CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA

OCTOBER 14, 2025
COUNCIL CHAMBERS - 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660

STUDY SESSION – 4:00 P.M. (PUBLIC WELCOME)
REGULAR MEETING - 4:30 P.M.
CLOSED SESSION FOLLOWS MOTION FOR RECONSIDERATION

JOE STAPLETON, Mayor
LAUREN KLEIMAN, Mayor Pro Tem
MICHELLE BARTO, Councilmember
NOAH BLOM, Councilmember
ROBYN GRANT, Councilmember
SARA J. WEBER, Councilmember
ERIK WEIGAND, Councilmember

GRACE K. LEUNG, City Manager
AARON C. HARP, City Attorney
MOLLY PERRY, Interim City Clerk

NOTICE REGARDING PRESENTATIONS REQUIRING USE OF CITY EQUIPMENT
Any presentation requiring the use of the City of Newport Beach's equipment must be submitted to the City Clerk 24 hours prior to the scheduled City Council meeting.

LEVINE ACT
Under the Levine Act, Section 84308 of the Government Code, a party to a proceeding before the City involving a contract (other than competitively bid, labor, or personal employment contracts), franchise, license, permit, or other entitlement for use, is required to disclose on the record of the proceeding any contribution in an amount of more than five hundred dollars ($500) made within the preceding 12 months by the party or the party's agent to any elected or appointed officer of the City. If you have made a qualifying contribution, please ensure to make this disclosure on the record.

PUBLIC HEARINGS
If in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.

NOTICE TO THE PUBLIC
Any times listed in this agenda are provided as a courtesy and the actual item may be heard either before or after the time given.

This agenda was prepared by the City Clerk and staff reports are available in the City Council Chambers lobby located at 100 Civic Center Drive. Staff reports or other written documentation have been prepared or organized with respect to the items of business listed on the agenda. If you have any questions or require copies of any of the staff reports or other documentation regarding any item of business on the agenda, please contact City Clerk staff at 949-644-3005. Agendas and staff reports are also available on the City's webpage at newportbeachca.gov/agendas.

The City of Newport Beach's goal is 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 normally provided, we will attempt to accommodate you in every reasonable manner. Please contact City Clerk staff prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible (949-644-3005 or cityclerk@newportbeachca.gov).

I. ROLL CALL - 4:00 p.m.

II. PRESENTATIONS

- **Presentation of Proclamation to May Shen, Mayor's Youth Council Participant, and Recognition of Outstanding Community Service related to Homeless Advocacy**
- **Presentation of Proclamation to Ted Robinson**
- **Presentation of Commendation to Jack Jasper**
- **History of John Wayne Airport by former Mayor and Citizen of the Year, Thomas C. Edwards**

III. STUDY SESSION

SS1. Clarification of Consent Calendar Items

SS2. Discussion to Consider Possible Traffic Calming and Public Safety Measures in the Bayview Heights Neighborhood

As a follow-up to resident requested improvements and to a Policy A1 item request from Councilmember Weigand at the August 26, 2025, meeting, staff will present a review and discussion on Traffic Calming and Public Safety Measures in the Bayview Heights neighborhood of Santa Ana Heights.

Bayview Heights Traffic Calming and Public Safety Presentation

Correspondence

IV. RECESS

V. RECONVENE AT 4:30 P.M. FOR REGULAR MEETING

VI. ROLL CALL

VII. INVOCATION - Julie Holdaway, Chief Strategy & Learning Officer, Merage Jewish Community Center of Orange County

VIII. PLEDGE OF ALLEGIANCE

IX. CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES

X. PUBLIC COMMENTS ON AGENDA AND NON AGENDA ITEMS

The City Council of Newport Beach welcomes and encourages community participation. Public comments are invited on items listed on the agenda and non-agenda items. Speakers must limit comments to three minutes per person to allow everyone to speak. Written comments are encouraged as well. The City Council has the discretion to extend or shorten the time limit on agenda or non-agenda items.

XI. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA (NON-DISCUSSION ITEM)

- **Consideration of amendments to the Newport Beach Municipal Code to enhance enforcement of bicycle safety by prohibiting operation of a bicycle or e-bicycle in an unsafe manner, requiring helmets for all riders under 18, enhancing penalties for violations, applying bicycle regulations as set forth in Chapter 12.56 to e-bicycles, and updating sidewalks where riding bicycles and e-bicycles are permitted (Submitted by Councilmember Barto).**

XII. PUBLIC COMMENTS ON CONSENT CALENDAR

This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 15). Public comments are also invited on Consent Calendar items. Speakers must limit comments to three minutes. Before speaking, please state your name for the record. If any item is removed from the Consent Calendar by a Councilmember, members of the public are invited to speak on each item for up to three minutes per item.

All matters listed under CONSENT CALENDAR are considered to be routine and will all be enacted by one motion in the form listed below. Councilmembers have received detailed staff reports on each of the items recommending an action. There will be no separate discussion of these items prior to the time the City Council votes on the motion unless members of the City Council request specific items to be discussed and/or removed from the Consent Calendar for separate action.

XIII. CONSENT CALENDAR

XIV. READING OF MINUTES AND ORDINANCES

1. Minutes for the September 23, 2025, Regular City Council Meeting

Waive reading of subject minutes, approve as written, and order filed.

Minutes

2. Reading of Ordinances

Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

XV. ORDINANCES FOR ADOPTION

3. Ordinance No. 2025-26: Adding Chapter 6.30 Prohibition of Sale and Distribution of Flavored Tobacco Products

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-26, *An Ordinance of the City Council of Newport Beach, California, Amending Chapter 6.25 (Regulation of Smoking in Public Areas) and Adding Chapter 6.30 (Prohibition of Sale and Distribution of Flavored Tobacco Products) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Smoking and*

Tobacco Sales.

Staff Report

Attachment A - Ordinance No. 2025-26

4. **Ordinance No. 2025-27: Adding Chapter 6.40 Prohibition of Sale, Distribution and Use of Nitrous Oxide**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-27, *An Ordinance of the City Council of Newport Beach, California, Adding Chapter 6.40 (Prohibition of Sale, Distribution, and Use of Nitrous Oxide) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Nitrous Oxide Sales*.

Staff Report

Attachment A - Ordinance No. 2025-27

5. **Ordinance No. 2025-28: Amending Subsection B of Section 10.04.010 of Chapter 10.04 to define Possession of an Open Container**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-28: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) of the Newport Beach Municipal Code Related to the Possession of Alcoholic Beverages*.

Staff Report

Attachment A - Ordinance No. 2025-28

6. **Ordinance No. 2025-29: Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-29*: An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code.*

Staff Report

Attachment A - Ordinance No. 2025-29

7. **Ordinance No. 2025-30: Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation & Senior Services Department**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct second reading and adopt Ordinance No. 2025-30: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation and Senior Services Department.*

Staff Report

Attachment A - Ordinance No. 2025-30

XVI. RESOLUTIONS FOR ADOPTION

8. **Resolution No. 2025-65: Creating the Newport Beach Police Headquarters Assessment Committee**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA guidelines because this action will not result in a direct or indirect physical change to the environment; and

b) Adopt Resolution No. 2025-65, *A Resolution of the City Council of the City of Newport Beach, California, Creating the Newport Beach Police Headquarters Assessment Committee*.

Staff Report

Attachment A - Resolution No. 2025-65

XVII. CONTRACTS AND AGREEMENTS

9. **Slurry Seal Program Fiscal Year 2024-25 - Notice of Completion for Contract No. 9717-1 (25R04)**

a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

Staff Report

Attachment A - Location Map

10. **Balboa Yacht Basin Maintenance Dredging - Award of Contract No. 9944-1 (26H13)**

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 Class 4 (Minor Alterations to Land - Maintenance

Dredging) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Approve Budget Amendment No. 26-033 appropriating $2,049,344 in increased expenditures in Account No. 10101-980000-26H13 from the Tidelands Capital Fund unappropriated fund balance;
d) Award Contract No. 9944-1 to Pacific Dredge and Construction, LLC for the total bid price of $3,543,949 for the Balboa Yacht Basin Maintenance Dredging project, and authorize the Mayor and City Clerk to execute the contract; and
e) Establish a contingency of $354,395 (10% of total bid) to cover the cost of unforeseen work not included in the original contract.

Staff Report

Attachment A - Budget Amendment

Attachment B - Location Map

11. Approval to Purchase Three 2026 or Newer Model Year Rescue Ambulances from Professional Sales and Service, L.C.

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve the selection and purchase of three 2026 or newer model year Horton 623FL Type 1 2WD ambulances on 2026 or newer Freightliner M2 Medium Duty Chassis, from Professional Sales and Service, L.C., using cooperative selection and pricing under Sourcewell Contract #122123-RVG;
c) Authorize the City Manager to execute any necessary purchase agreements related to the purchase on a form approved by the City Attorney; and
d) Approve Budget Amendment No. 26-032 appropriating $1,570,065.69 in increased expenditures in the vehicle replacement fund, account no. 7529032-911016 from the Equipment Internal Service Fund (752) reserves.

Staff Report

Attachment A - Proposal from Professional Sales and Service, L.C.

Attachment B - Sourcewell Contract

Attachment C - Budget Amendment

12. Amendment to Services Agreement with Global Power Group, Inc., for Maintenance and Repair Services for City Generators

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Approve Amendment No. One to the Maintenance Services Agreement with Global Power Group, Inc., to extend the existing agreement two years until December 31, 2027, and to increase the contract amount by $250,000, and authorize the Mayor and City Clerk to execute the Agreement.

Staff Report

Attachment A – Amendment No. One

13. Approval of the Lecture Hall Auditorium Naming Rights Agreement

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve the Newport Beach Public Lecture Hall Naming Rights Donation Agreement between the City of Newport Beach and the Newport Beach Public Library Foundation for the naming of the auditorium; and
c) Waive City Council Policy B-9, *Naming of City Parks and Facilities* and City Council Policy B-17, *Parks, Facilities, and Recreation Program Donations,* for the naming of the auditorium.

Staff Report

Attachment A - Auditorium Naming Rights Agreement

XVIII. MISCELLANEOUS

14. Annual Review of Visit Newport Beach Audited Financial Statements and Expenditure Report

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and file.

Staff Report

Attachment A - Visit Newport Beach Audited Financial Statements for the Year Ended June 30, 2025
Attachment B - Newport Beach and Company Audited Financial Statements for the Year Ended June 30, 2025
Attachment C - Visit Newport Beach Expenditure Compliance Report for the Year Ended June 30, 2025

15. Planning Commission Agenda for the October 9, 2025, Meeting

Receive and file.

PC Agenda

ACTION: MOVE AFFIRMATIVE ACTION OF THE CONSENT CALENDAR, EXCEPT FOR THOSE ITEMS REMOVED

XIX. ITEMS REMOVED FROM THE CONSENT CALENDAR

XX. PUBLIC HEARINGS

16. Ordinance Nos. 2025-32 and 2025-33: Amending Titles 20 and 21 of the Newport Beach Municipal Code Establishing the Special Flood Hazard Area (VE) Overlay (PA2018-075)

a) Conduct a public hearing;

b) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3), and 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines because it has no potential to have a significant effect on the environment;

c) Waive full reading, direct City Clerk to read by title only, introduce Ordinance No. 2025-32, *An Ordinance of the City Council of the City of Newport Beach, California, Adopting Revisions to Zoning Code Amendment (PA2018-075) Amending Title 20 (Planning and Zoning) of the City of Newport Beach Municipal Code to Establish the Special Flood Hazard Area Overlay for Consistency with the California Coastal Commission's Modifications (PA2018-075),* and pass to second reading on October 28, 2025; and

d) Waive full reading, direct City Clerk to read by title only, introduce Ordinance No. 2025-33, *An Ordinance of The City Council of the City of Newport Beach, California, Approving an Amendment to Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code, as Modified by the California Coastal Commission, to Establish the Special Flood Hazard Area Overlay (PA2018-075)*, and pass to second reading on October 28, 2025.

Staff Report

Attachment A - Ordinance No. 2025-32 (Title 20)

Attachment B - Ordinance No. 2025-33 (Title 21)

Attachment C - Resolution No. 2023-37

Attachment D - Ordinance No. 2023-10

Attachment E - City Council Staff Report dated June 13, 2023 (without attachments)

Attachment F - Coastal Commission Approval Letter and Suggested Modifications

Attachment G - Redline-Strikeout Version of Title 21 Code Amendment

17. Resolution No. 2025-66: Coyote Canyon Landfill Gas to Energy Facility Appeal (PA2022-063)

a) Conduct a de novo public hearing; and

b) Adopt Resolution 2025-66; *A Resolution of the City Council of the City of Newport Beach, California, Denying an Appeal and Upholding the Decision of the Planning Commission to Adopt a Mitigated Negative Declaration and Approve a Conditional Use Permit to Construct and Operate a Landfill Gas-to-Energy Facility at 20662 Newport Coast Drive (PA2022-063)*.

Staff Report
Attachment A - Resolution No 2025-66
Attachment B - Visual Simulations
Attachment C - Project Plans
Attachment D - July 17, 2025 PC Staff Report
Attachment E - Resolution No. PC2025-008
Attachment F - July 17, 2025 PC Minutes
Attachment G - Appeal Application
Attachment H - City Appeal Response Letter

XXI. CURRENT BUSINESS

18. Appointment of Lena Shumway as City Clerk and Approval of Employment Agreement

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Pursuant to Charter Section 600, appoint Lena Shumway as City Clerk for the City of Newport Beach, effective October 20, 2025; and
c) Approve and authorize the Mayor and City Clerk to execute an employment agreement between the City of Newport Beach and Lena Shumway, subject to the terms and conditions approved by the City Council.

Staff Report
Attachment A - Employment Agreement

XXII. MOTION FOR RECONSIDERATION

A motion to reconsider the vote on any action taken by the City Council at either this meeting or the previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.

XXIII. PUBLIC COMMENTS ON CLOSED SESSION

XXIV. CLOSED SESSION - Council Chambers Conference Room

A. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - INITIATION OF LITIGATION
Government Code § 54956. 9 (d)(4)): 1 matter.

XXV. CLOSED SESSION REPORT

XXVI. ADJOURNMENT IN MEMORIAM - JEFFREY JOHN BITETTI

Testimony given before the City Council is recorded.
The timer light will turn yellow when the speaker has one minute remaining.
The timer light will turn red when the speaker has 10 seconds remaining.

PLEASE TURN CELL PHONES OFF OR SET IN SILENT MODE.

BAYVIEW HEIGHTS TRAFFIC CALMING & PUBLIC SAFETY DISCUSSION

City Council Study Session

October 14th, 2025

CITY OF
NEWPORT BEACH

BAYVIEW HEIGHTS TRAFFIC CALMING & PUBLIC SAFETY

- At October 2024 District 3 Townhall Meeting, several residents requested speed cushions and/or street closure in Bayview Heights
  - speed cushions on Orchid St, Spruce Ave, & Bayview Ave
  - street closure of Spruce Avenue at Zenith Avenue

- Residents advised speed & traffic volume data do not support speed cushions or street closure per City Council Traffic Management Policy L-26

- Residents requested to proceed with petition process and City Council Policy Waiver

- Residents informed Spruce Avenue closure not supported by Traffic Engineering and presents concerns for emergency services

BAYVIEW HEIGHTS STUDY AREA



BAYVIEW HEIGHTS TRAFFIC IMPROVEMENTS & CALMING HISTORY

With the area annexation, the City inherited the Santa Ana Height Specific Plan (MC 20.90.190) traffic improvements

Specific Plan Identifies Eight Circulation Improvement Features

- ✓ Improvement 1 - traffic signal at Irvine Avenue and Orchard Drive (Completed)
- ✓ Improvement 2 - traffic signal at Mesa Drive and Santa Ana Avenue (Completed)
- ✓ Improvement 3 - cul-de-sac at Cypress Street south of south Bristol Street (Completed)
- ✓ Improvement 4 - monitor traffic volume in the Bayview Tract (Satisfied)
- ✓ Improvement 5 - realigning of intersection at Mesa Drive and Acacia Street (Completed)
- ✓ Improvement 6 - cul-de-sac on Orchard Drive, east of Santa Ana Avenue (Completed)
- ✓ Improvement 7 - realignment of Birch Street south of Bristol Street (Completed)
- ✓ Improvement 8 - additional ROW and pavement width on various streets (Completed)

CITY COUNCIL
TRAFFIC MANAGEMENT POLICY (L-26)

Level 1: Education & Enforcement Tools

- Tools include enforcement, signing, minor striping, speed trailer, and outreach

Level 2: Speed Cushion

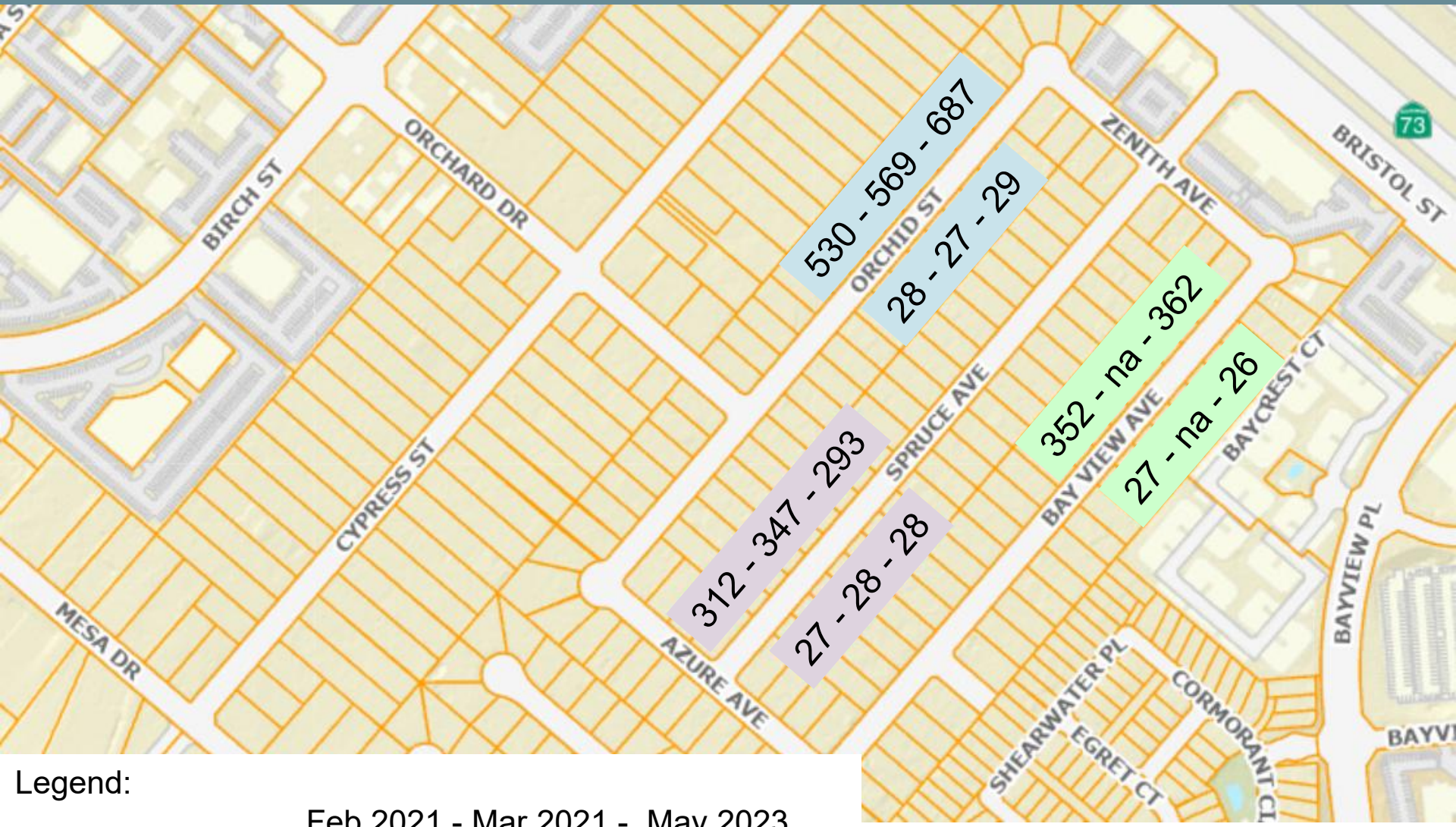
- Street segment should be minimum 800-FT in length
- Traffic volume should between 500 and 4000 vehicles per day
- 32 MPH or more (*85 percentile speed*) on a posted 25 MPH street

Level 3: Street Closure *(Level 3 Traffic Calming)*

- Intention to remove excessive cut-through traffic volume
- Street segment should be a minimum 800-FT in length
- Traffic volume on street greater than 4000 vehicles per day
- Meets Level 1 and 2 criteria.

Note *- **70%** plus of all properties within study area must support any Level 2 or 3 traffic calming measure(s) to implement*

TRAFFIC DATA



Legend:

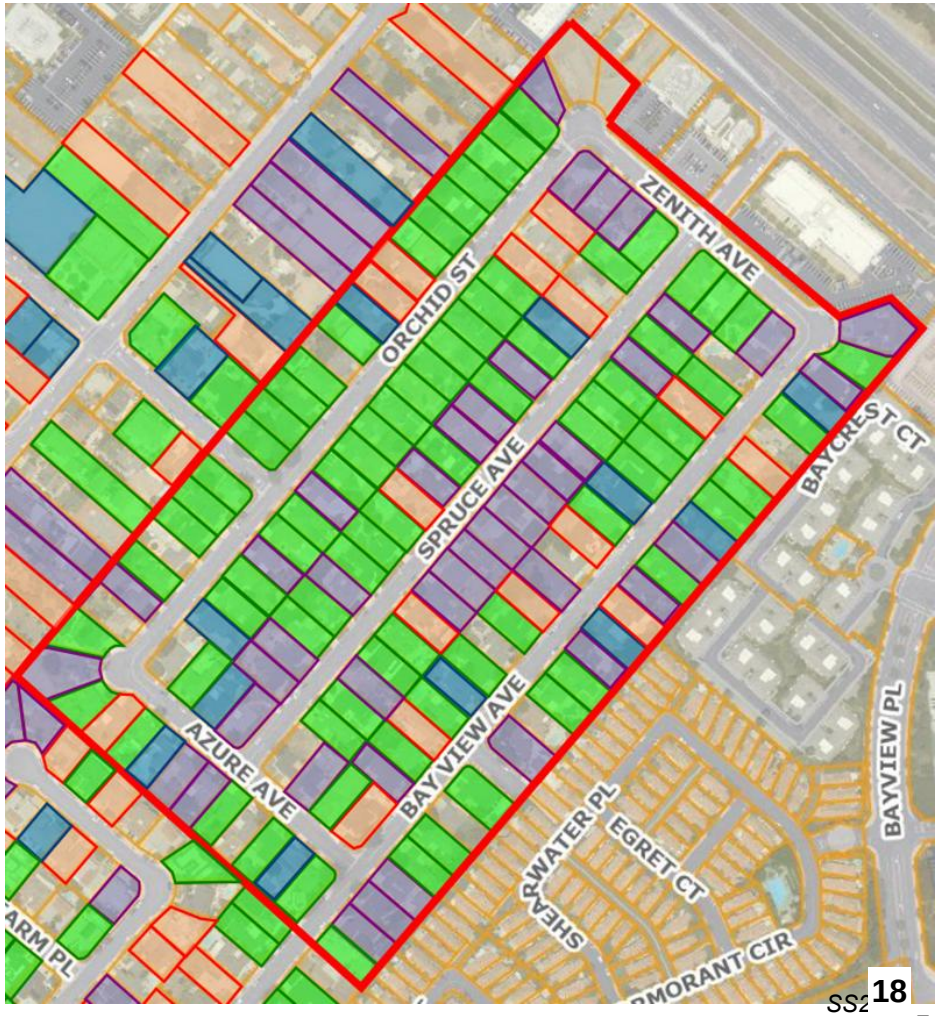
	Feb 2021	-	Mar 2021	-	May 2023
ADT Counts:	XXX	-	XXX	-	XXX
85th% Speeds (mph):	XX	-	XX	-	XX

PETITION RESPONSE – SPEED CUSHIONS (SUBSECTION STUDY AREA)

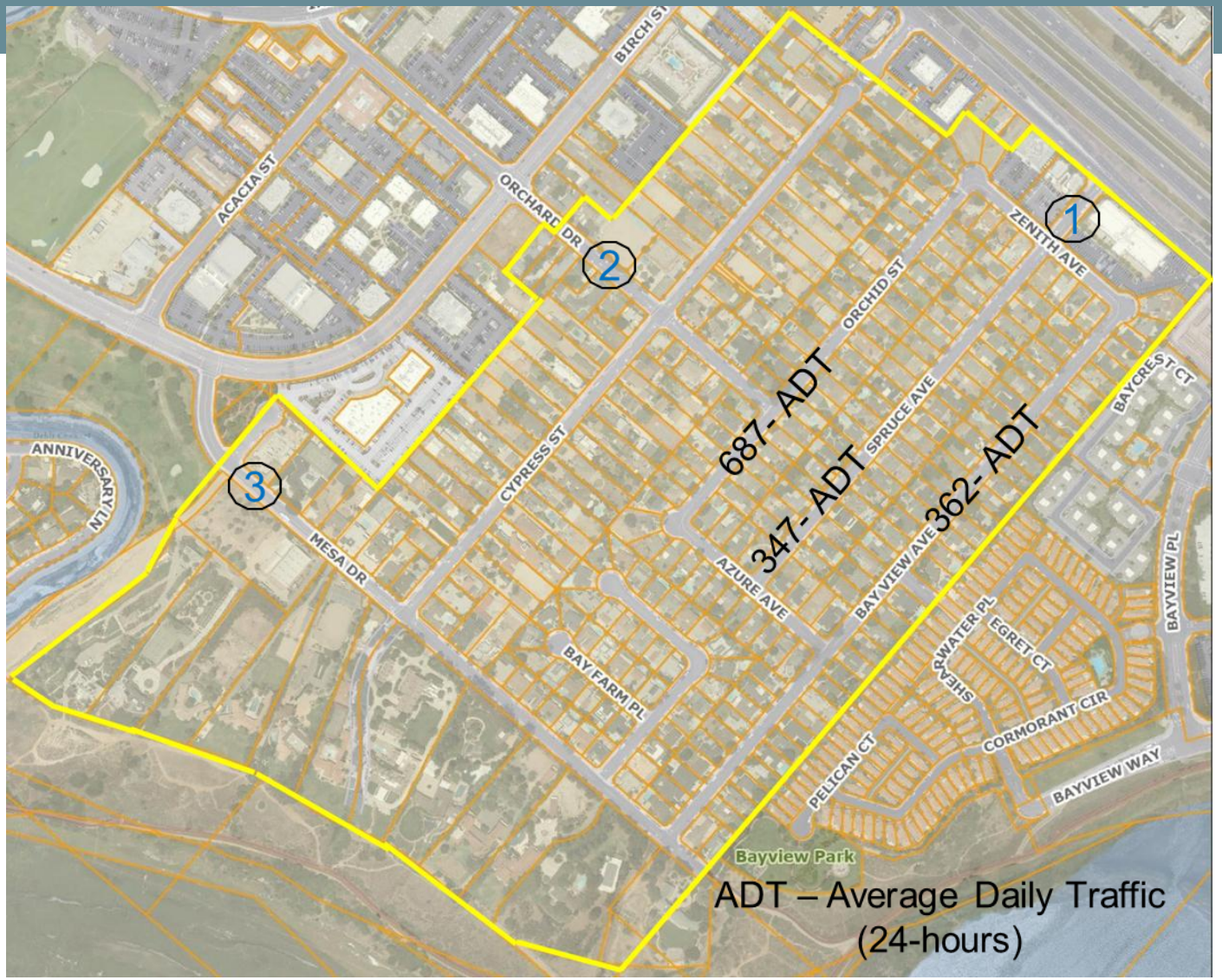
Yes to both (Speed Cushions & Spruce Closure):
No to both (Speed Cushions & Spruce Closure):
Yes to Speed Cushions:
Yes to Spruce Closure:

SUBSECTION AREA	
# OF PROPERTIES	164
# OF RESPONSES	147 (91%)
YES TO SPEED CUSHIONS	**90 (55%)**
NO SPEED CUSHIONS, NO RESPONSE	**74 (45%)**

SPEED CUSHIONS TRAFFIC CALMING CRITERIA RESULT	
800 FT Street Segment	Yes
85TH percentile speed met	No
Volume (ADT) 500 to 4000	Only Orchid St.
70% or greater support	No
TRAFFIC MANAGEMENT POLICY NOT MET	



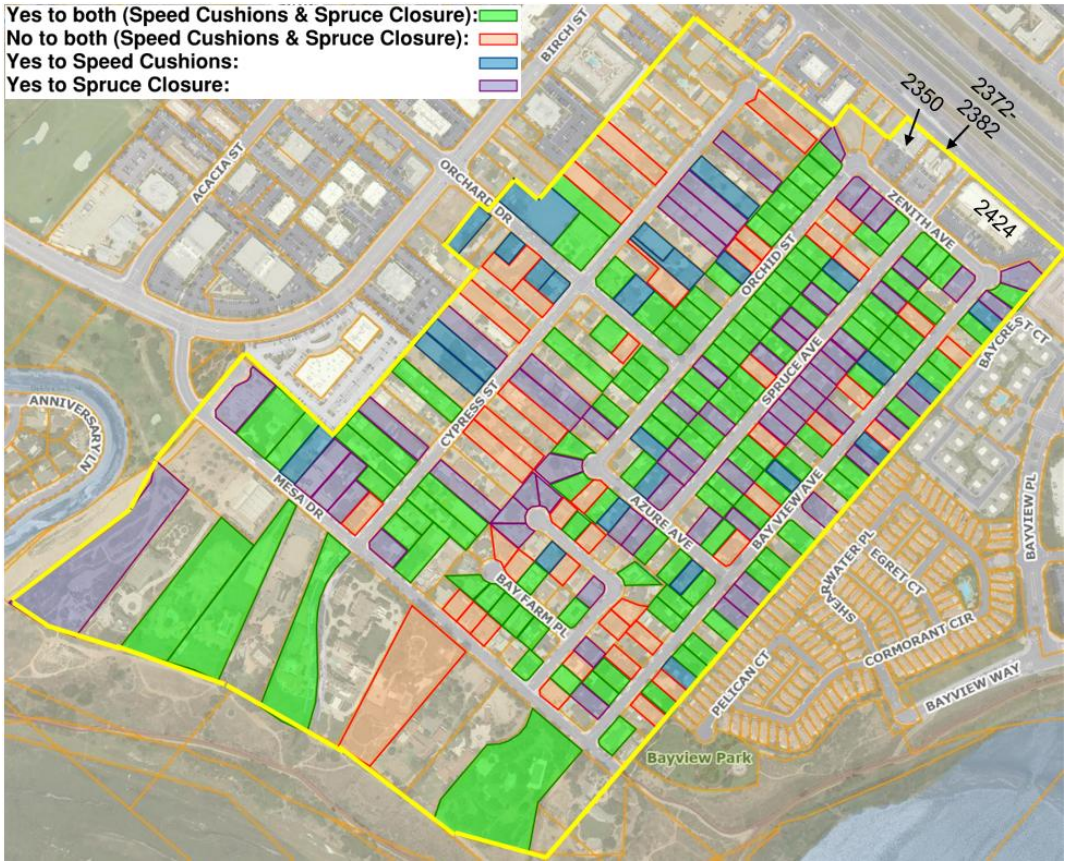
CURRENT BAYVIEW HEIGHTS NEIGHBORHOOD CIRCULATION



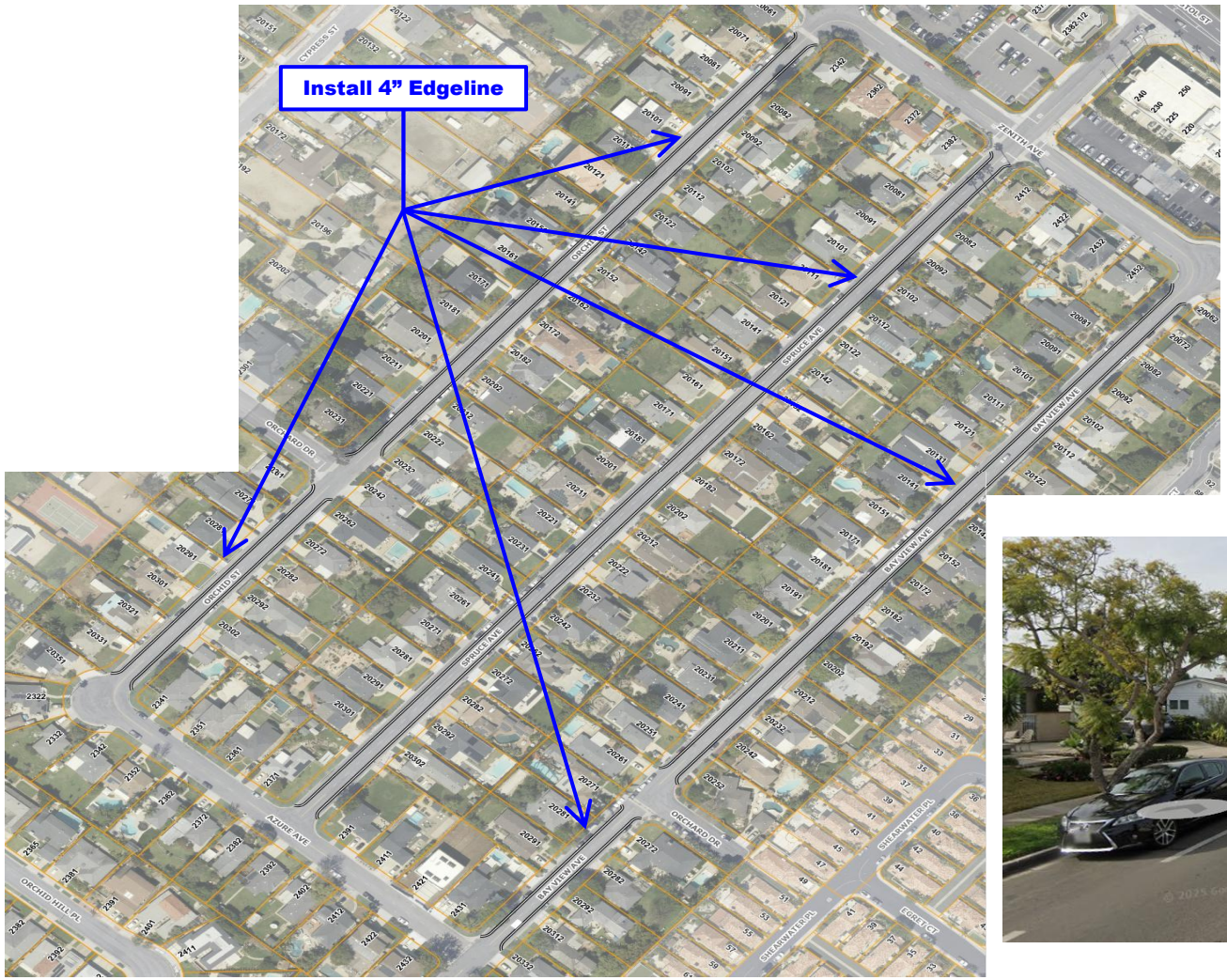
PETITION RESPONSE – SPRUCE CLOSURE (ENTIRE NEIGHBORHOOD)

NEIGHBORHOOD (ALL)	
# OF PROPERTIES	315
# OF RESPONSES	260 (84%)
YES TO SPRUCE CLOSURE	**187 (59%)**
NO SPRUCE CLOSURE, NO RESPONSE	**128 (41%)**

SPRUCE CLOSURE TRAFFIC CALMING CRITERIA	
85TH percentile speed met	No
Volume (ADT) > 4000	No
70% or greater support	No
TRAFFIC MANAGEMENT POLICY NOT MET	



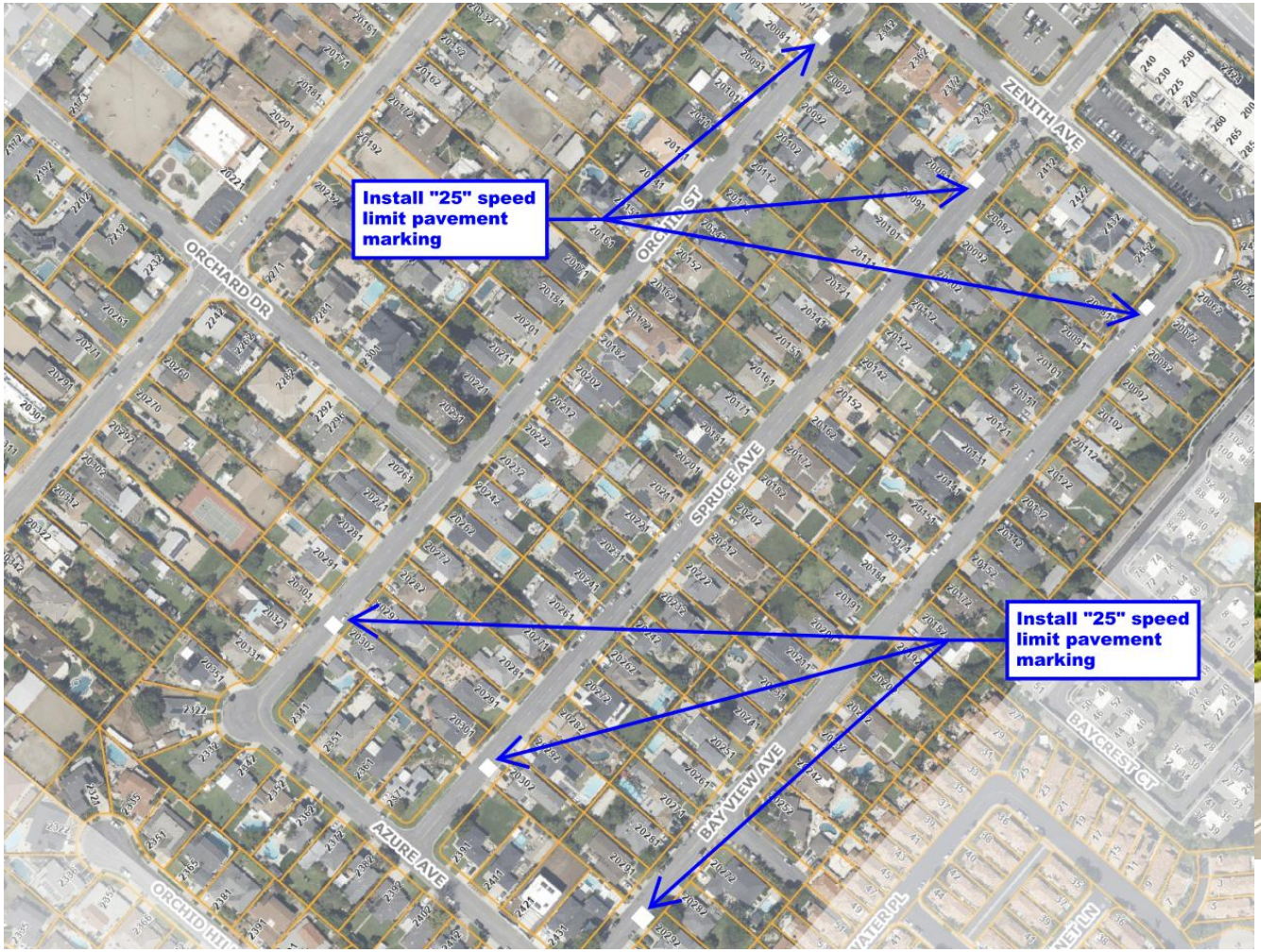
LEVEL 1 – Option One
EDGELINES



Example of Edgelines



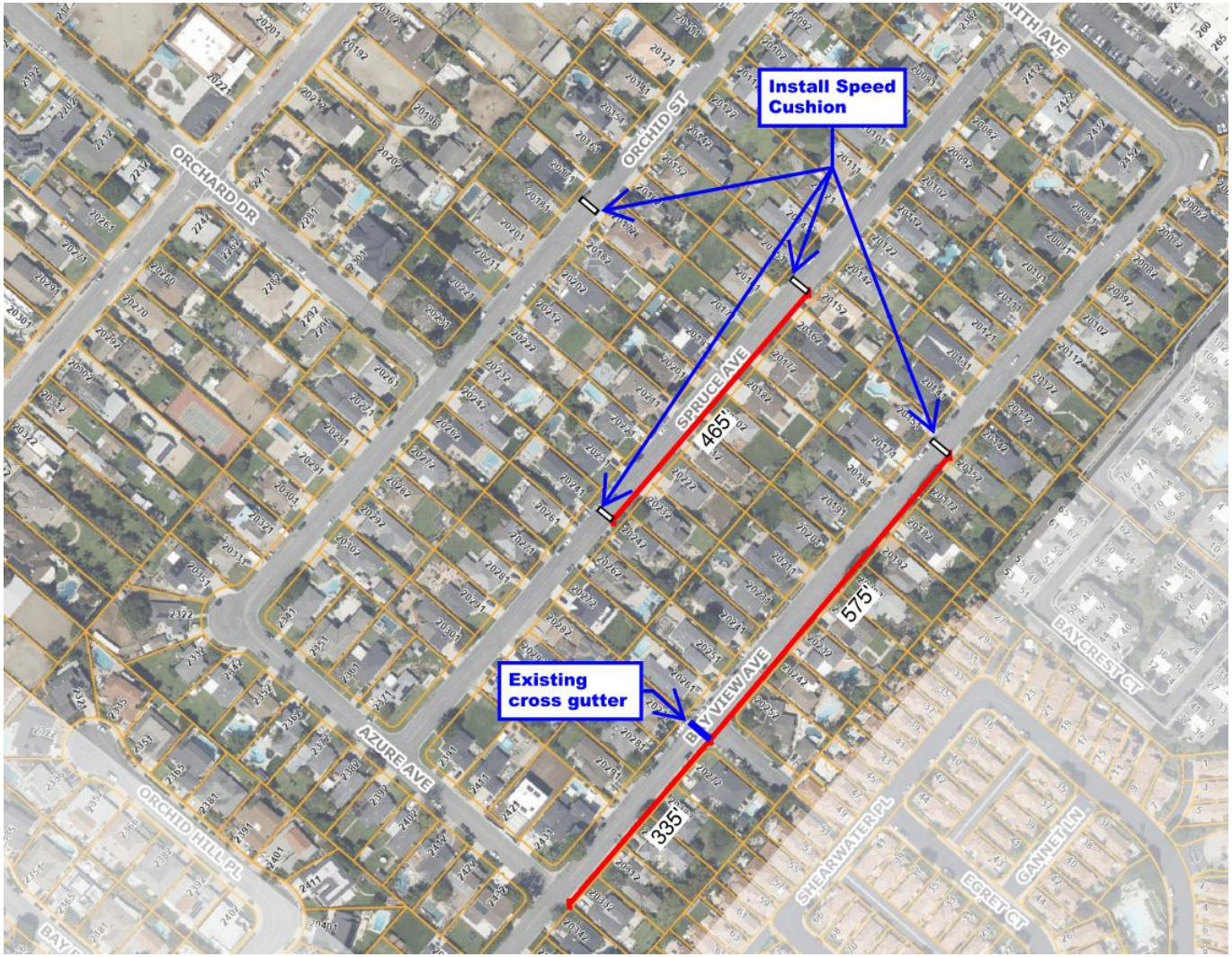
LEVEL 1 – Option Two
SPEED LIMIT PAVEMENT MARKINGS



Example of Markings



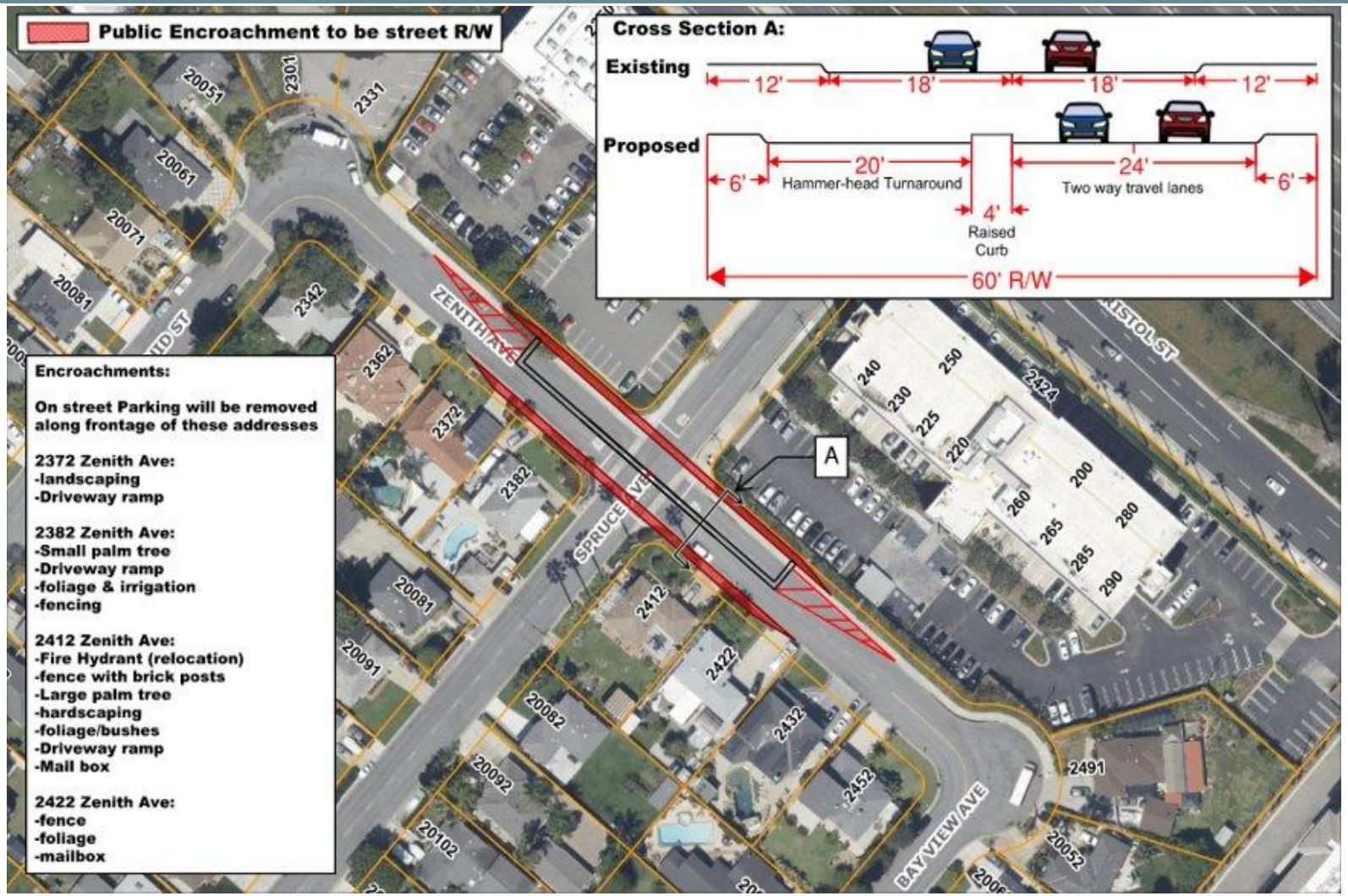
LEVEL 2 – Option One
INSTALL SPEED CUSHIONS
COUNCIL POLICY WAIVER REQUIRED



LEVEL 3 – Option One
CLOSE OFF SPRUCE TO THROUGH TRAFFIC WITH CUL-DE-SAC
COUNCIL POLICY WAIVER REQUIRED



LEVEL 3 – Option Two
CLOSE OFF SPRUCE TO THROUGH TRAFFIC WITH HAMMER HEAD TURNAROUND
COUNCIL POLICY WAIVER REQUIRED



TRAFFIC MANAGEMENT COUNCIL POLICY SUMMARY

- Traffic data collection **does not meet** City Council Traffic Management Policy (L-26) for Level 2 or 3 for either speed cushions or street closure
- Petition results **did not reach the 70% threshold** support needed.

SPEED CUSHION POLICY CRITERIA RESULT	
800-FT Street Segment	✓
85TH percentile speed met (32+)	X
Volume (ADT) 500 to 4000	Only Orchid St.
70% or greater support	X
Traffic Calming Policy Not Satisfied	

SPRUCE CLOSURE POLICY CRITERIA RESULT	
85TH percentile speed met (32+)	X
Volume (ADT) > 4000	X
70% or greater support	X
Traffic Calming Policy Not Satisfied	

PUBLIC SAFETY REVIEW

Resident also raised concerns about increased neighborhood crime

Police Department Review

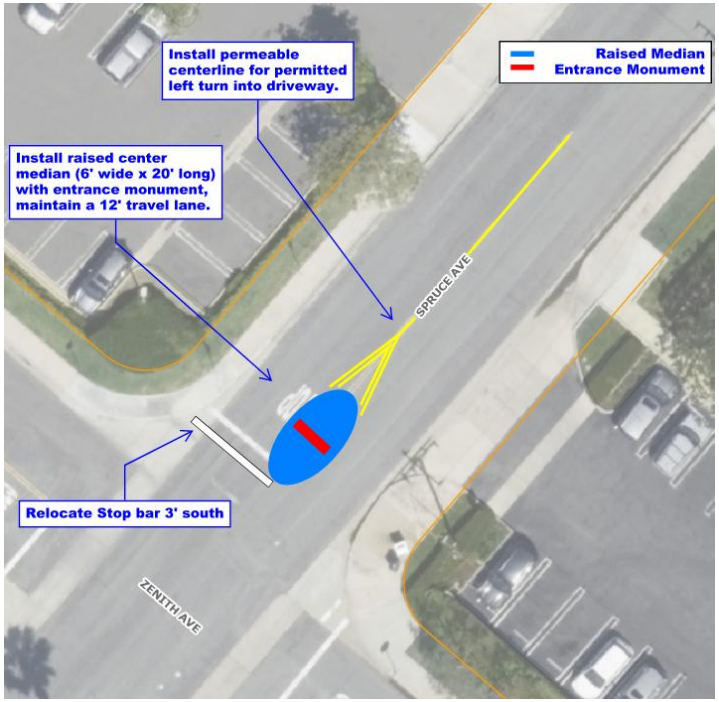
- Crime and Public Safely Data
- City Flock Camera Program
- Street Closure would possibly delay response time

Fire Department Review

- Street Closure would delay possible future east bound medical delivery

NEIGHBORHOOD ENHANCEMENT OPTION FOR PUBLIC SAFETY: RAISED CENTER MEDIAN AT SPRUCE/ZENITH





NEIGHBORHOOD ENHANCEMENT OPTION FOR PUBLIC SAFETY: RAISED TRAFFIC CIRCLE AT SPRUCE/ZENITH



In Summary

- Staff is supportive of additional Level 1 traffic calming elements such as Edge Striping and additional Speed Legends if desired by the community.

- Staff does not recommend adding speed cushions as we do not believe they will decrease overall traffic speeds, but will add inconvenience, noise and more signage into the neighborhood.

- Staff does not recommend closing off Spruce Avenue access as it will impede overall tract circulation, cause circulation and property impacts to adjacent commercial properties, and potentially have negative effects on public safety response.

Comments / Questions

Your Public Works Department

Protecting and Providing Quality

Public Improvements and Services

NEWPORTBEACHCA.GOV/PUBLICWORKS

From: jsalvo2105@aol.com
Sent: October 04, 2025 2:00 PM
To: City Clerk's Office
Subject: Bayview Heights Safety-10.04.25

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

Dear City Clerk,

We will be out of town for the meeting, unfortunately.

About the only thing we will input is we are absolutely against speed bumps! Other alternatives are welcomed.

Best Regards,

Joseph & Shella Salvo
20352 SW Cypress Street
Newport Beach, CA 92660

From: home
To: City Clerk"s Office
Subject: STREET CLOSURE STUPIDY
Date: October 05, 2025 11:54:02 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

We have a major problem with this Santa Ana Heights / Newport Beach homeowners community

that are living here. In regards to all these homes in here we have only three entrance and exists.

I live on Orchard street right off Birch St and I own two and three houses down from the stop light.

When backing out of the drive it is like Russian roulette the question

is with the high volume and intensity cars continually flying by will I get hit by the vehicle

doing thirty miles or hour or the one that floors it when the see the yellow light doing sixty?

Mark my words it's only a matter of time! I have contacted the city before pleading for

help. My son and his wife and one year old daughter and three year old son live next to me and so concerned

and fearful.We have even tried backing the cars in so we may have a chance to see the speeding cars

flying through to pick up their kids at the Montessori school when they are running late

or picking up after hours along with all the other people speeding that I have on video tape .

It is nothing short of insanity to even complainant the foolish idea of taking a huge problem

and amplifying it by reducing a already hideous situation by contemplation by

33% ingress and egress. You already have a short distance and a four way stop there allowing

people in that area to enter their homes safely and now you even have the audacity to

contemplate running all the people on that side of the community to go through Orchard and Birch

past my houses that would skyrocket volume like never seen before!

If you decide to put me in dangers way I will have a legal engineer proving my case

in the court system if you decide to proceed with this ignorance that effects me

and my family and grand kids and are safety and well being or lack off Accidents pending!

Being informed Can you please confirm for me that this is being acknowledge by the proper

authorities of the city Newport Beach Officially!

Sincerely David Northcraft
10/4/2025

From: Tina Rodriguez
To: City Clerk"s Office
Subject: Re: proposals to close Spruce St
Date: October 07, 2025 9:47:18 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

Hello,
My name in Tina Rodriguez and I occupy the house on the corner of Spruce and Zenith, my father is the owner of the property. Initially I was open to the idea of closing the street, but upon hearing the proposed ideas, my mind has changed. It's a waste of money and time for something completely unnecessary. We don't need speed bumps in the neighborhood, nor a traffic circle. It just isn't that busy. The vehicles that come through here are people who live here and it's quiet for the most part. In fact, I think it would cause more trouble as vehicles (residents and others) will be forced to enter from Birch or Irvine Ave., less access points.
Please consider this a vote to not do any proposed changes to the neighborhood. Thank you for your time.
Sincerely,
Tina Rodriguez
2412 Zenith Ave.
Newport Beach, Ca 92660
(714)795-1331
Sent from my iPhone

From: City Clerk's Office
Sent: October 09, 2025 12:20 PM
To: Mulvey, Jennifer
Subject: FW: Bayview Heights Traffic Calming and Public Safety

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From: LAURA BROWN <brown.laura57@gmail.com>
Sent: Thursday, October 9, 2025 12:19:27 PM (UTC-08:00) Pacific Time (US & Canada)
To: City Clerk's Office <CityClerk@newportbeachca.gov>
Subject: Bayview Heights Traffic Calming and Public Safety

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

Hi,
My name is Laura Brown and I live at 2365 Mesa Dr, Newport Beach. I own my home and have lived there for 24 years. I was planning to attend the meeting on Oct. 14th but something has come up.I was told I could send my opinion to you since I wouldn't be able to voice it at the meeting.
I am absolutely OPPOSED to closing the street at Bristol and Spruce.I can't see any positive to the closure. My two biggest concerns are...
1. Traffic on Mesa Dr is already a lot. People speed down the street that often has horseback riders, walkers and bicycles most of which are heading down to the Back Bay trails Closing off at Spruce means drivers only have two ways to get into our neighborhood. This will then increase the noise and safety for at least those of us on Mesa Dr and certainly the safety of those enjoying our wonderful neighborhood going down Mesa and the connecting streets..Now have families that have moved onto our street and connecting streets that have small children. I guess people for the closure are concerned for the children up there. I would then ask about the children the closure would affect rerouting all the traffic.
2. I am concerned that if Spruce is closed off that leaves only two ways to get in and out of our neighborhood. If something should happen on Birch we are trapped.
3. Out of pure convenience, having Spruce open on Bristol often makes it easier to get to my home.
I guess I wonder why this is an issue now. I think speed bumps are certainly a way to slow people down. As much as they are a bit annoying, I do think it prevents the fast cars from going so fast.
Unfortunately, in the past I don't believe that people living on my side of the neighborhood were aware of petitions, etc. It seemed as if maybe we were "conveniently" overlooked. In speaking with my neighbors there isn't a one that is in favor of this closure. Now I can just hope the city will make the right decision that is good for the ENTIRE neighborhood.
Thank you.

From: Linda Giedt
To: City Clerk"s Office
Subject: Oct 14th Bayview Heights Study Session Input
Date: October 08, 2025 9:56:32 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

I live in Bayview Heights. I am against closing Spruce at Bristol by any means. I think it is a safety issue for our neighborhood. Any accident, road work or other temporary closure on the remaining access points both on Birch could have a serious impact on the entire neighborhood. Additionally, closing Spruce at Bristol will cause a major traffic shift in the neighborhood. Mesa Dr is already a major street in our neighborhood and it does not need more traffic, especially with horses using Mesa to get to the back bay. Orchard, Mesa and Azure would see a sharp increase in traffic volume causing a disruption to those who live on those streets. Multiple traffic studies do not indicate an abnormal amount of traffic in our neighborhood, therefore, let's not install a hammerhead cul de sac at Zenith closing off an access point that will change the traffic patterns and hamper access to our neighborhood. A traffic circle or gateway median at Zenith might work as long as it does not shift traffic patterns to other streets or close off Spruce at Bristol.

Linda Giedt

CITY OF NEWPORT BEACH

City Council Meeting Minutes
Regular Meeting
September 23, 2025

I. ROLL CALL – 4:07 p.m.

Present: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber, and Councilmember Erik Weigand

II. INVOCATION – Imam Mahdi Al-Qazwini - Islamic Educational Center of Orange County

III. PLEDGE OF ALLEGIANCE – Mayor Stapleton

IV. PRESENTATIONS

- Friends of the Library Check Presentation

  Mayor Stapleton recognized Friends of the Library President Amy Hunt who was joined by Board Members Catherine Wallach, Becky Halladay, Janet Callister and presented Library Services Director, Melissa Hartson with a $250,000 check. Library Services Director Hartson expressed appreciation for the continued support and noted the funds would be used for physical materials and programs for the community.

  Councilmember Grant expressed gratitude to the Friends of the Library for their hard work and dedication.

- Proclaiming September 2025 as National Service Dog Month

  Mayor Stapleton presented the proclamation designating September 2025 as National Service Dog Month to Joan Leguay, Canine Companions Volunteer; Denise Phillips, Canine Companions Puppy Raiser; and Kai, a future service dog. Ms. Leguay introduced volunteers Heidi, Peggy, and Jerry as well as future service dogs Rose, Lucy, and current service dog Colbert.

- Newport Bay Conservancy Proclamation

  Mayor Stapleton presented the proclamation to Heather Cieslak, Operations Manager; Board Members Mario Cuevas, Diane Daruty, Board Member and Naturalist Maureen Flanagan; Julie Powers, Treasurer; Board President Bryan Tsu and Co-Vice President Bettina Eastman.

  Heather Cieslak thanked Council for their recognition.

- Bonita Canyon HOA Fire Wise Proclamation

  Mayor Stapleton presented the proclamation to Gunnar Gooding, Bonita Canyon Maintenance Association President and leader of the Fire Wise Task Force, and Fire Marshal James Gillespie.

  Councilmember Grant thanked Mr. Gooding for his leadership and congratulated him and the Bonita Canyon Maintenance Association for receiving the first Newport Beach Fire Wise designation.

Draft

- History of Saving Our Upper Newport Bay by Heather Cieslak

  Heather Cieslak, Operations Manager, provided a PowerPoint presentation detailing the history of Upper Newport Bay, its designations as a state ecological reserve in 1975, its designation by OC Parks as a Nature Preserve in 1989, and highlighted its role in emphasizing public access and conservancy. Her presentation also emphasized the Bay's crucial role in supporting biodiversity, providing environmental services, maintaining water quality, aiding flood control, and its variety of recreation and education opportunities.

V. CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES

Councilmember Weigand
- Recognized Newport Harbor High School mentee, Marcel Aguilar.

Councilmember Barto
- Recognized a Newport Harbor High School mentee, who toured City Hall earlier in the week.
- Attended unveiling of Duke Kahanamoku plaque in Corona del Mar commemorating The Great Rescue.

Councilmember Grant
- Attended the Friends of OASIS Cars and Coffee Show and Art in the Park.
- Attended the unveiling of the Duke Kahanamoku plaque in Corona del Mar.
- Participated in the Inaugural Intercity Lawn Bowling Tournament between Newport Beach and Laguna Beach.
- Recognized Acting Director of Community Development, Jaime Murillo and thanked him for his presentation at Speak Up Newport.
- Attended the Mobility 21 Summit.

Mayor Pro Tem Kleiman
- Attended the Mobility 21 Summit.

Mayor Stapleton
- Attended the 27th Annual Balboa Bay Resort Gentleman's Smoker, the Yachtsman's Luncheon, and the Porsche Newport Beach Grand Opening.
- Attended the unveiling of the Duke Kahanamoku plaque in Corona del Mar.
- Attended the Friends of OASIS Cars and Coffee Show.
- Attended the War Heroes on Water (WHOW) sportfishing tournament.
- Participated in and completed the 2025 Ben Did Go 10.0 paddle boarding event which raised over $450,000 in donations for the Ben Carlson Foundation.

VI. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Adam Leverenz presented slides regarding offshore mooring permit language in the Newport Beach Title 17 Harbor Code; noted permittees do not have ownership interest in public tidelands; disagreed with comments made by Assistant City Manager Jurjis on the matter; and requested more honesty on the subject.

Jim Mosher spoke regarding the A-1 Item, *Considering creating a City Council Ad Hoc Committee to evaluate potential sites and assess the feasibility, cost and design of developing a New Police Station Headquarters*; reviewed previous City Council deliberations related to police headquarter sites; appreciated the consideration in the staff report of other locations for the Police Station; noted that there were already numerous ad hoc committees and questioned whether an additional committee was necessary; and suggested the ad hoc committee hold public meetings.

Draft

Sandy Manich, liveaboard resident of the harbor, provided handouts and expressed her concern related to harbor safety after the removal of the Orange County Sheriff's Department (OCSD) as the public safety operator for the harbor; questioned the removal of OCSD as the security operator in the harbor; and questioned the lack of media coverage related to incidents at the harbor both recently and in the past few years.

Margaret Shannon briefly highlighted her concern about a potential parking garage site near her residence on the peninsula.

Mayor Stapleton questioned Ms. Shannon about the location of her concern; and noted that there were no plans for a parking garage as this site was owned by AT&T.

VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA (NON DISCUSSION ITEM)

- Considering creating a City Council Ad Hoc Committee to evaluate potential sites and assess the feasibility, cost and design of developing a new Police Station headquarters (Submitted by Mayor Stapleton).

By a straw vote, the consideration passed unanimously 7-0.

VIII. CONSENT CALENDAR

Mayor Stapleton clarified that the Consent Calendar included opposition to Agenda Item 3 by Councilmember Weigand; a staff request to remove Agenda Item 10 to a date to be determined; and noted the amendment to the License Agreement for Agenda Item 16.

IX. PUBLIC COMMENTS ON CONSENT CALENDAR

Acting City Clerk Jennifer Farris read the notice related to public comments on the Consent Calendar.

Jim Mosher spoke regarding Agenda Item No. 13, *Professional Services Agreement with Planeteria Media LLC for a Redesign of the City's Website, Content Management System and Hosting,* stating his concerns related to the contract award; number of City departments included in the evaluation process; questioned if the company selected had designed other local city websites; and suggested looking at other alternatives.

Adam Leverenz spoke regarding Agenda Item No. 7, *Ordinance No. 2025-30: Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation & Senior Services Department*, that employees should enter into confidentiality agreements based on access to confidential data; spoke on Agenda Item No. 12, *Resolution No. 2025-63: Approving a Side Letter Agreement with the Newport Beach City Employees Association Related to CalPERS Pension Deductions* and reiterated that employees should pay for their individual pension plans.

Robert LaBounty, District Representative for Orange County Supervisor Katrina Foley's Office, spoke and read a letter in support of Agenda Item No. 4, *Ordinance No. 2025-27: Adding Chapter 6.40 Prohibition of Sale, Distribution and Use of Nitrous Oxide*.

READING OF MINUTES AND ORDINANCES

1. **Minutes for the September 9, 2025 Regular City Council Meeting**
   Waive reading of subject minutes, approve as written, and order filed.

Draft

2. **Reading of Ordinances**
   Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

ORDINANCES FOR INTRODUCTION

3. **Ordinance No. 2025-26: Adding Chapter 6.30 Prohibition of Sale and Distribution of Flavored Tobacco Products**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
   b) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-26, *An Ordinance of the City Council of Newport Beach, California, Amending Chapter 6.25 (Regulation of Smoking in Public Areas) and Adding Chapter 6.30 (Prohibition of Sale and Distribution of Flavored Tobacco Products) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Smoking and Tobacco Sales* and pass to a second reading on October 14, 2025.

   Motion passed 6-1, Councilmember Weigand opposed.

4. **Ordinance No. 2025-27: Adding Chapter 6.40 Prohibition of Sale, Distribution and Use of Nitrous Oxide**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-27, *An Ordinance of the City Council of Newport Beach, California, Adding Chapter 6.40 (Prohibition of Sale, Distribution, and Use of Nitrous Oxide) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Nitrous Oxide Sales* and pass to a second reading on October 14, 2025.

5. **Ordinance No. 2025-28: Amending Subsection B of Section 10.04.010 of Chapter 10.04 to define Possession of an Open Container**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
   b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-28: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) of the Newport Beach Municipal Code related to the Possession of Alcoholic Beverages* and pass to a second reading on October 14, 2025.

6. **Ordinance No. 2025-29: Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and similar devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-29, *An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code* and pass to a second reading on October 14, 2025.

Draft

7. **Ordinance No. 2025-30: Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation & Senior Services Department**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-30: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation and Senior Services Department* and pass to a second reading on October 14, 2025

ORDINANCES FOR ADOPTION

8. **Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping - Second Reading**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Conduct second reading and adopt Ordinance No. 2025-22, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.08.005 (Definitions) and Adding Section 10.08.012 (Safe Use of Medians) to Chapter 10.08 (Use of Public Property and Interference with Public Access) to Title 10 (Offenses and Nuisances) of the Newport Beach Municipal Code, Relating to the Protection of Pedestrians, Vehicle Traffic and Landscaping.*

9. **Ordinance Nos. 2025-23, 2025-24, and 2025-25: Adoption of the 2025 California Building Standards Codes with Local Amendments, the 2025 California Fire Code with Local Amendments, and the 2025 California Wildland-Urban Interface with Local Amendments**
   a) Find this project statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resource Code and Section 15282(h) of the CEQA Guidelines, which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code are exempt from the requirements of CEQA;
   b) Conduct second reading and adopt Ordinance No. 2025-23, *An Ordinance of the City Council of the City Of Newport Beach, California, Amending Title 15 (Building And Construction) of the Newport Beach Municipal Code to Adopt Chapter 1, Division II, of the 2025 Edition of the California Building Code; the 2024 Edition of the International Property Maintenance Code and Swimming Pool and Spa Code; the 2025 Edition of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, Historical Code, Existing Building Code, and Energy Code; and to Amend Portions of Chapter 15.50 (Floodplain Management), with Local Amendments;*
   c) Conduct second reading and adopt Ordinance No. 2025-24, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Title 9 (Fire Code) of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Fire Code, with Local Amendments*; and
   d) Conduct second reading and adopt Ordinance No. 2025-25, *An Ordinance of the City Council of the City of Newport Beach, California, Adding Chapter 9.07 (Wildland Urban Interface Code) to Title 9 of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Wildland Urban Interface Code, with Local Amendments.*

Draft

RESOLUTIONS FOR ADOPTION

10. Resolution No. 2025-61: Approving a Side Letter Agreement with the Newport Beach Fire Management Association

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2025-61, *A Resolution of the City Council of the City of Newport Beach, California, Approving a Side Letter of Agreement Between the City of Newport Beach and the Newport Beach Fire Management Association Related to Residency Requirements and Consecutive Shifts.*

This item was removed from the Consent Calendar to a date to be determined.

11. Resolution No. 2025-62: Authorizing Use of the Official Seal in Partnership with Hoag Memorial Hospital Presbyterian to Wrap a City Fire Department Ambulance with Pinktober Wrap in Support of Breast Cancer Awareness Month

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2025-62, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Use of the City's Official Seal as Part of a Collaboration with Hoag Hospital to Wrap a City Fire Department Ambulance with Pinktober Wrap in Support of Breast Cancer Awareness Month.*

12. Resolution No. 2025-63: Approving a Side Letter Agreement with the Newport Beach City Employees Association Related to CalPERS Pension Deductions

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2025-63, *A Resolution of the City Council of the City of Newport Beach, California, Approving A Side Letter of Agreement between the City of Newport Beach and the Newport Beach City Employees Association Related to CalPERS Pension Deductions*, and

c) Approve Budget Amendment No. 26-027 to appropriate $283,181.03 in increased expenditures to various City division benefit accounts, funded from unappropriated balances of the General Fund and the Water Enterprise Fund.

CONTRACTS AND AGREEMENTS

13. Professional Services Agreement with Planeteria Media LLC for a Redesign of the City's Website, Content Management System and Hosting

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve the professional services agreement with Planeteria Media LLC of Santa Rosa, CA for a redesign of the city's official websites and hosting services for an initial, approximately two-year term, ending October 1, 2027, with three additional one-year extensions and a total not to exceed amount of $151,300, and authorize the Mayor and City Clerk to execute the agreement; and

c) Approve Budget Amendment No. 26-030 appropriating $151,300 in increased expenditures in the IT Replacement Fund, Account No. 7657650-911027-ITCMS from the IT Replacement Fund's unappropriated fund balance.

Draft

14. Award of Lifeguard Rescue Vessel Refurbishment Project

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Award the Lifeguard Rescue Vessel Refurbishment Project to South Coast Shipyard Inc. for the total base bid amount of $466,020, plus Optional Bid Items No. 1 and No. 2, for a total award amount of $646,020;
c) Establish a contingency of $46,600 (approximately 10% of the Base Bid amount) to cover the cost of any unforeseen work that may be required during the refurbishment process;
d) Approve an agreement on a form approved by the City Attorney to provide a complete refurbishment and repower of Seawatch III, including the purchase and installation of replacement powertrains on Seawatch I and II; and
e) Authorize the City Manager and City Clerk to execute the agreement.

15. Professional Services Agreements for On-Call Professional and Technical Environmental Services with Dudek, LSA Associates, Placeworks, and Kimley-Horn and Associates

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with Dudek, with a not-to-exceed amount of $75,000, in a form substantially similar to the agreement attached to the staff report;
c) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with LSA Associates, with a not -to-exceed amount of $75,000, in a form substantially similar to the agreement attached to the staff report;
d) Approve and authorize the Mayor and City Clerk to execute a three -year professional services agreement with Placeworks, with a not-to-exceed amount of $75,000, in a form substantially similar to the agreement attached to the staff report; and
e) Approve and authorize the Mayor and City Clerk to execute Amendment One to the professional services agreement with Kimley-Horn and Associates, Inc. to extend the term with a not-to-exceed amount of $120,000, in a form substantially similar to the agreement attached to the staff report.

16. Revocable License Agreement with Farm and Craft Market Inc. for Temporary Use of City Property for the Corona del Mar Farmers' Market

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve a waiver of City Council Policy F-7 - Income and Other Property based on the findings contained in this staff report and the Agreement, that charging less than fair market rent promotes the City's goals to provide essential or unique services to the community, that cannot otherwise be provided if full market rates were charged; and
c) Authorize the City Manager and City Clerk to execute the Revocable License Agreement between the City of Newport Beach and Farm and Craft Market Inc ., for temporary use of the City property for the Corona del Mar Community Market, in a form substantially similar to the agreement attached to the staff report.

Approved as amended.

17. Approval of Amendment No. One to Maintenance and Repair Services Agreement for Landscape Services for Parks and Facilities with Merchants Landscape Services, Inc. (Contract No. 8772-1)

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

Draft

b) Approve Amendment No. One to the Maintenance and Repair Services Agreement with Merchants Landscape Services, Inc. for Landscape Services for Parks and Facilities to increase the on-call portion of the contract by $1,300,000 for a new on-call not-to-exceed amount of $4,300,000 and a total not-to-exceed amount of $14,450,000 and authorize the Mayor and City Clerk to sign the amendment.

MISCELLANEOUS

18. Budget Amendment to Accept a Check from the Friends of the Newport Beach Library and Appropriate Funds to the Library's Fiscal Year 2025-26 Maintenance and Operation Budget

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Accept a check in the amount of $250,000 from the Friends of the Newport Beach Library and approve Budget Amendment No. 26-025 to increase expenditures by the same amount in Division 0106052.

19. Acceptance of the State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant PT26058

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Authorize the City Council to accept a $515,000 Selective Traffic Enforcement Program award granted to the Newport Beach Police Department by the State of California, Office of Traffic Safety; and
c) Approve Budget Amendment 26-028 increasing NBPD revenue estimates and expenditure appropriations by $515,000.

20. Planning Commission Agenda for the September 18, 2025, Meeting
Receive and file.

Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Grant, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; the request by staff to remove Agenda Item 10, and the revised license agreement for Agenda Item No. 16.

The motion carried 7-0.

X. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

XI. PUBLIC HEARINGS

21. Community Development Block Grant Program Year 2024-25, Consolidated Annual Performance and Evaluation Report

a) Hold a public hearing to receive comments on the Program Year 2024-25 CAPER;
b) Find this activity exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly;
c) Approve the Program Year 2024-25 CAPER; and

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d) Authorize the City Manager or her designee to submit the Program Year 2024-25 CAPER to HUD.

Mayor Stapleton opened the public hearing at 5:24 p.m.

There being no public comments, Mayor Stapleton closed the public hearing at 5:24 p.m.

Motion by Councilmember Blom, seconded by Councilmember Weber, to a) Hold a public hearing to receive comments on the Program Year 2024-25 CAPER; b) Find this activity exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; c) Approve the Program Year 2024-25 CAPER; and d) Authorize the City Manager or her designee to submit the Program Year 2024-25 CAPER to HUD.

The motion carried 7-0

22. Relocation Plan for Tenants at 301 East Balboa Boulevard

a) Hold a public hearing;
b) Determine this action exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action will not result in a physical change to the environment, directly or indirectly; and
c) Approve the Relocation Plan for the property at 301 East Balboa Boulevard, Newport Beach, California, 92661, dated June 20, 2025, prepared by Overland, Pacific and Cutler, LLC, a TranSystems company, conforming to the requirements of California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq., and AB 1482.

Mayor Stapleton opened the public hearing at 5:25 p.m.

Jim Mosher noted the reference to a potential public parking facility in the staff report that may explain a previous speaker's comments; questioned relocation plans and reviewed relocation plan specifics; noted that the City may proceed with the demolition of the existing structure and the advancement of the project; questioned specifics to the five-year waiting period; and reiterated concerns related to the three residential units and process of replacement.

Adam Leverenz questioned whether this structure would be triplex or a fourplex, as the information from the consultant seemed to vary; voiced his concern regarding preservation of affordable housing at the site; and stressed the importance of offering affordable housing to residents throughout the City.

Sandy Manich spoke that she has enjoyed her liveaboard permit for twelve years; and expressed concern related to reduced affordable housing in the City.

Mayor Stapleton closed the public hearing at 5:33 p.m.

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At Mayor Stapleton's request, Real Property Administrator, Lauren Whitlinger clarified that the five-year period will allow the City time to identify three replacement units elsewhere in the City; noted that the fourth unit was illegal and therefore it not required for replacement; clarified that the City is not responsible for building those units; and noted that the current tenants are being compensated to vacate the property.

Motion by Mayor Stapleton, seconded by Councilmember Weber, to a) Determine this action exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action will not result in a physical change to the environment, directly or indirectly; and b) Approve the Relocation Plan for the property at 301 East Balboa Boulevard, Newport Beach, California, 92661, dated June 20, 2025, prepared by Overland, Pacific and Cutler, LLC, a TranSystems company, conforming to the requirements of California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq., and AB 1482.

The motion carried 7-0

XII. CURRENT BUSINESS

23. Initiation of Zoning Code and Local Coastal Program Amendments Related to Smoke Shops, Smoking Lounges, and Other Tobacco-Related Businesses and Establishing a Temporary Moratorium of Tobacco Retailer Businesses

a) Determine this action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15262, Section 15060(c)(2), Section 15060(c)(3), Section 15305, and Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3;

b) Adopt Ordinance No. 2025-31, *An Urgency Ordinance of the City Council of the City of Newport Beach, California, Establishing a Temporary Moratorium on the Establishment and Operation of New Tobacco Retailer Businesses and the Relocation or Physical Expansion of Existing Tobacco Retailer Businesses, Also Known as Smoke Shops*; and

c) Adopt Resolution No. 2025-64, *A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code Pertaining to Smoke Shops, Smoking Lounges, and Other Tobacco-Related Businesses (PA2025-0171).*

Acting Director of Community Development Jaime Murillo, and Associate Planner Oscar Orozco presented the staff report including a PowerPoint presentation reviewing details of the urgency ordinance and resolution; the background of the item; noted illegal activity at tobacco retailers; reviewed the temporary moratoriums' timetable and proposed code revisions.

Councilmember Grant thanked staff for the presentation and requested clarification regarding whether the ordinance for consideration addresses solely the sale of tobacco-related products and if it also included an opportunity to review smoking locations throughout the City.

City Attorney Harp explained that staff can look at where smoking is permitted, or not, when reviewing the code amendments.

Councilmember Grant noted that it is important to look at sale and locations of use and thought densely populated areas would benefit from review of the use in those areas.

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Mayor Pro Tem Kleiman clarified that location use was a part of her previously considered A-1 item as well as indicated in the title of the agenda item; thanked her colleagues on the City Council for their support; emphasized the importance of putting protections in place for the community; and was fully supportive of moving forward.

PUBLIC COMMENTS

Jim Mosher noted smoking regulations were addressed in the approval of Agenda Item No 3.; stated that Chapter 6.25 of the Municipal Code would benefit from revisions; and noted this item seems to contain a sweeping moratorium regulating all tobacco retailer businesses in addition to smoke shops.

Motion by Councilmember Blom, seconded by Councilmember Weber, to a) Determine this action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15262, Section 15060(c)(2), Section 15060(c)(3), Section 15305, and Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3; b) Adopt Ordinance No. 2025-31, An Urgency Ordinance of the City Council of the City of Newport Beach, California, Establishing a Temporary Moratorium on the Establishment and Operation of New Tobacco Retailer Businesses and the Relocation or Physical Expansion of Existing Tobacco Retailer Businesses, Also Known as Smoke Shops; and c) Adopt Resolution No. 2025-64, A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code Pertaining to Smoke Shops, Smoking Lounges, and Other Tobacco-Related Businesses (PA2025-0171).

Councilmember Grant offered an alternate motion to add a review of the policy to address where smoking is allowed in the City. **The motion failed for lack of a second.**

City Attorney Harp clarified that staff has broad guidance on tobacco and will look at locations for smoking in the City

Councilmember Grant reiterated that the proposed motion would include a review of smoking locations in the City.

The motion carried 7-0

XIII. MOTION FOR RECONSIDERATION – None

Mayor Stapleton provided comments in recognition and in memoriam of the life of Charlie Kirk, who demonstrated a dedication to civil discourse and to his family.

XIV. ADJOURNMENT IN MEMORIAM – Charlie Kirk

Adjourned at 5:49 p.m.

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on September 18, 2025, at 4:00 p.m.

_____
Joe Stapleton
Mayor

_____
Jennifer Farris
Assistant City Clerk

Draft

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 3

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org
PREPARED BY:	Brad Miller, Lieutenant - 949-644-3750, bmiller@nbpd.org
TITLE:	Ordinance No. 2025-26: Adding Chapter 6.30 Prohibition of Sale and Distribution of Flavored Tobacco Products

ABSTRACT:

For the City Council's consideration is the second reading and the adoption of Ordinance No. 2025-26, which would add Chapter 6.30 to the Newport Beach Municipal Code, Prohibition of Sale and Distribution of Flavored Tobacco Products in Newport Beach. The ordinance was introduced and considered at the Newport Beach City Council's September 23, 2025 Regular Meeting.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-26, *An Ordinance of the City Council of Newport Beach, California, Amending Chapter 6.25 (Regulation of Smoking in Public Areas) and Adding Chapter 6.30 (Prohibition of Sale and Distribution of Flavored Tobacco Products) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Smoking and Tobacco Sales*.

DISCUSSION:

At its September 23, 2025 meeting, the Newport Beach City Council introduced and passed to second reading Ordinance No. 2025-26, which would ban the sale and distribution of flavored tobacco products in Newport Beach.

The City of Newport Beach, like many communities across California, is facing growing public health and safety concerns related to the sale and use of flavored tobacco products. Flavored tobacco products, including flavored e-cigarettes, menthol cigarettes, cigarillos, shisha, and smokeless tobacco, are often marketed in ways that increase their appeal to youth. The use of fruit, mint, candy and other characterizing flavors can reduce the perceived harshness of nicotine, which may encourage experimentation and increase the potential for long-term use.

Data from the California Youth Tobacco Survey (2023) indicates that 21.6% of California high school students had used a tobacco product, and 85.6% of those reported using flavored products. Research consistently shows that young smokers are more likely to initiate use with flavored products, and those who do are at significantly higher risk of becoming long-term tobacco users. Nicotine exposure during adolescence can alter brain development, impair learning and memory, and increase susceptibility to future substance abuse.

To help address these concerns, the California legislature enacted Health & Safety Code 104559.5 in 2024, which prohibited the retail sale of most flavored tobacco products. Additionally, the law expressly authorizes local jurisdictions to adopt stricter measures to better restrict access to tobacco products. Without local enforcement authority, flavored tobacco products can remain accessible through retailers who exploit and ignore the law.

By prohibiting the sale and distribution flavored tobacco products, Newport Beach will close gaps in state law, provide clarity for retailers, and give law enforcement the discretion needed to enforce violations effectively. This ordinance aligns with the City's responsibility to protect public health and safety, particularly for youth and vulnerable populations, and reinforces Newport Beach's commitment to maintaining a healthy, family-friendly community.

FISCAL IMPACT:

There is no fiscal impact related to this item. Should the proposed ordinance be adopted by the City Council, the City will serve notice to retailers regarding the prohibition. Any costs associated with the noticing efforts can be absorbed within the current budget.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2025-26

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING CHAPTER 6.25 (REGULATION OF SMOKING IN PUBLIC AREAS) AND ADDING CHAPTER 6.30 (PROHIBITION OF SALE AND DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS) TO TITLE 6 (HEALTH AND SANITATION) OF THE NEWPORT BEACH MUNICIPAL CODE, RELATING TO SMOKING AND TOBACCO SALES

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs, subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and further grants the City Council the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, California Health and Safety Code Section 104559.5 ("Section 104559.5") prohibits the sale and distribution of flavored tobacco products, largely because these flavored products were marketed to youth and young adults, and young smokers were more likely than older smokers to have tried these products;

WHEREAS, Section 104559.5 specifically provides that a city may adopt local laws that impose greater restrictions on access to tobacco products than state law;

WHEREAS, in 2023, the California Department of Health and Safety reported that 21.6% of California high school students had used a tobacco product and of those students who were currently using tobacco products, 85.6% reported using flavored tobacco products (*Results of the 2023 California Youth Tobacco Survey*);

WHEREAS, California law allows the sale of flavored shisha (hookah tobacco) under specific conditions, which has allowed greater access to underage users;

WHEREAS, use of flavored tobacco by underage users has been shown to increase the likelihood that underage users of tobacco will become a long-term tobacco users;

WHEREAS, flavored tobacco and flavored products used in electronic nicotine delivery systems present health, welfare, and public safety issues for cities, in particular the youth;

WHEREAS, flavored tobacco products contain addictive nicotine which increases the risk for future addiction to other drugs, especially in children, and potentially expose

both the users and bystanders to other harmful substances, including heavy metals, volatile organic compounds, and ultrafine particles that can be inhaled deeply into the lungs;

WHEREAS, Section 6.25.060 (Penalties) limits prosecution for violations of Chapter 6.25 (Regulation of Smoking in Public Areas) to an infraction; however, the City has seen an increase in smoking in prohibited locations, and law enforcement needs the discretion to have these crimes prosecuted as misdemeanors; and

WHEREAS, in the interest of the health, welfare, and safety of the residents and visitors to Newport Beach, the City Council finds that greater penalties are necessary to deter smoking on public property and additional regulations are needed to limit the sale and distribution of flavored tobacco products to those who are underage.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: Section 6.25.010 (Definitions), of Chapter 6.25 (Regulation of Smoking in Public Areas), of Title 6 (Health and Sanitation), of the NBMC is hereby amended and shall read as follows.

6.25.010 Definitions.

For the purpose of this chapter, certain words and phrases shall be construed herein as set forth in this section unless it is apparent from the context that a different meaning is intended:

"Enclosed" means closed in by a roof and four walls with appropriate openings for ingress and egress.

"Characterizing flavor" means a taste or odor, distinguishable by an ordinary consumer either prior to or during the consumption of a tobacco product, other than the taste or odor of tobacco, including, but not limited to, tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice, or a cooling sensation distinguishable by an ordinary consumer during the consumption of a tobacco product.

"Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the

manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

"Flavored tobacco product" means a tobacco product that contains a constituent that imparts a characterizing flavor including, but not limited to, flavored shisha tobacco, flavored shish tobacco products and fluids, flavored cigarette wraps, as well as any tobacco product which is not listed on the Unflavored Tobacco List established and maintained by the Attorney General pursuant to California Health and Safety Code Section 104559.1, other than flavored loose-leaf tobacco and premium cigars.

"Premium cigar" means any cigar that is handmade, is not mass produced by use of mechanization, has a wrapper, which is made entirely from whole tobacco leaf, and has a wholesale price of no less than twelve dollars ($12). A premium cigar does not have a filter, tip, or nontobacco mouthpiece and is capped by hand.

"Tobacco product" means a product containing, made, or derived from tobacco or nicotine that is intended for human consumption including a flavored tobacco product, cigarettes, cigars, little cigars, pipe tobacco; and an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including an electronic cigarette, cigar, pipe, or hookah.

"Smoke" or "smoking" means inhaling, exhaling, burning, or carrying any lighted smoking equipment for any tobacco product, cannabis, or any other weed or plant. "Smoke" and "smoking" shall include inhaling or exhaling e-liquid, vape juice, nicotine, cannabis, cannabidiol, terpenes, synthetic cannabinoids or other chemicals or substances in an aerosolized or vaporized form.

Section 2: Section 6.25.020 (Regulation of Smoking in Public Places) is hereby amended, and shall read as follows:

6.25.020 Regulation of Smoking in Public Places.

Within the jurisdiction of the City, it shall be unlawful for a person to:

A. Smoke tobacco products in elevators in buildings generally used by and open to the public, including elevators in office, hotel and multifamily buildings;

B. Smoke tobacco products in public areas of health care facilities and hospitals, as defined in California Health and Safety Code Section 1250, except in specially designated smoking areas, which may be all or part of a public area;

C. Smoke tobacco products in hearing rooms, conference rooms, chambers, and places of public assembly in which public business is conducted;

D. Smoke tobacco products in a publicly or privately owned theater, auditorium, or other similarly enclosed facility which is open to the public for the primary purpose of exhibiting any motion picture, stage production, musical recital, sporting event, or any other performance;

E. Smoke tobacco products in service lines in which more than one person is giving or receiving services of any kind;

F. Smoke tobacco products within fifty (50) feet of any area posted as a nonsmoking area;

G. Smoke tobacco products within one thousand (1,000) feet of a school or day care center;

H. Smoke tobacco products within fifty (50) feet of any outdoor dining area lawfully provided by an eating and drinking establishment;

I. Smoke tobacco products in any vehicle that is parked on public property, if the smoking is detectable outside of the vehicle;

J. Smoke tobacco products in any public park, park facility, beach, or the oceanfront boardwalk or within one hundred (100) feet of a public park, park facility, beach, or the oceanfront boardwalk, while the person is located on public property. This prohibition shall not apply to a person in a car or truck that is being driven;

K. Smoke tobacco products within fifty (50) feet of any farmers' market or event that is being conducted pursuant to a special event permit issued by the City; or

L. Smoke a flavored tobacco product on public property, including, but not limited to, parks, sidewalks, public buildings, and schools.

Section 3: Section 6.25.060 (Penalties), of Chapter 6.25 (Regulation of Smoking in Public Areas), of Title 6 (Health and Sanitation), of the NBMC is hereby repealed in its entirety, allowing a violation of Chapter 6.25 (Regulation of Smoking in Public Areas) to be prosecuted as an infraction or misdemeanor.

Section 4: The table for contents for Title 6 (Health and Sanitation) of the NBMC is hereby amended and shall read as follows:

Title 6
HEALTH AND SANITATION

Chapters:

6.04 Garbage, Refuse and Cuttings
6.05 Use of Expanded Polystyrene Disposable Food Service Ware
6.06 State Mandated Municipal Solid Waste Diversion Programs
6.08 Food Handling Services
6.25 Regulation of Smoking in Public Areas
6.30 Prohibition of Sale and Distribution of Flavored Tobacco Products

Section 5: Chapter 6.30 (Prohibition of Sale and Distribution of Flavored Tobacco Products) of Title 6 (Health and Sanitation) of the NBMC is hereby added and shall read as follows:

Chapter 6.30
PROHIBITION OF SALE AND DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS

Sections:

6.30.010 Definitions.
6.30.020 Sale and Distribution of Flavored Tobacco Products Prohibited.

6.30.010 Definitions.

For the purposes of this chapter, the following words and phrases have the meaning set forth in this section:

"Characterizing flavor" means a taste or odor, distinguishable by an ordinary consumer either prior to or during the consumption of a tobacco product, other than the taste or odor of tobacco, including, but not limited to, tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice, or a cooling sensation distinguishable by an ordinary consumer during the consumption of a tobacco product.

"Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

"Distribute" means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.

"Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor including, but not limited to, flavored shisha tobacco, flavored shish tobacco products and fluids, flavored cigarette wraps, as well as any tobacco product which is not listed on the Unflavored Tobacco List established and maintained by the Attorney General pursuant to California Health and Safety Code Section 104559.1, other than flavored loose-leaf tobacco and premium cigars.

"Premium cigar" means any cigar that is handmade, is not mass produced by use of mechanization, has a wrapper, which is made entirely from whole tobacco leaf, and has a wholesale price of no less than twelve dollars ($12). A premium cigar does not have a filter, tip, or nontobacco mouthpiece and is capped by hand.

"Sell" or "sale" means to furnish, exchange, transfer, deliver, or supply for monetary gain.

"Tobacco product" means any of the following: a product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff; an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including an electronic cigarette, cigar, pipe, or hookah; or any component, part, or accessory

of a tobacco product, whether or not sold separately. A Tobacco product does not include a nicotine replacement product approved by the United States Food and Drug Administration.

6.30.020 Sale and Distribution of Flavored Tobacco Products Prohibited.

It shall be unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any flavored tobacco product in the City.

Section 6: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 7: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 8: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 9: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 10: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 23rd day of September, 2025, and adopted on the 14th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton, Mayor

ATTEST:

_____
Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 4

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org
PREPARED BY:	Brad Miller, Lieutenant - (949) 644-3750, bmiller@nbpd.org
TITLE:	Ordinance No. 2025-27: Adding Chapter 6.40 Prohibition of Sale, Distribution and Use of Nitrous Oxide

ABSTRACT:

For the City Council's consideration is the second reading and the adoption of Ordinance No. 2025-27, which would add Chapter 6.40 to the Newport Beach Municipal Code, Prohibition of Sale, Distribution and Use of Nitrous Oxide in Newport Beach. The ordinance was introduced and considered at the Newport Beach City Council's September 23, 2025 Regular Meeting.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-27, *An Ordinance of the City Council of Newport Beach, California, Adding Chapter 6.40 (Prohibition of Sale, Distribution, and Use of Nitrous Oxide) to Title 6 (Health and Sanitation) of the Newport Beach Municipal Code, Relating to Nitrous Oxide Sales*.

DISCUSSION:

At its September 23, 2025 meeting, the Newport Beach City Council introduced and passed to second reading Ordinance No. 2025-27, which would ban the sale, distribution and use of nitrous oxide in Newport Beach.

Nitrous oxide, commonly referred to as "laughing gas" or "whippets," has emerged as a public health and safety concern in Newport Beach and Orange County. While nitrous oxide has legitimate commercial and medical uses, it is increasingly misused by youth and young adults as a recreational inhalant. This misuse presents unique challenges that warrant local regulatory action beyond existing State law.

Nitrous oxide is widely available for purchase under the guise of "whipped cream chargers" or "culinary use." These products are inexpensive, packaged in colorful, youth-appealing designs, and are often sold in smoke shops, convenience stores and online platforms.

Unlike alcohol or cannabis, there are no meaningful point-of-sale restrictions. This accessibility has normalized nitrous oxide as a cheap, easily obtainable drug among youth and young adults.

Recreational use of nitrous oxide is far from benign. Short-term effects include disorientation, nausea, blackouts and impaired motor control, which pose immediate risks to both users and the public, particularly when combined with driving or public disturbances. More troubling are the long-term effects of chronic misuse, which include vitamin B12 depletion, irreversible nerve damage, paralysis, cognitive impairments and even death.

Newport Beach Police Department nitrous oxide related arrests have increased dramatically in recent years, from five in 2020 to 41 in 2024, with 34 arrests already recorded in 2025. This represents more than a 700% increase since 2020, with the City on pace to exceed last year's total by the end of 2025. These figures indicate both a consistent upward trajectory in use and a concentration of activity within our community, underscoring the need for proactive intervention.

California Penal Code §381b makes it illegal to possess or use nitrous oxide for the purpose of intoxication, but the statute does not adequately deter sales under the "culinary use" loophole. As a result, local smoke shops and other retailers continue to profit from the distribution of nitrous oxide for recreational purposes. Law enforcement is restricted to proving recreational intent by individuals.

Neighboring jurisdictions -- including Santa Ana, Costa Mesa and the County of Orange -- have recently moved to close this loophole by adopting ordinances that directly prohibit the sale, distribution and recreational use of nitrous oxide. By adopting a similar local ordinance, Newport Beach can safeguard public health and provide law enforcement with a clear and enforceable tool to reduce misuse. A municipal ban on the sale, distribution and recreational use of nitrous oxide will help close regulatory gaps, reduce youth access, limit public nuisance impacts and affirm the City's commitment to proactive public safety.

FISCAL IMPACT:

There is no fiscal impact related to this item. Should the proposed ordinance be adopted by the City Council, the City will serve notice to retailers regarding the prohibition. Any costs associated with the noticing efforts can be absorbed within the current budget.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2025-27

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADDING CHAPTER 6.40 (PROHIBITION OF SALE, DISTRIBUTION, AND USE OF NITROUS OXIDE) TO TITLE 6 (HEALTH AND SANITATION) OF THE NEWPORT BEACH MUNICIPAL CODE, RELATING TO NITROUS OXIDE SALES

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs, subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and further grants the City Council the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, nitrous oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting and is legitimately used for industrial purposes and as a propellant for food products;

WHEREAS, nitrous oxide is also subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive;

WHEREAS, the recreational misuse and abuse of nitrous oxide can cause permanent vitamin deficiencies in the blood, and can cause long-term neurological effects, including paralysis and death;

WHEREAS, the incidence of nitrous oxide recreational misuse and abuse has been on the rise within the City, and has been associated with multiple criminal incidents throughout the City in the past few months; and

WHEREAS, in the interest of the health, welfare, and safety of Newport Beach residents and visitors, the City Council desires to prohibit the misuse and abuse of nitrous oxide by restricting the sale, distribution and use of nitrous oxide within the jurisdictional boundaries of the City.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The table for contents for Title 6 (Health and Sanitation) of the Newport Beach Municipal Code is hereby amended and shall read as follows:

Title 6
HEALTH AND SANITATION

Chapters:

6.04 Garbage, Refuse and Cuttings
6.05 Use of Expanded Polystyrene Disposable Food Service Ware
6.06 State Mandated Municipal Solid Waste Diversion Programs
6.08 Food Handling Services
6.25 Regulation of Smoking in Public Areas
6.30 Prohibition of Sale and Distribution of Flavored Tobacco Products
6.40 Prohibition of Sale, Distribution, and Use of Nitrous Oxide

Section 2: Chapter 6.40 (Prohibition of Sale, Distribution, and Use of Nitrous Oxide) of Title 6 (Health and Sanitation) of the Newport Beach Municipal Code is hereby added and shall read as follows:

Chapter 6.40
PROHIBITION OF SALE, DISTRIBUTION, AND USE OF NITROUS OXIDE

Sections:

6.40.010 Definitions.
6.40.020 Use of Nitrous Oxide Prohibited.
6.40.030 Sale and Distribution of Nitrous Oxide Prohibited.
6.40.040 Exceptions to Prohibition.

6.40.010 Definitions.

For the purposes of this chapter, the following words and phrases have the meaning set forth in this section:

"Device" means any cartridge, compressed gas cylinder, apparatus, container, or other object used to contain or dispense or administer nitrous oxide.

“Distribute” means to furnish, giveaway, exchange, transfer, deliver or supply, whether or not for monetary gain.

“Nitrous oxide” means the colorless nonflammable gas sometimes identified as N_2O, which is sometimes used in aerosols and sometimes used as an anesthetic, and which,

when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter.

"Wholesale capacity" means the sale of or distribution of nitrous oxide or devices in large/bulk quantities to retailers, resellers, or professionals, and not to an individual consumer or end user.

"Sell" or "sale" means to furnish, exchange, transfer, deliver, or supply for monetary gain.

6.40.020 Use of Nitrous Oxide Prohibited.

It shall be unlawful to use or attempt to use nitrous oxide within the City, unless the use of the nitrous oxide is authorized by the exceptions set forth in Section 6.40.040.

6.40.030 Sale and Distribution of Nitrous Oxide Prohibited.

It shall be unlawful for any person in the City to sell, advertise for sale, offer for sale, attempt to sell, distribute, or otherwise provide to any person, directly or indirectly, nitrous oxide, any device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide, unless authorized by the exceptions set forth in Section 6.40.040.

6.40.040 Exceptions to Prohibition.

This chapter shall not apply in the following circumstances:

A. When nitrous oxide is contained in a food product and used solely as a propellant.

B. When nitrous oxide or any associated device is sold, advertised, offered for sale, attempted to be sold, distributed, or otherwise provided in a wholesale capacity.

C. When nitrous oxide or any associated device is used, sold, advertised, offered for sale, attempted to be sold, distributed, or otherwise provided solely for the purpose of enhancing vehicle performance.

D. When nitrous oxide is used, sold, advertised, offered for sale, attempted to be sold, distributed, or otherwise provided for medical or dental care, under the supervision of a State licensed medical or dental practitioner and in accordance with all applicable rules and regulations of the State.

E. When a person uses nitrous oxide pursuant to a valid prescription issued by a medical practitioner licensed by the State, and such use is consistent with the terms of the prescription.

F. When nitrous oxide or any associated device is sold, advertised, offered for sale, attempted to be sold, distributed, or otherwise provided by: a State licensed pharmacist, pharmacist intern, or pharmacy as defined by California Business & Professions Code §§ 4030, 4036, and 4037; or a wholesaler licensed by the California State Board of Pharmacy.

G. Any other circumstances exempted under law.

Section 3: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 4: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 6: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 7: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 23rd day of September, 2025, and adopted on the 14th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton, Mayor

ATTEST:

_____
Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 5

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org
PREPARED BY:	Kelley Maslin, Sergeant - 949-644-3694, kmaslin@nbpd.org
TITLE:	Ordinance No. 2025-28: Amending Subsection B of Section 10.04.010 of Chapter 10.04 to define Possession of an Open Container

ABSTRACT:

For the City Council's consideration is an amendment to Subsection B of Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) of the Newport Beach Municipal Code (NBMC) related to the possession of alcoholic beverages. The proposed amendment would more clearly define possession of an open container. The proposed ordinance will update Chapter 10.04 of the Newport Beach Municipal Code. The ordinance was introduced for consideration at the City Council's September 23, 2025 regular meeting.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-28: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) of the Newport Beach Municipal Code Related to the Possession of Alcoholic Beverages*.

DISCUSSION:

At its September 23, 2025 meeting, the City Council introduced and passed to second reading Ordinance No. 2025-28. The ordinance would amend Subsection B of Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) of the Newport Beach Municipal Code related to the possession of alcoholic beverages to further define possession of an open container. If adopted, the ordinance would become effective on November 13, 2025.

It is generally prohibited for any person to possess an open, partially consumed, or unsealed container of alcoholic beverage in or on public streets, sidewalks, alleys, restrooms, parking lots (public or private), beaches, piers (open to the public), parks, vacant lots, or private property visible to the public. Regulations for drinking in public are

defined currently under NBMC Section 10.04.010 (Drinking in Public). Specifically, Subsection B of Section 10.04.010 addresses possession of an open container of alcohol.

Police officers, most often while working beach enforcement, encounter individuals with open containers of alcohol on the sand next to them, or containers within their immediate reach and vicinity. The proposed amendments would clarify the term "possession" to include actual physical possession and constructive, joint or other types of possession, such as when an individual has control over or access to an open container of alcohol, even if not physically held.

To ensure clarity and consistency, the Police Department wishes to amend the definition of "possession" included in Subsection B of Section 10.04.010 for the purposes of enforcing the prohibition, including distinctions between actual, constructive, joint, and other types of possession of alcoholic beverages in public areas.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2025-28

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 10.04.010 (DRINKING IN PUBLIC) OF CHAPTER 10.04 (INTOXICATING LIQUOR) OF THE NEWPORT BEACH MUNICIPAL CODE RELATED TO THE POSSESSION OF ALCOHOLIC BEVERAGES

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, it is generally prohibited for any person to possess an opened, partially consumed, or unsealed container of alcoholic beverage in or on public streets, sidewalks, alleys, restrooms, parking lots (public or private), beaches, piers (open to the public), parks, vacant lots, or private property visible to the public, without the consent of the property owner or lawful possessor;

WHEREAS, questions have been raised regarding the interpretation of the term "possession" as used in the prohibition, including whether it refers solely to actual physical possession or also includes constructive, joint or other types of possession, such as when an individual has control over or access to an open container of alcohol even if it is not physically held; and

WHEREAS, the City Council wishes to ensure clarity and consistency in the definition of "possession" for the purposes of enforcing the prohibition, including distinctions between actual, constructive, joint, and other types of possession of alcoholic beverages in public areas.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: Section 10.04.010 (Drinking in Public) of Chapter 10.04 (Intoxicating Liquor) is hereby amended and shall read as follows:

10.04.010 Drinking in Public.

A. No person shall drink or consume any alcoholic beverage in or on any public street or alley, public sidewalk, public or private parking lot, public restroom, public pier, private pier open to the public upon the payment of any fee, public beach, vacant lot, or public park or private property which is open to public view without the consent of the owner or person in lawful possession or control of the private property. The provisions of this section shall also apply to any beach or public parking facility in the area commonly known as Newport Dunes.

B. No person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, in or on any public street or alley, public sidewalk, public or private parking lot, public restroom, public pier, private pier open to the public upon the payment of any fee, public beach, vacant lot, or public park, or private property which is open to public view, without the consent of the owner or person in lawful possession or control of the private property. The provisions of this section shall also apply to any beach or public parking facility in the area commonly known as Newport Dunes.

C. As used in Section, the term "possess" shall include: actual possession, which is the physical custody or control of the can, bottle or other receptacle, such as holding or carrying an open container of alcohol; constructive possession, which is the ability and intent to exercise control over the can, bottle or other receptacle, even if it is not physically held, such as when an open container is within one's immediate reach or in a personal vehicle or property under one's control; joint possession, which is where two or more individuals share control or custody of the can, bottle or other receptacle; or any other circumstance in which a person knowingly exercises control or dominion over the can, bottle or other receptacle, whether physically or through indirect means.

D. Alcoholic beverages as used in this section include alcohol, spirits, wine or beer and which contain one-half of one percent or more of alcohol by volume, and which is fit for beverage purposes, either alone or when distilled, mixed or combined with other substance.

E. The provisions of this section shall not apply where the consumption or possession is within premises located in a park or other public place for which a license has been issued pursuant to California Business and Professions Code,

Division 9, pursuant to an approved special event permit in compliance with Chapter 11.03, or where the consumption or possession is within the outdoor area of a lawfully permitted eating and drinking establishment.

F. Any person violating or failing to comply with subsection (B) of this section shall be guilty of an infraction, and subject to punishment as set forth in this Code.

Section 2: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 23rd day of September, 2025, and adopted on the 14th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
JOE STAPLETON, MAYOR

ATTEST:

_____
MOLLY PERRY, INTERIM CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
AARON C. HARP, CITY ATTORNEY

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 6

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org
PREPARED BY:	Kelley Maslin, Sergeant - 949-644-3694, kmaslin@nbpd.org
TITLE:	Ordinance No. 2025-29: Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code

ABSTRACT:

For the City Council's consideration is a second reading and adoption of Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code. The proposed ordinance will update Chapter 11.04 of the Newport Beach Municipal Code to prohibit electric bicycles and other motorized transportation devices on the playground of Newport Elementary School. The ordinance was introduced for consideration at the City Council's September 23, 2025 regular meeting.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2025-29*: An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) and Amending Section 11.04.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the Newport Beach Municipal Code.*

DISCUSSION:

At its September 23, 2025 meeting, the City Council introduced and passed to second reading Ordinance No. 2025-29. The ordinance would prohibit the operation of electric bicycles and similar devices on the Newport Elementary School playground and amend Section 11.04.130 of Chapter 11.04 of the Newport Beach Municipal Code. If adopted, the ordinance would become effective November 13, 2025.

The Newport-Mesa Unified School District operates a public elementary school (Newport Elementary School), bounded by 13th Street, West Ocean Front, 14th Street and West Balboa Boulevard. On February 10, 2015, the City entered into a lease agreement with the District for the shared use of property south of West Ocean Front between the southerly extension of 13th Street and the southerly extension of 14th Street. This area ("Property") consists of a grass playing field, a blacktop playground and a sand playground area. When the Property is not in use by the District for school activities it is open to the public.

The blacktop playground includes several basketball courts and handball courts. It is frequently used outside of District hours for recreational activities such as hockey. The sand playground consists of a jungle gym adjacent to the blacktop playground. The sand playground is regularly used by young children and families.

The Newport Beach Police Department, in response to complaints about excess e-bike speeding on the Peninsula Boardwalk, conducted a targeted operation in Spring 2025 aimed at increasing boardwalk safety.

While conducting increased enforcement on the boardwalk near Newport Elementary School, officers observed a significant increase in the use of e-bikes, other motorized bikes, motorized boards and motorized scooters on the Property, particularly at the blacktop playground. Users were observed riding at excessively fast speeds, performing tricks, "wheelies" and other potentially dangerous bike maneuvers that conflict with other recreational activities at the Property. The use of e-bikes, which can reach top speeds of up to 28 mph, pose an unreasonable risk of injury to other users of the Property, who may not be watching for an e-bike while engaging in sports activities or play, and to young children utilizing the sand playground.

To maximize public use, safety and enjoyment of the Property, the Police Department recommends an amendment to NBMC Chapters 11.04 (Parks, Park Facilities, and Beaches) to prohibit the operation of e-bikes, electrically motorized boards, any motorized bicycles and motorized scooters from operating on the Property when the Property is not in use by the District. This generally includes weekends, school holidays, school recesses, vacations, and breaks, and weekdays from 3 p.m. to 6 a.m.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2025-29

ATTACHMENT A

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADDING SECTION 11.04.085 (PROHIBITING THE USE OF ELECTRIC BICYCLES AND SIMILAR DEVICES ON THE NEWPORT ELEMENTARY SCHOOL PLAYGROUND) AND AMENDING SECTION 11.04.130 (EXEMPTION) OF CHAPTER 11.04 (PARKS, PARK FACILITIES, AND BEACHES) OF THE NEWPORT BEACH MUNICIPAL CODE

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, City is the trustee of certain tidelands and filled lands within the corporate limits of Newport Beach lying southerly of West Ocean Front between the southerly extension of 13th Street and the southerly extension of 14th Street;

WHEREAS, the Newport-Mesa Unified School District, a political subdivision of the State of California ("District"), operates a public elementary school (Newport Elementary School), which is bounded by 13th Street, West Ocean Front, 14th Street and West Balboa Boulevard;

WHEREAS, on February 10, 2015, the City entered into a lease agreement with the District for the shared use between the City and District of the tidelands lying southerly of West Ocean Front between the southerly extension of 13th Street and the southerly extension of 14th Street, consisting of a grass playfield, a blacktop playground, and a sand playground area ("Property");

WHEREAS, during those times when the Property is not in use by the District for school activities, the City has observed a significant increase in the use of electric bicycles, electrically motorized boards, motorized bicycles, and motorized scooters to perform tricks and similar bike maneuvers, which conflict with other recreational activities and pose an unreasonable risk of injury to the users of these devices and other users of the Property;

WHEREAS, the City desires to maximize public use and enjoyment of the Property by implementing rules and regulations that promote the overall health, safety and welfare of people using the Property for recreational purposes;

WHEREAS, Newport Beach Municipal Code ("NBMC") Chapter 11.04 (Parks, Park Facilities, And Beaches) provides regulations regarding the use of the City's parks, park facilities and beaches; and

WHEREAS, the City Council desires to amend NBMC Chapters 11.04 (Parks, Park Facilities, And Beaches) to prohibit the operation of electric bicycles, electrically motorized boards, motorized bicycles, and motorized scooters from operating on the Property when the Property is not in use by the District.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The table for contents for Chapter 11.04 (Parks, Park Facilities, and Beaches) of the NBMC is hereby amended to read as follows:

Chapter 11.04
PARKS, PARK FACILITIES, AND BEACHES

Sections:

11.04.010 Intent and Purpose.
11.04.020 Definitions.
11.04.030 General Administration.
11.04.040 Park Hours.
11.04.050 Closed Park Areas.
11.04.060 Permit or Agreement Requirement.
11.04.070 Prohibited Conduct.
11.04.080 Biking and Similar Activities on the Beach.
11.04.085 Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground.
11.04.090 Abandoned Bicycle.
11.04.100 Violation of Rules and Policies of Department.
11.04.110 Ejection.
11.04.120 Prohibition Against Obstructing Performance of City Employee.
11.04.130 Exemption.
11.04.140 Penalty.

Section 2: Section 11.04.085 (Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground) is added to Chapter 11.04 (Parks, Park Facilities, and Beaches) of the NBMC and shall read as follows:

Section 11.04.085 Prohibiting the Use of Electric Bicycles and Similar Devices on the Newport Elementary School Playground.

A. It shall be unlawful for any person to operate or ride an electric bicycle, electrically motorized board, motorized bicycle, or motorized scooter on the playground of Newport Elementary School during the following times: on weekends; on weekdays between the hours of 3:00 p.m. to 6:00 a.m.; and at any time when Newport Elementary School is closed to students, including but not limited to, school holidays, school breaks, such as winter break and spring break, and school vacations, such as summer vacation.

B. For purposes of this section, the "playground of Newport Elementary School" is defined as the area located south of West Ocean Front, between the southerly extensions of 13th Street and 14th Street, extending to the Pacific Ocean and shall include, but not be limited to, all areas at this location with asphalt/blacktop, rubberized surfacing, grass, artificial turf, sand, and playground equipment.

Section 3: Section 11.040.130 (Exemption) of Chapter 11.04 (Parks, Park Facilities, and Beaches) of the NBMC is hereby amended to read as follows:

The provisions of this chapter shall not apply to a law enforcement officer, an employee or contractor of the City acting in the course and scope of their employment, activities or programs of the Recreation and Senior Services Department, activities or programs of the Newport-Mesa Unified School District ("District") on property leased to the District, or as authorized by a special event permit issued by the Director pursuant to the provisions of Chapter 11.03.

Section 4: The City's Traffic Engineer or designee is hereby directed to erect or place appropriate signs giving notice of the regulations imposed by this ordinance.

Section 5: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 6: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 8: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the NBMC shall remain unchanged and shall be in full force and effect.

Section 9: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 23rd day of September, 2025, and adopted on the 14th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
JOE STAPLETON, MAYOR

ATTEST:

_____
MOLLY PERRY, INTERIM CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
AARON C. HARP, CITY ATTORNEY

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 7

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Sean Levin, Recreation and Senior Services Director - 949-644-3151, slevin@newportbeachca.gov
PREPARED BY:	Justin Schmillen, Recreation and Senior Services Deputy Director - 949-644-3160, jschmillen@newportbeachca.gov
TITLE:	Ordinance No. 2025-30: Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation & Senior Services Department

ABSTRACT:

For the City Council's consideration is an amendment of Newport Beach Municipal Code (NBMC) Chapter 2.12.110 that would add enforcement of park and park facility related provisions of the code as a function of the Recreation & Senior Services Department (RSS). This inclusion is necessary to apply for and execute a Management Control Agreement (MCA) between the Newport Beach Police Department (NBPD) and RSS to authorize Park Patrol Officers (PPOs) use of the California Law Enforcement Telecommunication System (CLETS). The attached ordinance was introduced and considered at the September 23, 2025, City Council meeting.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct second reading and adopt Ordinance No. 2025-30: *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code to Include Education and Enforcement Related Provisions as a Function of the Recreation and Senior Services Department.*

DISCUSSION:

On July 22, 2003, City Council approved a Park Patrol program under the Recreation & Senior Services Department (RSS) to patrol and monitor active parks and recreation facilities and maintain a safe park environment in the City of Newport Beach (City). Park Patrol Officers (PPOs) patrol and maintain a presence in the City's 65 parks year-round, making over 15,000 public contacts annually. Their primary goal is to gain compliance with park rules and regulations through public education. They also have the authority to

write administrative citations, if necessary, for Newport Beach Municipal Code (NBMC) violations that occur in City parks. PPOs are equipped with radios and provided access to police communications and may be dispatched, called upon to assist, or coordinate with Newport Beach Police Department (NBPD) in certain situations.

Based on Park Patrol's specified services, NBPD has requested a Management Control Agreement (MCA) between the NBPD and RSS Departments to authorize PPO's use of CLETS equipment and information. CLETS is a communications network maintained by the California Department of Justice (DOJ) to communicate and obtain information from federal and state databases. The NBPD is a CLETS subscribing agency.

Section 1.5.1A of the DOJ's CLETS policies, practices and procedures, states that non-criminal justice agencies "may access CLETS equipment or information from the CLETS on behalf of the CLETS subscribing agency to accomplish specified services (such as dispatching, parking citations or data processing/information technology services), if such delegation is authorized pursuant to statute, ordinance, regulation or an agreement between agencies." A signed MCA must be received and approved by the DOJ to authorize the NBPD to permit access to RSS. An MCA would require Park Patrol officers to maintain annual CLETS security training to qualify for access to NBPD's encrypted radio system. It would also allow them to conduct a search of licenses plate information over the radio system.

Amending Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the NBMC to include the "education and enforcement of park and park facility related provisions of the code" as a department function provides the statue necessary to distinguish the RSS Department as an authorized, non-criminal justice designee to enable the MCA. The NBPD currently has three MCAs in place with other City departments that state an enforcement function under their respective sections of Chapter 2.12 of the NBMC: Harbor Department, Community Development Department/Code Enforcement and Public Works Department/Refuse Division. The attached ordinance was introduced and considered at the September 23, 2025 City Council meeting.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2025-30

ATTACHMENT A

ORDINANCE NO. 2025-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 2.12.110 OF CHAPTER 2.12 (ADMINISTRATIVE DEPARTMENTS) OF THE NEWPORT BEACH MUNICIPAL CODE TO INCLUDE EDUCATION AND ENFORCEMENT RELATED PROVISIONS AS A FUNCTION OF THE RECREATION AND SENIOR SERVICES DEPARTMENT

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, since 2003, the Recreation and Senior Services Department ("Recreation and Senior Services") has administered the Park Patrol Program to monitor 65 City parks and enforce park rules with Park Patrol Officers ("PPOs");

WHEREAS, PPOs patrol 365 days a year and make over 15,000 public contacts annually which serve to educate the public and gain compliance with park rules and regulations. Additionally, PPOs have the authority to issue administrative citations for Newport Beach Municipal Code ("NBMC") violations in City parks and to assist the Newport Beach Police Department ("NBPD") when called upon;

WHEREAS, NBPD has requested a Management Control Agreement ("MCA") between NBPD and Recreation and Senior Services authorizing PPOs to use California Law Enforcement Telecommunications System ("CLETS") equipment and information;

WHEREAS, CLETS is a communications network maintained by the California Department of Justice ("DOJ") to communicate and obtain information from federal and state databases;

WHEREAS, Section 1.5.1A of the DOJ's CLETS Policies, Practices and Procedures, states that NBPD may enter into a MCA with non-criminal justice designees pursuant to statute, ordinance, regulation or an agreement to authorize access to CLETS information and equipment;

WHEREAS, each of the City's three non-criminal justice designees, the Harbor Department, Community Development Department - Code Enforcement, and Public Works Department, have entered into a CLETS MCA with NBPD, which includes a Release of Information Agreement referencing the enforcement of the NBMC as a department function under Chapter 2.12 (Administrative Departments) of the NBMC;

WHEREAS, the City Council intends to amend the NBMC to reflect the enforcement function of park and park facility provisions of the NBMC by Recreation and Senior Services, which is a requirement to access CLETS; and

WHEREAS, an MCA with Recreation and Senior Services would require each PPO to maintain annual CLETS security training to qualify for access to NBPD's encrypted radio system and the capability to conduct a search of license plate information over the radio.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: Section 2.12.110 of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code is hereby amended to read as follows:

Section 2.12.110 Recreation and Senior Services Department

The Recreation and Senior Services Department shall be under the supervision of the Recreation and Senior Services Director. The functions of the Recreation and Senior Services Department shall include:

A. Advise and liaison to the Parks, Beaches and Recreation Commission;

B. Planning coordination and direction of community recreational activities;

C. Operation and control of all parks, recreation, and senior services facilities over which the City exercises jurisdiction;

D. Master planning for the acquisition and development of park and recreational facilities;

E. Education and enforcement of park and park facility related provisions of this Code; and

F. Such other functions as may be delegated by the City Manager or the City Council.

Section 2: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 23rd day of September, 2025, and adopted on the 14th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton, Mayor

ATTEST:

_____
Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 8

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Seimone Jurjis, Assistant City Manager - 949-644-3232, sjurjis@newportbeachca.gov
PREPARED BY:	Benjamin M. Zdeba, AICP, Planning Manager - 949-644-3253, bzdeba@newportbeachca.gov
TITLE:	Resolution No. 2025-65: Creating the Newport Beach Police Headquarters Assessment Committee

ABSTRACT:

For the City Council's consideration is the adoption of a resolution to create the Newport Beach Police Headquarters Assessment Committee (Committee). The Committee, consisting of three Councilmembers and four resident members, will evaluate potential sites and assess the feasibility, costs and conceptual design for a new station headquarters for the Newport Beach Police Department (NBPD).

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA guidelines because this action will not result in a direct or indirect physical change to the environment; and

b) Adopt Resolution No. 2025-65, *A Resolution of the City Council of the City of Newport Beach, California, Creating the Newport Beach Police Headquarters Assessment Committee*.

DISCUSSION:

On September 23, 2025, the City Council unanimously supported an A-1 item introduced by Mayor Stapleton to initiate a comprehensive evaluation of potential sites and the feasibility, cost and design considerations for a new NBPD station headquarters. The action responds to long-term facility needs at the current headquarters (870 Santa Barbara Drive), which was constructed in 1973 and now faces functional and capacity constraints related to modern policing, training, technology and community service demands.

A recent use survey and needs assessment, prepared at the direction of the Public Works Department, indicates the existing headquarters totals approximately 49,284 gross square feet, while a replacement facility should be at least 73,000 square feet to accommodate operational needs, including adequate Patrol Division space and an appropriately designed firearms training and shooting range.

As outlined in the draft resolution establishing the Committee, it will function as an ad hoc advisory body subject to the Brown Act. Its purpose is to evaluate suitable sites and develop feasibility findings, conceptual programming, and high-level cost and delivery recommendations for the City Council's consideration.

The Committee will be composed of three City Councilmembers and four resident members. Details related to member terms, qualifications and responsibilities are defined in the resolution and its incorporated attachment.

Upon the City Council adoption of the resolution, the City Clerk will issue the public application notice for the four resident seats. Following the closure of the application period, Mayor Stapleton will bring forward recommended appointments for confirmation by the City Council. Once seated, the Committee will convene to finalize its work plan and schedule, coordinate with City staff and consultants as needed, and return with interim updates and a final set of recommendations for the City Council consideration.

FISCAL IMPACT

There is no fiscal impact related to the item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in a direct or indirect physical change to the environment.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Resolution No. 2025-65

Attachment A

Resolution No. 2025-65 to Create the Ad Hoc Committee

RESOLUTION NO. 2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CREATING THE NEWPORT BEACH POLICE HEADQUARTERS ASSESSMENT COMMITTEE

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, at its meeting on September 23, 2025, the City Council voted to consider the formation of an ad hoc committee to evaluate potential sites and assess the feasibility, cost, and design of constructing a new Newport Beach Police Department ("NBPD") headquarters;

WHEREAS, the current NBPD headquarters, located at 870 Santa Barbara Drive, was constructed in 1973 and no longer adequately meets the operational needs of the NBPD;

WHEREAS, the City's Public Works Department completed a use survey of the existing NBPD headquarters, along with a comprehensive needs assessment, to evaluate current space utilization and future requirements;

WHEREAS, the use survey determined that the existing facility comprises 49,284 gross square feet, while the needs assessment concluded that a new headquarters should be a minimum of 73,000 square feet to adequately accommodate the Patrol Division and include a properly designed firearms training and shooting range; and

WHEREAS, the City Council desires to create the Newport Beach Police Headquarters Assessment Committee to evaluate potential sites and assess the feasibility, cost and design options for a new NBPD headquarters.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby creates the Newport Beach Police Headquarters Assessment Committee ("Committee"), the purpose of which shall be to evaluate potential sites and assess the feasibility, cost and design of constructing a new Newport Beach Police Department headquarters.

Section 2: The Committee shall be an ad hoc advisory committee and shall be subject to the Brown Act. The term, qualification of appointees, selection of appointees, appointment process, membership, responsibilities, and expiration shall be done in conformance with this resolution and Attachment 1, which is incorporated herein by this reference.

Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative portion of this resolution.

Section 4: If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

ADOPTED this 14th day of October, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment 1: Description of the Newport Beach Police Headquarters Assessment Committee

ATTACHMENT 1

NEWPORT BEACH POLICE HEADQUARTERS ASSESSMENT COMMITTEE

AUTHORIZATION:	Established by Resolution No. 2025-__ adopted on October 14, 2025.
MEMBERSHIP:	Seven (7) members appointed by the Mayor and confirmed by the City Council.
MEMBERSHIP TERM:	Membership shall be indefinite, pending expiration or termination of the Committee. Committee members shall serve at the pleasure of the City Council.
MEETINGS:	Committee meetings will be held as necessary or convenient for the Committee. All meetings shall be noticed and held in such locations and at such dates and times consistent with the Ralph M. Brown Act.
COMPOSITION OF APPOINTED MEMBERS:	The seven (7) members shall be comprised of three (3) City Councilmembers and four (4) residents of the City of Newport Beach.
QUALIFICATIONS OF MEMBERS:	Members shall be City of Newport Beach residents.
SELECTION OF APPOINTED MEMBERS:	Except as otherwise required by state law, the Mayor (or his/her designee) shall have the discretion to determine the process for selecting members and shall not be required to form an "ad-hoc appointments committee" or comply with the procedural or timing requirements set forth in Council Policy A-2.

PURPOSE & RESPONSIBILITIES:

A. Evaluate potential sites for a new Newport Beach Police Department station headquarters and provide recommendations to the City Council;

B. Assess the feasibility, cost and design of developing a new Newport Beach Police Department station headquarters and provide recommendations to the City Council; and

C. Such other related matters as directed by the City Council.

EXPIRATION:

The Committee shall expire upon making its recommendations to the entire City Council at a noticed public meeting of the City Council, or December 31, 2028, whichever is earlier.

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 9

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Andy Tran, Principal Civil Engineer - 949-644-3315, atran@newportbeachca.gov
TITLE:	Slurry Seal Program Fiscal Year 2024-25 – Notice of Completion for Contract No. 9717-1 (25R04)

ABSTRACT:

On April 15, 2025, the City Council awarded Contract No. 9717-1 for Slurry Seal Program FY 2024-25 to American Asphalt South, Inc. The project slurry sealed residential streets and seal coated parking lots in the Spyglass Hill, Newport Hills, Harbor View and Seawind communities. The work is now complete. Staff requests that the City Council accept the completed work and close out the contract.

RECOMMENDATION:

a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

DISCUSSION:

Overall Contract Cost/Time Summary

Awarded Contract Amount	Final Total Contract Amount	Total Contract Change Amount	Percent Contract Cost Change
$1,176,197.00	$1,149,884.64	-$26,312.36	-2.2%

Allowed Contract Time + Approved Extensions (Days) =	40	Actual Time Used (Days)	39

This project included distributing construction notices to affected residents and businesses; placing “No Parking, Tow-Away” signs and setting up traffic control; clearing existing pavement of debris, soil and other loose materials; street sweeping; removal of existing traffic striping, pavement markings, and raised pavement markers; weed removal and crack sealing; placing slurry seal on asphalt streets and trails; placing sealcoat on asphalt parking lots; installing new traffic striping, pavement markings and raised pavement markers; and other incidental items of work necessary to complete the work.

The contracted work has been completed to the satisfaction of the Public Works Department.

A summary of the construction cost is as follows:

Original Bid Amount:	$ 1,176,197.00
Actual Cost of Bid Items Constructed:	$ 1,144,154.04
Total Change Orders:	$ 5,730.60
Final Contract Cost:	**$1,149,884.64**

The total contract amount was $1,149,884.64, which was approximately 2.2% lower than the original bid amount. This minor cost decrease was primarily due to overestimation of slurry seal and sealcoat quantities during the project's design phase.

A summary of the project schedule milestones is as follows:

Estimated Start of Construction per Annual Baseline Schedule	May 12, 2025
Actual Start of Construction Per Notice to Proceed	June 2, 2025
Estimated Completion per Annual Baseline Schedule	September 26, 2025
Substantial Completion Date Inclusive of Extra Work	July 25, 2025

The project start date was delayed to minimize impacts to schools within the affected neighborhoods. However, warmer than expected weather reduced the slurry seal cure time. Therefore the project finished on schedule.

FISCAL IMPACT:

The Slurry Seal Program FY 2024-25 project was included within the FY 2024-25 Capital Improvement Program Budget. Funds for the construction contract were expended from the following accounts:

Account Description	Account Number	Amount
Gas Tax FY 2023-24	12101-980000-24R04	$ 275,865.87
Gas Tax FY 2024-25	12101-980000-25R04	$ 874,018.77
	Total:	**$ 1,149,884.64**

Gas tax revenue is received through State-imposed taxes on fuel and motor vehicle registration dedicated to transportation purposes.

ENVIRONMENTAL REVIEW:

On April 15, 2025, the City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c), Class 1 (maintenance of existing public facilities involving negligible or no expansion of use) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

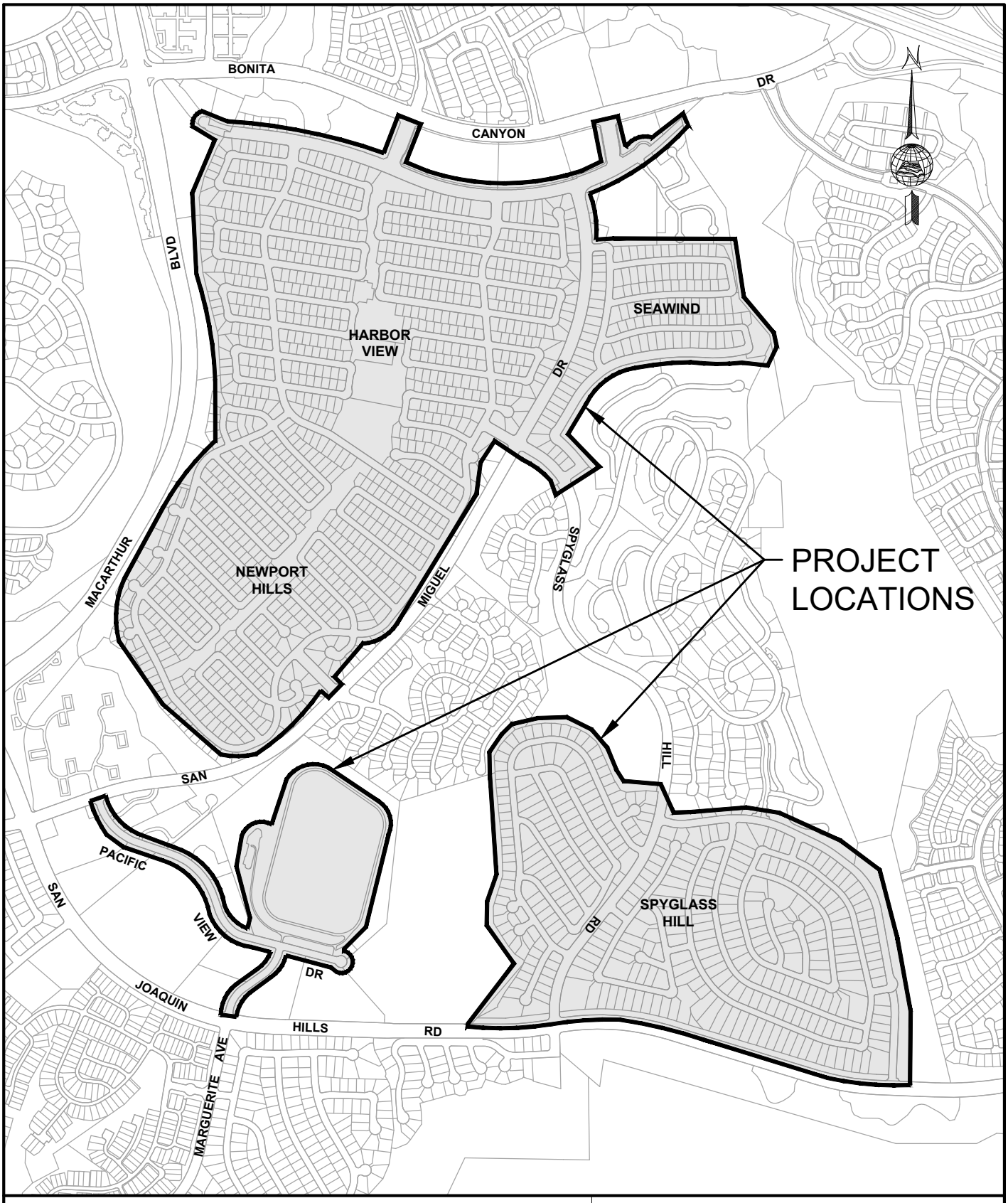
NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Location Map

ATTACHMENT A



SLURRY SEAL PROGRAM
FY 2024-25
LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-9717-1	25R04	10/14/2025

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CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 10

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Chris Miller, Public Works Administrative Manager – 949-644-3043, cmiller@newportbeachca.gov
TITLE:	Balboa Yacht Basin Maintenance Dredging – Award of Contract No. 9944-1 (26H13)

ABSTRACT:

The City of Newport Beach received a construction bid for the Balboa Yacht Basin Maintenance Dredging project as part of the Fiscal Year 2025-26 Harbor and Beaches Master Plan. Staff requests City Council approval to award the construction contract to Pacific Dredge and Construction, LLC of San Diego. This project involves dredging the access channels within the Balboa Yacht Basin marina and disposing that material within the Port of Long Beach's Pier G Slip Fill Project.

RECOMMENDATIONS:

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 Class 4 (Minor Alterations to Land – Maintenance Dredging) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment;

b) Approve the project plans and specifications;

c) Approve Budget Amendment No. 26-033 appropriating $2,049,344 in increased expenditures in Account No. 10101-980000-26H13 from the Tidelands Capital Fund unappropriated fund balance;

d) Award Contract No. 9944-1 to Pacific Dredge and Construction, LLC for the total bid price of $3,543,949 for the Balboa Yacht Basin Maintenance Dredging project, and authorize the Mayor and City Clerk to execute the contract; and

e) Establish a contingency of $354,395 (10% of total bid) to cover the cost of unforeseen work not included in the original contract.

DISCUSSION:

In mid-2024, the City and the Port of Long Beach (POLB) began discussing the concept of transporting dredged sediment from Newport Harbor that is unsuitable for open-ocean disposal to be used as fill material in the POLB's upcoming Pier G Slip Fill Project (Pier G). In January 2025, the City Council approved and executed a Memorandum of Agreement (MOA) with POLB to accept dredged material specifically from the Lower Bay main channel dredging project.

In December 2024, recognizing the unique disposal opportunity presented by the Pier G project, the City quickly initiated plans to dredge the City-owned Balboa Yacht Basin marina (BYB) as a stand-alone project separate from the federal Lower Bay dredging project. Because BYB sediments are unsuitable for open-ocean disposal, the POLB Pier G project offers what may be the City's only opportunity to dredge the marina in the foreseeable future.

Therefore, the City prioritized project planning in 2025 to meet the POLB's narrow disposal window. Within a compressed nine-month timeframe, the City developed plans and specifications, performed sediment characterization, received agency concurrence, applied for and received regulatory permit approvals, negotiated an amendment to the POLB MOA to include BYB material, and advertised the project for bid.

Project Description

The BYB, at 829 Harbor Island Dr., was constructed in 1985 with approximately 172 slips. Accumulated sediment has slowly built up over time. The depth is now above design specifications, though not yet at critical levels. Staff recommends dredging now, while a disposal option is available, rather than waiting for an unknown disposal opportunity to materialize in the future.

Dredging will occur within the four access channels. Dredging will not occur directly under the floating marina nor within the individual slips -- unless the slip tenants voluntarily vacate their slips during their phase of the project. For those tenants who vacate their slips, the City will offer a temporary, no-charge offshore mooring or a Marina Park slip if available.

The primary goal of this dredging project is to utilize the unique POLB disposal opportunity within the limited timeframe while minimally impacting BYB tenants. Therefore, the City will encourage, but not require, vessel tenants to vacate their slips during dredging.

Within the next two years, the City will be replacing the BYB marina with a new marina in a nearly identical configuration. In normal circumstances and to maximize efficiency, both the marina reconstruction and dredging projects would occur simultaneously. However, given the sediment constraints, coupled with a limited POLB disposal window, staff recommends prioritizing the dredging project separate from the marina construction project.

At 10 a.m. on September 17, 2025, the City Clerk opened and read the following bid for this project:

	BIDDER	TOTAL BID AMOUNT
Low	Pacific Dredge and Construction, LLC	$ 3,543,949

During the bidding process, staff reached out to the five local, west coast dredging contractors to alert them of this advertisement. Of this group, most are larger companies that tend to focus on higher volume dredging projects. The medium-sized contractors are more likely to specialize in the BYB's smaller volume dredging project. Staff anticipated at least two contractors would submit bids, including the firm now contracted with the U.S. Army Corps of Engineers for the Lower Bay main channel project. However, that contractor chose to focus its energy and resources on the larger Lower Bay project and therefore did not submit a BYB bid.

Pacific Dredge and Construction, LLC was the sole bidder for this project. The business holds a California State Contractor's License Classification "A" as required by the project specifications. Staff is familiar with this contractor's previous dredging efforts in Newport Harbor and is confident it can successfully perform the work required. In addition, the contractor owns an appropriately sized platform dredge barge and two smaller disposal scows that are critical for maximum efficiency in the BYB's confined access channels. In addition, Pacific Dredge and Construction, LLC will be dredging for the Linda Isle Community Association (inner lagoon and 26 private residential docks) this fall/winter, creating potential synergy between the two projects.

This City hosted a voluntary pre-bid job walk on August 26, 2025. A substantial number of detailed pre-bid questions were submitted, indicating serious contractor project interest. Pacific Dredge and Construction, LLC's bid is 5.7% above the Engineer's Estimate of $3,353,915.

Pursuant to the Contract Specifications, the contractor will have 80 consecutive working days to complete the project. Dredging is anticipated to commence within the December 2025 or January 2026 timeframe.

FISCAL IMPACT:

When the project was identified in the Harbor & Beaches Master Plan, a placeholder budget allocation was included until more details could be fully developed. Upon approval of the proposed Budget Amendment and with the adopted FY 2025-26 Capital Improvement Program budget, sufficient funding is available for this contract.

Tidelands revenue is generated from the operation of the City's tidelands and includes rent from moorings, piers, and leases, as well as income from parking lots. Currently the operating expenditures of the Tidelands fund exceeds revenues, and therefore is subsidized by the General Fund.

The Tidelands Capital Fund was created to allow for the sequestration of incremental increases from the tidelands rent adjustments solely to finance critical in-harbor capital improvements like seawall repairs, dredging, piers and other important amenities.

The following funds will be expended:

Account Description	Account Number		Amount
Tidelands Capital	10101-980000-26H13	$	3,899,344
	Total:	**$**	**3,899,344**

Proposed fund uses are as follows:

Vendor	Purpose		Amount
Pacific Dredge and Construction, LLC	Construction Contract	$	3,543,949
Pacific Dredge and Construction, LLC	Construction Contingency	$	354,395
Various	Printing and Incidentals	$	1,000
	Total:	**$**	**3,899,344**

Staff recommends establishing $354,395 (10% of total bid) for contingency purposes and unforeseen conditions associated with construction. The Budget Amendment appropriates $2,049,344 in increased expenditure appropriations from the Tidelands Capital Fund unappropriated fund balance, which has over $45 million in reserves.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 Class 4 (Minor Alterations to Land – Maintenance Dredging) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Budget Amendment
Attachment B – Location Map

ATTACHMENT A

City of Newport Beach

BUDGET AMENDMENT

2025-26

BA#: 26-033

Department: Public Works

Requestor: Theresa Schweitzer

ONE TIME: ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

Approvals		
City Clerk:		**Date**
Finance Director:	Jaun Alcuaz	**Date** 10/1/25
Budget Manager:		**Date** 10/01/25

EXPLANATION FOR REQUEST:

To increase budget appropriations for construction on the Balboa Yacht Basin Maintenance Dredging project (26H13). The project involves dredging the access channels within the Balboa Yacht Basin marina and disposing that material within the Port of Long Beach's Pier G Slip Fill Project.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ -

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
101	10101	980000	26H13	TIDELANDS HARBOR CAP CIP - CIP EXPENDITURES FOR GL	2,049,344.00
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ 2,049,344.00

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) $
101	300000	TIDELANDS HARBOR CAP FUND - FUND BALANCE CONTROL	(2,049,344.00)
		-	
		-	
		-	
		Subtotal	$ (2,049,344.00)

Fund Balance Change Required



BALBOA YACHT BASIN MARINA DESIGN

LOCATION MAP

CITY OF NEWPORT BEACH

PUBLIC WORKS DEPARTMENT

26H13	02/27/24

N:\Desk\PBWShared\Contracts\FY23-24 CURRENT\400_PARKS_HARBORS_BEACHES\Balboa Yacht Basin Docks 23H11\COUNCIL MEMOS\Map Location.dwg 02/13/24 - 10:33am kaube

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 11

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jeff Boyles, Fire Chief - 949-644-3101, jboyles@nbfd.net
PREPARED BY:	Brian McDonough, Administrative Services Division Chief - 949-644-3368, bmcdonough@nbfd.net Raymund Reyes, Administrative Manager - 949-644-3352, rreyes@nbfd.net
TITLE:	Approval to Purchase Three 2026 or Newer Model Year Rescue Ambulances from Professional Sales and Service, L.C.

ABSTRACT:

City Council Policy F-9: City Vehicle / Equipment Replacement Guidelines establishes a replacement schedule for ambulances (on a commercial chassis) of 100,000 miles or 8 years. At least two of the City's ambulances will reach or exceed 100,000 miles by the end of calendar year 2025, and a third unit will likely reach or exceed this mileage limit on or before July 2026. Due to current production lead times of 24-28 months from the proposed manufacturer, and to secure fixed pricing, staff is requesting an advanced purchase of three 2026 Model Year or newer ambulances in the current Fiscal Year 2025-26.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve the selection and purchase of three 2026 or newer model year Horton 623FL Type 1 2WD ambulances on 2026 or newer Freightliner M2 Medium Duty Chassis, from Professional Sales and Service, L.C., using cooperative selection and pricing under Sourcewell Contract #122123-RVG;

c) Authorize the City Manager to execute any necessary purchase agreements related to the purchase on a form approved by the City Attorney; and

d) Approve Budget Amendment No. 26-032 appropriating $1,570,065.69 in increased expenditures in the vehicle replacement fund, account no. 7529032-911016 from the Equipment Internal Service Fund (752) reserves.

DISCUSSION:

The City operates four frontline advanced life-support (ALS) capable ambulances, which are staffed with two firefighter-paramedics each. These units are strategically placed at Stations 2 (Balboa Peninsula), 3 (Fashion Island), 5 (Corona del Mar), and 7 (Santa Ana Heights) to provide the most effective coverage throughout the City. The Santa Ana Heights ambulance was approved as part of the Fiscal Year 2023-24 budget process to address growing demand and service needs. The fleet also includes four older ambulances that were placed in reserve status after reaching their normal service life per Council Policy F-9. These units, stored at the City's corporation yard and at fire stations with additional space, are used in instances of high activity, for large community events, or when a frontline unit is out of service for maintenance or repair.

Due to the high volume of medical-related calls, ambulances spend a large amount of their service life responding to incidents and transporting patients, often being dispatched again before returning to their assigned station.

Three of the four frontline ambulances are 2022 model year units, built by Leader Industries, Inc. and purchased in 2020 following City Council approval at the October 27, 2020 City Council Meeting. Per Council Policy F-9, ambulances are scheduled for replacement at 8 years or 100,000 miles. Two of the units will reach or exceed 100,000 miles by the end of calendar year 2025, and the third unit is expected to reach this mileage limit on or before July 2026.

Unit Number No.	Description	In-Service Date	Mileage (as of 9/29/2025)
2654	2022 Leader Ambulance	10/21/2022	65,500
2652	2022 Leader Ambulance	07/22/2022	81,957
2653	2022 Leader Ambulance	08/08/2022	94,962

Per Administrative Policy AP-001, cooperative purchasing may be used if the procurement requirements of the cooperative meet the City's purchasing requirements. The City is an active participating agency in Sourcewell, a State of Minnesota local government agency and service cooperative that establishes costs for purchases from various vendors using a competitive bidding processes. The large pool of public agencies participating in this cooperative creates an economy of scale, allowing manufacturers and vendors to sell in greater volume and pass on the savings to participating agencies through reduced pricing. The City most recently used Sourcewell selection and pricing in October 2024 to purchase four replacement fire engines, and in August 2025 to purchase Police Department patrol vehicles.

Following a Sourcewell Request for Proposals process in November 2023, the REV Group (the current parent company of Horton Ambulance) was awarded a contract (122123-RVG) for ambulances and emergency vehicles. Professional Sales and Service,

L.C. (PSS) offers a Horton ambulance built on a 2026 Freightliner M2 chassis that meets Newport Beach Fire Department specifications and requirements.

In anticipation of the upcoming replacement of the 2022 units, staff contacted PSS to obtain a proposal for three 2026 or newer model year Horton ambulances on the Freightliner M2 chassis. PSS is an authorized Horton dealer and was previously awarded the retrofit and re-chassis of reserve ambulance Unit No. 2647 (which uses the Horton ambulance box) in September 2023 following approval of the fourth frontline ambulance.

PSS has an estimated build time of 24-28 months for three units, will guarantee fixed pricing (no Consumer Price Index adjustments or price increases due to a model year chassis change) and will agree to liquidated damages of $250 per ambulance, per day, should they fail to meet the delivery deadlines.

Vendor	**Total Delivered Price (Each)**	**Total Delivered Price (Three Units)**	**Estimated Build Time**
Professional Sales and Service, L.C.	$523,355.23	$1,570,065.69	24-28 months

A 2025 purchase would account for the estimated two-year delivery schedule and meet the City's F-9 policy regarding the replacement cycle for these units while locking in current pricing. If the City were to wait until 2026 or later for procurement, the replacement would be delayed to 2028 and the costs would likely increase.

FISCAL IMPACT:

Supply chain issues, production delays, and inflationary increases, coupled with changes in the fire apparatus manufacturing industry in the last few years have impacted availability and cost across the nation. The City's purchase cost of an ambulance has increased significantly since the last units were purchased in 2013 and 2020.

Year Ordered	**Model Year**	**Description**	**Unit Cost**
2013	2013	Leader (Halcore Group) / Freightliner Chassis	$ 214,175.88
2020	2022	Leader (Halcore Group) / Freightliner Chassis	$ 326,952.56
2025	2026	Horton (Formerly Halcore Group, now REV Group) / International Chassis	$ 523,355.23

As part of the department's due diligence, staff requested proposals from two other ambulance builders (who also had cooperative purchasing awards) to compare pricing on ambulances with similar specifications. One complete proposal was received. The cost was approximately $54,832 higher for three units and the build time was longer (an estimated 28-34 months).

The Finance Department conducted an analysis of the fleet internal service fund to determine the fund's capacity to purchase three ambulances in the current fiscal year. The department determined that the fund has sufficient cash balances to pay the increased replacement cost in the current fiscal year, and the purchase will not impact the ability of the fund to pay for all other scheduled replacements this Fiscal Year. It should be noted that $407,380 in funding previously allocated for a lifeguard rescue vessel replacement was returned to the Equipment Internal Service Fund reserve due to project savings and will help offset the purchase of the new ambulances.

Budget Amendment No. 26-032 appropriates $1,570,065.69 in increased expenditures in the vehicle replacement fund, account no. 7529032-911016 from the Equipment Internal Service Fund (752) reserves.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Proposal from Professional Sales and Service, L.C.
Attachment B – Sourcewell Contract 122123-RVG
Attachment C – Budget Amendment

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

October 1, 2025

Newport Beach Fire Department
100 Civic Center Drive, Bay 2B,
Newport Beach, CA 92660

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides the Newport Beach Fire Department the following estimate for a new ambulance vehicle. We appreciate the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects a new Type **I** ambulance equipped with similar options and feature configuration to the Horton ambulance discussed with you in previous conversations. The proposal is as follows:

Three (3) 2026 Horton 623FL Type I 2WD Custom Ambulance Mounted on a 2026 or Newer Freightliner M2 Medium duty chassis Horton Door Forward Crash Barrier Design

The module body will be 173" long and have an interior height of 72" inches. It will be mounted on a 2026 or Newer Freightliner M2 Medium duty chassis dual rear wheel cab/chassis. This proposal includes Horton's electrical system: The I4g – The most advanced electrical system available which incorporates solid-state electronics with Multiplexing technology. It also includes weight saving all-aluminum module body, NO-wood construction, aluminum cabinetry, electrical system diagnostic testing, digital computer consoles, privacy windows, LED lighting package and much more.

Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PSS SHOWROOM
1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

PRICE PAGE

Ambulance Price	*$343,079.00*
*Chassis Price**	*$111,817.00*
Shipping	*$4,800.00*
Tire Fee ($1.75 each)	*$12.25*
Pre Construction(5 personnel)	*Inc.*
Final Inspection (5 personnel)	*Inc.*
Multi Unit Discount	*-$5,000.00*
Ambulance Price (Pre Tax)	*$454,708.25*

Optional Stryker Equipment

Stryker Power Load	*$28,530.00*
Power Load Install	*$1,550.00*
Stryker Shipping	*$699.00*
Stryker Price (Pre Tax)	*$30,779.00*

Ambulance Price	*$454,708.25*
Stryker Total	*$30,779.00*
Sales Tax at 7.75%	*$37,867.98*
Total Delivered Price Each	*$523,355.23*
Total Delivered Price Three (3) Units	*$1,570,065.69*

*Chassis price quoted is a 2026 Freightliner, subject to change based on actual 2026 chassis price, and tariff impacts if applicable.
** Contract Pricing is as per the Sourcewell Contract 122123-RVG
and HGAC Contract # AM10-20
***Any and all Tariff related price increase will be passed along with supporting documentation.
****Sales tax rate is subject to change based on actual sales tax rate at time of sale.

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PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

PROPOSAL CONDITIONS

F.O.B. POINT: Newport Beach, CA 92660

DELIVERY: Due to current and ongoing national supply chain issues specifically in regards to chassis availability. We will be providing estimated delivery times only. Currently Horton standard lead time is approximately 24- 28 months (pending chassis).Please note all delivery times are quoted barring any delays due to strikes, availability of component parts (including chassis), or acts of God

Delivery delay penalty: These units are quoted to be finished at the factory within 24 months and delivered to the end user at 28 months as stated above. 28 months is equivalent to approximately 840 days. At 840 days from the signing of this proposal, if the units are not delivered, a delivery delay penalty in the amount of $250 per day per unit will be assessed and reduced off the final invoice of each unit."

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts, so you know that in the unlikely event of a problem we are only a phone call away.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by the Newport Beach Fire department

** Pre-payment discounts are available upon request.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should you ever need it.

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(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

Unless accepted within Sixty (60) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides.

Respectfully Submitted,

Professional Sales and Service, LC

Braxton T. Peterson

Braxton T. Peterson, General Manger

Newport Beach Fire Department, CA agrees to purchase the vehicle detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

_____	_____	_____
Authorized by (Print name)	Signed	Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

PSS SHOWROOM
1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

August 4, 2025

Horton EMERGENCY VEHICLES

PRELIMINARY BUILD SPECIFICATION

Quote # QUO0000011100
Production #
Document Rev. # 1
Status: Draft

Prepared For:
Braxton Peterson
Newport Beach Fire Dept
3300 Newport Beach Fire Dept.
Newport Beach,
CA
92658
Phone:

Presented By:
Kevin Westfall
Professional Sales and Service
762 South Redwood Road
Salt Lake City, UT
84104
Phone: (801) 977-3961

Option	QTY	Description
CHASSIS		
1000-0002	**1**	**AMBULANCE SPECIFICATIONS**
SR00332408	**1**	CHASSIS, 2026 FREIGHTLINER M2, 174 The chassis required to complete the ambulance conversion shall be supplied by Horton. * (NG9829-31) required post factory exhaust and battery re-work. • DEF tank moved so that it is truly flush with back-of-cab. • CARB22 BASE WARRANTY SURCHARGE DD5/DD8 SS/B6.7/L9 HOR295 Chassis spec
SR00332411	**1**	MDT MOUNT: San Francisco Fire Style. (1) Mount #DL-TX204-MTU-O / Lund Tilt-Swivel Clamshell mount / flush mount shall be provided and installed per customer approval. Additionally. the MDT screen mounting shall; be modified to provide more ventilation and access to the Aux inputs. Customer to provide prints and measurements of modifications.
SR00332435	**1**	A Liquid Spring hydraulic rear suspension with Dump capability shall be installed in lieu of the OEM suspension. The installation shall be done by an OEM Sub-Contractor. Cost of suspension shall be included with Chassis.
SR00332456	**1**	CHASSIS SHALL BE ORDERED WITH TWO (2) AIR HORNS

Option	QTY	Description
		The FL-M2 chassis shall be ordered with two (2) air horns, mounted one (1) each side on chassis cab hood. The air horns shall be chrome finish and shall be actuated by a driver side floor mounted foot switch.
1000-0085	**1**	**CHASSIS ORDERED WITH ALUM WHEELS, MD** The chassis will include aluminum OEM wheels.
1000-0065	**1**	**WALK THROUGH FOR FREIGHTLINER** Type 1 Freightliner chassis to be modified to provide walk through access to the patient area.
SR00332417	**1**	**The walk-thru opening from the forward module interior to cab shall be fitted with an aluminum diamond plate threshold.**
1000-0472	**1**	**Freightliner hub and lug nut covers for 10 lugs** Install chrome finish hub and lug nut covers for Freightliner 10 lug wheels.
1000-0073	**1**	**TIRE SIZE, 19.5", MEDIUM DUTY:** This chassis is specified to have 19.5" tires.
1000-0075	**1**	**CHASSIS IS EQUIPPED WITH AIR BRAKES** This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.
1000-0080	**1**	**CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST** The chassis specified above is to include a horizontal exhaust.
1000-0083	**1**	**STANDARD CAB HEIGHT** The specified chassis will have the standard cab height.
1000-0259	**1**	**MUD FLAPS FRONT, FREIGHTLINER** Install mud flaps behind each front tire.
1000-0346	**1**	**MUD FLAPS, REAR, LARGE W/LOGO** Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
1000-0087	**1**	**REAR DOCK BUMPERS** Install two (2) black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
1000-0313	**1**	**STEP/TANK TRIM SINGLE CAB FL, STD HEIGHT** Install diamond plate step well covers on both the curb and street side cab step wells. The covers shall sized appropriately for a standard cab.
1000-0281	**1**	**ENERGY ABSORBING FLIP-UP STEP/EMBOSSED, FREIGHTLINER** Install an energy absorbing rear step/bumper assembly with flip-up center section. Material to be embossed diamondplate.
BODY		
2000-0173	**1**	**AMBULANCE BODY** Conversion model is to be a 623 using a Freightliner chassis. Body length is 173".
2000-0237	**1**	**CRASH BARRIER SAFETY CONFIGURATION** The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an

Option	QTY	Description
		inside/outside access compartment. Compartment to include standard LED strip lighting.
2000-0013	**1**	**HEADROOM, 72"** The headroom is to be 72".
2000-0625	**1**	**ALUM. DIAMONDPLATE AT SIDE STEPWELL** Fabricate the stepping surface inside the side access door using polished aluminum diamond treadplate.
2000-0245	**1**	**DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT** Fabricate curbside of body with 6" drop skirt. To include two step side entry.
2000-0247	**1**	**NO BODY DROP, STREETSIDE** The streetside body forward of the rear wheels will not have a drop skirt.
2000-0250	**1**	**SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE** Install standard sound control package.
2000-1051	**1**	**ROOF POCKET, AUXILIARY CONDENSER** Install a roof pocket for a CoolTech II unit.
SR00332467	**1**	Recessed Pocket Install a recessed pocket in the roof that is approx. 15"x20" for Star Link. This will be up by the cool tech.
2000-0259	**1**	**PRIVACY WINDOWS, FIXED, REAR ENTRY DOORS** Install privacy tinted solid fixed windows in the rear module access doors.
SR00332438	**1**	**Add Perforated Gerber vision to both rear door windows.**
2000-0263	**1**	**PRIVACY WINDOW, SLIDING FOR SIDE ENTRY DOOR** Install a sliding tinted privacy window in the side access door.
SR00332428	**1**	**Add Perforated Gerber Vision to side entry door window.**
2000-0265	**2**	**EMERGENCY RELEASE, REAR DOORS** Install standard emergency release knobs on top and bottom of the rear module entrance doors.
2000-0704	**1**	**EMERGENCY RELEASE, SIDE ACCESS DOOR** Install emergency release knobs on top and bottom of the side module entrance door.
2000-0010	**1**	**DOOR HANDLES** Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.
SR00332464	**1**	Door Handles All the door handles to be black.
2000-0814	**1**	**VI-TECH MOUNTING, FREIGHTLINER** Install standard Vi-Tech body mounts.

Spec Writer: **John Cox**
Spec Designer: **Joe Testa** **Newport Beach Fire Dept.**

Option	QTY	Description
2000-0270	**1**	**MIRROR STAINLESS STEEL SPLASH SHIELDS** Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
2000-0596	**1**	**PRE PUNCH SPLASH SHIELDS** The specified front splash shields are to be pre-punched to accept the specified running board lights.
2000-0510	**1**	**FENDER, STAINLESS** Install a stainless steel fender at the streetside rear wheelwell location. Fender for standard wheel opening with no drop skirt.
2000-0690	**1**	**FENDERS, STAINLESS, STD, CS 6" DROP SKIRT** Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
2000-0586	**1**	**C CHANNEL RUB RAILS** Install 'C' channel style lower body rub rails.
2000-0652	**1**	**STANDARD CORNER GUARDS** Install standard height polished diamondplate corner guards.
2000-0281	**1**	**REAR DOOR HOLD OPENS, GRABBER** Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0583	**1**	**ENTRY DOOR THRESHOLDS, LINE-X** Apply black Line-X to the side and rear entry door thresholds. Delete the standard anti-slip tape.
SR00332466	**1**	Nader Pin Guard Install a guard over the rear nader pins to keep from catching a pant leg on them.
2000-0584	**1**	**REAR RISER ADP** The rear riser is to be fabricated out of polished aluminum diamondplate.
2000-0684	**1**	**LICENSE PLATE BRACKET, CENTER OF RISER** Install a recessed rear license plate bracket centered in the rear riser. Include an LED license plate light.
2000-0598	**20**	**DOOR REFLECTORS** All patient compartment entry doors to include standard red reflectors.
COMPARTMENTATION		
SR00332407	**1**	**All exterior compartment inner door panels are to be .125" smooth aluminum with DA finish.**
SR00332415	**1**	**All exterior compartments shall be fitted with .25" smooth aluminum floors with DA finish.**
SR00332423	**1**	DROP PAN IN STREETSIDE FORWARD COMPARTMENT FLOOR

Spec Writer: **John Cox**
Spec Designer: **Joe Testa** **Newport Beach Fire Dept.**

Option	QTY	Description
		A 4" D x 8" W x Full compt. depth drop pan shall be installed in the forward floor of the Streetside Forward compartment. The drop pan shall hold a 72" long Miller Board ahead of the fixed divider.
2900-1571	**1**	**STREETSIDE FORWARD COMPARTMENT** The height of the streetside front compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0400	**1**	**SS FORWARD COMPT. DIAMONDPLATE** The streetside forward compartment is to be fabricated from diamondplate.
2900-0004	**1**	**ADJUSTABLE SHELF STREETSIDE FRONT Aft of Divider. 1" Lip Shelf begins w/strut 52" above floor** Install adjustable shelving in the streetside forward compartment. Locate as noted.
2900-0219	**1**	**FIXED VERTICAL DIVIDER, STREETSIDE FRONT Fixed divider shall be located 11.5" From Right Wall** Install a 16" deep fixed vertical divider in the streetside forward compartment. Locate as noted above.
2900-0106	**1**	**ROK BACKBOARD STRAP STREETSIDE FRONT Set strap from forward wall to fixed divider, mid-height** Install a Rok buckle style backboard strap in the designated compartment.
2000-0225	**1**	**SWEEP OUT COMPARTMENT FLOOR, SS FRONT** Streetside forward compartment floor is to be sweep-out style.
2900-0095	**1**	**SILL PLATES, STREETSIDE FRONT** Install a stainless sill plate on the streetside forward compartment.
2900-1574	**1**	**STREETSIDE INTERMEDIATE COMPARTMENT** The height of the streetside intermediate compartment is to be the full available height to the bottom of the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
2000-0402	**1**	**SS INTRMDT COMPT. DIAMONDPLATE** The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	**1**	**ADJUSTABLE SHELF STREETSIDE INTERMEDIATE Full width Adj. Shelf mid-height of Compartment.** Install adjustable shelving in the streetside intermediate compartment. Locate as noted.
2000-0587	**1**	**CEILING MOUNTED ELECTRICAL EQUIPMENT** Add-on electrical equipment is to be installed on the ceiling of the streetside intermediate compartment.
2000-0624	**1**	**SWEEP OUT COMPARTMENT FLOOR SS INTERMEDIATE COMPT** Streetside intermediate compartment floor is to be sweep-out style.
2900-4005	**1**	**SILL PLATES, STREETSIDE INTERMEDIATE** Install a stainless sill plate on the streetside intermediate compartment.
SR00332455	**1**	STREETSIDE INTERMEDIATE COMPARTMENT - ADDED EQUIPMENT

Spec Writer: **John Cox**
Spec Designer: **Joe Testa** **Newport Beach Fire Dept.**

Option	QTY	Description
		A Deka Group 31 - 1000 CCA battery shall be installed in an ADP vented enclosure located on the compartment floor against the forward compartment wall. It shall be an isolated power supply for communication equipment. The battery is to be tied to the chassis charge system and to the second output on the specified battery charger. In similar fashion, install the specified Inverter/Charger and Suction Pump in an ADP enclosure on the upper forward wall of the compartment above the specified adjustable shelf.
8000-0145	**1**	**SS WHEELWELL COMPARTMENT, DELETE** Vehicle is not equipped with a streetside wheelwell compartment.
2900-1827	**1**	**STREETSIDE REAR COMPARTMENT 67" H x 37.4" W x 21.9" D** The streetside rear compartment is to be custom sized per dimensional information provided. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
SR00332460	**1**	STREETSIDE REAR COMPARTMENT DIMENSIONS The upper 24" of the notched compartment shall be 13.5" D for SCBA storage.
2000-0404	**1**	**SS REAR COMPT. DIAMONDPLATE** The streetside rear compartment is to be fabricated from diamondplate.
2900-0145	**2**	**ADJUSTABLE SHELF STREETSIDE REAR (2) Evenly spaced in full depth portion of compartment** Install adjustable shelving in the streetside rear compartment. Locate as noted.
SR00332424	**1**	**The upper shelf in this compartment shall be fitted with an inverted flange.**
2900-0216	**1**	**TOOL MOUNTING PLATE; STREETSIDE REAR** Install a .25" thick aluminum plate on the back wall of the streetside rear compartment. Plate is to have a D/A finish. Install (2) aluminum 'C' channels to the wall and secure the plate using the 'C' channels.
SR00332445	**1**	**The specified tool mounting plate shall be installed in the entire upper shallow portion of the compartment for the customer installation of (2) SCBA storage brackets.**
2000-0608	**1**	**SWEEP OUT COMPARTMENT FLOOR SS REAR COMPT** Streetside rear compartment floor is to be sweep-out style.
2900-4007	**1**	**SILL PLATES, STREETSIDE REAR** Install a stainless sill plate on the streetside rear compartment.
2900-1583	**1**	**CURBSIDE REAR COMPARTMENT** The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include

Option	QTY	Description
		standard LED strip lighting and a single hinged door.
2000-0409	**1**	**CS REAR COMPT. FLAT ALUMINUM** The curbside rear compartment is to be fabricated from flat aluminum.
2900-0149	**1**	**FIXED SHELF CURBSIDE REAR Locate fixed shelf forward of divider and 40" above floor.** Install a fixed shelf in the curbside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.
2900-0148	**2**	**ADJUSTABLE SHELF CURBSIDE REAR (2) adj. shelves forward of divider & evenly spaced above fixed shelf** Install adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	**1**	**FIXED VERTICAL DIVIDER, CURBSIDE REAR Locate full height fixed divider 18" From Right Wall.** Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.
SR00332451	**1**	**A 40" High fixed vertical divider shall be installed 10" forward of the full height fixed vertical divider. It shall be affixed to the underside of the specified fixed shelf forward of full height vertical divider.**
2900-0266	**1**	**ROK BACKBOARD STRAP CURBSIDE REAR Mid-height between left compt. wall and full height divider** Install a Rok buckle style backboard strap in the designated compartment.
2000-0611	**1**	**SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT** Curbside rear compartment floor is to be sweep-out style.
2900-4008	**1**	**SILL PLATES, CURBSIDE REAR** Install a stainless sill plate on the curbside rear compartment.
8000-0090	**1**	**CS INTRMDT COMPT, DELETE** Vehicle is not equipped with a curbside intermediate compartment.
2900-1588	**1**	**CURBSIDE FORWARD COMPARTMENT** The height of the curbside front compartment door is to be shortened to allow for a lower battery compartment. See drawings for door dimensions for both doors. Upper right front compartment is to include standard LED strip lighting and a single hinged door. Lower battery compartment includes a single hinged door with no lighting.
2000-0609	**1**	**SWEEP OUT COMPARTMENT FLOOR CS FRONT COMPT** Curbside front compartment floor is to be sweep-out style.
2900-4010	**1**	**SILL PLATES, CURBSIDE FRONT** Install a stainless sill plate on the curbside forward compartment.
3000-0126	**1**	**PULL OUT TRAY FOR 3-BATTERY SYSTEM** Install a custom battery tray for (3) batteries in the battery storage location.
2900-0110	**1**	**RUBBER MATTING IN EXTERIOR COMPARTMENTS** Ribbed black rubber matting will be installed on the floor and shelves of all exterior compartments.

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Option	QTY	Description
2900-0113	**1**	**RUBBER WALLS IN BB COMPT, GRAY** The interior of the backboard compartment is to be covered with gray rubber matting to protect equipment stored in this area.
PAINT AND GRAPHICS		
SR00332421	**1**	Specified rear retroreflective chevron striping shall include the rear doors as well. See Drawing for Graphics and Lettering layout. Black (non-reflective) .250" Pin stripe border will be provided between each color stripe. Add translucent Red Electro Cut #1172 background for "NEWPORT BEACH FIRE" and "PARAMEDICS" Lettering on rear doors.
5000-0005	**1**	**CHASSIS PAINT Match paint code for FLNA 3006 - RED Lower Cab** Paint Freightliner chassis special color as noted above.
SR00332416	**1**	The chassis cab shall have a two-tone paint scheme (White/Red) to match the existing fleet. Only the lower portion of the chassis cab shall be painted red to match customer fleet color scheme. Break line shall be at the top body contour of the side of the hood per drawing with the top of the cab hood remaining OEM white. CAB PAINT BREAK STRIPE: Gold leaf paint break stripe with black pinstripe top and bottom. White pinstripe below the lower black pinstripe on chassis cab.
5000-0189	**1**	**MODULE PAINT Match paint code for FLNA 3006** The module body is to be painted a special paint color and paint code as noted above.
SR00332448	**1**	Customer will provide Five (5) unit number plates (14 gage steel). Three (3) plates are to be approximately 20" long X 6" tall. Two (2) plates for the rear are to be approximately 12" long X 6" tall. Horton to paint the Brackets and Plates Red to match the body paint. Horton to mount unit number brackets using High Bond automotive type adhesive tape. - (1) 20" x 6" plate located centered inside the opening of the front bumper. - (1) 20" x 6" plate located on curbside centered between the belt line stripe and "FIRE", centered with the lettering above. - (1) 20" x 6" plate located on the street side centered between the compartment opening and "FIRE" centered with the lettering above. - (2) 12" x 6" plates located on centered the right and left sides of the module rear, centered with "NEWPORT BEACH"
SR00332452	**1**	BELTLINE STRIPE: Single 6" beltline, Mid Body, upward jog (z) on the forward portion of the module.

Option	QTY	Description
		REFER TO DRAWING FOR LAYOUT. SCOTCHLITE, White reflective. The stripe shall include 5/16 inch Black reflective pinstripe on edges.
5000-0014	**1**	**PAINT PANEL: SAMPLE Match paint code for FLNA 3006** A painted test panel shall be prepared with the paint color and number noted above,
5000-0036	**1**	**PAINT PANEL: CHASSIS Match paint code for FLNA 3006 - RED Lower Cab** A painted test panel shall be prepared with the paint color and number noted above, This panel is specific to the chassis repaint selected.
5000-0081	**1**	**DIAMONDGRADE CHEVRON, FULL REAR Fluorsecent Yellow Green, Fluorsecent Yellow Green** Install full rear body chevron pattern using Diamondgrade material. Install inboard or vertical corner posts and below upper drip rail.
5100-0343	**22**	**4" Shaded Goldleaf Imitation Front Face of Body Monument Block - NEWPORT BEACH FIRE RESCUE**
SR00332449	**1**	Front of Chassis Hood: "FIRE RESCUE" (Straight) 3.5" center on the front edge of the hood above the chrome trim. SEE DRAWING FOR FONT. Across top center of windshield "NEWPORT BEACH" (Straight) 3.5" SEE DRAWING FOR FONT
5100-0674	**16**	**6" Shaded Goldleaf Imitation Streetside of Body Monument Block - NEWPORT BEACH FIRE**
SR00332431	**1**	GOLD LEAF LETTERING "SIGN GOLD": Laminated Gold Leaf, 1" Engine turn, 1/8" White borders, Black shadow left. Module Sides: “NEWPORT BEACH” (Straight) approximately 6" (Scale to fit) “FIRE ” Other lettering: "PARAMEDICS" (Straight) 4 inch Red Reflective Scotchlite in white Scotchlite beltline. Chassis cab doors - NEWPORT BEACH (in arc) over Fire Dept. Emblem FIRE - Straight directly under center of emblem Red Reflective Scotchlite. Horton will install (2) customer supplied FD emblems. See drawing for font and layout.

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Option	QTY	Description
5100-0972	**16**	**6" Shaded Goldleaf Imitation Curbside of Body Monument Block - NEWPORT BEACH FIRE**
5100-1237	**16**	**4" Shaded Goldleaf Imitation Rear of Body Monument Block - NEWPORT BEACH FIRE**
SR00332414	**1**	Module Rear: “NEWPORT BEACH” (Straight) 4" lettering below rear windows. “FIRE ” (Straight) 4" lettering below rear door handles. "PARAMEDICS" (Straight) 4 inch lettering above bottom of rear doors All rear lettering is goldleaf as described elsewhere. See Drawing for font and location. White Reflective Scotchlite Black Shadow Left
5000-0194	**1**	**ACCESS DOORS DEMO STYLE R/W CHEVRON** Install red/white printed Scotchlite demo style chevrons on the center inner door panels of all entry doors.
INTERIOR FEATURES		
2000-0288	**1**	**ACRYLIC COLOR: LIGHT TINT** All acrylic doors to be light tint.
2000-0830	**1**	**COUNTERTOP, COVED, GRAY GRANITE Fore of CPR seat** Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Fabricate with coved edges around the interior perimeter of the retention lips. Color is to be Gray Granite. Locate as noted above.
2000-0592	**1**	**PAINTED STANDARD INHALATION AREA WALLS** The main wall action area walls are to be painted to match the remainder of the interior cabinets.
2000-0307	**1**	**INHALATION PANEL, CG TECH COVERED** The inhalation panel is to be fabricated from composite material and covered with CG Tech to match to color selected.
SR00332404	**1**	ADDITIONAL CABINET ON FORWARD INHALATION COUNTER TOP An additional cabinet shall be installed at the forward most end of the Inhalation Counter Top. The cabinet shall be 12" W MAX" H x12" D O.D. full height from the counter top to the underside of the Upper Inhalation Cabinet. The cabinet shall be fitted with (2) vertically hinged acrylic doors with (4) Southco latches at the top center of each door, The cabinet shall also be fitted with (2) adjustable shelves.

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Option	QTY	Description
2000-0642	**1**	**POLAR WHITE CG TECH INTERIOR COLOR** The patient area walls, inner door panels and inhalation panel (EXCLUDING the main cabinet wall and associated areas such as the action area, CPR seat and telemetry area when equipped) are to be finished with Polar White CG Tech material. Requires stainless risers and lower door panels.
2000-0457	**1**	**LONCOIN FLECKSTONE BLACK ONYX #150TS** The patient area floor is to be covered in Loncoin Fleckstone Black Onyx #150TS.
2000-0324	**1**	**STAINLESS STEEL RISERS** Install stainless steel on the interior risers. If a cabinet riser accent stripe is ordered the stainless steel will stop at the bottom edge of the stripe.
2000-0325	**1**	**STAINLESS STEEL LOWER DOOR PANELS** Finish lower section of inside patient compartment doors with stainless steel.
2000-0667	**1**	**FASHION GREY CABINET COLOR** All interior cabinetry is to be painted Fashion Grey.
2000-0709	**1**	**CABINET PAINT TO BE SMOOTH** The specified cabinet paint is to have a smooth finish.
2000-0946	**1**	**PATRIOT PLUS DOVE GRAY VINYL COLOR** All seat cushions and vinyl closeouts are to be covered in Patriot Plus Dove Gray colored material.
2000-0328	**1**	**SWIVEL MOUNT BASE FOR USSC ATTENDANT SEAT** Install a swivel base for the specified USSC attendant's seat.
2000-3136	**1**	USSC, BLACK 4-POINT, DOVE GRAY Install a Dove Gray #8567 USSC high back bucket seat with black 4pt seatbelt with safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.
2000-1754	**1**	OCCUPANT RESTRAINT. HEAD OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the head position of the squad bench. Color is to be black.
2000-1758	**1**	OCCUPANT RESTRAINT. FOOT OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the foot position of the squad bench. Color is to be black.
2000-0605	**1**	**ALUMINUM INTERIOR CABINETS** All interior cabinets are to be fabricated from aluminum.
3000-1125	**1**	**HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT** Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1126	**1**	AIRBAG SENSOR Install the standard airbag sensor in the standard location.
3000-1127	**1**	**TUBULAR AIRBAG, CPR SEAT LOCATION.** Install a tubular airbag forward of the CPR seat.
2000-0575	**1**	**CABINET TRIM RADIUSED** Install smooth radiused trim molding on all applicable interior cabinets.
2900-0210	**1**	**IV HANGER, CP WITH RUBBER ARM COT CHEST Per Drawing**

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Option	QTY	Description
		Install a Cast Products recessed IV hanger with rubber arm over the cot chest area.
2900-0207	**1**	**IV HANGER, CP WITH RUBBER ARM BENCH CHEST Per Drawing** Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.
2000-0414	**1**	**GRAB RAIL: (2) 2FT ANTI MIC. OVER COT Per Drawing** Install (2) standard style 2' main grab rails with anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-0622	**1**	**GRAB RAIL: 8FT ANTI-MIC CENTER 22.75" inboard of (2) Streetside Ceiling Grab Handles** Install a standard style 8' main grab rail with anti-microbial coating. Locate centered in the patient area ceiling.
2000-0418	**1**	**VERTICAL GRAB RAIL, 2' ANTI-MICROBIAL BOLSTER** Install a standard style 2' grab rail with anti-microbial coating. Locate on the bench bolster at the side access door angled upward toward the forward end.
2000-0419	**1**	**PATIENT DOOR GRAB RAILS: ANTI-MICROBIAL** Install standard 'V' shaped grab rails with anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	**1**	**CEILING MATERIAL, PLATINUM WHITE COMPOSITE** The standard module ceiling material shall be platinum white aluminum composite.
2000-0578	**1**	**FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE** Supply and ship loose a five lb ABC fire extinguisher.
2000-0579	**1**	**FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE** Supply and ship loose a second five lb ABC fire extinguisher.
STREETSIDE CABINETRY		
SR00332432	**1**	The Cabinet below electronics cabinet shall be used as a radio cabinet with portions of the mobile radio system and David Clark Comms System installed within this cabinet. The following items shall be installed in the radio cabinet: (1) AUXILARY RADIO POWER TERMINAL STRIP (3) Gang: (6) gage Positive - (6) gage Negative - Ignition. Located inside Radio Compartment. Add a (7) Position switch plate w/ switches (listed below) inside upper section of Radio Compartment. (4) Pos-Neg 12 gage Circuits from terminal strip. (3) out of the (4) circuits need to be wired through a Momentary (Normally On) Rocker Switch protected with 20 amp circuit breakers terminating in the following Switches: Circuit 1: (W/ Momentary Rocker Switch) "DRUG VAULT" - Terminate ALS Cabinet Circuit 2: (W/ Momentary Rocker Switch) "BLANK/SPARE" - Terminate Center Console Circuit 3: (W/ Momentary Rocker Switch) "MODEM" - Terminate Radio Compartment Circuit 4: (W/Out Rocker Switch) "MDC" - Terminate Center Console Configure: Wire 6 gage continuously Hot to designated AUXILARY POWER BATTERY in the curbside forward compartment. Label all wiring.

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Option	QTY	Description
2000-0337	**1**	**LINEN CABINET** Install a standard storage cabinet behind the attendant seat.
2900-1076	**1**	**FIXED SHELF, UPPER LINEN CLOSET** Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-1079	**1**	**ADJUSTABLE SHELF MIDDLE 1 LINEN CLOSET** Fab and install an adjustable aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-2029	**2**	**SOLID LAMINATE-COVERED LINEN CLOSET DOOR** Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
2900-1070	**1**	**PIANO HINGE FOR LINEN CLOSET TOP DOOR** The upper linen cabinet door(s) is/are to use piano style hinge.
2900-1074	**1**	**PIANO HINGE FOR LINEN CLOSET LOWER DOOR** The lower linen cabinet door(s) is/are to use piano style hinge.
2900-1183	**1**	**LOCKING SOUTHCO LATCH, UPPER LINEN, CHANGE 10** Install a locking stainless flush mount Southco HD style pull latch on the upper linen cabinet door. **Latch to be Change Notice 10 compliant and rated for 25lbs.**
2900-1186	**1**	**SOUTHCO LATCH, LOWER LINEN, CHANGE 10** Install a stainless flush mount Southco pull latch on the lower linen cabinet door. **Latch to be Change Notice 10 compliant and rated for 25lbs.**
2000-0343	**1**	**STREETSIDE WALL WITH CPR SEAT** Street side cabinet wall to include a CPR seat.
2000-1762	**1**	**OCCUPANT RESTRAINT. CPR SEAT, BLACK** Install an MBrace 4-pt seatbelt at the CPR seat position. Color is to be black.
2000-1796	**1**	CPR SEAT BACK CUSHION, DOVE GRAY The MBrace backrest cushions for the CPR seat are to be Dove Gray #8567 in color. Seat cushion and closeout colors are listed separately.
SR00332419	**1**	CPR SEAT, 48" WIDTH Streetside CPR seat width to be 48".
2900-4089	**1**	**ANGLED UPPER CABINET, FORWARD OF CPR SEAT** The upper cabinet forward of the CPR seat is to be angled with .25" aluminum door and steel catch. The cabinet is to be Change Notice 10 compliant.
2000-2050	**1**	**CUSTOM CABINET, Cabinet 1 Dimensions: 12.75H x 36.5W x 16D - Location: - Upper Rear Main Wall** Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1360	**1**	**POLYCARBONATE SLIDING, CHANGE 10, CABINET 1** Cabinet specified above is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch and angled corner brackets.
2900-0061	**1**	**INTERIOR ADJUSTABLE SHELVING Cabinet 1** Install painted adjustable shelving in cabinet #1.

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Option	QTY	Description
2000-2051	**1**	**CUSTOM CABINET, Cabinet 2 Dimensions: 22.75H x 24.5W x 16.D - Location: - Rear Main Wall just aft of CPR** Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1361	**1**	**POLYCARBONATE SLIDING, CHANGE 10, CABINET 2** Cabinet specified above is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.
2900-0172	**1**	**INTERIOR ADJUSTABLE SHELVING, Cabinet 2** Install painted adjustable shelving in cabinet #2.
SR00332441	**1**	Streetside Rear-Glove Box Storage Install a 3 Glove Box storage (TO BE INSTALLED VERTICALLY) to the left of the #2 Cabinet. Glove box storage to include (1) vertically hinged acrylic door with oval cut outs to access glove boxes, (1) Southco Latch, and (2) self-closing hinges. Add A Shelf Above the Glove Storage.
2900-0410	**1**	**LIFT UP CABINET FRAMES, UPPER INHALATION CABINET** Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and vertical latches. **The Design is to be compliant with Change Notice 10.**
2000-2058	**1**	**UPPER INHALATION CABINET 12.75H x 40.75W x 16D** Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2000-1368	**1**	**POLYCARBONATE SLIDING, UPPER INHALATION, CHANGE 10** Cabinet over inhalation area is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.
2900-1094	**2**	**INTERIOR SHELVING, UPPER INHALATION CABINET** Install painted adjustable shelving in upper inhalation cabinet.
2900-1092	**1**	**FIXED VERTICAL DIVIDER, UPPER INHALATION CABINET Center of Upper Inhalation Area Cabinet. Install (1) adjustable shelf on each side of divider.** Install a fixed aluminum vertical cabinet divider.
SR00332433	**1**	TWO (2) DRAWER STACK UNDER COUNTERTOP AFT OF CPR SEAT A two (2) drawer stack shall be installed into the main cabinet wall area under the countertop aft of the CPR seat. Each drawer shall be 17"W x 6.0"H x 12" D and to have Large Slides. And close flush to the cabinet wall. Each drawer shall be fitted a Southco locking drawer latch. THE INTERMEDIATE COMPARTMENT WILL BE NOTCHED.
SR00332444	**1**	RECESSED STAINLESS STEEL SHARPS POCKET W/STRAP IN AFT INHALATION WALL A Horton fabricated shallow recessed stainless steel Sharps pocket shall be installed at the aft end of the streetside wall just above the Inhalation Counter top. The pocket

Option	QTY	Description
		shall be fitted with an adjustable strap across the center of the pocket to secure (1) Sage model R1002 Sharps Container, which also to be provided and installed.
CURBSIDE CABINETRY		
SR00332406	**1**	RECESSED S/W CABINET AT FOOT OF SQUAD BENCH The recessed Sharps/Waste Cabinet at the foot of the squad bench shall hold (1) Kendall model 8507SA Sharps container at the inboard forward portion of the cabinet and a 7.375" W x 12.25" L x 6" D open Storage area at the inboard aft portion of the cabinet. The outboard portion of the cabinet shall be fitted with a trash container to fit the cabinet. The trash container portion of the S/W cabinet shall be fitted with a red acrylic hinged lid.
SR00332459	**1**	Crash Barrier Layout The crash barrier will have three drawers with one opening toward the aisle and two opening over the bench. The aisle facing drawer will be 14"W x 8.5"H x 16.25"D ID. The rear facing drawers will be Max W x 3.875"H x 13.25"D ID. The I/O will have a cargo net to cover it. There will be two shelves one centered in the I/O and one at the bottom of the opening.
2000-0359	**1**	**SQUAD BENCH WITH NO CUPS OR WELLS** Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
2000-0367	**1**	**SQUAD BENCH END RESTRAINT, BOLSTER** Install a standard HOPS bolster at the head end of the bench.
2000-0744	**1**	**DOUBLE CUSHION SQUAD BENCH** The squad bench cushion is to be two piece.
2000-0380	**1**	**BENCH HOLD OPENS: GAS** Install gas spring hold opens on squad bench lid.
2000-0381	**1**	**BENCH HOLD-DOWN: PADDLE LATCHES (PAIR)** Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.
2000-0382	**1**	**BENCH CUSHION EDGE TRIM:** Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
2000-1791	**2**	BENCH BACK CUSHION, DOVE GRAY The MBrace backrest cushions for the bench seating positions are to be Dove Gray #8567 in color. Seat cushion and closeout colors are listed separately.
2900-0065	**1**	**BENCH CABINET, HINGED DOORS** Fabricate and install a bench ceiling cabinet above the squad bench with lift up 3/8"

Option	QTY	Description
		acrylic doors.
2900-1130	**2**	**SOUTHCO LATCH OVERHEAD BENCH CABINET** Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1137	**6**	**COMPRESSION HINGES, OVERHEAD BENCH CABINET** The bench ceiling cabinet door(s) is/are to use compression style hinges.
2900-0066	**1**	**DIVIDER TRACK. CABINET OVER BENCH** Install adjustable tracks inside of the cabinet referenced above. Tracks are to be routed acrylic material on the bottom and back wall of cabinet. The outer edge of the lower track is to be rounded to avoid any sharp edges. Dividers are selected separately.
2900-0069	**12**	**CABINET DIVIDERS. CABINET OVER BENCH Evenly spaced in binning strips installed evenly along the entire cabinet floor.** Fabricate acrylic dividers to fit vertically into the specified track. The dividers shall be adjustable within the track.
2900-0136	**1**	**PASS-THROUGH ACCESS, CURBSIDE REAR** Provide I/O access into the curbside rear compartment per drawings.
2900-1733	**1**	**CS REAR I/O ACCESS DOOR, HINGED ACRYLIC** The compartment pass-through specified above is to have a ½" acrylic vertically hinged door.
2900-0404	**3**	**CS REAR I/O DOOR HINGE, SELF CLOSING STYLE** The curbside rear I/O door is to use self-closing style hinges.
2900-0405	**1**	**CS REAR I/O DOOR LATCH, SOUTHCO SS**
FRONT WALL CABINETRY		
SR00332461	**1**	The bench overhead cabinet toward the side entry door will have a cabinet built to hold a customer supplied Knox #5520 Vault with WI-FI. The Medical Vault shall be wired to the isolated battery only. Below this cabinet will be a 3-glove box holder with acrylic door and southco latch.
2000-1403	**1**	**CAB TO MODULE WALKTHROUGH DOOR, 180 DEGREE** Install a 180 degree hinged pocketed front cabin closeout door on the front bulkhead.
COT MOUNT		
2000-0600	**1**	**POWER LOAD, RAIL ONLY, CENTERED Cot Type: Stryker Power Pro XT** Supply and install a floor plate assembly kit only for a Stryker Power load system. Locate in the center position. Note: this option does not comply with GSA change notice 8. Certification cannot be provided unless Horton installs the entire mount assembly.
VISUAL WARNING		
3000-0708	**1**	**TRAFFIC EMITTER 794H, BEZEL** Supply and install a GTT 794H traffic emitter. Install on the front face of the body without obstruction recessed into a 798 housing. Provide an activation switch in the

Option	QTY	Description
		front control panel and wire so that the unit will not operate unless the emergency lighting circuit is activated and the vehicle is in gear.
3400-0066	**2**	**M9, AMBER/AMBER LENS Rear of body at window level** Install Whelen M9 series LED lights as noted. Lights to be amber with amber lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-0068	**2**	**M9, RED/RED LENS Front body face, upper corners** Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3200-0068	**2**	**M9, RED/RED LENS Streetside upper corners** Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3300-0068	**2**	**M9, RED/RED LENS Curbside upper corners** Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3500-0068	**2**	**M9, RED/RED LENS Front Upper Center** Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3600-0068	**2**	**M9, RED/RED LENS Rear body face, upper corners** Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
SR00332457	**1**	**Additional M9 Red LED lower side warning lights shall be installed, (1) each side, centered above each rear wheel well. They shall be activated with all other emergency warning lights.**
SR00332405	**1**	WARNING LIGHTS - FRONT MODULE FACE - CENTER (KKK) LOCATION The light in the center (KKK) position shall be a Whelen M7 red, steady burn, warning light with red lens and chrome flange in lieu of standard. This light shall be installed directly above the specified Opticom emitter light.
SR00332413	**1**	REAR FACE CENTER (KKK) FLASHER - M7 RED The upper rear center light in the (KKK) position shall be a third brake light Whelen M7 steady burn red warning light with red lens and chrome flange in lieu of standard. This light will act as a third brake light only, operating in a steady burn state while the brakes are being activated.

Option	QTY	Description
SR00332427	**1**	ADDITIONAL REAR RED WARNING FLASHERS Two (2) Whelen M6 red warning flashers with chrome flanges shall be installed over the rear doors, one (1) each side, evenly spaced, in line with other upper rear warning flashers.
3000-0144	**1**	**FLASH PATTERN, 80 FPM A/B** Program the emergency lighting flash pattern to 80 FPM A/B.
3000-1007	**1**	**RED/RED LENS M7 LED GRILLE, TOP** Install (2) Whelen M7 Series red LEDs with red lenses in the upper chassis grille. To include bezels where applicable and flash pattern programmability from the front control panel.
SR00332430	**1**	**The front grille upper and lower level warning flashers shall flash in an "X" pattern.**
3000-1014	**1**	**RED/RED LENS M7 LED GRILLE, BOTTOM** Install (2) Whelen M7 Series red LEDs with red lenses in the lower chassis grille. To include bezels where applicable and flash pattern programmability from the front control panel.
3000-3512	**1**	**RED/RED LENS M7 LED INT. LIGHTS** Install Whelen M7 series LED lights as intersection lights on each side of the chassis. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
AUDIBLE WARNING		
2000-0434	**1**	**AIR HORNS: OEM ON HOOD, WITH CHASSIS** The chassis is to include OEM airhorns.
SR00332442	**1**	SIREN #2 - WHELEN MODEL 295HFSA7 The #2 siren shall be a CA Spec Whelen model 295HFSA7 electronic siren (hi-lo deleted) with hands free horn ring control.
3000-0182	**1**	**SIREN, FEDERAL EQ2B** Install a Federal EQ2B siren in the front console.
3000-1554	**1**	**SPEAKERS, BP200** Install BP200 siren speakers with 'Electric F' grilles. Wire one speaker to each of the specified sirens.
NON-EMERGENCY LIGHTING		
SR00332429	**1**	FireTech Brow Light FT-B-80-B One (1) FireTech Brow Light FT-B-80-B shall be installed on brackets at the center forward roof radius atop the front module body face per drawing. It shall be actuated by a separate switch on the console I4G control panel.

Spec Writer: **John Cox**
Spec Designer: **Joe Testa** **Newport Beach Fire Dept.**

Option	QTY	Description
SR00332454	**1**	RED LED RUB RAIL WARNING LIGHTS (6) Whelen Micron Red LED warning flashers with chrome bezels shall be installed in the rub rails, (3) per side, (2) forward of the rear wheels, evenly spaced and (1) aft of rear wheels, centered in the aft rub rail.
3000-0217	**1**	**LED EXTERIOR COMPARTMENT LIGHTING** Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
3000-0221	**1**	**ROLLED ICC MARKER LIGHTS** Install standard rolled marker lights along the upper corner post front and rear. Do not install in cases where there are already ICC marker lights installed on a specified lightbar.
SR00332422	**1**	STEP COVER LIGHTS - WHELEN MICRON WHITE LED LIGHTS The step cover lights shall be Whelen model L#20-02187 Micron white LED lights. One (1) Micron light shall be installed on each side at the top of the cab step riser just under the aft edge of the cab door. Each step light shall be activated when the chassis headlights are turned on.
3000-0240	**1**	**M9 SERIES LED SCENE LIGHT, STREETSIDE FRONT** Install a Whelen M9 LED side scene light with chrome flange on the upper streetside forward portion of the body.
3000-0741	**1**	**M9 SERIES LED SCENE LIGHT, STREETSIDE REAR** Install a Whelen M9 LED side scene light with chrome flange on the upper streetside rear portion of the body.
3000-0748	**1**	**M9 SERIES LED SCENE LIGHT, CURBSIDE FRONT** Install a Whelen M9 LED side scene light with chrome flange on the upper curbside forward portion of the body.
3000-0762	**1**	**M9 SERIES LED SCENE LIGHT, CURBSIDE REAR** Install a Whelen M9 L.E.D. side scene light with chrome flange on the upper curbside rear portion of the body.
3000-1634	**1**	**LOAD LIGHTS, M6 SERIES LED** Install two Whelen M6 LED load lights with chrome flanges above the rear body entry doors.
3000-1754	**1**	**RED WARNING, TOP, SIDE ACCESS DOOR** Install a Tecniq red L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the access door is open, and the emergency lighting is activated.
3000-1764	**1**	**RED WARNING, BOTTOM, SIDE ACCESS DOOR**

Option	QTY	Description
		Install a Tecniq red L.E.D. light strip on the lower curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the access door is open, and the emergency lighting is activated.
3000-1759	**1**	**RED WARNING LIGHTS, TOP,ACCESS DOORS** Install Tecniq red L.E.D. light strips on the upper rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash when the access doors are open, and the emergency lighting is activated.
3000-1769	**1**	**RED WARNING LIGHTS, BOTTOM, ACCESS DOORS** Install Tecniq red L.E.D. light strips on the lower rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash when the access doors are open, and the emergency lighting is activated.
3000-0261	**1**	**TAIL LIGHTS, M6 SERIES, VERTICAL MOUNT** Install Whelen M6 series LED stop/tail, reverse, and turn signals. Install lights stacked vertically above the rear riser in the rear body panels to either side of the rear access doors. All lights to include chrome flanges.
SR00332436	**1**	WHELEN TAIL LIGHT ASSEMBLY NOTE The lower rear face of each side of the module exterior shall be fitted with (4) Whelen M6 lights in a Whelen M6FCV4 chrome vertical DOT Stack flange including (2) M6 red LED warning flasher with red lens at top, one on each side.
ELECTRICAL		
SR00332434	**1**	BOX-LITE FLASHLIGHTS - PROVIDE AND INSTALL (2) PELICAN 9410LBOX LIGHTS Provide and install Yellow PELICAN 9410L Box Lights. Quantity: Two (2) Locate: Streetside rear compartment. Note: Includes 12 volt pre-wire. Configure: Power hot to isolated battery.
3000-0018	**1**	**ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR** Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	**1**	**ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR** Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	**1**	**ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES** The specified power door locks are to be wired to the chassis OEM door lock switches.
3000-0452	**1**	**ELECTRIC DOOR LOCKS CONCEALED UNDER REAR STEP** Install a concealed switch under the rear step to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.
3000-0414	**1**	**ELECTRICAL SYSTEM.**

Option	QTY	Description
		Install the Power-Tech by Horton electrical system.
SR00332440	**1**	CAT 5 WIRE ONLY: Supply & Install Cat 5 wire in three locations w/ 3 feet of coil: - From Radio Compartment to Center console for MDC - From Radio Compartment to Center console for Key Vault - From Radio Compartment to ALS Cabinet for Drug Vault NOTE: Customer to install connectors and do the final connections, Horton to supply and install wire as noted only.
3000-3015	**1**	**WIRING, RECESSED AUXILIARY CONDENSER** Install wiring and Eco Smart fan control module for use with CoolTech unit. Solar panel wiring is to be included on CoolTech II units.
3000-0305	**1**	**INPOWER BATTERY SWITCH, WITH WAKE BUTTON 15 min.** Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
3000-1511	**1**	**LIFESINE INVERTER/CHARGER, INTERFACE SWITCH** Install a Vanner #LSC12-1100 LifeSine Inverter/charger in the streetside intermediate compartment as noted. Unit is to function through a switch located in the control panel. Status panels are selected separately.
3000-2151	**1**	**VANNER CHARGER/STATUS PANEL** Install a Vanner charger/status panel in standard locations.
3000-0310	**4**	**110V INTERIOR OUTLET 2 In Inhalation Area and 2 in middle RFW Cabinet on outboard upper front wall** Install a 110V outlet(s) as noted.
3000-0549	**7**	**INTERIOR 12VDC OUTLETS: CL TYPE/USB 2 In Inhalation Area, 2 in middle RFW Cabinet on outboard upper front wall , 3 in cab console, 1 on each side of I4G, and 1 forward top console, pass. side** Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.
3000-1462	**1**	**SHORELINE 1, 20A SUPER AUTO EJECT, RED** Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be red.
SR00332412	**1**	SHORELINE ANGLED HOUSING - FRONT MODULE FACE - STREETSIDE An angled housing for the specified Super Auto-Eject shoreline connection shall be installed on the front face of the module parallel with the driver side entry door handle. The housing will be painted job color to match module body.
3000-1500	**1**	**PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT** Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
3000-0332	**1**	**REPORT LIGHT, LED**

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Option	QTY	Description
		Install a 12" LED report light on the action wall to light the counter area.
3000-0340	**1**	**CLOCK, DIGITAL W/SECONDS: OVER REAR DOORS** Install a Horton large face digital 12/24 hour clock with seconds display over the rear doors.
3000-0344	**1**	**STEP WELL LIGHT VISTA LED** Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.
3000-0346	**1**	**2.5" CAB CEILING LIGHTS, WHITE/RED LED** Install (2) combination white/red LED dome lights in the cab headliner. Locate one light over the driver and one light over the passenger. Wire to a switch in the front control panel and provide 'OFF'. 'CLEAR' and 'RED' selections.
3000-0359	**9**	**PATIENT CEILING DOME LIGHTS WHELEN LED** Install Whelen 80C0EHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
SR00332447	**1**	Nine (9) interior dome lights shall be installed in the module ceiling as follows: (1) above the forward floor at the top of the side entry steps. (1) directly overhead the Attendant Seat. (4) above the streetside of the cot, evenly spaced over the length of the cot. (3) above the curbside of the cot, evenly spaced over the length of the cot.
3000-0420	**1**	**3 SWITCH PANEL ON WALL REAR ENTRY DOOR** Install a Power-Tech by Horton 3-switch control panel on the right rear entry door.
3000-0421	**1**	**3 SWITCH PANEL ON SIDE ENTRY DOOR** Install a Power-Tech by Horton 3-switch control panel on the right rear entry door.
3000-1677	**1**	**TIMER, DOME LIGHTS, REAR DOOR PANEL** Install an electronic momentary touch timer switch in the specified switch panel on the right rear door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-1681	**1**	**DUMP OVERRIDE, REAR DOOR PANEL** Install the dump override switch in the panel selected for the right rear entry door inner panel.
3000-1683	**1**	**LOAD LIGHT SWITCH, REAR DOOR PANEL** Install load light control switch in the panel selected for the right rear entry door inner panel.
3000-1686	**1**	**TIMER, DOME LIGHTS, SIDE ACCESS DOOR** Install an electronic momentary touch timer switch in the specified switch panel on the side access door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-1691	**1**	**SCENE LIGHT SWITCH, SIDE DOOR PANEL** Install an electronic momentary switch in the specified switch panel on the side entry door inner panel. The switch is to control the curbside scene lights. This switch shall override the position of the front control panel switches. The system shall default to normal operation with the door open circuit or by cycling the battery switch.
SR00332425	**1**	**The #3 position on the three switch panel at the side door entry door bolster shall be an electric door unlock switch for all doors on the ambulance.**

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Option	QTY	Description
3000-0007	**1**	**BACKUP ALARM RESET, MOMENTARY** Install a back-up alarm and provide a momentary backup alarm reset button on the front console.
3000-0031	**1**	**CAMERA LOCATION: OVER REAR DOORS, EXTERIOR** The integrated camera system noted is to include a camera installed over the rear doors on the vehicle exterior for use in reverse.
3000-0047	**1**	**CAMERA LOCATION: OVER REAR DOORS, EXTERIOR** A backup/reverse camera is to be installed on the rear module face and will be activated when the chassis is placed in reverse gear. This camera will be viewed on the I4G+ screen in the cab unless otherwise specified.
PROGRAMMING		
6000-0006	**1**	**PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM** Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
6000-0007	**1**	**LIGHT PROGRAMMING: PARK BRAKE** Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.
3000-1269	**1**	**MODULE DISCONNECT, DEFAULT TO "ON"** Program the Module Disconnect to 'On' with battery activation.
HVAC		
3000-4029	**1**	**12V HVAC, BOTTOM OF LINEN CABINET** Install a Pre-charged 12V heat/AC system with brushless motor in the bottom of the linen cabinet.
3000-3013	**1**	**COOLTECH II, FL.** Install a Cool-Tech II 4-fan 100,000 BTU condenser with solar panel in the recessed pocket in the roof of the body.
3000-0427	**1**	**NFPA COMPLIANT VENTING, CAST** Install an NFPA style venting system to include a 400cfm exhaust fan along with a static vent. Install 9.5" square polished covers on both vents per drawings.
RADIO		
SR00332437	**1**	All parts are to be provided and installed by Horton. One (1), Master Station box #U3800 to be located centered overhead, aft on the rear cab bulkhead, between the driver and the passenger. Box shall accept two (2) head set plugs with master and individual volumes. Install One (1) hanger on each side for one (1) of the two (2) headsets adjacent to the box. Three (3) Headsets: (2) #H3442 and (1) #H3441 (1) #U3800 - Master Station box (locate in cab on upper partition) (1) #U3805 - Radio Cord Junction Module (locate inside radio compartment)

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Option	QTY	Description
		(1) #U3810 - Radio Interface Module / PTT (locate inside center console) (1) #U3815 - Radio Interface/Headset Station (locate @ action wall area) (1) #H3441 - Headset/Mic (Single Ear) (2) #H3442 - Headset/Mic (1) #C38-25 - Jumper Cord 25Ft. (1) #C38-21 - Radio Interface Cord 21Ft. (1) #C38-12 - Jumper Cord 12Ft. (3) #C38-20 - Power Cord 20Ft. (2) #C3821-05 - Radio Interface Cord 20Ft. (2) #26553P-01 - Guard PTT (2) #09851P-28 - Switch PTT Dpst (1) #18900G-01 - Neoprene Washer (Packet of 10) (1) #40071G-04 - Foot switch (locate in action wall area loose) The customer will be responsible to interface cables to any Two-Way Radios. Install (3) hangers for David Clark Headsets per customer approval.
3000-0432	**1**	**ANTENNA COAX 1 Start: Cab Console, End: Front Center of Mod Roof** An RG 58U coax shall be installed terminating as noted above.
3000-0608	**1**	**ANTENNA COAX 2 Start: Cab Console, End: Center of Mod Roof** An RG 58U coax shall be installed terminating as noted above.
3000-0434	**1**	**3/8" NMO MOUNT COAX 1** Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
SR00332403	**1**	**The antenna bases that will be installed shall be MBO style antenna bases in lieu of NMO style.**
3000-0618	**1**	**3/8" NMO MOUNT COAX 2** Supply and install a 3/8" NMO mount in conjunction with specified coax #2.
3000-1174	**1**	**PULL WIRE 1 Start: Cab Console, End: Inhalation Wall** Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.
3000-0437	**1**	**RADIO HEAD PANEL: BLANK** A blank removable panel shall be installed in the front console for future installation of radio heads.
1000-0414	**1**	**CONSOLE, LINE-X, W/MAP STORAGE, FREIGHTLINER** Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console.
1000-0177	**1**	**CUP HOLDERS, JUMBO 4"** Install two (2) jumbo 4" cup holders recessed into the console.
3000-5025	**1**	**POWER TERMINAL, SWITCHED, BEHIND DRIVER** Install two (2) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one battery switched and the other as a ground. Locate behind the driver's seat.
3000-5027	**1**	**POWER TERMINAL, SWITCHED, INSIDE CONSOLE**

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Option	QTY	Description
		Install two (2) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one battery switched and the other as a ground.
OXYGEN		
4000-0001	**1**	**O2 MOUNT, VERT TRACK FOR QRM-V** Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'M' sized bottle.
4000-0018	**1**	**O2 BOTTLE, BRACKET QRM-V** Install a Zico QRM-V oxygen bracket for 'M' bottle. Locate in the streetside forward compartment.
4000-0022	**3**	**O2 OUTLET, OHIO MEDICAL 1 In Inhalation Panel, 1 in forward curbside wall cabinet above bolster, 1 in center of ceiling above cot head** Install O2 outlets per instructions above. Outlets to be Ohio Medical style.
4000-0088	**1**	**FLOWMETER: TUBE TYPE** Supply tube style flowmeter.
4000-0025	**1**	**OXYGEN WRENCH** Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
3000-0642	**1**	**VACUUM OUTLET, OHIO MEDICAL Inhalation panel connected to Suction Container** Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0179	**1**	**ASPIRATOR, SSCOR, INHALATION AREA** Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.
4000-0089	**1**	**VACUUM PUMP CAPL #D34 SE (P282)** Install a CAPL #D34 SE (P282) 12vdc electric suction pump.
SR00332420	**1**	PORTABLE O2 CYLINDER STORAGE AREA ON AFT PORTION OF SIDE ENTRY STEP Two Zico QR-D2 Oxygen Cylinder Holders shall be permanently installed, side by side, on the aft portion of the first step above the side entry floor.
CERTIFICATIONS		
7000-0001	**1**	**KKK-A-1822F CERTIFICATION LABEL** The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.
7000-0003	**1**	**CHANGE NOTICE 10 CERTIFICATION** The vehicle shall be certified to change notice 10 standards.

NEWPORT BEACH FIRE

2409-105

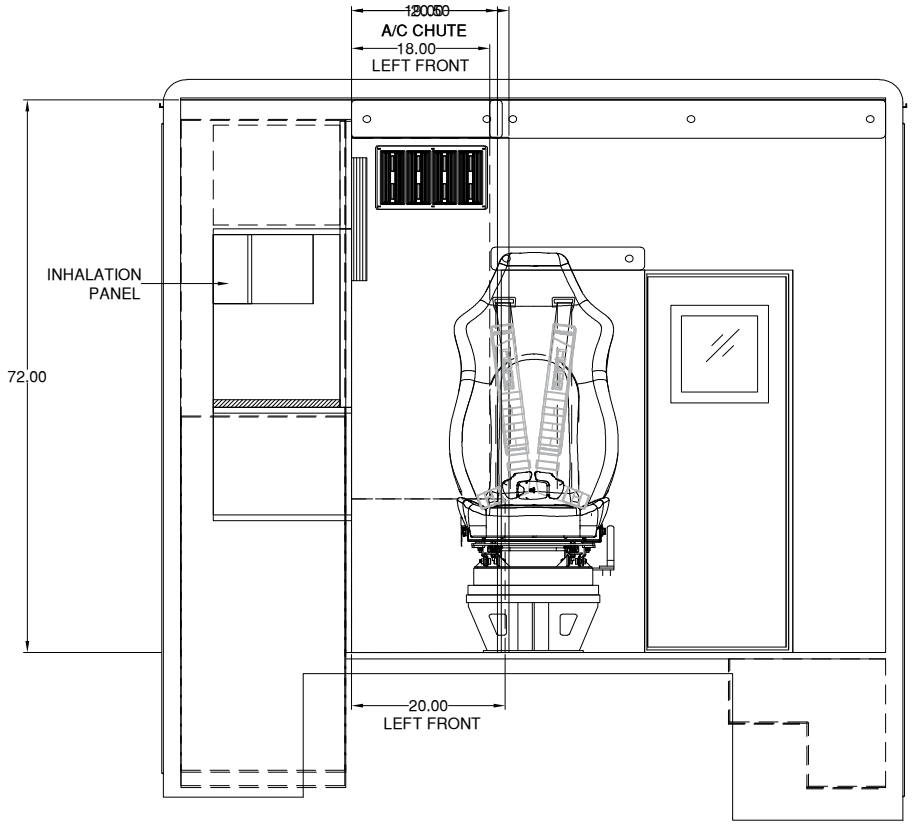
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8/5/25

623 WT FRONT WALL
FREIGHTLINER CHASSIS



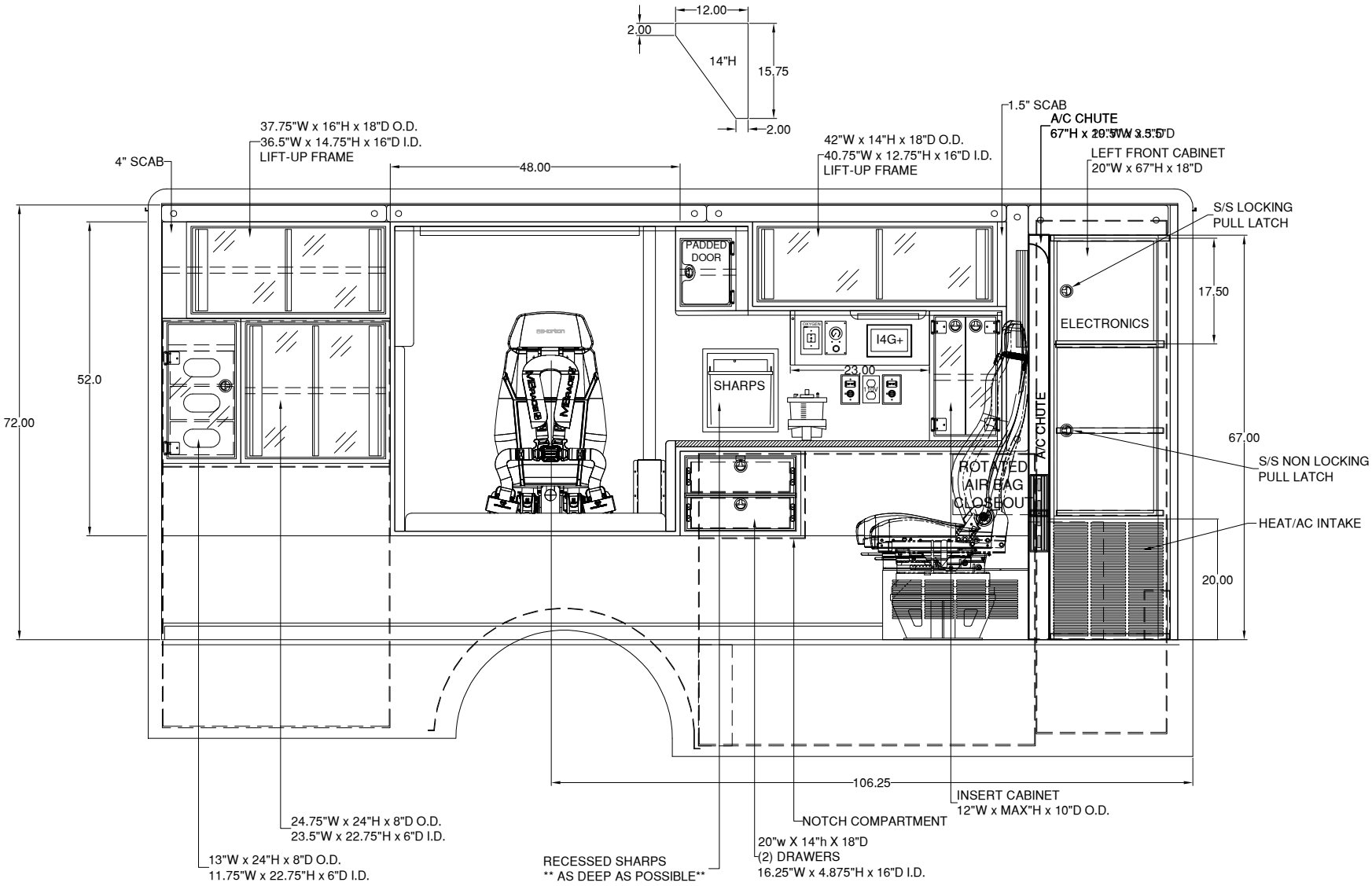
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623 WT CABINET WALL
FREIGHTLINER CHASSIS



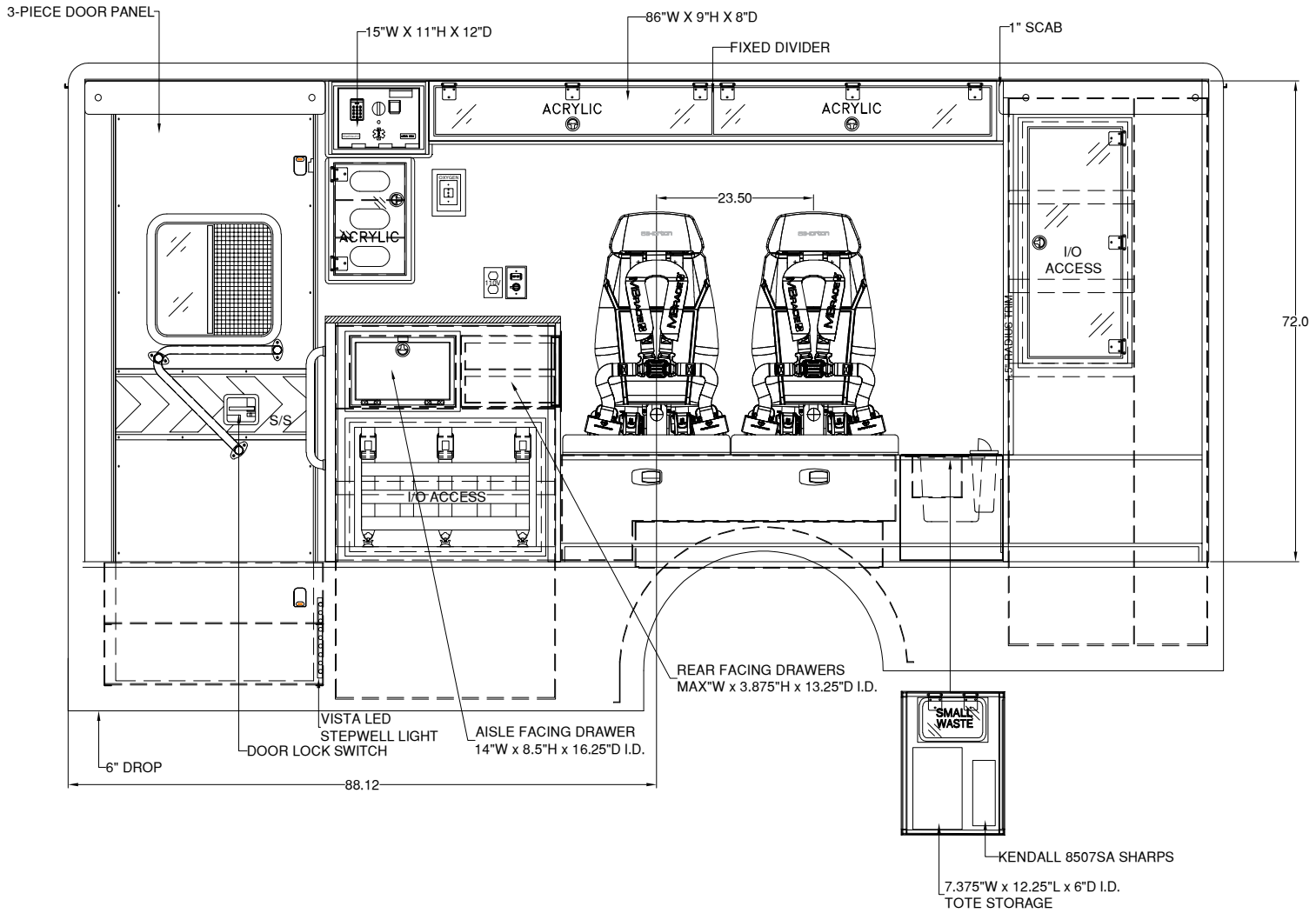
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623 WT SIDE WALL
FREIGHTLINER CHASSIS



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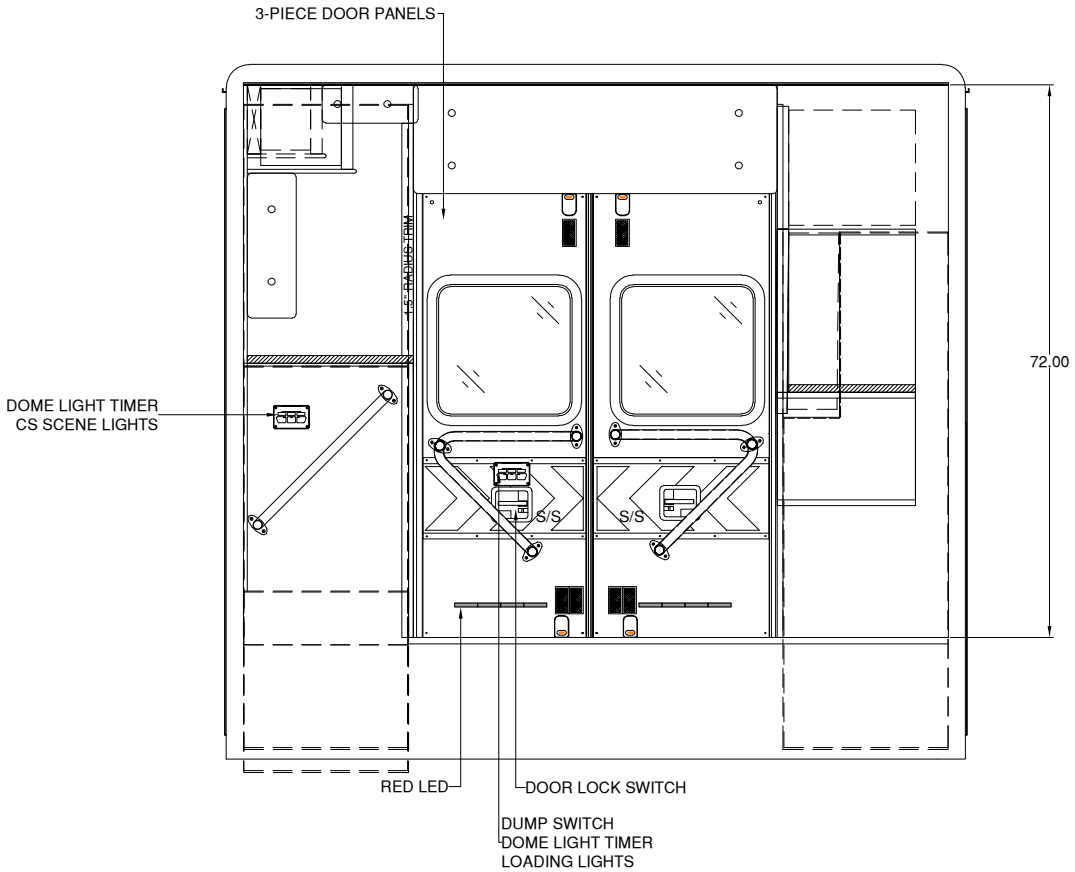
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REV.

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623 WT REAR WALL
FREIGHTLINER CHASSIS



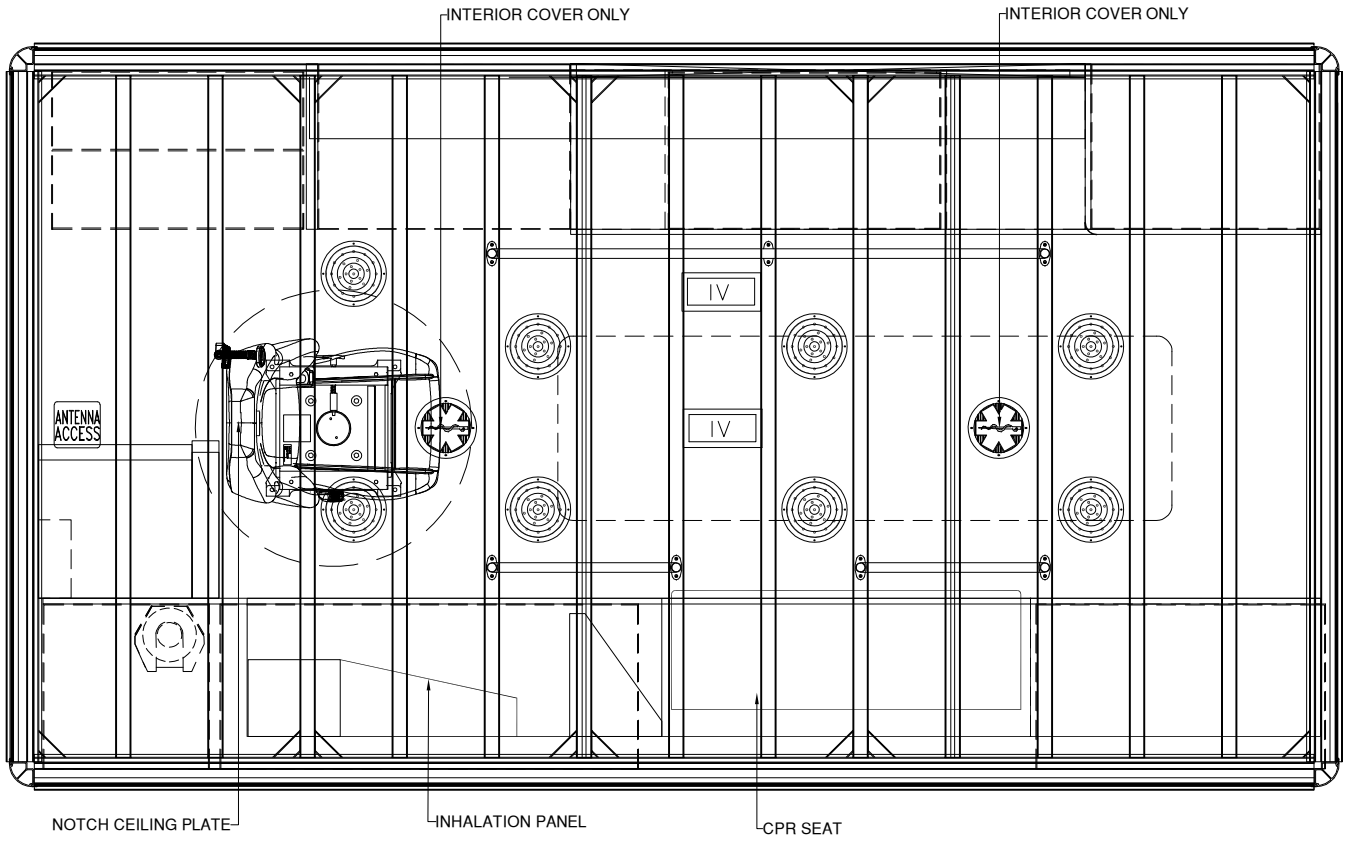
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623 WT OVERHEAD
FREIGHTLINER CHASSIS



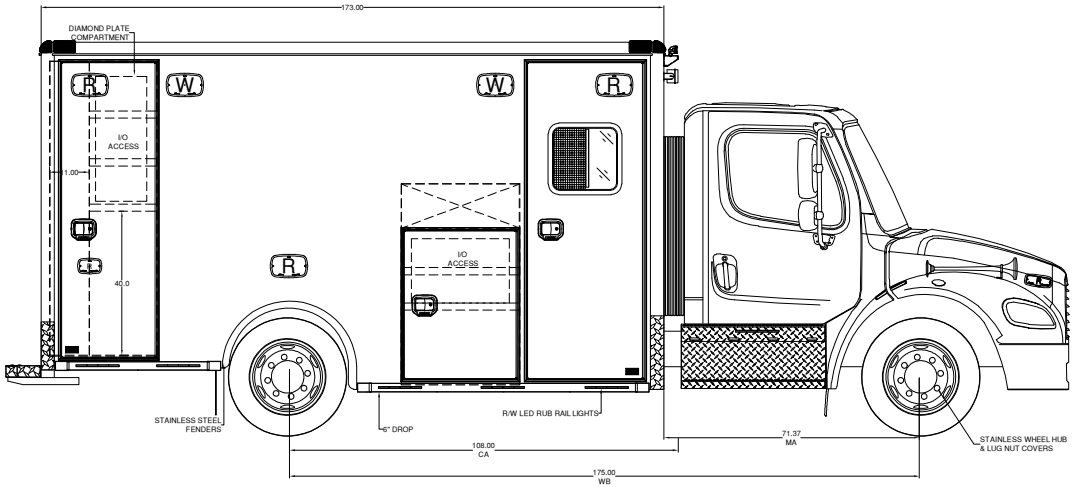
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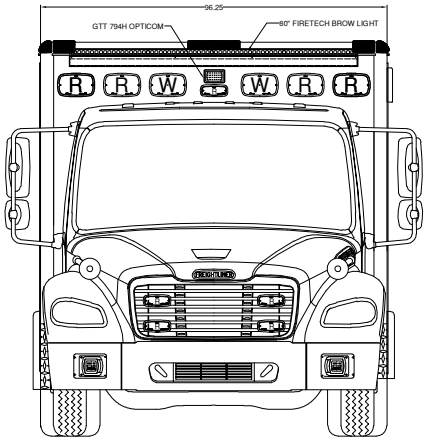
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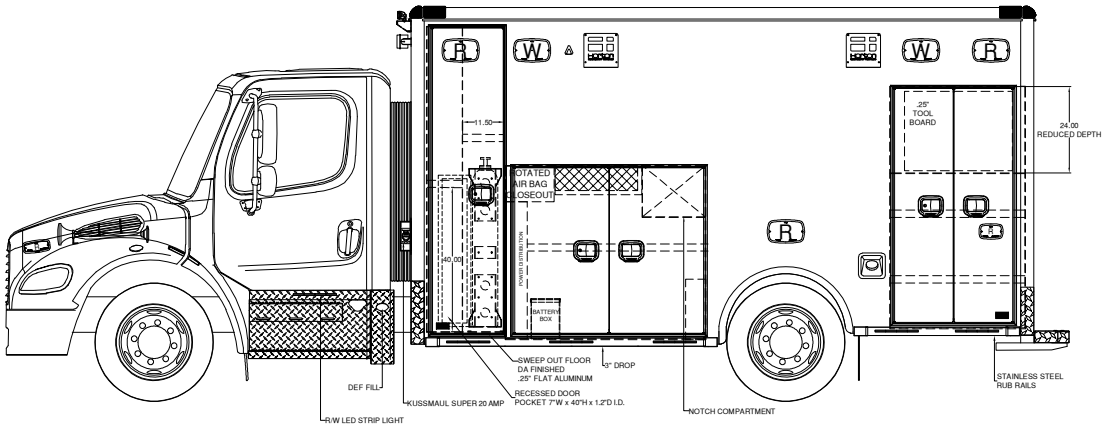
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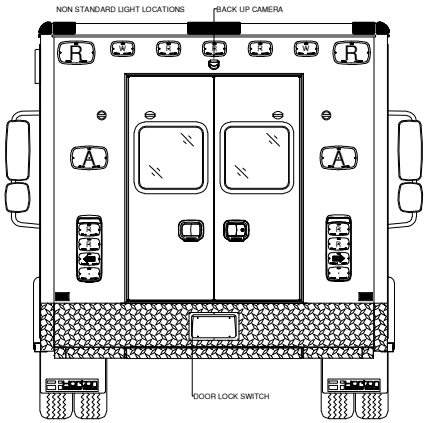
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623 WT EXTERIOR
FREIGHTLINER CHASSIS









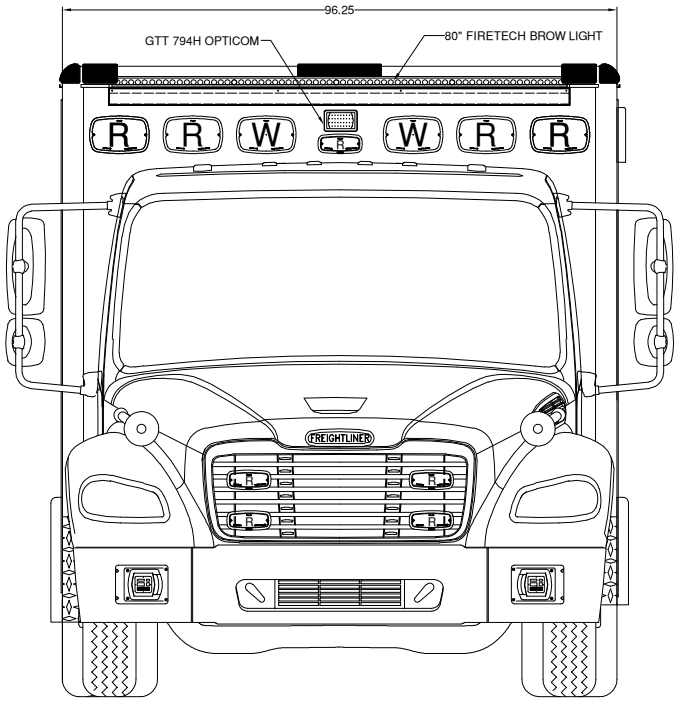
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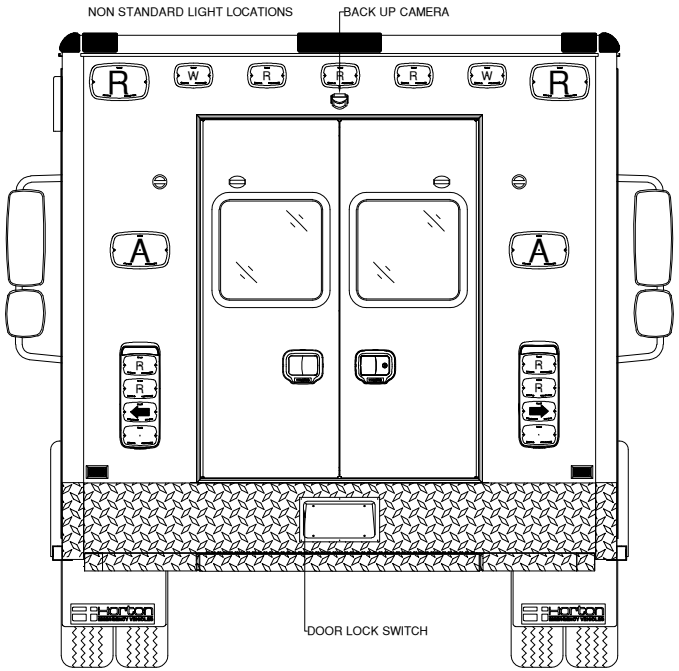
PROPOSAL DRAWING

NEWPORT BEACH FIRE

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623 WT EXTERIOR
FREIGHTLINER CHASSIS





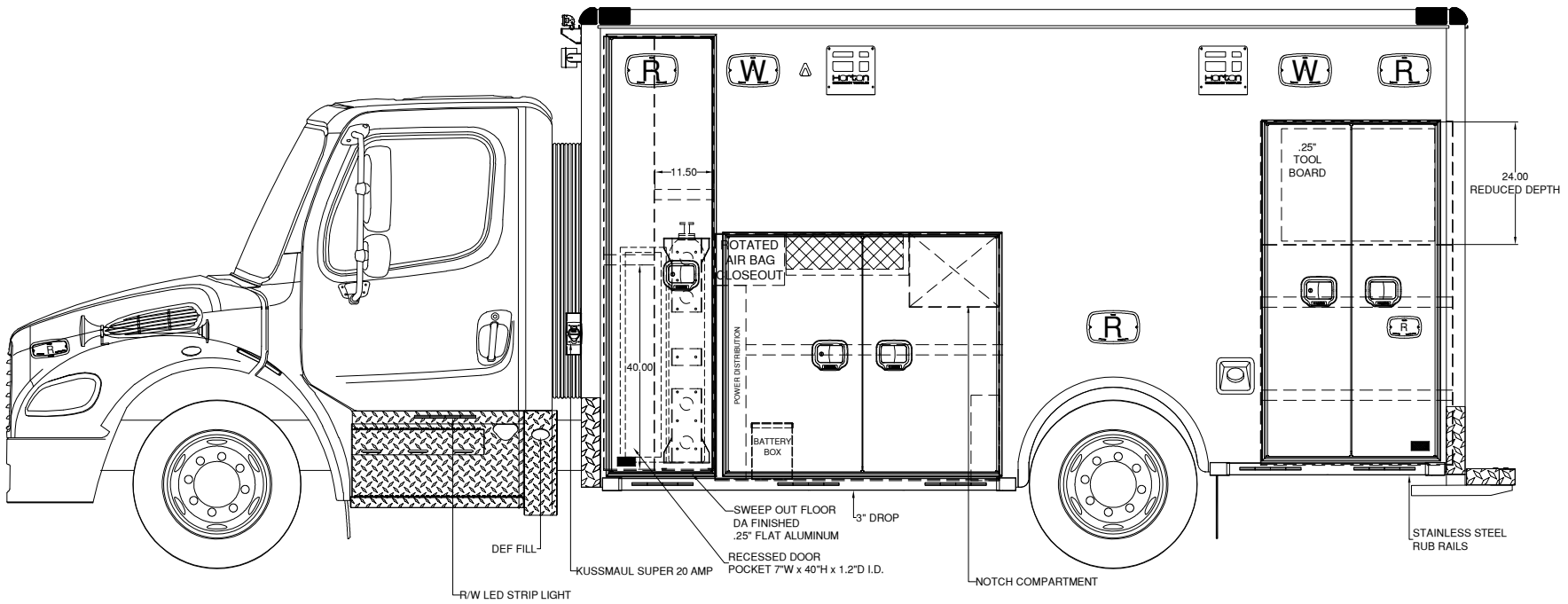
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623 WT EXTERIOR
FREIGHTLINER CHASSIS



COMP.	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
SS FWD	21.43	84.63	21.96	18.74	83.66
SS INT	55.50	48.00	21.96	51.80	44.87
SS REAR	37.44	67.00	21.96	32.09	63.87

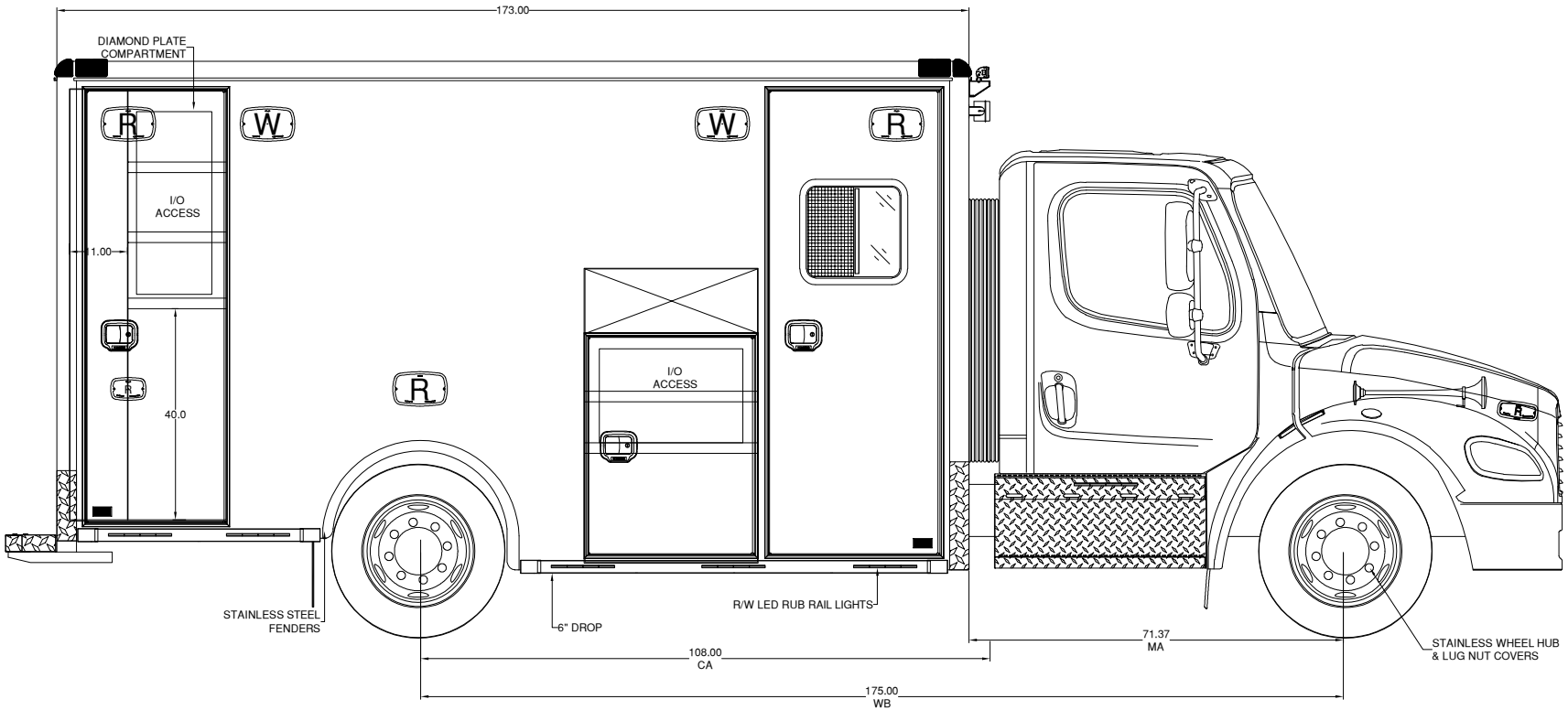
NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION

PROPOSAL DRAWING

NEWPORT BEACH FIRE

2409-105	Horton EMERGENCY VEHICLES	REV.
	DRAWN BY: MLH	8/5/25

623 WT EXTERIOR
FREIGHTLINER CHASSIS



COMPT	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
CS REAR	29.61	81.63	21.96	25.09	80.66
CRASH B.	32.75	55.56	21.96	30.12	39.93

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION

PROPOSAL DRAWING

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Sourcewell

Solicitation Number: RFP #122123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and REV Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 28, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

REV Group, Inc.	Sourcewell
DocuSigned by: Scott Barnes 20CB9FBE23E84E5...	DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
By: _____	By: _____
Scott Barnes	Jeremy Schwartz
Title: Vice President of Sales REV Ambulance Group Inc.	Title: Chief Procurement Officer
Date: 3/2/2024 | 1:32 PM CST	Date: 3/3/2024 | 6:16 PM CST

RFP 122123 - Ambulance and Emergency Medical Service Vehicles

Vendor Details

Company Name:	REV Group Inc.
Does your company conduct business under any other name? If yes, please state:	REV Ambulance Group-Division-AEV-Wheeled Coach-Horton-Road Rescue-Leader-REV Remount Centers
Address:	245 S. Executive Dr. Ste 100 Brookfield, WI 53005
Contact:	Holly Russell
Email:	holly.russell@roadrescue.com
Phone:	407-754-7181
Fax:	407-754-7181
HST#:	26-301345

Submission Details

Created On:	Tuesday December 19, 2023 11:12:38
Submitted On:	Wednesday December 20, 2023 16:50:40
Submitted By:	Holly Russell
Email:	holly.russell@roadrescue.com
Transaction #:	b44e8ba2-898d-4d84-b6e7-4c68d9da1177
Submitter's IP Address:	136.53.136.77

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	REV Group, Inc. (REV Ambulance Group Division) Tax ID# 26-301345 DUNS# 96-194-1494 NYSE: REVG	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	REV Group, Inc. REV Ambulance Group Division includes the following with this proposal. REV Ambulance Group Orlando, Inc.- Tax ID# 59-2309315 Road Rescue Emergency Vehicles Wheeled Coach Halcore, Inc.-Tax ID# 35-2018529 Horton Emergency Vehicles American Emergency Vehicles Leader Emergency Vehicles REV Ambulance Group Remount Centers	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV Ambulance Group Orlando, Inc. dba Road Rescue Emergency Vehicles dba Wheeled Coach Ambulance Halcore Group, Inc. dba Horton Emergency Vehicles, dba American Emergency Vehicles and dba REV Ambulance Remount Centers	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	REV Group Inc CAGE 7A3A4 Unique Entity ID JWL4MHDN6JS6 AIP LLC CAGE 7FQ94 REV Ambulance Group Orlando, Inc. CAGE/NCAGE 5X824 Unique Entity ID D5Q9M1N26P89 Road Rescue Emergency Vehicles Wheeled Coach Halcore Group, Inc CAGE Code 3JKM1 Unique Entity ID XUZPFKZXX518 American Emergency Vehicles (AEV) Horton Ambulance Leader Emergency Vehicles REV Ambulance Remount Centers	*
5	Proposer Physical Address:	REV Group, Inc.-245 S. Executive Dr., Suite 100, Brookfield, WI 53005 American Emergency Vehicles (AEV)-101 AEV Lane, Jefferson, NC 28640 Horton Emergency Vehicles (Horton)-3800 McDowell Rd, Gove City, OH 43123 Road Rescue Emergency Vehicles (Road Rescue)-2737 N. Forsyth Rd, Winter Park, FL 32792 Wheeled Coach Ambulance (Wheeled Coach)-2737 N. Forsyth Rd, Winter Park, FL 32792 Leader Emergency Vehicles 10941 Weaver Ave, South El Monte, CA 91733 REV Ambulance Remount Centers Grove City-3563 Southpark Place, Grove City, OH 43123 Jefferson-150 Northwest Drive, Jefferson, NC 28640	*

6	Proposer website address (or addresses):	REV Group, Inc. www.REVGROUP.com American Emergency Vehicles www.AEV.com Horton Emergency Vehicles www.HortonAmbulance.com Road Rescue Emergency Vehicles www.RoadRescue.com Wheeled Coach Ambulance www.WheeledCoach.com Leader Emergency Vehicles www. LeaderAmbulance.com REV Ambulance Remount Centers www.revambulanceremountcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Proposed Authorized Representative: Scott Barnes, Vice President of Sales, REV Ambulance Group, Inc. 2737 N. Forsyth Road, Winter Park, FL 32792 T. 321.441.8025 F. 866.427.8014 M. 407.462.6226 Scott.Barnes@revgroup.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Proposed Primary Contact: Holly Russell, Manager of Sales, Road Rescue Emergency Vehicles 2737 N. Forsyth Road, Winter Park, FL 32792 M. 407.754.7181 Holly.Russell@revgroup.com	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Proposer's other contacts: American Emergency Vehicles (AEV): Randy Barr, Director of Sales 101 AEV Lane, Jefferson, NC 28640 Randy.Barr@AEV.com M. 336-846-8080 Jennifer Hurley, Coordinator of Sales 101 AEV Lane, Jefferson, NC 28640 jennifer.barker@revgroup.com M. 336-846-8173 Horton Emergency Vehicles (Horton) Dave Marshall, Director of Sales 3800 McDowell Rd, Gove City, OH 43123 Dave.Marsahll@HortonAmbulance.com M. 574.903.8673 Jason Cavallo, Manager of Sales 3800 McDowell Rd, Grove City, OH 43123 Jason.Cavallo@HortonAmbulance.com 614-563-4227 Leader Emergency Vehicles (Leader) Geoff Maze, Manager of Sales geoff.maze@leader-ambulance.com 626-377-2931 Irina Hot, General Manager Irina.Hot@RevGroup.com 786-877-0038 Road Rescue Emergency Vehicles (Road Rescue) Mark Schwartzbauer, Director of Sales 2737 N. Forsyth Road, Winter Park, FL 32792 Holly Russell, Manager of Sales 2737 N. Forsyth Road, Winter Park, FL 32792 Holly.Russell@revgroup.com M. 407.754.7181 Wheeled Coach Ambulance (Wheeled Coach): Abel Del Rio, Director of Sales 2737 N. Forsyth Road, Winter Park, FL 32792, Abel.delrio@revgroup.com M. 407-341-1452 Greg DeForge, Manager of Sales 2737 N. Forsyth Road, Winter Park, FL 32792 Gregory.Deforge@revgroup.com M.689.444.1738 REV Ambulance Remount Centers Dave Howard, Remount Specialist Grove City-3563 Southpark Place, Grove City, OH 43123 Dhoward@REVgroup.com M (614) 305-2323 Jennifer Hurley, Coordinator of Sales Jefferson-150 Northwest Drive, Jefferson, NC 28640 jennifer.barker@revgroup.com M. 336-846-8173

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® manufactures specialty vehicles, including buses, fire trucks, ambulances, and recreational vehicles. Its history, values, and business philosophy have been shaped by various acquisitions and a commitment to producing reliable specialty vehicles for multiple industries.

REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group® trades on the NYSE under the symbol REVG.

History:
The REV Group's history began when American Industrial Partners (AIP) established the company in 2010 by combining four well-established specialty vehicle brands. Over the next several years, REV Group® expanded its portfolio by acquiring various established brands in the specialty vehicle industry, allowing the company to increase its footprint and diversify its product offerings.

Company Values:

Safety:
Safety is paramount for REV Group®, given the nature of the vehicles it manufactures. The company is dedicated to ensuring the reliability and safety of its vehicles, whether they are ambulances, fire trucks, or other specialty vehicles, as they are used in critical and often life-saving situations.

Quality:
Quality is another core value of the REV Group®. The company aims to maintain high standards in manufacturing, ensuring its vehicles meet the expectations and needs of its diverse customer base.

Innovation:
The REV Group® also emphasizes innovation as a way to stay competitive and meet the evolving needs of its customers. The company invests in research and development to introduce new and improved vehicle designs and features.

Customer Focus:
The company is committed to understanding and fulfilling the needs of its customers. Providing reliable and efficient customer service and support is a priority, ensuring customers have the vehicles they need when they need them.

Business Philosophy:
REV Group's business philosophy is grounded in these core values, and it emphasizes the importance of collaboration internally among its various brands and externally with its customers. By working together and prioritizing safety, quality, innovation, and customer service, REV Group® aims to continue its success in the specialty vehicle industry.

Industry Longevity:
REV Group's longevity in the industry is attributed to its robust portfolio of established brands, many of which have histories dating back decades. The company's strategy of acquiring and integrating successful specialty vehicle manufacturers has allowed it to benefit from the experience and expertise of these brands, contributing to its longevity and success in the industry. Below is information related to each of the ambulance manufacturing brands under the umbrella of REV Group's division of ambulance REV Ambulance Group.

AEV
The History of AEV
In 1991, a vision was born out of a profound commitment to uphold the greatest standards of American craftsmanship in ambulance manufacturing. Recognizing the gravity of our role in saving lives, we are deeply dedicated to the responsibility we shoulder. This unwavering dedication has led AEV to its esteemed position as America's top-selling ambulance brand.

Hailing from North Carolina, a region celebrated for its exemplary furniture craftsmanship, AEV ambulances are sculpted by artisans whose skills have been honed over decades. With some boasting a craft legacy spanning 30 years, their unparalleled attention to minutiae and fervor ensures each AEV ambulance stands as a paragon of quality and worth. This spirit of camaraderie and warmth from our team endures well beyond the initial purchase.

The immaculate ambiance of our factory mirrors the pride and precision that goes into each ambulance. Our relentless pursuit of perfection, combined with an ingrained emphasis on safety, is evident not just in every product but also in every

craftsman's touch. At AEV, we don't just manufacture ambulances; we carry forward a legacy of unparalleled excellence.

Horton
The History of Horton
Established in 1968, Horton Emergency Vehicles stands as one of the longest-standing and most esteemed emergency medical vehicle brands. Horton has been at the forefront of numerous advancements that are now considered industry standards in the ambulance world. Among their pioneering achievements are the inception of the van-style ambulance, the creation of the first entirely aluminum modular body vehicle, the integration of hospital-grade electrically managed oxygen systems, user-friendly rear step lifts, solid-state digital electrical infrastructures, aluminum modular storage cabinets, power door lock mechanisms for patient doors, automated electrical load control systems, and the ambulance sector's inaugural rollover airbag mechanism for patient zones.

Horton is the pioneer in dynamic crash testing for its vehicles, a practice it adopted in 1972, well before it became a regulatory requirement. Utilizing instrumented mannequins, Horton's dedication to R&D has led to a multitude of safety innovations throughout the decades.

Guided by our mission to "Craft the world's premier custom ambulances," we pride ourselves on unparalleled customization options, a fully wood-free construction, standard rollover airbag safety in patient zones, a default multiplexed electrical configuration, universally integrated 4-point retractable seatbelts, multi-density-foam-protection-at-potential-head-impact-sites-,-and sites, and a myriad of features that set us apart from the competition.

However, our unwavering commitment has been to safety amid our myriad of features. With half a century's worth of rigorous testing to underscore this dedication, Horton consistently produces superior-quality, technologically progressive, highly adaptable, and safe vehicles. Our enduring legacy is evident from our inception in 1968, with over 20,000 vehicles constructed and dispatched to date.

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Leader Emergency Vehicles
The History of Leader
In 1974, Gary Hunter was working at a motor home manufacturer looking to expand its product line. Hunter’s idea to build ambulances on cutaway truck chassis instead of the usual Cadillac station wagon chassis was met with skepticism. But his first efforts were so well received that the ambulance division was soon spun off.
Gary Hunter and the other employees at the newly formed Leader Ambulance plant got to work. The first vehicles they produced were two 1975 Chevrolet G20 Type 2 ambulances with a revolutionary molded fiberglass design that wrapped around to a partial street-side wall.

Leader soon began building Type 3 modular ambulances in addition to van-chassis

ambulances. From gasoline shortages of the 1970s to the consolidation of the ambulance industry in the 1990s, we maintained a reputation for producing reliable vehicles built to last. In 2010, Leader became part of REV Group, a holding company comprised of over two dozen industry leading specialty vehicle manufacturers.
We have built our reputation on listening to the people who work in our ambulances day in and day out.

Each vehicle we make starts with a 3D CAD drawing customized to your specific needs.
production is then carefully scheduled to ensure your vehicle is ready by the promised date.

Components are cut to exacting tolerances using our industrial CNC high-speed router and our edge banding machine provides a long-lasting, highly durable finished edge.
At Leader we are constantly looking for new technologies to enhance the quality and durability of the product, like 3D printing, vacuum forming, decal and laser cutting.
Then the assembly process begins. We build our own wire harnesses to ensure an electrical system you can rely on, and even mix our own paint to avoid waste and make sure we match your colors perfectly.

Everything comes together in our state-of-the-art final assembly plant. We provide our personnel with only the best equipment and use lean manufacturing techniques to provide you with the best possible value.

Road Rescue
The History of Road Rescue
Leading the frontier of critical care transport, Road Rescue symbolizes America's unwavering commitment to saving lives. Operating seamlessly around the globe and clock, our ambulances consistently deliver patients safely and swiftly to necessary healthcare facilities. As a beacon of hope and assurance, our “vehicles for life” unite and safeguard lives in pivotal moments of need. Our emergency vehicles are “In Service for Live” sprawled across the United States, from Maryville, Washington to Winter Park, Florida, and the Tar Sands of Canada; our top-tier manufacturing facilities embody operational excellence, spanning over an impressive 311,000 square feet of space.

Profound Legacy of Road Rescue
Rooted in a robust history that dates back to 1976, Road Rescue Inc. was born out of Bill Huestis's unwavering commitment to creating ambulances that stand up to critical life-saving tasks. This enduring vision propelled the transformation from a modest warehouse in St. Paul, Minnesota, to a state-of-the-art 311,000 sq. ft. ISO-certified factory in Winter Park. Over 47 triumphant years, our ambulances, engineered with precision and excellence, have continuously shattered industry standards and exceeded the ordinary, offering unmatched durability and reliability.

Strategic Evolution

Navigating through eras and leadership, Road Rescue's relentless pursuit of innovation and quality has remained steadfast. Despite changes and relocations, today, located at the facilities of REV Ambulance Group Orlando Inc., we stand as a testament to the resilience and continual growth in ambulance manufacturing. This unwavering commitment amplifies our capability to ensure that your fleet remains perennially in service, fortified by pioneering innovations and features that revolutionize the rescue mission.

Core Values and Unyielding Commitment
For nearly half a century, our enduring values have fueled the creation of custom vehicles that define exceptional quality and safety. Each ambulance is a unique masterpiece, meticulously crafted by a dedicated team of skilled artisans in our Winter Park, FL factory, to deliver unmatched performance and timely delivery, consistently meeting the exigent demands of life-saving missions.

Comprehensive Business Philosophy
As a vital part of the expansive REV Group, we take pride in our extensive lineup of 30 specialty vehicle brands that contribute to diverse sectors, including emergency and recreational. With a formidable fleet of over 300,000 vehicles in active service, our integrated approach transcends mere manufacturing. Our robust business model harnesses our expansive scale to drive consistent growth and deliver high-quality, tailor-made products, ensuring shortened lead times and cost efficiency reinforcing our competitive edge in the market.

Unmatched Longevity and Service
Our illustrious legacy of manufacturing premier custom ambulances since 1976

underscores our unwavering commitment to elevating industry standards. Our comprehensive support framework, including a dedicated team and an extensive dealer network across the United States and Canada, reinforces our promise of unparalleled service and reliability. This enduring commitment solidifies our position as a trusted partner in the ambulance industry, echoing our unwavering pledge to life, safety, and unwavering service excellence.

In this rich tapestry of dedication, innovation, and service, Road Rescue stands as a beacon of reliability and excellence, reinforcing our unyielding commitment to supporting and enhancing life-saving missions worldwide, one custom ambulance at a time.

Wheeled Coach
History of Wheeled Coach
In the heart of downtown Orlando in 1975, Robert Collins Sr. envisioned a company that would revolutionize the emergency vehicle industry. With that vision, Wheeled Coach, Inc. was birthed. With only a team of five, they initially specialized in crafting Wheelchair Vans and Type II Ambulances. As the years progressed and the demand surged, 1980 saw them relocating to their present headquarters on North Forsyth Rd in Winter Park.

A pivotal moment arrived in 1983 when Wheeled Coach went public. By 1985, Collins Industries, a prominent name in Kansas bus and small ambulance production, acquired them. This acquisition briefly moved Wheeled Coach's operations to Kansas. However, by the early 1990s, all manufacturing operations returned to Orlando, marking a renewed emphasis on innovation, quality, and safety. The year 1993 was notable as the company began producing Type III ambulances.

Wheeled Coach's reputation in the EMS industry solidified in the early 2000s. A commitment to harnessing technology meant enhanced efficiency and consistency in production. The company was also setting new safety benchmarks, leveraging scientific data for better results. A landmark event in March 2010 saw Wheeled Coach testing their Type III ambulance using the Insurance Institute for Highway Safety Side Impact Crashworthiness Evaluation Protocol IV, which attested to the resilience of the Wheeled Coach design with only minor damages observed.

Incorporated within the REV Group family now, Wheeled Coach's commitment to pushing boundaries didn't wane. A 2017 independent test on modular body rollover further vouched for the robustness and safety of Wheeled Coach ambulances. 2020 celebrated 45 remarkable years, underscoring why they are deemed "Trusted by the Toughest."

Core Values
A lineage rooted in unyielding passion; Wheeled Coach ambulances are a testament to relentless performance even in the harshest conditions. They are crafted to mirror the indomitable spirit of the heroes who use them.

Longevity
For over four decades since 1975, Wheeled Coach has been synonymous with superior custom ambulances. Our vision is to amplify our footprint in the ambulance domain year after year. Our support extends beyond just products; our dedicated five-member team stands ready to assist customers with electrical schematics, engineering drawings, and more. Furthermore, our extensive dealer network, encompassing 19 dealers across the U.S., all come equipped with service facilities. Most even offer mobile services, ensuring our ambulances are always ready to serve.

REV Remount Centers

REV Ambulance Group, encompassing a diverse and prestigious portfolio of ambulance brands, including Horton, AEV, Wheeled Coach, Road Rescue, and Leader, stands at the forefront of innovation and quality in the emergency vehicle sector. Our extensive network of remount centers across the United States is a testament to our commitment to longevity, sustainability, and customer service.

At REV Ambulance Group, we understand that the lifecycle of an ambulance extends far beyond its initial purchase. That's why we've established a robust network of remount centers, strategically located to serve our diverse customer base effectively. These centers specialize in refurbishing and remounting ambulances, offering a cost-effective and environmentally friendly alternative to purchasing new vehicles.

Each remount center within the REV Ambulance Group network adheres to the highest standards of quality and craftsmanship, ensuring that each refurbished vehicle meets or exceeds original manufacturing specifications. Our skilled technicians, many of whom are direct employees of REV Ambulance Group, bring a wealth of experience and expertise to every project, whether it's a simple

refurbishment or a complex remount.
The remount process is not only an economical solution for budget-conscious departments but also an opportunity to upgrade and modernize existing fleets with the latest technology and equipment. This approach aligns with our commitment to sustainability, reducing waste and extending the useful life of each vehicle.

Moreover, the remount centers offer an extensive range of services, including custom modifications and upgrades, to ensure that each ambulance meets the specific needs of its users. Whether it's Horton's renowned durability, AEV's innovative design, Wheeled Coach's versatility, Road Rescue's custom solutions, or Leader's exceptional quality, each brand within REV Ambulance Group benefits from the shared knowledge and resources of our remount centers.

In summary, REV Ambulance Group's network of remount centers is a critical component of our comprehensive approach to serving the emergency vehicle market. By offering high-quality remount services, we provide our customers with cost-effective, sustainable solutions, while maintaining the integrity and reliability that our brands are known for.

Grove City
The REV Ambulance Remount Center in Grove City, Ohio spans over 60,000 sq feet and offers advanced
service and remount capabilities.

Built-in 2021, the REV Ambulance Remount Center – Grove City offers OEM quality remount services for REV Ambulance brands. Additionally, the facility offers solutions for advanced body repair and service work. The REV Ambulance Remount Center supports dealers by offering a remount and service option for overflow work or by providing a solution to dealers who do not have these capabilities in-house. Over 35,000 square feet of the Grove City facility are exclusively committed to remount production. This modern facility has all the necessary equipment to unmount and remount bodies from old chassis and perform necessary repairs while maintaining the structural body warranty for REV-branded products. REV always follows the guidelines of the Ford Quality Vehicle Modifier (QVM) Program regardless of the brand of chassis. This ensures the same quality goes into each remounted ambulance as the original, new ambulance.

Apart from dedicated remount space, the REV Ambulance Remount Center – Grove City has 7,000 square feet of special project area. The space is designated to provide upfit services for command vehicles, fly cars, state vehicles, and other unique applications.

The Grove City facility also includes two state-of-the-art paint booths that cover 7,500 square feet. These paint booths are 40 feet long by 20 feet wide which allows Grove City to paint any emergency vehicle, including but not limited to: ambulances, single pumpers, and city trucks. Paint prep booths are equipped with new generation triple air filtration systems which improve the overall finish quality as well as provide enhanced protection of the environment. REV Remount Center – Grove City has installed the latest Graco plural component systems to ensure proper component mixing ratios for both primer and finishing coats. All paint booths have integrated electronically controlled baking cycles, capable of reaching 160 degrees Fahrenheit which reduces painting and curing time. REV Ambulance Remount Center – Grove City can help with the full remount and minor refurbishment needs based on each customer’s requirements. The Grove City facility will quote your remount or service request based on your individual scope of work and current industry requirements, such as FMVSS, to ensure your vehicle is built to the latest federal safety requirements. Your remount will be performed by a trained remount team ensuring that all the work is performed to REV Remount
standards.

Jefferson
The REV Ambulance Remount Center in Jefferson, North Carolina spans over 25,000 square feet and offers advanced remount services for the REV family of brands. The REV Ambulance Remount Center supports dealers by offering a remount option for overflow work and by providing a solution to dealers who do not have these capabilities in-house. This modern facility has all the necessary equipment to unmount and remount bodies from old chassis and perform necessary repairs while maintaining the structural body warranty for REV branded products. REV always follows the guidelines of the Ford Quality Vehicle Modifier (QVM) Program regardless of the brand of chassis. This ensures the same quality goes into each remounted ambulance as the original, new ambulance. The Jefferson facility offers optional body painting services utilizing its state-of-the-art paint booths. Prep booths are equipped with new generation triple air filtration systems which improve the overall finish quality as well as provide enhanced protection of the environment. Primers are applied using the latest advanced electrostatic technology.

		The latest Binks - plural component systems have been installed to ensure proper component mixing ratios for both primer and finishing coats. All paint booths have integrated electronically controlled baking cycles to reduce painting and cure time. REV Ambulance Remount Center – Jefferson specification writing team can help with any remount needs. The Jefferson facility will quote your remount starting with the base remount specifications and will build into the customer's individual scope of work. Each remount adheres to current industry requirements, such as FMVSS, to ensure your vehicle is built to the latest federal safety requirements. Your remount will be performed by a trained remount team ensuring that all the work is performed to REV Remount standards.	
11	What are your company's expectations in the event of an award?	If Sourcewell were to honor us with an award, it would undoubtedly serve as a powerful testament to the strength and excellence of REV Group and its subsidiary, REV Ambulance Group, along with all our renowned brands and remount centers. This recognition would resonate within our organization and across the entire Sourcewell community, showcasing our commitment to delivering top-notch products and services. The impact of receiving this contract would extend far beyond a mere acknowledgment of our reputation; it would open up a multitude of new opportunities. Firstly, it would elevate our profile among Sourcewell members, reaffirming our position as a trusted and dependable partner in the industry. This increased visibility would undoubtedly translate into a substantial boost in sales prospects for our brands, further solidifying our presence in the market. Furthermore, we anticipate tangible process enhancements for both our establishment and the broader Sourcewell membership. The Sourcewell award would serve as a catalyst for refining the procurement methodology, streamlining it to be more efficient, cost-effective, and user-friendly. Instead of grappling with the complexities and delays often associated with traditional acquisition processes, this award would pave the way for a smoother and more straightforward approach. It would eliminate the typical ambiguities and hurdles that can hinder equipment acquisitions, benefiting all parties involved. By being affiliated with Sourcewell through this prestigious award, we would forge a collaborative advantage that ensures Sourcewell, REV Group, REV Ambulance Group, our various brands, and our extensive network of remount centers all reap the rewards of this synergistic relationship. This partnership would enhance our collective capabilities and facilitate a more seamless and efficient experience for all Sourcewell members, fostering a win-win scenario that transcends the contract itself.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	December 13, 2023 NEWS RELEASE FOR IMMEDIATE RELEASE REV GROUP, INC. REPORTS STRONG FISCAL 2023 FOURTH QUARTER AND FULL YEAR RESULTS PROVIDES FISCAL 2024 FULL YEAR GUIDANCE • Fourth quarter and full year net sales of $693.3 million and $2,638.0 million, respectively • Fourth quarter and full year net income of $29.7 million and $45.3 million, respectively • Fourth quarter and full year Adjusted EBITDA1 of $54.0 million and $156.6 million, respectively • Fourth quarter and full year Adjusted Net Income1 of $31.7 million and $80.5 million, respectively • Full year cash provided by operating activities of $126.5 million; end of year Net Debt2 of $128.7 million Brookfield, Wis.--(BUSINESS WIRE) -- REV Group, Inc. (NYSE: REVG) today reported results for the three months ended October 31, 2023 (“fourth quarter 2023”). Consolidated net sales in the fourth quarter 2023 were $693.3 million, representing an increase of 11.2 percent compared to $623.6 million for the three months ended October 31, 2022 (“fourth quarter 2022”). The increase in consolidated net sales was primarily due to an increase in net sales in the Fire & Emergency (“F&E”) and Commercial segments, partially offset by a decrease in net sales in the Recreation segment. Consolidated net sales were $2,638.0 million for the twelve months ended October 31, 2023 (“full year 2023”), which was an increase of 13.1 percent over the twelve months ended October 31, 2022 (“full year 2022”). The company’s fourth quarter 2023 net income was $29.7 million, or $0.50 per diluted share, compared to net income of $8.7 million, or $0.15 per diluted share, in the fourth quarter 2022. Adjusted Net Income for the fourth quarter 2023 was $31.7 million, or $0.53 per diluted share, compared to Adjusted Net Income of $16.2 million, or $0.28 per diluted share, in the fourth quarter 2022. Net income for the full year 2023 was $45.3 million, or $0.77 per diluted share, compared to net income of $15.2 million, or $0.25 per diluted share in full year 2022. Adjusted EBITDA in the fourth quarter 2023 was $54.0 million, compared to $33.5 million in the fourth quarter 2022. The increase in Adjusted EBITDA during the quarter was driven by increased contributions from the F&E and Commercial segments, partially offset by a decrease in the Recreation segment. Full year 2023 Adjusted EBITDA was $156.6 million, compared to $105.1 million in full year 2022. “We are pleased to deliver strong fourth quarter and full year results which are a testament to the progress of the operational initiatives we have put in place over the past few quarters, and the hard work of our dedicated employees,” REV Group Inc. President and CEO Mark Skonieczny said. “We exited our 2023 fiscal year with a strong balance sheet, solid municipal end markets, and a record Fire & Emergency backlog which we believe positions us well for fiscal 2024.” REV Group Fourth Quarter Segment Highlights Fire & Emergency Segment F&E segment net sales were $339.1 million in the fourth quarter 2023, an increase of $86.1 million, from $253.0 million in the fourth quarter 2022. The increase in net sales compared to the prior year quarter was primarily due to increased shipments of fire apparatus and ambulance units, a favorable mix of ambulances units and price realization. F&E segment backlog at the end of the fourth quarter 2023 was $3,649.8 million, an increase of $1,060.4 million compared to $2,589.4 million at the end of the fourth quarter 2022. The increase was primarily the result of continued demand and strong order intake for fire apparatus and ambulance units, and pricing actions, partially offset by increased unit production and shipment activity against backlog. F&E segment Adjusted EBITDA was $26.8 million in the fourth quarter 2023, an increase of $24.9 million from $1.9 million in the fourth quarter 2022. Profitability within the segment benefited from higher unit sales, a favorable mix of ambulance units, and price realization, partially offset by inflationary pressures. SEC Report attached Table 2:Financial Strength Line 12

13	What is your US market share for the solutions that you are proposing?	With an impressive market share of approximately 57%, REV Group Ambulances unquestionably reigns supreme as the uncontested leader in the ambulance manufacturing industry. This substantial market dominance doesn't emerge in isolation but is intricately tied to REV Group's formidable strengths, making it a powerhouse in the field. First and foremost, this commanding market share is a testament to REV Group's unwavering commitment to producing top-quality ambulances. The brand has consistently delivered vehicles that meet and exceed the rigorous demands of emergency medical services, earning the trust and loyalty of customers across the industry. This reputation for reliability and excellence has been cultivated over years of dedication and meticulous attention to detail. Furthermore, REV Group's ability to command over half of the market brings significant strategic advantages. It enables the company to negotiate advantageous terms with suppliers, ensuring a steady supply of high-quality components while maintaining cost-efficiency. This leverage also empowers REV Group to influence industry standards, driving innovation and setting benchmarks that raise the bar for competitors. In addition to these strengths, REV Group's remarkable market presence underscores its dedication to innovation and customer service. By maintaining a deep understanding of the unique requirements of emergency medical services, the company consistently introduces cutting-edge features and improvements, enhancing the functionality and safety of its ambulance offerings. This dedication to continuous improvement and its relentless pursuit of excellence have allowed REV Group Ambulances to secure its premier position in the industry. Organizations seeking dependable and top-tier ambulance solutions naturally turn to REV Group due to its unmatched track record and the assurance of quality it brings. This leadership isn't just a source of pride for the company; it represents an unwavering commitment to excellence that ultimately benefits emergency medical service providers and the communities they serve, reinforcing REV Group's status as an industry titan.	*
14	What is your Canadian market share for the solutions that you are proposing?	REV Group Ambulance, as a subsidiary of the parent company REV Group, has a proud history of partnering with dealers in Canada to provide high-quality ambulance solutions. While specific market share data for the proposed solutions in Canada is currently being assessed, we are optimistic about our potential to expand REV Ambulance Group's presence in the Canadian market further. It's important to note that REV Group Ambulance's offerings, including brands like Road Rescue and Wheeled Coach, are designed to meet the stringent Alberta Health and Wellness Certification standards. This commitment to adhering to rigorous quality and safety standards clearly indicates our dedication to providing top-tier ambulance solutions in the region. As we continue to work with our Canadian partners and engage with the market, we anticipate that REV Group Ambulance's presence and market share in Canada will grow, driven by our unwavering commitment to delivering reliable and high-quality ambulance vehicles that meet the unique needs of Canadian healthcare providers and communities. We are excited about the opportunities to contribute to the Canadian healthcare landscape and enhance emergency medical services in the region.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, neither REV Group nor REV Ambulance Group, along with our associated brands, has ever petitioned for bankruptcy protection. Our organizations maintain a strong financial standing and a commitment to delivering top-quality products and services to our customers.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	REV Ambulance brands are best described as b) a manufacturer and service provider. As the leader in ambulance manufacturing, REV Ambulance Group's approach to delivering the products and services proposed in this RFP involves a strategic alignment with its portfolio of prestigious brands, each with unique strengths and distribution networks. Our relationship with our sales and service force, as well as our dealer network, is a well-orchestrated blend of dedicated employees and independent entities. For brands like Wheeled Coach and Road Rescue, known for their high-quality custom ambulances, we have established partnerships with a nationwide independent dealer network. These dealers are individually owned and managed entities. To ensure that our customers receive unparalleled service and expertise, Wheeled Coach and Road Rescue have invested in a dedicated Director of Sales and Sales Managers. These professionals are responsible for offering product training and guidance to our expansive dealer force, enabling them to represent our brands effectively. In the case of Horton, our approach is slightly different. Horton primarily operates as a manufacturer, directly handling sales, parts, and services in two states. However, for the rest of the country, we have established a comprehensive distributor network. This network comprises 14 businesses with 129 dedicated sales and support representatives. Each of these dealers operates as a distinct business, entering into contractual agreements to represent Horton. They work collaboratively with Horton to ensure impeccable sales, service, and support across all 50 states, providing a consistent and responsive customer experience. AEV, another valuable member of the REV Ambulance Group, specializes in manufacturing a broad range of ambulances, from Type II van styles to Medium Duty Chassis ambulances. AEV's strength lies in its robust dealer network, which is well-equipped to handle both sales and service inquiries. This dealer distribution network is extensive and includes both physical service centers and mobile units. It is designed to ensure that customers receive prompt, on-site service, regardless of their location anywhere in the country. Leader sells and services directly in the states of Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Idaho, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Leader Industries is the distributor for Horton Emergency Vehicles in California and Nevada. We are proud to say that we have been with Horton every step of the way as they developed one of the premier products in our industry. Horton has always been at the forefront of technology when it comes to ambulance design. We have not only been selling the Horton product, but also servicing it. We maintain a large variety of replacement parts as well as knowledgeable staff to help you diagnose and maintain your vehicles. Leader is an authorized dealer for AEV ambulances in California. AEV's full product line compliments our commitment to our customers to offer a wide range of ambulance models from other REV ambulance manufacturers. AEV's Traumahawk™ innovations have exceeded the industry standard, and Leader is pleased to offer this additional line of emergency vehicles. Sales, Parts, and Services are all supported by Leader for customers who have chosen AEV. REV Remount Centers are established to serve our dealer network and customers needing remount services. In summary, our approach is a well-structured combination of dedicated employees, such as Sales Directors and Managers, and independent dealers who operate as partners across our brands. This approach allows us to leverage the strengths of each brand while delivering the highest level of service and support to our customers throughout the United States; all of our service areas and sales area information can be conveniently found through our Dealer Locator on the individual websites for the brands.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	REV Ambulance Group and its parent company, REV Group, proudly uphold the most rigorous industry standards in the field of ambulance manufacturing. This commitment is reflected in an extensive array of licenses, certifications, and requirements that showcase our unwavering dedication to excellence. With nationwide recognition, we are licensed in all 50 states, and all of our ambulance brands carry a prestigious list of credentials that serve as a testament to our commitment to quality and safety. Our notable certifications and designations include: 1. ISO 9001:2015 Certification: Demonstrating our adherence to stringent quality management standards. 2. Designation as a Ford Quality Vehicle Modifier (QVM): Highlighting our expertise and competence in modifying vehicles to meet Ford's high-quality standards. 3. Successful completion of the Society of Automotive Engineers J3057 body integrity test: Ensuring the structural integrity and safety of our ambulance designs. 4. Adherence to the National Fire Protection Association (NFPA) 1917 standards: Meeting the highest safety and performance standards for ambulances. 5. Participation in CAAS Ground Vehicle Standards Development: Contributing to the development of standards for ground ambulance vehicles. 6. Compliance with GSA KKK-1822-F (including all change notices): Meeting the rigorous requirements set by the General Services Administration. 7. Affiliations with the National Institute for Occupational Safety and Health (NIOSH) and the National Institute of Standards and Technology (NIST): Demonstrating our commitment to staying at the forefront of safety and technology. Membership in the Ambulance Manufacturers Division of the National Truck Equipment Association (NTEA/AMD) as an MVP Member: Showcasing our active involvement and leadership in industry associations. Each remount center within the REV Ambulance Group network adheres to the highest standards of quality and craftsmanship, ensuring that each refurbished vehicle meets or exceeds original manufacturing specifications. Our skilled technicians, many of whom are direct employees of REV Ambulance Group, bring a wealth of experience and expertise to every project, whether it's a simple refurbishment or a complex remount. Our unwavering dedication to these exacting standards underscores our commitment to delivering nothing but the best to our stakeholders, including our customers, partners, and the communities that rely on our ambulances for critical healthcare needs.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None. There has not been suspension or debarment in the REV Group organization or any of the associated ambulance brands.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	REV Group has been named a 2024 Bronze Military Friendly Employer and Military Friendly Spouse Employer by VIQTORY, a veteran-owned military marketing company. This marks the first year REV Group has been recognized for demonstrating its “commitment, effort and success in creating sustainable and meaningful benefit for the military community” and providing a positive work environment for military Veterans. “REV Group has a long history of supporting the military in each community our vehicles are made, so it’s an honor to be recognized,” said Mark Skonieczny, president and CEO, REV Group. “We are committed to providing a culture where our Veteran and active-duty military members and military spouses can thrive.”“Organizations earning the Military Friendly Employers designation have wholeheartedly invested in comprehensive and impactful initiatives that bring about positive, life-changing results for our valued service members, dedicated military spouses, and esteemed veterans within their ranks,” said Kayla Lopez, senior director of Military Partnerships at Military Friendly. “We salute these exemplary employers who raise the bar and understand that hiring military personnel is not merely an act of goodwill but a testament to a standard that truly embodies sound business wisdom.” Institutions earning the Military Friendly Employer designation were evaluated using both public data sources and responses from a proprietary survey. Over twelve hundred companies participated in the 2024 Military Friendly® survey. Methodology, criteria, and weightings were determined by VIQTORY with input from the Military Friendly® Advisory Council of independent leaders in the military recruitment community. Final ratings were determined by combining an organization’s survey score with an assessment of the organization’s ability to meet thresholds for Recruitment, New Hire Retention, Employee Turnover, and Promotion and advancement of veterans and military employees. REV Group will be showcased in the 2024 Military Friendly® Employers in the Winter issue of G.I. Jobs® magazine and on MilitaryFriendly.com Wheeled Coach and Road Rescue shine with esteemed accolades from QVM and NTEA and proudly hold the REV Safety Award. Their state-of-the-art factory meets the prestigious ISO 9001:2015 standard. Horton stands out with special recognitions from Ford QVM and NTEA and boasts the elite MVP title, all while upholding the ISO 9001:2015 certification. AEV is a trailblazer, celebrated by Frost and Sullivan, TRA Green Certification, QVM, and NTEA. Notably, they're hailed as the Best Place to Work in Ashe Co, NC, possess the Star Certification, the revered REV Safety Award, and adhere to the ISO 9001:2015 standard. Leader stands out with special recognitions from Ford QVM, NTEA and been recognized as a Top National Upfitter by Mercedes Benz. Leader has been recognized multiple times in recent years by the REV Group for excellence in Safety. At Leader, innovation starts with listening to our customers. We’re not willing to sacrifice vehicle safety, ergonomics or performance. Instead, we find ways to integrate all three. We’re constantly looking for ways to improve the quality of our vehicles. We take the time to find the right materials and the right high-precision manufacturing techniques. All to ensure every component in our ambulances can stand up to the demanding job you do every day.	*

20	What percentage of your sales are to the governmental sector in the past three years	REV Ambulance Group, encompassing a diverse portfolio of trusted brands, has a solid and longstanding relationship with the governmental sector. Over the past three years, each brand under our umbrella has demonstrated a significant commitment to serving government agencies, as evidenced by the percentage of sales in this sector. AEV (American Emergency Vehicles) has consistently supported government agencies, with approximately 25-30% of their sales over the past three years attributed to this sector. This reflects AEV's strong alignment with the needs of government-based emergency services. Horton, known for its high-quality ambulances, has an even more pronounced focus on government clients. About 90% of Horton's sales in the past three years have been to governmental agencies, underscoring the brand's significant role in public sector emergency medical services. Wheeled Coach, another key player in our group, has maintained over 80% of its customer base within the governmental sector. This highlights Wheeled Coach's expertise in meeting the specific requirements of government agencies for reliable and efficient emergency response vehicles. Road Rescue stands out, with an impressive 95+% of its clientele being governmental agencies. This extraordinary percentage showcases Road Rescue's dedication to and specialization in equipping government bodies with advanced, custom-fit ambulance services. Leader has consistently supported government agencies, with approximately 50% of their sales over the past there years being attributed ot this sector. Leader is there to support any governmental agencys needs. In summary, the REV Ambulance Group, through its various brands, demonstrates a strong and focused presence in the governmental sector, with a significant portion of our sales in the past three years dedicated to meeting the rigorous demands of government agencies across the country.	*
21	What percentage of your sales are to the education sector in the past three years	For all REV Ambulance brands, including AEV, Horton, Wheeled Coach, Road Rescue, and Leader, the percentage of sales to the education sector in the past three years is 1 percent.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Wheeled Coach boasts a diverse range of contracts and sales volumes: SAVVIK Buying Group 12 units HGAC 30 units Florida Sheriffs 85 units TX Buy Board 10 units Road Rescue boasts a diverse range of contracts and sales volumes: SAVVIK Buying Group 14 units HGAC 15 units TX Buy Board 5 units Florida Sheriffs 33 units Ohio State STS 12 units Horton boasts a diverse range of contracts and sales volumes: Ohio State Terms Schedule with 65 units Houston/Galveston Area Contract with 80 units Florida Sheriffs Contract with 20 units North Carolina Sheriffs Contract with 2 units SAAVIK with 10 units MAPC with 20 units Northwest Municipal Contract with 40 units Buy Board with 5 units WEMSA with 10 units Sourcewell 19 units AEV boasts a diverse range of contracts and sales volumes: HGAC 123 Units Florida Sheriffs 42 Units Savvik 9 Units First Choice 2 Units Ohio State Terms Schedule 8 Units Leader boasts a diverse range of contracts and sales volumes: HGAC new to contract 2024 no sales as of yet.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Not all REV Group Ambulance brands participate in GSA currently; the brands Wheeled Coach, Road Rescue, and Horton participate in GSA, although all brands have the ability to participate. REV Ambulance Group Orlando, Inc. – 90 units Halcore Group, Inc. – 5 units	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Memphis Fire Department	Chief Shelton	901-636-1400	*
City of Burnsville	Terry Richie	952-895-4554	*
City of Philadelphia	Fredrick J. Harrison	215-626-1879	*
Flack USA	Steve Taylor	714-587-7707	
City of Long Beach	Juan “Luis” Mercado	562-570-5410	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NA	Government	California - CA	E450 Type 3 units	4 units	1,700,000.00	*
NA	Government	Texas - TX	F450 Type I units built to specifications all within the past year,	40 units	10,574,126.00	*
NA	Government	Florida - FL	23 Type 1 units	23 units	13,225,125.00	*
NA	Government	Illinois - IL	Type 1 units	79 units	15,915,000.00	*
NA	Government	New York - NY	Type 1 units	356 units	146,733,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	With its extensive network of sales and service providers, REV Group Ambulance is well-positioned to meet the needs of Sourcewell participating entities across the United States and Canada. Our capabilities in this regard are outlined in detail below: Locations of Network: REV Group Ambulance operates through a comprehensive network of independent dealers and service centers strategically located across North America. This network ensures widespread coverage and accessibility for all Sourcewell members, regardless of their geographical location. In the United States, our network spans all major regions, including the Northeast, Midwest, South, and West. In Canada, we have established partnerships with key individual dealers to extend our reach, ensuring that Sourcewell members in Canada also have access to our products and services. Number of Workers: Our sales and service network is supported by a robust workforce. Across our various locations, we employ a significant number of full-time equivalents (FTEs) who specialize in sales, customer service, engineering, and technical support. These professionals are committed to providing our dealers and customers with the highest standards of service and expertise. Overlap Between Sales and Service Functions: At REV Group Ambulance, we emphasize the integration of sales and service functions to provide a seamless customer experience. Many of our employees are cross-trained in both sales and technical aspects of our products, allowing them to effectively address a wide range of customer needs. This overlap ensures that our team can provide comprehensive support, from initial inquiries and sales to after-sales service and maintenance. In summary, REV Group Ambulance's extensive network, skilled workforce, and integrated approach to sales and service uniquely position us to effectively meet the needs of Sourcewell-participating entities throughout the United States and Canada. Specific Brand Information Apart from a single inside sales representative overseeing our Middle East and South American export sales, Wheeled Coach proudly presents our products solely via our independent dealer network. Similarly, Road Rescue Emergency Vehicles, with the exception of one inside sales staff for Middle East and South American exports, solely offers its products through its esteemed independent dealer network. Horton: Horton boasts a widespread presence with 14 dealers strategically located across the U.S. Additionally, we have a dedicated factory-direct team. Our dealers operate from key states such as Kentucky, Texas, Alabama, Utah, Minnesota, Michigan, California, Pennsylvania, Massachusetts, Illinois, Maryland, Florida, Tennessee, and New Jersey. Furthermore, our direct team operates out of Ohio. Dealers that cover multiple states ensure staff availability in each of these states, catering to both sales and service needs. Moreover, many, including our factory, offer the convenience of mobile services. AEV's dynamic team consists of seven dedicated Account Managers, each assigned to specific dealerships. On average, each Account Manager efficiently manages about 175 orders every year. These managers seamlessly guide each order from inception to completion, encompassing the quotation phase, post-purchase order receipt, build, and delivery. Leader Provides sales directly through their factory location in California and a selective independent dealer network. Since 1975, Leader has been exactly that: a leader in emergency vehicle manufacturing. We're a Southern California-based ambulance company that combines a "can do" attitude with an unwavering commitment to safety and quality. The result is a range of Type 1, Type 2 and Type 3 ambulances full of innovative features that can improve the safety and effectiveness of the crew. Each remount center within the REV Ambulance Group network adheres to the highest standards of quality and craftsmanship, ensuring that each refurbished vehicle meets or exceeds original manufacturing specifications. Our skilled technicians, many of whom are direct employees of REV Ambulance Group, bring a wealth of experience and expertise to every project, whether a simple refurbishment or a complex remount. The remount center has a full staff dedicated to assisting each of our independent dealers with their customer's remount needs. For more information on service and support for these brands, you can visit their respective websites, which provide access to their independent dealer service networks. See attached Insurance Form for example of COI

27	Dealer network or other distribution methods.	REV Group Ambulance brands operate through a comprehensive network of independent dealers and service centers strategically located across North America. This network ensures widespread coverage and accessibility for all Sourcewell members, regardless of their geographical location. In the United States, our network spans across all major regions, including the Northeast, Midwest, South, and West. In Canada, we have established partnerships with key independent dealers to extend our reach, ensuring that Sourcewell members in Canada also have access to our products and services. Wheeled Coach: Wheeled Coach proudly serves its North American clientele through a robust network of 19 Independent Sales Dealerships. To find a dealer specific to any state, utilize our online dealer locator on our website. Road Rescue: For North America, Road Rescue Emergency Vehicles provides its products via a network of 17 Independent Sales Dealerships, encompassing 16 within the U.S. and 1 in Canada. Find your nearest dealer with ease using the dealer locator on our website. Horton: Horton boasts a widespread presence with 14 dealers strategically located across the U.S. Additionally, we have a dedicated factory-direct team. Our dealers operate from key states such as Kentucky, Texas, Alabama, Utah, Minnesota, Michigan, California, Pennsylvania, Massachusetts, Illinois, Maryland, Florida, Tennessee, and New Jersey. Furthermore, our direct team operates out of Ohio. Dealers that cover multiple states ensure staff availability in each of these states, catering to both sales and service needs. What's more, many, including our factory, offer the convenience of mobile services. Find your nearest dealer with ease using the dealer locator on our website. AEV: AEV champions a comprehensive dealer network that operates across the United States. Each dealer is assigned a specific territory, sometimes spanning multiple states, ensuring the broad reach of our products. To pinpoint the dealer nearest to you, visit our website's dealer locator at aev.com. Find your nearest dealer with ease using the dealer locator on our website. Leader: Leader Provides sales directly through their factory location in California and a selective independent dealer network. Since 1975, Leader has been exactly that: a leader in emergency vehicle manufacturing. We're a Southern California-based ambulance company that combines a "can do" attitude with an unwavering commitment to safety and quality. The result is a range of Type 1, Type 2 and Type 3 ambulances full of innovative features that can improve the safety and effectiveness of the crew. Find your nearest dealer with ease using the dealer locator on our website. REV Remount Centers: Each remount center within the REV Ambulance Group network adheres to the highest standards of quality and craftsmanship, ensuring that each refurbished vehicle meets or exceeds original manufacturing specifications. Our skilled technicians, many of whom are direct employees of REV Ambulance Group, bring a wealth of experience and expertise to every project, whether a simple refurbishment or a complex remount. The remount center has a full staff dedicated to assisting each of our independent dealers with their customer's remount needs. For more information on service and support for these brands, you can visit their respective websites, which provide access to their independent dealer service networks.

28	Service force.	REV Ambulance Group, comprising brands like Wheeled Coach, Road Rescue, Horton, AEV, Leader and REV Remount Centers, emphasizes exceptional service and customer support. Here's a closer look at the commitment to service from each of these brands: Wheeled Coach prioritizes exceptional service by ensuring that all 19 of its Independent Sales Dealerships nationwide are equipped with service facilities. Many of these dealerships also offer the convenience of mobile service units. Their dedicated customer service team, consisting of five members, is always ready to assist and is equipped with access to electrical schematics and engineering drawings to facilitate swift repairs. You can reach their service team anytime, day or night, at their 24/7 Service Hotline: 855-661-9232, press #9, and then press #5 for customer service and warranty. Road Rescue Emergency Vehicles takes great pride in its commitment to service. Their 17 Independent Sales Dealerships across the U.S. and Canada are authorized service centers for Road Rescue Emergency Vehicles and ambulances. Similar to Wheeled Coach, many of these dealerships feature mobile service units. Their customer relations department is supported by a team of five specialists available around the clock, ready to provide guidance using detailed electrical schematics and engineering drawings. For instant support, dial their 24/7 Service Hotline at 855-661-9232, press #9, and then press #5 for customer service and warranty. Horton boasts a dynamic team of 87 service professionals, thanks to their Independent dealer network and factory collaboration. This team is fully dedicated to providing top-notch service and support. AEV relies on its extensive independent dealer distribution network as the backbone of its service commitment. This network includes traditional brick-and-mortar service centers as well as mobile service offerings. AEV's dealers stand ready to assist customers anywhere in the country, ensuring prompt and efficient service. Leader, headquartered in Southern California, has a strong reputation for excellent after-sales service and support. They are particularly well-versed in the California and West Coast markets. Additionally, Leader utilizes the independent dealer network of AEV and Horton to provide service after the sale, ensuring that customers receive comprehensive support. Leader manages Customer service issues through Sales Representatives and Service/Parts Manager. Primary service contact is LEVCustomerService@leader-ambulance.com 626-459-5150. Each remount center within the REV Ambulance Group network adheres to the highest standards of quality and craftsmanship, guaranteeing that every refurbished vehicle meets or exceeds the original manufacturing specifications. Skilled technicians, including direct employees of REV Ambulance Group, bring their extensive experience and expertise to every project, whether it involves a simple refurbishment or a complex remount. Furthermore, a dedicated staff at the remount center assists independent dealers with their customers' service and remount needs. For more information on service and support for these brands, you can visit their respective websites, which provide access to their independent dealer service networks.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	REV Ambulance Group brands have a well-defined and efficient ordering process that ensures our customers a smooth and seamless experience. While our extensive network of independent dealers primarily handles orders, our role as the Proposer is integral to the overall process. Here’s a detailed explanation of the ordering process and the respective roles of REV Ambulance Group and our distributors/dealers: Customer Inquiry and Consultation: The process typically begins with a customer inquiry. Customers can reach out directly to REV Ambulance Group brands and our individual dealer network. Our internal sales team and the dealer's sales representatives work collaboratively to understand the customer's specific requirements, including model preferences, customizations, and any additional features needed. Proposal and Quotation: The REV Ambulance Group brand or the individual dealer provides a detailed proposal and quotation based on the customer's needs. This proposal includes specifications, pricing, and any other relevant information. Our internal team assists dealers in creating accurate and comprehensive proposals, ensuring all customer requirements are met. Order Placement: The order is placed once the customer reviews and approves the proposal. If a dealer handles the order, the dealer communicates this to REV Ambulance Group's respective brand along with the necessary order details. Our role in this stage is to confirm the order details, ensure all specifications are correct, and begin the process of vehicle assembly preparation; if additional questions are had, and clarification on customization is required, the dealer will schedule a

preconstruction conference to work out any details.

This web-based approach to quoting and order placement not only expedites the entire process but also allows for greater transparency and communication between REV Ambulance Group, our dealers, and our customers. It exemplifies our commitment to leveraging technology to enhance customer experience and operational efficiency

Manufacturing and Customization: REV Ambulance Group brands take charge of manufacturing and customization. Our skilled workforce and state-of-the-art facilities ensure that every ambulance meets the highest standards of quality and craftsmanship. Throughout this phase, we communicate with the dealer to provide updates on the order's progress.

Delivery and Handover: Upon completion, an onsite or virtual inspection is scheduled with the dealer and customer, as the contract indicates. After the dealer and customer have approved the order, the ambulance is delivered to the dealer or directly to the customer, based on the agreed terms; the dealer plays a crucial role in this stage, facilitating the final inspection, handover, and any required on-site training for the customer.

After-Sales Support: After the delivery, both REV Ambulance Group brand and our dealers remain available to provide after-sales support, including service, maintenance, and any additional training or assistance required.

In summary, while our dealers and distributors play a significant role in customer interaction, proposal preparation, and delivery, REV Ambulance Group is closely involved in every step to ensure quality control, order accuracy, and customer satisfaction. This collaborative approach between REV Ambulance Group and our dealers ensures that our customers receive the best possible service from the moment they inquire until after their ambulance is delivered and beyond. *

Wheeled Coach: Wheeled Coach manages the quarterly reporting to Sourcewell for our dealer network. Customers should notify their dealership of their Sourcewell membership. Within our order system, dealerships will select a dedicated option, confirming the customer's Sourcewell association. Following this, Wheeled Coach will notify Sourcewell with the pertinent details: Member ID, Application Name, Address, Ambulance Type, order reception date, and an estimated completion date. Upon vehicle delivery, our finance team will administer the relevant fee for the order.

Road Rescue: For our dealer network, Road Rescue Emergency Vehicles handles the quarterly Sourcewell report. Customers are to communicate their Sourcewell membership to the dealership. An option in our ordering system allows dealerships to confirm this membership. Subsequently, Road Rescue will relay key details to Sourcewell, from Member ID and Address to Ambulance Type and tentative completion dates. Once the vehicle is delivered, our finance section processes the necessary administrative fee.

Horton: Our sales team actively engages with potential clients in their designated regions, employing demonstration vehicles, parts samples, brochures, and more to elucidate product benefits. Collaboratively, the salesperson and customer craft the vehicle's specifications. This design is digitally crafted using our online sales configurator, where standard options are selected, and unique requests are made. A collaborative team, including engineers and procurement experts, reviews these specifications for feasibility and accurate pricing, also providing visual drawings for clarity. The refined quote is then sent to the customer for verification. As changes might arise, this process is iterative. Once the customer's purchase order is received, the manufacturing commences. Customers receive regular updates via progress photos and can opt for inspections. Once the ambulance is complete, a final check is scheduled. Depending on customer preference, the vehicle can be picked up, delivered by a hired driver, or transported on a flatbed.

AEV: American Emergency Vehicles handles Sourcewell’s quarterly reporting for our dealer network. To benefit from this arrangement, customers should indicate their Sourcewell membership when engaging with our dealership. Within our ordering system, the designated option number verifies this membership. Consequently, AEV communicates essential details to Sourcewell, including Member ID, Application Name, Address, Ambulance Type, order reception date, and an estimated delivery date. Upon the vehicle's delivery, AEV's financial team ensures the administration of the Sourcewell-associated fee for each order.
Leader: handles Sourcewell’s quarterly reporting for our dealer network. To benefit from this arrangement, customers should indicate their Sourcewell membership when engaging with our dealership. Within our ordering system, the designated option number verifies this membership. Consequently, Leader communicates essential details to Sourcewell, including Member ID, Application Name, Address, Ambulance Type, order reception date, and an estimated delivery date. Upon the vehicle's

		delivery, Leaders financial team ensures the administration of the Sourcewell-associated fee for each order. REV Remount Centers similarly handles all reporting to Sourcewell as the above brands. see attachment Table 10 New Order Sales Forms	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	REV Ambulance brands, encompassing a range of top-tier emergency vehicle offerings, are committed to delivering exceptional customer service. Our customer service program is meticulously designed to ensure rapid, effective, and personalized responses to all customer inquiries and issues. Here is a detailed overview of our customer service process and procedures: 1. Customer Contact and Inquiry Handling: Our customers can reach out to us through various channels, including phone, email, and our websites. We have a dedicated customer service team available during business hours, with an emergency line for after-hours queries related to vehicle operation or urgent issues. Our customer service representatives are thoroughly trained in product knowledge, problem-solving, and effective communication. 2. Response Time Commitments: We aim to respond to all customer inquiries within 1 hour after inquiry. For urgent issues, especially those impacting vehicle functionality or patient safety, we strive for immediate response and resolution. Our emergency lines are monitored 24/7, ensuring that critical issues are addressed promptly, regardless of the time of day. 3. Issue Resolution Process: Once an issue is reported, it is logged into our customer service system for tracking and resolution. Our team evaluates the issue and, if necessary, escalates it to our technical specialists or engineering team for further analysis. We keep the customer informed throughout the resolution process, providing regular updates on the status of their issue. 4. After-Sales Support and Follow-Up: Following the resolution of an issue, our team conducts a follow-up to ensure customer satisfaction and to gather feedback for continuous improvement. We offer comprehensive after-sales support, including maintenance tips, updates on new features or upgrades, and reminders for regular vehicle servicing. 5. Service Goals and Incentives: REV Ambulance brands set high internal benchmarks for customer service, regularly reviewing performance metrics such as response times, resolution rates, and customer satisfaction scores. Our service providers and team members are incentivized to meet and exceed these goals through recognition programs, performance bonuses, and ongoing training opportunities. We conduct periodic customer satisfaction surveys to gather feedback and identify areas for improvement, ensuring our service continually evolves to meet customer needs. Wheeled Coach For parts requests, the F-432 Warranty Claim Form is available on the Wheeled Coach website. Ensure it's completely filled and send it to REVorlandoservice@revgroup.com. Additionally, a 24/7 hotline is available 407-677-7777. For after-sales concerns, immediate responses are prioritized, aiming for contact within an hour of the initial query. Road Rescue For parts requests, use the F-432 Warranty Claim Form available on the Road Rescue website, fully filled out, and email to REVorlandoservice@revgroup.com. Additionally, a 24/7 hotline is available 407-677-7777. For after-sales concerns, immediate responses are prioritized, aiming for contact within an hour of the initial query. Horton: Dealerships manage customer service following specific protocols with Horton's guidance. Horton support operates from M-F, 7:30 AM-5:00 PM EST, with additional after-hours assistance if needed. A 24-hour helpline is active all year for parts, warranty, service, and technical help, serving all dealers and customers 800-282-5113 or info@hortonambulance.com . For after-sales concerns, immediate responses are prioritized, aiming for contact within an hour of the initial query. AEV: AEV boasts a comprehensive team supporting our vast dealer network, with representation in almost every US state. Only two states currently lack representation, which is covered by the factory representative and can be reached 800-374-9749 or by filling out and inquiry form online at www.AEV.com. For after-sales concerns, immediate responses are prioritized, aiming for contact within an hour of the initial query. Leader: Have questions about Leader's custom-built ambulances or services? Whether you have a general question, need technical advice on an existing vehicle, or want to learn more about having a custom vehicle designed, built and delivered, our experts are ready to answer your questions and can be reached by phone 626-575-0880 or email sales.support@leader-ambulance.com. For after-sales concerns, immediate responses are prioritized, aiming for contact within an hour of the initial query.	*

		REV Remount Centers: These can be through the respective brand's individual dealers servicing the area or directly by an online inquiry form found at www.revambulanceremountcenters.com In conclusion, our customer service program at REV Ambulance brands is built around prompt response, effective resolution, and ongoing customer engagement. We are committed to maintaining the highest standards of customer service to ensure that our clients have the support they need to carry out their critical lifesaving missions effectively and efficiently.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	At REV Ambulance Group, we are fully committed to providing our wide range of products and services to Sourcewell participating entities across the United States. Our capacity and readiness to meet the needs of these entities are deeply rooted in the strength and diversity of our brands – Wheeled Coach, Road Rescue, Horton, AEV, Leader and REV Remount Centers. REV Ambulance Group is fully committed to providing our products and services to Sourcewell participating entities across the United States. Our ability and willingness to meet the needs of these entities are rooted in our extensive infrastructure, broad product range, and customer-centric approach. Here's an overview of our capabilities in this area: 1. Extensive Product Range: REV Ambulance Group offers diverse ambulance models and related emergency vehicles to suit a wide range of needs and budgets. Our product line includes Type I, II, and III ambulances, critical care transport units, and specialty vehicles. We also offer REV Remount Center service to all our brands. We continuously innovate and upgrade our offerings to ensure that our vehicles meet the latest industry standards and customer expectations. 2. Nationwide Network: Our distribution and service network spans the entire United States, ensuring that Sourcewell members can access our products and services, regardless of location. We have strategically located dealerships and service centers to provide prompt sales support and maintenance services. 3. Customization and Flexibility: Understanding that each Sourcewell entity may have unique requirements, we offer high customization options for our vehicles. Our team works closely with clients to tailor vehicles to their specific needs. We are flexible in terms of order size, whether the requirement is for a single unit or a fleet. 4. Competitive Pricing and Sourcewell Contract Compliance: As a Sourcewell cooperative purchasing program participant, we adhere to the competitive pricing structure outlined in our contract. This ensures that Sourcewell members receive our best pricing. We are committed to full compliance with all Sourcewell contract terms and conditions, offering all members transparency and ease of procurement. 5. After-Sales Support: Beyond sales, we provide comprehensive after-sales support, including warranty service, parts supply, and vehicle maintenance. Our customer service team can readily assist with any inquiries or support needs. 6. Training and Education: We offer training sessions and educational materials to ensure clients are fully equipped to use and maintain their vehicles effectively. In conclusion, REV Ambulance Group is able and enthusiastic about serving Sourcewell participating entities across the United States. We aim to provide top-quality products and exceptional service to all our customers, ensuring their complete satisfaction and the optimal performance of their emergency response fleets. REV Ambulance Group, our ability and willingness to serve Sourcewell participating entities are unparalleled. Each of our brands is strategically positioned, both geographically and operationally, to meet these entities' diverse and evolving needs, ensuring they receive the highest quality products and services wherever they are in the United States.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	REV Ambulance Group is fully committed to providing our products and services to Sourcewell participating entities across Canada. Our ability and willingness to meet the needs of these entities are rooted in our extensive infrastructure, broad product range, and customer-centric approach. Here's an overview of our capabilities in this area: Wheeled Coach operates via a dealer network and stands out as a top-tier custom ambulance manufacturer. We are currently negotiating with a potential dealership in Canada to expand our reach. Meanwhile, direct sales remain an option for us. Road Rescue conducts its operations through a dealer network and is recognized for crafting premium custom ambulances. Specifically, we have an independent dealership representing us in Canada. At the moment, Horton is focusing on the U.S. market and will not be providing sales to Canada through this contract. AEV has not completed the necessary testing to supply units to the Canadian market yet. Leader has not completed the necessary testing to supply units to the Canadian market yet. REV Remount Centers can provide services in Canada through the Road Rescue independent dealer and Wheeled Coach direct sales.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Within the REV Ambulance Group, we have a diverse portfolio of brands, each with specific geographic service areas. For the proposed contract with Sourcewell, it's important to note the following distinctions regarding service coverage in the United States and Canada: United States Coverage: All of our brands, including Horton, AEV, Leader, Wheeled Coach, Road Rescue and REV Remount Centers, offer full service across the United States. There are no geographic areas within the U.S. that we will not be serving through the proposed contract. Our extensive network of independent dealers and service centers ensures comprehensive coverage and support throughout the country. Canada Coverage: In Canada, our service coverage is specific to certain brands. Wheeled Coach and Road Rescue are in Canada and fully equipped to serve Sourcewell participating entities within this region. These brands have either established dealer networks and service centers across various Canadian provinces or provide direct sales and service, ensuring they can effectively meet the needs of Canadian clients. However, our other brands, Horton, AEV, and Leader, currently do not have a sales or service presence in Canada. As such, they will not be serving Canadian areas through this proposed contract. This is due to a variety of factors, including market focus, regulatory compliance, and logistics. By maintaining this delineation in service areas, REV Ambulance Group ensures that each brand can focus on providing the highest quality of products and services within its designated regions. For Sourcewell participating entities, this means access to a tailored selection of ambulance brands that are best suited to their regional requirements and supported by a robust service network.

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	REV Ambulance Group brands are committed to providing comprehensive services to all participating entity sectors within the Sourcewell network through the proposed contract. Our goal is to serve government, education, and not-for-profit organizations to the best of our ability. We have structured our operations and contractual arrangements to ensure inclusivity and comprehensive service delivery. Here are specific details to address each sector: Government Sectors: We understand that government entities have unique needs and requirements. REV Ambulance Group has established the necessary infrastructure and resources to cater to government agencies at various levels, from local municipalities to federal organizations. We have no limitations in serving government sectors. Education Sectors: Educational institutions often require specialized solutions. REV Ambulance Group has tailored our offerings to meet the needs of schools, colleges, and universities. Our team is equipped to handle the demands of the education sector, including student transportation and medical services. Not-for-Profit Sectors: Not-for-profit organizations play a vital role in communities. We are fully committed to supporting the missions of not-for-profits by offering our services without any limitations. Our flexible contract terms and pricing structures are designed to accommodate the budgets and requirements of not-for-profit entities. To elaborate further: Regional Presence: REV Ambulance Group has a national presence, ensuring that we can serve participating entities across the United States. We do not have any regional limitations that would prevent us from serving any specific geographic area. Contractual Limitations: Our participation in other cooperative purchasing contracts will not hinder our ability to promote or fulfill the proposed contract with Sourcewell. We have carefully reviewed our existing agreements to ensure that they do not conflict or restrict our engagement with Sourcewell or any of its participating entity sectors. In conclusion, REV Ambulance Group is fully prepared to serve all participating entity sectors within the Sourcewell network through the proposed contract. We have taken steps to eliminate any potential limitations related to regional presence or contractual obligations, ensuring that we can provide comprehensive and inclusive services to government, education, and not-for-profit organizations. Our commitment is to meet the diverse needs of all Sourcewell members efficiently and effectively.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	REV Ambulance Group brands have no specific contract requirements or restrictions that apply uniquely to participating entities in Hawaii, Alaska, or US Territories. We are committed to providing our services and fulfilling our contracts consistently across all geographic regions within the United States, including these areas. Our approach is designed to ensure inclusivity and uniformity in service delivery. Here's a more detailed explanation: Hawaii and Alaska: While Hawaii and Alaska are geographically distant from the contiguous United States, REV Ambulance Group has the capacity and infrastructure to serve these states without any additional requirements or restrictions. Our contracts are structured to accommodate the needs of organizations in these regions just as effectively as those in the continental US. We understand the logistical challenges associated with servicing remote areas, and we have tailored our operations to address these challenges seamlessly. US Territories: Similarly, our commitment extends to US Territories, which may include places like Puerto Rico, Guam, the US Virgin Islands, and American Samoa. We do not impose any specific contract requirements or restrictions that would hinder our ability to serve participating entities in these territories. Our goal is to provide consistent and reliable ambulance services wherever our contracts extend. Our approach is based on ensuring equitable service access for all participating entities, regardless of their location within the United States or its territories. We prioritize flexibility and adaptability to meet the unique needs and circumstances of each region, and we do not differentiate contract terms or conditions based on geographic location. In summary, REV Ambulance Group does not define any specific contract requirements or restrictions that apply solely to participating entities in Hawaii, Alaska, or US Territories. Our commitment is to provide high-quality ambulance services uniformly and consistently throughout the United States and its territories, ensuring that all Sourcewell members receive the same level of service and support.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	REV Ambulance Group handles all marketing strategies for the brands and if selected, will promote the Sourcewell contract opportunity as a comprehensive, multifaceted, and designed to maximize awareness and engagement among our target audience. Led by REV Ambulance Group's Senior Director of Marketing, in collaboration with the Senior Director of Marketing and Communications for the REV Group, this strategy integrates various channels and tools to communicate the benefits of the Sourcewell contract effectively and the value of REV Ambulance Group brands. Additionally, REV Ambulance Group employs a renowned award-winning marketing organization to assist with marketing needs as they occur. Key Elements of Our Marketing Strategy: Digital Marketing Campaigns: We will leverage digital platforms, including social media, email newsletters, and online advertising, to reach a broad audience. These campaigns will highlight the advantages of the Sourcewell contract, emphasizing how it streamlines the procurement process for our customers. Content Marketing: Our strategy includes developing engaging content such as blog posts, case studies, and infographics. These materials will provide insights into the benefits of the Sourcewell contract and share success stories of how it has positively impacted customers. Targeted Outreach: We plan to directly reach potential and existing customers through personalized communication. This approach will involve informing them about the Sourcewell contract and how it can meet their specific needs. Public Relations Initiatives: In collaboration with the REV Group's marketing and communications team, we will release press statements and participate in industry events to publicize the award of the Sourcewell contract. Webinars and Online Demonstrations: To educate our audience about the contract and showcase our products, we will host webinars and online product demonstrations highlighting our ambulance models' specific benefits and features under the Sourcewell contract. Marketing Collateral: We will produce a range of marketing materials, including brochures, flyers, and product sheets, specifically focused on the Sourcewell contract offerings. These materials will be distributed through our dealer network and at industry events. In the document upload section, you will find representative samples of our marketing materials, which exemplify the approach and messaging we plan to employ. These samples include digital campaign visuals, content marketing examples, and a sample for our outreach communications. Press Releases and Media Engagement: Each brand will kickstart the campaign with an official press release announcing our collaboration with Sourcewell. These releases will be tailored to each brand's unique voice but will share a common theme of excitement and potential about this partnership. Brochures and Marketing Collateral: We will develop vibrant and informative brochures for each brand. These materials, available in both print and digital formats, will showcase the unique benefits of the Sourcewell contract in conjunction with the specific strengths of Wheeled Coach, Road Rescue Emergency Vehicles, Horton, Leader, AEV and the REV Remount Centers. These brochures will be distributed to our dealers and customers, ensuring widespread awareness. Dedicated Website Features: Each brand's website will feature a special section dedicated to our Sourcewell partnership. This section will include detailed information about the contract, adorned with the Sourcewell logo, and designed to inform and attract potential customers. Dealer Exhibitions and Industry Events: Across all brands, we will actively showcase our alliance with Sourcewell at various dealer exhibitions and industry conferences nationwide. This will involve booth designs that highlight our partnership and presentations or materials that explain the benefits of the Sourcewell contract. Social Media and Online Engagement: We will leverage popular social media channels, including Facebook, LinkedIn, YouTube, and Instagram, to announce and celebrate the partnership across all brands. This strategy will involve regular posts, updates, and interactive content that keeps our audience engaged and informed about the Sourcewell contract. Dealer Network Engagement: Through our extensive dealer network, we will disseminate	*

		contract-focused literature and provide training to ensure that dealers are well-equipped to promote the Sourcewell contract effectively. In conclusion, our marketing strategy is designed to be dynamic, engaging, and informative, ensuring that the value of the Sourcewell contract and the quality of REV Ambulance Group's offerings are effectively communicated to our target audience. At REV Ambulance Group, we are committed to a unified and cohesive marketing strategy across all our brands – Wheeled Coach, Road Rescue Emergency Vehicles, Horton, AEV, Leader and REV Remount Centers– to promote our partnership with Sourcewell. This strategy is designed to leverage the strengths of each brand while maintaining a consistent message about our collaboration with Sourcewell. See attachment Table 7 Marketing. Social Media. Communication Technology	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At REV Ambulance Group, our approach to marketing effectiveness seamlessly integrates the latest technology and digital data, including a robust presence on social media and strategic metadata utilization. Our brands – Wheeled Coach, Road Rescue, Horton, AEV, and Leader – each employ a distinct yet complementary strategy to enhance our digital presence and effectively engage with diverse audiences. Wheeled Coach: Utilizing platforms such as Facebook, Instagram, LinkedIn, and YouTube, Wheeled Coach dominates the digital space. Our content, crafted with top marketing experts, educates and enlightens our clientele and dealer networks about the latest in emergency medical services. Our influential role in critical EMS platforms demonstrates our leadership in the industry. Road Rescue: Road Rescue's extensive reach across Facebook, Instagram, X (Twitter), LinkedIn, and YouTube ensures our brand's core values and offerings are widely communicated. Collaborating with corporate marketing specialists, we constantly create innovative educational materials, keeping our audience updated with the forefront of EMS trends and developments. Horton: Horton's dynamic engagement across Facebook, LinkedIn, YouTube, and Instagram, along with our comprehensive website, creates a potent digital presence. This is amplified through a synergistic strategy with our dealership partners, extending our reach and ensuring our message is delivered nationwide. AEV: AEV's significant footprint in social media, particularly on Facebook and LinkedIn, is enhanced by collaborations with premier marketing experts. This enables us to continuously release pioneering content, positioning AEV as a leader in emergency medical services. Leader: Leader Ambulance complements this digital strategy by leveraging its unique brand positioning across various social media channels. Through targeted content and strategic partnerships, Leader Ambulance aims to educate and engage its audience, emphasizing its commitment to quality and innovation in the EMS sector. REV Remount Centers: complements this digital strategy by leveraging its unique brand positioning across various social media channels. Through targeted content and strategic partnerships, Leader Ambulance aims to educate and engage its audience, emphasizing its commitment to quality and innovation in the EMS sector. Each brand within the REV Ambulance Group utilizes social media analytics and metadata to refine our marketing strategies, ensuring that our content resonates with our intended audience. This data-driven approach enables us to tailor our messaging, keep abreast of emerging trends, and optimize our digital campaigns for the greatest impact. At REV Ambulance Group, our marketing strategy is seamlessly integrated with our individual dealer network, and we take pride in providing comprehensive marketing support to our dealers whenever needed. We believe in fostering strong partnerships to ensure our dealers' success in promoting our brands and serving their customers effectively. In conclusion, our sophisticated use of technology and digital data forms the backbone of our marketing strategy at REV Ambulance Group. By leveraging the distinct strengths of each brand and employing a unified, data-informed approach, we enhance our marketing effectiveness, reinforcing our position as leaders in the emergency medical services industry. See attachment Table 7 Marketing. Social Media. Communication Technology	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the perspectives presented REV Ambulance Groups brands, Wheeled Coach, Road Rescue, Horton, AEV, Leader, and the REV Remount Centers, it is evident that Sourcewell's role in promoting contracts arising from this RFP is primarily centered around ensuring vendor qualification and adherence to quality standards, as well as facilitating the alignment of member needs with the most suitable vendor. Sourcewell's role is perceived as impartial and focused on creating a level playing field for all vendors involved. In the context of REV Ambulance Group, we share the belief that Sourcewell's role should indeed be impartial and geared toward the following key responsibilities: Vendor Qualification: Sourcewell's foremost duty should be to thoroughly assess and validate each vendor's capabilities to fulfill the commitments made in response to the RFP. This includes ensuring that the goods or services offered meet the quality benchmarks stipulated in the RFP. Member Needs Alignment: Sourcewell's unique position as a cooperative purchasing organization allows it to understand the diverse needs of its members. Sourcewell should actively engage with its members to pinpoint their specific requirements and subsequently connect them with the most qualified vendor. This involves acting as a facilitator in the vendor-selection process. Impartiality: It is crucial for Sourcewell to maintain strict impartiality and avoid any favoritism towards any vendor, ensuring that all vendors have an equal opportunity to serve Sourcewell members. This ensures fair competition and helps in securing the best possible value for Sourcewell members. Promotion of Partnerships: On our part as REV Ambulance Group, we are committed to actively promoting our partnership with Sourcewell. This includes educating our sales teams about Sourcewell's processes and member needs, maintaining visibility at relevant trade shows and events, and emphasizing our collaboration with Sourcewell during customer interactions. Integration into Sales Process: To integrate a Sourcewell-awarded contract into our sales process, we would ensure that our sales teams are well-informed about the specifics of the contract, including pricing, terms, and any unique requirements. This information would be incorporated into our sales materials and presentations to Sourcewell members. We would also actively communicate the benefits of the Sourcewell contract to potential customers, highlighting the advantages of choosing our ambulance offerings through this cooperative purchasing mechanism. In summary, Sourcewell's role is seen as pivotal in vendor qualification, impartial facilitation of member needs alignment, and the promotion of fair competition among vendors. REV Ambulance Group is committed to leveraging this partnership to offer our services effectively to Sourcewell members, ensuring that they receive the highest quality and value in ambulance solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	REV Ambulance Group and its associated brands, including Wheeled Coach, Road Rescue, Horton, AEV, Leader, and REV Remount Centers prioritize a high degree of customization and personalization in their ambulance products and services. As a result, the nature of their offerings necessitates direct and personalized interactions between customers and their respective sales teams. This approach aligns with the unique requirements of each project, often involving collaboration with engineering and procurement teams. Due to the personalized and complex nature of these engagements, the products and services offered by REV Ambulance Group and its brands are not typically available through an e-procurement ordering process. In summary, REV Ambulance Group, Wheeled Coach, Road Rescue, Horton, AEV, Leader and REV Remount Centers emphasize the importance of tailored solutions, personalized interactions, and collaborative relationships with customers, which do not align with e-procurement methodologies commonly used for more standardized and off-the-shelf products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	REV Ambulance Group, home to renowned brands like Wheeled Coach, Road Rescue, Horton, AEV, Leader, and REV Remount Centers, is fully committed to delivering a comprehensive range of services to Sourcewell participating entities. This commitment extends beyond product offerings, encompassing essential training and support for customers and dealers alike. Our individual dealer network plays a pivotal role in ensuring that customers receive the necessary training and ongoing updates for their newly acquired products. Here's a detailed overview of our training programs: Wheeled Coach: Our dealerships offer in-use training for Sourcewell participants upon customer request. This training occurs at the dealership during the vehicle acceptance process. For those seeking specialized training, our dealerships can coordinate with Wheeled Coach to create a tailored training agenda. While this specialized training is provided at no additional charge to the dealership, customers are responsible for their employees' time and travel expenses. Road Rescue Emergency Vehicles: Similarly, our dealerships provide in-use training for Sourcewell customers during the vehicle reception process. Enhanced training sessions can be arranged by our dealerships in collaboration with Road Rescue Emergency Vehicles, tailored to the number of participants. There are no extra fees for this specialized training, but customers are accountable for their employees' time and travel costs. Horton: Horton offers a comprehensive training suite for Sourcewell entities, including training at the time of delivery and post-delivery if requested by vehicle operators. Advanced training modules covering electrical systems, programming, HVAC, and occupant restraint systems are also available. These training sessions can take place at our primary facility or at various dealer locations across the nation. Importantly, all these training initiatives are provided free of charge. AEV and Leader: Both AEV and Leader prioritize hands-on training and offer certification courses to both dealers and customers, ensuring optimal product utilization and maintenance. On-site training is a key component of these programs, equipping all users with the skills to proficiently operate and manage the vehicles. Additionally, road support is extended to our dealers throughout the United States, highlighting our commitment to continuous learning and operational efficiency. REV Remount Centers: Our REV Remount Centers provide comprehensive training for newly remounted ambulances through the appropriate individual dealer network, mirroring the training provided for newly constructed ambulances. In conclusion, REV Ambulance Group, in collaboration with its esteemed brands and the invaluable support of its individual dealer network, is dedicated to offering an extensive suite of training programs meticulously tailored to meet the unique needs of Sourcewell participating entities. These programs are designed to enhance knowledge about products, equipment, maintenance practices, and operator safety. Costs for training programs may vary based on program specifics and customization, and detailed pricing information can be obtained directly from REV Ambulance Group and its affiliated brands. We are unwavering in our commitment to ensuring the success and satisfaction of our valued customers and dealers.
41	Describe any technological advances that your proposed products or services offer.	REV Ambulance Group, along with its renowned brands such as Wheeled Coach, Road Rescue, Horton, AEV, and Leader, is at the forefront of providing cutting-edge technological advances in the field of ambulance manufacturing and services. These technological innovations are designed to enhance patient care, improve safety, and streamline operations for Sourcewell participating entities. Here are some of the key technological advances offered by REV Ambulance Group and its brands: Wheeled Coach: a) Our robust hard-wired printed circuit board electrical system epitomizes reliability and maintenance simplicity. An alternative offering is the Multi-plex electrical system by IDEX Corporation (known as Weldon). This system provides on-board diagnostics that streamline troubleshooting, drastically cutting down out-of-service periods. The Weldon V-Mux power distribution reduces wire splices by 75% and connections by 25%, bolstering system reliability and minimizing any potential downtime. This Peer-to-Peer System ensures each node maintains its configuration, incorporating load shedding and sequencing seamlessly. b) Our commitment to continuous product development grants our customers access to exclusive features unmatched by other manufacturers. c) Every Wheeled Coach product comes standard with Per4Max seat belts, integrating cutting-edge deceleration technology and the option for a RollTek Airbag System. d) Unique Trueform Wall Construction e) The AntiCor Protection System, our shield against corrosion f) Robust Safeguard Box Frame g) Cool Bar for optimized AC performance h) The resilient Toughcoat Paint Process i) Specialized Texas Edition Dual Evaporator System

k) Effortless On-Line REVO parts ordering system.
Road Rescue:
a) The Multi-plex electrical system, a collaboration with IDEX Corporation (Weldon), features onboard diagnostics that make troubleshooting and repairs efficient, thus curtailing downtime. The Weldon V-Mux power distribution diminishes wire splices by 75% and connections by 25%, ensuring unparalleled reliability. The integrated Peer-to-Peer System allows nodes to self-configure, facilitating load shedding and sequencing.
b) Our dedication to ongoing product innovation empowers customers with features and advantages other manufacturers cannot match.
c) Road Rescue standardizes the Per4Max seat belts across its range, offering avant-garde deceleration technology and the RollTek Airbag System.
d) The resilient MaxForce™ Mounting System
e) The state-of-the-art WhisperQuiet™ Insulation System
f) The sturdy CrewGuard™ Body
g) The Brilliance™ Advanced Vehicle Lighting system
h) The modern Amplitude™ Interior Design Package
i) The ComfortBright™ Dome Light for optimum illumination
j) The sleek HiddenHinges™ design
k) User-friendly On-Line REVO parts ordering.
Horton:
Horton vehicles are equipped with a default multiplexed electrical system. This bespoke system, tailored specifically for emergency medical vehicles, boasts touch-screen technology, point-to-point wiring, diagnostics, and field programmability. Since 2008, Horton has incorporated the standard HOPS (Horton's Occupant Protection System) in the patient compartment, encompassing roll-over airbags, retractable 4-pt harnesses, progressive resistance foam at impact areas, rounded corners, and the state-of-the-art MBrace.
Vanguard® Body Design: Horton's Vanguard® body design is a hallmark feature. It offers a spacious and ergonomic interior layout that maximizes patient care space, improves accessibility, and provides ample storage for medical equipment. The modular design also allows for flexibility in configuring the ambulance's interior to meet the specific needs of EMS providers.
Innovative HVAC Systems: Horton is known for its advanced HVAC (Heating, Ventilation, and Air Conditioning) systems. These systems ensure patient comfort by maintaining a controlled climate within the patient compartment, even in extreme weather conditions.
Quiet Interior: Horton ambulances are designed with a focus on minimizing noise pollution. This results in a quieter interior environment, which enhances communication among medical personnel and creates a more comfortable experience for patients.
AEV:
a) AEV offers the optional "LX1 & VX1" Multi-plex electrical system by IDEX Corporation. It facilitates on-board diagnostics, simplifying troubleshooting and repair processes, consequently minimizing service interruptions. The standard Solid State electrical system by AEV also includes on-board diagnostics.
b) All AEV products come standard with the Per4Max seat belts, featuring the latest in deceleration technology and an optional RollTek Airbag System.
c) Innovative Infinity EdgeTM Body Panels
d) Smart ActionTM Door Mechanics for smooth operations
e) Tru-PrecisionTM Door Gaskets ensuring a perfect seal
f) The permanent, clear labeling of Perma-LabelsTM Outlet Covers.

Leader:
Our versatile range of Type 1, Type 2 and Type 3 ambulances can be adapted for a variety of requirements, including BLS, ALS and CCT services. We also engineer custom EMS vehicles to your specific needs while meeting current local, state and federal standards. Fully EV Electrical Vehicle options are offered. Leader is one of the very few manufactures of Ambulances to build on Electric chassis. We also incorporate use of Per4Max seat belt system, dual A/C systems, O2 bottle loader system and an unparalleled paint process and application, along with many other customized features in our units upon discussion with final customer

Leader is the Leader in the building of Electric Ambulances, we have already built and supplied a number of e-Ambulances that are on the road today. We are looked to within the REV Group as the primary manufacturer and engineer of these green vehicles. Leader adheres to and maintains production practices under strict environmental standards of the State of California.
Each vehicle we make starts with a 3D CAD drawing customized to your specific needs. Every step of production is then carefully scheduled to ensure your vehicle is ready by the promised date.
Components are cut to exacting tolerances using our industrial CNC high-speed router and our edge banding machine provides a long-lasting, highly durable finished edge.
At Leader we are constantly looking for new technologies to enhance the quality and durability of the product, like 3D printing, vacuum forming, decal and laser cutting.
Then the assembly process begins. We build our own wire harnesses to ensure an electrical system you can rely on, and even mix our own paint to avoid waste and make sure we match your colors perfectly.
Everything comes together in our state-of-the-art final assembly plant. We provide our personnel with only the best equipment and use lean manufacturing techniques to provide

		you with the best possible value REV Remount Centers: When a REV Ambulance Group brand ambulance undergoes a remounting process, it is executed with an unwavering commitment to the same rigorous standards and advanced manufacturing techniques that were employed during its original construction by the respective brand. Our dedication to excellence ensures that each remounted ambulance maintains the integrity, quality, and safety synonymous with our brand, providing our customers with a renewed and reliable vehicle that upholds the highest industry standards	
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At REV Ambulance Group, we are unwaveringly dedicated to crafting superior products that champion a sustainable future for our planet. Our business ethos is firmly anchored in core tenets: Leadership, Inclusivity, Transparency, Integrity, Stewardship, and the relentless pursuit of Continuous Improvement. Every day, we live and breathe these commitments by: • Vigorously minimizing pollution • Prudently conserving resources and energy • Aggressively reducing consumption and waste These cardinal principles are not just strategies, but they are essential blueprints that underpin our vision for a sustainable and eco-friendly Earth. We recognize that manifesting this vision demands concerted efforts. As such, we pledge to diminish our pollution footprint and minimize the release of toxins into our environment. Being a Lean Six Sigma manufacturing facility, cutting waste is at the heart of all we do and how we operate our locations. As part of the esteemed REV Group family, all REV Ambulance Group manufacturing facilities wholeheartedly embrace a deep-rooted philosophy of environmental stewardship. This translates into fostering trust amongst our customers—trust in our brands, trust in the integrity of our products, and a fulfillment of our employees' expectations regarding our environmental ethos and practices. To this end, REV Ambulance Group is firmly committed to: • Empowering our employees through rigorous environmental awareness training, ensuring transparent communication at all levels; • Engaging in proactive, long-term partnerships with a wide array of stakeholders, encompassing regulators, customers, business associates, and the community at large, in our quest to address and surmount environmental challenges. Our leadership is unwavering in its commitment and will spare no resource in embedding this vision into every facet of our organization. Furthermore, every REV Ambulance Group member has proactively invested in initiatives that slash plant emissions and boost operational efficiency. This dual-focused strategy enables us to drive down costs while making impactful environmental conservation strides. AEV takes pride in being the only TRA-certified green ambulance manufacturer in the industry. Leader is a producer of an all-electric vehicle for ambulance services. Leader is one of the very few manufacturers of Ambulances to build on Electric chassis. We also incorporate the use of a Per4Max seat belt system, dual A/C systems, an O2 bottle loader system, and an unparalleled paint process and application, along with many other customized features in our units upon discussion with the final customer Leader is the Leader in the building of Electric Ambulances, we have already built and supplied several e-Ambulances that are on the road today. We are looked to within the REV Group as the primary manufacturer and engineer of these green vehicles. Leader adheres to and maintains production practices under strict environmental standards of the State of California. We are fully committed to promoting environmental sustainability and reducing our carbon footprint at REV Ambulance Group. As part of our green initiative, we actively seek to collaborate with vendors at the forefront of addressing environmental needs. This includes exploring innovative solutions like idle mitigation systems, electric vehicle options, and other emission-reduction technologies for our vehicles. By working hand in hand with these environmentally conscious partners, we aim to contribute to a cleaner and more sustainable future while providing our customers with advanced, eco-friendly ambulance solutions. See Attached Table 8 EHS Sutainability. Awards. Reports	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	REV Group has forged a dynamic collaboration with several Idle Mitigation Systems, delivering cutting-edge solutions tailored to our customer's unique requirements. Our initiative aims to decrease vehicle idle times substantially. Furthermore, we are pioneering advancements in electrical transit and are in the advanced stages of R&D for Type 1 and 3 innovations. Additionally, we install solar panels on numerous agency vehicles at the customer's request. The nation's medical transportation leader recently made a strong statement about environmental stewardship in its industry. American Medical Response (AMR), with coast-to-coast operations, more than 26,000 employees, including teams in Santa Barbara County, recently added five electric ambulances to its California fleet. The purchase of the REV Ambulance Group vehicles also comes with the option to add 25 more. The move is part of a long-standing corporate commitment to environmental leadership, the company says, while emphasizing it's just one of many efforts it undertakes in the communities it serves. AMR Santa Barbara County is slated to receive one of the electric ambulances in June once production on the vehicles is completed. "The purchase of these electric vehicle ambulances is an important step in the transition from dependence on non-renewable resources to implementation of clean, sustainable energy sources to help our communities breathe a little easier," said Dave Schierman, director of operations for AMR Santa Barbara. https://www.vcstar.com/story/sponsor-story/american-medical-response/2022/04/11/electric-ambulances-now-part-amrs-california-fleets-more-coming/9495190002/ See attached Table 3 document for additional sustainability information.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	REV Group Inc., as a publicly traded entity, adheres to rigorous standards and guidelines to ensure fairness and equity in all our business dealings. This commitment to integrity and transparency is foundational to our operations and corporate ethos. While REV Group does not directly hold certain certifications, we take pride in our diverse network of suppliers and dealers, many of whom are recognized under various categories such as minority-owned, women-owned, and veteran-owned businesses, among others. We value the diversity and inclusivity this network brings to our operations. Detailed information about the certification status of our suppliers and dealers is readily available to members upon request, demonstrating our commitment to transparency and support for diverse business communities. In alignment with our General Services Administration (GSA) contracts, REV Group has implemented robust Subcontracting Plans (Sub K plans). These plans delineate our strategy for subcontracting to a wide array of Small Business concerns, including but not limited to Alaska Native Corporations (ANCs), Indian tribes, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone-certified businesses, Small Disadvantaged Businesses (SDBs), and Women-Owned Small Businesses (WOSBs). Our Sub K plans are designed to ensure meaningful participation of these businesses in our contracts, reinforcing our commitment to fostering a diverse and inclusive supply chain. For a detailed insight into our subcontracting initiatives, please refer to the attached Sub K plan specific to REV Ambulance Group. See attached Table 8 Sub K plan	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The REV Ambulance Group brands stands as an industry titan, commanding a dominant presence and holding significant market share, a testament to our exceptional uniqueness and unwavering commitment to excellence. As an integral member of the REV Group, we transcend the mere manufacturing of ambulances, shaping vehicular masterpieces that define unparalleled reliability and enduring performance. Our distinction goes beyond superior product quality; it encompasses a realm of exceptional value-added services, setting us apart as the undeniable choice for Sourcewell participating entities. At the heart of our distinctiveness lies REV Finance, a hallmark of our innovative approach. Unlike mainstream financial institutions that offer generic, one-size-fits-all solutions, REV Finance specializes in crafting bespoke funding and equipment financing strategies meticulously tailored to the precise needs of Sourcewell members. Drawing from our profound understanding of the emergency medical services sector, we possess invaluable insights into the often unpredictable financial landscape. We are resolutely committed to our clients' success, shaping finance structures that empower Sourcewell members to acquire essential equipment without shouldering undue financial burdens. However, our offerings extend beyond financing; REV Finance boasts a comprehensive suite of services, encompassing vehicle leasing, comprehensive insurance packages, and a profound expertise in managing used equipment sales. Our unyielding dedication to equipment performance is reflected in our extensive network of dealers and strategically positioned regional technical centers (RTC spanning the United States and Canada. These RTCs serve as epicenters of unparalleled expertise, delivering immaculate service and maintenance to ensure that vehicles under our care remain in a state of perpetual readiness. For those Sourcewell members who may find themselves geographically distant from our RTCs, we've bridged the gap with a meticulously curated online aftermarket parts catalog. Supported by a state-of-the-art parts warehouse and an elite team of dedicated professionals, this catalog guarantees seamless access to every essential component, fortifying the operational excellence of your fleet. In summary, the REV Ambulance Group not only elevates industry standards but also commands a commanding market presence. We deliver exceptional products and services meticulously designed to cater exclusively to the unique needs of Sourcewell participating entities. Our unswerving commitment to excellence, innovative financing solutions, and the vast support network of dealers and RTCs position us as the quintessential partner for those in pursuit of top-tier solutions in the realm of emergency medical services.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Please find attached the comprehensive warranty registration details encompassing all facets of our warranty provisions and claims procedures for each distinguished brand within our portfolio. These warranties are a testament to our unwavering commitment to quality and serve as an iron-clad assurance against any defects in material and craftsmanship that can be attributed to the esteemed REV Ambulance Group brands arising during standard use and service. It's worth noting that components outside our direct purview come fortified with the manufacturer's robust warranty guarantees. Trust in our brand is not just about our superior products but also about our enduring promise of their longevity and performance. See attachment Table 9 Warranties	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties, tailored specifically for the esteemed REV Ambulance Group brands, are designed for typical scenarios and the intensive usage that emergency services can often demand. Recognizing the rigorous conditions under which our products operate, we've meticulously crafted our warranties to stand resilient even in high-stress environments, ensuring that our commitment to you extends far beyond mere 'normal' use and service. For a comprehensive understanding and in-depth details on the scope and provisions of our warranties, we urge you to refer to the attached warranty documents for each brand under the REV Ambulance Group umbrella. Your trust in our products is paralleled by our assurance of their durability and performance, even in the most demanding situations.	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Outlined in our dealer and distributor agreements, as well as our warranties, is the specification that travel time and mileage are typically not covered. However, as a manufacturer deeply committed to ethical practices and customer satisfaction, we evaluate every reimbursement request on its individual merits. Each case is assessed thoroughly to determine the most appropriate course of action, ensuring fairness and due diligence. While mileage isn't conventionally a covered item, some of our dedicated dealers may choose to accommodate this cost at their discretion.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Horton, AEV, and Leader are based solely in the US and have not expanded to Canada. In areas without an official dealer, we're committed to ensuring smooth warranty processes by allowing customers to select their preferred service center for approvals.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	REV Ambulance Group and its esteemed brands, including Wheeled Coach and Road Rescue, are unwavering in their commitment to ensuring our customers' peace of mind throughout their ownership journey. In the event of a third-party component failure within our conversion warranty timeframe, you can trust us to handle the warranty service seamlessly. However, once the conversion warranty period concludes, the responsibility for warranty service transitions to the original equipment manufacturer (OEM). Horton, another trusted brand within the REV Ambulance Group, takes customer satisfaction to heart. Our foundational 2-year/24,000-mile conversion warranty goes above and beyond by covering components, even when the original manufacturer may not. We go the extra mile by actively assisting our clients in obtaining warranties and part replacements from our vendors. We take pride in offering an integrated 'one-stop-shop' warranty solution, setting us distinctly apart from many of our competitors. At AEV, our commitment is to bridge the gap for our clients. While we do align with the original equipment manufacturer's warranty terms, we also serve as active intermediaries with several vendors. This means we can readily supply new parts and coordinate directly with the vendor, streamlining the process for our esteemed customers. Similarly, Leader and REV Remount Centers share this commitment to bridging the gap for our clients. Just like AEV, we align with the original equipment manufacturer's warranty terms but also play an active intermediary role with multiple vendors. This enables us to promptly supply new parts and efficiently coordinate with vendors, simplifying the warranty process for our valued customers. At REV Ambulance Group and its brands, we are dedicated to ensuring that our customers experience seamless and hassle-free warranty service, whether during the conversion warranty period or beyond. Our commitment to customer satisfaction extends to every facet of our service, making us your trusted partner in the world of emergency vehicles and ambulance solutions. Specific warranty information can be located on the individual attached warranty documents. See attachment Table 9 Warranties	*
51	What are your proposed exchange and return programs and policies?	Given the myriad of factors involved, decisions will be made on an individual case basis, ensuring the most appropriate action is taken and seen through to completion. Generally, REV Ambulance Group does not facilitate exchanges or returns on entire vehicles except under specific trade-in conditions at the customer's request.	*
52	Describe any service contract options for the items included in your proposal.	REV Ambulance Group is proud to offer a comprehensive approach to meeting customers' unique service needs. Our dealer distributors, equipped with extensive expertise and a dedication to customer satisfaction, are poised to go the extra mile in customizing service contracts that align perfectly with customers' distinct requirements. In addition to tailored service contracts, our dealer distributors are empowered to present extended service contracts, providing an additional layer of assurance and peace of mind for our valued customers. Your satisfaction and confidence in our products and services are paramount to us. Our extended factory warranties are readily available upon request for those seeking extended protection. This underscores our unwavering commitment to ensuring that customers have the highest level of support and assurance when it comes to their REV Ambulance Group vehicles. Your trust in us drives our commitment to delivering excellence in every aspect of our service.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

53	Describe your payment terms and accepted payment methods.	REV Ambulance Group, home to renowned brands, ensures a smooth and efficient transaction process for our valued customers. When it comes to payment, we have established clear guidelines to facilitate a seamless experience, whether you're acquiring an ambulance from one of our brands or engaging in a direct factory sale. Upon delivery to the designated brand, immediate payment is requisite. This commitment to prompt payment reflects our dedication to a hassle-free transaction process. We offer the convenience and security of payment options, typically through check or direct wire transfers. Our dealer distributors play a pivotal role in ensuring a tailored approach to payment terms, aligning them with the specific needs of our clients. We understand that flexibility is key, and our dealers are here to work with the customer to create terms that suit their requirements. We anticipate payment upon delivery for direct factory sales unless prior bespoke arrangements have been established. These arrangements are designed to enhance your buying experience, further demonstrating our commitment to providing you with the utmost convenience and satisfaction in your interactions with REV Ambulance Group. The customer's trust in us drives our dedication to excellence in every aspect of our service	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	As a distinguished REV Group subsidiary, the REV Ambulance Group is uniquely positioned to present our clients with specialized Municipal Ambulance Financing solutions. Through REV Financial Services, we guarantee a swift response, unparalleled service, and adaptability in our financial products, all tailored to align seamlessly with our customer's fiscal aspirations. It's noteworthy that an overwhelming majority, 8 out of 10 organizations, choose financing as their pathway to secure new equipment. Our Municipal Financing offerings include: a) Extended Terms: Benefit from terms extending up to 7 years. Lock in fixed payments today, ensuring immunity from potential future inflation. b) Flexible Payment Schedules: Choose from annual, quarterly, or monthly payments, which effectively safeguard credit lines, ensuring you have ample credit when difficulties arise. c) Customized Financing Options: We prioritize capital conservation, whether lease purchasing or short-term financing spanning 1-12 months. With 100% equipment financing and more, funds can be redirected to other pivotal investments such as hiring, procuring materials, and amplifying business growth. d) Comprehensive Equipment Financing: Alongside the ambulance, we also cater to financing auxiliary equipment – from advanced electronics to state-of-the-art cots. Our adaptive payment structures can be meticulously molded to resonate with each client's financial landscape. Additionally, we suggest the customer check with any Sourcewell-awarded vendor to NCL to ensure they know their options and the full advantages of all available resources. Our dealers can also direct the customer to any local financial offices to investigate options. See attached financial brochures Table 10 Financial Brochures	*

55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	At REV Ambulance Group and across our esteemed brands, we adhere to established protocols and procedures for awarded contracts. We employ standard transaction documents that are in line with industry best practices. These documents encompass various forms, such as order forms, terms and conditions, service level agreements, and more, all of which are essential for ensuring a seamless and transparent contractual process. For your convenience, we have attached relevant samples of these documents in the document upload section of our submission. These samples serve as valuable references and resources to help you navigate the contractual aspects of your engagement with REV Ambulance Group and our brands. Much of our quoting is web-based and order placement not only expedites the entire process but also allows for greater transparency and communication between REV Ambulance Group, our dealers, and our customers. It exemplifies our commitment to leveraging technology to enhance customer experience and operational efficiency We are committed to providing clarity and transparency in all our interactions and transactions; these documents are a testament to that commitment. See attachment Table 10 New order sales forms	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Regarding part orders placed directly with our dealers for parts purchases, some of our dealer distributors may accept P-cards (Purchase Cards) as a payment method. However, it's important to note that accepting P-cards may vary among individual dealers within the REV Ambulance Group network. We recommend that members who are interested in using P-cards for their parts purchases directly confirm this payment option with the specific dealer they are working with. Each dealer may have its own policies and procedures regarding payment methods, including whether or not P-cards are accepted. It's also worth mentioning that, as a general policy, REV Ambulance Group itself does not accept P-cards as a payment method. Therefore, any inquiries or arrangements related to P-card usage should be directed to the respective dealer with whom the member is conducting their parts purchase transactions. We are committed to facilitating a smooth and convenient purchasing experience for our customers, and our dealers are here to assist with any specific payment inquiries or preferences.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	REV Ambulance Group, encompassing our esteemed brands Horton, AEV, Wheeled Coach, Road Rescue, Leader, and REV Remounts employs a transparent and competitive pricing model designed to offer value and flexibility to Sourcewell members. Our pricing structure includes both line-item discounts and product-category discounts across our diverse range of products. Pricing Model: Line-Item Discounts: We provide specific discounts on individual items, ensuring Sourcewell members receive competitive pricing on each product they select. Product-Category Discounts: Discounts are also applied at the category level, which includes ambulance types, medical equipment, and customization options, among others. Detailed Pricing Data: Standard/List Pricing: Our proposal includes a comprehensive list of standard pricing for our entire product range. This encompasses various ambulance models, medical equipment, and accessories. Sourcewell Discounted Price: Exclusive discounts for Sourcewell members are provided, showing the difference between standard pricing and the special pricing available through this contract. Breath of Offering: Ambulance Models: Including Type I, II, and III ambulances, with various chassis options available from each brand. Pricing Materials: Comprehensive Pricing Document: A detailed document outlining the pricing for each product and service is uploaded in the document upload section of our RFP response. REV Ambulance Group ensures that Sourcewell members can benefit from a pricing structure that is both economical and tailored to their specific needs. Our aim is to make high-quality emergency vehicles and equipment accessible and affordable to all members, ensuring they have the tools they need to provide effective emergency services.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	In light of our commitment to unparalleled value, all REV Ambulance brands consistently provide esteemed Sourcewell members with an exclusive offering. Whether it's Wheeled Coach's dedication to excellence, Road Rescue Emergency Vehicles' promise of top-tier service, Horton's unwavering prioritization of member needs, or AEV's, Leader and REV Remount Centers are dedication to presenting the best deals, all brands resonate with the same robust discount structure. Each offers an exclusive 3% discount on all premium base model chassis and conversion models. In addition, we collectively extend a generous 10% discount on our diverse and comprehensive options lists. To gain a deeper understanding of this commitment, accompanying documents showcase the list prices juxtaposed with the member-exclusive discount rates, emphasizing our most competitive price offerings. In conclusion, every brand under the REV Ambulance umbrella steadfastly upholds the same promise of exceptional value and exclusive discounts for our Sourcewell members. Wheeled Coach is proud to extend an exclusive 3% discount on all our premium base model chassis and conversion models exclusively for Sourcewell members. Moreover, we're pleased to offer an unparalleled 10% discount on our diverse options list. Enclosed, you will find a comprehensive breakdown showcasing the list price juxtaposed with the Sourcewell member-exclusive discount rate and our most competitive price offering. Road Rescue Emergency Vehicles is committed to delivering value to Sourcewell members. As such, we are granting a 3% off our list price on our elite base model chassis and conversion models. Further sweetening the deal, we're providing a generous 10% discount on our options list. A detailed price chart accompanying this showcases the advantageous pricing structure for our esteemed Sourcewell members. Horton prioritizes the needs of our Sourcewell members by offering a standout 3% discount on all base models. Beyond this, members can capitalize on a 10% price reduction on our vast range of published options. For a granular pricing perspective, please refer to the attached documents. AEV is thrilled to present a special 3% discount on all base models exclusively for Sourcewell members. In addition to this, we're offering a substantial 10% discount on our comprehensive range of published options. The attached document provides a detailed insight into our competitive pricing structure tailored for our valued Sourcewell members. Leader is additionally thrilled to present a special 3% discount on all base models exclusively for Sourcewell members. In addition to this, we're offering a substantial 10% discount on our comprehensive range of published options. The attached document provides a detailed insight into our competitive pricing structure tailored for our valued Sourcewell members. REV Remount Centers will to present a special 3% discount on all base models exclusively for Sourcewell members. In addition to this, we're offering a substantial 10% discount on our comprehensive range of published options. The attached document provides a detailed insight into our competitive pricing structure tailored for our valued Sourcewell members.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We actively provide chassis rebates, leveraging the benefits available from chassis OEMs. At this time, we have chosen not to offer volume discounts, as our thorough analysis indicates that the operational savings for our clients would be minimal. Our focus remains on delivering substantial value through other means and avenues.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Every brand within the REV Ambulance Group is committed to offering detailed quotations tailored to the specific items required by our clients. Our quotations meticulously factor in the associated costs, anticipated labor, and a strategic margin to ensure sustained profitability. This margin is fine-tuned based on critical variables such as product availability, intricacy, and operational implications. For specialized requirements, we have a process where a written request is sent to the designated teams of the respective brands for thorough review and expedited approval.	*

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices outlined in this RFP are exclusively F.O.B. and do not encompass any expenses related to inspection trips, training, or transportation. It's imperative to note that neither the REV Ambulance Group brands nor its affiliated dealer network levy any of the aforementioned additional costs.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For Wheeled Coach and Road Rescue, distributors can submit a written request for shipping. Upon review, a quotation will be furnished. Should any transportation-related issues arise with the vehicle, our distributors are to liaise directly with our delivery manager for claims processing. Regarding Horton, AEV, Leader and the REV Remount Centers freight or shipping is initiated upon customer request and is priced based on the quotes procured from transport companies. It's essential to understand that this is a pass-through expense; we bill the customer precisely what the shipping company charges us. Typically, shipping logistics are overseen by the dealer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For all REV Ambulance Group brands, shipping arrangements are typically managed by our dealer distributor. Vehicles can be transported via flatbed or driven directly by the distributor. Often, dealers or customers choose to drive the vehicle on their own, bearing the associated costs. When flatbed transport is essential, we collaborate with a network of trucking companies to secure the most favorable rates and timely availability for our clients. On the rarest of occasions, for international destinations, we've facilitated air shipments of completed vehicles, should a customer prefer that approach.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For all REV Ambulance Group brands, shipping arrangements are jointly managed by our dealer distributors and our factories. Vehicles can either be transported via flatbed or driven directly by the distributor. For offshore destinations, we can make the necessary arrangements as required.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NA

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	REV Ambulance Group has a robust system in place to ensure compliance with our proposed Contract with Sourcewell. Our process begins at the customer's point of contact with their local REV Ambulance brand dealer, identified through the brand dealer locator on our website. Upon notifying the dealership of their Sourcewell membership, an option in our order entry system is selected to confirm this membership. Following this, we notify Sourcewell with key details such as the customer's Member ID, Application Name, Address, Ambulance Type, order receipt date, and estimated completion date. Once the vehicle is delivered, our accounting department processes the necessary administrative fee for the order. This systematic approach ensures accurate pricing for Sourcewell members and proper fee remittance. Furthermore, we prioritize education and communication, informing both dealers and customers about our partnership with Sourcewell. For non-member customers, we promote the benefits of Sourcewell membership, which streamlines their purchasing process and secures optimal pricing. To facilitate easy tracking and reporting, we've instituted an option code specifically for Sourcewell-associated orders. This enables seamless communication with Sourcewell, efficient report generation, and precise administrative fee calculation. Our brands come equipped with a full accounting staff and have established protocols and policies to meticulously capture all sales. Furthermore, we have mechanisms in place to conduct any necessary audits, ensuring that all transactions remain transparent and compliant.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Within the REV Ambulance Group, our approach to order processing is meticulously systematic. As we handle each order, we specifically segregate and monitor Sourcewell orders using a specialized accounting spreadsheet. This process is further bolstered by the use of corporate-wide tools such as SAP and Salesforce. Our precise tracking methods not only guarantee the accuracy and efficiency of our order processing but also enable us to identify new customer acquisitions and analyze any increases in sales volume by state. To ensure a comprehensive overview of our sales performance, we maintain a dedicated team of accounting professionals at each brand, including experienced controllers. This team plays a crucial role in managing and reviewing all financial aspects of our operations. They are instrumental in tracking inbound orders monthly, providing an additional layer of scrutiny and ensuring utmost financial accuracy. Every quarter, our robust accounting infrastructure facilitates the generation of an extensive report detailing our total sales under the Sourcewell contract. This report, meticulously compiled and submitted to the Sourcewell Contract Administrator, includes essential information such as the customer's name, full physical and mailing addresses, contact details, Sourcewell's assigned entity/participation number, detailed descriptions of purchased items, purchase prices, and dates of invoicing and revenue recognition. Our commitment to transparency and integrity in our business practices is unwavering. We consistently strive to uphold the highest standards in all our transactions. As part of this commitment, we pledge full cooperation with Sourcewell in auditing all transactions under the contract. This ensures that the administrative fee is accurately calculated and remitted for every purchase made under the contract's scope, reflecting our dedication to maintaining trust and reliability in our partnership with Sourcewell. See attachment Table 13 Sales Report Line 67	*

68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Every brand under the umbrella of the REV Ambulance Group firmly commits to forwarding an administrative fee of $800.00 to Sourcewell for each vehicle order. This obligation will be unequivocally borne by the individual brand involved.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	REV Ambulance Group is pleased to offer our comprehensive range of ambulance models under the brands of Horton, AEV, Wheeled Coach, Road Rescue, Leader and REV Remounts for the Sourcewell contract. Our proposal encompasses a wide spectrum of equipment, products, and services, ensuring that we cater to the diverse needs of emergency medical services across the country. 1. Ambulance Models: Horton: Renowned for its robust and durable construction, Horton ambulances are designed for reliability and longevity. Models include Type I, Type II, and Type III ambulances, each equipped with state-of-the-art safety features and advanced life support capabilities. AEV: AEV ambulances are known for their innovative design and technological integration. Our offerings include a range of models from compact Type II vans to spacious and versatile Type I and Type III configurations. Wheeled Coach: As a leader in customization, Wheeled Coach provides ambulances that are adaptable to various operational requirements. Our lineup includes all ambulance types, each customizable to specific department needs. Our offerings include a range of models from compact Type II vans to spacious and versatile Type I and Type III configurations. Road Rescue: Specializing in custom-built solutions, Road Rescue ambulances are tailored to match exact specifications for performance, comfort, and efficiency in emergency situations. Our offerings include a range of models from spacious and versatile Type I and Type III configurations. Leader: Focused on quality and craftsmanship, Leader ambulances offer a blend of advanced technology and user-centered design, ensuring comfort and efficiency for both patients and EMS professionals. Our offerings include a range of models from compact Type II vans to spacious and versatile Type I and Type III configurations. REV Remount: Are focused on remounting all the REV Ambulance brand models. 2. Equipment and Features: Our ambulances come equipped with the latest in emergency medical equipment, including advanced life support systems, integrated communication systems, and innovative safety features like rollover protection and advanced restraint systems. Each brand offers unique features such as Horton's HOPS system, AEV's TraumaHawk system, Wheeled Coach's Cool Bar HVAC system, Road Rescue's Ultramedic configurations, and Leader's ergonomic designs. 3. Services: Comprehensive After-Sales Support: Including maintenance, repairs, and parts replacement through our network of service centers and remount facilities. Customization and Consultation: Tailored solutions to meet specific operational needs, including custom cabinetry, electrical systems, and exterior graphics. Training and Education: Offering comprehensive training programs on the operation and maintenance of our ambulances to ensure optimal performance and longevity. In summary, our proposal includes a complete suite of ambulances from our diverse brands, each known for their quality, innovation, and reliability. Alongside our top-of-the-line vehicles, we provide an array of services designed to ensure the satisfaction and success of Sourcewell participating entities. We are committed to delivering excellence in emergency medical transportation and support.	*

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	REV Ambulance Group's diverse range of products and services can be categorized into the following subcategories: Custom Ambulance Manufacturing: Type I Ambulances: Built on a truck chassis with a modular ambulance box. Type II Ambulances: Based on a van chassis, ideal for urban and community-based services. Type III Ambulances: Featuring a cutaway van chassis with a modular ambulance box. Specialty Ambulances and Vehicles: Critical Care Transport (CCT) Units: Specifically designed for critical care patient transport. Bariatric Ambulances: Equipped to handle larger patients comfortably and safely. All-Terrain and 4x4 Ambulances: For rugged terrains and challenging emergency situations. Safety and Technology Integration: Rollover Protection Systems: Enhancing vehicle safety in adverse conditions. Advanced Restraint Systems: Ensuring patient and crew safety during transport. Integrated Communication Systems: Facilitating seamless communication with hospitals and emergency services. After-Sales Support and Services: Maintenance and Repairs: Regular servicing, repairs, and part replacements. Remount Services: Refurbishing and updating older ambulance models for extended service life. Training and Education Programs: For operational efficiency and optimal use of ambulances. Innovative Solutions and Technologies: Telematics and Fleet Management Systems: For real-time tracking and management of ambulance fleets. AI-Driven Diagnostic Tools: Enhancing on-scene patient care and diagnostics. These subcategories comprehensively encapsulate the range of products and services offered by REV Ambulance Group, ensuring a holistic solution for emergency medical and ambulance requirements. Each subcategory is designed to meet the specific needs of emergency medical services, providing state-of-the-art vehicles, equipment, and support services. Each of the brands has processes in place to support these special request requirements as needed through utilizing the expertise knowledge and leverage of our dealer network partners.
71	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	Customization and Upfitting Services can include but are not limited to: Interior Customization: Tailored cabinetry, seating configurations, and medical equipment installations. Exterior Customization: Lighting, cabinetry, and medical equipment installations. Exterior Graphics and Branding: Custom paint jobs and graphics to reflect agency branding. Electrical System Customizations: Upgrades for lighting, power management, and auxiliary systems. SR Special Requests are captured through the dealer network when working with the customer. Depending on the specific request, the order is processed by each brand's sales assistant and integrated into the work order. See attached Table 14A Special Request.

72	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	REV Ambulance Group is committed to extending the lifecycle of emergency vehicles through our specialized Remount Centers. Our proposal includes comprehensive remount and refurbishing services, designed to modernize, upgrade, and extend the service life of ambulances. Remount and Refurbishing Services: Scope of Services: Complete Vehicle Evaluation: Detailed assessment of the ambulance to identify areas for remounting or refurbishment. Customization Options: Offering a range of upgrades including cabinetry, lighting, electrical systems, and exterior graphics. Safety and Technology Upgrades: Enhancements such as improved restraint systems, rollover protection, and advanced communication tools. Pricing Method: Transparent Quoting Process: Our Remount Centers provide detailed quotes based on the specific needs and requests of each vehicle. Pricing is determined by the extent of the remount or refurbishing work required, with options for various budgets. Attachment of Pricing Examples: Enclosed in our proposal are examples of quote documents that illustrate the pricing structure for different levels of remount and refurbishment services. Order Processes: Quote Request: Interested Sourcewell participating entities can request a quote through our Remount Centers. Contact details and a request form are available for ease of communication. Consultation and Evaluation: Our experts will consult with the client to understand their specific needs and conduct a thorough evaluation of the ambulance. Order Documentation: Once the scope of work is agreed upon, an order document is generated, outlining the services to be provided, the timeline, and the agreed pricing. Execution and Delivery: Our skilled technicians will execute the remount or refurbishment as per the agreed specifications and timeline. REV Ambulance Group's Remount Centers are equipped to handle a diverse range of refurbishing needs, ensuring that every ambulance returns to service in an optimal condition, both functionally and aesthetically. Our streamlined order process and transparent pricing methodology make it convenient for Sourcewell members to access these services. The enclosed examples of our quote and order documents provide a clear understanding of how we approach each remount project, ensuring customer satisfaction and the highest quality of service. See attached Table 14A Remount inquiry.

73	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	REV Ambulance Group, encompassing renowned brands such as Horton, AEV, Wheeled Coach, Road Rescue, and Leader, is fully committed to adhering to all applicable US standards and regulations for our equipment and products. Our proposal is crafted with a strict adherence to Federal and state requirements, ensuring the highest standards of safety, quality, and performance. Compliance with Federal Standards: National Fire Protection Association (NFPA) Compliance: Our ambulances meet NFPA 1917 standards, ensuring safety in design, construction, and performance. K-K-K Specification Compliance: We adhere to the GSA KKK-1822-F (including change notices 1-10) standards for ambulance design and manufacturing. National Institute of Standards and Technology (NIST) Compliance: Our products and processes comply with NIST standards for accuracy and reliability. Adherence to State Requirements: Customized to State Regulations: Each ambulance is built considering the specific state requirements, ensuring full compliance with regional standards and regulations. Continual Monitoring of Regulations: Our compliance team keeps abreast of changes in state laws and regulations to ensure continuous adherence. Certifications and Quality Standards: ISO 9001:2015 Certification: Our manufacturing processes are certified under ISO 9001:2015, reflecting our commitment to quality management and customer satisfaction. Society of Automotive Engineers (SAE) Compliance: We comply with SAE J3057 for body integrity testing, ensuring the structural safety and integrity of our ambulances. CAAS Ground Vehicle Standards Development Participation: We actively participate in developing and adhering to the Commission on Accreditation of Ambulance Services (CAAS) standards. Specialized Equipment Standards: FDA and Other Health Standards: All medical equipment and supplies are FDA-approved and meet relevant health and safety standards. Advanced Life Support (ALS) Equipment Compliance: Our ALS equipment adheres to the specific standards required for emergency medical operations. In summary, REV Ambulance Group's proposal is built on a foundation of rigorous compliance with US Federal and state standards. This commitment not only underscores our dedication to safety and quality but also ensures that our emergency vehicles are equipped to meet the diverse and dynamic needs of our clients across various jurisdictions.
74	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	REV Ambulance Group, specifically through our Wheeled Coach and Road Rescue brands, is dedicated to adhering to the highest standards of compliance with Canadian regulations for our ambulances and associated equipment. In our proposal, we have ensured that all products offered meet or exceed the applicable Canadian federal and provincial requirements. Compliance with Canadian Federal Standards: Canada Motor Vehicle Safety Standards (CMVSS): Our ambulances are built in compliance with CMVSS regulations, ensuring they meet the national safety standards for motor vehicles in Canada. Health Canada Regulations: Medical devices and equipment used in our ambulances are compliant with Health Canada guidelines, ensuring safety and efficacy in emergency medical situations. Provincial and Territorial Compliance: Adherence to Provincial Standards: Each ambulance is tailored to meet the specific standards and requirements of the province in which it will operate, ensuring full compliance with regional healthcare and vehicle operation standards. Regular Updates on Regulations: We constantly monitor and adapt to changes in provincial and territorial regulations, ensuring ongoing compliance in all jurisdictions where our ambulances operate. Certifications and Quality Standards: ISO 9001:2015 Certification: Our commitment to quality management systems is underscored by our adherence to the ISO 9001:2015 standards, applicable internationally, including in Canada. Alberta Health and Wellness Certification: Road Rescue ambulances specifically comply with the Alberta Health and Wellness Certification, ensuring they meet the stringent requirements for ambulances in Alberta. Canadian-Specific Requirements: Cold Weather Performance: Special attention is given to the design and features of our ambulances to ensure optimal performance in Canada's diverse and often challenging climatic conditions. In summary, through Wheeled Coach and Road Rescue, REV Ambulance Group ensures that our ambulances and emergency medical equipment are fully compliant with Canadian federal and provincial standards. This commitment to compliance is fundamental to our operations in Canada, ensuring that we provide safe, reliable, and high-quality emergency vehicles suited to the unique needs of the Canadian market.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	New *	Remount *	Demo *	Used *	Comments
75	Type I ambulance units	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.
76	Type I-AD ambulance units	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.
77	Type II ambulance units	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.
78	Type III ambulance units	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.
79	Type III-AD ambulance units	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	.Demo would still be new and untitled until purchased by end user.
80	Emergency medical transportation vehicles	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.
81	Vehicles used in the delivery of pre-hospital and out of hospital care	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No	Demo would still be new and untitled until purchased by end user.

Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types of solutions described in Line Items 75 - 81 in Table 14B above	(•) Yes ( ) No	NA
83	Services complementary or incidental to the offering of the solutions described in Line Items 75 - 81 in Table 14B above, including installation, customization, refurbishment, inspection, repair and maintenance, training, and support.	(•) Yes ( ) No	NA

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Table 12. Pricing Documents.zip - Wednesday December 20, 2023 15:08:05
- Financial Strength and Stability - Table 2. SEC Finanical Filing 4th QTR 2023.zip - Wednesday December 20, 2023 15:08:27
- Marketing Plan/Samples - Table 7. Marketing. Social Media.Communication Technology (2).zip - Wednesday December 20, 2023 15:08:55
- WMBE/MBE/SBE or Related Certificates - Table 8. Sub K plan for REV Ambulance Group.zip - Wednesday December 20, 2023 15:09:36
- Warranty Information - Table 9. Warranties.zip - Wednesday December 20, 2023 15:09:50
- Standard Transaction Document Samples - Table 10. New Order.Sales Forms.zip - Wednesday December 20, 2023 15:10:26
- Requested Exceptions (optional)
- Upload Additional Document - Additional Information.zip - Wednesday December 20, 2023 16:36:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Holly Russell, Manager Sales, REV Group Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Ambulance_RFP_122123 Wed November 29 2023 11:17 AM	☑	1
Addendum_1_Ambulance_RFP_122123 Wed November 22 2023 09:10 AM	☑	1

REV Group #122123-RVG

Pricing for contract #122123-RVG offers Sourcewell participating agencies the following discounts:

- 3%-10% discount off the list price for Sourcewell members

ATTACHMENT C

City of Newport Beach

BUDGET AMENDMENT

2025-26

BA#: 26-032

Department: Fire

Requestor: Raymund Reyes

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

ONE TIME: ☑ Yes ☐ No

Approvals		
City Clerk:		**Date**
Finance Director:	Jason Al-Imam	**Date** 10/1/25
Budget Manager:		**Date** 10/07/25

EXPLANATION FOR REQUEST:

Appropriate funds for the purchase of 3 new Horton 623FL Type 1 2WD Ambulances from Professional Sales and Services, LC. Using cooperative selection and pricing under Sourcewell Contract #122123-RVG.

- ☐ from existing budget appropriations
- ☐ from additional estimated revenues
- ☑ from unappropriated fund balance

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ -

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
752	7529032	911016		EQUIPMENT PURCHASING - ROLLING EQUIPMENT	1,570,065.69
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ 1,570,065.69

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) $
752	300000	EQUIPMENT FUND - FUND BALANCE CONTROL	**(1,570,065.69)**
		-	
		-	
		-	
		Subtotal	$ **(1,570,065.69)**

Fund Balance Change Required

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 12

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Mark Vukojevic, Utilities Director - 949-644-3011, mvukojevic@newportbeachca.gov
PREPARED BY:	Joshua Rosenbaum, Senior Management Analyst - 949-644-3057, jrosenbaum@newportbeachca.gov
TITLE:	Amendment to Services Agreement with Global Power Group, Inc., for Maintenance and Repair Services for City Generators

ABSTRACT:

The Utilities Department manages the City's 30 mobile and backup emergency power generators. Utilities works with a contract team that provides regular preventative maintenance, testing and as-needed repair services. The generators are large, fuel-driven engines that provide backup electricity in the event of an emergency. They are located throughout the City and serve the City's utility systems, fire stations and other key facilities. The current contractor, Global Power Group Inc. has performed satisfactorily over the last three years. Therefore staff is requesting that the City Council approve a two-year extension of the existing agreement.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Approve Amendment No. One to the Maintenance Services Agreement with Global Power Group, Inc., to extend the existing agreement two years until December 31, 2027, and to increase the contract amount by $250,000, and authorize the Mayor and City Clerk to execute the Agreement.

DISCUSSION:

The City owns and maintains 30 mobile and stationary back-up power generators, managed by Utilities Department electricians. Most of these generators stand ready to provide backup power for the City's water and wastewater systems. Other emergency generators are placed at all fire stations, the police station, lifeguard headquarters, the Civic Center and the Public Works Corporation Yard.

The engine-driven generators and the associated electrical systems and switch gear are highly complex and require knowledgeable staff with mechanical and electrical abilities and certifications.

The generators require regular preventative maintenance, live testing, certification and as-needed repairs. As these generators provide backup power in the event of a power outage, they are vital pieces of equipment in an emergency. The maintenance of all City generators is essential to ensure readiness. The generators are a significant part of our emergency preparedness efforts.

The agreement with Global Power Group, Inc., covers quarterly testing, inspection and routine maintenance of each generator and electrical gear. It also includes one annual full-load testing along with annual inflation adjustments and contingency allocations. The contingencies include additional engine repairs, battery, electrical switch gear, circuit board replacements, temporary generator rentals and the fueling of the generators. In an example of one such contingency, generators at two fire stations recently required expensive smog filter system replacements. Newport Beach's marine environment tends to corrode generator parts, requiring frequent replacement.

The Utilities Department originally entered into an agreement with Global Power in 2022 following a competitive selection process. Global Power has provided generator services to the City for more than a decade, including the most recent three-year agreement. Staff remains satisfied with the contractor's performance. Staff recommends a two-year agreement extension, bringing the total agreement term to five years. The unit pricing has increased by the consumer price index to adjust for inflationary costs on labor, materials, and equipment. Staff recommends City Council approval to extend the agreement through December 31, 2027, and to increase the agreement's compensation limit by $250,000.

FISCAL IMPACT:

The adopted budget includes sufficient funding for preventative maintenance and as-needed repairs for City generators. The Utilities Department expenses these services to the Streetlight Services/Electrical Generator Maintenance General Fund account 0109063-851001; other departments and enterprise funds account for these services in their respective operating budgets.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Amendment No. One to Services Agreement with Global Power Group, Inc.

AMENDMENT NO. ONE TO MAINTENANCE/REPAIRSERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. FOR PREVENTATIVE MAINTENACE AND AS-NEEDED REPAIR SERVICES FOR CITY GENERATORS

THIS AMENDMENT NO. ONE TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 14th day of October, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GLOBAL POWER GROUP, INC., a California corporation ("Contractor"), whose address is 12060 Woodside Avenue, Lakeside, California 92040, and is made with reference to the following:

RECITALS

A. On December 13, 2022, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8742-2) ("Agreement") to engage Contractor to perform maintenance and/or repair services for City ("Project").

B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to December 31, 2027, to increase the total compensation, update the Administration section, update the notices section, update the insurance requirements, and to update the bonds.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2027, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONTRACTOR

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Five Hundred Fifty Thousand Dollars and 00/100 ($550,000.00)**, without prior written amendment to the Agreement.

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Two Hundred Fifty Thousand Dollars and 00/100 ($250,000.00)**.

3. ADMINISTRATION

This Agreement will be administered by the Utilities Department. City's Utilities Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

4. NOTICES

Section 25.2 of the Agreement shall be amended in its entirety and replaced with the following:

"25.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Utilities Manager
Utilities Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658"

5. BONDING

Exhibit D and E to the Agreement shall be amended in their entirety and replaced with Exhibit D and E, attached hereto and incorporated herein by reference. Any reference to Exhibit D or E in the Agreement shall hereafter refer to Exhibit D or E, respectively, attached hereto.

6. INSURANCE

Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement shall hereafter refer to Exhibit C attached hereto.

7. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 9/29/25

By: _____
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: GLOBAL POWER GROUP, INC., a California corporation
Date: _____

By: _____
Terry Mammen
Chief Executive Officer

Date: _____

By: _____
Salvador Ceballos
Chief Financial Officer

[END OF SIGNATURES]

Attachments: Exhibit C – Insurance Requirements
Exhibit D – Labor and Materials Payment Bond
Exhibit E – Faithful Performance Bond

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

   A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

   B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

   C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

   D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

   A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If

such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible.

Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EXHIBIT D
CITY OF NEWPORT BEACH
BOND NO. _____
LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of Newport Beach, State of California, has awarded to Global Power Group, Inc. hereinafter designated as the "Principal," an agreement for Preventative Maintenance and As-Needed Repair Services for City Generators, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of **Five Hundred Fifty Thousand Dollars and 00/100 ($550,000.00)**, lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Newport Beach under the terms of the Agreement; 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 present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to

be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20___.

_____	_____
Name of Contractor (Principal)	Authorized Signature/Title
_____	_____
Name of Surety	Authorized Agent Signature
_____	_____
Address of Surety	Print Name and Title
_____	
Telephone	

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date:_____

By:_____
Aaron C. Harp
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED

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 _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(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 (seal)

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 _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
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 signatures(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 (seal)

EXHIBIT E
CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND

The premium charges on this Bond is $ _____, being at the rate of $ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to Global Power Group, Inc. hereinafter designated as the "Principal," an agreement for Preventative Maintenance and As-Needed Repair Services for City Generators, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____ _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of **Five Hundred Fifty Thousand Dollars and 00/100 ($550,000.00)** lawful money of the United States of America, said sum being equal to 100% of the estimated amount of the Agreement, to be paid to the City of Newport Beach, 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 present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

_____	_____
Name of Contractor (Principal)	Authorized Signature/Title
_____	_____
Name of Surety	Authorized Agent Signature
_____	_____
Address of Surety	Print Name and Title
_____	
Telephone	

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date:_____

By:_____
Aaron C. Harp
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED

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 _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(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 (seal)

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 _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
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 signatures(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 (seal)

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 13

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Aaron Harp, City Attorney - 949-644-3131, aharp@newportbeachca.gov
PREPARED BY:	Yolanda M. Summerhill, Assistant City Attorney - 949-644-3131, ysummerhill@newportbeachca.gov
TITLE:	Approval of the Lecture Hall Auditorium Naming Rights Agreement

ABSTRACT:

The Newport Beach Lecture Hall (Lecture Hall) located adjacent to the Newport Beach Public Library is nearing completion. Pursuant to the Memorandum of Understanding (MOU), as amended, between the City of Newport Beach (City) and the Newport Beach Public Library Foundation (NBPLF), the NBPLF could offer naming rights to various areas of the Lecture Hall in furtherance of the NBPLF's financial commitment to construct the project subject to the City Council's approval of the final naming rights agreement. Thus far, the City and NBPLF have entered into naming rights agreements for the exterior of the building, Bamboo Courtyard and lobby. For City Council consideration is a naming rights agreement to allow the naming of the two auditorium entryways in honor of the NBPLF.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve the Newport Beach Public Lecture Hall Naming Rights Donation Agreement between the City of Newport Beach and the Newport Beach Public Library Foundation for the naming of the auditorium; and

c) Waive City Council Policy B-9 – *Naming of City Parks and Facilities* and City Council Policy B-17 – *Parks, Facilities, and Recreation Program Donations* for the naming of the auditorium.

DISCUSSION:

The City and NBPLF entered the MOU with the NBPLF on November 30, 2021, to memorialize the parties' vision toward the construction of the Lecture Hall to host various library, cultural, information, entertainment, civic and community focused events within the community.

The MOU addressed a number of key areas including 1) the parties' equal financial commitment towards the project, 2) providing the NBPLF with the right to offer naming rights to various areas of the Lecture Hall including the exterior facade, the Bamboo Courtyard, lobby, green room, and a donor wall, 3) specifying the timing of payment of the NBPLF's portion of the project and 4) other terms.

Over the course of the next two years, the City and NBPLF amended the MOU on three occasions to account for the increased cost of construction of the Lecture Hall, providing additional naming opportunities to the NBPLF, and modifying other key terms. Highlighting some of the key revisions are the following:

- Cost of Construction: Adjustment of each party's financial obligations from approximately $6,500,000 to approximately $11,700,000 each.
- Timing of Foundation Payment: Whereas, the original MOU contemplated payment of the Foundation's portion of the project prior to the City entering into the notice inviting bids; the Third Amendment to the MOU required the Foundation to deposit $7million into escrow prior to the City entering into the contract to construct the project with the remainder of approximately $4.7 million payable within two years of effective date of the Third Amendment to the MOU or upon the City Council adopting the notice of completion of construction of the project.
- Naming Rights: Whereas the original MOU authorized naming of the exterior of the building, the Bamboo Courtyard, lobby, green room and a donor wall; the subsequent amendments to the MOU provided additional naming of the auditorium, audio-visual booth, and audience seating.
- Change Orders: In order to control rising costs, the Third Amendment to the MOU required each party to be financially responsible for any requested change orders beyond what was required in the construction drawings.
- Use of the Lecture Hall: The Third Amendment to the MOU delineated the party's right to use the Lecture Hall.

The NBPLF has been actively fundraising for the Lecture Hall since originally entering the MOU. Thus far, the City Council has approved three naming rights agreements. The first agreement provided for the naming of the exterior façade in recognition of William Witte and Keiko Sakamoto for their $4,000,000 commitment; the second agreement provides for the naming of the lobby in recognition of Roy Woolsey for the family's $1,000,000 financial commitment; and the third agreement provides for the naming of the Bamboo Courtyard in honor of Elizabeth Stahr for the family's $750,000 commitment to the project.

The Naming Rights Agreement would provide for the naming in honor of the Newport Beach Library Foundation above the two auditorium entryways as depicted in Exhibit "A" to the attached agreement. While the Naming Rights Agreement does not specify a specific donation amount in return for the naming of the auditorium, the Third Amendment to the MOU provides for the remainder of Foundation's final commitment in the amount of $4,643,968 to be paid within two years of effective date of the Third Amendment to the MOU or upon the City Council adopting the notice of completion of construction of the project.

FUNDING REQUIREMENTS:

Approval of the Lecture Hall Auditorium Naming Rights Agreement does not require any additional City funding.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Approval of the Lecture Hall Auditorium Naming Rights Agreement

ATTACHMENT A

NEWPORT BEACH LECTURE HALL
AUDITORIUM NAMING RIGHTS AGREEMENT

THIS AUDITORIUM NAMING RIGHTS AGREEMENT ("Agreement") is made and entered into as of this 14th day of October 2025, ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City") and the NEWPORT BEACH PUBLIC LIBRARY FOUNDATION, a California nonprofit public benefit corporation ("Foundation") and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. The Foundation is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

C. The Foundation and the City have entered a Memorandum of Understanding, executed on February 24, 2022, as subsequently amended by First, Second and Third Amendments thereto (collectively, the "Amended MOU"), for the Foundation and the City to fund and the City to construct a community hall located at 1000 Avocado, Newport Beach, California ("Lecture Hall") to accommodate library, cultural, educational, informational, entertainment, civic, business and community focused events to serve the community.

D. As described in the Amended MOU, the Foundation has agreed to raise a significant amount of money to pay for its share of the cost of the Lecture Hall, which is described as the Foundation Commitment with the remainder of the Foundation's financial commitment payable within two (2) years of the effective date of the Third Amendment to the MOU or upon the City Council adoption of the notice of completion of construction of the Lecture Hall, whichever occurs later ("Remainder of Foundation Commitment Final Payment").

E. The City has agreed that the Foundation may offer naming rights to include signage in certain areas of the Lecture Hall as described in the Amended MOU.

F. The Foundation is nearing completion of its fundraising efforts to meet the contribution level contemplated by the Amended MOU's Foundation Commitment. The Foundation will have achieved its fundraising goals due to the extraordinary expenditure of time and effort, diligence and use of community goodwill and contacts exercised by the Foundation through its Board of Directors and associated Beyond Books Capital Campaign.

G. A $1,000,000 donor to the Foundation's Beyond Books Capital Campaign, along with other six figure donors (collectively, the "Major Donors"), have assigned the naming right to the Board of Directors of the Foundation, and these Major Donors

have requested that the wall above the two entries into the auditorium area ("Auditorium) of the Lecture Hall bear the name of the Foundation. In recognition of the efforts of the Foundation in raising the money to pay its share of the costs of the Lecture Hall, the City is amenable to granting the Foundation the right to place its name above the two lobby entries to the Auditorium in the locations and with the sign design set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. ACKNOWLEDGEMENT AND NAMING RIGHTS TO THE AUDITORIUM

1.1 In grateful recognition of the generosity and fundraising efforts of the Foundation, and in reliance upon the full performance by the Foundation pursuant to its obligations under the Amended MOU including payment of the Remainder of Foundation Commitment Final Payment, the City agrees that signage in the name: "The Library Foundation Auditorium" may be placed above the two entries into the Auditorium as shown on Exhibit "A" attached hereto.

1.2 Naming rights granted to the Foundation herein shall exist for the useful life of the Lecture Hall. In the event the Lecture Hall is demolished, destroyed, or ceases to be used by the City, or if the Location is relocated or substantially renovated, the City and the Foundation will work together to determine another appropriate form of recognition for the support provided by the Foundation.

2. TERMINATION

2.1 In addition to any rights and remedies available at law, the City may, after giving the Foundation ninety (90) days' prior written notice to cure a default in payment under the Amended MOU, terminate this Agreement and remove the Foundation signage above the two entries into the Auditorium; provided however, if the Foundation cures any default in payment before removal of the Foundation's signage above the entries to the Auditorium, then such signage shall remain in place, subject to the provisions of Section 1 above.

2.2 Upon any such termination of this Agreement by the City due to a payment default of the Foundation under the Amended MOU, the City shall not have any further obligation or liability to the Foundation with respect to signage above the entries of the Auditorium as hereinabove provided.

3. PUBLICITY

For purposes of publicizing this Agreement, the City and the Foundation shall have the right, without charge, to publicize the generosity of the Foundation and use the names, likenesses, and images of Foundation Board Officers and Beyond Books Capital Campaign members in photographic, audiovisual, digital or any other form of medium and to use, reproduce, distribute, exhibit, and publish such materials in any manner in whole

or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the Lecture Hall's activities.

4. ASSIGNMENT

This Agreement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties regarding the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

6. APPLICABLE LAW

This Agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto.

7. STANDARD PROVISIONS

7.1 Advice. The City and the Foundation has each sought their own tax or legal counsel concerning this Agreement.

7.2 Waiver. A waiver by any party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

7.3 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement, or any other attachments attached hereto, the terms of this Agreement shall govern.

7.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

7.5 Amendments. This Agreement may be modified or amended only by a written document executed by the Foundation and the City and approved as to form by the City Attorney.

7.6 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

7.7 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

7.8 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

7.9 Binding on Successors and Assigns. This Agreement shall be binding on the Foundation, and its successors and assigns.

7.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 10/2/25

By: _____
Aaron C. Harp
City Attorney

10.2.25 AF

CITY: CITY OF NEWPORT BEACH, a California municipal corporation
Date: _____

By: _____
Joe Stapleton
Mayor

ATTEST:
Date: _____

By: _____
Molly Perry
Interim City Clerk

FOUNDATION: THE NEWPORT BEACH PUBLIC LIBRARY FOUNDATION, a California nonprofit public benefit corporation
Date: _____

By: _____
Jerold D. Kappel
Chief Executive Officer

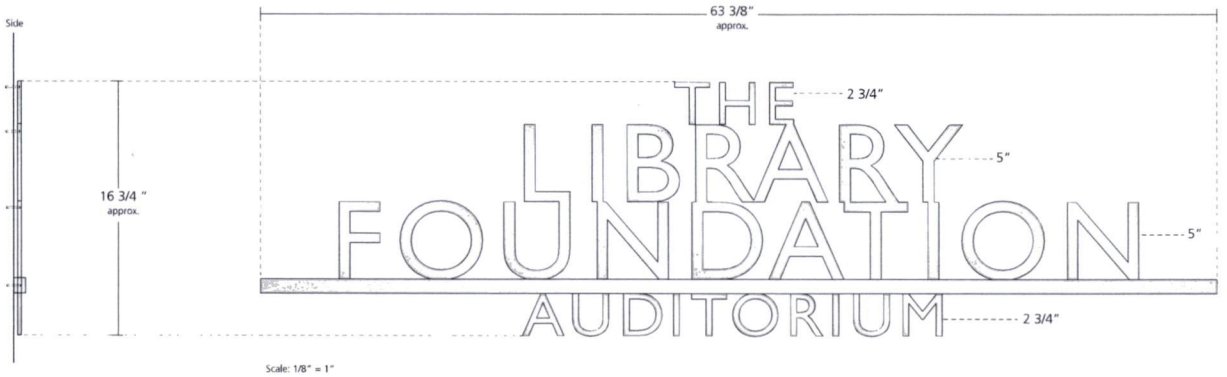
Date: _____

By: _____
Mireya Llaurado
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Location and Design of Signage

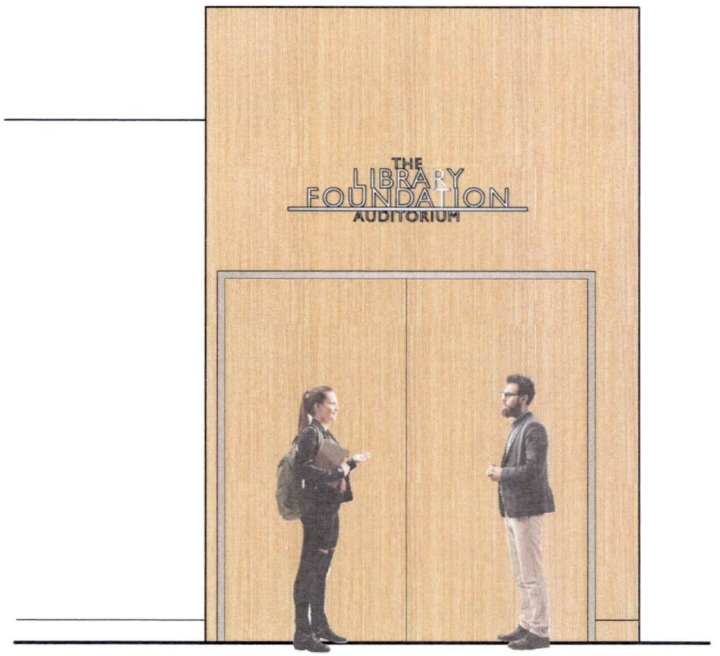
EXHIBIT A
LOCATION AND DESIGN OF SIGNAGE ABOVE AUDITORIUM ENTRIES



Scale: 1/8" = 1"

Sign Type D8.00: Auditorium Donor Recognition Sign

Pecision waterjet-cut, multi-layered aluminum plate letters and horizontal rail base with painted metalic finish. Letters and rail base mount to wood veneer clad wall via all-thread studs and adhesive.



Scale: 3/8" = 1'-0 "

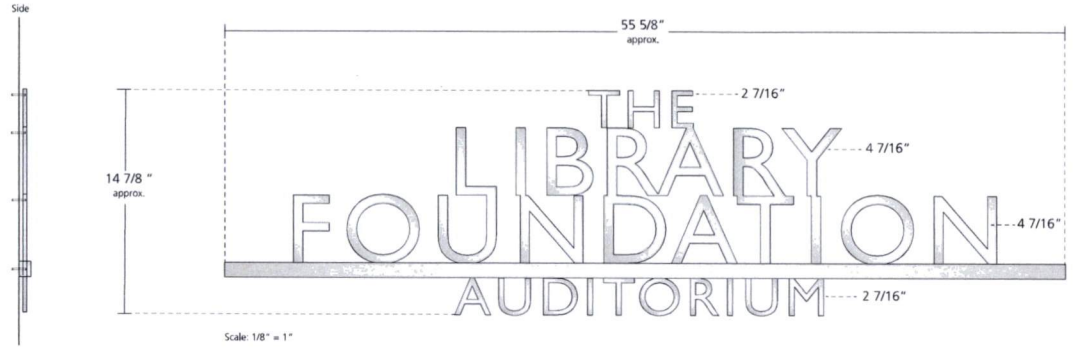
NEWPORT BEACH LIBRARY LECTURE HALL SIGNAGE PROGRAM
CONCEPTUAL DESIGN DRAWING

Gerald Stamm Design, LLC T 714.389.5208

©2025

SHEET: D8.5

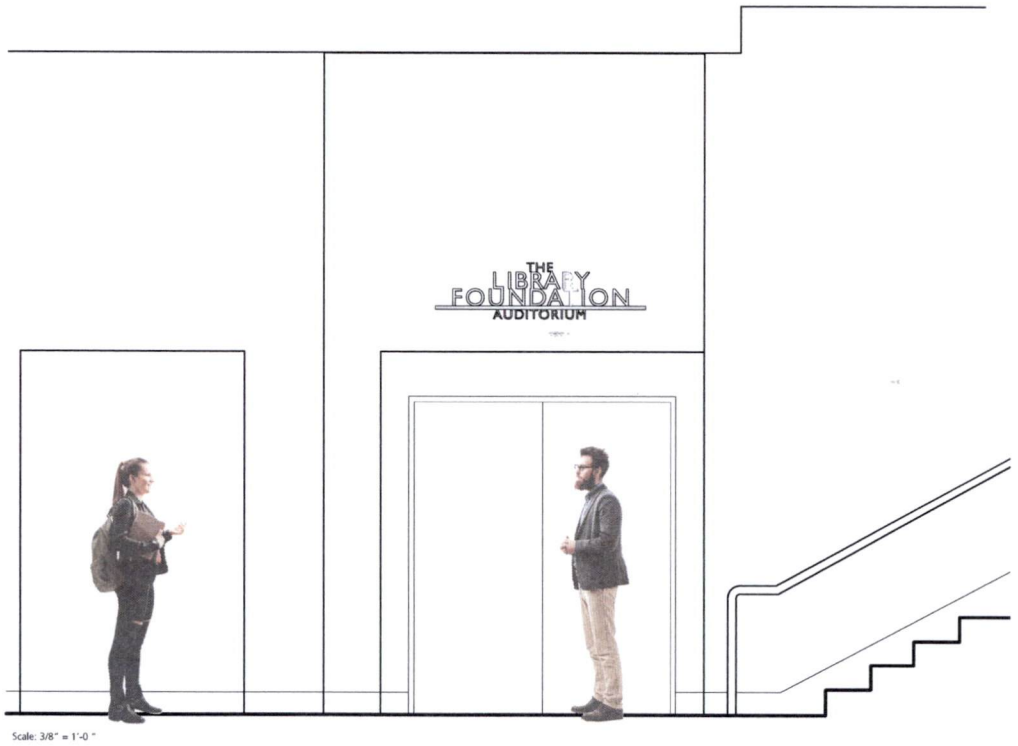
July 16, 2025



Sign Type D9.00: Auditorium Donor Recognition Sign / Small

Pecision waterjet-cut, multi-layered aluminum plate letters and horizontal rail base with painted metalic finish. Letters and rail base mount to wood veneer clad wall via all-thread studs and adhesive.

Note: Lettern sizes is approximately 11% smaller than sign type D8.00



Scale: 3/8" = 1'-0 "

NEWPORT BEACH LIBRARY LECTURE HALL SIGNAGE PROGRAM
CONCEPTUAL DESIGN DRAWING

SHEET: D9.1
July 16, 2025

Gerald Stamm Design, LLC T 714.389.5208
©2025

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 14

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jason Al-Imam, Finance Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov
PREPARED BY:	Jason Al-Imam, Finance Director/Treasurer
TITLE:	Annual Review of Visit Newport Beach Audited Financial Statements and Expenditure Report

ABSTRACT:

In accordance with reporting requirements of the City of Newport Beach's agreement with Visit Newport Beach, Inc. (VNB), entered into on January 1, 2025, VNB's audited financial statements, and compliance expenditure report for the fiscal year ending June 30, 2025, are attached for the City Council's review. Due to the significant fees paid to Newport Beach & Company by VNB for services, Newport Beach & Company's audited financial statements are also included for the City Council's review.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and file.

DISCUSSION:

On January 1, 2025, the City entered into a new agreement with VNB to provide destination marketing services, following the expiration of the previous agreement on December 31, 2024. A key component of the new agreement is focused on ensuring transparency when it comes to the use of public funds. To help streamline reporting and increase transparency, VNB agreed to restructure its organization by consolidating Visit Newport Beach, Inc. and Newport Beach & Company into one company. As such, Newport Beach & Company formally dissolved on June 30, 2025 with all business operations ceasing and all assets and liabilities transferred to VNB. VNB will continue the operational activity of the consolidated organization. The audited financial statements attached reflect the activity and transactions related to the dissolution.

Similar to the previous agreement, the new agreement requires VNB to submit audited financial statements to the City by September 30 of each year for its most recently ended fiscal year, including any management letter associated with those audited financial statements.

VNB submitted audited financial statements for the fiscal year ending June 30, 2025 to the City on September 25, 2025. The audited financial statements are attached for the City Council's review.

The new agreement still requires VNB to submit an expenditure report to the City by September 30 of each year. The expenditure report must be certified by VNB and a Certified Public Accountant to the effect that the funds received pursuant to the Agreement were expended in accordance with the agreement in the previous fiscal year for authorized purposes. This report must include reasonable detail in support of the certification, including expenditures or contributions to special events and not-for-profit organizations in Newport Beach. VNB submitted the expenditure report for the fiscal year ending June 30, 2025 to the City on September 25, 2025. According to the report, VNB paid $2,117,563 to Newport Beach & Company for marketing and promotion services prior to its dissolution. Therefore, Newport Beach & Company's financial statements are also included for City Council review.

The audited financial statements and expenditure report for the fiscal year ending June 30, 2025 were reviewed by the independent audit firm Crowe LLP. The independent auditor's report can be found within the audited financial statements for VNB and Newport Beach & Company for the fiscal year ending June 30, 2025, which reflects an unmodified or "clean" audit opinion, meaning that the financial statements are presented fairly, in all material respects, and in conformity with generally accepted accounting principles. The audit reports reflect no audit findings or internal control recommendations. Therefore, a management letter was not issued in connection with the audit. The firm's review of the required expenditure report indicates that VNB's assertion that it complied with the applicable provisions of the agreement with the City is fairly stated in all material respects.

FISCAL IMPACT:

Under the previous agreement, VNB received 18% of the City's gross Transient Occupancy Tax (TOT) revenue from both commercial (hotel) and residential (short-term lodging) activity through December 31, 2024. Beginning January 1, 2025, the new agreement increased VNB's share to 23% of hotel TOT while eliminating its share of residential TOT.

For the fiscal year ending June 30, 2025, the City collected $40.9 million in TOT revenue from commercial and residential activity. Of this amount, the City paid $7.7 million to VNB in FY 2024/25 to fund destination marketing services and activities.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Visit Newport Beach Audited Financial Statements for the Year Ended June 30, 2025
Attachment B – Newport Beach and Company Audited Financial Statements for the Year Ended June 30, 2025
Attachment C – Visit Newport Beach Expenditure Compliance Report for the Year Ended June 30, 2025

ATTACHMENT A

VISIT NEWPORT BEACH INC.

(A Non-Profit Organization)

FINANCIAL STATEMENTS

June 30, 2025 and 2024

VISIT NEWPORT BEACH INC.
(A Non-Profit Organization)

FINANCIAL STATEMENTS
June 30, 2025 and 2024

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Visit Newport Beach Inc.
Newport Beach, California

Opinion

We have audited the accompanying financial statements of Visit Newport Beach Inc., which comprise the statements of financial position as of June 30, 2025 and 2024, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Visit Newport Beach Inc. as of June 30, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Visit Newport Beach Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 8 to the financial statements, the Organization has significant transactions with related non-profit organizations. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Visit Newport Beach Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Visit Newport Beach Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Visit Newport Beach Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Crowe LLP

Crowe LLP

Costa Mesa, California
September 23, 2025

VISIT NEWPORT BEACH INC.
(A Non-Profit Organization)
STATEMENTS OF FINANCIAL POSITION
June 30, 2025 and 2024

	2025	2024
ASSETS		
Current assets		
Cash and cash equivalents	$ 5,028,643	$ 1,217,431
Short-term investments	-	2,222,415
Accounts receivable	2,409	1,185
Related-party receivables, net	54,280	22,645
Prepaid expenses and other current assets	183,712	387,669
Total current assets	5,269,044	3,851,345
Operating sublease of right-of-use assets, net	1,655,822	-
Deferred sublease income	73,724	-
Property and equipment, net	72,122	2,626
Website development costs, net	58,976	68,254
Deposits and other assets	9,619	9,619
Total assets	$ 7,139,307	$ 3,931,844
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 257,825	$ 40,793
Related party payables, net	-	102,263
Accrued expenses	29,623	94,796
Accrued payroll and related expenses	168,627	-
Current portion of sublease obligations	363,900	-
Total current liabilities	819,975	237,852
Sublease obligations, net of current portion	1,419,033	-
Total liabilities	2,239,008	237,852
Commitments and contingencies		
Net assets without donor restrictions	4,900,299	3,693,992
Total liabilities and net assets	$ 7,139,307	$ 3,931,844

See accompanying notes to financial statements.

VISIT NEWPORT BEACH INC.
(A Non-Profit Organization)
STATEMENTS OF ACTIVITIES
Years ended June 30, 2025 and 2024

	2025	2024
Support and revenues		
Service fee revenues	$ 7,691,119	$ 10,382,835
Advertising and other income	-	28,400
Interest income	93,909	223,839
Total support and revenues	7,785,028	10,635,074
Expenses		
Marketing (including $2,117,563 and $1,828,755 to Newport Beach & Company during 2025 and 2024, respectively - see Note 8)	6,578,721	9,552,691
Salaries and benefits	-	1,173,885
Other	-	391,398
Depreciation and amortization	-	24,185
Total expenses	6,578,721	11,142,159
Change in net assets without donor restrictions before expenses related to TBID dissolution	1,206,307	(507,085)
Expenses related to TBID dissolution		
Cash paid to hotels not continuing services under MAP	-	667,676
Cash paid to MAP for transferring hotels	-	3,299,020
Total expenses related to TBID dissolution	-	3,966,696
Change in net assets without donor restrictions	1,206,307	(4,473,781)
Net assets without donor restrictions, beginning of year	3,693,992	8,167,773
Net assets without donor restrictions, end of year	$ 4,900,299	$ 3,693,992

See accompanying notes to financial statements.

VISIT NEWPORT BEACH INC.
(A Non-Profit Organization)
STATEMENTS OF CASH FLOWS
Years ended June 30, 2025 and 2024

	2025	2024
Cash flows from operating activities		
Change in net assets without donor restrictions	$ 1,206,307	$ (4,473,781)
Adjustments to reconcile change in net assets without donor restrictions to net cash provided by (used in) operating activities:		
Depreciation and amortization	-	24,185
Amortization of right-of-use operating sublease assets	-	94,707
Accrued interest income	-	14,099
Changes in operating assets and liabilities, net of balances transferred from NB & Co. and to MAP		
Accounts receivable	(1,224)	47,094
Related-party receivables/payables, net	(63,018)	(118,359)
Prepaid assets and other current assets	228,957	213,895
Accounts payable	217,032	(60,090)
Accrued expenses	(65,173)	68,796
Accrued payroll and related expenses	42,404	(9,869)
Group booking incentive reserve	-	(138,683)
Sublease obligations	-	(104,110)
Net cash provided by (used in) from operating activities	1,565,285	(4,442,116)
Cash flows from investing activities		
Purchases of property and equipment	-	(1,058)
Website development costs	-	(42,568)
Cash received from MAP for transferred net assets	-	24,289
Cash received from NB & Co. upon dissolution	23,512	-
Purchases of investments	(139,052)	(9,264,817)
Proceeds from sales/maturities of investments	2,361,467	12,341,746
Net cash provided by investing activities	2,245,927	3,057,592
Net change in cash and cash equivalents	3,811,212	(1,384,524)
Cash and cash equivalents, beginning of year	1,217,431	2,601,955
Cash and cash equivalents, end of year	$ 5,028,643	$ 1,217,431
Supplemental disclosures of non-cash transactions		
Net balances transferred to MAP	$ -	$ 24,289
Net balances transferred from NB & Co.	$ 23,512	$ -

See accompanying notes to financial statements.

NOTE 1 – ORGANIZATION

Nature of Operations: Visit Newport Beach Inc. (the "Organization") is a non-profit organization formed under the laws of the State of California.

Transient Occupancy Tax ("TOT"): The Organization has an agreement ("TOT Agreement") with the City of Newport Beach (the "City") through December 31, 2029 to promote tourism and serve the needs of visitors to the City. Under the terms of the TOT Agreement, the Organization is responsible to develop, plan, carry out and supervise a program to market and promote the Newport Beach brand and to promote tourism in, and serve the needs of, visitors to the City as well as increase the amount of Transient Occupancy Tax collected through its promotional activities. The TOT Agreement was renewed January 1, 2025.

The City collects a Transient Occupancy Tax as well as a Visitor's Service Fee applied to the transient rental of lodging rooms (collectively, the "TOT"). The City pays the Organization 23% of the annual TOT, excluding TOT revenue on short-term rentals, in monthly installments.

The City shall have the right, in its sole discretion, to adjust the payment (increase or decrease the percentage of TOT paid to the Organization) as part of its once-annual budget adoption process for any reason after notice to the Organization and an opportunity for the Organization to formally comment on the adjustment. For the years ended June 30, 2025 and 2024, the Organization received approximately 100% and 66%, respectively, of its service fee revenues from the City through the TOT. The City has the right to terminate the TOT Agreement, without cause, by giving the Organization written notice of its intention to terminate. Should the City reduce or stop its funding to the Organization due to the Organization's default or termination of the TOT Agreement, the Organization's operations will be impacted.

Tourism Business Improvement District ("TBID"): The Newport Beach Tourism Business Improvement District ("NBTBID") was established April 28, 2009, and expired on January 31, 2024, pursuant to the Management District Plan, as amended (the "Plan"). The NBTBID was funded by assessments levied on participating lodging businesses within a specified district. The assessments were restricted for use for sales promotion and marketing programs to market the City as a tourist, meeting and event destination as outlined in the Plan. For the year ended June 30, 2024, the Organization received approximately 34% of its service fee revenues from the City through TBID assessments.

Through its expiration, the NBTBID was represented by eight (8) hotels within the City which collected a 3.0% tax on short-term stays. The City was entitled to 0.25% of the receipts annually for the collection of the assessments and disbursements of the NBTBID.

Upon expiration of NBTBID on January 31, 2024, a related entity, Meetings Assessment Partnership ("MAP") was founded, effective February 1, 2024, in order to operate in the place of NBTBID. MAP works to improve business conditions and the business environment for tourism for member hotels in the City through the provision of marketing, sales, and special events programs, along with various other initiatives. Pursuant to California Streets and Highways Code Section 36671(a), upon the NBTBID's expiration and after all outstanding debts are paid the remaining NBTBID funds shall be refunded to the assessed businesses. As a result, effective February 1, 2024, the Organization refunded the following: (1) to MAP the accumulated net asset amounts attributable to those six (6) hotels transferring services over to MAP totaling $3,299,020 (in accordance with agreements between the Organization and each of the respective hotels); and (2) to the respective hotels the accumulated net asset amounts attributable to those two (2) hotels not transferring services over to MAP totaling $667,676. These payments were reflected in the accompanying statement of activities as other expenses during the year ended June 30, 2024.

(Continued)

NOTE 1 – ORGANIZATION (Continued)

In addition, certain assets and liabilities attributable to TBID were transferred to MAP for net consideration of $24,289. This balance was paid by MAP during the year ended June 30, 2024. The transferred assets and liabilities included the following:

Property and equipment, net	$ 117,505
Website development costs, net	29,979
Operating sublease of right-of-use assets, net	1,069,092
Sublease obligations	(1,106,041)
Accrued payroll and related expenses	(86,246)
	$ 24,289

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Without donor restrictions – Net assets that are not subject to donor-imposed stipulations. These assets are available to support the Organization's general activities and operations at the discretion of the Board of Directors.

With donor restrictions – Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that such resources be maintained in perpetuity. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of and for the years ended June 30, 2025 and 2024, the Organization had no net assets with donor restrictions.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law.

Use of Estimates: The preparation of financial statements requires the Organization to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Organization's management include, but are not limited to, fair value of investments, recoverability of long-lived assets, and the allocation of expenses to program activities and general and administrative. Actual results may differ from those estimates.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents: The Organization considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash and cash equivalent balances at various financial institutions. The total cash balances are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000 per institution. At June 30, 2025, the Organization had approximately $4,533,000 of uninsured cash and cash equivalent balances. The Organization periodically reviews the quality of the financial institutions it has deposits with to minimize risk of loss. To date, no losses have been incurred.

Investments and Fair Value Measurement: Investments and cash equivalents consist of certificates of deposit which are carried at cost plus accrued interest (which approximates fair value) and U.S. Treasury Bills which are carried at market value.

Accounting guidance defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal, or in the absence of a principal market, the most advantageous market for the asset or liability, in an orderly transaction between market participants on the measurement date. Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs in priority that may be used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets or liabilities;

Level 2 – Observable inputs other than quoted prices included within Level 1, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (such as interest rates and yield curves, credit risks, and default rates) or other inputs that are principally derived from or corroborated by observable market data by correlation or by other means; and

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The fair value of the Organization's U.S. Treasury Bills and certificates of deposit are based partially upon quoted prices in markets that are not active or inputs which are observable, either directly or indirectly, for substantially the full term of the assets. These instruments have been classified within Level 2 of the valuation hierarchy.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As of June 30, 2025, the Organization held no investments. As of June 30, 2024, the Organization's investments measured at fair value on a recurring basis were as follows:

	Quoted prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Short-term investments:			
U.S. Treasury Bills	$ -	$ 1,813,911	$ -
Certificates of deposit	-	408,504	-

Accounts Receivable: Accounts receivable are carried at original invoice amount less an estimate for credit losses based on a review of all outstanding amounts at year end. Management determines the allowance for credit losses by identifying troubled accounts based on current and historical experience and reasonable and supportable forecasts. At June 30, 2025 and 2024, the Organization considers its accounts receivable to be fully collectible and accordingly did not record an allowance for credit losses.

Property and Equipment: Property and equipment are stated at cost. Donated assets are recorded at their fair market value when received. The cost of purchased assets or fair market value of donated assets is depreciated using the straight-line method over the estimated useful lives of the related assets which range from three to seven years. Leasehold improvements are amortized over the lesser of their estimated useful lives or the related lease term. Maintenance and repairs are charged to expense as incurred. Significant renewals and betterments are capitalized.

It is the Organization's policy to capitalize property and equipment over $1,500. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation or amortization are removed from the accounts and any resulting gain or loss is reflected in the statements of activities.

Website Development Costs: The Organization accounts for the costs of developing its websites by capitalizing the costs during the application development stage when it is probable that the project will be completed and the property will be used to perform the function intended. Website development costs are amortized on a straight-line basis over their estimated useful lives when completed, which are typically the earlier of approximately three years or term based on estimated disposal date. The recoverability of website development costs is evaluated periodically, taking into account events or circumstances that warrant revised estimates of useful lives or that indicate that impairment exists.

Capitalized costs are primarily related to third-party contractor fees incurred during the application development stage. For the years ended June 30, 2025 and 2024, the Organization capitalized website development costs of $0 and $42,568, respectively.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At June 30, 2025, website development costs were transferred to the Organization as a result of the transfer from Newport Beach & Company ("NB & Co."), a related party (see Note 8). Accordingly, the Organization will record amortization expense on website development costs over an estimated useful life of three years beginning in fiscal 2026, and no impairment indicators were identified as of June 30, 2025. Estimated amortization costs will be $27,168 for the fiscal year ended 2026, $27,168 for the fiscal year ended 2027, and $4,640 for the fiscal year ended 2028.

Leases: At the inception of a contract, the Organization determines if the arrangement is, or contains, a lease. Operating lease right-of-use ("ROU") assets represent the Organization's right to use an underlying asset for the lease term, and lease liabilities represent its obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of the future minimum lease payments over the lease term calculated using the risk-free rate commensurate with the term of the ROU asset.

ROU assets also include any lease payments made at or before lease commencement and exclude any lease incentives received. The lease terms may include options to extend the lease when it is reasonably certain that the Organization will exercise that option. Leases with a term of 12 months or less are not recognized in the statement of financial position. Rent expense is recognized on a straight-line basis over the lease term.

The Organization accounts for lease and non-lease components as separate lease components for all its leases. At June 30, 2025, the Organization recorded an operating ROU asset and related liability as a result of the transfer from NB & Co. (see Note 8).

Impairment of Long-Lived Assets: The Organization evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. If the estimated future cash flows (undiscounted and without interest charges) from the use of an asset are less than the carrying value, a write-down would be recorded to reduce the related asset to its estimated fair value. At June 30, 2025 and 2024, the Organization's management believes there is no impairment of its long-lived assets. There can be no assurance, however, that market conditions will not change or demand for the Organization's services will continue, which could result in impairment of long-lived assets in the future.

Support and Revenue: The Organization's service fee revenues are recognized as revenue when received as the Organization is not entitled to its share of the TOT or assessments collected under TBID until paid by the City. Advertising and other income are recognized when the advertisement service is completed and billed to the customers. Interest income is recognized as income in the period it is earned. All revenue is subject to Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*.

The Organization applies the following steps to recognize revenue under ASC 606:

1. Identify the contract with a customer
2. Identify the performance obligations in the contract
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations
5. Determine the satisfaction of performance obligations

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributed Materials and Services: Donated materials and other noncash contributions (if any) are reflected in the accompanying financial statements at their estimated fair market values at date of receipt. Contributions of services are recognized if the services received create or enhance nonfinancial assets or require specialized skills, are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. Other volunteer services that do not meet these criteria are not recognized in the financial statements as there is no objective basis of deriving their value.

One of the services provided by the Organization in its efforts to promote the City is to organize site inspections and other promotional events with a variety of potential visiting groups. These groups are introduced by the Organization's staff to the various hotels, restaurants, and other local businesses involved in the tourism industry in Newport Beach. All businesses visited are also sponsors of the Organization. Many of the Organization's sponsors contribute materials, such as meals and rooms, in connection with this program. During the years ended June 30, 2025 and 2024, the Organization determined there were no significant contributed materials and services.

Income Tax Status: The Organization qualifies as a tax-exempt organization for Federal income taxes under Section 501(c)(6) of the United States Internal Revenue Code and for California state income taxes under Section 23701(d) of the California Revenue and Taxation Code; therefore, the Organization has no provision for federal or state income taxes. During the years ended June 30, 2025 and 2024, the Organization had no unrelated business income.

The Organization annually evaluates tax positions as part of the preparation of its exempt tax return. This process includes an analysis of whether tax positions the Organization takes with regard to a particular item of income or deduction would meet the definition of an uncertain tax position under current accounting guidance. The Organization believes its tax positions are appropriate based on current facts and circumstances. The Organization's policy is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. At June 30, 2025 and 2024, the Organization did not have any unrecognized tax benefits.

The Organization is no longer subject to U.S. federal, state or local income tax examinations by tax authorities for years before 2021.

Allocated Expenses: The costs of providing program activities and supporting services have been summarized on a functional basis in Note 5. The Organization incurs expenses that directly relate to, and can be assigned to, a specific program or supporting activity. The Organization also conducts a number of activities which benefit both its program objectives as well as supporting services. These costs, which are not specifically attributable to a specific program or supporting activity, are allocated by management on a consistent basis among program and supporting services benefited, based on either financial or nonfinancial data, such as headcount, occupancy or estimates of time and effort incurred by personnel

Subsequent Events: The Organization has evaluated subsequent events through September 23, 2025, the date which the financial statements were available to be issued. Based upon its evaluation, management has determined that no subsequent events have occurred that would require recognition in the accompanying financial statements or disclosure in the notes thereto except as disclosed herein.

(Continued)

NOTE 3 – LIQUIDITY AND AVAILABILITY

At June 30, 2025, the Organization has $5,031,052 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash and cash equivalents of $5,028,643 and accounts receivable of $2,409. At June 30, 2024, the Organization had $3,441,031 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash and cash equivalents of $1,217,431, short-term investments of $2,222,415, and accounts receivable of $1,185. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position. The Organization has a goal to maintain financial assets (which consist of cash, cash equivalents and short-term investments) to meet 180 days of operating expenses, which calculates to a minimum goal of approximately $3,300,000 and $3,600,000 as of June 30, 2025 and 2024, respectively. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Organization invests cash in excess of daily requirements in various short-term treasury instruments and certificates of deposit.

Funding for the Organization is dependent on the hotel room nights booked in certain City hotels each year and the subsequent portion of the TOT that is allocated through the City to the Organization. Annual revenue fluctuates depending on annual visitors to Newport Beach. As a result, the Organization closely monitors the monthly projected and received revenue to determine if any change needs to be made to budgeted annual expenditures.

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following at June 30:

	2025	2024
Computer equipment	$ 8,691	$ 13,405
Office furniture and fixtures	41,419	22,109
Leasehold improvements	22,012	-
	72,122	35,514
Less: accumulated depreciation and amortization	-	(32,888)
	$ 72,122	$ 2,626

Depreciation expense totaled $0 and $24,185 for the years ended June 30, 2025 and 2024, respectively. The Organization did not record depreciation expense during the year ended June 30, 2025, because property and equipment was transferred from NB & Co. on June 30, 2025 (see Note 8).

(Continued)

NOTE 5 – SCHEDULES OF FUNCTIONAL EXPENSES

The schedules of functional expenses for the years ended June 30, 2025 and 2024 are as follows:

	2025		
	Program Activities	General and Administrative	Total
Salaries and benefits:			
Salaries	$ -	$ -	$ -
Payroll taxes and employee benefits	-	-	-
Total salaries and benefits	-	-	-
Other expense			
Marketing	5,848,305	730,416	6,578,721
	$ 5,848,305	$ 730,416	$ 6,578,721

	2024		
	Program Activities	General and Administrative	Total
Salaries and benefits:			
Salaries	$ 709,244	$ 199,086	$ 908,330
Payroll taxes and employee benefits	197,545	68,010	265,555
Total salaries and benefits	906,789	267,096	1,173,885
Other expense			
Marketing	8,942,056	610,635	9,552,691
Office lease	96,071	32,024	128,095
Repairs and maintenance	944	1,251	2,195
Insurance	-	2,518	2,518
Office supplies	3,512	3,121	6,633
Equipment and equipment rental	30,312	23,482	53,794
Postage and other dues and fees	82,804	2,204	85,008
Meeting and education	4,742	7,414	12,156
Professional fees and services	-	82,477	82,477
Depreciation and amortization	-	24,185	24,185
Travel and related	18,522	-	18,522
	$ 10,085,752	$ 1,056,407	$ 11,142,159

(Continued)

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Lease Agreements: The Organization has operating leases for office space and office equipment rentals.

In May 2022, NB & Co. entered into a lease for its facility. Upon the dissolution of NB&Co. on June 30, 2025, the lease was formally transferred to the Organization. Under the lease, rent is payable at approximately $33,000 to $41,000 per month and expires in September 2029. The lease contains a five-year extension option at the end of the lease term. In addition, the Organization has a lease for office equipment with monthly payments of approximately $500 through January 2026. As a result of the transfer of the lease at June 30, 2025, the Organization recorded operating right-of-use assets of $1,655,822 and corresponding operating lease liabilities of $1,782,933 (see Note 8).

The operating leases in place do not contain information to determine the rate implicit in the leases. As such, the Organization utilized the risk-free discount rate based on the assumed remaining lease term for the leases to calculate the present value of the remaining lease payments. At June 30, 2025, the weighted-average discount rate and the weighted average remaining lease term for the operating leases held by the Organization was 5% and 4.2 years, respectively.

There were no lease-related expenses recognized by the Organization in fiscal year 2025, as its obligations were transferred only at year-end and no rent payments were made by the Organization during the period.

Future minimum lease payments under non-cancelable operating leases at June 30, 2025 are approximately as follows:

Years Ending June 30,	
2026	$ 443,000
2027	455,000
2028	471,000
2029	487,000
2030	123,000
Total future minimum sublease payments	1,979,000
Less: imputed interest payments	(196,067)
Total operating lease liabilities	1,782,933
Less: current portion	(363,900)
	$ 1,419,033

(Continued)

NOTE 6 – COMMITMENTS AND CONTINGENCIES (Continued)

Sublessor Agreements: As a result of NB &Co.'s dissolution at June 30, 2025, the lease was transferred to the Organization, with MAP maintaining the sublease for 58% of the leased space. The Organization recorded deferred sublease income of $73,724 at June 30, 2025, which is included in the accompanying statement of financial position. As the lease was transferred to the Organization at June 30, 2025, no sublease income was recorded and no cash was received by the Organization during 2025 since the Organization did not hold the rights and obligations of said lease until June 30, 2025.

Future minimum sublease payments to be collected under non-cancelable operating subleases at June 30, 2025 are approximately as follows:

Years Ending June 30,	
2026	$ 255,000
2027	264,000
2028	273,000
2029	283,000
2030	71,000
Total future minimum sublease payments	$ 1,146,000

Sublease income will be recognized on a straight-line basis over the remaining term of the sublease.

Sublessee Agreements: In May 2022, the Organization entered into an operating sublease agreement with NB & Co. for half of its leased space. In February 2024, NB & Co. entered into a new sublease agreement with Meetings Assessment Partnership ("MAP"), a related party, to assign the sublease previously agreed to with the Organization. NB & Co. also had a deemed sublease with the Organization for office equipment which was also assigned to MAP. During the year ended June 30, 2024, cash paid to NB & Co. under the sublease obligation totaled $120,625. For the year ended June 30, 2024, operating sublease costs totaled $129,747 which was recorded in other expenses in the accompanying statement of activities.

Commitments: The Organization also has several commitments for databases and services regarding marketing, promotion and other contracts ranging from approximately $1,300 to $17,000 per month over various terms with 12 or 24 months or less remaining at June 30, 2025. From these commitments, the Organization incurred approximately $349,000 and $544,000 of expenses for the years ended June 30, 2025 and 2024, respectively, which are recorded in marketing expenses in the accompanying statements of activities.

Under the TOT Agreement, the Organization had a commitment to contribute $150,000 annually to the City to be spent on programs or activities that benefit the public. The Organization recorded marketing expense of $75,000 and $150,000, respectively, for the years ended June 30, 2025 and 2024 under this commitment. Due to the rights of termination per the TOT Agreement, these commitments were considered due each June and December. This public benefit funding requirement was not carried forward into the new TOT agreement effective January 1, 2025, and no equivalent obligation exists under the updated terms.

(Continued)

NOTE 6 – COMMITMENTS AND CONTINGENCIES (Continued)

Indemnities: The Organization has made certain indemnities, under which it may be required to make payments to an indemnified party, in relation to certain actions or transactions. The Organization indemnifies its directors, officers, employees and agents, as permitted under the laws of the State of California. Pursuant to both the TOT agreement in effect through December 31, 2024, and the new TOT agreement effective January 1, 2025, the Organization also indemnifies the City and all of its related boards, councils, officers, employees, and volunteers from claims related to the conduct of the Organization or any of its officers, employees, or associated individuals. The duration of the indemnities varies and is generally tied to the life of the agreement. These indemnities do not provide for any limitation of the maximum potential future payments the Organization could be obligated to make. Historically, the Organization has not been obligated nor incurred any payments for these obligations and, therefore, no liabilities have been recorded for these indemnities in the accompanying statements of financial position.

NOTE 7 – RETIREMENT PLAN

The Organization has a 401(k) retirement plan (the "Plan") covering all eligible employees. The Plan provides for voluntary employer contributions. The total Plan expense during the years ended June 30, 2025 and 2024 was approximately $0 and $70,000, respectively, and is included in salaries and benefit expenses in the accompanying statements of activities.

NOTE 8 – RELATED PARTY TRANSACTIONS

During the years ended June 30, 2025 and 2024, the Organization had transactions with related parties that are also non-profit organizations as summarized below.

NB & Co. was related through the sharing of management and administrative employees between entities, common board members, and the service agreement discussed below. MAP is related through the TBID business that was transferred from the Organization.

NB & Co. specialized in marketing and promotion services that promoted economic development with the City. Pursuant to an Agreement for Services ("Agreement") dated April 1, 2013, the Organization appointed NB & Co. as an exclusive provider of services that the Organization needed to carry out its mission and obligations to the City. In consideration for these services, the Organization agreed to pay NB & Co. annual fees totaling $0 and $63,000, respectively, for the years ended June 30, 2025 and 2024. The Organization also agreed to reimburse NB & Co. for all reasonable expenses incurred by it in carrying out its duties to the Organization, including sublease rent and related facility costs, payroll and related benefits, and other direct marketing costs. For the years ended June 30, 2025 and 2024, the Organization incurred $ 2,117,563 and $1,765,755, respectively, from NB & Co. for these costs, which are recorded in marketing expenses in the accompanying statements of activities. NB & Co.'s costs for the years ended June 30, 2025 and 2024 were broken out as follows: $0 and $50,427, respectively, of direct marketing, $1,614,833 and $1,319,260, respectively, of salaries and benefits, and $502,730 and $396,068 respectively, of other (including rent and related facility costs). The Agreement expired on June 30, 2025.

In addition, payroll and related expenses from shared employees employed under NB & Co. are allocated to the Organization. During the year ended June 30, 2025, there were no shared employees. During the year ended June 30, 2024, payroll and related expenses of $ 279,885 were allocated to the Organization.

(Continued)

NOTE 8 – RELATED PARTY TRANSACTIONS (Continued)

As of June 30, 2025 and 2024, the Organization has net related-party payables to NB & Co. of $0 and $102,263, respectively, in the accompanying statements of financial position. As of June 30, 2025 and 2024, the Organization has net related-party receivables from MAP of $54,280 and $22,645, respectively, in the accompanying statements of financial position. These amounts do not bear interest, are not collateralized, and have no stated repayment terms.

During fiscal year 2025, the Organization engaged a vendor, in which an Organization Board member holds an ownership interest, to provide event planning and coordination services. The total cost of these services was $52,900, of which $26,450 was allocated to the Organization in connection with the event and recorded in marketing expenses in the accompanying statement of activities. These transactions were conducted in the ordinary course of business and were reviewed in accordance with the Organization's related-party policies.

Upon the expiration of the Agreement at June 30, 2025, all assets and liabilities of NB & Co. were transferred to the Organization at their historical cost basis as the entities were related parties, as follows:

Cash and cash equivalents	$ 23,512
Deposits and other assets	25,000
Property and equipment, net	72,122
Website development costs, net	58,976
Operating lease of right-of-use assets, net	1,655,822
Deferred sublease income	73,724
Operating lease obligations	(1,782,933)
Accrued payroll and related expenses	(126,223)
	$ -

ATTACHMENT B

NEWPORT BEACH & COMPANY
(A NON-PROFIT ORGANIZATION)

FINANCIAL STATEMENTS
June 30, 2025 and 2024

NEWPORT BEACH & COMPANY
(A NON-PROFIT ORGANIZATION)

FINANCIAL STATEMENTS
June 30, 2025 and 2024

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Newport Beach & Company
Newport Beach, California

Opinion

We have audited the accompanying financial statements of Newport Beach & Company, which comprise the statements of activities as of June 30, 2025 and 2024, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Newport Beach & Company as of June 30, 2025 and 2024, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Newport Beach & Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the financial statements, Newport Beach & Company ceased operations as of June 30, 2025, and transferred all of its net assets and operations to a related party. Our opinion is not modified with respect to this matter.

Other Matter

As discussed in Note 8 to the financial statements, Newport Beach & Company has significant transactions with related non-profit organizations. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

(Continued)

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Newport Beach & Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Newport Beach & Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Newport Beach & Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Crowe LLP

Crowe LLP

Costa Mesa, California
September 23, 2025

NEWPORT BEACH & COMPANY
(A NON-PROFIT ORGANIZATION)
STATEMENTS OF FINANCIAL POSITION
June 30, 2025 and 2024

	2025	2024
ASSETS		
Current assets:		
Cash	$ -	$ 238,034
Accounts receivable	-	11,796
Related-party receivables, net	-	152,919
Prepaid expenses and other current assets	-	99,785
Total current assets	-	502,534
Operating lease right-of-use assets, net	-	1,999,694
Deferred sublease income	-	58,578
Property and equipment, net	-	97,753
Other	-	25,000
	$ -	$ 2,683,559
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	$ -	$ 14,188
Accrued expenses	-	258,176
Accrued payroll and related expenses	-	157,671
Current portion of operating lease liabilities	-	340,867
Current portion of deferred compensation	-	25,000
Total current liabilities	-	795,902
Operating lease liabilities, net of current portion	-	1,775,982
Deferred compensation, net of current portion	-	25,000
Total liabilities	-	2,596,884
Net assets without donor restrictions	-	86,675
	$ -	$ 2,683,559

See accompanying notes to financial statements.

NEWPORT BEACH & COMPANY
(A NON-PROFIT ORGANIZATION)
STATEMENTS OF ACTIVITIES
Years ended June 30, 2025 and 2024

	2025	2024
Support and revenues:		
Service fees from related parties	$ 2,225,563	$ 1,873,755
Sublease income	185,003	220,242
Community marketing income	36,030	114,222
Total support and revenues	2,446,596	2,208,219
Expenses:		
Marketing	-	117,237
Salaries and benefits	1,727,461	1,326,496
Other	760,817	718,451
Depreciation and amortization	44,993	35,181
Total expenses	2,533,271	2,197,365
(Decrease) increase in net assets without donor restrictions	(86,675)	10,854
Net assets without donor restrictions, beginning of year	86,675	75,821
Net assets without donor restrictions, end of year	$ -	$ 86,675

See accompanying notes to financial statements.

NEWPORT BEACH & COMPANY
(A NON-PROFIT ORGANIZATION)
STATEMENTS OF CASH FLOWS
Years ended June 30, 2025 and 2024

	2025	2024
Cash flows from operating activities:		
Change in net assets without donor restrictions	$ (86,675)	$ 10,854
Adjustments to reconcile change in net assets without donor restrictions to net cash (used in) provided by operating activities:		
Depreciation and amortization	44,993	35,181
Noncash lease expense	343,872	327,904
Changes in operating assets and liabilities, net of assets transferred to VNB:		
Accounts receivable	11,796	(537)
Related-party receivables/payables, net	74,581	47,018
Prepaid expenses and other	99,785	5,453
Deferred sublease income	(15,146)	(12,226)
Accounts payable	(14,188)	653
Accrued expenses	(258,176)	77,484
Accrued payroll and related expenses	(31,448)	28,095
Deferred compensation	(50,000)	(25,000)
Operating lease liabilities	(333,916)	(303,453)
Net cash (used in) provided by operating activities	(214,522)	191,426
Cash flows from investing activities:		
Purchases of property and equipment	-	(1,061)
Cash paid to VNB upon dissolution	(23,512)	-
Net cash used in investing activities	(23,512)	(1,061)
Net change in cash	(238,034)	190,365
Cash at beginning of year	238,034	47,669
Cash at end of year	$ -	$ 238,034

See Note 1 for the effect of the transfer of net assets at June 30, 2025 to VNB.

See accompanying notes to financial statements.

NOTE 1 – ORGANIZATION

Nature of Operations: Newport Beach & Company (the "Organization") was a non-profit organization formed under the laws of the State of California in 2013. The Organization specialized in marketing and promotion services related to enhancing the economic development for the City of Newport Beach (the "City"). Pursuant to an Agreement for services ("Agreement") dated April 1, 2013, Visit Newport Beach Inc. ("VNB"), a related party entity, appointed the Organization as an exclusive provider of services that VNB needed to carry out its mission and obligations to the City. The Agreement expired on June 30, 2025.

On June 30, 2025, the Company formally dissolved in accordance with the applicable state laws. As a result, all business operations ceased on that date. Upon dissolution, all assets and liabilities were transferred to VNB. VNB will continue the operational activity of the Organization, including assuming the lease and hiring all of the employees, among other items. The transferred assets and liabilities included the following:

Cash and cash equivalents	$ 23,512
Deposits and other assets	25,000
Property and equipment, net	72,122
Website development costs, net	58,976
Operating lease of right-of-use assets, net	1,655,822
Deferred sublease income	73,724
Operating lease obligations	(1,782,933)
Accrued payroll and related expenses	(126,223)
	$ -

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Without donor restrictions – Net assets that are not subject to donor-imposed stipulations. These assets are available to support the Organization's general activities and operations at the discretion of the Board of Directors.

With donor restrictions – Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that such resources be maintained in perpetuity. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As of and for the years ended June 30, 2025 and 2024, the Organization had no net assets with donor restrictions.

Use of Estimates: The preparation of financial statements requires the Organization to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Organization's management included, but were not limited to, the collectability of receivables, recoverability of long-lived assets, the allocation of expenses to program activities and general and administrative, and lease assumptions, including discount rates and lease terms. Actual results may differ from those estimates.

Cash and Cash Equivalents: The Organization considered all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents. The Organization maintained its cash balances at various financial institutions. The total cash balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per institution. The Organization periodically reviewed the quality of the financial institutions it had deposits with to minimize risk of loss. To date, no losses were incurred.

Accounts Receivable: Accounts receivable were carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts at year end. Management determined the allowance for doubtful accounts by identifying troubled accounts based on current and historical experience and reasonable and supportable forecasts. At June 30, 2024, the Organization considered its accounts receivable to be fully collectible and accordingly did not record an allowance for doubtful accounts and no customer accounted for more than 10% of the Organization's total accounts receivable balance.

Property and Equipment: Property and equipment were stated at cost. Donated assets were recorded at their fair market value when received. The cost of purchased assets or fair market value of donated assets were depreciated using the straight-line method over the estimated useful lives of the related assets which range from three to seven years. Leasehold improvements were amortized over the lesser of their estimated useful lives or the related lease term. Maintenance and repairs were charged to expense as incurred. Significant renewals and betterments were capitalized.

It was the Organization's policy to capitalize property and equipment over $1,500. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation or amortization were removed from the accounts and any resulting gain or loss was reflected in the statements of activities.

Deferred Compensation: Deferred compensation represented a commitment to make annual $25,000 annuity payments through 2026 to a member of the Organization's management. As of June 30, 2025, the balance was $0 since it was transferred to VNB upon dissolution of the Organization. As of June 30, 2024, $50,000 was due. Payments due within one year were classified under prepaid expenses and other current assets and current liabilities; all other amounts were classified as non-current assets and non-current liabilities.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases: At the inception of a contract, the Organization determined if the arrangement was, or contained, a lease. Operating lease right-of-use (ROU) assets represented the Organization's right to use an underlying asset for the lease term, and lease liabilities represented its obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities were recognized at commencement date based on the present value of the future minimum lease payments over the lease term calculated using the risk-free rate commensurate with the term of the ROU asset.

ROU assets also include any lease payments made at or before lease commencement and exclude any lease incentives received. The lease terms may include options to extend the lease when it is reasonably certain that the Organization will exercise that option. Leases with a term of 12 months or less were not recognized in the balance sheet. Rent expense was recognized on a straight-line basis over the lease term.

The Organization accounted for lease and non-lease components as separate lease components for all its leases.

Impairment of Long-Lived Assets: The Organization evaluated long-lived assets for impairment whenever events or changes in circumstances indicated that the carrying value of an asset may not be recoverable. If the estimated future cash flows (undiscounted and without interest charges) from the use of an asset were less than the carrying value, a write-down would be recorded to reduce the related asset to its estimated fair value. At June 30, 2024, the Organization's management believes there was no impairment of its long-lived assets.

Support and Revenues: The Organization's service fee revenues, sublease income, and community marketing income were considered revenue under ASC 606, *Revenue from Contracts with Customers*. Service fee revenues were recognized upon performance of services for related parties. Sublease income was recognized on a straight-line basis over the lease term. Revenue from community marketing was recognized when the related marketing service was completed.

The Organization applied the following steps to recognize revenue related to ASC 606:

1. Identify the contract with a customer
2. Identify the performance obligations in the contract
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations
5. Determine the satisfaction of performance obligations

Contributed Materials and Services: Donated materials and other noncash contributions (if any) were reflected in the accompanying financial statements at their estimated fair market values at date of receipt. Contributions of services were recognized if the services received created or enhanced nonfinancial assets or required specialized skills, were provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Other volunteer services that did not meet these criteria were not recognized in the financial statements as there was no objective basis of deriving their value.

During the years ended June 30, 2025 and 2024, the Organization did not have significant contributed materials and services.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Tax Status: The Organization qualified as a tax-exempt organization for Federal income taxes under Section 501(c)(6) of the United States Internal Revenue Code and for California state income taxes under Section 23701(d) of the California Revenue and Taxation Code; therefore, the Organization had no provision for federal or state income taxes. During the years ended June 30, 2025 and 2024, the Organization had no unrelated business income. The Organization annually evaluated tax positions as part of the preparation of its exempt tax return. This process included an analysis of whether tax positions the Organization takes with regard to a particular item of income or deduction would meet the definition of an uncertain tax position under current accounting guidance. The Organization believes its tax positions were appropriate based on current facts and circumstances. The Organization's policy was to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. At June 30, 2025 and 2024, the Organization did not have any unrecognized tax benefits.

The Organization is no longer subject to income tax examinations by tax authorities for years before 2021.

Allocated Expenses: The costs of providing program activities and supporting services have been summarized on a functional basis in Note 5. The Organization incurred expenses that directly related to, and could be assigned to, a specific program or supporting activity. The Organization also conducted a number of activities which benefited both its program objectives as well as supporting services. These costs, which were not specifically attributable to a specific program or supporting activity, were allocated by management on a consistent basis among program and supporting services benefited, based on either financial or nonfinancial data, such as headcount, occupancy or estimates of time and effort incurred by personnel.

Subsequent Events: The Organization has evaluated subsequent events through September 23, 2025, the date which the financial statements were available to be issued. Based upon its evaluation, management has determined that no subsequent events have occurred that would require recognition in the accompanying financial statements or disclosure in the notes thereto except as disclosed herein.

NOTE 3 – LIQUIDITY AND AVAILABILITY

At June 30, 2025, the Organization has $0 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures. At June 30, 2024, the Organization had $249,830 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash of $238,034 and accounts receivable of $11,796. None of the financial assets were subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position. The Organization had a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations came due.

Funding for the Organization was dependent on funding received from related parties (see Note 8) and revenue generated through marketing efforts. As a result, the Organization closely monitored the monthly projected and collected revenue to determine if any changes needed to be made to budgeted annual expenditures.

(Continued)

NOTE 4 – PROPERTY AND EQUIPMENT

All the Organization's property and equipment were transferred to VNB as of June 30, 2025 (see Note 1). Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 37,289
Computer equipment	114,933
Office furniture and fixtures	103,346
	255,568
Less accumulated depreciation and amortization	(157,815)
	$ 97,753

NOTE 5 – SCHEDULE OF FUNCTIONAL EXPENSES

The schedules of functional expenses for the years ended June 30, 2025 and 2024 are as follows:

	2025		
	Program Activities	General and Administrative	Total
Salaries and benefits:			
Salaries	$ 1,006,423	$ 339,845	$ 1,346,268
Payroll taxes and employee benefits	264,147	117,044	381,191
Total salaries and benefits	1,270,570	456,889	1,727,459
Other expenses:			
Office lease	289,431	96,477	385,908
Repairs and maintenance	3,806	27,422	31,228
Insurance	-	14,806	14,806
Office supplies	2,906	10,722	13,628
Equipment and equipment rental	24,833	46,165	70,998
Postage and fees	81,282	19,967	101,249
Meeting and education	3,460	21,025	24,485
Professional fees and services	-	99,423	99,423
Depreciation and amortization	-	44,993	44,993
Travel and related expenses	18,110	984	19,094
Total functional expenses	$ 1,694,398	$ 838,873	$ 2,533,271

(Continued)

NOTE 5 – SCHEDULE OF FUNCTIONAL EXPENSES (Continued)

	2024		
	Program Activities	General and Administrative	Total
Salaries and benefits:			
Salaries	$ 786,783	$ 231,766	$ 1,018,549
Payroll taxes and employee benefits	205,719	102,228	307,947
Total salaries and benefits	992,502	333,994	1,326,496
Other expenses:			
Marketing	117,095	142	117,237
Office lease	329,854	109,952	439,805
Repairs and maintenance	4,576	27,445	32,021
Insurance	-	3,982	3,982
Office supplies	2,816	10,417	13,233
Equipment and equipment rental	19,824	39,839	59,663
Postage and fees	25,678	11,170	36,848
Meeting and education	8,030	55,070	63,100
Professional fees and services	-	40,204	40,204
Depreciation and amortization	-	35,181	35,181
Travel and related expenses	28,914	681	29,595
Total functional expenses	$ 1,529,289	$ 668,077	$ 2,197,365

NOTE 6 – COMMITMENTS AND CONTINGENCIES

In connection with the Organization's dissolution as of June 30, 2025, all rights and obligations related to office and equipment leases, as well as sublease agreements, were transferred to VNB. As a result, the Organization had no remaining lease or sublease commitments as of the liquidation date.

Lease Agreements: In May 2022, the Organization entered into a lease for its facility. Under the lease, rent was payable at approximately $33,000 to $41,000 per month and expires in September 2029. The lease contained a five-year extension option at the end of the lease term. In addition, the Organization had a lease for office equipment with monthly payments of approximately $500 through January 2026.

The operating leases in place did not contain information to determine the rate implicit in the leases. As such, the Organization utilized the risk-free discount rate based on the assumed remaining lease term for the leases to calculate the present value of the remaining lease payments. At June 30, 2024, the weighted-average discount rate and the weighted average remaining lease term for the operating leases held by the Organization were 5% and 5.2 years, respectively.

During the years ended June 30, 2025 and 2024, cash paid for amounts included for the operating lease liabilities totaled $430,527 and $416,034, respectively.

(Continued)

NOTE 6 – COMMITMENTS AND CONTINGENCIES (Continued)

The components of lease cost for the years ended June 30, 2025 and 2024 were as follows:

	2025	2024
Operating lease cost	$ 440,484	$ 440,484
Variable lease cost, including property taxes, insurance and maintenance	2,131	2,109
Total lease cost	$ 442,615	$ 442,593

Total lease cost was included in other expenses in the accompanying statements of activities.

Sublease Agreements: In May 2022, the Organization entered into an operating sublease agreement with VNB, for half of its leased space. In February 2024, the Organization entered into a new sublease agreement with Meetings Assessment Partnership (MAP), a related party, to assign the sublease previously agreed to with VNB. The Organization also had a deemed sublease with VNB for office equipment which was also assigned to MAP. The Organization has recorded deferred sublease income of $0 and $58,578 as of June 30, 2025 and 2024, respectively, which is included in the accompanying statement of financial position. During the years ended June 30, 2025 and 2024, cash received from the related-party sublessee totaled $249,706 and $208,017, respectively, and the Organization recorded sublease income of $185,003 and $220,242, respectively, in the accompanying statements of financial position.

Indemnities: The Organization had entered into various indemnification agreements in the normal course of operations, including indemnities provided to its directors, officers, employees, agents, and landlords. These indemnities, permitted under California law, survive the dissolution of the Organization. Although these indemnities do not provide for a limitation on the maximum potential future payments, management is not aware of any existing claims or circumstances that would require the Organization to make such payments. Accordingly, no liabilities related to these indemnities have been recorded in the accompanying statements of financial position.

NOTE 7 – RETIREMENT PLAN

Prior to dissolution, the Organization sponsored a defined contribution 401(k) retirement plan covering eligible employees. The plan allowed for discretionary employer contributions, which totaled approximately $86,000 and $63,000 for the years ended June 30, 2025 and 2024, respectively, which is recorded in salaries and benefits expenses in the accompanying statements of activities.

NOTE 8 – RELATED-PARTY TRANSACTIONS

During the years ended June 30, 2025 and 2024, the Organization had transactions with related parties that are also non-profit organizations.

VNB and MAP are related through the sharing of management and administrative employees between entities and the service agreements discussed below. VNB is also related through common board members.

(Continued)

NOTE 8 – RELATED-PARTY TRANSACTIONS (Continued)

VNB initiates, sponsors, promotes and carries out plans, policies and activities to attract conferences and visitors to the City. Pursuant to the Agreement, VNB agreed to pay fees to the Organization totaling $0 and $63,000, respectively, for the years ended June 30, 2025 and 2024. VNB also agreed to reimburse the Organization for all reasonable expenses incurred by it in carrying out its duties to VNB, including rent and related facility costs, payroll and related benefits, and other direct marketing costs. For the years ended June 30, 2025 and 2024, the Organization billed $2,117,563 and $1,765,755, respectively, to VNB for these fees and costs, which are recorded as service fees from related parties in the accompanying statements of activities.

MAP works to improve business conditions and the business environment for tourism for member hotels in the City through the provision of marketing, sales, and special events programs, along with various other initiatives directly to promoting tourism and its associated activities. Pursuant to an Agreement for Services ("MAP Agreement") dated June 17, 2024, the Organization was appointed by MAP, effective February 1, 2024, as a consultant MAP requires to carry out its mission and obligations to the City. The MAP Agreement, as amended, expired on June 30, 2025. In consideration for these services, MAP agreed to pay quarterly fees of $27,000 during the term of the Agreement. MAP paid fees totaling $108,000 and $45,000 for the years ended June 30, 2025 and 2024, respectively, which are recorded as service fees from related parties in the accompanying statement of activities.

In addition, payroll and related expenses from shared employees employed by the Organization were allocated to VNB and MAP. During the years ended June 30, 2025 and 2024, payroll and related expenses of $0 and $279,885, respectively, were allocated to VNB. During the years ended June 30, 2025 and 2024, payroll and related expenses of $539,367 and $226,695, respectively, were allocated to MAP.

As of June 30, 2025 and 2024, the Organization had related-party receivables from VNB of $0 and $102,263, respectively, in the accompanying statements of financial position. As of June 30, 2025 and 2024, the Organization had related-party receivables from MAP of $0 and $50,656, respectively, in the accompanying statements of financial position. These amounts do not bear interest, are not collateralized and have no stated repayment terms.

Crowe LLP
Independent Member Crowe Global

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Directors
Visit Newport Beach Inc.

We have examined management of Visit Newport Beach Inc.'s assertion, included in the accompanying Management Statement Regarding Compliance With Certain Provisions of the Agreement Between the City of Newport Beach and Visit Newport Beach Inc. for Tourism Promotion, Branding, and Marketing Services, that Visit Newport Beach Inc. (the "Organization") complied with the provisions in Exhibit A of the Agreement Between the City of Newport Beach and Visit Newport Beach Inc. for Tourism Promotion, Branding, and Marketing Services (the "Agreement") regarding the attached 2025 Expenditures Report, summarizing the expenditures of funds received pursuant to the Agreement during the period July 1, 2024 to June 30, 2025. The Organization's management is responsible for its assertion. Our responsibility is to express an opinion on management's assertion about Visit Newport Beach Inc.'s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on Visit Newport Beach Inc.'s compliance with the specified requirements.

In our opinion, management's assertion that Visit Newport Beach Inc. complied with the provisions of Exhibit A of the Agreement regarding the attached 2025 Expenditures Report for the year ended June 30, 2025, is fairly stated, in all material respects.

This report is intended solely for the information and use of Visit Newport Beach Inc. and the City of Newport Beach and is not intended to be and should not be used by anyone other than the specified parties.

Crowe LLP

Crowe LLP

Costa Mesa, California
September 23, 2025

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VISIT NEWPORT BEACH CALIFORNIA

Management Statement Regarding Compliance With Certain Provisions of the Agreement Between the City of Newport Beach and Visit Newport Beach Inc. for Tourism Promotion, Branding, and Marketing Services

We, as members of management of Visit Newport Beach Inc. (the "Organization"), are responsible for complying with the provisions of Exhibit A of the Agreement Between the City of Newport Beach and Visit Newport Beach Inc. (collectively, the "Parties") for Tourism Promotion, Branding, and Marketing Services (the "Agreement") in that funds received by the Organization pursuant to this Agreement were expended in accordance with this Agreement. We are responsible for establishing and maintaining effective internal controls over compliance with the provisions of Exhibit A of the Agreement. We have performed an evaluation of the Organization's compliance with the provisions of Exhibit A of the Agreement regarding funds expended during the year ended June 30, 2025, as summarized in the attached 2025 Expenditures Report. Based on this evaluation, we assert that the Organization was in compliance with the provisions of Exhibit A of the Agreement as described below:

Exhibit A of the Agreement requires the Organization to "develop, plan, carry out, and supervise a program to market and promote the Newport Beach brand and to promote tourism in, and serve the needs of, visitors to Newport Beach and thereby drive up the amount of TOT collected and improve the overall tourism business and commerce throughout the City ('Services'). Services shall, at a minimum, include the following:

- The maintenance of suitable office space and the employment of competent personnel to properly carry out promotional, branding, and marketing duties;
- The creation of marketing materials and information to promote tourism and inform prospective visitors of the recreational activities, cultural assets, shopping and dining opportunities, night-time stay opportunities, and natural beauty of Newport Beach. These materials may include, but are not limited to, website and digital content, brochures, publications, guides, online promotions, social media campaigns and various forms of print and digital advertising;
- The dissemination of information described in this section by way of print and digital media, including direct mail, publications, social media, websites, mobile applications, direct digital advertising , events or other means of distribution;
- The development and implementation of specific marketing programs designed to increase awareness of the Newport Beach brand and to increase business and visitor trade in Newport Beach; and
- Any additional services as may be proposed by the City from time to time, subject to mutual agreement of the Parties, which are consistent with the promotion of tourism and the Newport Beach brand."

Visit Newport Beach Inc.

Signed by:
By Gary Sherwin
24CB2F7F57ED4AE...
Gary Sherwin
President/CEO

DocuSigned by:
By Lily Pearson
2CB8219A31DA4B0...
Lily Pearson
CFO

VISIT NEWPORT BEACH CALIFORNIA

VISIT NEWPORT BEACH, INC.

2025 Expenditures Report

		July 1, 2024 - June 30, 2025
	2025 Expenses	
	Advertising Expenses	
	66101 - Advertising	$ 1,286,016
	66121 - Promotional Gift Cards	1,875
	66202 - Creative Production	373,887
	67101 - Research	271,970
	Total Advertising Expenses	**1,933,748**
	Marketing Expenses	
	Community Relations	
A	66212 - Community Sponsorships	90,325
	67104 - Annual Marketing Outlook Event	-
	67105 - Awards	4,320
	67107 - Promotional Items	42,426
	67108 - Company-Sponsored Events	-
	67111 - Community Partnerships	137,461
	Total Community Relations	**274,532**
	Event Marketing	
	67102 - Christmas Boat Parade	176,244
	67103 - Community Partner Events	512,109
	Total Event Marketing	**688,353**
	Marketing Collateral	
	67309 - Business Plan	2,405
	67311 - Collateral Production Expenses	3,642
	Total Marketing Collateral	**6,047**
	Digital Marketing	
	67501 - Social Media	106,965
	67502 - Website Maintenance	23,976
	67503 - SEO/SEM	120,570
	67508 - Website Redesign Expenses	-
	66211 - CRM Maintenance & Platform Subscrip	25,917
	Total Digital Marketing	**277,428**
	Communications/Public Relations	
	67601 - PR Agency/Tracking/Copywriting	233,807
	67602 - Media FAM Tours	56,278
	67605 - Media Opportunities	35,637
	67607 - Media Relations	2,105
	Total Communications/Public Relations	**327,827**
	Total Marketing Expenses	**1,574,187**
	International Marketing Initiatives	
	67401 - International Brand Activations	26,909
	67402 - International FAM Tours	8,059
	67404 - International Trade Shows	20,633
	67405 - International Airfare	47,420
	67406 - International Accommodations	48,654
	67407 - International Meals	2,273
	67408 - International Transportation Costs	4,351
	67409 - International Other Travel Costs	308
	67410 - International Business Meals/Entertain	201
	67411 - International Promotional Items	1,509
	67412 - International Brand Events	663,113
	Total International Marketing Initiatives	**823,430**
	NB&Company Fees	
B	68001 - NB&Co Fees	2,117,563
	Total NB&Company Fees	**2,117,563**
	Direct Sales Initiatives	
	Sponsorships	
	66232 - Hosted Industry Events	129,793
	Total Sponsorships	**129,793**

VISIT NEWPORT BEACH, INC.

2025 Expenditures Report

	July 1, 2024 - June 30, 2025
Total Direct Sales Initiatives	**129,793**
Total Expenses	**6,578,721**
Other Expenditures:	
Fixed asset additions capitalized	-
Website development costs capitalized	-
Change in other prepaid expenses and current liabilities, net	(253,557)
	(253,557)
	$ 6,325,164

NOTES:

A Included in this account are expenditures for or contributions to special events and not-for-profit organizations in Newport Beach as follows:

Vendor	Event	Amount
City of Newport Beach	Program Sponsorships	$ 75,000
		$ 75,000

B Consist of reimbursements for costs incurred by Newport Beach & Company as follows:

Class of Expense	Amount
Salaries/Benefits	$ 1,614,833
G & A Overhead	502,730
	$ 2,117,563

NEWPORT BEACH PLANNING COMMISSION AGENDA
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, OCTOBER 9, 2025
REGULAR MEETING – 6:00 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the Planning Commission. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.

V. REQUEST FOR CONTINUANCES

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF SEPTEMBER 18, 2025

Recommended Action: Approve and file

VII. STUDY SESSION ITEMS

ITEM NO. 2 GENERAL PLAN UPDATE – INTRODUCTION OF LAND USE ELEMENT AND SAFETY ELEMENT (PA2022-080)
Site Location: Citywide

Summary:

A report to the Planning Commission outlining the progress made on the City of Newport Beach's ongoing comprehensive update to its General Plan, last revised in 2006. Following delays due to the State-mandated 6th Cycle Regional Housing Needs Assessment (RHNA), the City resumed its broader update process in 2022 with the formation of the General Plan Update Steering Committee (GPUSC) and the General Plan Advisory Committee (GPAC), including various subcommittees to review each Element. The update process consists of four phases; Phase 1 (Background Analysis + Visioning) is complete, and Phase 2 (Policy Development + General Plan Amendment) is nearly finalized. City staff, working closely with the GPAC, GPUSC, and consultant Dudek, developed draft goals and policies based on existing conditions reports and community input gathered through digital platforms and workshops. The Land Use Element and Safety Element are both required elements pursuant to State General Plan Law. Initial drafts have been prepared and are ready for broader community review.

City staff seeks preliminary feedback from the Commission before the draft is released for wider public review. Final drafts will return for formal endorsement by the Planning Commission in late 2025 or early 2026.

Recommended Actions:

1. Receive a brief presentation from City staff, receive and file the draft Land Use Element and Safety Element; and either

    a) Form an ad hoc committee to review the draft Elements and provide comments for the Planning Commission's consideration at a meeting in November 2025; or

    b) Have Planning Commissioners review individually and be prepared to discuss and provide feedback to City staff at a meeting in November 2025.

VIII. STAFF AND COMMISSIONER ITEMS

ITEM NO. 3 MOTION FOR RECONSIDERATION

ITEM NO. 4 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

ITEM NO. 5 REQUESTS FOR EXCUSED ABSENCES

IX. ADJOURNMENT

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 16

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov
PREPARED BY:	Liz Westmoreland, AICP, Principal Planner - 949-644-3234, lwestmoreland@newportbeachca.gov
TITLE:	Ordinance Nos. 2025-32 and 2025-33: Amending Titles 20 and 21 of the Newport Beach Municipal Code Establishing the Special Flood Hazard Area (VE) Overlay (PA2018-075)

ABSTRACT:

On June 13, 2025, the City Council introduced and subsequently adopted Ordinance No. 2023-10 to establish the Special Flood Hazard Area (VE) Overlay (i.e., the "VE Overlay") in Title 20 (Planning and Zoning) of the Newport Beach Municipal Code (NBMC). The City Council also authorized the submittal of a complementary amendment to Title 21 (Local Coastal Program Implementation Plan) to the California Coastal Commission (CCC). The amendments would establish the overlay and modify allowed setback encroachments to help provide access without impact to the buildable area of affected residential lots. Although Ordinance No. 2023-10 was adopted, it is notable that its effectiveness was delayed to align with the effective date of the changes to Title 21 for consistency.

On July 10, 2025, the CCC approved the submitted Title 21 amendment with suggested modifications. For the City Council's consideration are proposed ordinances to accept and incorporate the CCC's suggested modifications into Title 21 (Attachment B) and into Title 20 for consistency (Attachment A).

RECOMMENDATIONS:

a) Conduct a public hearing;

b) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3), and 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines because it has no potential to have a significant effect on the environment;

c) Waive full reading, direct City Clerk to read by title only, introduce Ordinance No. 2025-32, *An Ordinance of the City Council of the City of Newport Beach, California, Adopting Revisions to Zoning Code Amendment (PA2018-075) Amending Title 20 (Planning and Zoning) of the City of Newport Beach Municipal Code to Establish the Special Flood Hazard Area Overlay for Consistency with the California Coastal Commission's Modifications (PA2018-075),* and pass to second reading on October 28, 2025; and

d) Waive full reading, direct City Clerk to read by title only, introduce Ordinance No. 2025-33, *An Ordinance of the City Council of the City of Newport Beach, California, Approving an Amendment to Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code, as Modified by the California Coastal Commission, to Establish the Special Flood Hazard Area Overlay (PA2018-075)*, and pass to second reading on October 28, 2025.

DISCUSSION:

On March 26, 2019, the City Council adopted Resolution No. 2019-31 initiating amendments to Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the NBMC. A draft of the proposed amendments was presented to the design community on December 2, 2021, and on January 19, 2022, a draft was presented to affected and nearby property owners via virtual community meetings. Comments from the two outreach meetings were incorporated into the draft amendments, and on May 4, 2023, the Planning Commission unanimously recommended approval of the amendments to the City Council.

On June 13, 2023, the City Council introduced Ordinance No. 2023-10 (Attachment D) to establish an overlay in Title 20 of the NBMC for the Special Flood Hazard Area (VE) (i.e., "VE Overlay") to modify allowed setback encroachments. The Ordinance was adopted on June 27, 2023, but deferred the effective date until the associated Title 21 amendments were approved by the CCC. Concurrently, on June 13, 2023, the City Council adopted Resolution No. 2023-34, authorizing submittal of the Local Coastal Program Amendment (PA2018-075) to the CCC to similarly amend Title 21. The changes proposed to Titles 20 and 21 are consistent.

The changes included adoption of a new overlay in both Title 20 and Title 21 for 166 properties located within the VE Overlay as designated by the Federal Emergency Management Agency (FEMA) in the March 21, 2019, Flood Insurance Rate Maps (FIRMs). Residential construction in the VE Special Flood Hazard Area is required to raise the finished floor approximately three to five feet above the ground on posts, piers, or piles. The overlay is intended to resolve a design constraint by providing flexibility for the allowed height of encroachments in front, side, and rear setbacks, to allow for reasonable access to the elevated homes. Additional details on the VE Special Flood Hazard Area and related design requirements are included in the City Council Staff Report dated June 13, 2023 (Attachment E).

Allowed encroachments, as originally proposed in the VE Overlay, included the following:

Side and Rear Setbacks

- Stairs, steps, landings, platforms, terraces, etc. to the minimum extent necessary to provide access to the home; and

- Required guardrails and handrails (open style construction) associated with the above encroachments.

Front Setbacks

- Balconies, patios, decks, terraces, etc. including ground supports extending up to 3 feet into the front setback abutting the boardwalk or beach;

- Stairs to extend to the front property line abutting the boardwalk or beach; and

- Required handrails and guardrails (open style construction) associated with the above encroachments.

Coastal Commission Action and Acceptance of Suggested Modifications

On August 31, 2023, staff submitted the City Council's authorized Title 21 amendment to the CCC. On July 10, 2025, the CCC considered and denied the amendment, as submitted, but approved it with suggested modifications, which are outlined in Attachment F.

A summary of the suggested modifications include:

- **Suggested Modification 1 – Reference and Codify Applicability Map:** The modification establishes a map to illustrate the properties eligible for the new VE Overlay. The original draft code language simply referenced Chapter 15.50 (Floodplain Management) of the NBMC, which defines the areas that are subject to the building standards of the special flood hazard area. This would have allowed the VE Overlay to be somewhat adaptable in the future, should FEMA reduce or increase the number of properties included in the VE Zone. However, CCC staff found there were too many variables related to coastal resources to analyze properties should the extent or location of the VE Zone be adjusted in the future. The revised language now specifically references the March 21, 2019, Flood Insurance Rate Map and a map is included to show the affected properties. Any future changes to the FIRMs would likely require another amendment to the LCP to expand or reduce the overlay location.

- **Suggested Modification 2 – Reduced Encroachments in Front Setback:** The modification reduces the type and extent of allowed encroachments in the front setback. The original draft text would have allowed stairs to fully encroach in the front setback to the property line (i.e., zero-foot setback). The revised language only allows stairs to encroach up to three feet into the setback (i.e., leaving a two-foot setback).

  Furthermore, instead of allowing a variety of encroachments such as patios, terraces and decks (including ground supports) to extend three feet into the front setback, the revised language removes the allowance for these features to encroach into the front setback any amount. CCC staff was concerned about

potential visual impacts related to encroachments in the front setback including the supports that would be associated with decks, patios, and terraces. However, there are existing provisions in Title 21 that would continue to allow "balconies" without ground supports to extend three feet into the front setback consistent with Section 21.30.110(D) (Allowed Encroachments into Setback Areas) of the NBMC. The allowed stairs encroachment would provide practical access to these balconies not previously achievable.

- **Suggested Modification 3 – Reference Clean-Up:** The modification removes and consolidates several references in the draft VE Overlay text related to the design requirements associated with building in the VE Zone including several references to Title 15 (Buildings and Construction). The revised text states that Overlay would not constitute a waiver of building code requirements contained in Chapter 15.40 (Floodplain Management) of the NBMC, ensuring that new construction will still comply with relevant building standards.

The recommended action is to accept and incorporate all the CCC's suggested modifications into the amendments to both Title 21 and Title 20. The amendments as modified will continue to resolve the design constraints associated with providing access to these elevated homes.

The City Council must accept or reject all the suggested modifications. Partial acceptance is not permitted and would require resubmittal to the CCC through a new amendment application. A redline-strikeout version incorporating all CCC modifications for Title 21 is included as Attachment G.

If introduced, the ordinances would return for a second reading on October 28, 2025, and take effect 30 days thereafter.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Staff recommends that the City Council also find these amendments categorically exempt from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, because they have no potential to have a significant

effect on the environment. The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than twenty percent, which do not result in any changes in land use or density. The amendments seek to provide flexibility for potential encroachments into side, rear, and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs, and other accessory features in the front, side, and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes to land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

NOTICING:

Pursuant to Section 13515 of the California Code of Regulations, a review draft of the Title 21 Amendment was made available, and a Notice of Availability was originally distributed on May 2, 2023, to all persons and agencies on the Notice of Availability mailing list.

In addition, notice of this hearing was published in the Daily Pilot as an eighth-page advertisement, mailed to all owners of property within 300 feet of the boundaries of the properties in the VE Special Flood Hazard Area (excluding intervening rights-of-way and waterways) and posted near the end of the properties in the VE Special Flood Hazard Area at least 10 days before the scheduled meeting, consistent with the provisions of the NBMC. The item also appeared on the agenda for this meeting, which was posted at City Hall and on the City's website.

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Ordinance No. 2025-32 (Title 20)
Attachment B – Ordinance No. 2025-33 (Title 21)
Attachment C – Resolution No. 2023-37
Attachment D – Ordinance No. 2023-10
Attachment E – City Council Staff Report dated June 13, 2023 (without attachments)
Attachment F – Coastal Commission Approval Letter and Suggested Modifications
Attachment G – Redline-Strikeout Version of Title 21 Code Amendment

Attachment A

Ordinance No. 2025-32 (Title 20)

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING REVISIONS TO ZONING CODE AMENDMENT (PA2018-075) AMENDING TITLE 20 (PLANNING AND ZONING) OF THE CITY OF NEWPORT BEACH MUNICIPAL CODE TO ESTABLISH THE SPECIAL FLOOD HAZARD AREA OVERLAY FOR CONSISTENCY WITH THE CALIFORNIA COASTAL COMMISSION'S MODIFICATIONS (PA2018-075)

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, new Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRMs") went into effect on March 21, 2019, for Newport Beach and include the new designation of a Special Flood Hazard Area ("VE Zone") affecting 166 beachfront properties in the West Newport area between 24th Street and 48th Street;

WHEREAS, new development within the VE Zone must meet FEMA construction design criteria including elevation of structures with pilings, posts, piers, or columns to raise the main residential structure approximately three to five feet from existing grade so that these structures are designed and engineered to allow water to flow below the elevated floor system without damaging the foundation or creating substantial debris;

WHEREAS, of the 166 affected properties, 27 properties are within the VE 13 Zone and require elevating structures approximately three feet above existing grade while the remaining 139 properties are within the VE 15 Zone and require elevating structures approximately five feet above existing grade;

WHEREAS, compliance with the VE Zone design criteria presents several challenges for new residential development to meet the requirements of Title 20 (Planning and Zoning) ("Title 20") of the Newport Beach Municipal Code ("NBMC") since compliance with the VE Zone design criteria significantly limits means of access to the dwelling, as well as the usability of outdoor areas;

WHEREAS, the City Council adopted Resolution No. 2019-31 on March 26, 2019, initiating a Zoning Code Amendment ("ZCA") to Title 20 and Local Coastal Program Amendment ("LCPA") to amend Title 20 and Title 21 (Local Coastal Program Implementation Plan) ("Title 21") of the NBMC to modify the setback encroachment regulations for residential properties in the VE Zone;

WHEREAS, since adoption of the new FIRMs, the City has approved five variance applications for new residential projects in the VE Zone seeking relief from the setback standards in Titles 20 and 21 of the NBMC that directly conflict with the ability to comply with FEMA's VE Zone design criteria;

WHEREAS, approval and implementation of the ZCA and LCPA will facilitate compliance and minimize variance requests in the VE Zone;

WHEREAS, the affected properties are categorized as RS-D (Single Unit Residential Detached) and RT (Two Unit Residential) by the General Plan Land Use Element and are located within the R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential) Zoning Districts;

WHEREAS, the affected properties are located within the Coastal Zone with a Coastal Land Use Plan category of RSD-D (Single Unit Residential Detached – 20.0-29.9 DU/AC) and RT-E (Two Unit Residential – 30.0 – 39.9 DU/AC) and Coastal Zoning District designations of R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential);

WHEREAS, a draft of the ZCA was presented to the design community on December 2, 2021, and to affected and nearby property owners on January 19, 2022, via a virtual community meeting with comments incorporated into the proposed amendments to the extent feasible;

WHEREAS, the Planning Commission held a duly noticed public hearing on May 4, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with the California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing;

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2023-022 by unanimous vote (7 ayes, 0 nays) recommending approval of the ZCA and LCPA to the City Council;

WHEREAS, the City Council held a duly noticed public hearing on June 13, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with the Ralph M. Brown Act and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing;

WHEREAS, the City Council adopted Ordinance No. 2023-10 by a unanimous vote (7 ayes, 0 nays), on June 27, 2023, to approve the ZCA amending Title 20 of the NBMC with the effective date contingent upon the Coastal Commission's certification of the LCPA ;

WHEREAS, the City Council also adopted Resolution No. 2023-37 on June 13, 2023, by a unanimous vote (7 ayes, 0 nays), authorizing submittal of the LCPA filed as PA2018-075 to the Coastal Commission;

WHEREAS, the California Coastal Commission ("Coastal Commission") denied the LCPA (LCP-5-NPB-23-0039-3 Part B) on July 10, 2025, as submitted and approved it with suggested modifications deemed necessary to find consistency with the California Coastal Act;

WHEREAS, the Coastal Commission's revisions to the LCPA require this amendment to the ZCA for consistency with the LCPA; and

WHEREAS, the City Council held a public hearing on October 14, 2025, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California. Notice of time, place and purpose of the public hearing was given in accordance with the Ralph M. Brown Act, Section 13515, and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The City Council does hereby approve the amendment to the ZCA (PA2018-075) as set forth in "Exhibit A," based upon the Facts in Support of Findings set forth in Exhibit "B," both of which are attached hereto and incorporated herein by reference.

Section 2: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds this ZCA is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the California Code of Regulations, Title 14, Division 6, Chapter 3, ("CEQA Guidelines") because it has no potential for resulting in physical change to the environment, directly or indirectly.

The City Council also finds this ZCA is categorically exempt from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment. The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than twenty percent, which do not result in any changes in land use or density. The ZCA seeks to provide flexibility for potential encroachments into side, rear, and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs, and other accessory features in the front, side, and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes to land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

Section 5: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 14th day of October, 2025, and adopted on the 28th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton, Mayor

ATTEST:

_____
Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

Attachment(s): Exhibit A – Zoning Code Amendment (PA2018-075)
Exhibit B – Facts in Support of Findings (PA2018-075)

Exhibit "A"

ZONING CODE AMENDMENT (PA2018-075)

I. The table of contents of Chapter 20.28 (Overlay Zoning Districts (MHP, PM, B, HO, H)) of the NBMC shall be amended to read as follows:

Chapter 20.28
OVERLAY ZONING DISTRICTS (MHP, PM, B, HO, H, VE)

Sections:

20.28.010 Purposes of Overlay Zoning Districts.
20.28.020 Mobile Home Park (MHP) Overlay Zoning District.
20.28.030 Parking Management (PM) Overlay District.
20.28.040 Bluff (B) Overlay District.
20.28.050 Housing Opportunity (HO) Overlay District.
20.28.060 Height (H) Overlay District.
20.28.070 Special Flood Hazard Area (VE) Overlay District.

II. Section 20.28.010 (Purposes of Overlay Zoning Districts) of the NBMC is amended to add subsection (F) to read as follows:

F. Special Flood Hazard Area (VE) Overlay Zoning District. The VE Overlay District is intended to modify certain development standards for properties subject to special flood hazards as identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Orange County, California and Incorporated Area with accompanying FEMA Flood Insurance Rate Maps (FIRM).

III. Section 20.28.070 (Special Flood Hazard Area (VE) Overlay District) of the NBMC shall be added to read as follows:

Section 20.28.070 Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties identified as VE 13 or VE 15 on the Federal Emergency Management Agency's "Flood Insurance Study (FIS) for Orange County, California and Incorporated Area" revised March 21, 2019. For purposes of this section, "encroachments" are limited to balconies, decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall

apply.

The encroachments allowed by this section shall only apply when the project is required to comply with Chapter 15.50 (Floodplain Management) for residential properties where the structure is required to raise the foundation above the design flood elevation. Nothing in this section shall be construed to constitute a waiver of, or exclusion from, the building standards set forth in Chapter 15.50 (Floodplain Management).

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

1. Access to the side yard setback shall comply with Section 20.30.110(A)(1)(c) (Access to Side Setback Area).

2. For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an interior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

3. For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

4. Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

5. Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty (40) percent of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

C. Allowed Encroachments in Front Setbacks. Encroachments may be located within a required front setback area subject to the following restrictions:

1. For interior and corner lots, one set of access stairs from the grade level to the first elevated floor is allowed to encroach up to three (3) feet into the front setback. Excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). Encroachments are subject

to compliance with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring the five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure, or other obstruction allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an intersection.

2. Guardrails and handrails in the front setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty (40) percent of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

D. Third Floor Limitations. All residential structures shall comply with Section20.48.180 (Residential Development Standards and Design Criteria). For purposes of determining the number of floors within the principal structure, the garage shall be considered the first level. In the case of a split-level design, the Director shall determine which portions of the split-level structure shall constitute a third floor for the purpose of implementing Section 20.48.180 (Residential Development Standards and Design Criteria).

IV. Subsection (f) shall be added to Section 20.30.110(D)(1) (General Regulations) of the NBMC to read as follows:

f. Special Flood Hazard Area (VE) Overlay. Encroachments allowed by this subsection shall apply to properties within the VE Overlay except as modified by Section 20.28.070 (VE Overlay). Refer to Section 20.28.070 (VE Overlay) for setback regulations and additional authorized encroachments.

V. The table of contents of Chapter 20.80 (Maps) of the NBMC shall be amended to read as follows:

Chapter 20.80
MAPS

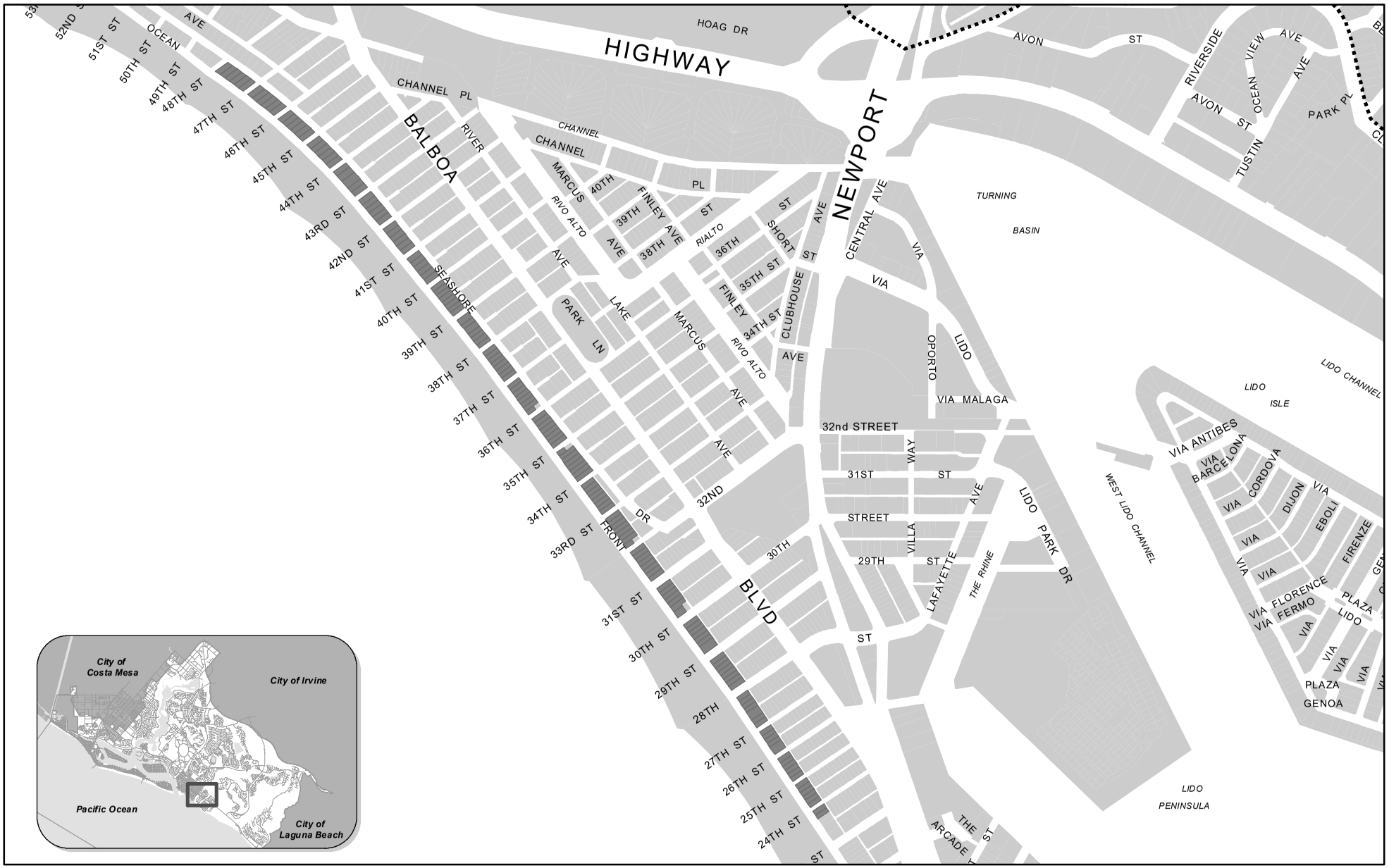
Sections:

20.80.010 Area Maps.
20.80.020 Bluff overlay.
20.80.025 Housing Opportunity Overlay Zoning Districts maps.
20.80.030 Height limit areas.
20.80.035 Parking Management Overlay District maps.
20.80.040 Setback maps.
20.80.045 Special Flood Hazard Area (VE) Overlay District map.

VI. Section 20.80.045 (Special Flood Hazard Area (VE) Overlay) of the NBMC shall be added to read as follows:

Section 20.80.045 Special Flood Hazard Area (VE) Overlay map.

VE-1 – Special Flood Hazard Overlay (PDF)



VE-1 - Special Flood Hazard Area (VE) Overlay

0 250 500 Feet

Name: VE-1 - Special Flood Hazard Area (VE) Overlay

EXHIBIT "B"

FACTS IN SUPPORT OF FINDINGS (PA2018-075)

An amendment to Title 20 (Planning and Zoning) of the NBMC is a legislative act. Neither Chapter 20.66 (Planning and Zoning, Amendments) of Title 20 (Planning and Zoning) of the NBMC, or Article 2 (Adoption of Regulations) of Chapter 4 (Zoning Regulations) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the California Government Code set forth any required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Zoning Code Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. The Zoning Code Amendment is consistent with Coastal Land Use Plan Policy 2.7-1 and General Plan Land Use Element Policy LU 5.1.6, which require development to maintain appropriate setbacks for residential development to protect the character of established neighborhoods and to protect coastal access and coastal resources. The proposed amendments would only apply to private residential single-unit and two-unit properties and do not authorize any changes to public property.

2. The Zoning Code Amendment does not authorize any new development that will block coastal access, nor does it change the dimensions of setbacks. Instead, it will provide flexibility in the application of height requirements for accessory structures within front, side, and rear setbacks. No changes to density or to maximum height limits of principal structures are proposed as part of this amendment. All new residential development in the VE Zone will require approval of a coastal development permit to evaluate compliance with the Coastal Act, including potential impacts to views and access related to the proposed design and location.

3. Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design, as their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the first-floor elevation. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed height limits in the front setback. The Zoning Code Amendment is therefore necessary to provide parity between residential properties located in the VE Zone and typical residential properties throughout Coastal Zone. The changes will

allow for encroachments, such as raised landings, decks, patios, platforms, stairs, railings, and terraces to exceed the maximum height limits for accessory structures within front, side, and rear yard setbacks (with limitations) for new residential construction within the VE Zone.

4. New residential construction, substantial improvements, and substantial damage projects in the VE Zone are required to be elevated approximately three to five feet above existing grade and stairs are necessary to access the dwelling from the ground. Currently, the NBMC limits steps, landings, platforms, and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure. The Zoning Code Amendment and Local Coastal Program Amendment would allow new residential construction to provide direct access to the dwelling from the side or rear setback without the need to reduce the floor area of the dwelling to accommodate the stairs. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the side and rear setback areas.

5. With exception of the changes to allowable setback encroachments, all future development within the VE Zone would remain consistent with unchanged applicable standards of the R-1 and R-2 Zoning Districts. These include setbacks, height, floor area limitations, and parking standards.

Attachment B

Ordinance No. 2025-33 (Title 21)

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO TITLE 21 (LOCAL COASTAL PROGRAM IMPLEMENTATION PLAN) OF THE NEWPORT BEACH MUNICIPAL CODE, AS MODIFIED BY THE CALIFORNIA COASTAL COMMISSION, TO ESTABLISH THE SPECIAL FLOOD HAZARD AREA OVERLAY (PA2018-075)

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, Section 30500 of the California Public Resources Code requires each county and city to prepare a Local Coastal Program ("LCP") for that portion of the coastal zone within its jurisdiction;

WHEREAS, the City adopted the City of Newport Beach LCP Coastal Land Use Plan in 2005, which has been amended from time to time;

WHEREAS, the California Coastal Commission ("Coastal Commission") effectively certified the City's LCP Implementation Plan on January 13, 2017, and the City added Title 21 (Local Coastal Program Implementation Plan) ("Title 21") of the City of Newport Beach Municipal Code ("NBMC") whereby the City assumed coastal development permit-issuing authority on January 30, 2017;

WHEREAS, new Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRMs") went into effect on March 21, 2019, for Newport Beach and include the new designation of a Special Flood Hazard Area ("VE Zone") affecting 166 beachfront properties in the West Newport area between 24th Street and 48th Street;

WHEREAS, new development within the VE Zone must meet FEMA construction design criteria, including elevation of structures with pilings, posts, piers, or columns to raise the main residential structure approximately three to five feet from existing grade, so that these structures are designed and engineered to allow water to flow below the elevated floor system without damaging the foundation or creating substantial debris;

WHEREAS, of the 166 affected properties, 27 properties are within the VE 13 Zone and require elevating structures approximately three feet above existing grade while the remaining 139 properties are within the VE 15 Zone and require elevating structures approximately five feet above existing grade;

WHEREAS, compliance with the VE Zone design criteria presents several challenges for new residential development to also meet the requirements of Title 21 of the NBMC since compliance with the VE Zone design criteria significantly limits means of access to the dwelling, as well as the usability of outdoor areas;

WHEREAS, City Council Policy K-1 (General Plan and Local Coastal Program) requires amendments to the City's certified LCP as implemented by and codified in Title 21 to be initiated by the City Council;

WHEREAS, the City Council adopted Resolution No. 2019-31 on March 26, 2019, initiating a Zoning Code Amendment ("ZCA") and Local Coastal Program Amendment ("LCPA") to amend Title 20 and Title 21 of the NBMC to modify the setback encroachment regulations for residential properties in the VE Zone;

WHEREAS, since adoption of the new FIRMs, the City has approved five variance applications for new residential projects in the VE Zone seeking relief from the setback standards in Titles 20 and 21 of the NBMC that directly conflict with the ability to comply with FEMA's VE Zone design criteria;

WHEREAS, approval and implementation of the LCPA will facilitate compliance and minimize variance requests in the VE Zone;

WHEREAS, the affected properties are categorized as RS-D (Single Unit Residential Detached) and RT (Two Unit Residential) by the General Plan Land Use Element and are located within the R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential) Zoning Districts;

WHEREAS, the affected properties are located within the Coastal Zone with a Coastal Land Use Plan category of RSD-D (Single Unit Residential Detached – 20.0-29.9 DU/AC) and RT-E (Two Unit Residential – 30.0 – 39.9 DU/AC) and Coastal Zoning District designations of R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential);

WHEREAS, a draft of the LCPA was presented to the design community on December 2, 2021, and to affected and nearby property owners on January 19, 2022, via virtual community meetings with comments incorporated into the proposed amendments to the extent feasible;

WHEREAS, the Planning Commission held a duly noticed public hearing on May 4, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with the California Government Code Section 54950 *et seq*. ("Ralph M. Brown Act") and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing**;**

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2023-022 by unanimous vote (7 ayes, 0 nays) recommending approval of the ZCA and LCPA to the City Council;

WHEREAS, pursuant to Title 14 of the California Code of Regulations ("CCR") Section 13515 (Public Participation), drafts of the LCPA were made available, and a Notice of Availability was distributed at least six weeks prior to the final action date;

WHEREAS, the City Council held a duly noticed public hearing on June 13, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with the Ralph M. Brown Act and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing;

WHEREAS, the City Council adopted Resolution No. 2023-37 on June 13, 2025, by a unanimous vote (7 ayes – 0 nays), authorizing submittal of the LCPA filed as PA2018-075 to the Coastal Commission;

WHEREAS, the City Council also adopted Ordinance No. 2023-10 by a unanimous vote (7 ayes, 0 nays), on June 27, 2023, to approve the ZCA and update Title 20 of the NBMC with the effective date contingent upon the Coastal Commission's certification of the LCPA;

WHEREAS, the Coastal Commission denied the LCPA (LCP-5-NPB-23-0039-3 Part B) on July 10, 2025, as submitted and approved it with suggested modifications deemed necessary to find consistency with the California Coastal Act; and

WHEREAS, the City Council held a public hearing on October 14, 2025, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California. Notice of time, place and purpose of the public hearing was given in accordance with the Ralph M. Brown Act, Section 13515, and Chapters 20.62 and 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The City Council hereby approves the LCPA (PA2018-075) and accepts the suggested modifications approved by the Coastal Commission to amend Title 21 of the NBMC as set forth in "Exhibit A," based upon the Facts in Support of Findings set forth in Exhibit "B," both of which are attached hereto and incorporated herein by reference.

Section 2: The LCP, including the LCPA, will be carried out in full conformity with the California Coastal Act.

Section 3: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 4: The City Council hereby authorizes City staff to submit this ordinance for a determination by the Coastal Commission's Executive Director that this action satisfies the specific requirements of the Coastal Commission's July 10, 2025, action on LCPA Request No. LCP-5-NPB-23-0039-3 Part B.

Section 5: This ordinance shall not become effective for thirty days after adoption and until the Executive Director of the Coastal Commission certifies this ordinance complies with the Coastal Commission's July 10, 2025, action on LCPA Request No. LCP-5-NPB-23-0039-3 Part B.

Section 6: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7: The City Council finds this LCPA is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), because it has no potential for resulting in physical change to the environment, directly or indirectly.

The City Council also finds this LCPA is exempt categorically from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment. The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than twenty percent, which do not result in any changes in land use or density. The LCPA seeks to provide flexibility for potential encroachments into side, rear, and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs, and other accessory features in the front, side, and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes in land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

Section 8: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 9: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414 and the same shall become final and effective as provided in Section 5 of this ordinance.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 14th day of October, 2025, and adopted on the 28th day of October, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton, Mayor

ATTEST:

_____
Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

Attachment(s): Exhibit A – Local Coastal Program Amendment (PA2018-075)
Exhibit B – Facts in Support of Findings (PA2018-075)

EXHIBIT "A"

LOCAL COASTAL PROGRAM AMENDMENT (PA2018-075)

I. The table of contents of Chapter 21.28 (Overlay Coastal Zoning Districts (MHP, PM, B, C and H) of the NBMC shall be amended to read as follows:

Chapter 21.28
OVERLAY ZONING DISTRICTS (MHP, PM, B, HO, H, VE)

Sections:

21.28.010 Purposes of Overlay Coastal Zoning Districts.
21.28.020 Mobile Home Park (MHP) Overlay Coastal Zoning District.
21.28.030 Parking Management (PM) Overlay District.
21.28.040 Bluff (B) Overlay District.
21.28.050 Canyon (C) Overlay District.
21.28.060 Height (H) Overlay District.
21.28.070 Special Flood Hazard Area (VE) Overlay District.

II. Section 21.28.010 (Purposes of Overlay Zoning Districts) of the NBMC is amended to add subsection (F) to read as follows:

F. Special Flood Hazard Area (VE) Overlay Zoning District. The VE Overlay District is intended to modify certain development standards for properties subject to special flood hazards as identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Orange County, California and Incorporated Area with accompanying FEMA Flood Insurance Rate Maps (FIRM).

III. Section 21.28.070 (Special Flood Hazard Area (VE) Overlay District) of the NBMC shall be added to read as follows:

Section 21.28.070 Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties identified as VE 13 or VE 15 on the Federal Emergency Management Agency's "Flood Insurance Study (FIS) for Orange County, California and Incorporated Area" revised March 21, 2019. For purposes of this section, "encroachments" are limited to balconies, decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall

apply.

The encroachments allowed by this section shall only apply when the project is required to comply with Chapter 15.50 (Floodplain Management) for residential properties where the structure is required to raise the foundation above the design flood elevation. Nothing in this section shall be construed to constitute a waiver of, or exclusion from, the building standards set forth in Chapter 15.50 (Floodplain Management).

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

1. For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an interior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

2. For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

3. Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

4. Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty (40) percent of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

C. Allowed Encroachments in Front Setbacks. Encroachments may be located within a required front setback area subject to the following restrictions:

1. For interior lot and corner lots, one set of access stairs from the grade level to the first elevated floor is allowed to encroach up to three (3) feet into the front setback. Excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).

a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring the five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an intersection.

2. Guardrails and handrails in the front setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty (40) percent of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

IV. Subsection (f) shall be added to Section 21.30.110(D)(1) (General Regulations) of the NBMC to read as follows:

f. Special Flood Hazard Area (VE) Overlay. Encroachments allowed by this subsection shall apply to properties within the VE Overlay except as modified by Section 21.28.070 (VE Overlay). See Section 21.28.070 (VE Overlay) for setback regulations and additional authorized encroachments.

V. The table of contents of Chapter 21.80 (Maps) of the NBMC shall be amended to read as follows:

Chapter 21.80
MAPS

Sections:

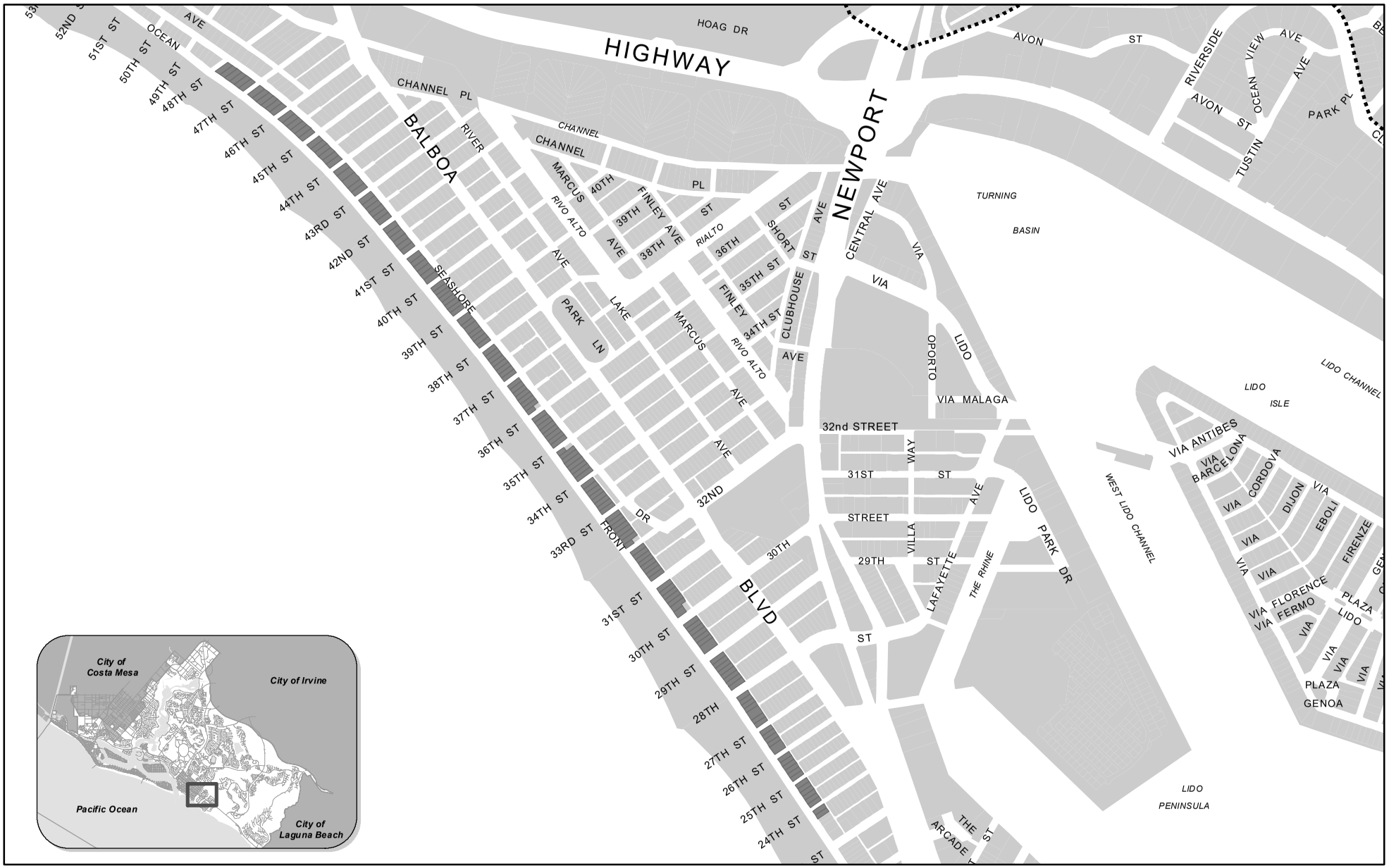
21.80.010 Area Maps.
21.80.020 Bluff overlay.
21.80.025 Housing Opportunity Overlay Zoning Districts maps.
21.80.030 Height limit areas.
21.80.035 Parking Management Overlay District maps.

21.80.040 Setback maps.
21.80.055 Planned Community Site Plans.
21.80.065 Planned Community Land Use Maps.
21.80.070 Special Flood Hazard Area (VE) Overlay map.

VI. Section 21.80.070 (Special Flood Hazard Area (VE) Overlay) of the NBMC shall be added to read as follows:

Section 21.80.070 Special Flood Hazard Area (VE) Overlay map.

VE-1 – Special Flood Hazard Overlay (PDF)



VE-1 - Special Flood Hazard Area (VE) Overlay

0 250 500 Feet

Name: VE-1 - Special Flood Hazard Area (VE) Overlay

EXHIBIT "B"

FACTS IN SUPPORT OF FINDINGS (PA2018-075)

An amendment to Title 21 (Planning and Zoning) of the NBMC is a legislative act. There are no required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Local Coastal Program Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. The Local Coastal Program Amendment is consistent with Coastal Land Use Plan Policy 2.7-1 and General Plan Land Use Element Policy LU 5.1.6, which require development to maintain appropriate setbacks for residential development to protect the character of established neighborhoods and to protect coastal access and coastal resources. The proposed amendments would only apply to private residential single-unit and two-unit properties and do not authorize any changes to public property.

2. The Local Coastal Program Amendment does not authorize any new development that will block coastal access, nor does it change the dimensions of setbacks. Instead, it will provide flexibility in the application of height requirements for accessory structures within front, side, and rear setbacks. No changes to density or to maximum height limits of principal structures are proposed as part of this amendment. All new residential development in the VE Zone will require approval of a coastal development permit to evaluate compliance with the Coastal Act, including potential impacts to views and access related to the proposed design and location.

3. Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design, as their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the first-floor elevation. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed height limits in the front setback. The Local Coastal Program Amendment is therefore necessary to provide parity between residential properties located in the VE Zone and typical residential properties throughout Coastal Zone. The changes will allow for encroachments, such as raised landings, decks, patios, platforms, stairs, railings, handrails and terraces to exceed the maximum height limits for accessory structures within front, side, and rear yard setbacks (with limitations) for new residential construction within the VE Zone.

4. New residential construction, substantial improvements, and substantial damage projects in the VE Zone are required to be elevated approximately three to five feet above existing grade and stairs are necessary to access the dwelling from the ground. Currently, the NBMC limits steps, landings, platforms, and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure. The Zoning Code Amendment and Local Coastal Program Amendment would allow new residential construction to provide direct access to the dwelling from the side or rear setback without the need to reduce the floor area of the dwelling to accommodate the stairs. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the side and rear setback areas.

5. With exception of the changes to allowable setback encroachments, all future development within the VE Zone would remain consistent with unchanged applicable standards of the R-1 and R-2 Zoning Districts. These include setbacks, height, floor area limitations, and parking standards.

Attachment C

Resolution No. 2023-37

RESOLUTION NO. 2023-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING SUBMITTAL OF A LOCAL COASTAL PROGRAM AMENDMENT TO THE CALIFORNIA COASTAL COMMISSION TO AMEND TITLE 21 (LOCAL COASTAL PROGRAM IMPLEMENTATION PLAN) OF THE NEWPORT BEACH MUNICIPAL CODE TO ESTABLISH THE SPECIAL FLOOD HAZARD (VE) OVERLAY DISTRICT (PA2018-075)

WHEREAS, Section 200 of the City of Newport Beach ("City") Charter vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges, or procedures granted or prescribed by any law of the State of California;

WHEREAS, Section 30500 of the California Public Resources Code requires each county and city to prepare a Local Coastal Program ("LCP") for that portion of the coastal zone within its jurisdiction;

WHEREAS, in 2005, the City adopted the City of Newport Beach LCP Coastal Land Use Plan, as amended from time to time;

WHEREAS, the California Coastal Commission effectively certified the City's LCP Implementation Plan on January 13, 2017, and the City added Title 21 (Local Coastal Program Implementation Plan) ("Title 21") of the City of Newport Beach Municipal Code ("NBMC") whereby the City assumed coastal development permit-issuing authority on January 30, 2017;

WHEREAS, on March 21, 2019, new Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") went into effect for Newport Beach and includes the new designation of a Special Flood Hazard Area ("VE Zone") affecting 166 beachfront properties in the West Newport area between 24th Street and 48th Street;

WHEREAS, new development within the VE Zone must meet FEMA construction design criteria including elevation of structures with pilings, posts, piers, or columns to raise the main residential structure approximately three to five feet from existing grade so that these structures are designed and engineered to allow water to flow below the elevated floor system without damaging the foundation or creating substantial debris;

City of Newport Beach

WHEREAS, of the 166 affected properties, 27 properties are within the VE 13 Zone and require elevating structures approximately three feet above existing grade while the remaining 139 properties are within the VE 15 Zone and require elevating structures approximately five feet above existing grade;

WHEREAS, compliance with the VE Zone design criteria presents several challenges for new residential development to also meet the requirements of Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code ("NBMC") since compliance with the VE Zone design criteria significantly limits means of access to the dwelling, as well as the usability of outdoor areas;

WHEREAS, on March 26, 2019, the City Council adopted Resolution No. 2019-31 initiating an amendment to Title 20 ("Zoning Code Amendment") and Title 21 ("Local Coastal Program Amendment") of the NBMC to modify the setback encroachment regulations for residential properties in the VE Zone;

WHEREAS, since adoption of the new FIRM, the City has received three variance requests for new residential projects in the VE Zone seeking relief from the setback standards in Titles 20 and 21 of the NBMC that directly conflict with the ability to comply with FEMA's VE Zone design criteria;

WHEREAS, approval and implementation of the Zoning Code Amendment and Local Coastal Program Amendment would facilitate compliance and is likely to result in fewer variance requests in the VE Zone;

WHEREAS, the affected properties are categorized as RS-D (Single Unit Residential Detached) and RT (Two Unit Residential) by the General Plan Land Use Element and are located within the R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential) Zoning Districts;

WHEREAS, the affected properties are located within the Coastal Zone with a Coastal Land Use Plan category of RSD-D (Single Unit Residential Detached – 20.0-29.9 DU/AC) and RT-E (Two Unit Residential – 30.0 – 39.9 DU/AC) and Coastal Zoning District designations of R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential);

WHEREAS, a draft of this Zoning Code Amendment was presented to the design community on December 2, 2021, and to affected and nearby property owners on January 19, 2022, via virtual community meetings with comments incorporated into the proposed amendments to the extent feasible;

City of Newport Beach

WHEREAS, the Planning Commission held a duly noticed public hearing on May 4, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with the California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapter 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing;

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2023-022 by a unanimous vote (7 ayes, 0 nays) recommending approval of the Zoning Code Amendment and Local Coastal Program Amendment to the City Council;

WHEREAS, pursuant to Title 14 of the California Code of Regulations ("CCR") Section 13515 (Public Participation), drafts of the Local Coastal Program Amendment were made available and a Notice of Availability was distributed at least six weeks prior to the final action date; and

WHEREAS, the City Council held a duly noticed public hearing on June 13, 2023 in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with the Ralph M. Brown Act and Chapter 21.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council authorizes staff to submit the Local Coastal Program Amendment as set forth in Exhibit "A," based upon the Facts in Support of Local Coastal Program Amendment set forth in Exhibit "B," both of which are attached hereto and incorporated by reference, to the California Coastal Commission.

Section 2: This Local Coastal Program Amendment shall not become effective until approval by the California Coastal Commission and adoption, including any modifications suggested by the California Coastal Commission, by resolution and/or ordinance of the City Council of the City of Newport Beach.

Section 3: The LCP, including this Local Coastal Program Amendment, will be carried out in full conformity with the California Coastal Act.

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Section 4: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 5: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6: The City Council finds this Local Coastal Program Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), because it has no potential for resulting in physical change to the environment, directly or indirectly.

The City Council also finds this Local Coastal Program Amendment is exempt categorically from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment. The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than twenty percent, which do not result in any changes in land use or density. The Local Coastal Program Amendment seeks to provide flexibility for potential encroachments into side, rear, and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs, and other accessory features in the front, side, and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes to land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

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Section 7: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 13th day of June, 2023.

Noah Blom
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment(s): Exhibit A – Local Coastal Program Amendment (PA2018-075)
Exhibit B – Facts in Support of Local Coastal Program Amendment (PA2018-075)

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EXHIBIT "A"

LOCAL COASTAL PROGRAM AMENDMENT (PA2018-075)

I. Section 21.28.010 (Purposes of Overlay Zoning Districts) of the NBMC is amended to add subsection (F) to read as follows:

F. Special Flood Hazard Area (VE) Overlay Zoning District. The VE Overlay District is intended to modify certain development standards for properties subject to special flood hazards as identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Orange County, California and Incorporated Area with accompanying FEMA Flood Insurance Rate Maps (FIRM).

II. The title of Chapter 21.28 (Overlay Coastal Zoning Districts (MHP, PM, B, C and H) shall be amended to read as follows:

Section:

21.28.010 Purposes of Overlay Coastal Zoning Districts.
21.28.020 Mobile Home Park (MHP) Overlay Coastal Zoning District.
21.28.030 Parking Management (PM) Overlay District.
21.28.040 Bluff (B) Overlay District.
21.28.050 Canyon (C) Overlay District.
21.28.060 Height (H) Overlay District.
21.28.070 Special Flood Hazard Area (VE) Overlay District.

III. Section 21.28.070 (Special Flood Hazard Area (VE) Overlay District) of the NBMC shall be added to read as follows:

Section 21.28.070 Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties located in the coastal high hazard area as defined in Chapter 15.50 (Floodplain Management) and identified as VE 13 or VE 15 on the adopted FEMA FIS and FIRM pursuant to Section 15.50.070 (Basis for Establishing the Areas of Special Flood Hazard). For purposes of this section, "encroachments" are limited to decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall apply.

The encroachments allowed by this section shall only apply to new construction, substantial damage, or substantial improvements to the structure pursuant to

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Section 15.50.200 (Coastal High Hazard Areas) for residential properties where the structure is required to raise the foundation above the design flood elevation.

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:

   a. Chapter 15.50 (Flood Plain Management); or

   b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).

2. For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an exterior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

3. For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

4. Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

5. Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

C. Allowed Encroachments in Front Setbacks.

1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:

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a. Chapter 15.50 (Flood Plain Management); or

b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).

2. For interior lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line.

3. For corner lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s) and may extend into the front setback adjacent to the beach, permitted Ocean Front Encroachment areas (Appendix C Ocean Front Encroachment Policy Guidelines of Title 21), or Ocean Front Boardwalk. A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line. Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).

   a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring the five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

   b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an intersection.

4. Guardrails and handrails in the front setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and

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guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

IV. Subsection (f) shall be added to Section 21.30.110(D)(1) (General Regulations) of the NBMC to read as follows:

f. Special Flood Hazard Area (VE) Overlay. Encroachments allowed by this subsection shall apply to properties within the VE Overlay except as modified by Section 21.28.070 (VE Overlay). See Section 21.28.070 (VE Overlay) for setback regulations and additional authorized encroachments.

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EXHIBIT "B"

FACTS IN SUPPORT OF LOCAL COASTAL PROGRAM AMENDMENT (PA2018-075)

An amendment to Title 21 (Planning and Zoning) of the NBMC is a legislative act. There are no required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Local Coastal Program Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. The Local Coastal Program Amendment is consistent with Coastal Land Use Plan Policy 2.7-1 and General Plan Land Use Element Policy LU 5.1.6, which require development to maintain appropriate setbacks for residential development to protect the character of established neighborhoods and to protect coastal access and coastal resources. The proposed amendments would only apply to private residential single-unit and two-unit properties and do not authorize any changes to public property.

2. The Local Coastal Program Amendment does not authorize any new development that will block coastal access, nor does it change the dimensions of setbacks. Instead, it will provide flexibility in the application of height requirements for accessory structures within front, side, and rear setbacks. No changes to density or to maximum height limits of principal structures are proposed as part of this amendment. All new residential development in the VE Zone will require approval of a coastal development permit to evaluate compliance with the Coastal Act, including potential impacts to views and access related to the proposed design and location.

3. Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design, as their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the first-floor elevation. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed height limits in the front setback. The Local Coastal Program Amendment is therefore necessary to provide parity between residential properties located in the VE Zone and typical residential properties throughout Coastal Zone. The changes will allow for raised landings, decks, patios, platforms, stairs, railings, handrails and terraces to exceed the maximum height limits for accessory structures within front, side, and rear yard setbacks for new residential construction within the VE Zone.

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4. New residential construction and substantial improvements in the VE Zone are required to be elevated approximately three to five feet above existing grade and stairs are necessary to access the dwelling from the ground. Currently, the NBMC limits steps, landings, platforms, and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure. The Zoning Code Amendment and Local Coastal Program Amendment would allow new residential construction to provide direct access to the dwelling from the side or rear setback without the need to reduce the floor area of the dwelling to accommodate the stairs. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the side and rear setback areas.

5. With exception of the changes to allowable setback encroachments, all future development within the VE Zone would remain consistent with unchanged applicable standards of the R-1 and R-2 Zoning Districts. These include setbacks, height, floor area limitations, and parking standards.

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EXHIBIT "B"

FACTS IN SUPPORT OF LOCAL COASTAL PROGRAM AMENDMENT (PA2018-075)

An amendment to Title 21 (Planning and Zoning) of the NBMC is a legislative act. There are no required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Local Coastal Program Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. The Local Coastal Program Amendment is consistent with Coastal Land Use Plan Policy 2.7-1 and General Plan Land Use Element Policy LU 5.1.6, which require development to maintain appropriate setbacks for residential development to protect the character of established neighborhoods and to protect coastal access and coastal resources. The proposed amendments would only apply to private residential single-unit and two-unit properties and do not authorize any changes to public property.

2. The Local Coastal Program Amendment does not authorize any new development that will block coastal access, nor does it change the dimensions of setbacks. Instead, it will provide flexibility in the application of height requirements for accessory structures within front, side, and rear setbacks. No changes to density or to maximum height limits of principal structures are proposed as part of this amendment. All new residential development in the VE Zone will require approval of a coastal development permit to evaluate compliance with the Coastal Act, including potential impacts to views and access related to the proposed design and location.

3. Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design, as their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the first-floor elevation. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed height limits in the front setback. The Local Coastal Program Amendment is therefore necessary to provide parity between residential properties located in the VE Zone and typical residential properties throughout Coastal Zone. The changes will allow for raised landings, decks, patios, platforms, stairs, railings, handrails and terraces to exceed the maximum height limits for accessory structures within front, side, and rear yard setbacks for new residential construction within the VE Zone.

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4. New residential construction and substantial improvements in the VE Zone are required to be elevated approximately three to five feet above existing grade and stairs are necessary to access the dwelling from the ground. Currently, the NBMC limits steps, landings, platforms, and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure. The Zoning Code Amendment and Local Coastal Program Amendment would allow new residential construction to provide direct access to the dwelling from the side or rear setback without the need to reduce the floor area of the dwelling to accommodate the stairs. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the side and rear setback areas.

5. With exception of the changes to allowable setback encroachments, all future development within the VE Zone would remain consistent with unchanged applicable standards of the R-1 and R-2 Zoning Districts. These include setbacks, height, floor area limitations, and parking standards.

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STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing resolution, being Resolution No. 2023-37 was duly introduced before and adopted by the City Council of said City at a regular meeting of said Council held on the 13th day of June, 2023; and the same was so passed and adopted by the following vote, to wit:

AYES: Mayor Noah Blom, Mayor Pro Tem Will O'Neill, Council Member Brad Avery, Council Member Robyn Grant, Council Member Lauren Kleiman, Council Member Joe Stapleton, Council Member Erik Weigand
NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 14th day of June, 2023.

CITY OF NEWPORT BEACH CALIFORNIA

Leilani I. Brown
City Clerk
Newport Beach, California

City of Newport Beach

Attachment D

Ordinance No. 2023-10

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING TITLE 20 (PLANNING AND ZONING) OF THE NEWPORT BEACH MUNICIPAL CODE TO ESTABLISH THE SPECIAL FLOOD HAZARD (VE) OVERLAY DISTRICT (PA2018-075)

WHEREAS, Section 200 of the City of Newport Beach ("City") Charter vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges, or procedures granted or prescribed by any law of the State of California;

WHEREAS, on March 21, 2019, new Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") went into effect for Newport Beach and includes the new designation of a Special Flood Hazard Area ("VE Zone") affecting 166 beachfront properties in the West Newport area between 24th Street and 48th Street;

WHEREAS, new development within the VE Zone must meet FEMA construction design criteria including elevation of structures with pilings, posts, piers, or columns to raise the main residential structure approximately three to five feet from existing grade so that these structures are designed and engineered to allow water to flow below the elevated floor system without damaging the foundation or creating substantial debris;

WHEREAS, of the 166 affected properties, 27 properties are within the VE 13 Zone and require elevating structures approximately three feet above existing grade while the remaining 139 properties are within the VE 15 Zone and require elevating structures approximately five feet above existing grade;

WHEREAS, compliance with the VE Zone design criteria presents several challenges for new residential development to also meet the requirements of Title 20 (Planning and Zoning) of the Newport Beach Municipal Code ("NBMC") since compliance with the VE Zone design criteria significantly limits means of access to the dwelling, as well as the usability of outdoor areas;

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WHEREAS, on March 26, 2019, the City Council adopted Resolution No. 2019-31 initiating an amendment to Title 20 ("Zoning Code Amendment") and Title 21 ("Local Coastal Program Amendment") of the NBMC to modify the setback encroachment regulations for residential properties in the VE Zone;

WHEREAS, since adoption of the new FIRM, the City has received three variance requests for new residential projects in the VE Zone seeking relief from the setback standards in Titles 20 and 21 of the NBMC that directly conflict with the ability to comply with FEMA's VE Zone design criteria;

WHEREAS, approval and implementation of the Zoning Code Amendment and Local Coastal Program Amendment would facilitate compliance and is likely to result in fewer variance requests in the VE Zone;

WHEREAS, the affected properties are categorized as RS-D (Single Unit Residential Detached) and RT (Two Unit Residential) by the General Plan Land Use Element and are located within the R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential) Zoning Districts;

WHEREAS, the affected properties are located within the Coastal Zone with a Coastal Land Use Plan category of RSD-D (Single Unit Residential Detached – 20.0-29.9 DU/AC) and RT-E (Two Unit Residential – 30.0 – 39.9 DU/AC) and Coastal Zoning District designations of R-1 (Single-Unit Residential) and R-2 (Two-Unit Residential);

WHEREAS, a draft of this Local Coastal Program Amendment was presented to the design community on December 2, 2021, and to affected and nearby property owners on January 19, 2022, via virtual community meetings with comments incorporated into the proposed amendments to the extent feasible;

WHEREAS, the Planning Commission held a duly noticed public hearing on May 4, 2023, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with the California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapter 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing;

City of Newport Beach

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2023-022 by a unanimous vote (7 ayes, 0 nays) recommending approval of the Zoning Code Amendment and Local Coastal Program Amendment to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on June 13, 2023 in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with the Ralph M. Brown Act and Chapter 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The City Council does hereby approve the Zoning Code Amendment as set forth in "Exhibit A," based upon the Facts in Support of Zoning Code Amendment set forth in Exhibit "B," both of which are attached hereto and incorporated herein by reference.

Section 2: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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Section 4: The City Council finds this Zoning Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the California Code of Regulations, Title 14, Division 6, Chapter 3, ("CEQA Guidelines") because it has no potential for resulting in physical change to the environment, directly or indirectly.

The City Council also finds this Zoning Code Amendment is categorically exempt from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment. The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than twenty percent, which do not result in any changes in land use or density. The Zoning Code Amendment seeks to provide flexibility for potential encroachments into side, rear, and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs, and other accessory features in the front, side, and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes to land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

Section 5: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the NBMC shall remain unchanged and shall be in full force and effect.

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Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. This ordinance shall take effect upon certification of Zoning Code Amendment No. PA2018-075 by California Coastal Commission. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 13th day of June, 2023, and adopted on the 27th day of June, 2023, by the following vote, to-wit:

AYES: Mayor Blom, Mayor Pro Tem O'Neill, Council Member Avery, Council Member Grant, Council Member Kleiman, Council Member Stapleton, Council Member Weigand

NAYS: _____

ABSENT: _____

NOAH BLOM, MAYOR

ATTEST:

LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

AARON C. HARP, CITY ATTORNEY

Attachments: Exhibit A - Zoning Code Amendment (PA2018-075)
Exhibit B - Facts in Support of Zoning Code Amendment (PA2018-075)

City of Newport Beach

EXHIBIT "A"

ZONING CODE AMENDMENT (PA2018-075)

I. Section 20.28.010 (Purposes of Overlay Zoning Districts) of the NBMC is amended to add subsection (E) to read as follows:

E. Special Flood Hazard Area (VE) Overlay Zoning District. The VE Overlay District is intended to modify certain development standards for properties subject to special flood hazards as identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Orange County, California and Incorporated Area with accompanying FEMA Flood Insurance Rate Maps (FIRM).

II. The title of Chapter 20.28 Overlay Zoning Districts (MHP, PM, B, H) shall be amended to read as follows:

Sections:

20.28.010 Purposes of Overlay Zoning Districts.
20.28.020 Mobile Home Park (MHP) Overlay Zoning District.
20.28.030 Parking Management (PM) Overlay District.
20.28.040 Bluff (B) Overlay District.
20.28.050 Reserved.
20.28.060 Height (H) Overlay District.
20.28.070 Special Flood Hazard Area (VE) Overlay District.

III. Section 20.28.070 (Special Flood Hazard Area (VE) Overlay District) of the NBMC shall be added to read as follows:

Section 20.28.070 Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties located in the coastal high hazard area as defined in Chapter 15.50 (Floodplain Management) and identified as VE 13 or VE 15 on the adopted FEMA FIS and FIRM pursuant to Section 15.50.070 (Basis for Establishing the Areas of Special Flood Hazard). For purposes of this section, "encroachments" are limited to decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall apply.

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The encroachments allowed by this section shall only apply to new construction, substantial damage, or substantial improvements to the structure pursuant to Section 15.50.200 (Coastal High Hazard Areas) for residential properties where the structure is required to raise the foundation above the design flood elevation.

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:

   a. Chapter 15.50 (Flood Plain Management); or

   b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).

2. Access to the side yard setback shall comply with Section 20.30.110(A)(1)(c) (Access to Side Setback Area).

3. For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an interior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

4. For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

5. Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

6. Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

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C. Allowed Encroachments in Front Setbacks. Encroachments may be located within a required front setback area subject to the following restrictions:

1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:

    a. Chapter 15.50 (Flood Plain Management); or

    b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).

2. For interior lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line.

3. For corner lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s) and may extend into the front setback adjacent to the beach, permitted Ocean Front Encroachment areas (Appendix C Ocean Front Encroachment Policy Guidelines of Title 21), or Ocean Front Boardwalk. A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line. Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

    a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

    b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure, or other

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obstruction allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an intersection.

4. Guardrails and handrails in the front setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

D. Third Floor Limitations. All residential structures shall comply with Section 20.48.180 (Residential Development Standards and Design Criteria). For purposes of determining the number of floors within the principal structure, the garage shall be considered the first level. In the case of a split-level design, the Director shall determine which portions of the split-level structure shall constitute a third floor for the purpose of implementing Section 20.48.180 (Residential Development Standards and Design Criteria).

IV. Subsection (f) shall be added to Section 20.30.110(D)(1) (General Regulations) of the NBMC to read as follows:

f. Special Flood Hazard Area (VE) Overlay. Encroachments allowed by this subsection shall apply to properties within the VE Overlay except as modified by Section 20.28.070 (VE Overlay). See Section 20.28.070 (VE Overlay) for setback regulations and additional authorized encroachments.

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EXHIBIT "B"

FACTS IN SUPPORT OF CODE AMENDMENT (PA2018-075)

An amendment to Title 20 (Planning and Zoning) of the NBMC is a legislative act. Neither Chapter 20.66 (Planning and Zoning, Amendments) of Title 20 (Planning and Zoning) of the NBMC, or Article 2 (Adoption of Regulations) of Chapter 4 (Zoning Regulations) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the California Government Code set forth any required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Zoning Code Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. The Zoning Code Amendment is consistent with Coastal Land Use Plan Policy 2.7-1 and General Plan Land Use Element Policy LU 5.1.6, which require development to maintain appropriate setbacks for residential development to protect the character of established neighborhoods and to protect coastal access and coastal resources. The proposed amendments would only apply to private residential single-unit and two-unit properties and do not authorize any changes to public property.

2. The Zoning Code Amendment does not authorize any new development that will block coastal access, nor does it change the dimensions of setbacks. Instead, it will provide flexibility in the application of height requirements for accessory structures within front, side, and rear setbacks. No changes to density or to maximum height limits of principal structures are proposed as part of this amendment. All new residential development in the VE Zone will require approval of a coastal development permit to evaluate compliance with the Coastal Act, including potential impacts to views and access related to the proposed design and location.

3. Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design, as their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the first-floor elevation. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed height limits in the front setback. The Zoning Code Amendment is therefore necessary to provide parity between residential properties located in the VE Zone and typical residential properties throughout Coastal Zone. The changes will

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allow for raised landings, decks, patios, platforms, stairs, railings, and terraces to exceed the maximum height limits for accessory structures within front, side, and rear yard setbacks for new residential construction within the VE Zone.

4. New residential construction and substantial improvements in the VE Zone are required to be elevated approximately three to five feet above existing grade and stairs are necessary to access the dwelling from the ground. Currently, the NBMC limits steps, landings, platforms, and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure. The Zoning Code Amendment and Local Coastal Program Amendment would allow new residential construction to provide direct access to the dwelling from the side or rear setback without the need to reduce the floor area of the dwelling to accommodate the stairs. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the side and rear setback areas.

5. With exception of the changes to allowable setback encroachments, all future development within the VE Zone would remain consistent with unchanged applicable standards of the R-1 and R-2 Zoning Districts. These include setbacks, height, floor area limitations, and parking standards.

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STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; that the foregoing ordinance, being Ordinance No. 2023-10 was duly introduced on the 13th day of June, 2023, at a regular meeting, and adopted by the City Council at a regular meeting duly held on the 27th day of June, 2023, and that the same was so passed and adopted by the following vote, to wit:

AYES: Mayor Noah Blom, Mayor Pro Tem Will O'Neill, Council Member Brad Avery, Council Member Robyn Grant, Council Member Lauren Kleiman, Council Member Joe Stapleton, Council Member Erik Weigand
NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 28th day of June, 2023.

CITY OF NEWPORT BEACH CALIFORNIA

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

CERTIFICATE OF PUBLICATION

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, LEILANI I. BROWN, City Clerk of the City of Newport Beach, California, do hereby certify that Ordinance No. 2023-10 has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in *The Daily Pilot*, a newspaper of general circulation on the following dates:

Introduced Ordinance: June 17, 2023
Adopted Ordinance: July 1, 2023

In witness whereof, I have hereunto subscribed my name this 7th day of July, 2023.

CITY OF NEWPORT BEACH CALIFORNIA

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

City of Newport Beach

Attachment E

City Council Staff Report dated June 13, 2023 (without attachments)

CITY OF

NEWPORT BEACH

City Council Staff Report

June 13, 2023
Agenda Item No. 21

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Seimone Jurjis, Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov
PREPARED BY:	Liz Westmoreland, Senior Planner lwestmoreland@newportbeachca.gov
PHONE:	949-644-3234
TITLE:	Ordinance No. 2023-10: Code Amendment Establishing the "VE" Special Flood Hazard Area Overlay District (PA2018-075)

ABSTRACT:

For the City Council's consideration are amendments to Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code (NBMC) to establish a new Special Flood Hazard (VE) Overlay District. The VE Overlay District would modify design standards for new residential development for properties designated by the Federal Emergency Management Agency (FEMA) as being in the VE Special Flood Hazard Area (VE Zone). New development within the VE Zone is required to meet FEMA construction design criteria, which includes elevating the finished floor of new residential structures approximately 3 to 5 feet above existing grade to avoid flood hazards.

Due to the complexity of complying with FEMA construction design criteria and the City's current design standards, the proposed ordinance is meant to provide the property owner with flexibility in the design of their home. The proposed VE Overlay District would allow raised walkways, decks and stairs with necessary guardrails and handrails to encroach into the front, side and rear setback areas to provide reasonable use and site access. The raised decks and walkways would be elevated similarly to the required elevated finished floor of the new residential structure.

RECOMMENDATIONS:

a) Conduct a public hearing;

b) Find the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3) and 15378. The action is also exempt pursuant to State CEQA Guidelines Section 15061(b)(3) because it has no potential to have a significant effect on the environment. The amendments themselves do not authorize development that would directly result in physical change to the environment. Lastly, pursuant to CEQA Guidelines Section 15265(a)(1), local governments are exempt from the requirements of CEQA in connection with the adoption of a Local Coastal Program;

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c) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2023-10, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code to Establish the Special Flood Hazard (VE) Overlay District (PA2018-075)*, and pass to second reading on June 27, 2023; and

d) Adopt Resolution No. 2023-37, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing Submittal of a Local Coastal Program Amendment to the California Coastal Commission to Amend Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code to Establish the Special Flood Hazard (VE) Overlay District (PA2018-075).*

BACKGROUND:

On March 21, 2019, new FEMA Flood Insurance Rate Maps (FIRMs) went into effect in Newport Beach. The new maps include the designation of a Special Flood Hazard Area (VE Zone) affecting 166 beachfront properties in West Newport, between 24th Street and 48th Street. Figure 1 below is an excerpt of the FIRM with the affected beachfront properties identified by a red oval.

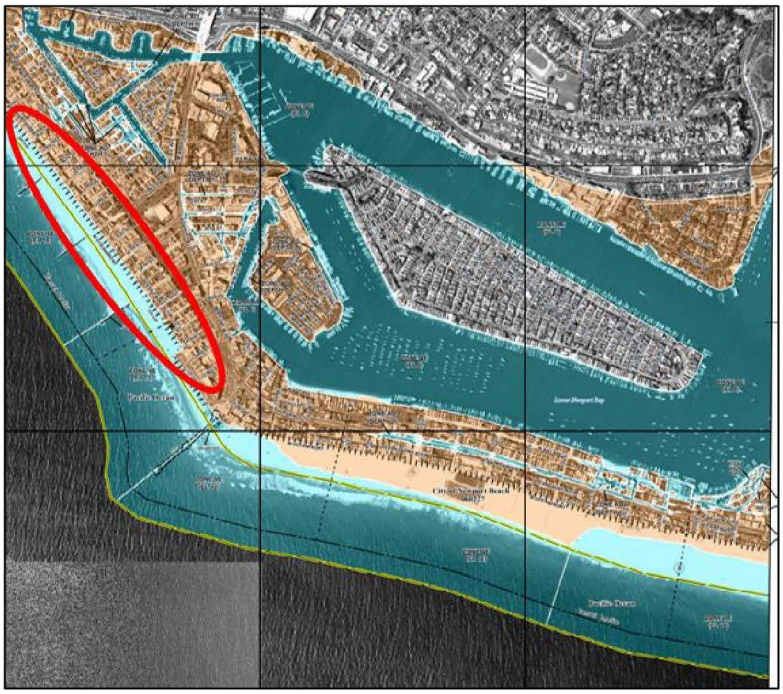


Figure 1 – Excerpt from the FIRM for West Newport

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Design Criteria for VE Zone Properties

New development and substantial remodels within the VE Zone are required to meet FEMA construction design criteria. This includes using pilings, posts, piers or columns to raise the main residential structure approximately 3 to 5 feet above the ground. The area below the elevated floor must be open and free of obstructions. In the event of wave action, these structures are designed and engineered to allow water to flow under the elevated floor system without damaging the foundation or creating substantial debris.

Of the 166 affected properties, 27 properties are in the "VE 13" area and require structures to be elevated by approximately 3 feet above the existing grade. The remaining 139 properties are in the "VE 15" area and require structures to be elevated approximately 5 feet above the existing grade. Figure 2 below provides a map of affected properties with the VE 13 designation shown in purple and the VE 15 designation shown in yellow.

Figure 3 on the following page provides an example section of a raised foundation on caissons.

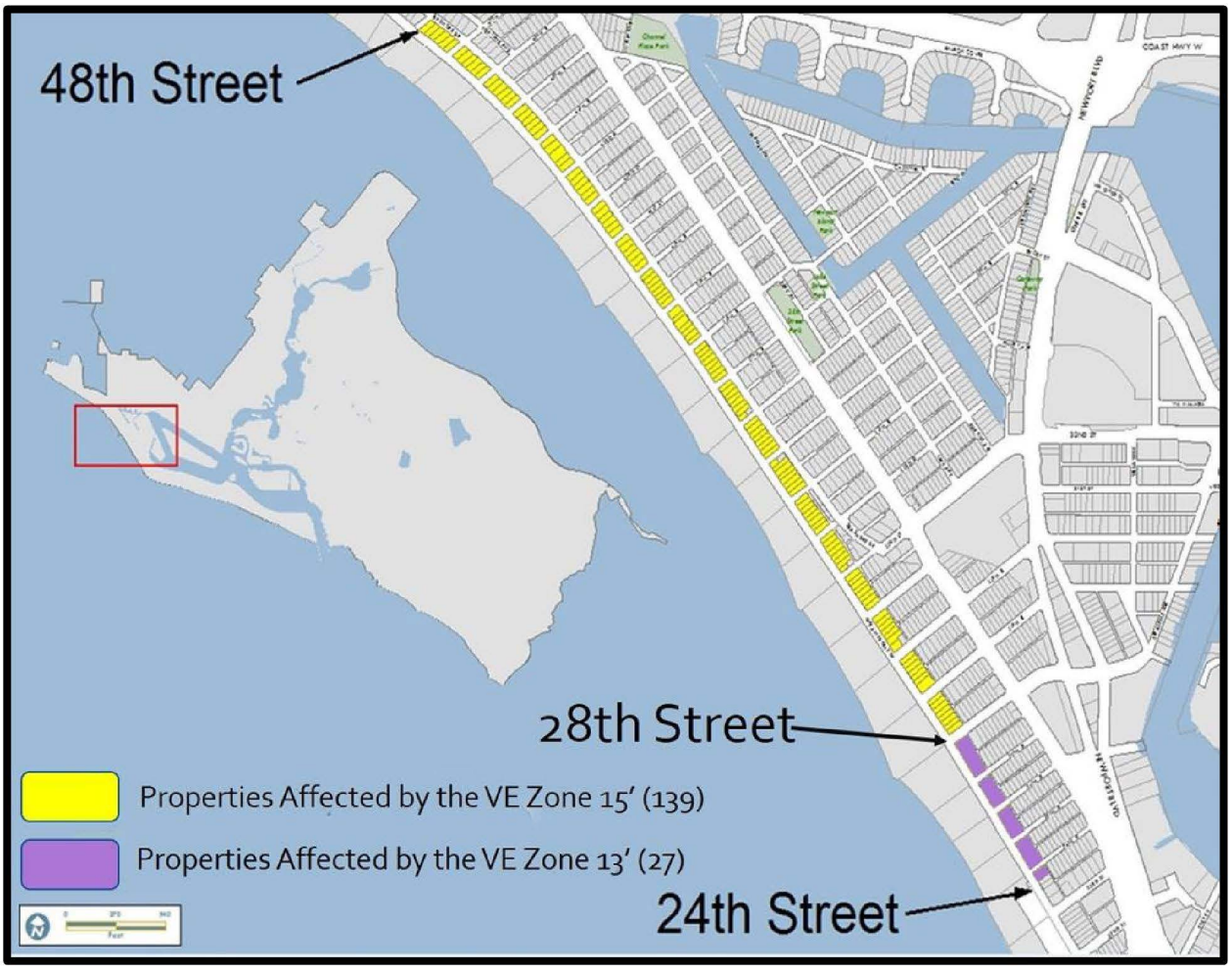


Figure 2 – Map of Affected Properties

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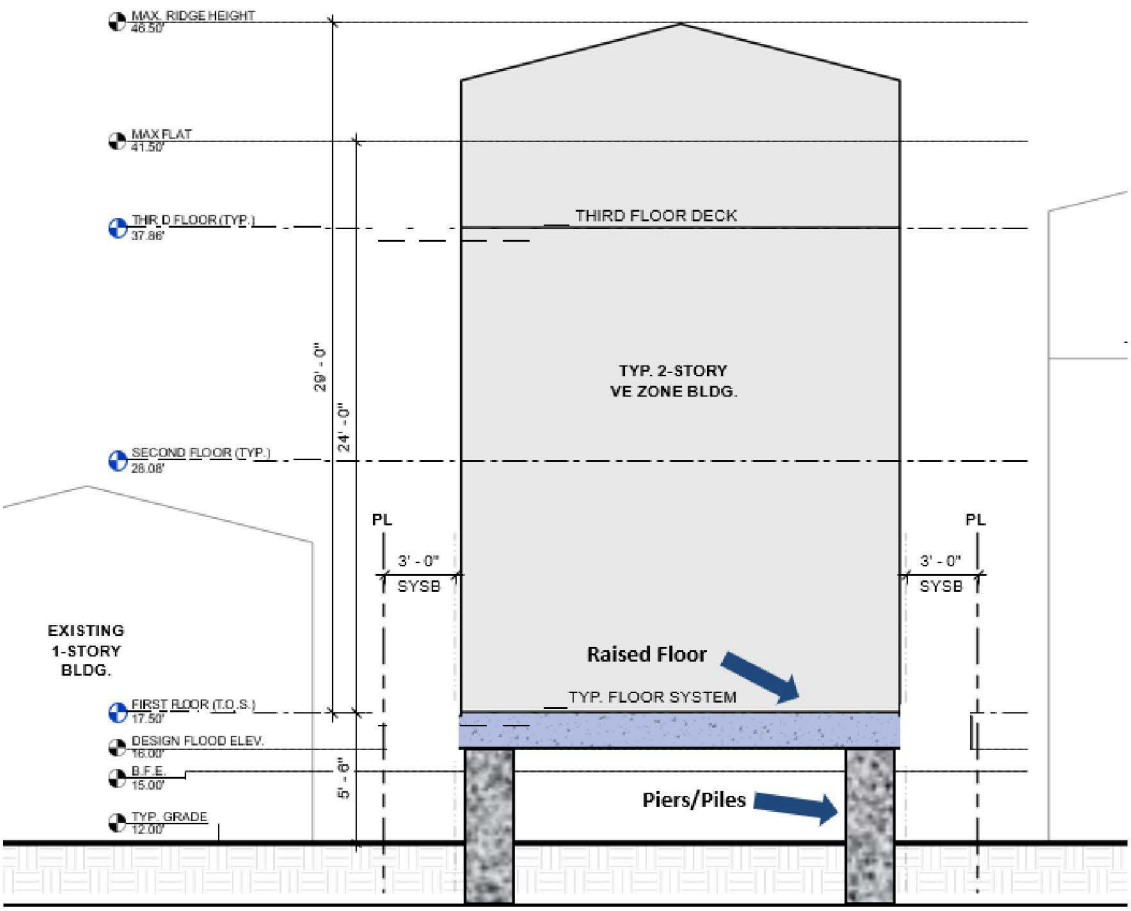


Figure 3 –Section of Raised Foundation

Compliance with FEMA's VE Zone design criteria presents several challenges for new residential development to meet the City's requirements of Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the NBMC. Specifically, the VE Zone design criteria significantly limits means of access to the dwelling, as well as the usability of outdoor areas. The proposed amendments seek to remedy the challenges related to access and usability of outdoor areas.

Lack of Beach Access

Typical residential properties along the beach and boardwalk can achieve seamless indoor and outdoor living with front patios along the sand or boardwalk. As of the effective date of the new FIRMs, properties in the VE Zone are no longer able to achieve this design for new construction since their finished floors are elevated well above the beach or boardwalk. The existing residential development standards in the NBMC limit the height of accessory structures to 42 inches maximum within the front setback. However, in the VE Zone, no patios or decks attached to the principal structure can be located below the elevated first floor. This significantly limits outdoor living space for the affected properties. Furthermore, no direct access to the ground is provided, as the required stairs and handrails or guardrails exceed allowable height limits in the front setback.

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Similarly, access is challenging for properties in the VE zone. The current NBMC limits steps, landings, platforms and similar features to 18 inches from existing grade in the side and rear setback. An 18-inch-high platform is not sufficient to reach the first floor of the new structure.

Proposed Solution – Code Amendment

The proposed code amendment will allow for raised landings, decks, patios, platforms, stairs, railings, handrails and terraces to exceed the maximum height limits for accessory structures within the front, side and rear yard setbacks for new residential construction within the VE Zone.

The proposed code changes would allow direct access to the dwelling from the setback without the need to reduce the floor area of the dwelling to accommodate the stairs outside the setbacks. The required handrails or guardrails would also be allowed as part of the amendment to accommodate access in the setback areas.

The amendment will provide parity between residential properties located in the VE Zone and typical residential properties throughout the Coastal Zone.

Simulations

Visual impacts related to the proposed encroachments have been generated using 3D models to compare hypothetical residential structures with and without the encroachment areas. Figure 4 below and on the next page shows the difference between a potential new residential structure that was built with encroachments, and one that was built based on the existing code prior to any amendments. Both comply with FEMA's design criteria.



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Figure 4 – Visual Simulations of New Development Without and With Encroachments

City Council Initiation

On March 26, 2019, the City Council adopted Resolution No. 2019-31, initiating an amendment to Title 20 and Title 21 of the NBMC to modify the setback encroachment regulations for residential properties in the VE Flood Hazard Area. Specifically, the proposed amendment is intended to resolve conflicts in the NBMC related to height allowances in setbacks that limit or eliminate access and usability of front, side and rear setbacks.

Public Engagement

The proposed amendments were presented to the design community on December 2, 2021, and to affected and nearby property owners on January 19, 2022, via virtual community meetings. The recommended allowance for site access encroachments into the front and side setbacks were generally supported. However, several residents raised concerns with respect to maintaining the privacy of adjacent properties, sight distance and safety impacts for corner-lot properties, and visual impacts for properties located behind VE properties. The proposed code amendments contained in the draft resolution and ordinance incorporate language that is responsive to and addresses the comments from the public to the greatest extent practicable.

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City Council - Study Session

A study session was held with the City Council on July 26, 2022, to discuss the proposed amendments and provide exhibits showing the potential design of new residential structures built in compliance with the VE Zone requirements. The exhibits showed the anticipated conditions or designs with and without the proposed code amendment. Affected owners in the VE Zone and owners within the vicinity of the VE Zone were provided a courtesy notice of the public meeting and a City "Newsplash" was posted online. At the conclusion of the study session, the City Council directed staff to complete the code amendments allowing maximum utility of setback areas and to prepare the draft language for review by the Planning Commission.

Planning Commission Public Hearing and Recommendation

On May 4, 2023, the Planning Commission considered the proposed amendments (staff report – Attachment E) and adopted Resolution No. PC2022-022 (Attachment C) by a unanimous vote, recommending approval of the Code Amendment to the City Council and recommending the City Council to authorize submittal of the Local Coastal Program Amendment to the California Coastal Commission. Meeting minutes are included as Attachment D.

During the public comment portion of the hearing, one member of the public, Mr. Jim Mosher, provided suggestions on the draft code language for clarity purposes. Staff has considered the proposed suggestions and incorporated them as appropriate in the attached resolution and ordinance. Additional written comments were submitted prior to the hearing and are included as Attachment F. One commenter had questions, two commenters expressed concerns related to visual impacts to adjacent homes and the neighborhood, and one property owner in the VE Zone expressed support of the amendments.

California Coastal Commission Submittal

If approved by the City Council the amendment will be submitted to the California Coastal Commission (Commission) for their review and consideration. Staff anticipates the amendment would be considered by the Commission within one year of submittal.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) under Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in a physical change to the environment, directly or indirectly.

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This action would also be considered exempt from CEQA pursuant to Section 15305 under Class 5 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential to have a significant effect on the environment.

The Class 5 exemption allows minor alterations in land use limitations in areas with an average slope of less than 20 percent, which do not result in any changes in land use or density. The proposed amendment seeks to provide flexibility for potential encroachments into side, rear and front setback areas for properties located within the VE Zone. The proposed changes to the NBMC could result in raised decks, landings, stairs and other accessory features in the front, side and rear setbacks for the affected properties. All changes are limited in scope and would only alter regulations for the height of accessory structures, which would not result in any changes to land use intensity or density.

The exceptions to this categorical exemption under Section 15300.2 are not applicable. The affected location does not impact an environmental resource of hazardous or critical concern, does not result in cumulative impacts, does not have a significant effect on the environment due to unusual circumstances, does not damage scenic resources within a state scenic highway, is not a hazardous waste site, and is not identified as a historical resource.

Lastly, pursuant to CEQA Guidelines Section 15265(a)(1), local governments are exempt from the requirements of CEQA in connection with the adoption of a Local Coastal Program.

NOTICING:

Pursuant to Section 13515 of the California Code of Regulations, a review draft of the LCP Amendment was made available, and a Notice of Availability was distributed on May 2, 2023, to all persons and agencies on the Notice of Availability mailing list.

Notice of this hearing was published in the *Daily Pilot*, mailed to all owners of property within 300 feet of the boundaries of the properties in the VE Special Flood Hazard Area (excluding intervening rights-of-way and waterways) and posted near the end of the properties in the VE Special Flood Hazard Area at least 10 days before the scheduled meeting, consistent with the provisions of the NBMC. Additionally, the item appeared on the agenda for this meeting, which was posted at City Hall and on the City website.

ATTACHMENTS:

Attachment A – Ordinance No. 2023-10 (Title 20 Amendments)
Attachment B – Resolution No. 2023-37 (Title 21 Amendment)
Attachment C – Planning Commission Resolution No. PC2023-022
Attachment D – May 4, 2023 Planning Commission Meeting Minutes
Attachment E – May 4, 2023 Planning Commission Staff Report
Attachment F – Written Correspondence

City of Newport Beach

Attachment F

Coastal Commission Approval Letter and Suggested Modifications

CALIFORNIA COASTAL COMMISSION
SOUTH COAST DISTRICT OFFICE
301 E. OCEAN BLVD, SUITE 300
LONG BEACH, CA 90802-4325
VOICE (562) 590-5071
FAX (562) 590-5084

September 9, 2025

City of Newport Beach
Planning Department
Liz Westmoreland, Principal Planner
100 Civic Center Drive
Newport Beach, CA 92660

RE: City of Newport Beach Local Coastal Program (LCP) Amendment No. LCP-5-NPB-23-0039-3, Part B (Beachfront Setback Encroachments).

Dear Ms. Westmoreland,

You are hereby notified that the California Coastal Commission, at its July 10, 2025 meeting, approved the City of Newport Beach Local Coastal Program (LCP) Amendment No. LCP-5-NPB-23-0039-3, Part B with suggested modifications. Amendment No. LCP-5-NPB-23-0039-3, Part B, which was submitted pursuant to City Council Resolution No. 2023-37, incorporates changes to the Implementation Plan (IP) portion of the LCP to establish a 'Special Flood Hazard (VE)' overlay, which would allow accessory structure encroachments within setbacks in beachfront lots.

The Commission approved the LCP Amendment with suggested modifications. Thus, the Amendment will become final once: 1) The City of Newport Beach City Council adopts the Commission's suggested modifications, 2) the City of Newport Beach City Council forwards the adopted suggested modifications to the Commission by Resolution, and 3) the Executive Director certifies that the City has complied with the Commission's July 10, 2025 action. The Coastal Act requires that the City's adoption of the suggested modifications be completed within six (6) months of the Commission's action.

Pursuant to the Commission's action on July 10, 2025, certification of the City of Newport Beach LCP Amendment No. LCP-5-NPB-23-0039-3, Part B is subject to the attached Suggested Modifications (Attachment A).

Thank you for your cooperation and we look forward to working with you and your staff in the future. Please email Dulce Cortez or myself if you have any questions regarding the modifications required for effective certification of City of Newport Beach LCP Amendment No. LCP-5-NPB-23-0039-3, Part B.

Sincerely,

DocuSigned by:
D781AF30CE0C4F5...
Amrita Spencer
District Manager
cc: File
Jaime Murillo, City of Newport Beach

Attachment A: Suggested Modifications to Amendment No. LCP-5-NPB-23-0039-3, Part B

Certification of City of Newport Beach Local Coastal Program (LCP) Amendment No. LCP-5-NPB-23-0039-3, Part B is subject to the following modifications.

Text added by the suggested modification is ***bold, italicized, and underlined,*** and text suggested to be deleted is ~~struck through~~. Only those subjections of the LCP for which modifications are being suggested are shown below.

Suggested Modification 1:

Section 21.28.070, Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties **~~located in the coastal high hazard area as defined in Chapter 15.50 (Floodplain Management) and identified as VE 13 or VE 15 on the adopted FEMA FIS and FIRM pursuant to Section 15.50.070 (Basis for Establishing the Areas of Special Flood Hazard)~~ identified as VE 13 or VE 15 on the Federal Emergency Management Agency's "Flood Insurance Study (FIS) for Orange County, California and Incorporated Area" dated revised March 21, 2019**. …

Chapter 21.80, Maps.

Section 21.80.070, Special Flood Hazard Area (VE) Overlay.

VE-1 –Special Flood Hazard Area (VE) Overlay (PDF)

Suggested Modification 2:

C. Allowed Encroachments in Front Setbacks. Encroachments may be located within a required front setback area subject to the following restrictions:

~~1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:~~

~~a. Chapter 15.50 (Flood Plain Management); or~~

~~b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).~~

~~2. For interior lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to front property line.~~

~~**3. For corner lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s) and may extend into the front setback adjacent to the beach, permitted Ocean Front Encroachment areas (Appendix C Ocean Front Encroachment Policy Guidelines of Title 21), or Ocean Front Boardwalk. A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).~~**

1. For interior lots and corner lots, one set of access stairs from the grade level to the first elevated floor is allowed to encroach up to three (3) feet into the front setback. Excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).

a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring the five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an intersection.

~~**4.**~~2. Guardrails and handrails in the front setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

Suggested Modification 3:

Section 21.28.070, Special Flood Hazard Area (VE) Overlay District.

A. Applicability. …For purposes of this section, “encroachments” are limited to **balconies,** decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development

standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall apply. The encroachments allowed by this section shall only apply ~~**to new construction, substantial damage, or substantial improvements to the structure pursuant to**~~ **when the project is required to comply with Section 15.50 (Floodplain Management)** for residential properties where the structure is required to raise the foundation above the design flood elevation. **Nothing in this section shall be construed to constitute a waiver of, or exclusion from, the building standards set forth in Section 15.50 (Floodplain Management).**

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

~~**1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:**~~

~~**a. Chapter 15.50 (Flood Plain Management); or**~~

~~**b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).**~~

~~**2.**~~**1.** For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an interior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

~~**3.**~~**2.** For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).

~~**4.**~~**3.** Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

~~**5.**~~**4.** Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

Attachment G

Redline-Strikeout Version of Title 21 Code Amendment

REDLINE FOR LOCAL COASTAL PROGRAM
AMENDMENT (PA2018-075)

I. Section 21.28.010 (Purposes of Overlay Zoning Districts) of the NBMC is amended to add subsection (F) to read as follows:

F. Special Flood Hazard Area (VE) Overlay Zoning District. The VE Overlay District is intended to modify certain development standards for properties subject to special flood hazards as identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Orange County, California and Incorporated Area with accompanying FEMA Flood Insurance Rate Maps (FIRM).

II. The title of Chapter 21.28 (Overlay Coastal Zoning Districts (MHP, PM, B, C and H) shall be amended to read as follows:

Section:

21.28.010 Purposes of Overlay Coastal Zoning Districts.
21.28.020 Mobile Home Park (MHP) Overlay Coastal Zoning District.
21.28.030 Parking Management (PM) Overlay District.
21.28.040 Bluff (B) Overlay District.
21.28.050 Canyon (C) Overlay District.
21.28.060 Height (H) Overlay District.
21.28.070 Special Flood Hazard Area (VE) Overlay District.

III. Section 21.28.070 (Special Flood Hazard Area (VE) Overlay District) of the NBMC shall be added to read as follows:

Section 21.28.070 Special Flood Hazard Area (VE) Overlay District.

A. Applicability. This section applies to encroachments for residential properties ~~located in the coastal high hazard area as defined in Chapter 15.50 (Floodplain Management) and~~ identified as VE 13 or VE 15 on the ~~adopted FEMA FIS and FIRM pursuant to Section 15.50.070 (Basis for Establishing the Areas of Special Flood Hazard).~~ Federal Emergency Management Agency's "Flood Insurance Study (FIS) for Orange County, California and Incorporated Area" dated revised March 21, 2019. For purposes of this section, "encroachments" are limited to balconies, decks, landings, patios, platforms, porches, steps, raised walkways, or terraces required for access. With the exception of the encroachments authorized herein, all development shall comply with the applicable residential development standards (e.g., floor area limit, setbacks, parking) of the underlying zoning district set forth in the NBMC. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section related to encroachments, the standards related to encroachments in this section shall apply.

The encroachments allowed by this section shall only apply when the project is required to comply with Section 15.50 (Floodplain Management) ~~to new construction, substantial damage, or substantial improvements to the structure pursuant to Section 15.50.200 (Coastal High Hazard Areas)~~ for residential properties where the structure is required to raise the foundation above the design flood elevation. Nothing in this section shall be construed to constitute a waiver of, or exclusion from, the building standards set forth in Section 15.50 (Floodplain Management).

B. Allowed Encroachments in Side and Rear Setbacks. An encroachment may be located within a required side or rear setback area other than those abutting an alley subject to the following restrictions:

~~1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:~~

~~a. Chapter 15.50 (Flood Plain Management); or~~

~~b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).~~

~~2.~~1. For interior lots, the encroachment may be located in one (1) or more side or rear setback and may extend to the property line abutting the side or rear setback. Encroachments in an ~~exterior~~ interior side or rear setback may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property.

~~3.~~2. For corner lots, the encroachment may be located in the interior side or rear setback. Encroachments in a side or rear setback facing a street may only be permitted to the minimum extent necessary to provide access to the dwelling from both the front and the rear of the property. The encroachment shall comply with all other development standards of the underlying zoning district including Section 20.30.130 (Traffic Safety Visibility Area).

~~4.~~3. Excluding required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s).

~~5.~~4. Guardrails and handrails in the side and rear setback shall be constructed of either transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

C. Allowed Encroachments in Front Setbacks. Encroachments may be located within a required front setback area subject to the following restrictions:

~~1. The design of the encroachment shall comply with the building standards set forth in Section 15.05.100 (Amendment to Section R301.2.4) and either of the following:~~

~~a. Chapter 15.50 (Flood Plain Management); or~~

~~b. The Flood Resistant Design and Construction publication by the American Society of Civil Engineers (ASCE 24).~~

~~2. For interior lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line.~~

1. For interior lot and corner lots, one set of access stairs from the grade level to the first elevated floor is allowed to encroach up to three (3) feet into the front setback. Excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s). Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).~~For corner lots, excluding the required guardrails or handrails, the finished surface of the encroachment shall not exceed six (6) inches above the finished floor of the dwelling unit(s) and may extend into the front setback adjacent to the beach, permitted Ocean Front Encroachment areas (Appendix C Ocean Front Encroachment Policy Guidelines of Title 21), or Ocean Front Boardwalk. A deck, balcony, patio, or terrace encroachment shall not exceed three (3) feet into the front setback. Stairs, steps, or landing encroachments required for access may extend to the front property line. Encroachments are subject to compliance with all other development standards of the underlying zoning district including Section 21.30.130 (Traffic Safety Visibility Area).~~

a. Corner lots shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, sidewalks, private driveways, and the Ocean Front Boardwalk. Notwithstanding the requirements of this subsection (C), no encroachment over thirty (30) inches in height from existing grade shall be located within the traffic visibility triangle (i.e. the triangular-shaped area on a corner lot formed by measuring the five (5) feet from the intersection of the front and street side property lines adjacent to the Ocean Front Boardwalk).

b. Improvements or structures that exceed the allowable height limit for visibility in the traffic safety visibility area may be approved by the City Traffic Engineer if he/she determines that the location and/or height of the existing or proposed improvement or structure allows for the unobstructed view of oncoming traffic including bicyclists, and pedestrians by a driver, bicyclist, or pedestrian approaching an

intersection.

~~3.~~2. Guardrails and handrails in the front setback shall be constructed of either ~~–~~transparent material (except for supports) or opaque material (e.g. decorative grillwork, wrought iron, latticework, or similar materials) so that at least forty percent (40%) of the guardrail or handrail is open. Handrails and guardrails shall not exceed the minimum height requirements set forth in the California Building Code for safety purposes.

M. Subsection (f) shall be added to Section 21.30.110(D)(1) (General Regulations) of the NBMC to read as follows:

f. Special Flood Hazard Area (VE) Overlay. Encroachments allowed by this subsection shall apply to properties within the VE Overlay except as modified by Section 21.28.070 (VE Overlay). See Section 21.28.070 (VE Overlay) for setback regulations and additional authorized encroachments.

M. Chapter 21.80 Maps shall be amended to include a new section as follows:

Section 21.80.070 Special Flood Hazard Area (VE) Overlay.

VE-1 – Special Flood Hazard Overlay (PDF)

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 17

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov
PREPARED BY:	Joselyn Perez, Senior Planner - 949-644-3312, jperez@newportbeachca.gov
TITLE:	Resolution No. 2025-66: Coyote Canyon Landfill Gas to Energy Facility Appeal (PA2022-063)

ABSTRACT:

For the City Council's consideration is an appeal of the Planning Commission's July 17, 2025, approval of a conditional use permit and adoption of a mitigated negative declaration (SCH No. 2024120012) to allow the construction and operation of a new renewable natural gas processing plant and pipeline interconnection facility at the closed Coyote Canyon Landfill located at 20662 Newport Coast Drive.

An appeal was filed on July 30, 2025, by the law firm Adams, Broadwell Joseph & Cardozo on behalf of Orange County Residents for Responsible Development alleging that the project has the potential for significant and unmitigated environmental impacts related to air quality, public health, hazards, greenhouse gas, and noise that were not adequately studied and mitigated by the initial study/mitigated negative declaration prepared for the project, and that the Planning Commission violated the Newport Beach Municipal Code (NBMC) in its approval.

RECOMMENDATIONS:

a) Conduct a de novo public hearing; and

b) Adopt Resolution No. 2025-66, *A Resolution of the City Council of the City of Newport Beach, California, Denying an Appeal and Upholding the Decision of the Planning Commission to Adopt a Mitigated Negative Declaration and Approve a Conditional Use Permit to Construct and Operate a Landfill Gas-to-Energy Facility at 20662 Newport Coast Drive (PA2022-063)*.

DISCUSSION:

The project site is located within the greater boundary of the closed Coyote Canyon Landfill (CCL), which received municipal solid waste from 1963 to 1990 and officially closed on May 7, 2003. The Coyote Canyon Landfill is at the northeastern edge of the City's boundaries within Newport Coast. It is owned by the County of Orange and is maintained by Orange County Waste & Recycling (OCWR).

As shown below in Figure 1, the landfill boundary occurs on both sides of Newport Coast Drive and consists of four distinct areas: (1) the main canyon landfill, located immediately west of Newport Coast Drive and addressed as 20661 Newport Coast Drive; (2) and (3) the east and south canyon landfilling areas, located east of Newport Coast Drive and with no specific address; and (4) the project site, also located east of Newport Coast Drive, at the top of a ridge, and addressed as 20662 Newport Coast Drive.



Figure 1, Coyote Canyon Landfill areas

The entire landfill footprint, including the project site, is located within the Natural Communities Conservation Plan/Habitat Conversation Plan (NCCP/HCP) for the Central and Coastal Subregions of Orange County. The NCCP/HCP is a multi-species habitat conservation plan designed to protect sensitive plant and animal species by preserving existing habitat areas. The project site is designated as an existing use by the NCCP/HCP. Surrounding land uses include the landfill areas described above, an Irvine Ranch Water District pumping station, and undeveloped open space. The nearest sensitive receptors are Sage Hill School, located approximately 1,400 feet to the north, and the Tesoro residential community, located approximately 1,250 feet to the south.

The project site has historically been the primary location for managing landfill gas (LFG), including a former LFG-to-energy facility. The original LFG-to-energy facility operated from 1988 to 2015 and converted LFG into electricity. The facility was removed as part of the Coyote Canyon Gas Recovery Demolition and Telecom Update (PA2016-091) (SCH No. 2016081012) because the quality of the LFG became inadequate for conversion into

energy with the technology available at the time. In 2018, OCWR released a Request for Proposals (RFP) seeking the highest qualified proposal for handling LFG at the site. The Applicant was selected through the RFP process and was offered an option agreement with the County to construct a new LFG-to-energy facility.

The project site is currently improved with emergency generators, above ground storage tanks, two 65-foot faux eucalyptus cell towers (telecoms), power panels and switchgear, a blower pad, and four flares that continuously burn off LFG generated by the landfill. There is a small operational support building used by OCWR staff and three parking spaces. The project site is surrounded by a 12-foot-tall perimeter block wall, trees, with coastal sage scrub beyond.

Project Description

Biofuels Coyote Canyon Biogas, LLC, on behalf of Archaea Energy, Inc. (Applicant) proposes the construction and operation of a new renewable natural gas (RNG) processing plant and a pipeline interconnection facility, collectively referred to as the "RNG Facility". The RNG Facility would treat LFG that is currently being flared off by OCWR through a proprietary process and would inject the RNG into SoCal Gas infrastructure through an existing, onsite, tie-in point. The RNG would not be stored onsite, nor would the RNG Facility replace OCWR's existing LFG collection system or flares. The existing flares would be used to combust any LFG that cannot be sent to the RNG Facility, like in the event of a scheduled shut down for maintenance, an unscheduled shutdown arising from an irregularity, or excess quantities of LFG.

From a physical design standpoint, the RNG Facility would have a total footprint of approximately 38,500 square feet, concentrated on the eastern side of the project site, and would be composed of pipe racks, various vessels and tanks, a new flare tower, a thermal oxidizer, and other miscellaneous processing equipment. The new flare tower will be approximately 40 feet high, as measured from finish grade, and will be fully enclosed with no flames visible from it. Equipment ranges in height from approximately 5 feet, 6 inches above finish grade to a maximum height of 60 feet above finish grade. Most equipment would be screened by the existing 12-foot-tall perimeter wall apart from the vessels, tanks, flare tower, pipe rack, and thermal oxidizer. The tallest piece of RNG Facility equipment, the thermal oxidizer, is proposed at a height of 60 feet above finish grade. It is important to highlight that all equipment will be below the 65-foot height of the adjacent faux-eucalyptus telecoms.

As shown below in Figure 2, the Applicant proposes enhanced aesthetic treatment of the equipment, consisting of camouflage paint, to help the RNG Facility blend in with the surroundings. Photographic simulations from additional vantage points are available as Attachment B.

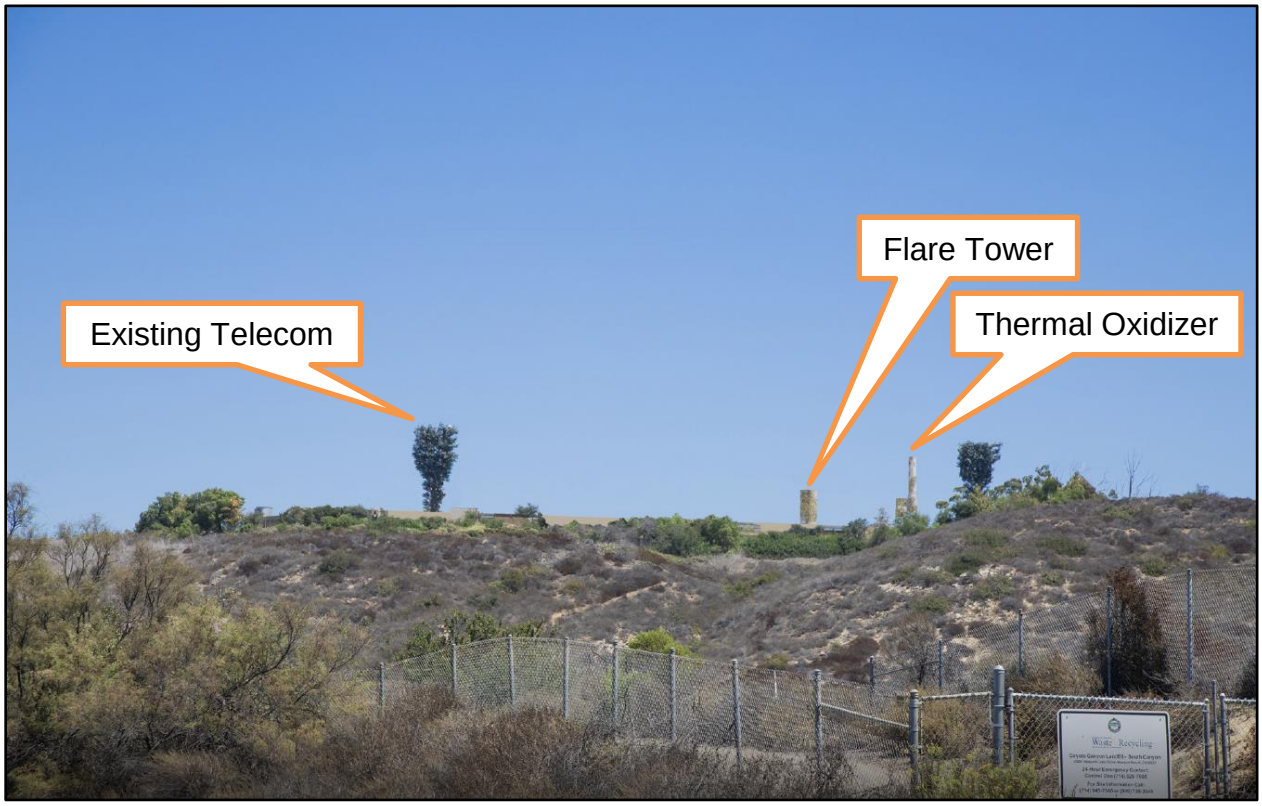


Figure 2, Visual Simulation of the RNG Facility with camouflage motif, taken from Newport Coast Drive, north of its intersection with San Joaquin Hills Road.

Other project components include a new control room building, striping for two new parking spaces, new internal access routes, utility upgrades including the installation of an additional fire hydrant, a water tank, a septic tank, oil/water separator, storm drain, and new underground power and telecommunication lines. The RNG Facility would operate 24 hours per day, seven days a week, with an annual scheduled shutdown for plant maintenance. The faux eucalyptus telecoms, along with existing OCWR infrastructure, would be protected in place and not affected by the current project. Project plans are available as Attachment C.

Construction is anticipated to take nine months and would include the demolition and rerouting of existing water and condensate lines, general site preparation, rough and fine grading, pipeline trenching and installation, soil hauling, vertical construction, paving, architectural coating, landscaping, and punch list/closeout items. In compliance with the City's requirements and as conditioned, construction would occur from 7 a.m. to 6:30 p.m., Monday through Friday, except on federal holidays. The Applicant will implement a traffic control plan during demolition and construction, which must be reviewed and accepted by the Community Development and Public Works Departments prior to the issuance of a building permit. The Applicant proposes notifying nearby residential community members at least one week prior to the start of construction activities with broader notifications required through various means, including placing signs at road crossings, indicating that large trucks may be present.

The primary laydown area for material deliveries is proposed on the project site with a secondary laydown area proposed within an already disturbed portion of the main landfill area, across Newport Coast Drive. Vehicle parking for construction employees would be provided in the secondary laydown area, and a shuttle would transport crews daily to and from the project site.

The project site is within the special purpose Open Space (OS) Zoning District. Like the OS General Plan category, the OS District is intended to provide areas to maintain and protect the community's natural open and landscaped open space areas. "Major Utilities" are allowed within the OS District, subject to the approval of a conditional use permit (CUP). All facts to support the required findings to approval a CUP are presented in detail within Exhibit "F" of Attachment A.

Mitigated Negative Declaration (MND)

In accordance with the California Environmental Quality Act (CEQA) and City Council Policy K-3, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project. Prior to taking action on the project, the City Council must first review, consider, and adopt the IS/MND (Exhibit "A", Attachment A). The draft IS/MND includes the Notice of Intent (NOI), Initial Study (IS), Environmental Analysis, and Appendices.

Based upon the analysis of the IS, the environmental categories within which the project would have either no impact or less than significant impact were: *Aesthetics, Agricultural/Forest Resources, Air Quality, Energy, Greenhouse Gas Emissions, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Recreation, and Utilities/Service Systems.*

The environmental categories which the project would have potentially significant impacts were: *Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Waste, Public Services, Transportation, Tribal Cultural Resources, and Wildfire.* Specific mitigation measures have been required to reduce the potentially significant adverse effects to a less than significant level.

The IS/MND was completed and circulated for a 45-day public review period that began on November 27, 2024, and concluded on January 13, 2025. Five comment letters were received during the comment period. Two of the five letters received were from public agencies (California Department of Transportation and the South Coast Air Quality Air Management District), one letter was received from the Gabrieleño Band of Mission Indians – Kizh Nation, and two letters were received from the law firm Adams, Broadwell Joseph & Cardozo (ABJ&C) on behalf of California Unions for Reliable Energy. Although not required for an IS/MND by the CEQA Guidelines, those letters have been catalogued and are responded to as part of the Final MND (Exhibit "B", Attachment A). The comments received did not result in changes to the project of a substantive nature.

Based on the entire environmental review record, the project, with mitigation measures, will have a less than significant impact on the environment.

Planning Commission Hearing and Decision

The project was originally scheduled to be heard at the Planning Commission meeting of May 22, 2025. In response to the public hearing notice, a comment letter was submitted on May 21, 2025, by ABJ&C on behalf of Orange County Residents for Responsible Industry. The project was removed from calendar, and the meeting was canceled to allow additional time for City staff to review the comment letter. It was determined that the comments provided in ABJ&C letter dated May 21, 2025, were already adequately responded to in the Response to Comments (RTC) included in the final MND and no additional analysis or changes to the Project would be required.

On July 17, 2025, the Planning Commission conducted a noticed public hearing to consider the project. The Planning Commission received one letter in advance of the hearing, but after the deadline for submitting written comments, and two oral comments during the hearing. The letter was submitted by the ABJ&C law firm also on behalf of Orange County Residents for Responsible Industry and expressed concern about the Project's potential for unmitigated significant impacts. Oral comments were received from Aidan Marshal, on behalf of Orange County Residents for Responsible Development, and Jim Mosher, expressing similar concerns regarding the potential for impacts.

Following receipt of public comments and deliberation, the Planning Commission adopted Resolution No. PC2025-008 by a unanimous vote to approve the project and adopt the IS/MND. The staff report, resolution and meeting minutes are provided as Attachment D, E and F, respectively.

Appeal

An appeal was filed on July 30, 2025, by the ABJ&C law firm on behalf of Orange County Residents for Responsible Development (Appellant) and is provided as Attachment G. The appeal alleged the following deficiencies regarding the IS/MND (as summarized):

a) Air quality impacts from fugitive emissions and leaks are significant and unmitigated;
b) Public health and hazards impacts are significant and unmitigated;
c) Greenhouse gas emissions may be significant and unmitigated;
d) Health risk impacts from construction emissions are underreported, relying on a 9-month construction schedule; and
e) Construction noise impacts are significant and unmitigated.

The Appellant also alleges the Planning Commission abused its discretion and violated Section 20.52.020(F) of the NBMC in approving the Project for the following reasons (as summarized):

a) The Planning Commission lacked substantial evidence to find that the project would not harm public health, safety, or welfare, specifically related to air quality, health risk, greenhouse gas emissions, and noise impacts;
b) The project may not be adequately served by fire protection services, especially in the case of worst-case scenario jet fires; and
c) The project is inconsistent with the General Plan policies, particularly those related to reducing construction-related air quality emissions.

Response to Appeal

Most of the environmental concerns raised in the July 30, 2025, appeal letter were previously addressed in the RTC included as part of the Final IS/MND. A Technical Memorandum is provided as Attachment H and is incorporated into the resolution to identify where each recent comment is addressed in the RTC. However, the Appellant correctly noted that the Planning Commission staff report mistakenly stated a 12-month construction period. The project proposes a nine-month construction schedule and the IS/MND relies on a nine-month construction schedule, as stated in the RTC. The current staff report reflects the correct duration.

The allegation that the Planning Commission lacked substantial evidence to conclude the Project would not harm public health, safety, or welfare is not supported. The IS/MND contains technical studies including an Air Quality Impact Analysis, Noise Impact Analysis, and Preliminary Site Consequence Analysis that evaluated the potential impacts to health and safety. The IS/MND and RTC demonstrate that, with mitigation measures, the Project would have less than significant environmental impacts and no known substantial adverse effects on human health.

The allegation that the Project would not be adequately served by fire protection services is also not supported. The Newport Beach Fire Department (“NBFD”) was consulted during preparation of the IS/MND, reviewed the Project’s fire protection measures, and raised no objections. The NBFD provided detailed input and technical recommendations, which were incorporated into the Project’s design, MMRP, and Conditions of Approval.

Regarding construction-related air quality impacts, the Appellant noted that Condition of Approval No. 33 in Planning Commission resolution No. PC2025-008 permitted up to 30 minutes of idling for trucks and equipment, conflicting with General Plan Policy NR 8.1. This condition was a standard condition for implementing best available control measures. As noted in the RTC, nonessential idling will be limited to five minutes, consistent with California Air Resources Board Rule 2485. The Conditions of Approval have been updated accordingly.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

As described in detail above, an IS/MND (SCH No. 2024120012) has been prepared in connection with the Project. The IS/MND states that, with mitigation measures incorporated, the Project will not result in a significant effect on the environment.

Additionally, the Project would qualify for two exemptions under CEQA, based on location, prior use, and environmental benefits.

First, the project is statutorily exempt under Section 21094.5 of the California Public Resources Code. This exemption applies when an Environmental Impact Report (EIR) has already been certified for a previous project, and the proposed project is similar in nature without introducing new or more severe environmental impacts than those previously analyzed. In this case, the earlier LFG-to-energy facility was reviewed as part of Addendum No. 84-104 to EIR No. 507 (SCH No. 82082004) (Exhibit "G," Attachment A). While the former facility converted LFG into electricity, the Project would perform the same basic function, converting LFG into RNG. No new or more significant environmental impacts have been identified beyond what was already evaluated in the prior environmental review.

Second, the project is also categorically exempt under CEQA Guidelines Section 15308. This section exempts actions taken by regulatory agencies to ensure the maintenance, restoration, enhancement, or protection of the environment, particularly when those actions involve established environmental protection procedures. Instead of flaring off LFG to the atmosphere, the Project will convert LFG into RNG, which will be injected into the SoCal Gas system.

NOTICING:

Notice of this hearing was published in the Daily Pilot, mailed to all owners of property within 300 feet of the boundaries of the site (excluding intervening rights-of-way and waterways), including the Applicant, and posted on the subject property at least 10 days before the scheduled meeting, consistent with the provisions of the NBMC. Additionally, the item appeared on the agenda for this meeting, which was posted at City Hall and on the City website. Lastly, the City emailed the notice of hearing to interested parties that had requested notification.

ATTACHMENTS:

Attachment A – Resolution No. 2025-66
Attachment B – Visual Simulations
Attachment C – Project Plans
Attachment D – July 17, 2025, Planning Commission Staff Report
Attachment E – Resolution No. PC2025-008
Attachment F – July 17, 2025, Planning Commission Minutes
Attachment G – Appeal Application
Attachment H – City Appeal Response Letter

Attachment A

Resolution No. 2025-66

RESOLUTION NO. 2025- 66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE DECISION OF THE PLANNING COMMISSION TO ADOPT A MITIGATED NEGATIVE DECLARATION AND APPROVE A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A LANDFILL GAS-TO-ENERGY FACILITY AT 20662 NEWPORT COAST DRIVE (PA2022-063)

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, an application was filed by Biofuels Coyote Canyon Biogas, LLC, on behalf of Archaea Energy, Inc. ("Applicant"), concerning property located at 20662 Newport Coast Drive, and legally described as a Portion of Block 128, Tract No. 361 of Irvine's Subdivision ("Project Site"), requesting approval of a conditional use permit ("CUP");

WHEREAS, the Project Site is located within the greater boundary of the closed Coyote Canyon Landfill ("CCL"), which is owned by the County of Orange ("Owner") and maintained by Orange County Waste & Recycling ("OCWR");

WHEREAS, the Project Site has historically been the primary location for dealing with landfill gas ("LFG"), including a former LFG-to-energy operation;

WHEREAS, the previous LFG-to-energy facility operated from 1988 to 2015 and was removed as part of the Coyote Canyon Gas Recovery Demolition and Telecom Update (PA2016-091) (State Clearinghouse Number ["SCH No."] 2016081012), as the quality of the LFG became inadequate for conversion to energy with the technology of the time;

WHEREAS, the Project Site is currently improved with emergency generators, above ground storage tanks, two 65-foot-tall faux eucalyptus cell towers ("Telecom Facilities"), a power panel and switchgear, a blower pad, and flares that currently burn off the LFG generated by CCL along with a small operational support building in the center of the site used by OCWR staff and three parking spaces;

WHEREAS, the Project Site is surrounded by a 12-foot-tall perimeter block wall, with trees and coastal sage scrub that are part of the Central Subregion of the Natural Communities Conservation Plan/Habitat Conversation Plan for the Central and Coastal Subregions of Orange County beyond;

WHEREAS, the Applicant requests to construct and operate a new renewable natural gas ("RNG") processing plant and a pipeline interconnection facility (collectively referred to as the "RNG Facility") to convert LFG generated by the CCL into a pipeline-quality natural gas equivalent with the RNG being transferred from the facility into SoCal Gas infrastructure for use in their system through an existing onsite tie-in point ("Project");

WHEREAS, other Project components include a new control room building, new internal access routes, utility upgrades including installation of an additional fire hydrant, a water tank, septic tank, oil/water separator, storm drain for off-site disposal of stormwater, and new underground power and telecommunication lines, all within the boundary of the 12-foot-tall perimeter block wall;

WHEREAS, the Project Site is categorized as Open Space (OS) by the Land Use Element of the General Plan and is located within the Open Space (OS) Zoning District;

WHEREAS, the Project meets the definition of a "Major Utility," as provided in Chapter 20.70 (Definitions) of the NBMC and is allowed within the OS District, subject to the approval of a CUP;

WHEREAS, the Project Site is not located within the coastal zone; therefore, no coastal development permit is required;

WHEREAS, a draft Initial Study and Mitigated Negative Declaration (SCH No. 2024120012) ("IS/MND"), which is attached hereto as Exhibit "A," and incorporated herein by reference was prepared for the Project in compliance with the California Environmental Quality Act ("CEQA"), as set forth in Public Resources Code Section 21000 *et seq.*, the State CEQA Guidelines set forth in Title 14 in the California Code of Regulations Section 15000 *et seq.*, and City Council Policy K-3;

WHEREAS, the draft IS/MND was circulated for a 45-day public review and comment period beginning on November 27, 2024, and ending on January 13, 2025;

WHEREAS, five public comment letters were received during the public review period consisting of two letters from public agencies (California Department of Transportation and the South Coast Air Quality Air Management District), one letter from the Gabrieleño Band of Mission Indians – Kizh Nation, and two letters from the law firm Adams, Broadwell Joseph & Cardozo ("ABJ&C");

WHEREAS, although not required by the CEQA Guidelines for an IS/MND, those comment letters were catalogued and responded to as part of the final IS/MND in the Response to Comments ("RTC") which is attached hereto as Exhibit "B," and incorporated herein by reference;

WHEREAS, pursuant to California Public Resources Code Section 21080.3.1, the City provided formal notice on December 5, 2023, to Native American tribes that are traditionally and culturally affiliated with the geographic area of the Project Site;

WHEREAS, the City received no responses within the 30-day period; however, a tribal contact for the Gabrieleño Band of Mission Indians – Kizh Nation, requested consultation during the previously described public comment period of the IS/MND;

WHEREAS, mitigation measures to address potential impacts to and the protection of Tribal Cultural Resources were included in the Mitigation Monitoring and Reporting Program ("MMRP"), which is attached hereto as Exhibit "C," and incorporated herein by reference, to the satisfaction of the tribe;

WHEREAS, based on the entire environmental review record, the Project, with mitigation measures, will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings associated with the Project;

WHEREAS, additionally, the long-term environmental goals will not be compromised by the Project nor are there cumulative impacts anticipated in connection with the Project so that the Project, with implementation of the MMRP, will reduce the potential environmental impacts to a less than significant level;

WHEREAS, a public hearing was held by the Planning Commission on July 17, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach. A notice of the time, place, and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapter 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to and considered by the Planning Commission at this hearing;

WHEREAS, the final MND, which includes the IS, public comments, RTC, and the MMRP, was considered by the Planning Commission in its review of the Project;

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2025-008 by a unanimous vote (4 ayes, 0 nays, and 3 absent), approving the Project and adopting the final MND inclusive of the IS, RTC, and the MMRP;

WHEREAS, an appeal of the Planning Commission's decision was filed by ABJ&C alleging that the Project has the potential for significant and unmitigated environmental impacts related to air quality, public health, hazards, greenhouse gas, and noise, and that substantial evidence did not support the Planning Commission's approval of the Project; and

WHEREAS, a public hearing was held on October 14, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach, California. A notice of the time, place, and purpose of the hearing was given in accordance with the Ralph M. Brown Act and 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to and considered by, the City Council at this hearing.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council does hereby uphold the Planning Commission's approval of the CUP filed as PA2022-063, subject to the conditions of approval set forth in Exhibit "E," supported by the facts and findings set forth in in Exhibit "F," both of which are attached hereto and incorporated herein by reference.

Additionally, the Planning Commission acted within its discretion in approving the Project for the following reasons as described in greater detail below:

a. Substantial evidence exists that the Project would not harm public health, safety, or welfare, specifically related to air quality, health risk, greenhouse gas emissions, and noise impacts;
b. The Project will be adequately served by fire protection services, especially in the case of worst-case scenario jet fires; and
c. The Project is consistent with the General Plan policies, including those related to reducing construction-related air quality emissions impacts.

Approval of the Project is supported by substantial evidence that the Project would not harm public health, safety, or welfare based on the evidence provided in IS/MND and RTC. With mitigation measures, the Project will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings associated with the Project.

The Project would be adequately served by fire protection services. The Newport Beach Fire Department ("NBFD") was consulted during the preparation of the IS/MND and participated in the review of the Project's fire protection measures. NBFD did not object to the Project and provided detailed input and technical recommendations that were incorporated into the Project's design, MMRP, and Conditions of Approval.

Lastly, related to construction-related air quality impacts, the Appellant identified that Condition of Approval No. 33 of Planning Commission Resolution No. PC2025-008 allowed for idling up to 30 minutes for trucks and heavy equipment, conflicting with Policy NR 8.1 of the General Plan. Condition of Approval No. 33 was a standard condition, intended to implement best available control measures during construction. As described in the RTC, nonessential idling of off-road equipment shall be limited to five minutes, consistent with California Air Resources Board Rule 2485, and the Conditions of Approval have been updated.

Section 2: The City Council has considered the decision of the Planning Commission and determined that the IS/MND adequately considers and mitigates potential impacts related to air quality, public health, hazards, greenhouse gas, and noise, as raised by ABJ&C. Therefore, the City Council of the City of Newport Beach hereby adopts the Mitigated Negative Declaration (SCH No. 2024120012) attached hereto as Exhibit "A," Response to Comments attached hereto as Exhibit "B," and Mitigation Monitoring and Reporting Program attached hereto as Exhibit C," and incorporated by reference. The City Council finds that the issues raised related to the IS/MND are not new and were both previously and adequately addressed in the RTC. A Technical Memorandum is attached hereto as Exhibit "D" and incorporated herein by reference describes where in the RTC the comments from the appeal letter dated July 30, 2025, have been addressed. Moreover, the Project is statutorily and categorically exempt as set forth in Sections 3 and 4 of this resolution.

Section 3: The Project is statutorily exempt under Section 21094.5 of the California Public Resources Code which exempts projects where an environmental impact report was certified for a planning level decision in which case, the approval of the infill project is limited to the effects on the environment that (A) are specific to the project or to the project site and were not addressed as significant effects in the prior environmental document, or (B) substantial new information shows the effects will be more significant than described in the prior environmental document. The Project Site is located within the greater boundary of the closed CCL. The Project Site has historically been used as a renewable energy facility. Specifically, from 1988 to 2015, the Project Site consisted of a facility that converted landfill gas generated by the landfill into electricity. Addendum No. 84-104 to Environmental Impact Report No. 507 (SCH No. 82082004), both of which are attached hereto and incorporated herein by reference as Exhibit "G," was certified in 1984. Addendum No. 84-104 analyzed the environmental impacts associated with the prior LFG project. The Project involves the same activities as the prior LFG-conversion in that it would operate as an RNG Facility that converts LFG generated by the CCL. Since Addendum No. 84-104 analyzed the issues on appeal, the Project is statutory exempt from CEQA pursuant to Section 21094.5 of the California Public Resources Code.

Section 4: Finally, the Project is categorically exempt under Section 15308 as set forth in Title 14 of the California Code of Regulations ("CEQA Guidelines") which exempts actions taken by regulatory agencies to assure the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment. The Project is exempt under Section 15308 in that, instead of flaring exhaust into the atmosphere, the LFG generated by the CCL into a pipeline-quality natural gas equivalent with the RNG being transferred from the facility into SoCal Gas infrastructure for use in their system through an existing onsite tie-in point.

Section 5: The City Council further finds that modifications to the Project made by the City Council, if any, are not major changes that require referral back to the Planning Commission for consideration and recommendation.

Section 6: The City Council finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger.

Section 7: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 8: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 14th day of October, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment(s): Exhibit "A" – Initial Study/Mitigated Negative Declaration (SCH No. 2024120012)
Exhibit "B" – Response to Comments
Exhibit "C" – Mitigation Monitoring and Reporting Program
Exhibit "D" – Technical Memorandum
Exhibit "E" – Conditions of Approval
Exhibit "F" – Findings and Facts in Support of Findings
Exhibit "G" – Addendum IS 84-104 to EIR 507 (SCH No. 82082004) for Coyote Canyon Landfill Gas Recovery Permit LGR 84-1

EXHIBIT "A"

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
SCH NO. 2024120012

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3088533&dbid=0&repo=CNB

EXHIBIT "B"

RESPONSE TO COMMENTS

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3162801&repo=CNB&dbid=0

EXHIBIT "C"

MITIGATION MONITORING AND REPORTING PROGRAM

May 2025 | **Mitigation Monitoring and Reporting Program**
State Clearinghouse No. 2024120012

Landfill Gas to Energy Plant Project

City of Newport Beach

Prepared for:

City of Newport Beach
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PLACEWORKS

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Landfill Gas to Energy Plant Project Initial Study and Mitigated Negative Declaration (IS/MND), State Clearinghouse No. 2024120012. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and the City of Newport Beach Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The State CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of Newport Beach is the lead agency for the Landfill Gas to Energy Plant Project(proposed project) and is therefore responsible for implementing the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

The MMRP consists of the mitigation program and the measures to implement and monitor the mitigation program. The MMRP defines the following for the mitigation measures outlined in Table 2-1, *Mitigation Monitoring Requirements*:

- **Definition of Mitigation.** The mitigation measure contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to take for mitigation.

- **Responsibility for Implementation.** Unless otherwise indicated, the project applicant (Archaea Energy) is the party responsible for implementing the mitigation.

- **Responsibility for Oversight.** Since the project site is owned by the County of Orange and operated by OCWR, OCWR will have oversight responsibility for implementation of the project's mitigation measures. OCWR's technical consultants will perform related monitoring tasks in their respective areas of expertise and under the direction of the environmental monitor manager. OCWR's mitigation monitoring team, consisting of the environmental monitor manager and technical subconsultants, is responsible for monitoring the implementation/compliance with all adopted mitigation measures. A major portion of the team's work is in-field monitoring and compliance report preparation. OCWR will also be responsible for first phase dispute resolution. Once OCWR prepares compliance reports, the reports will be submitted to the City for review and final approval.

- **Responsibility for Monitoring.** The City of Newport Beach will have the final responsibility for monitoring the performance and implementation of the mitigation measures. The City will be responsible for overall program administration, final compliance report review, dispute resolution, and document/report clearinghouse. If disputes cannot be resolved between OCWR and the project applicant, the City will arbitrate the final resolution of disputes. To guarantee that the mitigation measure will not be inadvertently overlooked, the City will be the official entity who grants the permit or authorization called for in the mitigation measure. All activities are subject to the approval of all required permits from local, state, and federal agencies with permitting authority over the specific activity.

- **Time Frame.** A time frame is provided for performance of each mitigation measure and/or documentation of implementation.

The numbering system in Table 1 corresponds with the numbering system used in the IS/MND. The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the mitigation measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of Newport Beach. The completed MMRP and supplemental documents will be kept on file at the City of Newport Community Development Department.

1.2 PROJECT SUMMARY

The Landfill Gas to Energy Plant project (proposed project) involves the installation and operation of a new renewable natural gas (RNG) processing plant and a pipeline interconnection facility (collectively referred to as the RNG facility). The proposed RNG facility would be constructed under a lease agreement with OC Waste & Recycling (OCWR), within the boundary of the closed Coyote Canyon Landfill (CCL), which is owned by the County of Orange and operated by OCWR. The project site is 4.14 acres and surrounded by a 12-foot perimeter wall. The proposed RNG facility would have a total footprint of 38,500 square feet (0.88 acres) and would convert existing landfill gas into a pipeline-quality natural gas equivalent. The pipeline interconnection facility would be approximately 6,000 square feet, and the RNG processing plant would be approximately 32,500 square feet. The interconnection facility would include a point of receipt (POR) skid to monitor the quality of the RNG and an 8-inch pipeline extension dedicated to transfer of the RNG from the POR to the

existing fossil natural gas pipeline tie-in point, owned by SoCalGas, in the western part of the site. Other project components include new internal access routes and utility and infrastructure improvements. These improvements would include installation of a fire hydrant, an on-site water tank, a septic tank system for the proposed control room, a storm drain for off-site disposal of stormwater, and new underground power and telecommunication lines. Project implementation requires a conditional use permit (CUP) from the City of Newport Beach (City).

1.3 PROJECT LOCATION

The project site is in the northeastern portion of Newport Beach in Orange County, California. The 4.14-acre project site is at the top of a hill at 20662 Newport Coast Drive within the boundary of the closed CCL. The project site is on a previously established level building pad, enclosed by a 12-foot perimeter wall with surrounding trees on all sides. The pad was previously developed with a landfill gas-to-energy plant which has since been demolished. The area immediately outside the perimeter wall that could be affected by the implementation of the proposed project includes understory species and viewshed trees. The trees are a mix of native and non-native species consisting of eucalyptus, Peruvian peppers, myporiums, white alders, western sycamores, and coast live oak. The project site can be accessed from State Route (SR-) 73, approximately 0.2 mile to the east via Newport Coast Drive, and from SR-1, approximately 2.7 miles to the south via Newport Coast Drive.

1.4 ENVIRONMENTAL IMPACTS

The level of significance is identified for each impact in the MND. Although the criteria for determining significance are different for each topic area, the environmental analysis applies a uniform classification of the impacts based on definitions consistent with CEQA and the CEQA Guidelines:

- **No impact.** The project would not change the environment.
- **Less than significant.** The project would not cause any substantial, adverse change in the environment.
- **Less than significant with mitigation incorporated.** The Initial Study includes mitigation measures that avoid substantial adverse impacts on the environment.
- **Significant and unavoidable.** The project would cause a substantial adverse effect on the environment, and no feasible mitigation measures are available to reduce the impact to a less than significant level.

1.4.1 Impacts Considered Less Than Significant

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Energy
- Greenhouse Gas Emissions
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Recreation
- Utilities and Serves Systems

1.4.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Waste
- Hydrology and Water Quality
- Public Services
- Transportation
- Tribal Cultural Resources
- Wildfire

2. Mitigation Monitoring and Reporting Requirements

Project-specific mitigation measures have been categorized in matrix format, as shown in Table 2-1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

3. Mitigation Monitoring Requirements

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
3.4 Biological Resources						
BIO-1	**Preconstruction Nesting Bird Surveys and Avoidance.** Construction activities shall avoid the migratory bird nesting season (typically February 1 through August 31) to reduce any potential significant impact to birds that may be nesting in the project site. Additionally, vegetation within the proposed impact area can be removed outside of the nesting season to minimize the potential for birds to nest in the impact footprint. If construction activities must occur during the migratory bird nesting season, an avian nesting survey of the project site and within 500 feet of all impact areas must be conducted to determine the presence/absence of protected migratory birds and active nests. The avian nesting survey shall be performed by a qualified wildlife biologist within 72 hours prior to the start of construction in accordance with the Migratory Bird Treaty Act and California Fish and Game Code Sections 3503, 3503.5, and 3513. If an active bird nest is found, the nest shall be flagged and mapped on the construction plans, along with an appropriate buffer established around the nest, which shall be determined by the biologist based on the species' sensitivity to disturbance (typically 300 feet for passerines and 500 feet for raptors and special-status species). The nest area shall be avoided until the nest is vacated and the juveniles have fledged. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximately to an active nest buffer. No project activities shall encroach into established buffers without the consent of a monitoring biologist. The buffer shall remain in place until it is determined that the nestlings have fledged and the nest is no longer active.	Project Applicant's Qualified Wildlife Biologist & Construction Contractors	72 hours prior to the construction start date If construction activities must occur during the migratory bird nesting season	OCWR	City of Newport Beach Community Development Department	
BIO-2	**Preconstruction Bat Survey and Avoidance.** Prior to the removal of trees that could support roosting bats during the maternity roosting season (March through August), a bat biologist shall survey the areas that could provide suitable roosting habitat for bats to confirm they contain no potential maternity roosts. If a potential maternity roost is	Project Applicant's Qualified Biologist &	Prior to the removal of trees that could support roosting bats during the	OCWR	City of Newport Beach Community	

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
present, the following measures shall be implemented to reduce the potential impact to special-status bat species to a less-than-significant level: 1. **Maternity Roosting Season Avoidance**. All proposed construction activities that could impact suitable roosting habitat, including bat roost exclusion, shall occur outside the general bat maternity roosting season of March through August to reduce any potentially significant impact to maternity roosting bats. If the maternity roosting season cannot be avoided, then implement Items 2 and 3 below, prior to the maternity roosting season, to ensure no impacts occur to roosting bats during the exclusion process. 2. **Replacement Roost Installation**. If there is a potential or known maternity roost within a tree to be removed, replacement roost installation shall occur outside of the maternity roosting season. At least one month prior to the exclusion of bats from a roost, the biologist shall procure and install bat boxes from a reputable vendor, such as Bat Conservation and Management, to allow bats sufficient time to acclimate to a new potential roost location. The bat boxes shall be installed in close proximity to the trees and in an area that is in close proximity to suitable foraging habitat (i.e., near coast live oak woodland). Additionally, the bat boxes shall be oriented to the south or southwest, and the area chosen for the bat boxes must receive sufficient sunlight (at least 6 hours) to allow the bat boxes to reach an optimum internal temperature (approximately 90°F) to mimic the existing bat roost. The bat boxes shall be suitable to house crevice-roosting bat species and large enough to contain a minimum of 50 bats (e.g., Four Chamber Premium Bat House or Bat Bunker Plus). The bat boxes shall be installed on a minimum 20-foot-tall steel pole. The bat boxes should be installed under the guidance of the bat biologist. 3. **Roost Exclusion.** Roost exclusion must only occur outside of the maternity roosting season, and during the time when bats are	Construction Contractors	maternity roosting season		Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
most active (early spring or fall) to increase the potential to exclude all bats from roosts and minimize the potential for a significant impact to occur by avoiding the maternity roosting season. Approximately 1 month after bat boxes have been installed, exclusion of the existing roost shall occur. The primary exit points for roosting bats shall be identified, and all secondary ingress/egress locations shall be covered with a tarp, wood planks, or other methods, as directed by the bat biologist, to prevent bats from leaving from other locations. The primary exit point shall remain uncovered to allow exclusion devices to be installed. Exclusion devices may consist of a screen (poly netting, window screen, or fiberglass screening), foam, wood, or backer rods installed at the primary exit point, so bats are not able to return to the roost after emerging. The exclusion devices shall be installed under the direction of the bat biologist and shall be installed at night to increase the potential that bats have already left the roost and are less likely to return. Once it is confirmed by the bat biologist that all primary and secondary exit/entrance points have been covered and the exclusion devices are properly in place, a one-week exclusion period shall commence. A passive acoustic monitoring detector shall be deployed during the one-week exclusion period to monitor if bat activity has decreased during the exclusion period. Periodic monitoring (one or two evenings) by the bat biologist during the exclusion period should also be conducted to observe if any bats are still emerging from trees to be removed. On the final night of the exclusion period, an active monitoring survey should be conducted to ensure that no bats are emerging from trees to be removed and to confirm that exclusion has been successful. Continued presence of roosting bats in trees that are to be removed shall require an adjustment to the exclusion devices and schedule. The exclusion devices may remain in place until the start of tree removal. After the initial bat survey, if any additional bats are found roosting in any proposed tree removal					

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	locations, additional exclusion shall be required and follow the same methodology described in this mitigation measure.					
BIO-3	**Standard Mandatory Construction Conditions Mitigation Measures.** 1. To the extent practicable, no clearing of coastal sage scrub (CSS) habitat that is occupied by nesting gnatcatchers shall occur during the breeding and nesting season (February 15 through July 15). It is expressly understood that this provision and the remaining provisions of these "construction minimization measures" are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control, and emergency facility repairs. In the event of such public health and safety circumstances, the applicant shall provide United States Fish and Wildlife Service (USFWS)/California Department of Fish and Wildlife (CDFW) with the maximum practicable notice (or such notice as is specified in the NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens, and any other CSS Identified Species that are not otherwise flushed and shall carry out the following measures only to the extent practicable in the context of the public health and safety considerations. 2. Prior to the commencement of clearing operations or other activities involving significant soil disturbance, all areas of CSS habitat to be avoided under the provisions of the NCCP/HCP, shall be identified with temporary fencing or other markers clearly visible to construction personnel. Additionally, prior to the commencement of clearing operations or other activities involving disturbance of CSS, a survey shall be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance activities and the locations of	Project Applicant's Monitoring Biologist & Construction Contractors	Prior and during construction activities	OCWR	City of Newport Beach Community Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
any such species shall be clearly marked and identified on the construction/grading plans.					
3. A monitoring biologist, acceptable to the USFWS/CDFW shall be on site during any clearing of CSS. The applicant shall advise USFWS/CDFW at least 7 calendar days (and preferably 14 calendar days) prior to the clearing of any habitat occupied by identified species to allow USFWS/CDFW to work with the monitoring biologist in connection with bird flushing/capture activities. The monitoring biologist shall flush identified species (avian or other mobile identified species) from occupied habitat areas immediately prior to brush-clearing and earth-moving activities. If birds cannot be flushed, they shall be captured in mist nets, if feasible, and relocated to areas of the site to be protected or to the NCCP/HCP Reserve system. It shall be the responsibility of the monitoring biologist to ensure that identified bird species shall not be directly impacted by brush-clearing and earth-moving equipment in a manner that also allows for construction activities on a timely basis.					
4. Following the completion of initial clearing/earth movement activities, all areas of CSS habitat to be avoided by construction equipment and personnel shall be marked with temporary fencing or other appropriate markers clearly visible to construction personnel. No construction access, parking, or storage of equipment or materials shall be permitted within such marked areas.					
5. In areas bordering the NCCP Reserve System or Special Linkage/Special Management areas containing significant CSS identified in the NCCP/HCP for protection, vehicle transportation routes between cut-and-fill locations shall be restricted to a minimum number during consistent with project construction requirements. Waste dirt or rubble shall not be deposited on adjacent CSS identified in the NCCP/HCP for protection. Preconstruction meetings involving the monitoring biologist, construction supervisors,					

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	and equipment operators shall be conducted and documented to ensure maximum practicable adherence to these measures. 6. CSS identified in the NCCP/HCP for protection and within the likely dust drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves, as recommended by the monitoring biologist.					
BIO-4	**Education Program.** An education program (Worker Environmental Awareness Program [WEAP]) for all persons employed or otherwise working in the project area shall be administered before performing impacts. The WEAP shall consist of a presentation from the designated biologist that includes a discussion of the biological resources and mitigation measures described in the California Environmental Quality Act (CEQA) document. Interpretation for non-English-speaking workers shall be provided, and the same instruction shall be provided to all new workers before they are authorized to perform work in the project area. After completion of the WEAP, employees shall sign a form stating they attended the program and understand all protection measures.	Project Applicant's Qualified Biologist & Construction Contractors	Prior to construction	OCWR	City of Newport Beach Community Development Department	
BIO-5	**Hazardous Waste.** The applicant shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and cleanup by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so.	Project Applicant's & Construction Contractors	During construction	OCWR	City of Newport Beach Community Development Department	
BIO-6	**BMPs to Avoid Indirect Impacts to Special-Status Resources.** To reduce any indirect impacts to special-status biological resources adjacent to construction and due to tree removals, best management practices (BMPs) shall be implemented to control dust pollution, prevent discharge of potentially harmful chemicals, and prevent changes in hydrology. BMPs shall include, but not be limited to,	Construction Contractors	During construction	OCWR	City of Newport Beach Community Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	installing erosion and sedimentation control devices, applying water to control dust, placing drip pans under equipment when not in use, refueling in designated areas, and containing concrete washout properly, among other practices.					
3.5 Cultural Resources						
CUL-1	The project applicant shall retain an archaeological and paleontological resource monitor to monitor the project's subsurface areas during land disturbance from demolition and construction activities. If any archaeological or paleontological resources are discovered, the archaeological/paleontological monitor shall have the authority to stop work, assess the resources found, and implement a plan for the removal of the archaeological/paleontological resources if deemed significant.	Project Applicant's Archaeological and Paleontological Resource Monitor	During ground disturbance and construction activities.	OCWR	City of Newport Beach Community Development Department Enforcement; or the Director's Designee	
3.7 Geology and Soils						
BIO-6	Refer to Mitigation Measure BIO-6 above.					
3.9 Hazards and Hazardous Materials						
HAZ-1	A Fuel Modification Plan shall be prepared by the project applicant and submitted to Newport Beach Fire Department (NBFD) for review and approval in concurrence with project plan approval and prior to any site disturbances. The Fuel Modification Plan shall follow NBFD Guideline G.02, including: a. Site Assessment conducted prior to conducting fire behavior modeling and/or evaluations of potential wildfire hazard. b. Fire behavior evaluation that incorporates site-specific fuel, terrain, and weather inputs and may include modeling to support fuel modification zone specifications. c. Preparation of a Conceptual Fuel Modification Plan (CFMP) that provides the delineated zones, widths, planting requirements,	Project Applicant	Concurrent with project plan approval and prior to any site disturbances	OCWR	City of Newport Beach Community Development Department & Newport Beach Fire Department	

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
topographic information, existing vegetation/fuels locations, proposed structure locations, proposed fuel modification zone locations, proposed treatment prescriptions, site photographs, results from fire behavior modeling efforts, and other information required under NBFD's Guidelines. This CFMP will be submitted to NBFD for review and comment. Once accepted, the Precise Fuel Modification Plan (PFMP) can be created. d. The PFMP will follow NBFD's Guidelines and include: i. Location and detail of permanent zone markers ii. Plant palette and spacing design in accordance with approved guidelines iii. Irrigation plans and specifications iv. Structure footprint or delineation of proposed development v. All applicable maintenance requirements and assignment of responsibility vi. Additional notes, as required by NBFD vii. Three sets of plans will be submitted for NBFD review e. A Technical Report shall accompany the CFMP and provide fire risk assessment information, fire behavior modeling results, WindNinja wind pattern analysis, and technical analysis of any proposed alternative approaches. f. If necessary, an Alternative Materials & Methods (AM&M) report justifying any alternative approach or reduced fuel modification zone widths associated shall be required. The AM&M report examines the requirements, the deviation from the requirements, other mitigating site features (terrain, structure location, earthen berms, overall structural exposure, etc.) and provides additional measures, as necessary, to justify that the intent of the code requirements are being satisfied. AM&M reports provide scientific justifications that the proposed fuel modification shall provide equivalent function as the standard NBFD fuel modification area with the addition of proposed mitigation measures, per NBFD Guideline A-01.					

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
3.10 Hydrology and Water Quality						
BIO-6	Refer to Mitigation Measure BIO-6 above.					
3.15 Public Services						
HAZ-1	Refer to Mitigation Measure HAZ-1 above.					
3.17 Transportation						
TRANS-1	Prior to the initiation of demolition activities at the project site, the applicant shall prepare a traffic control plan for demolition and construction. The traffic control plan shall include the staggering of truck trips throughout the day on Newport Coast Drive, so that the minimum practicable number of truck trips will occur during the AM peak period, to reduce impacts as much as possible to Sage Hill High School and both the State Route 73 on and off-ramps at Newport Coast Drive. The traffic control plan shall also include measures that address safety hazards to bicyclists and pedestrians.	Project Applicant & Construction Contractor	Prior to construction activities	OCWR	City of Newport Beach Community Development Department	
TRANS-2	All demolition and construction vehicle drivers shall be informed that turning right on the red light at the traffic signal at the intersection of the project site access road and Newport Coast Drive shall be prohibited for the duration of demolition and construction activities. A sign shall be posted at the entrance to the intersection to remind drivers that they are prohibited from making a right-turn at the red light onto Newport Coast Drive.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	
TRANS-3	For the duration of the demolition and construction activities, electronic signage shall be placed near Sage Hill High School to inform drivers regarding the duration of the demolition and construction activities and to indicate that large trucks may be present for the duration of construction and demolition activities.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRANS-4	Construction spotters with walkie-talkies shall be assigned on both ends of the project site access road to guide trucks during project demolition and construction activities. Trucks shall only be able to travel in one direction on the one lane paved access road at a time. Trucks that are waiting to go up the access road shall wait across the street on the main canyon landfill property until the spotter informs them that it is safe to proceed up the access road to the project site.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	
3.17 Tribal Cultural Resources						
TCR-1	**Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities**: The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations. "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs shall identify and describe any discovered tribal cultural resources (TCR), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe.	Kizh Nation Monitor, Project Applicant, City of Newport Beach Community Development Department, & Construction Contractors	Prior to the commencement of any ground-disturbing activity and then during these activities	OCWR	City of Newport Beach Community Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant and lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.					
TCR-2	**Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial):** Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	Kizh Nation Monitor and/or Kizh Archaeologist & Construction Contractors	During construction activities	OCWR	City of Newport Beach Community Development Department	
TCR-3	**Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects**: Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any	Kizh Nation Monitor and/or Kizh Archaeologist, Project Applicant & Construction Contractors	During construction activities	OCWR	City of Newport Beach Community Development Department	

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.					
3.20 Wildfire						
HAZ-1	Refer to Mitigation Measure HAZ-1 above.					

EXHIBIT "D"

TECHNICAL MEMORANDUM

PLACEWORKS

TECHNICAL MEMORANDUM

DATE	September 26, 2025
TO	Joselyn Perez, Senior Planner
ADDRESS	Community Development Department 100 Civic Center Drive Newport Beach, CA 92660
CONTACT	949.644.3312 jperez@newportbeachca.gov
FROM	Dina El Chammas Gass, Senior Associate
SUBJECT	Response to Adams, Broadwell, Joseph & Cardozo 7/30/25 Appeal Letter Regarding the Coyote Canyon Landfill Gas to Energy Plant Project
PROJECT NUMBER	CNB-25.0

This memorandum has been prepared to address the letter dated July 30, 2025, from Adams, Broadwell, Joseph and Cardozo (ABJ&C) appealing the Newport Beach Planning Commission's July 17, 2025, decision to approve the Coyote Canyon Landfill Gas to Energy Project (PA2022-063) and adopt the project's Initial Study/Mitigated Negative Declaration (SCH No. 2024120012).

The draft IS/MND was circulated for a 45-day public review and comment period beginning on November 27, 2024, and ending on January 13, 2025. ABJ&C submitted two letters dated December 23, 2024, and January 13, 2025. Responses to the comments raised in those letters were included in the Response to Comment (RTC) document dated May 2025. In response to a public hearing notice for the May 22, 2025, Planning Commission meeting, ABJ&C then submitted an additional comment letter dated May 21, 2025. This letter was submitted outside the public review period for the IS/MND, and therefore the responses were not included in the formal RTC, however a response to this letter was included as Attachment 6 to the Planning Commission staff report dated July 17, 2025. The majority of issues raised in the May 21, 2025, letter were already raised in the previous letters, for which responses were provided in the RTC.

Similarly, the majority of issues raised in the July 30, 2025, appeal letter were already raised in the previous ABJ&C letters detailed above and responses have already been provided.

The following responses refer to the original responses provided in the RTC, which is available on the City's website at https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3162801&repo=CNB&dbid=0; and in Attachment 6 of the July 17, 2025, staff report, available at https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3175862&dbid=0&repo=CNB.

Air Quality Impacts from Fugitive Emissions and Leaks

ABJ&C once again notes that the proposed project would result in significant impacts from fugitive greenhouse gas emissions. This comment was addressed in the response to comment O2-11 in the RTC, and no additional issues were raised or substantiated. The RTC response describes the purpose of the project's Emergency Action Plan and South Coast Air Quality Management District's Rule 466 (Pumps and Compressors) which mitigate potential impacts from leaks through personal training; an inspection and monitoring program, including daily inspection rounds; and ongoing preventative maintenance. The site will also be equipped with leak detection sensors located throughout the site, alarms, and an automatic shutdown system.

Public Health and Hazards Impacts

ABJ&C again states that the risk of upset from fire, vapor clouds, and other accidents or operational upsets in systems such as the thermal oxidizer and flaring systems could result in significant impacts to public health. This comment was addressed in the response to comment O2-13 in the RTC.

ABJ&C noted that a Preliminary Site Consequence Assessment was referenced in the IS/MND and that this document was not provided to the public until the Planning Commission's July 2025 Staff Report. This is not in violation of CEQA because the public did have access to the document before the Planning Commission public hearing, where they had the opportunity to voice comments on the document. The public can comment on the IS/MND during the public review period and at public hearings. The Preliminary Site Consequence Analysis was uploaded to the City's website and available for public review at: https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3185637&dbid=0&repo=CNB.

ABJ&C notes that the IS/MND underreported impacts on sensitive receptors by omitting them from its analysis. The Preliminary Site Consequence Assessment addresses impacts to the Sage Hill High School, car passengers on Newport Coast Drive, and car passengers on State Route (SR) 73. Car passengers on SR-73 are closer to the project site than the closest residential receptors. Since there would be no impacts to car passengers on SR-73, there would be no impacts to residential receptors.

ABJ&C also notes that the Preliminary Site Consequence Assessment found significant impacts on the occupied county landfill building and surrounding vegetation. The Preliminary Site Consequence Assessment includes blast overpressure design requirements that mitigate impacts to the county building to less than significant. These measures will be implemented as part of the proposed project. Additionally, as shown in the response to comment O2-13 in the RTC, the fire risk to nearby vegetation is less than significant. The IS/MND includes mitigation measure HAZ-1 to reduce impacts from fires to less than significant. Mitigation HAZ-1 requires that a Conceptual Fuel Modification Plan (CFMP) be submitted to the Newport Beach Fire Department (NBFD) for review and approval in concurrence with project plan approval and prior to any site disturbances. The CFMP for the project was prepared and included as Attachment 4 of the July 17, 2025, Staff Report. The NBFD has reviewed and approved the CFMP and since the proposed project does not include any new landscaping, a Precise Fuel Modification Plan is not required. Additionally, the non-combustible wall, which will function as both a radiant and convective heat barrier, provides an additional mitigating factor alongside the vegetation management measures.

Greenhouse Gas Emission from Shutdowns

ABJ&C notes that emissions associated with the annual shutdown and 10 potential shutdown days per year may result in significant GHG emissions. This comment was addressed in the response to comment O2-13 in the RTC. In the event of unplanned shutdowns, the system is designed so that all valves close, and landfill

gas (LFG) would be rerouted to the existing LFG enclosed flares, which are separately owned and operated by OC Waste and Recycling. This scenario is the equivalent of reverting to baseline conditions.

Health Risk Impacts from Construction Emissions Are Underreported

ABJ&C once again asserts that the health risk analysis relied on a 9-month completion timeline instead of 12 months, thus truncating the analysis of emissions exposure by 3 months. This comment was addressed in the responses to comments O2-11 and O2-20 in the RTC.

Construction Noise Impacts

ABJ&C once again notes that the proposed project would result in excessive noise levels to nearby sensitive receptors. This comment was addressed in the response to comment O2-24 in the RTC, and no additional issues were raised or substantiated in the most recent letter.

Municipal Code Violations

ABJ&C states that the Planning Commission lacked substantial evidence to support the findings required for approval of the Conditional Use Permit for the proposed project. ABJ&C notes that they provided substantial evidence supporting a fair argument that the project results in significant air quality, health risk, greenhouse gas emissions, and noise impacts. These comments have been addressed above.

ABJ&C also notes that the project may not be adequately served by fire protection services and that NBFD may not be able to extinguish worst-case scenario jet fires because the fire protection measures that will be implemented as part of the project are not enforceable mitigation. Fire protection features that are federal, state, and local regulatory requirements or are part of the project design do not need to be included in the CEQA document as mitigation measures. However, the preparation of the Fuel Modification Plan was included as Mitigation Measure HAZ-1 in the IS/MND.

NBFD was consulted during the CEQA process and visited the site to mark the trees that need to be removed to ensure fire safety. The recommendation for the removal of trees is based on spacing, health, and species per direction from the Fire Marshal. A tree information matrix is in Appendix C of the IS/MND that shows which trees will remain and which will be removed. The CFMP prepared for the project was based on the Fire Marshal's tree removal directions and follows NBFD's Guideline G.02. The IS/MND and the CFMP were both reviewed by NBFD, and the final Fuel Modification Plan will be approved by the NBFD as part of the plan check process. Additionally, the preliminary Emergency Action Plan (EAP), which outlines fire hazards, techniques to control or extinguish fires, and emergency evacuation and response procedures, was included as Appendix H of the IS/MND. The final EAP would be reviewed and approved by NBFD as provided pursuant to Condition of Approval No. 32. NBFD is also involved in the development review process to ensure that necessary fire prevention and emergency response features are incorporated with the design of the project. Also, all site improvements and building construction would be reviewed and approved by NBFD before the City issues building permits and the certificate of occupancy.

The Appellant identified that Condition of Approval No. 33 of the Planning Commission resolution No. PC2025-008 allowed trucks and heavy equipment idling up to 30 minutes, conflicting with Policy NR 8.1 of the General Plan. **Condition of Approval no. 33 was a standard condition, intended to implement best available control measures during construction. As described in response to comment O2-16, nonessential idling of off-road equipment shall be limited to five minutes, consistent with California Air Resources Board Rule 2485, and the Conditions of Approval have been updated.**

EXHIBIT "E"

CONDITIONS OF APPROVAL

(Project-specific conditions are in italics)

Planning Division

1. The development shall be in substantial conformance with the approved site plan and elevations stamped and dated with the date of this approval (except as modified by applicable conditions of approval).

2. The project is subject to all applicable City ordinances, policies, and standards unless specifically waived or modified by the conditions of approval.

3. The Applicant shall comply with all federal, state, and local laws. A material violation of any of those laws in connection with the use may cause the revocation of this Conditional Use Permit.

4. *No equipment shall exceed 35 feet in height above the finish grade, with the exception of the thermal oxidizer and the flare tower, which shall be limited to 60 feet and 40 feet above finish grade respectively.*

5. *RNG Facility equipment shall be coated with camouflaging paint as an enhanced aesthetic treatment.*

6. *Prior to final building permit inspection, the Applicant shall schedule an inspection with the Planning Division to verify the aesthetic treatment applied to the RNG Facility is acceptable.*

7. *Two parking spaces shall be provided for control room employees.*

8. *Secure and functional short-term bike parking shall be provided for control room employees.*

9. *Prior to building permit final inspection, the Applicant shall schedule an evening inspection with the Code Enforcement Division to confirm the facility is not excessively lit, except as deemed necessary for security lighting.*

10. *If in the opinion of the Director of Community Development, site illumination creates an unacceptable negative impact on surrounding land uses or environmental resources, the Director may order the dimming of light sources or other remediation upon finding that the site is excessively illuminated.*

11. Project signage shall be in conformance with Chapter 20.42 (Signs) of the NBMC.

12. PA2022-063 shall expire unless exercised within 24 months from the date of approval as specified in Section 20.54.060 (Time Limits and Extensions) of the NBMC, unless an extension is otherwise granted.

13. This Conditional Use Permit may be modified or revoked by the City Council should they determine that the proposed uses or conditions under which it is being operated or maintained are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity or if the property is operated or maintained to constitute a public nuisance.

14. Any change in operational characteristics, expansion in the area, or other modification to the approved plans, shall require subsequent Planning Division review and may require the processing of an amendment to this Use Permit or the processing of a new CUP.

15. Prior to the issuance of a building permit, a copy of the Resolution, including Conditions of Approval Exhibit "F" shall be incorporated into the Building Division and field sets of plans.

16. Prior to the issuance of a building permit, the Applicant shall submit to the Planning Division an additional copy of the approved architectural plans for inclusion in the CUP file. The plans shall be identical to those approved by all City departments for building permit issuance. The approved copy shall include architectural sheets only and shall be reduced in size to 11 inches by 17 inches. The plans shall accurately depict the elements approved by this CUP and shall highlight the approved elements such that they are readily discernible from other elements of the plans.

17. *All landscape materials and irrigation systems shall be maintained by the approved fuel modification plan. All landscaped areas shall be maintained in a healthy and growing condition and shall receive regular pruning, fertilizing, mowing, and trimming. All landscaped areas shall be kept free of weeds and debris. All irrigation systems shall be kept operable, including adjustments, replacements, repairs, and cleaning as part of regular maintenance.*

18. Prior to the issuance of a building permit, the Applicant shall prepare a photometric study in conjunction with a final lighting plan for approval by the Planning Division. The survey shall show that lighting values are "1" or less at all property lines.

19. Prior to the issuance of a building permit, the Applicant shall pay any unpaid administrative costs associated with the processing of this application to the Planning Division.

20. All noise generated by the proposed use shall comply with the provisions of Chapter 10.26 (Community Noise Control), under Sections 10.26.025 (Exterior

Noise Standards) and 10.26.030 (Interior Noise Standards), and other applicable noise control requirements of the NBMC.

21. Construction activities shall comply with Section 10.28.040 (Construction Activity – Noise Regulations) of the NBMC, which restricts hours of noise-generating construction activities to between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday. Noise-generating construction activities are not allowed on Sundays, or Holidays.

22. Should the property be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the current business owner, property owner or leasing agent.

23. All trash shall be stored within the building or within dumpsters stored in a trash enclosure (three walls and a self-latching gate) or otherwise screened from the view of neighboring properties, except when placed for pick-up by refuse collection agencies. A trash enclosure shall have a decorative solid roof for aesthetic and screening purposes.

24. Deliveries and refuse collection for the facility shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and Saturdays and between the hours of 10:00 p.m. and 9:00 a.m. on Sundays and Federal holidays unless otherwise approved by the Director of Community Development and may require an amendment to this CUP.

25. A Special Events Permit is required for any event or promotional activity outside the normal operating characteristics of the approved use, as conditioned, or that would attract large crowds, involve the sale of alcoholic beverages, include any form of on-site media broadcast, or any other activities as specified in the NBMC to require such permits.

26. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold harmless the City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to City's approval of **Coyote Canyon Landfill Gas to Energy Facility** including, but not limited to, the **Conditional Use Permit filed as PA2022-063**. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorney's fees, and other expenses incurred in connection with such claim, action, causes of action, suit, or proceeding whether incurred by the applicant, City, and/or the parties initiating or bringing the such proceeding. The applicant shall indemnify the City for all the City's costs, attorneys' fees, and damages that which City incurs in enforcing the indemnification provisions outlined in this condition. The applicant

shall pay to the City upon demand any amount owed to the City under the indemnification requirements prescribed in this condition.

Fire Department

27. *The Applicant is required to obtain all applicable permits from the City's Fire Department.*

28. *Prior to the issuance of a building permit, a Fire Master Plan showing fire department vehicle access, turn-around, fire hydrants, and other Fire Department appliances as applicable shall be submitted for review and approval.*

29. *The Project is located within a Very High Fire Hazard Severity Zone (VHFHSZ). The Project is required to comply with the following for development in a wildland fire prone area:*

    a. *All new structures shall comply with Chapter 7A of the California Building Code for construction in a designated wildland area.*

    b. *A defensible space landscape plan/fuel modification plan is required to protect the facility from wildfires in accordance with City Guideline G.02 (Fuel Modification Plans and Maintenance Standards for Developments). The plan must include the area immediately outside the 12-foot perimeter wall.*

30. *A Hazardous Materials Inventory document is required. Both a paper and electronic version will be required for review by NBFD.*

31. *The flare tower shall be designed so that flames are not visible above the structure nor visible from the public right of way including Newport Coast Drive and State Route 73.*

32. *Prior to the issuance of a building permit: A final Emergency Action Plan (EAP) shall be reviewed and approved by NBFD.*

Building Division

33. The Applicant is required to obtain all applicable permits from the City's Building Division. The construction plans must comply with the most recent, City-adopted version of the California Building Code. The construction plans must meet all applicable State Disabilities Access requirements.

34. The Applicant shall employ the following best available control measures ("BACMs") during construction:

Dust Control

- Water all active construction areas at least twice daily.
- Cover all haul trucks or maintain at least two feet of freeboard.
- Pave or apply water four times daily to all unpaved parking or staging areas.
- Sweep or wash any site access points within two hours of any visible dirt deposits on any public roadway.
- Cover or water twice daily any on-stockpiles of debris, dirt, or other dusty material.
- Suspend all operations on any unpaved surface if winds exceed 25 mph.

Emissions

- Require 90-day low-NOx tune-ups for off-road equipment.
- Limit allowable idling consistent with California Air Resources Board regulations
- Encourage carpooling for construction workers.
- Limit lane closures to off-peak travel periods.
- Park construction vehicles off traveled roadways.
- Wet down or cover dirt hauled off-site.
- Sweep access points daily.
- Encourage receipt of materials during non-peak traffic hours.
- Sandbag construction sites for erosion control.

Fill Placement

- The number and type of equipment for dirt pushing will be limited on any day to ensure that SCAQMD significance thresholds are not exceeded.
- Maintain and utilize a continuous water application system during earth placement and compaction to achieve a 10% soil moisture content in the top six-inch surface layer, subject to review/discretion of the geotechnical engineer.

35. Prior to the issuance of a building permit, a Storm Water Pollution Prevention Plan ("SWPPP") and Notice of Intent (NOI) to comply with the General Permit for Construction Activities shall be prepared, submitted to the State Water Quality Control Board for approval and made part of the construction program. The project applicant will provide the City with a copy of the NOI and their application check as proof of filing with the State Water Quality Control Board. This plan will detail measures and practices that will be in effect during construction to minimize the project's impact on water quality.

36. Prior to the issuance of a building permit, the applicant shall prepare and submit a final Water Quality Management Plan ("WQMP") for the proposed project, subject to the approval of the Building Division and Code and Water Quality Enforcement Division. The WQMP shall provide appropriate Best Management Practices ("BMPs") to ensure that no violations of water quality standards or waste discharge requirements occur.

37. A list of "good housekeeping" practices will be incorporated into the long-term post-construction operation of the site to minimize the likelihood that pollutants will be used, stored, or spilled on the site that could impair water quality. These

may include frequent parking area vacuum truck sweeping, removal of wastes or spills, limited use of harmful fertilizers or pesticides, and the diversion of stormwater away from potential sources of pollution (e.g., trash receptacles and parking structures). The Stage 2 WQMP shall list and describe all structural and non-structural BMPs. In addition, the WQMP must also identify the entity responsible for the long-term inspection, maintenance, and funding for all structural (and if applicable Treatment Control) BMPs.

EXHIBIT "F"

FINDINGS AND FACTS IN SUPPORT OF FINDINGS

Conditional Use Permit

In accordance with Section 20.52.020(F) (Conditional Use Permits and Minor Use Permits) of the NBMC, the following findings and facts in support of such findings are set forth:

Finding:

A. The use is consistent with the General Plan and any applicable specific plan;

Facts in Support of Finding:

2. The Project Site is categorized as Open Space (OS) by the Land Use Element of the General Plan. The Open Space (OS) land use designation is intended to provide areas appropriate for a range of public and private uses to protect, maintain, and enhance the community's natural resources. This designation may also include incidental buildings, such as maintenance equipment and supply storage, which are not traditionally included in determining intensity limits.

3. The Project is consistent with the Open Space (OS) categorization, as it introduces new equipment and limited incidental structures within an already improved area of the CCL. The Project comprises less than one acre of the 375-acre CCL footprint and preserves the community's natural resources because it does not expand the footprint of the building pad and perimeter block wall at the top of the ridge. Additionally, the RNG Facility provides a net benefit to the existing Open Space (OS) by converting LFG generated by CCL into a pipeline-quality natural gas equivalent.

4. Additionally, the Project is consistent with the following policies of the General Plan:

    a. **LU 1.3 (Natural Resources)** and **NR 17.1 (Open Space Protection):** *Requires the preservation of open space and habitat resources.* The Project comprises less than one acre of the 375-acre CCL site and preserves the community's natural resources because it does not develop current open space and instead sites the new improvements adjacent to existing improvements within the existing walled-off area. All Project components are proposed within the perimeter wall. Additionally, the RNG Facility provides a net benefit to the existing Open Space (OS) by converting LFG generated by CCL into a pipeline-quality natural gas equivalent.

    b. **LU 1.6 (Public Views):** *Requires protection, and where feasible, enhancement of significant scenic and visual resources that include open space, mountains,*

canyons, ridges, ocean, and harbor from public vantage points and **NR 21.1 (Signs and Utility Siting and Design)** *which requires signs, utilities, and antennas be designed and sited to minimize visual impacts:* The City's policies related to public reviews include Land Use Policy LU 1.3 which aims to preserve open space resources, beaches, harbors, parks, bluffs, preserves, and estuaries as visual, recreational, and habitat resources; Land Use Policy LU 1.6 which requires public views, including scenic and visual resources such as open space, mountains, canyons, ridges, the ocean, and the harbor, be preserved and where possible, enhanced from public vantage points; and Natural Resources Policy NR 23.1. The IS/MND analyzed views from three different viewpoints including looking southeast from Newport Coast Drive (just south of Sage Hill High School), northeast from Newport Coast Drive (just northeast of San Joaquin Hills Road), and north from the residences at Renata Street. Of note, Newport Coast Drive, the primary location for two of the three viewshed locations, is not a scenic highway and has motorists driving at higher rates of speed along this area. The viewshed simulations demonstrate that the Project design blends within the existing topography such that the Project complies with these policies. Additionally, Condition of Approval No. 5 requires the Applicant to provide enhanced aesthetic treatment of the equipment to ensure the RNG Facility blends in with its surroundings.

c. **General Plan Policy LU 3.3 (Opportunities for Change - Coyote Canyon Landfill):** *Intends for the CCL to support a comprehensive vision that balances future land uses with environmental stewardship and public access. Future development should adapt the closed landfill as an area that supports a variety of outdoor recreational uses such as golf, hiking, and nature interpretation alongside housing opportunities with complementary nonresidential uses.* The Project is proposed within an area of CCL where there are existing utilities, such as telecom facilities, and existing infrastructure for LFG collection and flaring. The Project is not located in an area of the CCL that is conducive for redevelopment into any of the aforementioned uses without the removal of the existing infrastructure. The Project does not prohibit the implementation of Policy LU 3.3 within other areas of CCL and instead sites new improvements in a complementary fashion with existing improvements.

d. **NR 3.9 (Water Quality Management Plan)** and **NR 4.4 (Erosion Minimization):** *Requires new development applications to include a Water Quality Management Plan ("WQMP") to demonstrate how runoff and erosion shall be minimized both during construction and post-construction.* A WQMP was prepared for the Project by BKF Engineers, dated December 14, 2023. The Project implements Best Management Practices and is designed to prevent surface water from flowing over slope faces.

e. **NR 10.2 (Orange County Natural Communities Conservation Plan):** *Requires compliance with the policies of the NCCP/HCP.* The Project is within an area of the NCCP/HCP that is acknowledged as an existing use and does

not expand the use beyond the existing perimeter wall. Temporary staging areas that will be used during construction of the Project for material deliveries and parking have been sited to avoid impacts to avoid coastal sage scrub, chaparral, and other native plant communities. The primary laydown area is proposed on the Project Site and the secondary laydown area is proposed within an already disturbed portion of the main landfill area, across Newport Coast Drive. Vehicle parking for construction employees will be provided in the secondary laydown area, and a shuttle would transport crews daily to and from the Project Site. A number of mitigation measures are incorporated in the MMRP, set forth in Exhibit B, to ensure the Project complies with the policies of the NCCP/HCP.

5. The Project is not located within a specific plan area.

Finding:

B. The use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code and the Municipal Code;

Facts in Support of Finding:

1. The Project Site is within the Open Space (OS) Zoning District. The OS District is intended to both provide areas to maintain and protect the community's natural open space resources; and maintain and protect landscaped open space areas located within residential and non-residential developments, where no further development is allowed.

2. Pursuant to Table 2-14 (Allowed Uses and Permit Requirements) of Section 20.26.020 (Special Purpose Zoning Districts Land Uses and Permit Requirements) of the NBMC, "Major Utilities" are allowed within the OS District, subject to the approval of a CUP. The Project meets the definition of a "Major Utility," as provided in Chapter 20.70 (Definitions) of the NBMC and is therefore allowed upon approval of this CUP.

3. Section 20.26.030 (Special Purpose Zoning Districts General Development Standards) of the NBMC specifies that development standards in the Open Space (OS) District shall be established during review of the required permit. The RNG Facility would have a total footprint of approximately 38,500 square feet and would be composed of pipe racks, various vessels and tanks, new flare tower, thermal oxidizer, and other miscellaneous processing equipment. Equipment ranges in height from approximately 5-feet, 6-inches above the existing grade to a maximum height of 60 feet above the existing grade. Apart from the vessels, tanks, flare, and pipe rack, which range in height from 30 feet to 40 feet above finish grade, most of the equipment will be screened by the existing perimeter wall. The tallest piece of RNG Facility equipment, the thermal oxidizer, is proposed at a height of 60 feet above finish grade. All equipment will be below the 65-foot height of the Telecom

Facilities. Condition of Approval No. 4 has been included to set height limits for specific equipment that exceeds 35 feet in height.

4. Given the Project is entirely within the perimeter of the wall and most equipment is setback approximately 12 feet from the wall to allow sufficient site circulation, no additional setbacks are proposed. Requiring additional setbacks from the property line would further constrain the layout of the RNG Facility and would likely result in taller equipment. As such, it is most appropriate to allow development to span the entire Project Site behind the perimeter wall.

5. The approximately 500-square-foot control room building is the only enclosed floor area proposed with the Project. Given it is clearly incidental to the RNG Facility, no maximum floor-area-to-land ratio is proposed.

6. The control room building will be staffed by one to two employees, per shift. Two parking spaces are proposed to accommodate the anticipated parking demand. There are access roads within the Project Site which provide sufficient vehicle staging areas in the event additional workers are ever required during a maintenance event or plant shut down.

Finding:

C. *The design, location, size, and operating characteristics of the use are compatible with the allowed uses in the vicinity;*

Facts in Support of Finding:

1. The Project Site is located within the greater boundary of the closed CCL. The Project Site itself has historically been the primary location for dealing with LFG, including a former LFG-to-energy operation which operated from 1988 to 2015. While the quality of the LFG became inadequate for conversion to energy with the technology of the time, new technology is now available which allows for LFG to once again be utilized.

2. Land uses that are immediately adjacent to the Project Site include the landfill areas described above in Statement 2 of Section 1, an Irvine Ranch Water District ("IRWD") pumping station, and open space.

3. The nearest sensitive receptors to the Project Site are the existing Sage Hill School, located approximately 1,400 feet to the north, and single-unit residences in the Tesoro Community, located approximately 1,250 feet to the south.

4. A Noise Impact Analysis was prepared for the Project by LSA, dated July 17, 2024. The study found that neither the construction of the Project nor the long-term operation of the Project would result in noise impacts to the nearby sensitive receptors.

5. Long term operation of the Project will result in a negligible increase in the number of vehicles traveling to the Project Site. The Project is anticipated to generate eight average daily trips, well below the 300 average daily trip threshold provided in Chapter 15.40 (Traffic Phasing Ordinance) of the NBMC to require the preparation of a traffic study.

6. Vehicle traffic will increase during the 9-month Project construction period. To reduce the temporary impacts to a less than significant level, the Project includes four traffic mitigation measures, which are included in the MMRP. For example, the Applicant must prepare a traffic control plan for demolition and construction which staggers truck trips throughout the day on Newport Coast Drive so that the minimum practicable number of truck trips will occur during the AM peak period (i.e., during student drop off for Sage Hill School). Through the implementation of these mitigation measures, the Project is not anticipated to negatively impact traffic within the surrounding area.

7. The Project is not anticipated to generate objectionable odors to the nearby community due to Project design and distance from sensitive receptors. While the RNG will be odorized prior to injection into SoCal Gas infrastructure, the odorization process is a sealed-loop system and there should be no release of odors. Construction activities may generate odors, but they would be temporary and typically confined to the immediate vicinity of the construction equipment. By the time any odorous emissions reach the nearby sensitive receptors, they would likely be diluted to be below the level of detection.

8. The Project introduces additional lighting for security purposes but is not anticipated to adversely affect ambient light conditions. The 12-foot perimeter wall and trees surrounding the project site should help shield lighting that could emanate from the Project Site. To ensure Section 20.30.070 (Outdoor Lighting) of the NBMC, which requires all outdoor lighting be designed, shielded, aimed, located, and maintained to shield adjacent properties and to not produce glare onto adjacent properties or roadways, is implemented, Condition of Approval No. 10 allows the Community Development Director to order the dimming of light sources or other remediation upon finding that the site is excessively illuminated.

9. The historic use of the Project Site is LFG collection and processing. The previous LFG-to-energy facility operated at the Project Site from 1988 to 2015 and without notable incidents or code enforcement issues. The historic use of the site suggests the RNG Facility should also operate in a compatible way with the surrounding uses.

Finding:

D. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities;

Facts in Support of Finding:

1. The Project was reviewed by the City's Utilities Department, Public Works Department, and Building Division. All input and recommendations provided on implementation of the project if approved have either been incorporated into project design or have been included in the Conditions of Approval, attached as Exhibit "F."

2. The Project was also reviewed by the Newport Beach Fire Department ("NBFD"). The NBFD provided recommendations and conditions, including vegetation removal, to ensure that the necessary fire prevention and emergency response features are incorporated. All recommendations are included in the MMRP and the Conditions of Approval, attached as Exhibits "B" and "F", respectively.

3. OCWR currently maintains the planted area outside the perimeter wall. As required by the NBFD, the Project would likely remove 28 trees to reduce the risk of fire associated with the Project. Condition of Approval No. 29 requires a Fuel Modification Plan to be reviewed and approved by the NBFD prior to the issuance of a building permit.

4. An additional fire hydrant will be added to the Project Site to ensure the hydrant layout can meet hose-pull requirements and allow fire apparatus equipment and firefighting crews to deploy at a safe distance from the RNG Facility. The hydrant location was reviewed and accepted by the NBFD.

5. The Project includes a new, enclosed, flare tower to burn off-specification gas generated from the RNG refining process. The combustion of off- specification gas will occur within the flare tower, and no flames will be visible. The four existing OCWR flares will be protected in place and will be used to combust any excess LFG that is not sent to the RNG Facility or as a backup in the event the RNG Facility goes offline. The existing OCWR flares will not be retrofitted to conceal flames. The NBFD acknowledges that calls for service may be received related to the occasional visible flaring in the existing OCWR flares but does not anticipate calls for service to increase over what they receive under existing conditions.

6. The Project is required to comply with the most current adopted fire codes, building codes, and nationally recognized fire and life safety standards. These codes impose design standards and requirements to minimize and mitigate fire and emergency response risk. Compliance with these codes and standards is ensured through the City's building permit review process. All construction would be subject to review and approval by the City's Building Division and NBFD prior to building permit and certificate of occupancy issuance.

Finding:

E. *Operation of the use at the proposed location would not be detrimental to the harmonious and orderly growth of the City, nor endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.*

Facts in Support of Finding:

1. LFG is currently being flared off by existing site infrastructure. The Project will divert the LFG from the flares and into the RNG Facility to convert it into RNG through a proprietary process. The LFG will undergo moisture, particulate, and contaminant removal to be upgraded and compressed into pipeline quality RNG. Contaminants removed from the LFG will be destroyed in the thermal oxidizer. While the Project generally replaces existing LFG flaring, the Project still has the potential to release gaseous emissions of criteria pollutants and dust into the ambient air.

2. An Air Quality Impact Analysis ("AQIA") was prepared for the Project by SCS Engineers, dated December 2023. The AQIA evaluated the offsite concentrations of criteria air pollutants that would be emitted by the Project. The net change in emissions from implementation of the Project would be lower than significance thresholds established by the South Coast Air Quality Management District ("SCAQMD"). Projects below the SCAQMD significance thresholds are not expected to generate sufficient criteria pollutant emissions to violate any air quality standards and should not be a risk to the health or general welfare of people residing or working nearby.

3. The operation of the Project would require the use of hazardous materials such as maintenance products, oils, acids, and gases. A full list of materials and quantities are included in Table 10 of the IS/MND. The Project will store hazardous materials in small enough quantities as to not require registration with the California Accidental Release Program and is not anticipated to endanger, jeopardize, or otherwise constitute a hazard to the public. Furthermore, specific protocols for the storage of hazardous materials are provided in Appendix H of the IS/MND and incorporate the use of double-walled tanks and secondary containment to conform with existing hazardous materials and hazardous waste laws and regulations set at the State and Federal level.

4. Construction activities would use hazardous materials including gasoline, diesel fuel, motor oil, hydraulic fluid, solvents, cleaners, sealants, welding flux, various lubricants, paint, and paint thinner. The materials used would be in small enough quantities and stored in accordance with best management practices, such as secondary containment, to not pose a significant safety hazard. Additionally, these activities would also be short-term, or one off, and would cease upon completion of the Project's construction phase.

5. A Preliminary Site Consequence Assessment was prepared for the Project to outline the potential for flammable vapor clouds, jet fire, and toxic vapor clouds and the possible effect they pose on the surrounding vegetation; public; the control room, and the existing OCWR building. The analysis found that through the implementation of emergency response procedures and compliance with applicable laws and regulations, potential impacts would be less than significant.

6. To help lessen any impacts to the surrounding area, the Applicant is required to notify neighboring residential community members at least one week prior to the start of construction. Broader notifications will be made through various means, including placing signs at road crossings in advance of construction.

7. Facts 4 and 7 in Support of Finding C are hereby incorporated by reference.

EXHIBIT "G"

ADDENDUM IS 84-104 TO EIR 507 (SCH NO. 82082004) FOR COYOTE CANYON LANDFILL GAS RECOVERY PERMIT LGR 84-1

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=2878238&dbid=0&repo=CNB

Attachment B

Visual Simulations



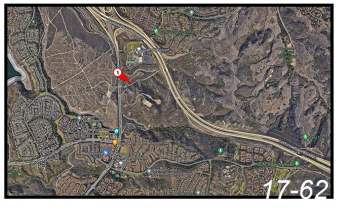






COYOTE CANYON - Newport Beach, CA

View 1



VisionScape IMAGERY
A Visualization Firm
visionscapeimagery.com



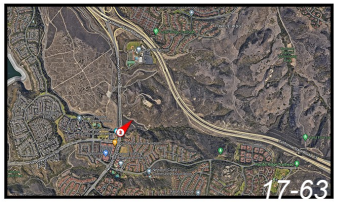






COYOTE CANYON - Newport Beach, CA

View 2



VisionScape IMAGERY
A Visualization Firm
visionscapeimagery.com





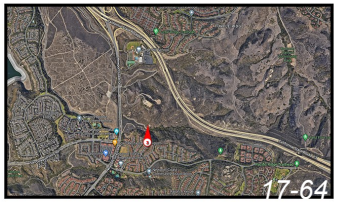




COYOTE CANYON - Newport Beach, CA

View 3

VisionScape IMAGERY
A Visualization Firm
visionscapeimagery.com



Attachment C

Project Plans

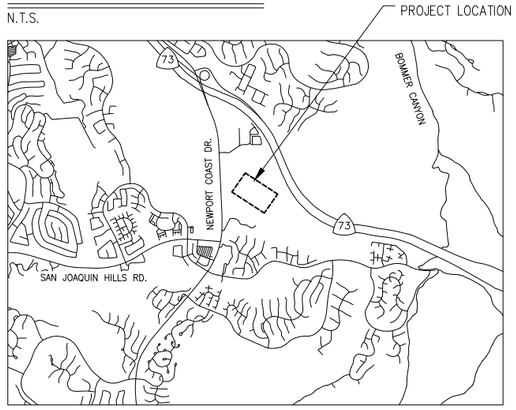
ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

PROJECT INFORMATION

OWNER/ APPLICANT	BIOFUELS COYOTE CANYON BIOGAS, LLC 4444 WESTHEIMER ROAD, SUITE G450 HOUSTON, TX 77027 Ph: (346) 708-8272	PROJECT DESCRIPTION	LANDFILL GAS UPGRADING FACILITY
ENGINEER	BIOGAS ENGINEERING INC. 2321 E. 28TH STREET, SUITE 400, SIGNAL HILL, CA 90755 Ph: (562) 726-3565	ELECTRICAL ENGINEER	ASPLUNDH ENGINEERING ASSOCIATES, PC 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090 Ph: (877) 844-5426
SURVEYOR	D.WOOLLEY & ASSOCIATES 2832 WALNUT AVENUE, SUITE A TUSTIN, CA 92780 (714) 734-8462 FAX (714) 508-7521	GEOTECHNICAL ENGINEER	TBD
SITE WORK ENGINEER	TBD		

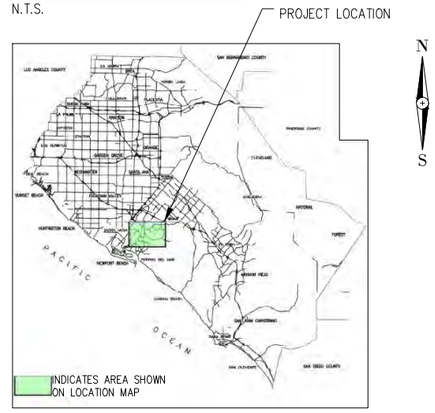
LOCATION MAP

N.T.S.



VICINITY MAP

N.T.S.



OCCUPANCY CATEGORY

GAS PROCESSING STRUCTURES :- H-2
GAS PROCESSING EQUIPMENT :- H-2
POWER DISTRIBUTION CENTER :- S-2

BUILDING SQUARE FOOTAGE

TOTAL BUILDING AREA – 1552 SQFT

DETAIL CROSS REFERENCING CONVENTION

'SECTION' OR 'DETAIL' IDENTIFICATION LETTER OR NUMBER

SHEET NUMBER ON WHICH 'SECTION' OR 'DETAIL' IS DRAWN OR SHEET NUMBER WHERE SECTION OR DETAIL IS TAKEN FROM

ASSESSOR PARCEL NUMBER

PORTION OF 478-03-071

CONSTRUCTION TYPE (PER CBC CHAPTER 6 SECTION 602)

PIPE RACK	:-	II B SITE FABRICATED STEEL STRUCTURE
GAS PROCESSING EQUIPMENT	:-	II B MANUFACTURER SUPPLIED EQUIPMENT
POWER DISTRIBUTION CENTER	:-	II B (PRE FABRICATED MODULAR STEEL BUILDING)
H2S VESSEL & CONDENSATE TANK	:-	II B

TOTAL DISTURBED AREA

TOTAL SITE DISTURBED AREA – 0.884 ACRES (APPROX.)

BENCHMARK

THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS DERIVED. STATIONS AND RESPECTIVE ELEVATIONS CONSTRAINED TO ARE:

LGWD GRID ELEVATION = 398.32' (ELLIPSOID HEIGHT = 293.3337')

OCCUPANCY LOAD MAX. (PER CBC CHAPTER 10 SECTION 1004.1)

POWER DISTRIBUTION CENTER :- 3

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

NOT FOR CONSTRUCTION

CONFIDENTIAL

60% DESIGN REVIEW

REV.	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

TITLE SHEET

COYOTE CANYON LANDFILL RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO. TS

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

GENERAL INDEX SHEET

General Drawings

Sr No	Drawing No	Description	Date	Rev
1	TS	TITLE SHEET	03/20/2023	2
2	G0.00	COVER SHEET	03/20/2023	2
3	G0.01	GENERAL INDEX SHEET	03/20/2023	2
4	G2.00	SITE PLAN	03/20/2023	4
5	G2.01	RIGHT-OF-WAYS/RESTRICTIONS	03/20/2023	2
6	G2.02	UTILITIES PLAN	03/20/2023	2
7	G2.03	LEASE AREA LEGAL DESCRIPTION & PLAT	03/20/2023	2
8	G2.04	TOPOGRAPHIC SURVEY (SH 1 OF 2)	03/20/2023	2
9	G2.05	TOPOGRAPHIC SURVEY (SH 2 OF 2)	03/20/2023	2
10	G2.06	TOPOGRAPHIC SURVEY (SH 3 OF 3)	03/20/2023	2
11	G3.01	AREA CLASSIFICATION FOR RNG (SCG NOT INCLUDED)	03/20/2023	1
12	G3.02	DEMOLITION PLAN	03/20/2023	1
13	G4.01	PLANT ELEVATION VIEW SOUTH ELEVATION-LOOKING PLAN NORTH	03/20/2023	2
14	G4.02	PLANT ELEVATION VIEW NORTH ELEVATION-LOOKING PLAN SOUTH	03/20/2023	2
15	G4.03	PLANT ELEVATION VIEW EAST ELEVATION-LOOKING PLAN WEST	03/20/2023	2
16	G4.04	PLANT ELEVATION VIEW WEST ELEVATION-LOOKING PLAN EAST	03/20/2023	2
17	G5.01	SoCalGas POINT OF RECEIPT P&ID - LEGEND & PRESSURE BLOCK	03/20/2023	2
18	G5.02	SoCalGas POINT OF RECEIPT P&ID - ODORIZER SYSTEM	03/20/2023	2
19	G5.03	SoCalGas POINT OF RECEIPT SITE PLAN	03/20/2023	2
20	G5.04	SoCalGas POINT OF RECEIPT PLOT PLAN	03/20/2023	2
21	G6.00	EXISTING PIPES & CABLES (FOR UG SERVICES SURVEY)	03/20/2023	2
22	G6.01	FIRE MASTER PLAN	03/20/2023	2

2.0

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NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	10/20/2022	ISSUED FOR 30% SUBMITTAL	SK	TP	TW
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
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EMAIL: INFO@BIOGASENG.COM

GENERAL INDEX SHEET

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G0.01

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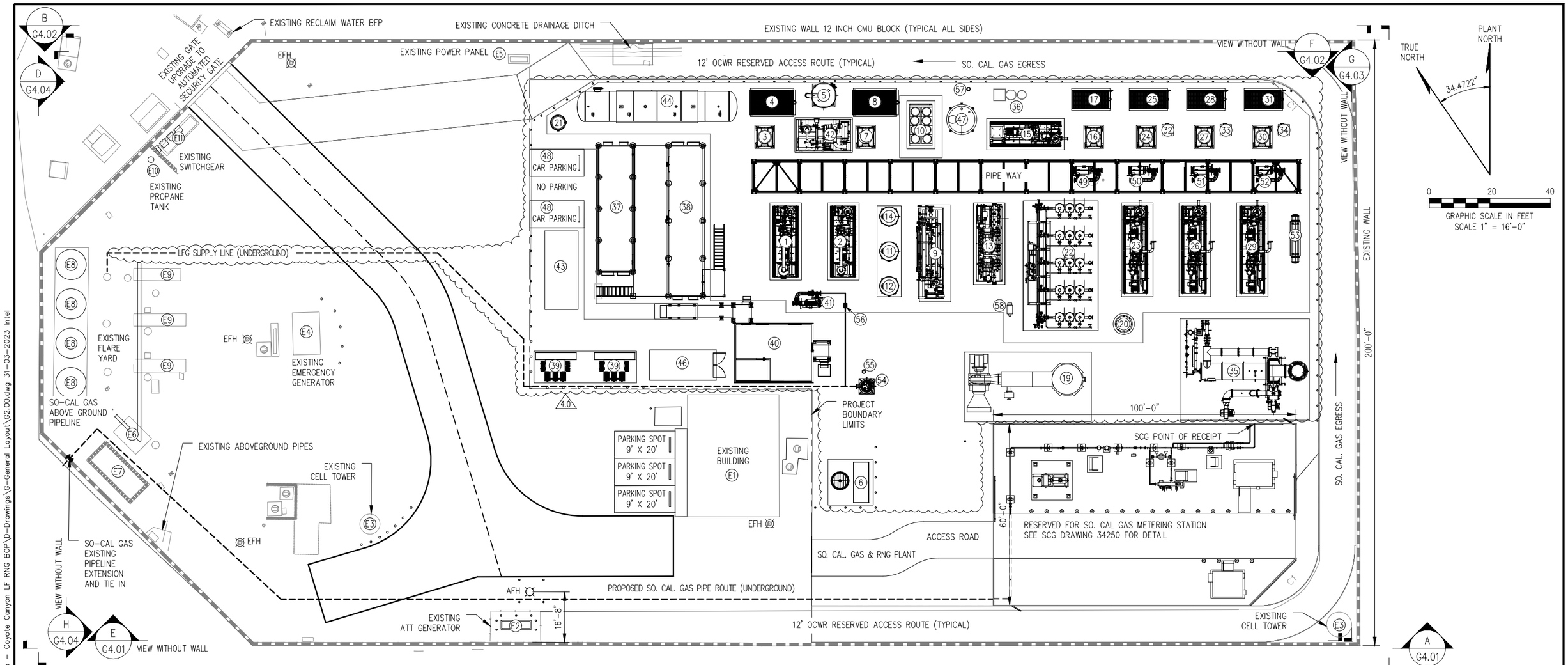


TABLE 1:-
EQUIPMENT LIST

S.NO.	DESCRIPTION
1	TYPE #1 FEED COMPRESSOR
2	TYPE #2 FEED COMPRESSOR
3	TYPE #1 COMPRESSOR FEED OIL COOLER
4	TYPE #1 COMPRESSOR FEED AFTERCOOLER
5	H2S REMOVAL VESSEL
6	LN2 PAD
7	TYPE #2 FEED COMPRESSOR OIL COOLER
8	TYPE #2 FEED COMPRESSOR AFTERCOOLER
9	TSA PRE-TREATMENT SKID
10	CHILLER
11	TSA ADSORBER VESSEL A (6' DIA.)
12	TSA ADSORBER VESSEL B (6' DIA.)
13	MEMBRANE SKID
14	VOC POLISHING VESSEL
15	TYPE #1 RECYCLE COMPRESSOR
16	TYPE #1 RECYCLE COMPRESSOR OIL COOLER
17	TYPE #1 RECYCLE COMPRESSOR AFTERCOOLER
4.0 18A	DEOXO SKID
4.0 18B	~~DEOXO DRYER~~
4.0 18C	~~DEOXO AFTERCOOLER~~

TABLE 1:-
EQUIPMENT LIST

S.NO.	DESCRIPTION
19	OFF-SPECIFICATION GAS FLARE
20	NRU BUFFER VESSEL
21	COMPRESSED AIR RECEIVER
22	NRU W/ADSORBERS
23	#1 NRU VAC. RINSE SKID
24	#1 NRU VAC. RINSE OIL COOLER
25	#1 NRU VAC. RINSE AFTERCOOLER
26	#2 NRU VAC. RINSE SKID
27	#2 NRU VAC RINSE OIL COOLER
28	#2 NRU VAC. RINSE AFTERCOOLER
29	#3 NRU VAC. RINSE SKID
30	#3 NRU VAC. RINSE OIL COOLER
31	#3 NRU VAC. RINSE AFTERCOOLER
32	#1 NRU DRYER VESSEL
33	#2 NRU DRYER VESSEL
34	#3 NRU DRYER VESSEL
35	THERMAL OXIDIZER
36	OILY WATER SEPARATOR
37	POWER DISTRIBUTION E-HOUSE
38	POWER DISTRIBUTION E-HOUSE BOP

TABLE 1:-
EQUIPMENT LIST

S.NO.	DESCRIPTION
39	TRANSFORMERS
40	OPERATOR/CONTROL SHELTER
4.0 41	STAGE #1 INLET PARTICULATE FILTER
42	H2S SKID
43	UTILITY INTERTIE SWITCHGEAR
44	TSA BLOWDOWN TANK 30,000 Gal
4.0 45	~~H2S GUARD BED~~
46	STORAGE CONTAINER
47	CONDENSATE TANK
48	PARKING AREA
49	NRU RINSE COMPRESSOR INLET FILTER A
50	NRU VACUUM COMPRESSOR INLET FILTER A
51	NRU RINSE COMPRESSOR INLET FILTER B
52	NRU VACUUM COMPRESSOR INLET FILTER B
4.0 53	HEAT EXHANGER
54	LFG SUMP
55	SUMP CONDENSATE PUMP
56	FLOW METER
57	CONDENSATE TANK PUMP
58	GAS CHROMATOGRAPH

TABLE 2:-
EXISTING EQUIPMENTS

S.NO.	DESCRIPTION
E1	EXISTING BUILDING
E2	EXISTING ATT GENERATOR
E3	EXISTING CELL TOWER
E4	EXISTING EMERGENCY GENERATOR
E5	EXISTING POWER PANEL
E6	EXISTING PAD
E7	EXISTING TANK
E8	EXISTING FLARE
E9	EXISTING BLOWERS PAD
E10	EXISTING PROPANE TANK
E11	EXISTING SWITCHGEAR

LEGENDS

EFH-EXISTING FIRE HYDRANT RETAINED	EFH
AFH-ADDED FIRE HYDRANT	AFH
GAS LINES	
PROJECT BOUNDARY LIMITS	
SO. CAL. GAS METERING STATION LIMITS	

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

CONFIDENTIAL

NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	09/23/2022		AK	TP	AG
3.0	12/16/2022	ISSUED FOR REVIEW	SS	TP	AG
4.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

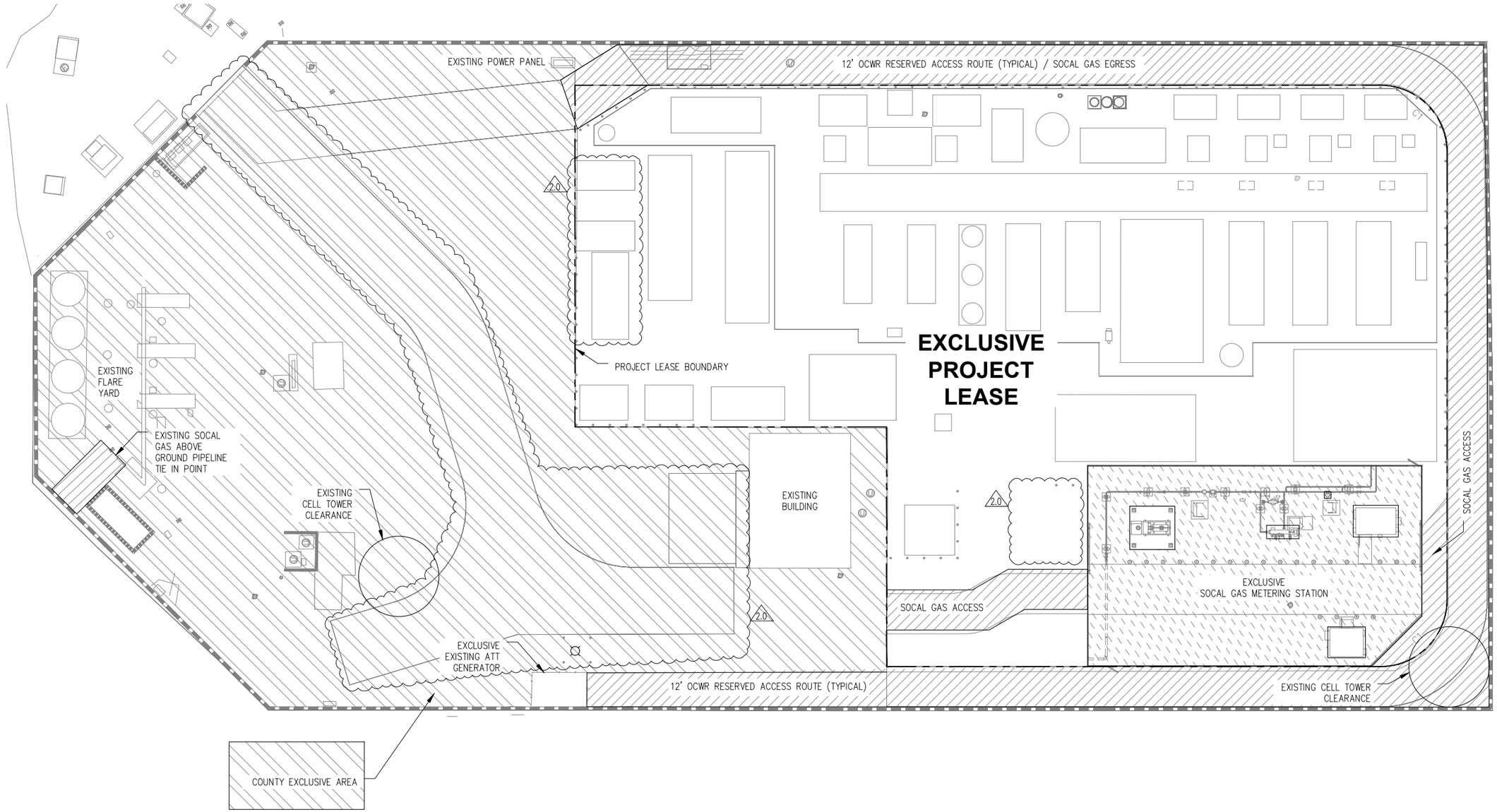
SITE PLAN

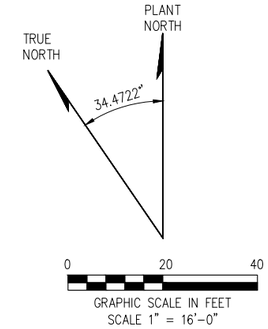
COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO. **G2.00**

1:432

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TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

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CONFIDENTIAL

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

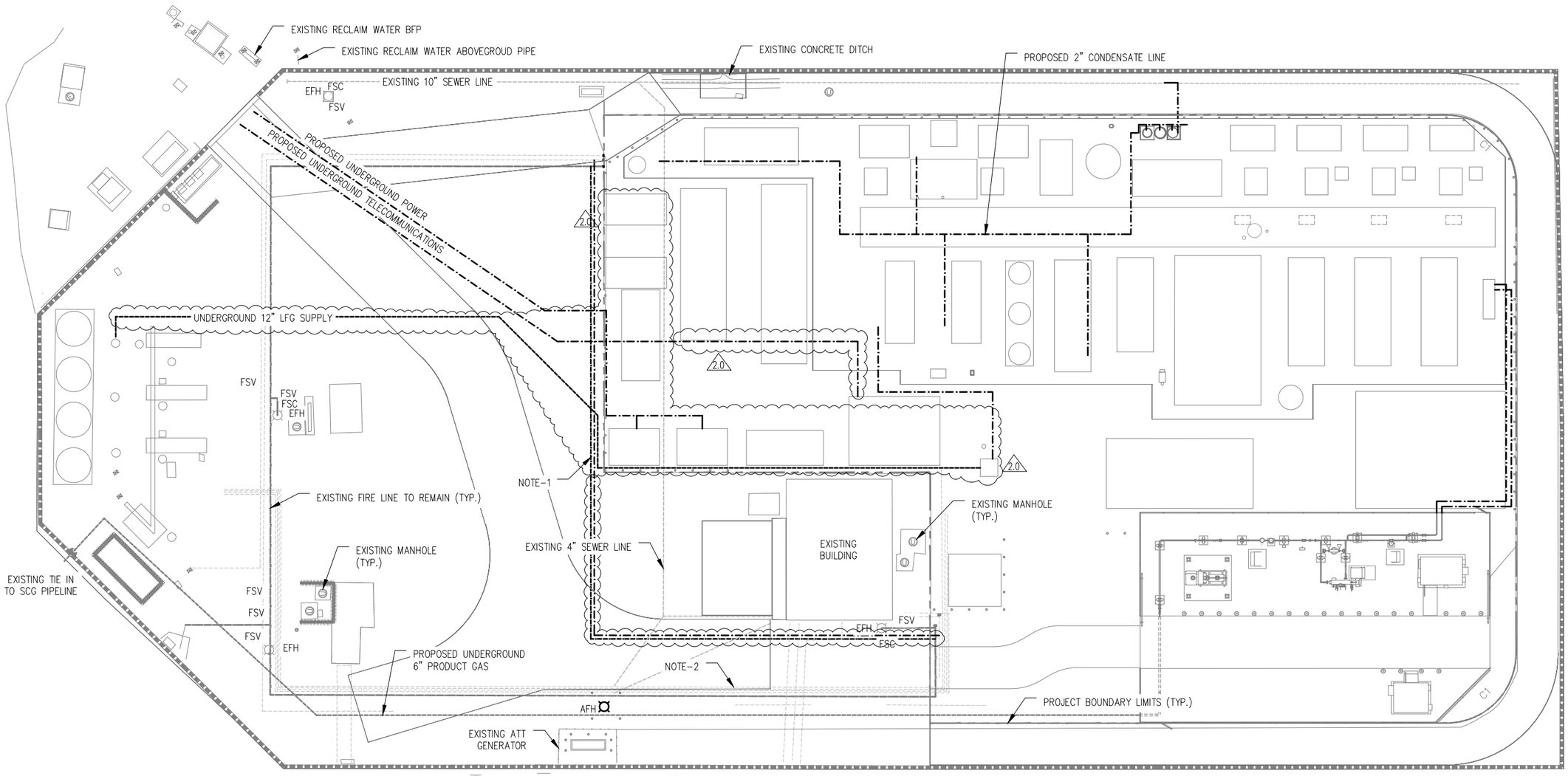
ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

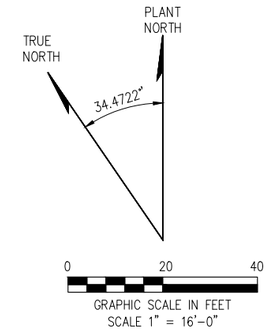
RIGHT-OF-WAYS/RESTRICTIONS

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G2.01

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LEGENDS

EFH-EXISTING FIRE HYDRANT RETAINED	EFH
AFH-ADDED FIRE HYDRANT	AFH
GAS LINES	
UTILITIES LINE	
UTILITIES LINE (EXISTING)	
PROPOSED FIRE LINE EXTENSION	
EXISTING FIRE LINE TO REMAIN	

NOTE:-

1. PROPOSED MODIFICATION TO ROUTING OF THE EXISTING FIRE WATER LINE (REFER TO THE LEGEND)
2. EXISTING UG UTILITIES TO BE FIELD VERIFIED BY CONSTRUCTION CONTRACTOR PRIOR TO PROJECT EXECUTION.

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

CONFIDENTIAL

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

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UTILITIES PLAN

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G2.02

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT

D.Woolley & Associates™
LAND SURVEYING AND MAPPING

LEGAL DESCRIPTION

EXHIBIT "A"

FOR LEASE PURPOSES

PARCEL 1

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 128 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP THEREOF FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, AND BEING A PORTION OF THE LAND CONVEYED TO THE CITY OF IRVINE, A CALIFORNIA MUNICIPLE CORPORATION BEING THE PARCEL SHOWN AS "EXCEPTION PARCEL 4", AS DESCRIBED IN THE DOCUMENT ENTITLED "GIFT DEED (PRESERVATION AREA L: PA 27 DETACHMENT AREA PORTION)", RECORDED MAY 16, 2002 AS INSTRUMENT NO. 20020413370 IN SAID OFFICE OF THE ORANGE COUNTY RECORDER, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING ON THE CENTERLINE OF NEWPORT COAST DRIVE (FORMERLY PELICAN HILLS ROAD) AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE OF A 3000.00 FEET RADIUS CURVE CONCAVED WESTERLY, HAVING AN ARC LENGTH OF 2,232.28 FEET WITH A CENTRAL ANGLE OF 42° 38' 00" AS SHOWN ON A MAP THEREOF FILED IN BOOK 119, PAGES 25 THROUGH 29 OF RECORDS OF SURVEYS, BEING RECORD OF SURVEY NO. 86-1077, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, AND BEING AT STATION 154+33.77 PER ORANGE COUNTY SURVEYOR ALIGNMENT NOTES A/SW-IRV 2500-2509, PAGES 1-10;

THENCE ALONG THE CENTERLINE OF SAID NEWPORT COAST DRIVE NORTH 01° 41' 00" WEST 1,560.70 FEET TO THE TRUE POINT OF BEGINNING OF EXCEPTION PARCEL 1 AS SHOWN ON SAID GIFT DEED, BEING MARKED WITH A FOUND 2-1/2 INCH PUNCHED BRASS DISC STAMPED "L.S. 4965" DOWN 2.0 FEET IN A MONUMENT WELL AS SHOWN ON A MAP THEREOF FILED IN BOOK 144, PAGES 31 THROUGH 36 OF RECORDS OF SURVEYS, BEING RECORD OF SURVEY NO. 91-1128, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY;

THENCE LEAVING THE CENTERLINE OF SAID NEWPORT COAST DRIVE SOUTH 63° 36' 15" EAST 1,322.97 FEET TO THE **TRUE POINT OF BEGINNING;**

2832 Walnut Avenue, Suite A
Tustin CA 92780
(714) 734-8492
www.dwoolley.com

THENCE SOUTH 55° 31' 40" EAST 240.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE ALONG SAID TANGENT CURVE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY 31.42 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00";

THENCE SOUTH 34° 28' 20" WEST 133.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE ALONG SAID TANGENT CURVE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY 31.42 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00";

THENCE NORTH 55° 31' 40" WEST 147.58 FEET;

THENCE NORTH 34° 28' 20" EAST 71.70 FEET;

THENCE NORTH 55° 31' 40" WEST 93.18 FEET;

THENCE NORTH 34° 28' 20" EAST 102.19 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING AN AREA OF 0.884 ACRES OR 38,491 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY, AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEPREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

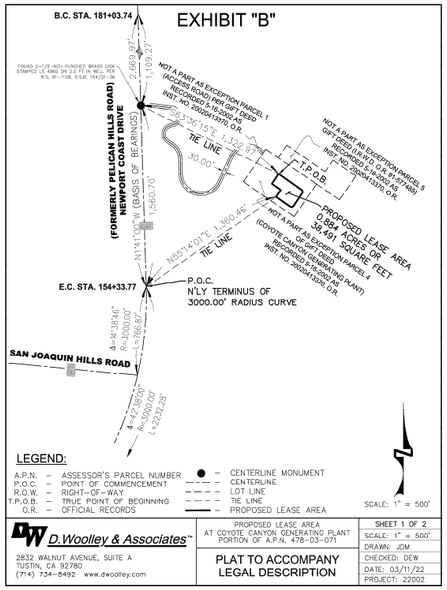
PRELIMINARY

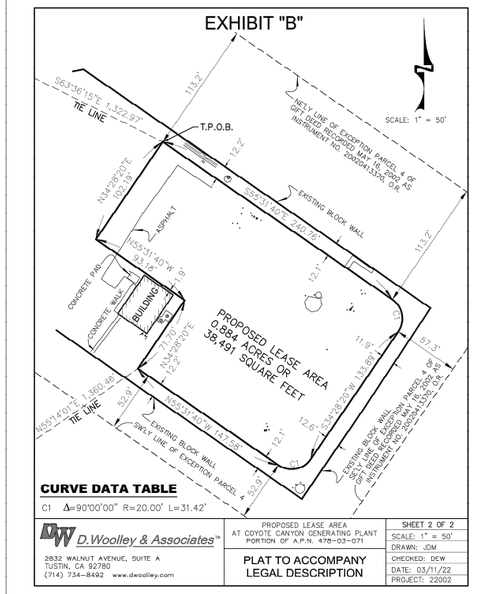
DAVID E. WOOLLEY, PLS 7304

March 11, 2022
DATED

END OF DESCRIPTION

2832 Walnut Avenue, Suite A
Tustin CA 92780
(714) 734-8492
www.dwoolley.com





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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
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ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

LEASE AREA LEGAL DESCRIPTION & PLAT

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G2.03

C:\Users\Intel\Biogas Engineering\Biogaseng – Engineering\Projects\USH2210.100 – Archaea – Coyote Canyon LF RNG BOP\D-Drawings\G-General Layout\G2.03.dwg 20-03-2023 Intel

ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT

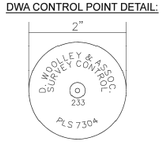
TOPOGRAPHIC SURVEY

AT COYOTE CANYON GENERATING PLANT PROPOSED LEASE AREA
CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA

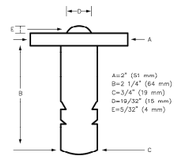
GRID COORDINATES:

FIELD POINT #	NORTHING	EASTING	ELEVATION	NORTH LATITUDE (H-M-S)	WEST LONGITUDE (H-M-S)	CONVERGENCE ANGLE	SCALE	X	ELEV	=	COMBINATION FACTOR
SBCC	2147751.75	6131651.74	406.37	33-33-10.795341	-117-39-41.310240	-0-46-32.27	0.99996142		0.99998597		0.99994739
LGWD	2180062.72	6100748.57	406.52	33-38-26.137628	-117-45-51.976020	-0-49-55.96	0.99996842		0.99998596		0.99995438
ECFS	2181264.26	6208132.80	2739.69	33-38-51.657060	-117-24-42.059595	-0-38-18.12	0.99996908		0.99987409		0.99984318
100	2171005.83	6081899.75	549.95	33-36-53.781808	-117-49-33.277228	-0-51-57.57	0.99996613		0.99997915		0.99994528
144	2170578.61	6081513.07	577.23	33-36-49.497842	-117-49-37.772626	-0-52-00.04	0.99996603		0.99997784		0.99994387
233	2170350.86	6082985.33	782.54	33-36-47.464912	-117-49-20.325293	-0-51-50.45	0.99996598		0.99996802		0.99993399
240	2170279.44	6083207.96	782.55	33-36-46.791604	-117-49-17.680399	-0-51-48.99	0.99996596		0.99996801		0.99993398
248	2170505.30	6082962.68	781.58	33-36-48.989243	-117-49-20.620583	-0-51-50.61	0.99996601		0.99996806		0.99993408
308	2169060.73	6081999.62	623.81	33-36-34.555499	-117-49-31.748907	-0-51-56.73	0.99996568		0.99997561		0.99994129
311	2171441.80	6083226.28	566.65	33-36-58.292613	-117-49-17.670965	-0-51-48.99	0.99996623		0.99997834		0.99994458
3000	2170446.80	6082979.57	781.31	33-36-48.413100	-117-49-20.410452	-0-51-50.50	0.99996600		0.99996807		0.99993408
3001	2170403.13	6082951.76	782.03	33-36-47.976920	-117-49-20.731541	-0-51-50.67	0.99996599		0.99996804		0.99993403
3002	2170371.17	6082926.71	782.20	33-36-47.657062	-117-49-21.022010	-0-51-50.83	0.99996598		0.99996803		0.99993402
3003	2170379.50	6083082.15	782.08	33-36-47.762617	-117-49-19.185738	-0-51-49.82	0.99996598		0.99996804		0.99993402

DWA CONTROL POINT DETAIL:



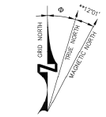
CONTROL POINT PLAN VIEW DETAIL



CONTROL POINT PROFILE VIEW DETAIL

DWA CONTROL POINT DESCRIPTIONS:

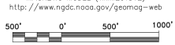
100 – FOUND 2-1/2 INCH PUNCHED BRASS DISK STAMPED L.S. 4965 DOWN 2.0 FT IN MONUMENT WELL.
144 – FOUND PK NAIL RECESSED IN AC
233 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.
240 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.
248 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.
308 – FOUND PK NAIL FLUSH IN AC.
311 – FOUND MAG NAIL FLUSH IN AC.
3000 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.
3001 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.
3002 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.



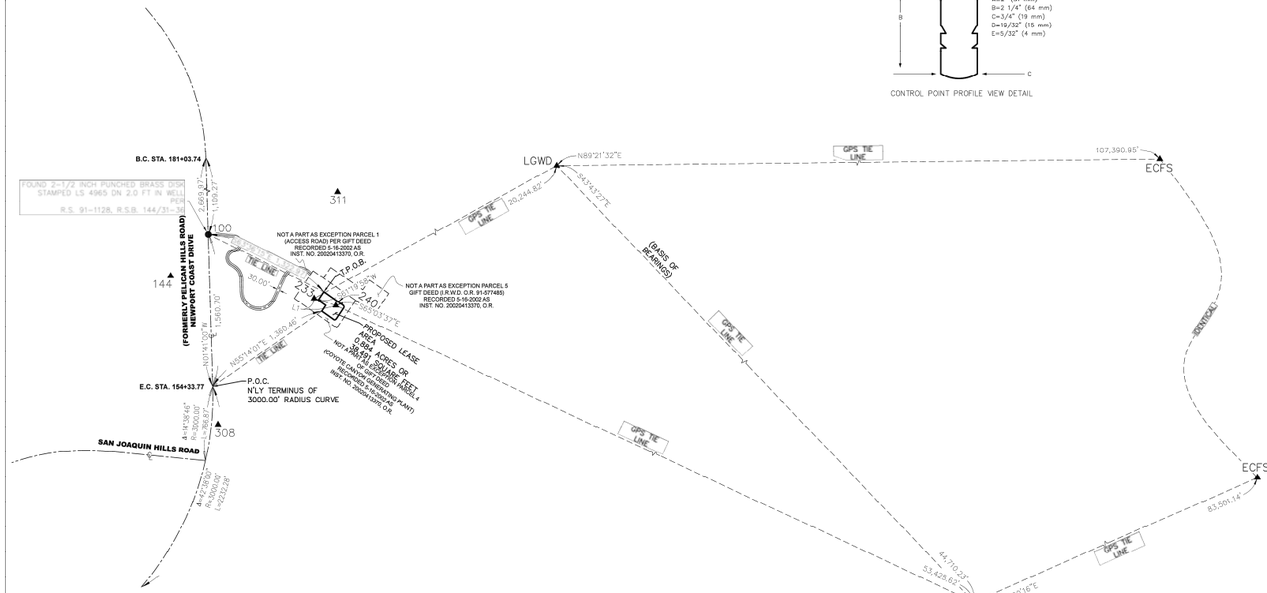
LATITUDE = 33°36'46.791604"
LONGITUDE = -117°49'17.680399"
Φ MAPPING ANGLE = -0°51'48.99"
COMBINED FACTOR = 0.99993398
ELEVATION = 782.55'
AT CONTROL POINT: (240)

PURSUANT TO SECTION 8815.5 OF THE CALIFORNIA PUBLIC RESOURCE CODE (LAPLACE CORRECTION NOT APPLIED)

**MAGNETIC DECLINATION WAS PROVIDED BY THE NATIONAL GEOPHYSICAL DATA CENTER AND WAS CALCULATED USING THE CURRENT WORLD MAGNETIC MODEL (WMM2015V2)
http://www.ngdc.noaa.gov/geomag-web



SCALE: 1" = 500'



LINE DATA:

L1 – S72°12'41"E, 233.81'

RECORD REFERENCES:

R1 – GIFT DEED REC. MAY 16, 2002 AS INSTRUMENT NO. 20020413370, O.R.
R2 – GRANT DEED REC. NOV. 30, 2006 AS INSTRUMENT NO. 2006000801749, O.R.
R3 – RECORD OF SURVEY NO. 86-1077, R.S.B. 119/25-29
R4 – RECORD OF SURVEY NO. 91-1128, R.S.B. 144/31-36
R5 – ORANGE COUNTY SURVEYOR ALIGNMENT NOTES A/SW-IRV 2500-2509, PAGES 1-10.
R6 – IRVINE'S SUBDIVISION M.R. 1/88
R7 – CENTERLINE TIES PER XXX/XXX

NOTES:

SEE SHEET 2 FOR SITE TOPO, LAND AREA, CURVE DATA AND LEGEND.

SEE SHEET 3 FOR DETAIL "A".

BENCHMARK:

THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS DERIVED. STATIONS AND RESPECTIVE ELEVATIONS CONSTRAINED TO ARE:

LGWD – GRID ELEVATION = 406.52' (ELLIPSOID HEIGHT = 293.3337')

BASIS OF BEARINGS & DATUM STATEMENT:

THE BEARINGS OF THE LINES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 2017.50 EPOCH AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO THREE CALIFORNIA SPATIAL REFERENCE NETWORK (C.S.R.N.) STATIONS REFERRED TO AS LGWD, SBCC & ECFS. PUBLISHED HORIZONTAL ACCURACIES ON THESE STATIONS MEET OR EXCEED FEDERAL GEOGRAPHIC DATA COMMITTEE (F.G.D.C.) 5-MILLIMETER ACCURACY CLASSIFICATION PER FGDC-STD-007.2-1998. SAID C.S.R.N. POSITIONS WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY.

THE CCS83 GRID BEARING BETWEEN C.S.R.N. STATIONS LGWD AND SBCC BEING S43°43'27"E, AS DERIVED FROM THE POSITIONS FOR SAID STATIONS, IN SAID EPOCH, PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) ON DECEMBER 28, 2017, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

ALL VALUES ARE EXPRESSED IN U.S. SURVEY FEET
(1 FOOT = 1200/3937 METERS).

ALL LINEWORK SHOWN HEREIN IS GRID. TO OBTAIN GROUND DISTANCES DIVIDE GRID DISTANCES BY THE COMBINED FACTOR OF 0.99993398 (AT POINT 240, WITH AN ELEVATION OF 782.55 FEET AND CONVERGENCE ANGLE OF -0°51'48.99").

SURVEYORS STATEMENT:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF ARCHAEA ENERGY IN FEBRUARY, 2022.

SURVEY COMPLETED ON: JULY 1, 2022

DAVIS E. WOOLLEY P.L.S. NO. 7304



D. Woolley & Associates
2832 WALNUT AVENUE, SUITE A
TUSTIN, CA 92780
(714) 734-8462 FAX (714) 508-7521

IF THERE IS NO SURVEYOR'S SIGNATURE HEREON, THIS MAP AND THE CONTENTS CONTAINED HEREIN ARE CONSIDERED PRELIMINARY AND SUBJECT TO CHANGE.

REVISIONS:

TOPOGRAPHIC SURVEY

ADDRESS: COYOTE CANYON LANDFILL
ORANGE COUNTY, CALIFORNIA
CLIENT: ARCHAEA ENERGY

SHEET 1 OF 3
FILE NO. 22002
SCALE: 1" = 500'
DATE: 07/28/22
DRAWN BY: JDM
CHKD. BY: DEW

NOT FOR CONSTRUCTION

CONFIDENTIAL

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

TOPOGRAPHIC SURVEY (SH 1 OF 3)

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

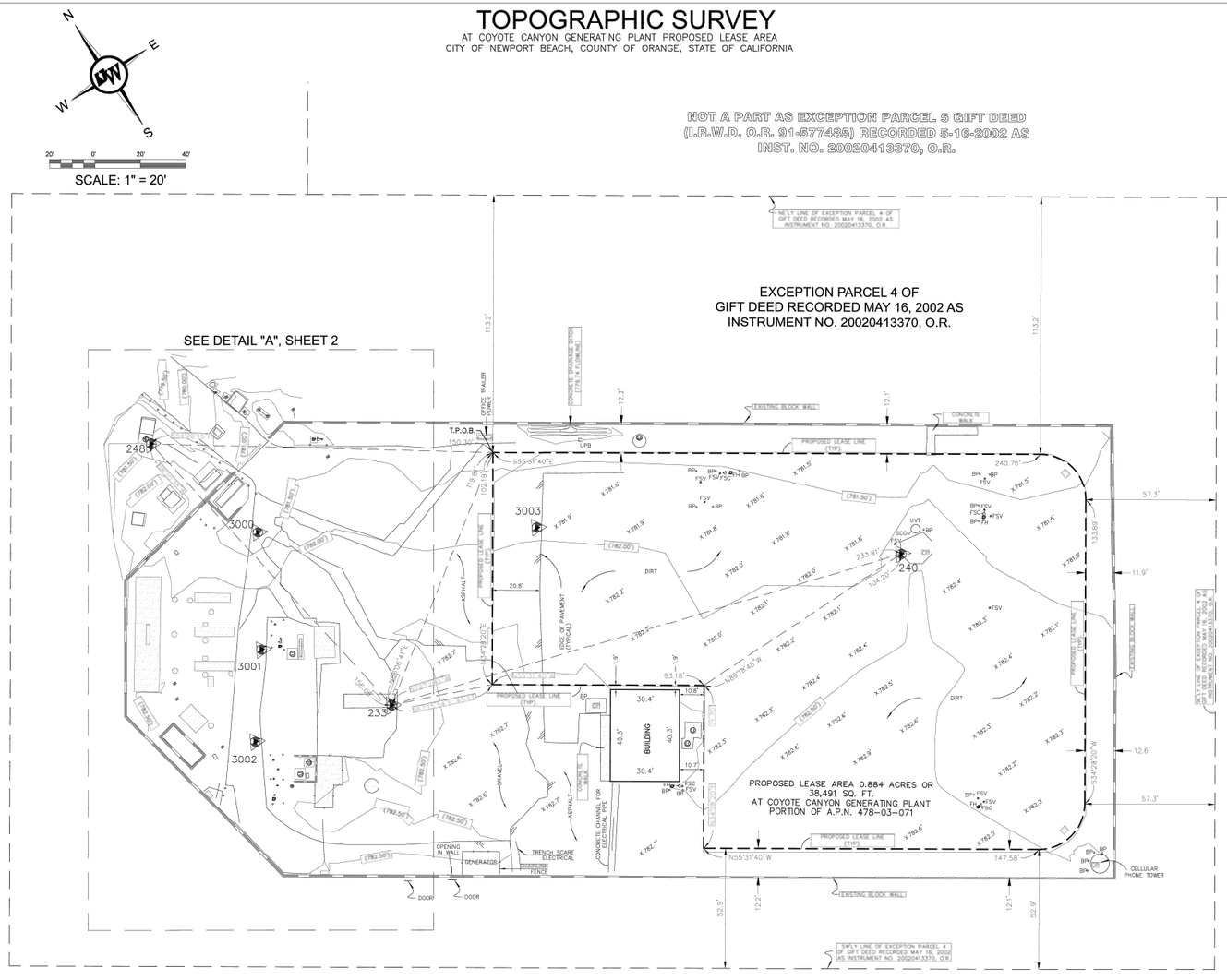
DRAWING NO.
G2.04

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT

TOPOGRAPHIC SURVEY

AT COYOTE CANYON GENERATING PLANT PROPOSED LEASE AREA
CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA



NOTES:

CONTOUR INTERVAL IS 0.5 FOOT WITH SPOT ELEVATIONS SHOWN ON A 20X25 FOOT GRID.

THE MAPPING OF UNDERGROUND UTILITIES WAS NOT PART OF THE SURVEY REQUEST.

CONDUITS RUNNING ALONG INTERIOR OF EXISTING BLOCK WALL NOT LOCATED. TOP OF EXISTING BLOCK WALL ELEVATION = 794.3'.

SEE SHEET 1 FOR GRID COORDINATES, DWA CONTROL POINT DETAIL, DWA CONTROL POINT DESCRIPTIONS, LINE DATA, RECORD REFERENCES, AND SURVEYOR'S STATEMENT.

SEE SHEET 3 FOR DETAIL "A".

LAND AREA:

EXCEPTION PARCEL 4 AREA:
180,200 SQUARE FEET (GROSS)
4.137 ACRES (GROSS)

PROPOSED LEASE AREA:
38,491 SQUARE FEET (GROSS)
0.884 ACRES (GROSS)

CURVE DATA:

C1 = Δ=90°00'00" R=20.00' L=31.42'

BENCHMARK:

THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS DERIVED STATIONS AND RESPECTIVE ELEVATIONS CONSTRAINED TO ARE:

LGWD – GRID ELEVATION = 406.52'
(ELLIPSOID HEIGHT = 293.3337')

BASIS OF BEARINGS AND DATUM STATEMENT:

THE BEARINGS OF THE LINES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 2017.50 EPOCH AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO THREE CALIFORNIA SPATIAL REFERENCE NETWORK (C.S.R.N.) STATIONS REFERRED TO AS LGWD, SBCC & ECFS. PUBLISHED HORIZONTAL ACCURACIES ON THESE STATIONS MEET OR EXCEED FEDERAL GEOGRAPHIC DATA COMMITTEE (F.G.D.C.) 5-MILLIMETER ACCURACY CLASSIFICATION PER FGDC-STD-007.2-1998. SAID C.S.R.N. POSITIONS WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY.

THE CCS83 GRID BEARING BETWEEN C.S.R.N. STATIONS LGWD AND SBCC BEING S43°43'27"E, AS DERIVED FROM THE POSITIONS FOR SAID STATIONS, IN SAID EPOCH, PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) ON DECEMBER 29, 2017, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

ALL VALUES ARE EXPRESSED IN U.S. SURVEY FEET (1 FOOT = 1200/3937 METERS).

ALL LINEWORK SHOWN HEREIN IS GRID. TO OBTAIN GROUND DISTANCES DIVIDE GRID DISTANCES BY THE COMBINED FACTOR OF 0.99993388 (AT POINT 240, WITH AN ELEVATION OF 782.55 FEET AND CONVERGENCE ANGLE OF –0°51'48.99").

LEGEND:

AC.	–	ASPHALTIC CONCRETE
APN	–	ASSESSOR'S PARCEL NUMBER
BP	–	BOLLARD POST
B.L.	–	BOUNDARY LINE
C.L.	–	CENTERLINE
CP	–	CONCRETE PAD
E.	–	EAST
EPB	–	ELECTRIC PULLBOX
FD.	–	FOUND
FDC	–	FIRE DEPARTMENT CONNECTION
FSV	–	FIRE SERVICE VALVE
FH	–	FIRE HYDRANT
FSC	–	FIRE SERVICE CONTROL
N.	–	NORTH
NE.	–	NORTHEAST
S.	–	SOUTH
SCO	–	SEWER CLEANOUT
SE.	–	SOUTHEAST
SW.	–	SOUTHWEST
(TYP)	–	TYPICAL
UMH	–	UTILITY MANHOLE
W.	–	WEST
WV	–	WATER VALVE
UV	–	UTILITY VENT
UVT	–	UTILITY VENT
	–	CONCRETE PAVEMENT
	–	CONTROL POINT

IF THERE IS NO SURVEYOR'S SIGNATURE, HIS MAP AND THE CONTENTS OF THIS MAP ARE NOT COMPLETE, AND ARE NOT TO BE USED.

REVISIONS:

D. Woolley & Associates
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TUSTIN, CA 92780
(714) 734-8462 FAX (714) 508-7521

TOPOGRAPHIC SURVEY
ADDRESS: COYOTE CANYON LANDFILL, ORANGE COUNTY, CALIFORNIA
CLIENT: ARCHAEA ENERGY

SCALE: 1" = 10'
DATE: 07/26/22
DRAWN BY: JDM
CHK'D. BY: DEW

SHEET 2 OF 3
FILE NO. 22002

NOT FOR CONSTRUCTION

CONFIDENTIAL

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

TOPOGRAPHIC SURVEY (SH 2 OF 3)

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G2.05

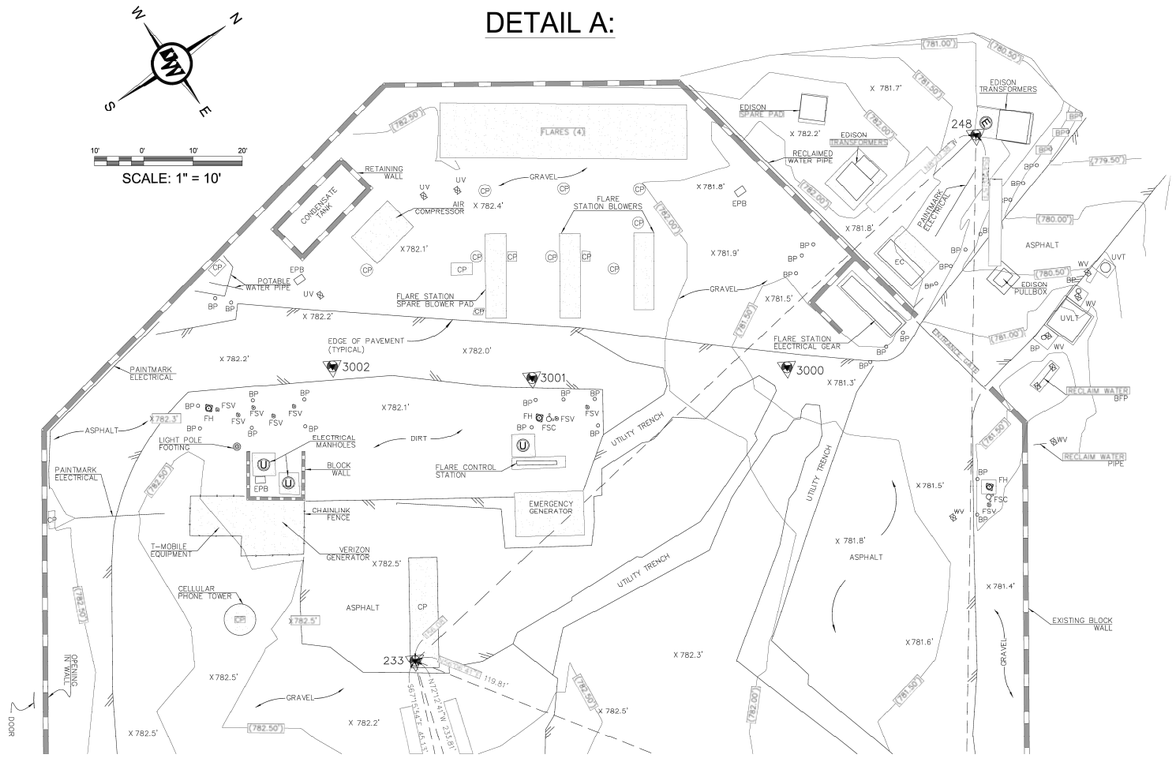
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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT

TOPOGRAPHIC SURVEY

AT COYOTE CANYON GENERATING PLANT PROPOSED LEASE AREA
CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA

DETAIL A:



NOTES:

CONTOUR INTERVAL IS 0.5 FOOT WITH SPOT ELEVATIONS SHOWN ON A 20X25 FOOT GRID.

THE MAPPING OF UNDERGROUND UTILITIES WAS NOT PART OF THE SURVEY REQUEST.

CONDUITS RUNNING ALONG INTERIOR OF EXISTING BLOCK WALL NOT LOCATED. TOP OF EXISTING BLOCK WALL ELEVATION = 794.3'.

SEE SHEET 1 FOR LINE DATA, RECORD REFERENCES, DWA CONTROL POINT DETAIL AND SURVEYOR'S STATEMENT.

SEE SHEET 2 FOR LAND AREA AND CURVE DATA.

BENCHMARK:

THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS DERIVED, STATIONS AND RESPECTIVE ELEVATIONS CONSTRAINED TO ARE:

LGWD – GRID ELEVATION = 406.52'
(ELLIPSOID HEIGHT = 293.3337')

BASIS OF BEARINGS AND DATUM STATEMENT:

THE BEARINGS OF THE LINES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 2017.50 EPOCH AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO THREE CALIFORNIA SPATIAL REFERENCE NETWORK (C.S.R.N.) STATIONS REFERRED TO AS LGWD, SBCC & ECFS. PUBLISHED HORIZONTAL ACCURACIES ON THESE STATIONS MEET OR EXCEED FEDERAL GEOGRAPHIC DATA COMMITTEE (F.G.D.C.) 5-MILLIMETER ACCURACY CLASSIFICATION PER FGDC-STD-007.2-1998. SAID C.S.R.N. POSITIONS WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY.

THE CCS83 GRID BEARING BETWEEN C.S.R.N. STATIONS LGWD AND SBCC BEING S43°43'27"E, AS DERIVED FROM THE POSITIONS FOR SAID STATIONS, IN SAID EPOCH, PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) ON DECEMBER 29, 2017, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

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LEGEND:

AC	–	ASPHALTIC CONCRETE
APN	–	ASSESSOR'S PARCEL NUMBER
BP	–	BOLLARD POST
B.L.	–	BOUNDARY LINE
C.L.	–	CENTERLINE
CP	–	CONCRETE PAD
E.	–	EAST
EPB	–	ELECTRIC PULLBOX
FD.	–	FOUND
FDC	–	FIRE DEPARTMENT CONNECTION
FSV	–	FIRE SERVICE VALVE
FH	–	FIRE HYDRANT
FSC	–	FIRE SERVICE CONTROL
N.	–	NORTH
NE.	–	NORTHEAST
S.	–	SOUTH
SCO	–	SEWER CLEANOUT
SE.	–	SOUTHEAST
SW.	–	SOUTHWEST
(TYP)	–	TYPICAL
UMH	–	UTILITY MANHOLE
W.	–	WEST
WV	–	WATER VALVE
UV	–	UTILITY VALVE
UVT	–	UTILITY VENT
UVLT	–	UTILITY VAULT
	–	CONCRETE PAVEMENT
	–	CONTROL POINT

GRID COORDINATES:

FIELD POINT #	NORTHING	EASTING	ELEVATION	NORTH LATITUDE (H–M–S)	WEST LONGITUDE (H–M–S)	CONVERGENCE ANGLE	SCALE	X ELEV	= COMBINATION FACTOR
SBCC	2147751.75	6131651.74	406.37	33–33–10.795341	–117–39–41.310240	–0–46–32.27	0.99996142	0.99998597	0.99994739
LGWD	2180062.72	6100748.57	406.52	33–38–26.137628	–117–45–51.976020	–0–49–55.96	0.99996842	0.99998596	0.99995438
ECFS	2181264.26	6208132.80	2739.69	33–38–51.657060	–117–24–42.059595	–0–38–18.12	0.99996908	0.99987409	0.99984318
100	2171005.83	6081899.75	549.95	33–36–53.781808	–117–49–33.277228	–0–51–57.57	0.99996613	0.99997915	0.99994528
144	2170578.61	6081513.07	577.23	33–36–49.497842	–117–49–37.772626	–0–52–00.04	0.99996603	0.99997784	0.99994387
233	2170350.86	6082985.33	782.54	33–36–47.464912	–117–49–20.325293	–0–51–50.45	0.99996598	0.99996802	0.99993399
240	2170279.44	6083207.96	782.55	33–36–46.791604	–117–49–17.680399	–0–51–48.99	0.99996596	0.99996801	0.99993398
248	2170505.30	6082962.68	781.58	33–36–48.989243	–117–49–20.620583	–0–51–50.61	0.99996601	0.99996806	0.99993408
308	2169060.73	6081999.62	623.81	33–36–34.555499	–117–49–31.748907	–0–51–56.73	0.99996568	0.99997561	0.99994129
311	2171441.80	6083226.28	566.65	33–36–58.292613	–117–49–17.670965	–0–51–48.99	0.99996623	0.99997834	0.99994458
3000	2170446.80	6082979.57	781.31	33–36–48.413100	–117–49–20.410452	–0–51–50.50	0.99996600	0.99996807	0.99993408
3001	2170403.13	6082951.76	782.03	33–36–47.976920	–117–49–20.731541	–0–51–50.67	0.99996599	0.99996804	0.99993403
3002	2170371.17	6082926.71	782.20	33–36–47.657062	–117–49–21.022010	–0–51–50.83	0.99996598	0.99996803	0.99993402
3003	2170379.50	6083082.15	782.08	33–36–47.762617	–117–49–19.185738	–0–51–49.82	0.99996596	0.99996804	0.99993402

DWA CONTROL POINT DESCRIPTIONS:

100 – FOUND 2-1/2 INCH PUNCHED BRASS DISK STAMPED L.S. 4965 DOWN 2.0 FT IN MONUMENT WELL.

144 – FOUND PK NAIL RECESSED IN AC

233 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.

240 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.

248 – SET 2" PUNCHED ALUMINUM DWA CONTROL DISK FLUSH IN CONCRETE WITH THEIR RESPECTIVE POINT NUMBER.

308 – FOUND PK NAIL FLUSH IN AC.

311 – FOUND MAG NAIL FLUSH IN AC.

3000 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.

3001 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.

3002 – FOUND MAG NAIL AND ALUMINUM WASHER STAMPED "GIS SURVEY CNP1", FLUSH IN AC.

IF THERE IS NO SURVEYOR'S SIGNATURE, HEREON, THIS MAP AND THE CONTENTS ARE PRELIMINARY AND CONSTITUTE NO REPRESENTATION AS TO ACCURACY.

REVISIONS:

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2832 WALNUT AVENUE, SUITE A
TUSTIN, CA 92780
(714) 734-8462 FAX (714) 508-7521

TOPOGRAPHIC SURVEY

ADDRESS: COYOTE CANYON LANDFILL, ORANGE COUNTY, CALIFORNIA
CLIENT: ARCHAEA ENERGY

SHEET 3 OF 3
FILE NO. 22002
SCALE: 1" = 10'
DATE: 07/28/22
DRAWN BY: JDM
CHKD. BY: DEW

NOT FOR CONSTRUCTION

CONFIDENTIAL

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

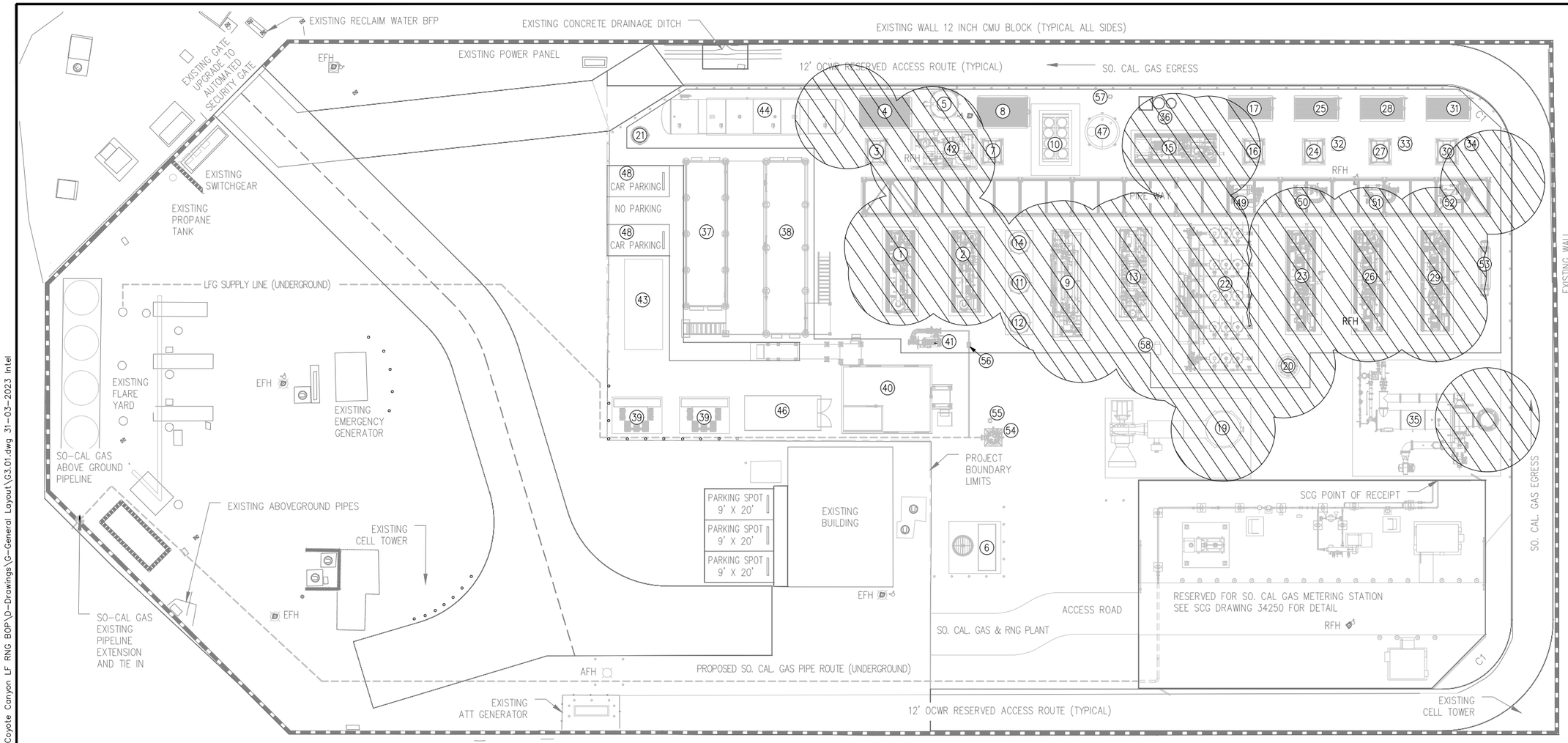
ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

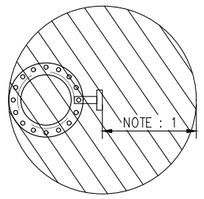
TOPOGRAPHIC SURVEY (SH 3 OF 3)

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G2.06

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TYPICAL FOR ALL HYDROCARBON (RAW BIOGAS/METHANE) THREADED OR FLANGED PIPE FITTINGS

SCALE: NTS

LEGENDS

HAZARDOUS AREA
CLASS 1, DIVISION 2, GROUP D

UNCLASSIFIED AREA

NOTE:-

1. THE SHADED AREA DENOTES A HAZARDOUS AREA OF A 15 FT RADIUS FROM THE SOURCE OF THE LEAK PER NATIONAL ELECTRICAL CODE CLASS 1 DIVISION 2.

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
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OWNER:
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HOUSTON, TX 77027
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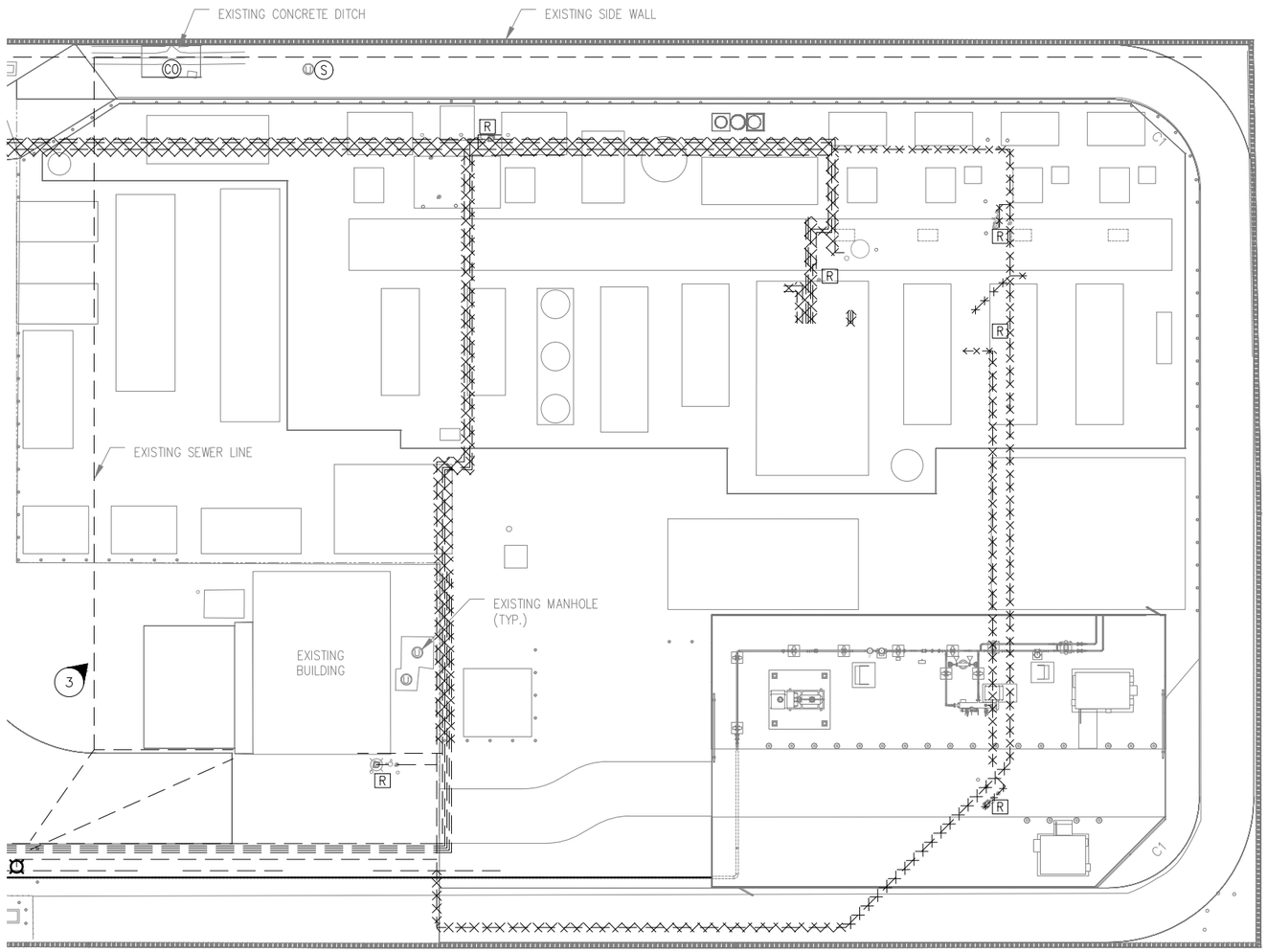
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SIGNAL HILL, CA 90755, Ph: (562) 726-3565
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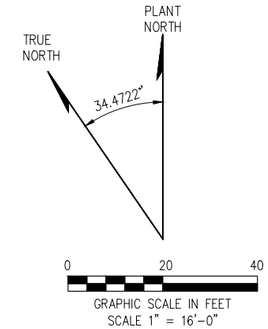
AREA CLASSIFICATION FOR RNG (SCG NOT INCLUDED)

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G3.01

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LEGENDS

EXISTING WALL	
EXISTING FINISHED GRADE	782'-0"
DEMOLITION AREA	
DESTURBED AREA	
WATER RISER	R
CLEANOUT	C0
MANHOLE	S

NOTE:-

1. PROPOSED MODIFICATION TO ROUTING OF THE EXISTING FIRE WATER LINE (REFER TO THE LEGEND).
2. EXISTING UG UTILITIES TO BE FIELD VERIFIED BY CONSTRUCTION CONTRACTOR PRIOR TO PROJECT EXECUTION.
3. DEMOLITION CONTRACTOR TO PERFORM POTHOLING TO FIND OUT BURIED LINE DEPT.
4. TO MINIMIZE THE DOWNTIME OF THE POTABLE WATER AND FIRE WATER SYSTEM, THE PIPELINE SHUTDOWN SHALL ONLY BE TAKEN AFTER THE MODIFIED SECTION OF THE PIPELINE IS CONSTRUCTED AND TESTED AT THE SITE AND COMPLETED TO BE TIED IN WITH THE EXISTING PIPING.

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

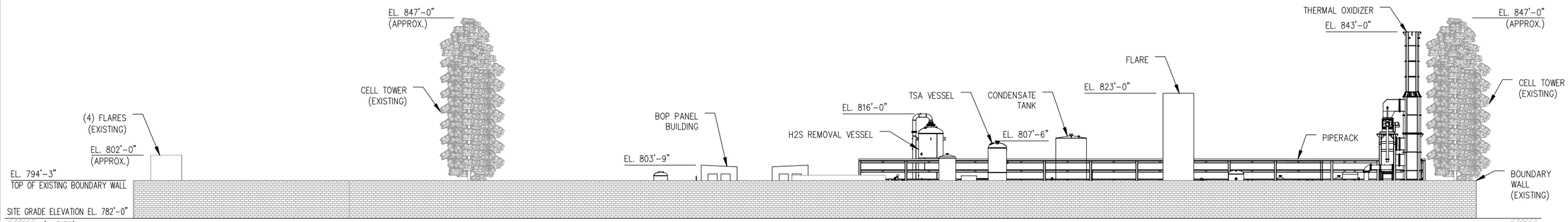
ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

DEMOLITION PLAN

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

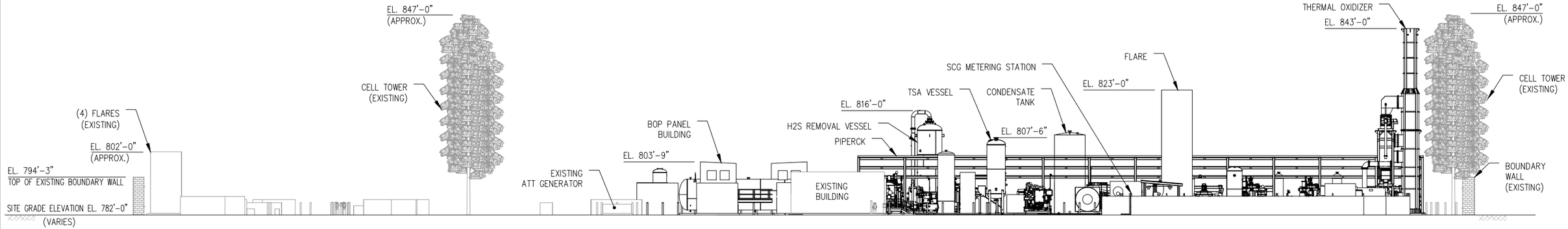
DRAWING NO.
G3.02

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SOUTH ELEVATION (A / G2.00)

SCALE – 1/16" = 1'-0"



NOTES

1. EXISTING SOUTH BOUNDARY WALL BEHIND RNG FACILITY NOT SHOWN FOR CLARITY.

SOUTH ELEVATION (E / G2.00)

SCALE – 1/16" = 1'-0"

0 20 40

GRAPHIC SCALE IN FEET

CONFIDENTIAL

NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
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OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

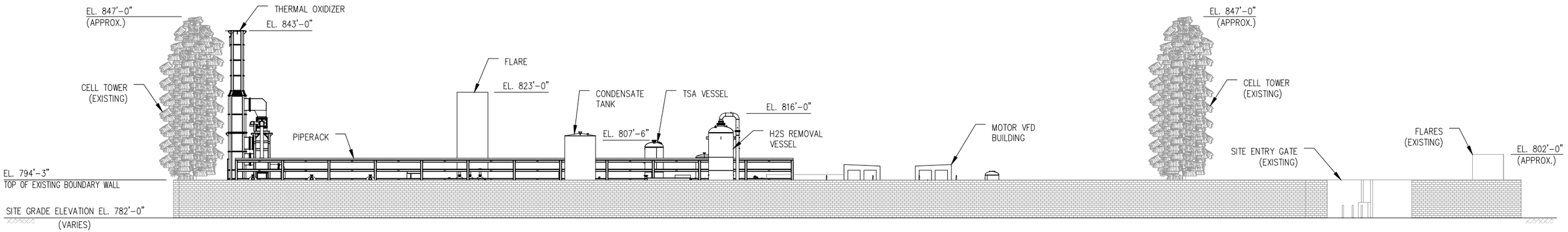
ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

PLANT ELEVATION VIEW
SOUTH ELEVATION - LOOKING PLAN NORTH

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

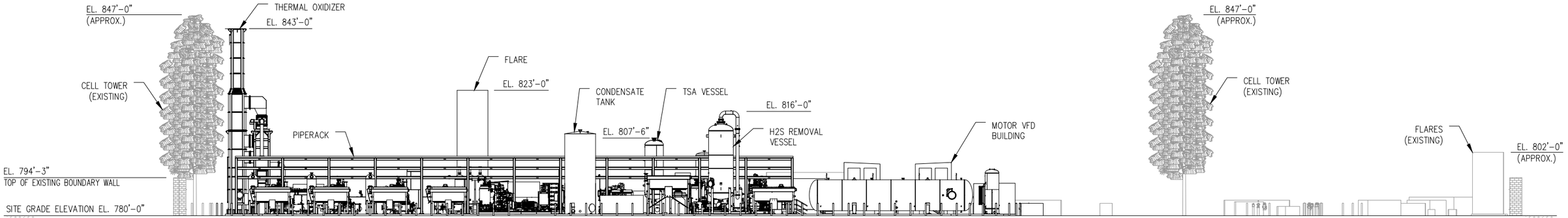
DRAWING NO. **G4.01**

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NORTH ELEVATION (B / G2.00)

SCALE – 1/16" = 1'-0"



NOTES

1. EXISTING NORTH BOUNDARY WALL BEHIND RNG FACILITY NOT SHOWN FOR CLARITY.

NORTH ELEVATION (F / G2.00)

SCALE – 1/16" = 1'-0"

0 20 40

GRAPHIC SCALE IN FEET

CONFIDENTIAL

NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
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2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
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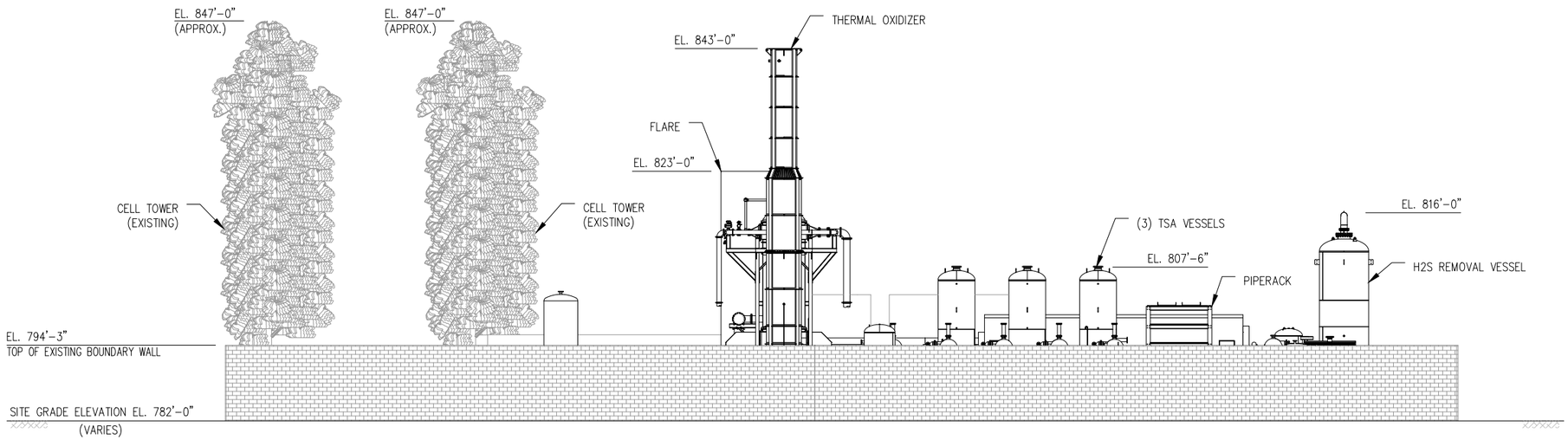
ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

PLANT ELEVATION VIEW
NORTH ELEVATION - LOOKING PLAN SOUTH

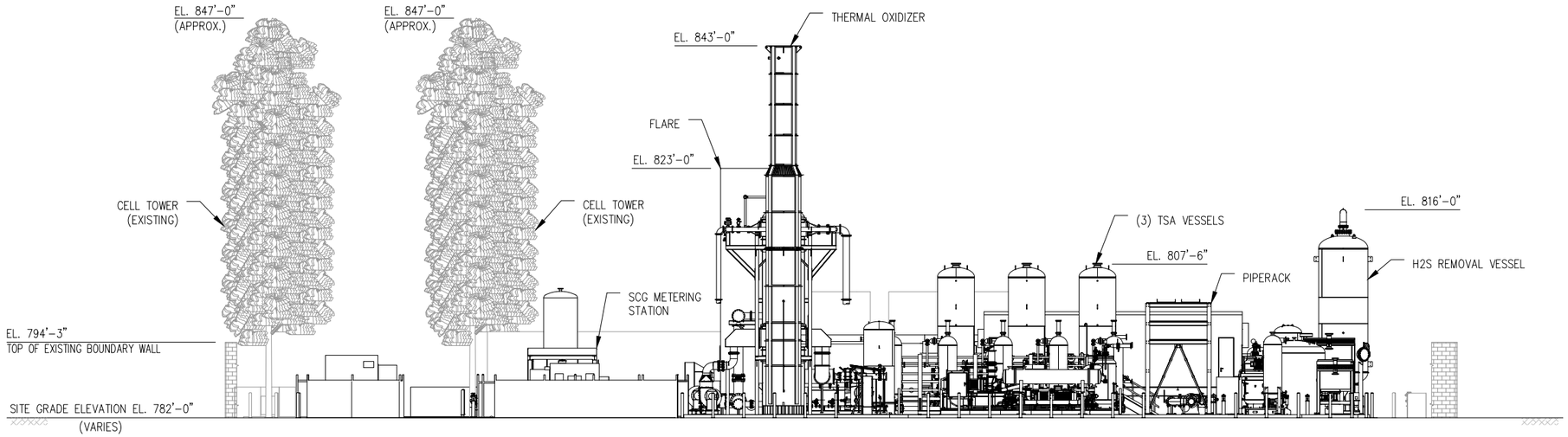
COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO. **G4.02**

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EAST ELEVATION (C / G2.00)
SCALE – 3/32" = 1'-0"



NOTES
1. EXISTING EAST BOUNDARY WALL BEHIND RNG FACILITY NOT SHOWN FOR CLARITY.

EAST ELEVATION (G / G2.00)
SCALE – 3/32" = 1'-0"

0 10 20
GRAPHIC SCALE IN FEET

CONFIDENTIAL

NOT FOR CONSTRUCTION

60% DESIGN REVIEW

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1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
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HOUSTON, TX 77027
Ph: (346) 708-8272

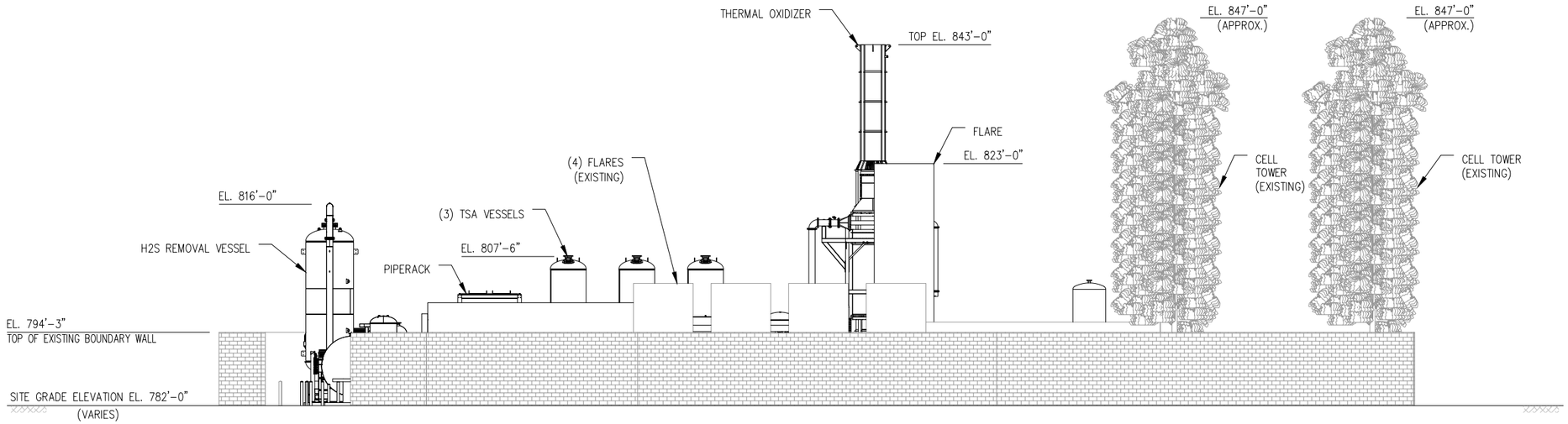
ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

PLANT ELEVATION VIEW
EAST ELEVATION - LOOKING PLAN WEST

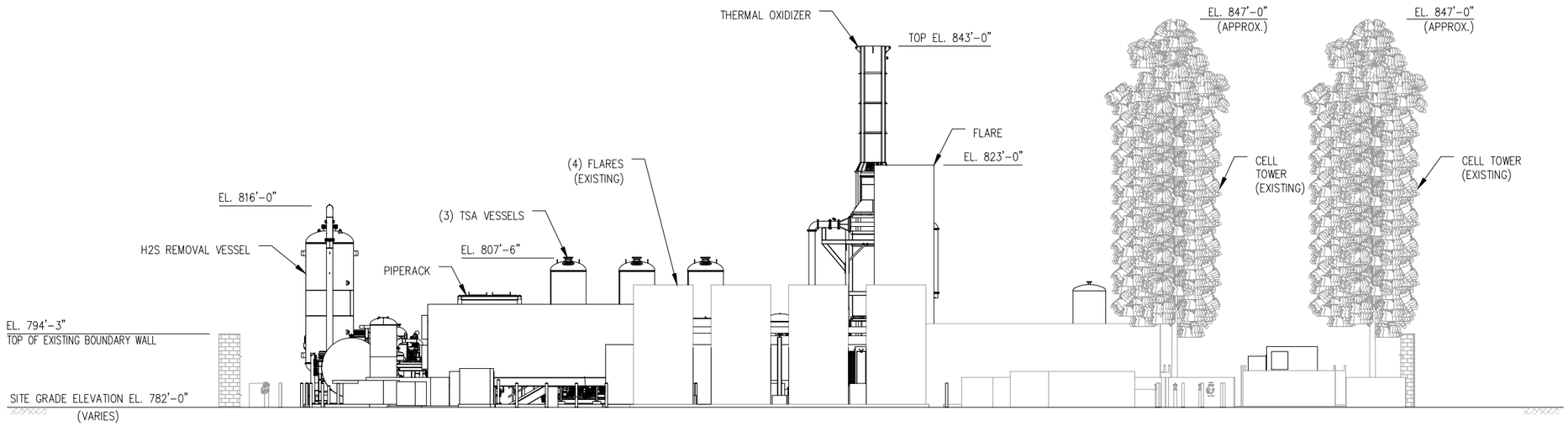
COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G4.03

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WEST ELEVATION (D / G2.00)
SCALE – 3/32" = 1'-0"



NOTES

1. EXISTING WEST BOUNDARY WALL BEHIND RNG FACILITY NOT SHOWN FOR CLARITY.

WEST ELEVATION (H / G2.00)
SCALE – 3/32" = 1'-0"

0 10 20
GRAPHIC SCALE IN FEET

CONFIDENTIAL

NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

PLANT ELEVATION VIEW
WEST ELEVATION - LOOKING PLAN EAST

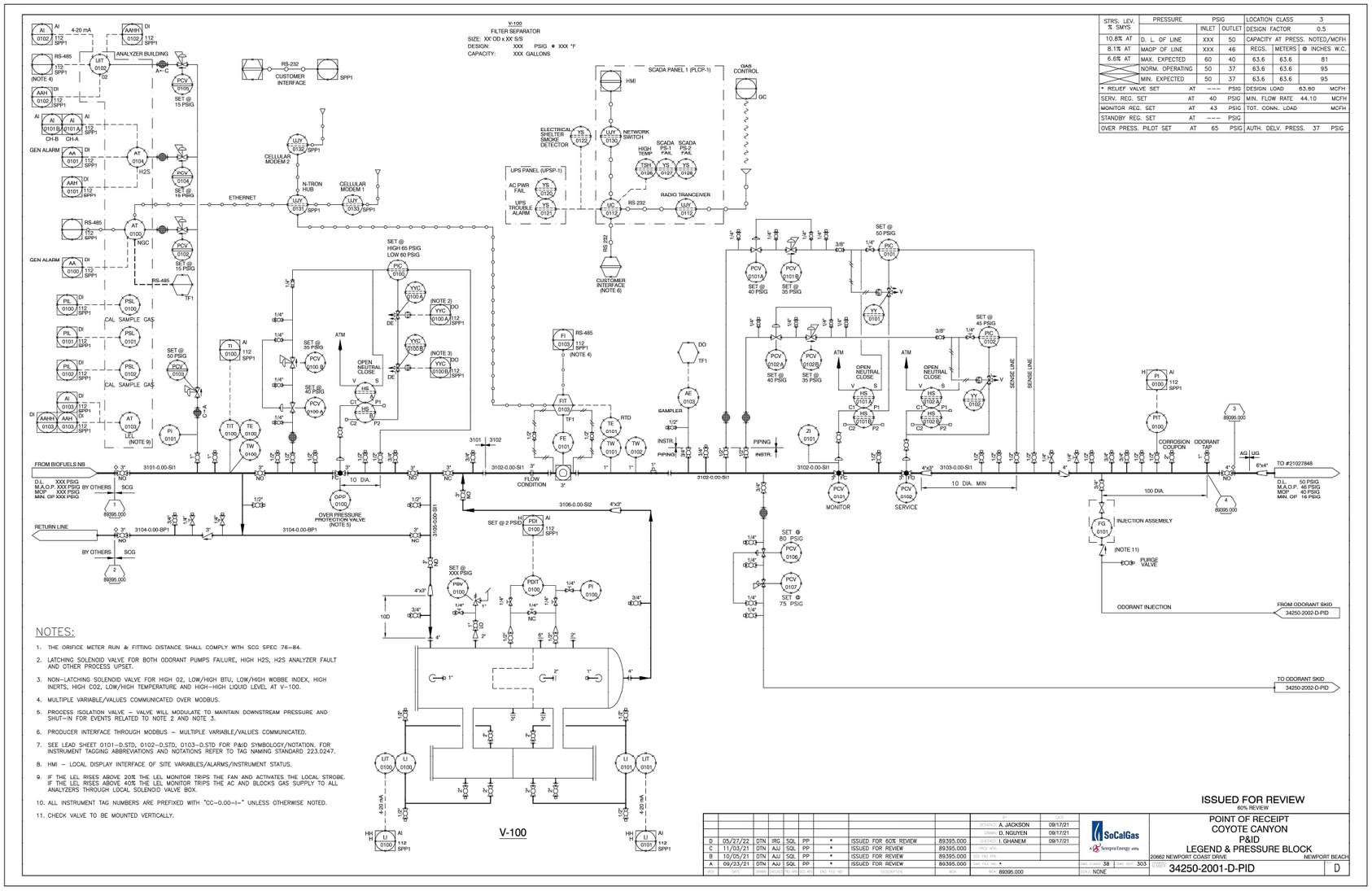
COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G4.04

1:444

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT



STRS. LEV. % SMYS	PRESSURE	PSIG		LOCATION CLASS	3	
		INLET	OUTLET	DESIGN FACTOR	0.5	
10.8% AT	D. L. OF LINE	XXX	50	CAPACITY AT PRESS. NOTED/MCFH		
8.1% AT	MAOP OF LINE	XXX	46	REGS.	METERS	@ INCHES W.C.
6.6% AT	MAX. EXPECTED	60	40	63.6	63.6	81
	NORM. OPERATING	50	37	63.6	63.6	95
	MIN. EXPECTED	50	37	63.6	63.6	95
* RELIEF VALVE SET		AT ---	PSIG	DESIGN LOAD	63.60	MCFH
SERV. REG. SET		AT 40	PSIG	MIN. FLOW RATE	44.10	MCFH
MONITOR REG. SET		AT 43	PSIG	TOT. CONN. LOAD		MCFH
STANDBY REG. SET		AT ---	PSIG			
OVER PRESS. PILOT SET		AT 65	PSIG	AUTH. DELV. PRESS.	37	PSIG

NOTES:

1. THE ORIFICE METER RUN & FITTING DISTANCE SHALL COMPLY WITH SCG SPEC 76-84.
2. LATCHING SOLENOID VALVE FOR BOTH ODORANT PUMPS FAILURE, HIGH H2S, H2S ANALYZER FAULT AND OTHER PROCESS UPSET.
3. NON-LATCHING SOLENOID VALVE FOR HIGH O2, LOW/HIGH BTU, LOW/HIGH WOBBE INDEX, HIGH INERTS, HIGH CO2, LOW/HIGH TEMPERATURE AND HIGH-HIGH LIQUID LEVEL AT V-100.
4. MULTIPLE VARIABLE/VALUES COMMUNICATED OVER MODBUS.
5. PROCESS ISOLATION VALVE - VALVE WILL MODULATE TO MAINTAIN DOWNSTREAM PRESSURE AND SHUT-IN FOR EVENTS RELATED TO NOTE 2 AND NOTE 3.
6. PRODUCER INTERFACE THROUGH MODBUS - MULTIPLE VARIABLE/VALUES COMMUNICATED.
7. SEE LEAD SHEET 0101-D.STD, 0102-D.STD, 0103-D.STD FOR P&ID SYMBOLOGY/NOTATION. FOR INSTRUMENT TAGGING ABBREVIATIONS AND NOTATIONS REFER TO TAG NAMING STANDARD 223.0247.
8. HMI - LOCAL DISPLAY INTERFACE OF SITE VARIABLES/ALARMS/INSTRUMENT STATUS.
9. IF THE LEL RISES ABOVE 20% THE LEL MONITOR TRIPS THE FAN AND ACTIVATES THE LOCAL STROBE. IF THE LEL RISES ABOVE 40% THE LEL MONITOR TRIPS THE AC AND BLOCKS GAS SUPPLY TO ALL ANALYZERS THROUGH LOCAL SOLENOID VALVE BOX.
10. ALL INSTRUMENT TAG NUMBERS ARE PREFIXED WITH "CC-0.00-I-" UNLESS OTHERWISE NOTED.
11. CHECK VALVE TO BE MOUNTED VERTICALLY.

ISSUED FOR REVIEW
60% REVIEW

REV	DATE	DRN	IRG	CHD	APP	ENG	ISSUED	DESCRIPTION	MCA
D	05/27/22	DTN	IRG	SQL	PP	*	ISSUED	FOR 60% REVIEW	89395.000
C	11/03/21	DTN	AJJ	SQL	PP	*	ISSUED	FOR REVIEW	89395.000
B	10/05/21	DTN	AJJ	SQL	PP	*	ISSUED	FOR REVIEW	89395.000
A	09/23/21	DTN	AJJ	SQL	PP	*	ISSUED	FOR REVIEW	89395.000

DESIGNED A. JACKSON 09/17/21
DRAWN D. NGUYEN 09/17/21
CHECKED I. GHANEM 09/17/21
ENG APP.
CHG APV.
QUALITY APP.
ENG. NO. *
MCA 89395.000
CHK. DWGS. 38 CHK. SHTS. 303
SCALE NONE

SoCalGas
A Sempra Energy utility

POINT OF RECEIPT
COYOTE CANYON
P&ID
LEGEND & PRESSURE BLOCK
20662 NEWPORT COAST DRIVE NEWPORT BEACH

DRWG 34250-2001-D-PID D

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NOT FOR CONSTRUCTION

60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

SoCalGas POINT OF RECEIPT P&ID - LEGEND & PRESSURE BLOCK

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G5.01

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT

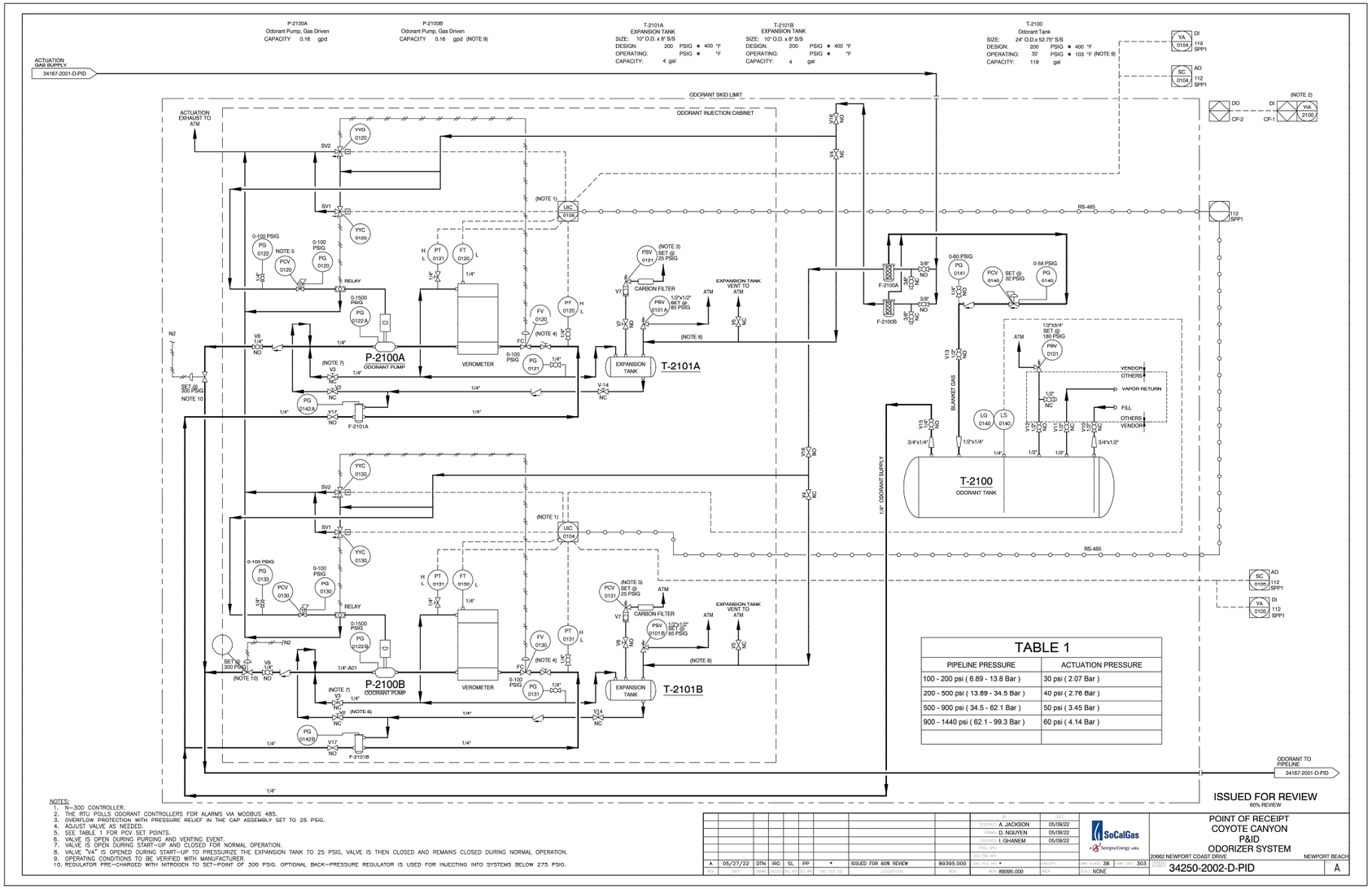


TABLE 1

PIPELINE PRESSURE	ACTUATION PRESSURE
100 - 200 psi (6.89 - 13.8 Bar)	30 psi (2.07 Bar)
200 - 500 psi (13.89 - 34.5 Bar)	40 psi (2.76 Bar)
500 - 900 psi (34.5 - 62.1 Bar)	50 psi (3.45 Bar)
900 - 1440 psi (62.1 - 99.3 Bar)	60 psi (4.14 Bar)

NOTES:
1. N-300 CONTROLLER.
2. THE RTU POLLS ODORANT CONTROLLERS FOR ALARMS VIA MODBUS 485.
3. OVERFLOW PROTECTION WITH PRESSURE RELIEF IN THE CAP ASSEMBLY SET TO 25 PSIG.
4. ADJUST VALVE AS NEEDED.
5. SEE TABLE 1 FOR PCV SET POINTS.
6. VALVE IS OPEN DURING PURGING AND VENTING EVENT.
7. VALVE IS OPEN DURING START-UP AND CLOSED FOR NORMAL OPERATION.
8. VALVE "V4" IS OPENED DURING START-UP TO PRESSURIZE THE EXPANSION TANK TO 25 PSIG, VALVE IS THEN CLOSED AND REMAINS CLOSED DURING NORMAL OPERATION.
9. OPERATING CONDITIONS TO BE VERIFIED WITH MANUFACTURER.
10. REGULATOR PRE-CHARGED WITH NITROGEN TO SET-POINT OF 300 PSIG. OPTIONAL BACK-PRESSURE REGULATOR IS USED FOR INJECTING INTO SYSTEMS BELOW 275 PSIG.

ISSUED FOR REVIEW
60% REVIEW

REV	DATE	DTN	IRG	SL	PP	*	DESCRIPTION	BY
A	05/27/22	DTN	IRG	SL	PP	*	ISSUED FOR 60% REVIEW	89395.000

	BY	DATE
DESIGNED	A. JACKSON	05/09/22
DRAWN	D. NGUYEN	05/09/22
CHECKED	I. GHANEM	05/09/22
ENG APV		
PROJ. APV		
DES. ENG APV		
ENG. PROJ. MG.	*	
MGR.	89395.000	

SoCalGas
Sempra Energy utility

POINT OF RECEIPT
COYOTE CANYON
P&ID
ODORIZER SYSTEM
20662 NEWPORT COAST DRIVE NEWPORT BEACH
34250-2002-D-PID A

SCALE: NONE | SHEET: 38 | SHT. MAT: 303

NOT FOR CONSTRUCTION

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

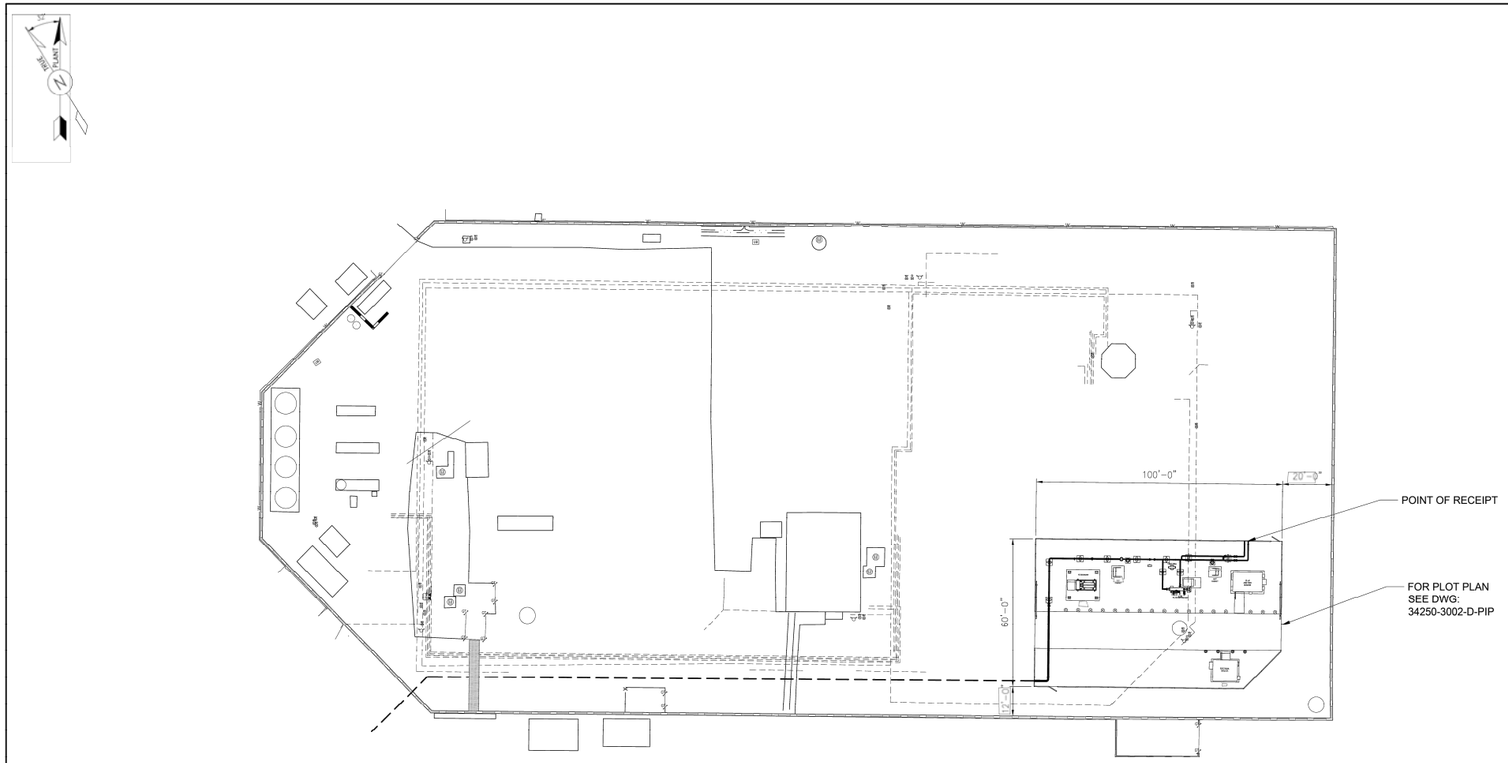
SoCalGas POINT OF RECEIPT P&ID - ODORIZER SYSTEM

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G5.02

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT



SITE PLAN

ISSUED FOR 60% REVIEW

GENERAL NOTES:

WHERE MSA OR REGULATOR STATIONS ARE EXPOSED TO VEHICULAR TRAFFIC, INSTALL REQUIRED GUARD POSTS PER GAS STANDARD 185.0008 AND STANDARD DRAWING 0413-D.STD TO PREVENT DAMAGE.

SCALE: 1" = 20'-0"

REV	DATE	DRAWN	CHECKED	PROJ. APV.	SQE APV.	ENG. FILE NO.	DESCRIPTION	WOA
C	05/27/22	GKC	CJT	PD	SQL	*	ISSUED FOR 60% REVIEW	89395.000
B	10/15/21	GKC	BDK	PD	SQL	*	ISSUED FOR 30% REVIEW	89395
A	09/23/21	GKC	BDK	PD	SQL	*	ISSUED FOR 10% REVIEW	89395

BY	DATE
DESIGNED G. CASILLAS	09/16/21
DRAWN G. CASILLAS	09/16/21
CHECKED B. KIKAWA	09/23/21
PROJ. APV. P. DISOMMA	09/23/21
SQE ENG APV. S. LY	09/23/21

ENG. FILE NO. *
WOA 89395.000
DWG CLASS. 09 | DWG DIST. 303
SCALE: 1"=20'

SoCalGas — a Sempra Energy utility

POINT OF RECEIPT
BIOME RULE 45 – COYOTE CANYON
SITE PLAN
20662 NEWPORT COAST DRIVE NEWPORT BEACH
DRAWING NUMBER 34250-3001-D-PIP REV. C

S:\8161\34250-3001-D-PIP.dwg, 5/27/2022 5:06 PM, Gary Casillas

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

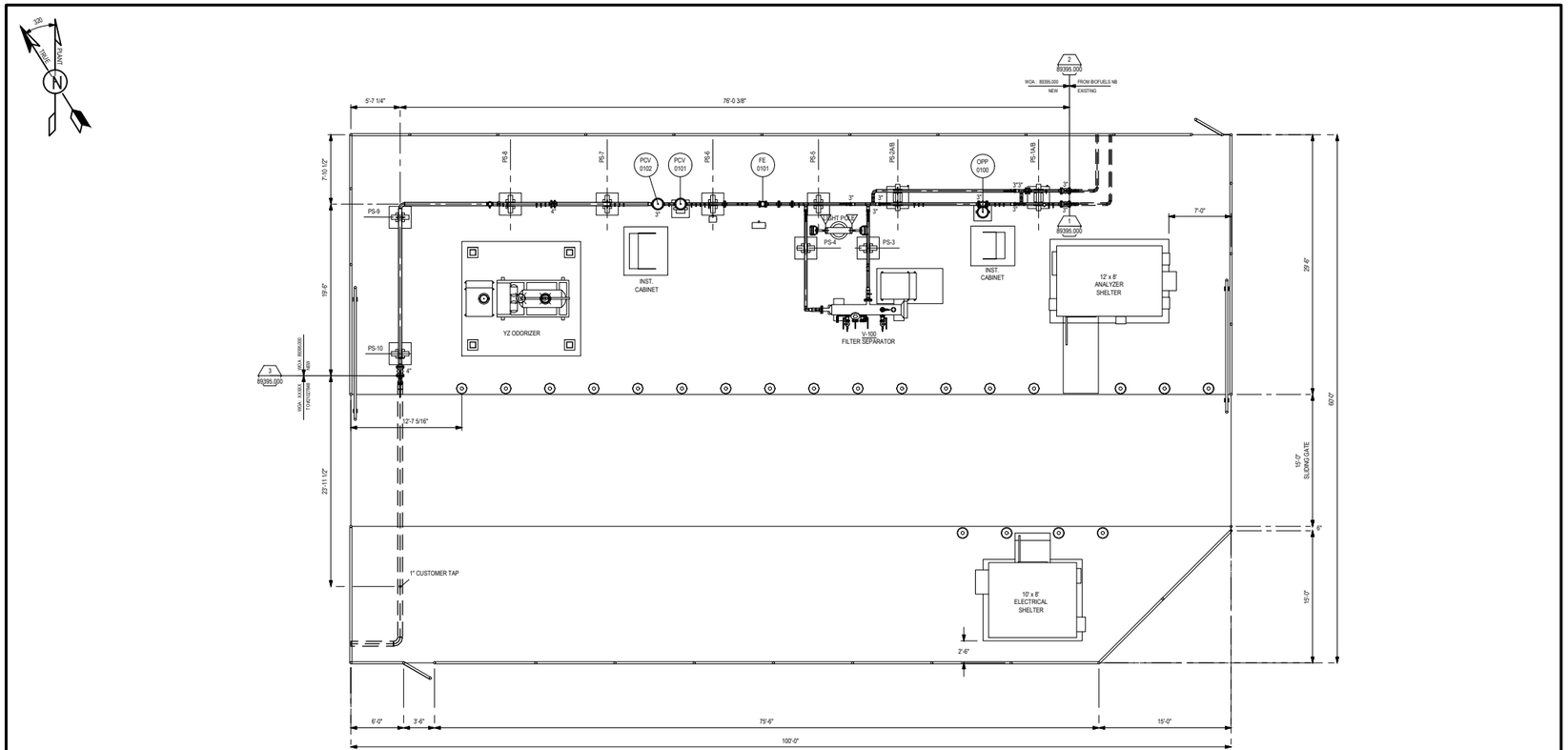
SoCalGas POINT OF RECEIPT SITE PLAN

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G5.03

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ARCHAEA ENERGY
COYOTE CANYON LANDFILL RNG PROJECT



PLOT PLAN

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS ARE IN FEET AND INCHES.

SCALE: 3/16" = 1'-0"

REV	DATE	DRAWN	CHECKED	APV'D	ENG FILE NO.	DESCRIPTION	WOA
C	05/27/22	GKC	CJT	PD	SQL	-	ISSUED FOR 60% REVIEW	89395.000
B	10/15/21	GKC	BDK	PD	SQL	*	ISSUED FOR 30% REVIEW	89395.000
A	09/23/21	GKC	BDK	PD	SQL	*	ISSUED FOR 10% REVIEW	89395.000

	BY	DATE
DESIGNED	G. CASILLAS	09/20/21
DRAWN	G. CASILLAS	09/20/21
CHECKED	B. KIKAWA	09/23/21
PRO.-APV.	P. DISOMMA	09/23/21
SCG ENG APV.	S. LY	
ENG FILE NO.	*	
WOA	89395.000	

ENG CLASS: 09.39 | DWG DIST: 303
SCALE: 3/16" = 1'-0"

SoCalGas

POINT OF RECEIPT
BIOME RULE 45 - COYOTE CANYON

PLOT PLAN

20662 NEWPORT COAST DR. NEWPORT BEACH

DRAWING NUMBER: 34250-3002-D-PIP | REV: C

ISSUED FOR 60% REVIEW

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER: ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

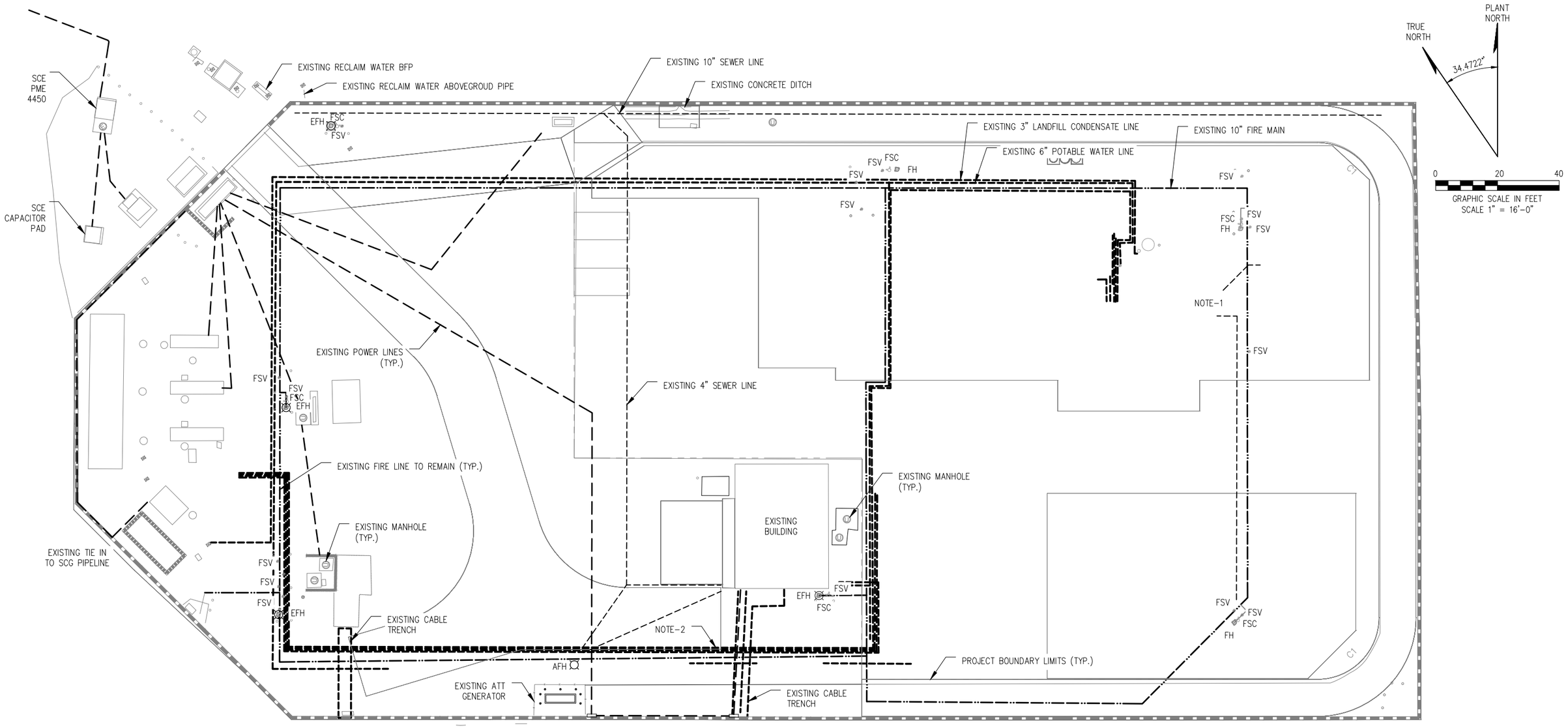
ENGINEER: BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

SoCalGas POINT OF RECEIPT PLOT PLAN

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G5.04

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LEGENDS

EXISTING FIRE HYDRANT	FH
EFH-EXISTING FIRE HYDRANT RETAINED	EFH
AFH-ADDED FIRE HYDRANT	AFH
POWER LINES	
UTILITIES LINE	
FIRE LINE	
FIRE SERVICE VALVE	FSV
FIRE SERVICE CONNECT	FSC

NOTE:-

1. LOCATE THE DISCARDED BURIED PIPE THAT WAS PART OF PREVIOUS PROJECT.
2. EXISTING UG UTILITIES TO BE FIELD VERIFIED.
3. THE UG SERVICES SHOWN ON THIS DRAWING ARE DRAWN BASED ON UNSCALED HAND SKETCHES, THEREFORE THE DURING THE UG SURVEY SPECIAL CARE NEEDS TO BE TAKEN TO IDENTIFY THE ACTUAL LOCATION.

TOPOGRAPHY NOTE:
BASED ON TOPO FURNISHED BY D.WOOLLEY & ASSOCIATES
DATE: 07-28-2022.

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	08/11/2022	ISSUED FOR CUP	AK	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
ARCHAEA ENERGY
4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
Ph: (346) 708-8272

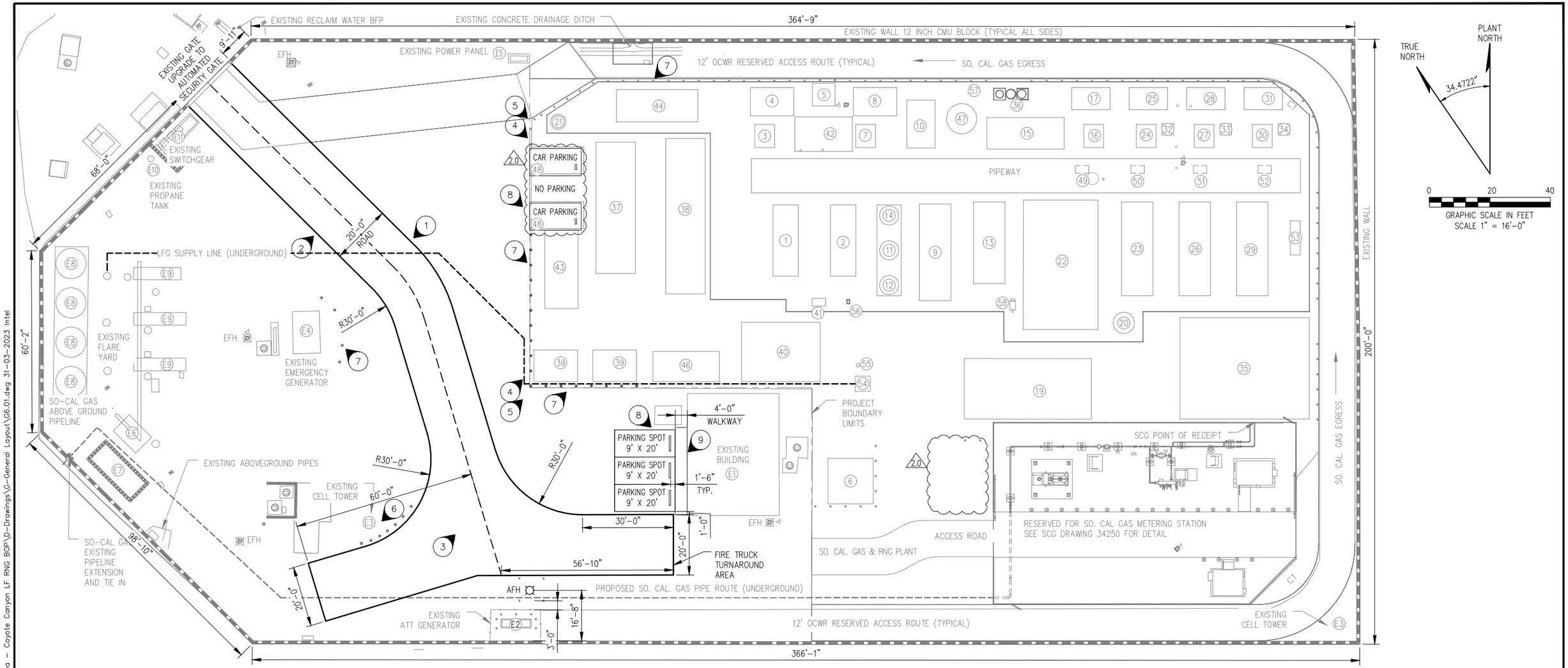
ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

EXISTING PIPES & CABLES (FOR UG SERVICES SURVEY)

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G6.00

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NOTE:-

1. INSTALL WHITE STRIP AND REFLECTOR ON BOTH SIDE OF ROAD.
2. SPEED BUMPS ARE PROHIBITED.
3. THE GRADIENT FOR ACCESS ROADS SHALL NOT EXCEED 10%.
4. PROVIDE BOLLARDS FOR THE SAFETY OF THE INSTALLED EQUIPMENT.
5. THE NEW BOLLARDS SHALL BE PROVIDED WITH REFLECTOR.
6. FLEXIBLE DELINEATOR POSTS 'ULINE H-4466Y' OR EQUAL.
7. REMOVAL BOLLARDS WITH REFLECTOR.
8. TIRE STOPS WITH REFLECTIVE STRIP 4" X 72" SMARTSIGN K2-1018 OR EQUAL.
9. REFLECTIVE OBJECT MARKER 12"X36" BLACK ON YELLOW ALUMINUM SMARTSIGN X-OM-3C OR EQUAL IN 5 PLACES.

LEGENDS

EFH-EXISTING FIRE HYDRANT RETAINED	EFH
AFH-ADDED FIRE HYDRANT	AFH
GAS LINES	
PROJECT BOUNDARY LIMITS	
SO. CAL. GAS METERING STATION LIMITS	

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60% DESIGN REVIEW

REV	DATE	DESCRIPTION	DRN BY	CHK BY	APRV BY
1.0	12/16/2022	ISSUED FOR REVIEW	SS	TP	AG
2.0	03/20/2023	ISSUED FOR 60% DESIGN REVIEW	SS	TP	AG

OWNER:
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4444 WESTHEIMER ROAD, SUITE G450
HOUSTON, TX 77027
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ENGINEER:
BIOGAS ENGINEERING
2321 E. 28TH STREET, SUITE 400
SIGNAL HILL, CA 90755, Ph: (562) 726-3565
EMAIL: INFO@BIOGASENG.COM

FIRE MASTER PLAN

COYOTE CANYON LANDFILL
RNG PROJECT
20662 NEWPORT COAST DRIVE
NEWPORT BEACH, CA 92657

DRAWING NO.
G6.01

1:450

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Attachment D

July 17, 2025, Planning Commission Staff Report

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3175862&dbid=0&repo=CNB

Attachment E

Resolution No. PC2025-008

Docusign Envelope ID: 16D71D90-E0E9-41F1-A16A-5A8C5B5081FC

RESOLUTION NO. PC2025-008

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A LANDFILL-GAS-TO-ENERGY FACILITY AT 20662 NEWPORT COAST DRIVE (PA2022-063)

THE PLANNING COMMISSION OF THE CITY OF NEWPORT BEACH HEREBY FINDS AS FOLLOWS:

SECTION 1. STATEMENT OF FACTS.

1. An application was filed by Biofuels Coyote Canyon Biogas LLC, on behalf of Archaea Energy Inc. ("Applicant"), concerning property located at 20662 Newport Coast Drive, and legally described as a Portion of Block 128, Tract No. 361 of Irvine's Subdivision ("Project Site"), requesting approval of a conditional use permit ("CUP").

2. The Project Site is located within the greater boundary of the closed Coyote Canyon Landfill ("CCL"), which received municipal solid waste from 1963 to 1990 and officially closed on May 7, 2003. CCL is owned by the County of Orange ("Owner") and is maintained by Orange County Waste & Recycling ("OCWR"). The CCL boundary occurs on both sides of Newport Coast Drive and consists of four distinct areas: (1) the main canyon landfill, located immediately west of Newport Coast Drive and addressed as 20661 Newport Coast Drive; (2) and (3) the east and south canyon landfilling areas, located east of Newport Coast Drive and with no specific address; and (4) the Project Site, also located east of Newport Coast Drive and at the top of a ridge. The Project Site has historically been the primary location for dealing with landfill gas ("LFG"), including a former LFG-to-energy operation.

3. The previous LFG-to-energy facility operated from 1988 to 2015. It was removed as part of the Coyote Canyon Gas Recovery Demolition and Telecom Update (PA2016-091) (SCH number 2016081012) as the quality of the LFG became inadequate for conversion to energy with the technology of the time.

4. The Project Site is currently improved with emergency generators, above ground storage tanks, two 65-foot faux eucalyptus cell towers ("Telecom Facilities"), power panel and switchgear, a blower pad, and flares that currently burn off the LFG generated by CCL. There is a small operational support building in the center of the site used by OCWR staff and three parking spaces. The Project Site is surrounded by a 12-foot-tall perimeter block wall, trees, with coastal sage scrub beyond.

5. The Applicant proposes the construction and operation of a new renewable natural gas ("RNG") processing plant and a pipeline interconnection facility (collectively referred to as the "RNG Facility"). The RNG Facility will convert LFG generated by CCL into a pipeline-quality natural gas equivalent. This RNG would be transferred from the facility into SoCal Gas infrastructure through an existing onsite tie-in point. Other project components include

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a new control room building, new internal access routes, utility upgrades including installation of an additional fire hydrant, a water tank, a septic tank, oil/water separator, a storm drain for off-site disposal of stormwater, and new underground power and telecommunication lines. The RNG Facility would operate 24 hours per day, seven days a week, with an annual scheduled shutdown for plant maintenance. The Telecom Facilities would be protected in place and not affected by the current application ("Project").

6. The Project Site is categorized as Open Space (OS) by the Land Use Element of the General Plan and is located within the Open Space (OS) Zoning District.

7. The Project Site is not located within the coastal zone and no coastal development permit is required.

8. Additionally, the entire Coyote Canyon Landfill, including the Project Site, are located within the Central Subregion of the Natural Communities Conservation Plan/Habitat Conversation Plan (NCCP/HCP) for the Central and Coastal Subregions of Orange County. The NCCP/HCP is a multi-species habitat conservation plan designed to protect sensitive plant and animal species by preserving existing habitat areas in response to the construction of State Route 73. The Project Site is designated as an existing use by the NCCP/HCP.

9. A Public Hearing with the Planning Commission was previously scheduled and noticed for May 22, 2025, to review the Project. However, the Project was removed from the agenda and the meeting was cancelled.

10. A public hearing was held on July 17, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach. A notice of the time, place, and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapter 20.62 (Public Hearings) of the Newport Beach Municipal Code ("NBMC"). Evidence, both written and oral, was presented to and considered by the Planning Commission at this hearing.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION.

1. A draft Initial Study and Mitigated Negative Declaration (State Clearinghouse Number 2024120012) ("IS/MND") have been prepared in compliance with the California Environmental Quality Act ("CEQA") set forth in Public Resources Code Section 21000 *et seq.*, the State CEQA Guidelines set forth in Title 14 in the California Code of Regulations Section 15000 *et seq.*, and City Council Policy K-3.

2. The draft IS/MND were circulated for a 45-day comment period beginning on November 27, 2024, and ending on January 13, 2025.

3. Pursuant to Public Resources Code Section 21080.3.1, the City provided formal notice on December 5, 2023, to Native American tribes that are traditionally and culturally affiliated with the geographic area of the Project Site. The City received no responses within the 30-day period, however, a tribal contract for the Gabrieleño Band of Mission

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Indians – Kizh Nation, requested consultation during the public comment period of the IS/MND. Mitigation Measures have been included in the Mitigation Monitoring and Reporting Program ("MMRP") to the satisfaction of the tribe to address potential concerns regarding the protection of Tribal Cultural Resources.

4. The MND, which includes the IS, public comments, and responses to comments as of the public hearing date, is being considered by the Planning Commission in its review of the Project.

5. The Planning Commission finds that the MND has been prepared and completed in compliance with CEQA and City Council Policy K-3.

6. The Planning Commission finds that the MND reflects the independent judgment and analysis of the City.

7. Based on the entire environmental review record, the Project, with mitigation measures, will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings that would be caused. Additionally, there are no long-term environmental goals that would be compromised by the project, nor cumulative impacts anticipated in connection with the project. The MMRP are feasible and will reduce the potential environmental impacts to a less than significant level.

8. The IS/MND, MMRP, and Response to Comments attached as Exhibits "A", "B," and "C" respectively, are hereby adopted. The document and all material, which constitute the record upon which this decision was based, are on file with the Planning Division, City Hall, 100 Civic Center Drive, Newport Beach, California.

9. The Planning Commission finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time-consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages that may be awarded to a successful challenger.

SECTION 3. REQUIRED FINDINGS.

In accordance with Section 20.52.020(F) (Conditional Use Permits and Minor Use Permits) of the NBMC, the following findings and facts in support of such findings are set forth:

Finding:

A. The use is consistent with the General Plan and any applicable specific plan;

Facts in Support of Finding:

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1. The Project Site is categorized as Open Space (OS) by the Land Use Element of the General Plan. The Open Space (OS) land use designation is intended to provide areas appropriate for a range of public and private uses to protect, maintain, and enhance the community's natural resources. This designation may also include incidental buildings, such as maintenance equipment and supply storage, which are not traditionally included in determining intensity limits.

2. The Project is consistent with the Open Space (OS) categorization, as it introduces new equipment and limited incidental structures within an already improved area of the CCL. The Project comprises less than one acre of the 375-acre CCL footprint and preserves the community's natural resources because it does not expand the footprint of the building pad and perimeter block wall at the top of the ridge. Additionally, the RNG Facility provides a net benefit to the existing Open Space (OS) by converting LFG generated by CCL into a pipeline-quality natural gas equivalent.

3. Additionally, the Project is consistent with the following policies of the General Plan:

    a. **LU 1.3 (Natural Resources)** and **NR 17.1 (Open Space Protection):** *Requires the preservation of open space and habitat resources.* The Project comprises less than one acre of the 375-acre CCL site and preserves the community's natural resources because it does not develop current open space and instead sites the new improvements adjacent to existing improvements within the existing walled-off area. All Project components are proposed within the perimeter wall. Additionally, the RNG Facility provides a net benefit to the existing Open Space (OS) by converting LFG generated by CCL into a pipeline-quality natural gas equivalent.

    b. **LU 1.6 (Public Views):** *Requires protection, and where feasible, enhancement of significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points* and **NR 21.1 (Signs and Utility Siting and Design)** *which requires signs, utilities, and antennas be designed and sited to minimize visual impacts:* The City's policies related to public reviews include Land Use Policy LU 1.3 which aims to preserve open space resources, beaches, harbors, parks, bluffs, preserves, and estuaries as visual, recreational, and habitat resources; Land Use Policy LU 1.6 which requires public views, including scenic and visual resources such as open space, mountains, canyons, ridges, the ocean, and the harbor, be preserved and where possible, enhanced from public vantage points; and Natural Resources Policy NR 23.1. The IS/MND analyzed views from three different viewpoints including looking southeast from Newport Coast Drive (just south of Sage Hill High School), northeast from Newport Coast Drive (just northeast of San Joaquin Hills Road), and north from the residences at Renata Street. Of note, Newport Coast Drive, the primary location for two of the three viewshed locations, is not a scenic highway and has motorists driving at higher rates of speed along this area. The viewshed simulations demonstrate that the Project design blends within the existing topography such that the Project complies with these policies. Additionally, Condition of Approval No. 5 requires the Applicant to provide enhanced aesthetic treatment of the equipment to ensure the RNG Facility blends in with its surroundings.

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c. **General Plan Policy LU 3.3 (Opportunities for Change - Coyote Canyon Landfill):** *Intends for the CCL to support a comprehensive vision that balances future land uses with environmental stewardship and public access. Future development should adapt the closed landfill as an area that supports a variety of outdoor recreational uses such as golf, hiking, and nature interpretation alongside housing opportunities with complementary nonresidential uses.* The Project is proposed within an area of CCL where there are existing utilities, such as telecom facilities, and existing infrastructure for LFG collection and flaring. The Project is not located in an area of the CCL that is conducive for redevelopment into any of the aforementioned uses without the removal of the existing infrastructure. The Project does not prohibit the implementation of Policy LU 3.3 within other areas of CCL and instead sites new improvements in a complementary fashion with existing improvements.

d. **NR 3.9 (Water Quality Management Plan)** and **NR 4.4 (Erosion Minimization):** *Requires new development applications to include a Water Quality Management Plan ("WQMP") to demonstrate how runoff and erosion shall be minimized both during construction and post-construction.* A WQMP was prepared for the Project by BKF Engineers, dated December 14, 2023. The Project implements Best Management Practices and is designed to prevent surface water from flowing over slope faces.

e. **NR 10.2 (Orange County Natural Communities Conservation Plan):** *Requires compliance with the policies of the NCCP/HCP.* The Project is within an area of the NCCP/HCP that is acknowledged as an existing use and does not expand the use beyond the existing perimeter wall. Temporary staging areas that will be used during construction of the Project for material deliveries and parking have been sited to avoid impacts to avoid coastal sage scrub, chaparral, and other native plant communities. The primary laydown area is proposed on the Project Site and the secondary laydown area is proposed within an already disturbed portion of the main landfill area, across Newport Coast Drive. Vehicle parking for construction employees will be provided in the secondary laydown area, and a shuttle would transport crews daily to and from the Project Site. A number of mitigation measures are incorporated in the MMRP, set forth in Exhibit B, to ensure the Project complies with the policies of the NCCP/HCP.

4. The Project is not located within a specific plan area.

Finding:

B. The use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code and the Municipal Code;

Facts in Support of Finding:

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1. The Project Site is within the Open Space (OS) Zoning District. The OS District is intended to both provide areas to maintain and protect the community's natural open space resources; and maintain and protect landscaped open space areas located within residential and non-residential developments, where no further development is allowed.

2. Pursuant to Table 2-14 (Allowed Uses and Permit Requirements) of Section 20.26.020 (Special Purpose Zoning Districts Land Uses and Permit Requirements) of the NBMC, "Major Utilities" are allowed within the OS District, subject to the approval of a CUP. The Project meets the definition of a "Major Utility," as provided in Chapter 20.70 (Definitions) of the NBMC and is therefore allowed upon approval of this CUP.

3. Section 20.26.030 (Special Purpose Zoning Districts General Development Standards) of the NBMC specifies that development standards in the Open Space (OS) District shall be established during review of the required permit. The RNG Facility would have a total footprint of approximately 38,500 square feet and would be composed of pipe racks, various vessels and tanks, new flare tower, thermal oxidizer, and other miscellaneous processing equipment. Equipment ranges in height from approximately 5-foot, 6-inches above the existing grade to a maximum height of 60 feet above the existing grade. Apart from the vessels, tanks, flare, and pipe rack, which range in height from 30 feet to 40 feet above finish grade, most of the equipment will be screened by the existing perimeter wall. The tallest piece of RNG Facility equipment, the thermal oxidizer, is proposed at a height of 60 feet above finish grade. All equipment will be below the 65-foot height of the Telecom Facilities. Condition of Approval No. 4 has been included to set height limits for specific equipment that exceeds 35 feet in height.

4. Given the Project is entirely within the perimeter of the wall and most equipment is setback approximately 12 feet from the wall to allow sufficient site circulation, no additional setbacks are proposed. Requiring additional setbacks from the property line would further constrain the layout of the RNG Facility and would likely result in taller equipment. As such, it is most appropriate to allow development to span the entire Project Site behind the perimeter wall.

5. The approximately 500-square-foot control room building is the only enclosed floor area proposed with the Project. Given it is clearly incidental to the RNG Facility, no maximum floor-area-to-land ratio is proposed.

6. The control room building will be staffed by one to two employees, per shift. Two parking spaces are proposed to accommodate the anticipated parking demand. There are access roads within the Project Site which provide sufficient vehicle staging areas in the event additional workers are ever required during a maintenance event or plant shut down.

Finding:

C. The design, location, size, and operating characteristics of the use are compatible with the allowed uses in the vicinity;

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Facts in Support of Finding:

1. The Project Site is located within the greater boundary of the closed CCL. The Project Site itself has historically been the primary location for dealing with LFG, including a former LFG-to-energy operation which operated from 1988 to 2015. While the quality of the LFG became inadequate for conversion to energy with the technology of the time, new technology is now available which allows for LFG to once again be utilized.

2. Land uses that are immediately adjacent to the Project Site include the landfill areas described above in Statement 2 of Section 1, an Irvine Ranch Water District ("IRWD") pumping station, and open space.

3. The nearest sensitive receptors to the Project Site are the existing Sage Hill School, located approximately 1,400 feet to the north, and single-unit residences in the Tesoro Community, located approximately 1,250 feet to the south.

4. A Noise Impact Analysis was prepared for the Project by LSA, dated July 17, 2024. The study found that neither the construction of the Project nor the long-term operation of the Project would result in noise impacts to the nearby sensitive receptors.

5. Long term operation of the Project will result in a negligible increase in the number of vehicles traveling to the Project Site. The Project is anticipated to generate eight average daily trips, well below the 300 average daily trip threshold provided in Chapter 15.40 (Traffic Phasing Ordinance) of the NBMC to require the preparation of a traffic study.

6. Vehicle traffic will increase during the 9-to-12-month Project construction period. To reduce the temporary impacts to a less than significant level, the Project includes four traffic mitigation measures, which are included in the MMRP. For example, the Applicant must prepare a traffic control plan for demolition and construction which staggers truck trips throughout the day on Newport Coast Drive so that the minimum practicable number of truck trips will occur during the AM peak period (i.e., during student drop off for Sage Hill School). Through the implementation of these mitigation measures, the Project is not anticipated to negatively impact traffic within the surrounding area.

7. The Project is not anticipated to generate objectionable odors to the nearby community due to Project design and distance from sensitive receptors. While the RNG will be odorized prior to injection into SoCal Gas infrastructure, the odorization process is a sealed-loop system and there should be no release of odors. Construction activities may generate odors, but they would be temporary and typically confined to the immediate vicinity of the construction equipment. By the time any odorous emissions reach the nearby sensitive receptors, they would likely be diluted to be below the level of detection.

8. The Project introduces additional lighting for security purposes but is not anticipated to adversely affect ambient light conditions. The 12-foot perimeter wall and trees surrounding the project site should help shield lighting that could emanate from the Project Site. To ensure Section 20.30.070 (Outdoor Lighting) of the NBMC, which

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requires all outdoor lighting be designed, shielded, aimed, located, and maintained to shield adjacent properties and to not produce glare onto adjacent properties or roadways, is implemented, Condition of Approval No. 10 allows the Community Development Director to order the dimming of light sources or other remediation upon finding that the site is excessively illuminated.

9. The historic use of the Project Site is LFG collection and processing. The previous LFG-to-energy facility operated at the Project Site from 1988 to 2015 and without notable incidents or code enforcement issues. The historic use of the site suggests the RNG Facility should also operate in a compatible way with the surrounding uses.

Finding:

D. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities;

Facts in Support of Finding:

1. The Project was reviewed by the City's Utilities Department, Public Works Department, and Building Division. All input and recommendations provided on implementation of the project if approved have either been incorporated into project design or have been included in the Conditions of Approval, attached as Exhibit "D."

2. The Project was also reviewed by the Newport Beach Fire Department ("NBFD"). The NBFD provided recommendations and conditions, including vegetation removal, to ensure that the necessary fire prevention and emergency response features are incorporated. All recommendations are included in the MMRP and the Conditions of Approval, attached as Exhibits "B" and "D," respectively.

3. OCWR currently maintains the planted area outside the perimeter wall. As required by the NBFD, the Project would likely remove 28 trees to reduce the risk of fire associated with the Project. Condition of Approval No. 29 requires a Fuel Modification Plan to be reviewed and approved by the NBFD prior to the issuance of a building permit.

4. An additional fire hydrant will be added to the Project Site to ensure the hydrant layout can meet hose-pull requirements and allow fire apparatus equipment and firefighting crews to deploy at a safe distance from the RNG Facility. The hydrant location was reviewed and accepted by the NBFD.

5. The Project includes a new, enclosed, flare tower to burn off-specification gas generated from the RNG refining process. The combustion of off- specification gas will occur within the flare tower, and no flames will be visible. The four existing OCWR flares will be protected in place and will be used to combust any excess LFG that is not sent to the RNG Facility or as a backup in the event the RNG Facility goes offline. The existing OCWR flares will not be retrofitted to conceal flames. The NBFD acknowledges that calls for service may be received related to the occasional visible flaring in the existing

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OCWR flares but does not anticipate calls for service to increase over what they receive under existing conditions.

6. The Project is required to comply with the most current adopted fire codes, building codes, and nationally recognized fire and life safety standards. These codes impose design standards and requirements to minimize and mitigate fire and emergency response risk. Compliance with these codes and standards is ensured through the City's building permit review process. All construction would be subject to review and approval by the City's Building Division and NBFD prior to building permit and certificate of occupancy issuance.

Finding:

E. *Operation of the use at the proposed location would not be detrimental to the harmonious and orderly growth of the City, nor endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.*

Facts in Support of Finding:

1. LFG is currently being flared off by existing site infrastructure. The Project will divert the LFG from the flares and into the RNG Facility to convert it into RNG through a proprietary process. The LFG will undergo moisture, particulate, and contaminant removal to be upgraded and compressed into pipeline quality RNG. Contaminants removed from the LFG will be destroyed in the thermal oxidizer. While the Project generally replaces existing LFG flaring, the Project still has the potential to release gaseous emissions of criteria pollutants and dust into the ambient air.

2. An Air Quality Impact Analysis ("AQIA") was prepared for the Project by SCS Engineers, dated December 2023. The AQIA evaluated the offsite concentrations of criteria air pollutants that would be emitted by the Project. The net change in emissions from implementation of the Project would be lower than significance thresholds established by the South Coast Air Quality Management District ("SCAQMD"). Projects below the SCAQMD significance thresholds are not expected to generate sufficient criteria pollutant emissions to violate any air quality standards and should not be a risk to the health or general welfare of people residing or working nearby.

3. The operation of the Project would require the use of hazardous materials such as maintenance products, oils, acids, and gases. A full list of materials and quantities are included in Table 10 of the IS/MND. The Project will store hazardous materials in small enough quantities as to not require registration with the California Accidental Release Program and is not anticipated to endanger, jeopardize, or otherwise constitute a hazard to the public. Furthermore, specific protocols for the storage of hazardous materials are provided in Appendix H of the IS/MND and incorporate the use of double-walled tanks and secondary containment to conform with existing hazardous materials and hazardous waste laws and regulations set at the State and Federal level.

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4. Construction activities would use hazardous materials including gasoline, diesel fuel, motor oil, hydraulic fluid, solvents, cleaners, sealants, welding flux, various lubricants, paint, and paint thinner. The materials used would be in small enough quantities and stored in accordance with best management practices, such as secondary containment, to not pose a significant safety hazard. Additionally, these activities would also be short-term, or once off, and would cease upon completion of the Project's construction phase.

5. A Preliminary Site Consequence Assessment was prepared for the Project to outline the potential for flammable vapor clouds, jet fire, and toxic vapor clouds and the possible effect they pose on the surrounding vegetation; public; the control room, and the existing OCWR building. The analysis found that through the implementation of emergency response procedures and compliance with applicable laws and regulations, potential impacts would be less than significant.

6. To help lessen any impacts to the surrounding area, the Applicant is required to notify neighboring residential community members at least one week prior to the start of construction. Broader notifications will be made through various means, including placing signs at road crossings in advance of construction.

7. Facts 4 and 7 in Support of Finding C are hereby incorporated by reference.

SECTION 4. DECISION.

NOW, THEREFORE, BE IT RESOLVED:

1. The Planning Commission of the City of Newport Beach hereby adopts the Mitigated Negative Declaration (SCH NO. 2024120012) attached hereto as Exhibit "A", the Mitigation Monitoring and Reporting Program attached hereto as Exhibit "B", and the Response to Comments attached hereto as Exhibit "C", all of which are attached hereto and incorporated herein by reference.

2. The Planning Commission of the City of Newport Beach hereby approves the CUP filed as PA2022-063, subject to the conditions set forth in Exhibit "D," which is attached hereto and incorporated herein by reference.

3. This action shall become final and effective 14 days following the date this Resolution was adopted unless within such time an appeal is filed with the City Clerk in accordance with the provisions of Title 20 Planning and Zoning, of the NBMC.

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PASSED, APPROVED, AND ADOPTED THIS 17TH DAY OF JULY 2025.

AYES: Harris, Langford, Reed, and Salene

NOES: None

ABSTAIN: None

ABSENT: Ellmore, Gazzano, and Rosene

BY:_____
Tristan Harris, Chair

BY:_____
Jonathan Langford, Secretary

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EXHIBIT A

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
SCH NO. 2024120012

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3088533&dbid=0&repo=CNB

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EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

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May 2025 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2024120012

Landfill Gas to Energy Plant Project

City of Newport Beach

Prepared for:

City of Newport Beach
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PLACEWORKS

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Landfill Gas to Energy Plant Project Initial Study and Mitigated Negative Declaration (IS/MND), State Clearinghouse No. 2024120012. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and the City of Newport Beach Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The State CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of Newport Beach is the lead agency for the Landfill Gas to Energy Plant Project(proposed project) and is therefore responsible for implementing the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

The MMRP consists of the mitigation program and the measures to implement and monitor the mitigation program. The MMRP defines the following for the mitigation measures outlined in Table 2-1, *Mitigation Monitoring Requirements*:

- **Definition of Mitigation.** The mitigation measure contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to take for mitigation.

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- **Responsibility for Implementation.** Unless otherwise indicated, the project applicant (Archaea Energy) is the party responsible for implementing the mitigation.

- **Responsibility for Oversight.** Since the project site is owned by the County of Orange and operated by OCWR, OCWR will have oversight responsibility for implementation of the project's mitigation measures. OCWR's technical consultants will perform related monitoring tasks in their respective areas of expertise and under the direction of the environmental monitor manager. OCWR's mitigation monitoring team, consisting of the environmental monitor manager and technical subconsultants, is responsible for monitoring the implementation/compliance with all adopted mitigation measures. A major portion of the team's work is in-field monitoring and compliance report preparation. OCWR will also be responsible for first phase dispute resolution. Once OCWR prepares compliance reports, the reports will be submitted to the City for review and final approval.

- **Responsibility for Monitoring.** The City of Newport Beach will have the final responsibility for monitoring the performance and implementation of the mitigation measures. The City will be responsible for overall program administration, final compliance report review, dispute resolution, and document/report clearinghouse. If disputes cannot be resolved between OCWR and the project applicant, the City will arbitrate the final resolution of disputes. To guarantee that the mitigation measure will not be inadvertently overlooked, the City will be the official entity who grants the permit or authorization called for in the mitigation measure. All activities are subject to the approval of all required permits from local, state, and federal agencies with permitting authority over the specific activity.

- **Time Frame.** A time frame is provided for performance of each mitigation measure and/or documentation of implementation.

The numbering system in Table 1 corresponds with the numbering system used in the IS/MND. The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the mitigation measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of Newport Beach. The completed MMRP and supplemental documents will be kept on file at the City of Newport Community Development Department.

1.2 PROJECT SUMMARY

The Landfill Gas to Energy Plant project (proposed project) involves the installation and operation of a new renewable natural gas (RNG) processing plant and a pipeline interconnection facility (collectively referred to as the RNG facility). The proposed RNG facility would be constructed under a lease agreement with OC Waste & Recycling (OCWR), within the boundary of the closed Coyote Canyon Landfill (CCL), which is owned by the County of Orange and operated by OCWR. The project site is 4.14 acres and surrounded by a 12-foot perimeter wall. The proposed RNG facility would have a total footprint of 38,500 square feet (0.88 acres) and would convert existing landfill gas into a pipeline-quality natural gas equivalent. The pipeline interconnection facility would be approximately 6,000 square feet, and the RNG processing plant would be approximately 32,500 square feet. The interconnection facility would include a point of receipt (POR) skid to monitor the quality of the RNG and an 8-inch pipeline extension dedicated to transfer of the RNG from the POR to the

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existing fossil natural gas pipeline tie-in point, owned by SoCalGas, in the western part of the site. Other project components include new internal access routes and utility and infrastructure improvements. These improvements would include installation of a fire hydrant, an on-site water tank, a septic tank system for the proposed control room, a storm drain for off-site disposal of stormwater, and new underground power and telecommunication lines. Project implementation requires a conditional use permit (CUP) from the City of Newport Beach (City).

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1.3 PROJECT LOCATION

The project site is in the northeastern portion of Newport Beach in Orange County, California. The 4.14-acre project site is at the top of a hill at 20662 Newport Coast Drive within the boundary of the closed CCL. The project site is on a previously established level building pad, enclosed by a 12-foot perimeter wall with surrounding trees on all sides. The pad was previously developed with a landfill gas-to-energy plant which has since been demolished. The area immediately outside the perimeter wall that could be affected by the implementation of the proposed project includes understory species and viewshed trees. The trees are a mix of native and non-native species consisting of eucalyptus, Peruvian peppers, myporiums, white alders, western sycamores, and coast live oak. The project site can be accessed from State Route (SR-) 73, approximately 0.2 mile to the east via Newport Coast Drive, and from SR-1, approximately 2.7 miles to the south via Newport Coast Drive.

1.4 ENVIRONMENTAL IMPACTS

The level of significance is identified for each impact in the MND. Although the criteria for determining significance are different for each topic area, the environmental analysis applies a uniform classification of the impacts based on definitions consistent with CEQA and the CEQA Guidelines:

- **No impact.** The project would not change the environment.
- **Less than significant.** The project would not cause any substantial, adverse change in the environment.
- **Less than significant with mitigation incorporated.** The Initial Study includes mitigation measures that avoid substantial adverse impacts on the environment.
- **Significant and unavoidable.** The project would cause a substantial adverse effect on the environment, and no feasible mitigation measures are available to reduce the impact to a less than significant level.

1.4.1 Impacts Considered Less Than Significant

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Energy
- Greenhouse Gas Emissions
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Recreation
- Utilities and Serves Systems

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1.4.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Waste
- Hydrology and Water Quality
- Public Services
- Transportation
- Tribal Cultural Resources
- Wildfire

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2. Mitigation Monitoring and Reporting Requirements

Project-specific mitigation measures have been categorized in matrix format, as shown in Table 2-1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
3.4 Biological Resources						
BIO-1	**Preconstruction Nesting Bird Surveys and Avoidance.** Construction activities shall avoid the migratory bird nesting season (typically February 1 through August 31) to reduce any potential significant impact to birds that may be nesting in the project site. Additionally, vegetation within the proposed impact area can be removed outside of the nesting season to minimize the potential for birds to nest in the impact footprint. If construction activities must occur during the migratory bird nesting season, an avian nesting survey of the project site and within 500 feet of all impact areas must be conducted to determine the presence/absence of protected migratory birds and active nests. The avian nesting survey shall be performed by a qualified wildlife biologist within 72 hours prior to the start of construction in accordance with the Migratory Bird Treaty Act and California Fish and Game Code Sections 3503, 3503.5, and 3513. If an active bird nest is found, the nest shall be flagged and mapped on the construction plans, along with an appropriate buffer established around the nest, which shall be determined by the biologist based on the species' sensitivity to disturbance (typically 300 feet for passerines and 500 feet for raptors and special-status species). The nest area shall be avoided until the nest is vacated and the juveniles have fledged. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximately to an active nest buffer. No project activities shall encroach into established buffers without the consent of a monitoring biologist. The buffer shall remain in place until it is determined that the nestlings have fledged and the nest is no longer active.	Project Applicant's Qualified Wildlife Biologist & Construction Contractors	72 hours prior to the construction start date If construction activities must occur during the migratory bird nesting season	OCWR	City of Newport Beach Community Development Department	
BIO-2	**Preconstruction Bat Survey and Avoidance.** Prior to the removal of trees that could support roosting bats during the maternity roosting season (March through August), a bat biologist shall survey the areas that could provide suitable roosting habitat for bats to confirm they contain no potential maternity roosts. If a potential maternity roost is	Project Applicant's Qualified Biologist &	Prior to the removal of trees that could support roosting bats during the	OCWR	City of Newport Beach Community	

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Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
present, the following measures shall be implemented to reduce the potential impact to special-status bat species to a less-than-significant level: 1. **Maternity Roosting Season Avoidance**. All proposed construction activities that could impact suitable roosting habitat, including bat roost exclusion, shall occur outside the general bat maternity roosting season of March through August to reduce any potentially significant impact to maternity roosting bats. If the maternity roosting season cannot be avoided, then implement Items 2 and 3 below, prior to the maternity roosting season, to ensure no impacts occur to roosting bats during the exclusion process. 2. **Replacement Roost Installation**. If there is a potential or known maternity roost within a tree to be removed, replacement roost installation shall occur outside of the maternity roosting season. At least one month prior to the exclusion of bats from a roost, the biologist shall procure and install bat boxes from a reputable vendor, such as Bat Conservation and Management, to allow bats sufficient time to acclimate to a new potential roost location. The bat boxes shall be installed in close proximity to the trees and in an area that is in close proximity to suitable foraging habitat (i.e., near coast live oak woodland). Additionally, the bat boxes shall be oriented to the south or southwest, and the area chosen for the bat boxes must receive sufficient sunlight (at least 6 hours) to allow the bat boxes to reach an optimum internal temperature (approximately 90°F) to mimic the existing bat roost. The bat boxes shall be suitable to house crevice-roosting bat species and large enough to contain a minimum of 50 bats (e.g., Four Chamber Premium Bat House or Bat Bunker Plus). The bat boxes shall be installed on a minimum 20-foot-tall steel pole. The bat boxes should be installed under the guidance of the bat biologist. 3. **Roost Exclusion.** Roost exclusion must only occur outside of the maternity roosting season, and during the time when bats are	Construction Contractors	maternity roosting season		Development Department	

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
most active (early spring or fall) to increase the potential to exclude all bats from roosts and minimize the potential for a significant impact to occur by avoiding the maternity roosting season. Approximately 1 month after bat boxes have been installed, exclusion of the existing roost shall occur. The primary exit points for roosting bats shall be identified, and all secondary ingress/egress locations shall be covered with a tarp, wood planks, or other methods, as directed by the bat biologist, to prevent bats from leaving from other locations. The primary exit point shall remain uncovered to allow exclusion devices to be installed. Exclusion devices may consist of a screen (poly netting, window screen, or fiberglass screening), foam, wood, or backer rods installed at the primary exit point, so bats are not able to return to the roost after emerging. The exclusion devices shall be installed under the direction of the bat biologist and shall be installed at night to increase the potential that bats have already left the roost and are less likely to return. Once it is confirmed by the bat biologist that all primary and secondary exit/entrance points have been covered and the exclusion devices are properly in place, a one-week exclusion period shall commence. A passive acoustic monitoring detector shall be deployed during the one-week exclusion period to monitor if bat activity has decreased during the exclusion period. Periodic monitoring (one or two evenings) by the bat biologist during the exclusion period should also be conducted to observe if any bats are still emerging from trees to be removed. On the final night of the exclusion period, an active monitoring survey should be conducted to ensure that no bats are emerging from trees to be removed and to confirm that exclusion has been successful. Continued presence of roosting bats in trees that are to be removed shall require an adjustment to the exclusion devices and schedule. The exclusion devices may remain in place until the start of tree removal. After the initial bat survey, if any additional bats are found roosting in any proposed tree removal					

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Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	locations, additional exclusion shall be required and follow the same methodology described in this mitigation measure.					
BIO-3	**Standard Mandatory Construction Conditions Mitigation Measures.** 1. To the extent practicable, no clearing of coastal sage scrub (CSS) habitat that is occupied by nesting gnatcatchers shall occur during the breeding and nesting season (February 15 through July 15). It is expressly understood that this provision and the remaining provisions of these "construction minimization measures" are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control, and emergency facility repairs. In the event of such public health and safety circumstances, the applicant shall provide United States Fish and Wildlife Service (USFWS)/California Department of Fish and Wildlife (CDFW) with the maximum practicable notice (or such notice as is specified in the NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens, and any other CSS Identified Species that are not otherwise flushed and shall carry out the following measures only to the extent practicable in the context of the public health and safety considerations. 2. Prior to the commencement of clearing operations or other activities involving significant soil disturbance, all areas of CSS habitat to be avoided under the provisions of the NCCP/HCP, shall be identified with temporary fencing or other markers clearly visible to construction personnel. Additionally, prior to the commencement of clearing operations or other activities involving disturbance of CSS, a survey shall be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance activities and the locations of	Project Applicant's Monitoring Biologist & Construction Contractors	Prior and during construction activities	OCWR	City of Newport Beach Community Development Department	

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
any such species shall be clearly marked and identified on the construction/grading plans. 3. A monitoring biologist, acceptable to the USFWS/CDFW shall be on site during any clearing of CSS. The applicant shall advise USFWS/CDFW at least 7 calendar days (and preferably 14 calendar days) prior to the clearing of any habitat occupied by identified species to allow USFWS/CDFW to work with the monitoring biologist in connection with bird flushing/capture activities. The monitoring biologist shall flush identified species (avian or other mobile identified species) from occupied habitat areas immediately prior to brush-clearing and earth-moving activities. If birds cannot be flushed, they shall be captured in mist nets, if feasible, and relocated to areas of the site to be protected or to the NCCP/HCP Reserve system. It shall be the responsibility of the monitoring biologist to ensure that identified bird species shall not be directly impacted by brush-clearing and earth-moving equipment in a manner that also allows for construction activities on a timely basis. 4. Following the completion of initial clearing/earth movement activities, all areas of CSS habitat to be avoided by construction equipment and personnel shall be marked with temporary fencing or other appropriate markers clearly visible to construction personnel. No construction access, parking, or storage of equipment or materials shall be permitted within such marked areas. 5. In areas bordering the NCCP Reserve System or Special Linkage/Special Management areas containing significant CSS identified in the NCCP/HCP for protection, vehicle transportation routes between cut-and-fill locations shall be restricted to a minimum number during consistent with project construction requirements. Waste dirt or rubble shall not be deposited on adjacent CSS identified in the NCCP/HCP for protection. Preconstruction meetings involving the monitoring biologist, construction supervisors,					

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Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	and equipment operators shall be conducted and documented to ensure maximum practicable adherence to these measures. 6. CSS identified in the NCCP/HCP for protection and within the likely dust drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves, as recommended by the monitoring biologist.					
BIO-4	**Education Program.** An education program (Worker Environmental Awareness Program [WEAP]) for all persons employed or otherwise working in the project area shall be administered before performing impacts. The WEAP shall consist of a presentation from the designated biologist that includes a discussion of the biological resources and mitigation measures described in the California Environmental Quality Act (CEQA) document. Interpretation for non-English-speaking workers shall be provided, and the same instruction shall be provided to all new workers before they are authorized to perform work in the project area. After completion of the WEAP, employees shall sign a form stating they attended the program and understand all protection measures.	Project Applicant's Qualified Biologist & Construction Contractors	Prior to construction	OCWR	City of Newport Beach Community Development Department	
BIO-5	**Hazardous Waste.** The applicant shall immediately stop work and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and cleanup by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so.	Project Applicant's & Construction Contractors	During construction	OCWR	City of Newport Beach Community Development Department	
BIO-6	**BMPs to Avoid Indirect Impacts to Special-Status Resources.** To reduce any indirect impacts to special-status biological resources adjacent to construction and due to tree removals, best management practices (BMPs) shall be implemented to control dust pollution, prevent discharge of potentially harmful chemicals, and prevent changes in hydrology. BMPs shall include, but not be limited to,	Construction Contractors	During construction	OCWR	City of Newport Beach Community Development Department	

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	installing erosion and sedimentation control devices, applying water to control dust, placing drip pans under equipment when not in use, refueling in designated areas, and containing concrete washout properly, among other practices.					
3.5 Cultural Resources						
CUL-1	The project applicant shall retain an archaeological and paleontological resource monitor to monitor the project's subsurface areas during land disturbance from demolition and construction activities. If any archaeological or paleontological resources are discovered, the archaeological/paleontological monitor shall have the authority to stop work, assess the resources found, and implement a plan for the removal of the archaeological/paleontological resources if deemed significant.	Project Applicant's Archaeological and Paleontological Resource Monitor	During ground disturbance and construction activities.	OCWR	City of Newport Beach Community Development Department Enforcement; or the Director's Designee	
3.7 Geology and Soils						
BIO-6	Refer to Mitigation Measure BIO-6 above.					
3.9 Hazards and Hazardous Materials						
HAZ-1	A Fuel Modification Plan shall be prepared by the project applicant and submitted to Newport Beach Fire Department (NBFD) for review and approval in concurrence with project plan approval and prior to any site disturbances. The Fuel Modification Plan shall follow NBFD Guideline G.02, including: a. Site Assessment conducted prior to conducting fire behavior modeling and/or evaluations of potential wildfire hazard. b. Fire behavior evaluation that incorporates site-specific fuel, terrain, and weather inputs and may include modeling to support fuel modification zone specifications. c. Preparation of a Conceptual Fuel Modification Plan (CFMP) that provides the delineated zones, widths, planting requirements,	Project Applicant	Concurrent with project plan approval and prior to any site disturbances	OCWR	City of Newport Beach Community Development Department & Newport Beach Fire Department	

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Table 2-1 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
topographic information, existing vegetation/fuels locations, proposed structure locations, proposed fuel modification zone locations, proposed treatment prescriptions, site photographs, results from fire behavior modeling efforts, and other information required under NBFD's Guidelines. This CFMP will be submitted to NBFD for review and comment. Once accepted, the Precise Fuel Modification Plan (PFMP) can be created. d. The PFMP will follow NBFD's Guidelines and include: i. Location and detail of permanent zone markers ii. Plant palette and spacing design in accordance with approved guidelines iii. Irrigation plans and specifications iv. Structure footprint or delineation of proposed development v. All applicable maintenance requirements and assignment of responsibility vi. Additional notes, as required by NBFD vii. Three sets of plans will be submitted for NBFD review e. A Technical Report shall accompany the CFMP and provide fire risk assessment information, fire behavior modeling results, WindNinja wind pattern analysis, and technical analysis of any proposed alternative approaches. f. If necessary, an Alternative Materials & Methods (AM&M) report justifying any alternative approach or reduced fuel modification zone widths associated shall be required. The AM&M report examines the requirements, the deviation from the requirements, other mitigating site features (terrain, structure location, earthen berms, overall structural exposure, etc.) and provides additional measures, as necessary, to justify that the intent of the code requirements are being satisfied. AM&M reports provide scientific justifications that the proposed fuel modification shall provide equivalent function as the standard NBFD fuel modification area with the addition of proposed mitigation measures, per NBFD Guideline A-01.					

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
3.10 Hydrology and Water Quality						
BIO-6	Refer to Mitigation Measure BIO-6 above.					
3.15 Public Services						
HAZ-1	Refer to Mitigation Measure HAZ-1 above.					
3.17 Transportation						
TRANS-1	Prior to the initiation of demolition activities at the project site, the applicant shall prepare a traffic control plan for demolition and construction. The traffic control plan shall include the staggering of truck trips throughout the day on Newport Coast Drive, so that the minimum practicable number of truck trips will occur during the AM peak period, to reduce impacts as much as possible to Sage Hill High School and both the State Route 73 on and off-ramps at Newport Coast Drive. The traffic control plan shall also include measures that address safety hazards to bicyclists and pedestrians.	Project Applicant & Construction Contractor	Prior to construction activities	OCWR	City of Newport Beach Community Development Department	
TRANS-2	All demolition and construction vehicle drivers shall be informed that turning right on the red light at the traffic signal at the intersection of the project site access road and Newport Coast Drive shall be prohibited for the duration of demolition and construction activities. A sign shall be posted at the entrance to the intersection to remind drivers that they are prohibited from making a right-turn at the red light onto Newport Coast Drive.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	
TRANS-3	For the duration of the demolition and construction activities, electronic signage shall be placed near Sage Hill High School to inform drivers regarding the duration of the demolition and construction activities and to indicate that large trucks may be present for the duration of construction and demolition activities.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	

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Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRANS-4	Construction spotters with walkie-talkies shall be assigned on both ends of the project site access road to guide trucks during project demolition and construction activities. Trucks shall only be able to travel in one direction on the one lane paved access road at a time. Trucks that are waiting to go up the access road shall wait across the street on the main canyon landfill property until the spotter informs them that it is safe to proceed up the access road to the project site.	Construction Contractor	During construction activities	OCWR	City of Newport Beach Community Development Department	
3.17 Tribal Cultural Resources						
TCR-1	**Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities**: The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations. "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs shall identify and describe any discovered tribal cultural resources (TCR), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe.	Kizh Nation Monitor, Project Applicant, City of Newport Beach Community Development Department, & Construction Contractors	Prior to the commencement of any ground-disturbing activity and then during these activities	OCWR	City of Newport Beach Community Development Department	

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2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant and lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.					
TCR-2	**Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial):** Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	Kizh Nation Monitor and/or Kizh Archaeologist & Construction Contractors	During construction activities	OCWR	City of Newport Beach Community Development Department	
TCR-3	**Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects**: Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any	Kizh Nation Monitor and/or Kizh Archaeologist, Project Applicant & Construction Contractors	During construction activities	OCWR	City of Newport Beach Community Development Department	

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Table 2-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Oversight	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.					
3.20 Wildfire						
HAZ-1	Refer to Mitigation Measure HAZ-1 above.					

EXHIBIT C

Response to Comments

File available via link due to size:

https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3162801&repo=CNB&dbid=0

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EXHIBIT D

CONDITIONS OF APPROVAL

(Project-specific conditions are in italics)

Planning Division

1. The development shall be in substantial conformance with the approved site plan and elevations stamped and dated with the date of this approval (except as modified by applicable conditions of approval).

2. The project is subject to all applicable City ordinances, policies, and standards unless specifically waived or modified by the conditions of approval.

3. The Applicant shall comply with all federal, state, and local laws. A material violation of any of those laws in connection with the use may cause the revocation of this Conditional Use Permit.

4. *No equipment shall exceed 35 feet in height above the finish grade, with the exception of the thermal oxidizer and the flare tower, which shall be limited to 60 feet and 40 feet above finish grade respectively.*

5. *RNG Facility equipment shall be coated with camouflage paint as an enhanced aesthetic treatment.*

6. *Prior to final building permit inspection, the Applicant shall schedule an inspection with the Planning Division to verify the aesthetic treatment applied to the RNG Facility is acceptable.*

7. *Two parking spaces shall be provided for control room employees.*

8. *Secure and functional short-term bike parking shall be provided for control room employees.*

9. *Prior to building permit final inspection, the Applicant shall schedule an evening inspection with the Code Enforcement Division to confirm the facility is not excessively lit, except as deemed necessary for security lighting.*

10. *If in the opinion of the Director of Community Development, site illumination creates an unacceptable negative impact on surrounding land uses or environmental resources, the Director may order the dimming of light sources or other remediation upon finding that the site is excessively illuminated.*

11. Project signage shall be in conformance with Chapter 20.42 (Signs) of the NBMC.

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12. PA2022-063 shall expire unless exercised within 24 months from the date of approval as specified in Section 20.54.060 (Time Limits and Extensions) of the NBMC, unless an extension is otherwise granted.

13. This Conditional Use Permit may be modified or revoked by the Planning Commission should they determine that the proposed uses or conditions under which it is being operated or maintained are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity or if the property is operated or maintained to constitute a public nuisance.

14. Any change in operational characteristics, expansion in the area, or other modification to the approved plans, shall require subsequent Planning Division review and may require the processing of an amendment to this Use Permit or the processing of a new Use Permit.

15. Prior to the issuance of a building permit, a copy of the Resolution, including Conditions of Approval Exhibit "A" shall be incorporated into the Building Division and field sets of plans.

16. Prior to the issuance of a building permit, the Applicant shall submit to the Planning Division an additional copy of the approved architectural plans for inclusion in the Use Permit file. The plans shall be identical to those approved by all City departments for building permit issuance. The approved copy shall include architectural sheets only and shall be reduced in size to 11 inches by 17 inches. The plans shall accurately depict the elements approved by this Use Permit and shall highlight the approved elements such that they are readily discernible from other elements of the plans.

17. *All landscape materials and irrigation systems shall be maintained by the approved fuel modification plan. All landscaped areas shall be maintained in a healthy and growing condition and shall receive regular pruning, fertilizing, mowing, and trimming. All landscaped areas shall be kept free of weeds and debris. All irrigation systems shall be kept operable, including adjustments, replacements, repairs, and cleaning as part of regular maintenance.*

18. Prior to the issuance of a building permit, the Applicant shall prepare a photometric study in conjunction with a final lighting plan for approval by the Planning Division. The survey shall show that lighting values are "1" or less at all property lines.

19. Prior to the issuance of a building permit, the Applicant shall pay any unpaid administrative costs associated with the processing of this application to the Planning Division.

20. All noise generated by the proposed use shall comply with the provisions of Chapter 10.26 (Community Noise Control), under Sections 10.26.025 (Exterior Noise Standards) and 10.26.030 (Interior Noise Standards), and other applicable noise control requirements of the NBMC.

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21. Construction activities shall comply with Section 10.28.040 (Construction Activity – Noise Regulations) of the NBMC, which restricts hours of noise-generating construction activities to between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday. Noise-generating construction activities are not allowed on Sundays, or Holidays.

22. Should the property be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the current business owner, property owner or leasing agent.

23. All trash shall be stored within the building or within dumpsters stored in a trash enclosure (three walls and a self-latching gate) or otherwise screened from the view of neighboring properties, except when placed for pick-up by refuse collection agencies. The trash enclosure shall have a decorative solid roof for aesthetic and screening purposes.

24. Deliveries and refuse collection for the facility shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and Saturdays and between the hours of 10:00 p.m. and 9:00 a.m. on Sundays and Federal holidays unless otherwise approved by the Director of Community Development and may require an amendment to this Conditional Use Permit.

25. A Special Events Permit is required for any event or promotional activity outside the normal operating characteristics of the approved use, as conditioned, or that would attract large crowds, involve the sale of alcoholic beverages, include any form of on-site media broadcast, or any other activities as specified in the NBMC to require such permits.

26. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold harmless the City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to City's approval of **Coyote Canyon Landfill Gas to Energy Facility** including, but not limited to, the **Conditional Use Permit filed as PA2022-063**. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorney's fees, and other expenses incurred in connection with such claim, action, causes of action, suit, or proceeding whether incurred by the applicant, City, and/or the parties initiating or bringing the such proceeding. The applicant shall indemnify the City for all the City's costs, attorneys' fees, and damages that which City incurs in enforcing the indemnification provisions outlined in this condition. The applicant shall pay to the City upon demand any amount owed to the City under the indemnification requirements prescribed in this condition.

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Fire Department

27. *The Applicant is required to obtain all applicable permits from the City's Fire Department.*

28. *Prior to the issuance of a building permit, a Fire Master Plan showing fire department vehicle access, turn-around, fire hydrants, and other Fire Department appliances as applicable shall be submitted for review and approval.*

29. *The Project is located within a Very High Fire Hazard Severity Zone (VHFHSZ). The Project is required to comply with the following for development in a wildland fire prone area:*

    a. *All new structures shall comply with Chapter 7A of the California Building Code for construction in a designated wildland area.*

    b. *A defensible space landscape plan/fuel modification plan is required to protect the facility from wildfires in accordance with City Guideline G.02 (Fuel Modification Plans and Maintenance Standards for Developments). The plan must include the area immediately outside the 12-foot perimeter wall.*

30. *A Hazardous Materials Inventory document is required. Both a paper and electronic version will be required for review by NBFD.*

31. *The flare tower shall be designed so that flames are not visible above the structure nor visible from the public right of way including Newport Coast Drive and State Route 73.*

Building Division

32. The Applicant is required to obtain all applicable permits from the City's Building Division. The construction plans must comply with the most recent, City-adopted version of the California Building Code. The construction plans must meet all applicable State Disabilities Access requirements.

33. The Applicant shall employ the following best available control measures ("BACMs") during construction:

Dust Control
- Water all active construction areas at least twice daily.
- Cover all haul trucks or maintain at least two feet of freeboard.
- Pave or apply water four times daily to all unpaved parking or staging areas.
- Sweep or wash any site access points within two hours of any visible dirt deposits on any public roadway.
- Cover or water twice daily any on-stockpiles of debris, dirt, or other dusty material.
- Suspend all operations on any unpaved surface if winds exceed 25 mph.

Emissions
- Require 90-day low-NOx tune-ups for off-road equipment.
- Limit allowable idling to 30 minutes for trucks and heavy equipment

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Off-Site Impacts

- Encourage carpooling for construction workers.
- Limit lane closures to off-peak travel periods.
- Park construction vehicles off traveled roadways.
- Wet down or cover dirt hauled off-site.
- Sweep access points daily.
- Encourage receipt of materials during non-peak traffic hours.
- Sandbag construction sites for erosion control.

Fill Placement

- The number and type of equipment for dirt pushing will be limited on any day to ensure that SCAQMD significance thresholds are not exceeded.
- Maintain and utilize a continuous water application system during earth placement and compaction to achieve a 10% soil moisture content in the top six-inch surface layer, subject to review/discretion of the geotechnical engineer.

34. Prior to the issuance of a building permit, a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to comply with the General Permit for Construction Activities shall be prepared, submitted to the State Water Quality Control Board for approval and made part of the construction program. The project applicant will provide the City with a copy of the NOI and their application check as proof of filing with the State Water Quality Control Board. This plan will detail measures and practices that will be in effect during construction to minimize the project's impact on water quality.

35. Prior to the issuance of a building permit, the applicant shall prepare and submit a final Water Quality Management Plan (WQMP) for the proposed project, subject to the approval of the Building Division and Code and Water Quality Enforcement Division. The WQMP shall provide appropriate Best Management Practices (BMPs) to ensure that no violations of water quality standards or waste discharge requirements occur.

36. A list of "good housekeeping" practices will be incorporated into the long-term post-construction operation of the site to minimize the likelihood that pollutants will be used, stored, or spilled on the site that could impair water quality. These may include frequent parking area vacuum truck sweeping, removal of wastes or spills, limited use of harmful fertilizers or pesticides, and the diversion of stormwater away from potential sources of pollution (e.g., trash receptacles and parking structures). The Stage 2 WQMP shall list and describe all structural and non-structural BMPs. In addition, the WQMP must also identify the entity responsible for the long-term inspection, maintenance, and funding for all structural (and if applicable Treatment Control) BMPs.

Attachment F

July 17, 2025, Planning Commission
Minutes

Docusign Envelope ID: 47010550-F784-46D7-B2D7-C5810B6B5078

AYES: Harris, Langford, Reed, and Salene
NOES: None
ABSTAIN: None
ABSENT: Ellmore, Gazzano, and Rosene

ITEM NO. 4 COYOTE CANYON LANDFGILL-GAS-TO-ENERGY (PA2022-063)
Site Location: 20662 Newport Coast Drive

Summary:

A request for a conditional use permit to allow the construction and operation of a new renewable natural gas processing plant and pipeline interconnection facility. The facility would convert landfill gas from the closed Coyote Canyon Landfill into a pipeline-quality natural gas equivalent, which would be transferred into SoCal Gas infrastructure through an existing onsite tie-in point. Additional project components include a new control room building, new internal access routes, utility upgrades including installation of an additional fire hydrant, a water tank, a septic tank, a storm drain for off-site disposal of stormwater, and new underground power and telecommunication lines. The facility would operate 24 hours a day, seven days a week, with one scheduled annual shut down for maintenance. Existing onsite telecom facilities approved under PA2016-091 (SCH No. 2016081012) would remain in place and be unaffected by this application. This project was originally noticed for a Planning Commission meeting on May 22, 2025, and was removed from calendar. There have been no changes to the project since the previous Notice of Public Hearing.

Recommended Actions:

1. Conduct a public hearing; and
2. Adopt Resolution No. PC2025-008, adopting the Mitigated Negative Declaration (SCH NO. 2024120012) and approving the Conditional Use Permit filed under PA2022-063.

Senior Planner Joselyn Perez used a PowerPoint to present the project location, zoning and surrounding land uses, background of the Coyote Canyon landfill, existing site conditions, a project description, summarized the environmental review process which included preparing an Initial Study/Mitigated Negative Declaration (IS/MND), Mitigation Monitoring and Reporting Program, and Response to Comments received on the IS/MND. She concluded her presentation by summarizing the project, reviewing the written comment letter provided by the law firm Adams Broadwell Joseph Cardozo prior to public hearing, and indicated that the comments reflect those already received during the IS/MND public comment period which were adequately responded to in the Response to Comments portion of the IS/MND.

In response to Commissioner Langford's inquiry, Senior Planner Perez confirmed there are no public trails through the area, and the property surrounding the site is owned by the City of Irvine. Assistant City Attorney Summerhill added that there has been some discussion about adding bike and/or pedestrian trails, but it has not been brought to fruition.

All Commissioners reported having no ex Parte communications.

Chair Harris opened the public hearing.

Tyler Henson, Lead Manager of External Affairs for Archaea Energy, reported that they will be partnering with Orange County Waste and Recycling on the Coyote Canyon project, and Archaea is the largest RNG producer in the country. He presented on the company's safety protocols and benefits of RNG being collected from landfill gas, which would otherwise be burnt off. He acknowledged there will be temporary impacts during construction but expressed a commitment to work with the City throughout the process, adding they have already discussed the project with

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Sage Hill School regarding working the site's traffic around school drop-off and pickup times. He presented artist renderings of the completed facility.

In response to Chair Harris' inquiry, Mr. Henson confirmed Archaea agrees with the recommended Conditions of Approval.

In response to Commissioner Reed's inquiries, Mr. Henson reported that construction timelines could range between one and five years, depending on variables including the permitting process. He added they cannot offer a definitive timetable for how long the facility will operate, as it is determined by gas levels.

In response to Secretary Langford's inquiry, Mr. Henson reported Archaea works with the local jurisdictions regarding the look of their site, adding their appearance can vary widely depending primarily on the remoteness of the locations. He expressed a willingness to work with Newport Beach on the facility's outward appearance.

In response to Vice Chair Salene's inquiries, Mr. Henson confirmed he has seen the comment letter from the law firm referenced earlier by Senior Planner Perez and stated City staff's response to the letter is sufficient. He expressed a willingness to put non-interference with school traffic patterns into writing as a Condition of Approval.

Aidan Marshall, speaking on behalf of Orange County Residents for Responsible Development, requested that staff prepare a full Environmental Impact Report (EIR) instead of an MND for CEQA compliance and to protect the health and safety of residents and workers. He stated his organization has responded in writing throughout the process with analysis from air quality and noise consultants agreeing the project would result in significant unmitigated air quality, public health, and noise impacts left unaddressed in the MND. He added that there are also health hazards to analyze and mitigate from a potential emergency at the facility, impacting its safe operation.

Mr. Mosher expressed concerns about the project's thermal oxidizer, including the possibility of it collapsing during an earthquake, and creating potential damage to land owned by the City of Irvine.

Assistant City Attorney Summerhill confirmed staff received the letter submitted by Adams Broadwell Joseph Cardozo and feels the comments had been adequately addressed. She added that there is a CEQA consultant who can further respond.

Senior Engineer and project manager Dina El Chammas Gass, on behalf of PlaceWorks, confirmed that none of the comments in the Adams Broadwell Joseph Cardozo letter are new and have been previously responded to. She noted that the letter states there could be significant and unavoidable impacts, which is incorrect. She added that the off-site consequences analysis prepared for the project showed no significant impacts. She continued that the IS/MND includes a mitigation measure to enact a fuel modification plan to mitigate fire risks. She made note of the need to remove 28 trees at the request of the Newport Beach Fire Department to support the goal of preventing a fire in the facility from spreading beyond its walls or vice versa and mitigating fire risk. She reported the RNG Facility itself will be designed with many monitors and sensors to help ensure its safe operation and mitigate fire risk. Ms. El Chammas Gass noted there was a comment made about noise and added that a Noise Analysis was conducted for this project, which is included in the IS/MND, and sufficiently addresses that comment.

Principal Nicole Vermilion, on behalf of PlaceWorks, clarified that the facility will have a closed system, so there will be no fugitive emissions unaddressed by the air quality permit through the South Coast Air Quality Management District (AQMD). She noted the South Coast AQMD is listed as a responsible agency, so it will have to approve the project along with Newport Beach. She expressed confidence in the conclusions of the MND.

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Senior Planner Perez stated, in response to Secretary Langford's earlier inquiry about the facility's exterior, staff reviewed both a light blue and camouflage print option for the exterior, with a final design to be determined in plan check. In response to Vice Chair Salene's earlier inquiry about Sage Hill School, she reported that staff have put a mitigation measure into the MND requiring a traffic control plan sensitive to the school.

Chair Harris closed the public hearing.

Secretary Langford lauded the fact that there have been no incidents in the 30 years of operations by the previous facility, and bringing in newer technology to the new facility. He expressed an interest in the fuel modification plan, noting the NBFD has been doing a great job of removing trees at risk for fire. He requested of the applicant if, in addition to removing the trees, they could landscape to better help shield the walls from traffic on Newport Coast Drive.

Motion made by Secretary Langford and seconded by Commissioner Reed to approve the Item as recommended.

AYES: Harris, Langford, Reed, and Salene
NOES: None
ABSTAIN: None
ABSENT: Ellmore, Gazzano, and Rosene

VIII. STAFF AND COMMISSIONER ITEMS

ITEM NO. 5 MOTION FOR RECONSIDERATION - None

ITEM NO. 6 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

Deputy Director of Community Development Murillo reported that the August 7th Planning Commission meeting will review the Zenk residence on Bayview Drive in Corona del Mar. He reported that the City has received an appeal of the Ford Road Townhome project approved at the last meeting. He added it was filed by a law firm representing a group titled Save Our Sports Park. He reported that staff is working with the applicant to prepare the matter for City Council review.

ITEM NO. 7 REQUESTS FOR EXCUSED ABSENCES

Commissioner Reed reported he will not be able to attend the August 7th meeting.

Chair Harris congratulated Commissioner Ellmore and his wife on the birth of twin sons.

IX. ADJOURNMENT – With no further business, Chair Harris adjourned the meeting at 7:26 p.m.

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The agenda for July 17, 2025, Planning Commission meeting was posted on Friday, July 11, 2025, at 9:35 a.m. in the Chambers binder, on the digital display board located inside the vestibule of the Council Chambers at 100 Civic Center Drive, and on the City's website on Friday, July 11, 2025, at 9:34 a.m.

Tristan Harris

Tristan Harris, Chair

Jonathan Langford, Secretary

Attachment G

Appeal Application

Appeal Application

City Clerk's Office
100 Civic Center Drive / P.O. Box 1768
Newport Beach, CA 92658-8915
949-644-3005

Clerk's Date & Time Stamp

Appeals are time sensitive and must be received by the City Clerk within the specified time period from a decision or final action by a decision-maker. It is advisable to consult with the Department managing the issue if there is question with regards to appealing an action. This is an appeal of the:

- ☐ (CDD222) Community Development Director Action to the Planning Commission - *$2116*
- ☐ (CDD222) Zoning Administrator Action to the Planning Commission - *$2116*
- ☐ (CDD222) Coastal Development Application CDP Appeal from Zoning Admin to the Planning Commission (only if appeal is solely based on the CDP portion of the application) – *No Fee*
- ☒ (CDD222) Planning Commission Action to the City Council - *$2116*
- ☐ (CDD222) Community Development Director Action to the Harbor Commission - *$623*
- ☐ (CDD222) Harbor Commission Action to the City Council (CDD – Planning) - *$498*
- ☐ (CDD222) Hearing Officer Action to the City Council - *$2116*
- ☐ (CDD223) Building Official/Fire Marshal Action to the Building/Fire Board of Appeals - *$1827*
- ☐ (CDD224) Chief of Police Action on an Operator License to the City Manager - *$1033*
- ☐ (RSS073) City Manager Action on a Special Events Permit to the City Council - *$1953*
- ☐ (HBR001) Harbormaster Action to the Harbor Commission - *$622*
- ☐ (HBR001) Harbor Commission Action to the City Council (Harbor Department) - *$498*
- ☐ (PBW018) Public Works Director Action to Harbor Commission - *$1446*
- ☐ (PBW018) Harbor Commission Action to City Council (Public Works Department) - *$691*
- ☐ Other - Specify decision-maker, appellate body, Municipal Code authority and fee: _____

Appellant Information:

Name(s): Orange County Residents for Responsible Development c/o Kelilah D. Federman Adams Broadwell Joseph & Cardozo

Address: 601 Gateway Boulevard Suite 1000

City/State/Zip: South San Francisco CA 94080

Phone: (650) 589-1660 Email: kfederman@adamsbroadwell.com

Appealing Application Regarding:

Name of Applicant(s): Biofuels Coyote Canyon Biogas LLC, on behalf of Archaea Energy Inc. Date of Final Decision: July 17, 2025

Project No.: PA2022-063 Activity No.:

Application Site Address: 20662 Newport Coast Drive, Newport Beach CA 92658

Description of application: The Project proposes to develop the 4.14 acre Project site with a new renewable natural gas processing plant composed of a condensate tank, flare, thermal oxidizer, other processing equipment, and a pipeline interconnection facility.

Reason(s) for Appeal (attach a separate sheet if necessary): The Planning Commission abused its discretion and failed to proceed in the manner required by law by approving the Project under an MND where substantial evidence supports a fair argument that the Project may result in potentially significant unmitigated environmental, air quality, public health, hazards, greenhouse gas, and noise impacts. The Commission lacked substantial evidence to approve the Project's CUP due to the Project's detriment to the General Welfare and inconsistency with the General Plan. The reasons for appeal are detailed in the attached letter.

Signature of Appellant: Kelilah Federman **Date**: July 30, 2025

FOR OFFICE USE ONLY:

Date Appeal filed and Administrative Fee received: _____, 20____.

_____
City Clerk

cc: Department Director, Deputy Director, Staff, File

ADAMS BROADWELL JOSEPH & CARDOZO
A PROFESSIONAL CORPORATION
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RACHAEL E. KOSS
AIDAN P. MARSHALL
ALAURA R. McGUIRE
ISABEL TAHIR

Of Counsel
DANIEL L. CARDOZO
MARC D. JOSEPH

July 30, 2025

VIA HAND DELIVERY & EMAIL

Leilani I. Brown, City Clerk
City Councilmembers
City of Newport Beach
Bay E, 2nd Floor
100 Civic Center Drive
Newport Beach, California 92660
Email: lbrown@newportbeachca.gov

VIA EMAIL ONLY

Jaime Murillo, Deputy Director
Joselyn Perez, Senior Planner
Emails: murillo@newportbeachca.gov
jperez@newportbeachca.gov

Re: Appeal to City Council of Archaea Landfill Gas to Energy Plant Project (SCH No. 2024120012; Project No. PA2022-063)

Dear Ms. Brown, Councilmembers, Mr. Murillo, and Ms. Perez:

Pursuant to Newport Beach Municipal Code ("NBMC") Section 20.64.020(D), Orange County Residents for Responsible Industry ("Residents") hereby appeals the Newport Beach Planning Commission's ("Commission") July 17, 2025 decision to approve the Landfill Gas to Energy Plant Project (PA2022-06; SCH No. 2024120012) ("Project").[1] Residents appeals all actions taken by the Planning Commission with regard to the Project on July 17, 2025, including the Commission's adoption of Resolution No. PC2025-008, adoption of the Mitigated Negative Declaration (SCH No. 2024120012) and approval of the Conditional Use Permit ("CUP") filed under PA2022-063.[2] This letter states the facts and basis for the appeal, as required by NBMC Section 20.64.030(B).[3] This appeal is accompanied by the required appeal fee of $2,116.00, pursuant to the City's master fee schedule.[4]

[1] City of Newport Beach Planning Commission Agenda (Thursday July 17, 2025 – 6:00 PM); City of Newport Beach Planning Commission Staff Report, Agenda Item No. 4 (July 17, 2025).
[2] Newport Beach Municipal Code ("NBMC") § 20.64.020(D); NBMC § 20.64.030(B)(1).
[3] NBMC § 20.64.030(B).
[4] NBMC § 20.64.030(B)(2); City of Newport Beach - Schedule of Rents, Fines and Fees Planning Fees, available at: https://www.newportbeachca.gov/home/showpublisheddocument/74913/638563868210800000.

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I. PROJECT DESCRIPTION

The Project is proposed by Biofuels Coyote Canyon Biogas LLC, on behalf of Archaea Energy Inc. ("Applicant"). The Project site is located at 20662 Newport Coast Drive in the City.[5] The Project would be constructed under a lease agreement with OC Waste & Recycling ("OCWR"), within the boundary of the closed Coyote Canyon Landfill ("CCL"), which is owned by the County of Orange and operated by OCWR.[6]

The Applicant proposes to develop the 4.14-acre Project site with a new renewable natural gas ("RNG") processing plant and a pipeline interconnection facility. The proposed RNG facility would have a total building footprint of 38,500 square feet composed of pipe racks, various vessels, a condensate tank, flare, thermal oxidizer, and other processing equipment. The first stage of primary treatment is covered by the existing landfill flaring facility on the Project site operated by OCWR. Landfill gas ("LFG") from the existing flare yard would be conveyed to the proposed RNG facility through a proposed underground LFG supply line for secondary and advanced treatment. The treated LFG would then be injected into SoCalGas infrastructure via the proposed pipeline interconnection facility. The interconnection facility would include a point of receipt ("POR") skid to monitor the quality of the RNG and an 8-inch pipeline extension dedicated to transfer the RNG from the POR to the existing fossil natural gas pipeline tie-in point in the western part of the site. Other Project components include vehicular access, installation of a fire hydrant, a water tank, a septic tank for the control room, and new underground power and telecommunication lines.

II. BASIS FOR APPEAL

Residents appeals the City Planning Commission's approval of the Project because the Commission abused its discretion and failed to proceed in the manner required by law by approving the Project in reliance on a deficient CEQA document and without substantial evidence to support the approval findings.[7] The specific reasons for the appeal are detailed herein and in Residents' prior comments to the City and Planning Commission, attached hereto.[8]

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[5] City of Newport Beach, Initial Study Mitigated Negative Declaration, Landfill Gas to Energy Plant Project, (Nov. 27, 2024), p. 3, (hereinafter "MND").
[6] *Id.* at 15.
[7] Code Civ. Proc § 1094.5(b); Topanga Assn. for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d 506, 515.
[8] **Exhibit A** – Letter from ABJC to City of Newport Beach Planning Commission, Agenda Item No. 4 Coyote Canyon Landfill Gas to Energy Facility (SCH No. 2024120012; PA2022-063; PC2025-008) (July 17, 2025).

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The City has not complied with CEQA. Residents' experts provided substantial evidence supporting a fair argument that the Project results in significant, unmitigated air quality, public health, hazards, greenhouse gas emissions, and noise impacts which require the City to prepare an environmental impact report ("EIR") for the Project pursuant to CEQA.[9] CEQA requires the lead agency must prepare an EIR "whenever substantial evidence supports a fair argument that a proposed project may have a significant effect on the environment."[10] First, substantial evidence demonstrates that construction emissions and fugitive air pollutant emissions from leaks during Project operation may result in significant impacts absent additional analysis and mitigation in an EIR. Second, flammable vapor clouds, jet fire, and toxic vapor clouds from the Project would jeopardize the safety of nearby sensitive receptors, absent additional binding mitigation. Third, the annual shutdown and 10 potential shutdown days per year may result in significant emissions of powerful greenhouse gases. Fourth, construction of the Project for 12 months may result in significant health risk impacts, which was not analyzed in the MND and must be analyzed and mitigated in an EIR. Finally, construction noise would result in adverse impacts to nearby sensitive noise receptors, and the MND does not mitigate noise to less than significant levels. The Planning Commission failed to resolve these issues or require preparation of an EIR before approving the Project, in violation of CEQA.

The City has not complied with the Municipal Code or applicable land use laws. The Commission lacked substantial evidence to make the findings to support approval of the CUP pursuant to NBMC Section 20.52.020(F) which mandates that a Conditional Use Permit may only be approved where "Operation of the use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, nor endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use." Here, the Project results in a significant public detriment due to potentially significant fugitive air emissions, greenhouse gas emissions, flammable and toxic vapor clouds, fire hazards, and construction noise. These impacts are not reduced to less than significant levels by the Project's mitigation measures or conditions of approval, and may therefore result in a significant public detriment to the community, including endangering nearby sensitive receptors at Sage Hill High School, located within 1,700 feet of the Project site and residences located within 1,385 feet of the Project site.

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[9] Pub. Res. Code ("PRC") §§ 21000 et seq.; 14 Cal. Code Regs. ("CCR") §§ 15000 et seq. *Laurel Heights Improvement Assn. v. Regents of University of California,* 6 Cal.4th at 1123.
[10] *Laurel Heights Improvement Assn. v. Regents of University of California*, 6 Cal.4th at 1123; *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 928.

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The Commission also lacked substantial evidence that the Project is consistent with the General Plan because the Project's mitigation measures and conditions of approval do not require compliance with, or in some cases, conflict with General Plan policies for reductions in air pollutant emissions.[11]

The Commission therefore abused its discretion and failed to proceed in the manner required by law by approving the CUP, in violation of Municipal Code Section 20.52.020(F). **Residents respectfully requests that the City Council uphold this appeal, vacate the Planning Commission's approvals, and remand the Project to Staff to prepare a legally adequate EIR which adequately analyzes and mitigates the Project's significant environmental and public health impacts before bringing the Project back for future approvals.**

A. Failure to Comply With CEQA

1. Air Quality Impacts from Fugitive Emissions and Leaks Are Significant and Unmitigated

Residents' prior comments on the MND and to the Planning Commission provided substantial evidence supporting a fair argument that the Project results in significant, unmitigated air quality impacts which require disclosure and mitigation in an EIR.

Dr. Shukla's comments on the MND provided substantial evidence demonstrating potentially significant fugitive emissions associated with reasonably foreseeable leaks from Project equipment.[12] But the final MND still failed to disclose or mitigate fugitive emissions from leaks in valves, pressure relief devices, flanges, connectors, and emissions during routine maintenance or operational interventions related to the Project's flaring system and closed-loop emissions system.[13] The final MND failed to meaningfully to address the issue raised by Dr. Shukla or quantify the Project's potential fugitive emissions by simply asserting that there would be "no fugitive emissions" because the Project involves a closed-loop system.[14]

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[11] City of Newport Beach General Plan Update EIR Section 4.2 Air Quality (2006), p. 4.2-20. ["Require developers to use construction equipment that use low polluting fuels, engines, and exhaust controls to the extent available and feasible."]
[12] Shukla 5/21/25 Comments, pp. 7 - 9.
[13] *Id.*
[14] *Id.* at 7.

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In particular, Dr. Shukla' comments on the MND and the May 2025 Planning Commission Staff Report explained that, although the Project is designed as a closed-loop system, "this design does not completely eliminate the potential for fugitive emissions. Closed systems are engineered to minimize leaks, but they are not inherently leak-free."[15] Dr. Shukla referenced U.S. EPA and SCAQMD leak detection guidance which require consideration of potential fugitive emissions from components such as valves, flanges, compressors, and pump seals—even in enclosed and pressurized systems.[16] Dr. Shukla explained that the final MND's unsupported conclusion that there would be "no fugitive emissions" lacked technical justification and may misrepresent the actual emissions profile of the facility.[17]

Neither the final MND, nor the Planning Commission's May or July 2025 Staff Report, resolved these issues. The record before the Commission failed to quantify fugitive emissions and failed to demonstrate that the Project's closed loop system would prevent them. The final MND simply relied on the unsupported conclusion that the Project would have no fugitive emissions.[18] There was therefore no substantial evidence before the Planning Commission demonstrating that fugitive emissions would be less than significant, and the Commission ignored substantial evidence demonstrating that fugitive emissions may be significant and require a leak detection and reporting system. The Planning Commission's decision to adopt the MND and approve the Project without requiring an EIR violated CEQA.

2. Public Health and Hazards Impacts Are Significant and Unmitigated

As detailed in Residents' comments on the MND, the Project results in significant fire and hazards impacts which the MND failed to disclose or mitigate, including risk of upset from fire, vapor clouds, and other accidents or operational upsets in systems such as the Project's thermal oxidized ("TOX") system and flaring systems.[19] These events can lead to uncontrolled emissions of criteria pollutants and hazardous air pollutants, which have significant implications for air quality and public health.[20]

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[15] Shukla 5/21/25 Comments, p. 14, citing U.S. EPA, Leak Detection and Repair Compliance Assistance Guidance Best Practices Guide; https://www.epa.gov/sites/default/files/2014-02/documents/ldarguide.pdf.
[16] *Id.*
[17] Shukla 5/21/25 Comments, p. 7.
[18] Shukla 5/21/25 Comments, p. 7.
[19] Shukla MND Comments, pp. 24-25.
[20] Shukla MND Comments, pp. 24-25.

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The MND referenced a Preliminary Site Consequence Assessment ("PSC") which was purportedly prepared to analyze the potential for flammable vapor clouds, jet fire, and toxic vapor clouds from the Project and the potential impact to nearby sensitive receptors.[21] The MND relied on the PSC to conclude that risk of upset hazards would be less than significant.[22] However, the PSC was not provided to the public until the Planning Commission's July 2025 Staff Report was released, in violation of CEQA's requirement that documents referenced and relied upon in the MND be made available for public review during the CEQA public comment period.[23] Residents' subsequent review of the PSC confirmed that the PSC fails to adequately disclose or mitigate potential risks from fire, explosion and other catastrophic events at the facility. Residents described the PSC's inadequacies in their comments to the Planning Commission,[24] but the Planning Commission failed to resolve the issues before approving the Project.

As Residents' comments explained, Dr. Shukla concluded that the MND's analysis underreported impacts on sensitive receptors by omitting them from its analysis. Dr. Shukla explained that the MND considered only a limited subset of potential sensitive receptors, specifically Sage Hill High School and vehicle occupants on Newport Coast Drive and SR-73, and omitted evaluation of other nearby non-residential receptors, as well as the nearest residential areas, which are located within approximately 1,385 feet of the project site.[25] This limited analysis was confirmed by the PSC's list of nearby receptors, which includes Sage Hill Highschool, Newport Coast Drive, California State Route 73/ San Joaquin Hills Transportation Toll Road, and the landfill county building.[26] Of these receptors, the county building was the only close receptor identified in the PSC. By limiting its scope, the PSC did not adequately characterize the full extent of public exposure risks under potential accident scenarios and therefore did not provide a sufficient technical basis to support the MND's findings of less-than-significant impact.[27] The Planning Commission relied on these unsupported findings to approve the Project.

The PSC also identified significant impacts from risk of upset associated with fire and explosion, and recommended mitigation. Specifically, the PSC found

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[21] MND, p. 101, Responses, p. 1-110.
[22] *Id*.
[23] *See* Public Resources Code § 21092(b)(1) (stating that "all documents referenced in the draft environmental impact report or negative declaration" shall be made "available for review"); 14 Cal. Code Reg. § 15072(g)(4) (stating that all documents incorporated by reference in the MND . . . "shall be readily accessible to the public").
[24] Exhibit A, p. 6.
[25] Shukla 5/21/25 Comments, p. 10, citing MND, p. 101.
[26] PSC, p. 7.
[27] Shukla 5/21/25 Comments, p. 10.

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impacts on the occupied county landfill building and surrounding vegetation to be significant.[28] The City's own report therefore provided the Planning Commission with substantial evidence supporting a fair argument that hazards impacts are significant. The PSC recommended mitigation to prevent catastrophic events from occurring, including: (1) Fire and gas detection; (2) Process control alarms; (3) Process control shutdowns (Pressure safety high-highs, (4) Pressure safety low-lows, composition analyzers); (5) Plant ESD (emergency shutdown) System; (6) Ignition Source Control, Hazardous Area Classification.[29] However, the PSC's proposed mitigation measures were not included in the Project's Mitigation Monitoring and Reporting Program ("MMRP") or the Project's conditions of approval. CEQA prohibits reliance on unenforceable measures or design features to mitigate these impacts; all mitigation must be incorporated into the MMRP.[30]

Dr. Shukla's comments and the evidence in the PSC provided the City with substantial evidence supporting a fair argument that the Project's risk of upset remains potentially significant and unmitigated. The Planning Commission's decision to approve the Project and adopt the MND violated CEQA because the MND underreported potential hazards, ignored substantial evidence from Residents' expert documenting significant, unmitigated hazards impacts, relied on an inadequate PSC which did not disclose the full extent of the Project's impacts, and failed to incorporate mitigation recommended by the City's own experts into the Project's MMRP or conditions of approval. The Commission's approvals should be vacated and the City Council should require staff to prepare an EIR which protects public safety and complies with CEQA by disclosing and mitigating these impacts.

3. Greenhouse Gas Emissions May Be Significant and Unmitigated

Residents' comments on the MND demonstrated that GHG emissions released during the annual shutdown and 10 potential shutdown days per year may be significant, but were not quantified in the MND or the Staff Report, and are not mitigated by measures in the MMRP or conditions of approval.

The final MND provides that the proposed operating hours of the RNG facility would be 24 hours per day, seven days a week, with an annual scheduled

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[28] PSC, pp. 4-10.
[29] PSC, p. 8.
[30] *Lotus v. Dep't of Transp*. (2014) 223 Cal. App. 4th 645, 651; CEQA Guidelines § 15126.4(a)(2) (mitigation measures must be fully enforceable through permit conditions, agreements or other legally binding instruments).

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shutdown for plant maintenance.[31] The final MND states, without support, that unplanned shutdowns are anticipated to be less than 10 times per year.[32] Emissions associated with the annual shutdown and 10 potential shutdown days per year may result in significant GHG emissions, which the MND, Staff Report, and Draft Resolution fail to disclose or mitigate.[33] An EIR must be prepared which adequately quantifies and mitigates potentially significant GHG emissions from Project operation. Due to the Project's significant GHG impacts, the Commission's approvals should be vacated and the City Council should require staff to prepare an EIR which adequately discloses and mitigates the Project's significant GHG impacts.

4. Health Risk Impacts from Construction Emissions Are Underreported

Residents commented that the MND underreported the health risk associated with Project construction because the MND's health risk analysis relied on a 9-month completion timeline, truncating the analysis of emissions exposure by 3 months.[34] Rather than correct the health risk analysis, the City responded in the Final MND by deleting references to 12 months and replacing them with references to 9 months.[35] However, neither the MMRP or the Project's conditions of approval restrict Project construction to less than 12 months, and the Planning Commission Staff Report and Approval Resolution continued to refer to the Project's construction period as lasting "up to 12 months."[36] The Planning Commission therefore approved a project which may involve 12 months of Project construction, yet the MND only analyzed impacts from the first 9 months.

Because the City has not analyzed the health impacts to nearby sensitive receptors from exposure to construction emissions during the Project's projected 12-month construction period, the Planning Commission lacked substantial evidence to conclude that the Project's construction health risk impacts would be less than significant. The health risk analysis should be revised in an EIR to analyze the full 12-month duration of Project construction, and require mitigation for impacts that exceed thresholds.

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[31] MND, p. 22.
[32] *Id.*
[33] Shukla 5/21/25 Comments, p. 26.
[34] MND, p. 69.
[35] May 2025 Responses, p. 1-105.
[36] Staff Report, p. 8; see also Draft Resolution, Finding No. C.6, p. 25 ("Vehicle traffic will increase during the 9-to-12-month Project construction period.").

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5. Construction Noise Impacts Are Significant and Unmitigated

The Planning Commission lacked substantial evidence to approve the Project or adopt the MND because the Project's construction noise impacts are significant and unmitigated. Residents' comments and acoustical expert Mr. Meighan's comments on the MND demonstrated that the Project results in significant adverse noise impacts to nearby sensitive receptors due to a significant noise increase above ambient noise levels. Neither the final MND, MMRP, conditions of approval, nor the July 2025 Planning Commission Staff Report resolved these issues.

Mr. Meighan's comments provided substantial evidence supporting a fair argument that Project construction will result in a significant increase above the ambient noise levels to sensitive receptors at Sage Hill Highschool and residences on Renata Street, and that the MND relied on an excessively high and unsupported noise threshold to conclude that noise impacts would be less than significant.[37] Therefore, there was no substantial evidence before the Planning Commission that construction noise impacts would be less than significant.[38] To the contrary, substantial evidence in the record before the Planning Commission supported a fair argument that the Project results in significant unmitigated construction noise impacts requiring preparation of an EIR.

As Mr. Meighan's comments on the MND demonstrated, ambient daytime noise levels identified in the MND ranged from 38 to 48 dBA at the nearest noise measurement location to the single-family homes to the south.[39] The MND found that the "combined construction noise levels from pipe installation and equipment installation would be 55 dBA Leq and 56 dBA Leq, respectively."[40] Mr. Meighan explained that this would exceed the existing noise levels by 7 to 18 dB and result in a significant impact due to a "substantial temporary or permanent increase in ambient noise levels in the vicinity of the project."[41] A 10 decibel increase is perceived as a doubling of the sound and thus would cause a significant adverse impact on nearby sensitive receptors.[42]

Moreover, Mr. Meighan's comments explained that the Project's mitigation measures and conditions of approval do not mitigate the significant construction noise impact to less than significant levels. Mr. Meighan's comments demonstrated

[37] Meighan Comments, p. 2.
[38] MND, p. 127.
[39] Meighan Comments, p. 2; MND, Appendix K Table F.
[40] Meighan Comments, p. 2, citing MND, page 127.
[41] MND, p. 123.
[42] Meighan Comments, p. 2.

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that municipal code requirements in Condition 20 and 21 will not sufficiently mitigate the Project's significant adverse noise impacts due to the significant noise increase above ambient levels during Project construction.[43] First, Mr. Meighan explained that Condition 20 does not apply for construction noise and therefore Condition 20 would not mitigate the Project's significant construction noise increase above ambient levels.[44] Second, he explained that Condition 21 does not mitigate construction noise impacts to less than significant because Condition 21 only limits the hours of construction between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday.[45] Mr. Meighan concluded that Condition 21 does not mitigate the Project's significant construction noise impacts because the Project's significant construction noise will occur during daytime hours.[46] Neither the final MND, the Planning Commission Staff Reports, or the Project's conditions of approval include any additional mitigation to reduce the Project's significant noise impacts beyond those measures already required by municipal code. The measures therefore remain inadequate.

Mr. Meighan's comments provided the City with substantial evidence supporting a fair argument that Project construction noise impacts remain significant and unmitigated. The Planning Commission's decision to adopt the MND and approve the Project without requiring an EIR violated CEQA. The City Council should uphold this appeal, vacate the Planning Commission's approvals, and remand the Project to staff to prepare a legally adequate EIR for public review and comment, which includes analysis and mitigation of the Project's significant noise impacts before bringing the Project back for further consideration.

B. Municipal Code Violations

The Planning Commission lacked substantial evidence to support the findings required for approval of the Conditional Use Permit pursuant to NBMC Section 20.52.020(F)(5). In particular, the Commission lacked substantial evidence to make the necessary finding that "[o]peration of the use at the proposed location would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use."[47]

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[43] Meighan Comments, p. 3.
[44] Meighan Comments, p. 3.
[45] Staff Report, Attachment 1, Draft Resolution to Approve the Project and Adopt the IS/MND.
[46] Meighan Comments, p. 3.
[47] NBMC Section 20.52.020(F)(5).

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First, Residents' comments on the MND provided substantial evidence supporting a fair argument that the Project results in significant air quality, health risk, greenhouse gas emissions, and noise impacts which may jeopardize the public health and general welfare of the City. These impacts are not mitigated by the mitigation measures in the MMRP or the Project's conditions of approval. For instance, unmitigated flammable vapor clouds, jet fire, and toxic vapor clouds from the Project would jeopardize the safety of nearby sensitive receptors, absent additional mitigation. Construction air emissions and fugitive air pollutant emissions from leaks during Project operation are significant and unmitigated. Greenhouse gas emissions from the annual shutdown and 10 potential shutdown days per year may be significant, but are not mitigated by the final MND or conditions of approval. Finally, construction noise would result in severe adverse impacts to nearby sensitive noise receptors, but the Project's mitigation measures and conditions of approval do not mitigate the significant construction noise impact to less than significant levels. The Planning Commission abused its discretion and failed to proceed in the manner required by law by approving the CUP given the detrimental impacts of the Project on the "public convenience, health, interest safety, or general welfare" of the residents of the City.[48]

Second, the Project may not be adequately served by fire protection services. The record before the Commission lacks substantial evidence to support the conclusion that the Project would not result in a hazard to the public convenience, health, interest, safety, or general welfare. Following the Applicant's request for clarification regarding whether the Project is adequately served by fire services, the Newport Beach Fire Department responded that "[t]he concern is not only an off-site fire reaching a facility but an on-site fire reaching the wildland urban interface, resulting [in] a fire expanding to the existing commercial and residential in the area."[49] The Fire Department recommended fuel modification measures which were implemented in the MND's Fuel Modification Plans pursuant to Mitigation Measure HAZ-1.[50] However, the record does not contain substantial evidence to support the conclusion that the mitigation measures for hazards and hazardous material impacts are sufficient to fully mitigate the significant hazards, fire, and wildfire impacts from the Project in the event of a fire, explosion, or other catastrophic equipment failure at the Project site.

In particular, evidence in the record demonstrates that the Fire Department may not have the capacity to put out worst-case scenario jet fires from the Project. The Commission did not have substantial evidence to conclude that the Fire

[48] NBMC Section 20.52.020.
[49] MND, Appendix L Service Provider Questionnaire Responses, p. L-9.
[50] MND, p. 106.

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Department has the capacity to put out "worst-case scenario jet fires [which] could affect vegetation up to 10 feet beyond the perimeter wall in the northeast portion of the site."[51] The final MND continued to conclude that, with the implementation of design features such as equipment layout, hazardous area classification, ignition source controls, fire and gas detection systems, process control alarms, process control shutdowns, and emergency shutdown systems… impact of jet fires to the surrounding vegetation would be less than significant."[52] But, these measures are not included as enforceable mitigation. Fire impacts are not sufficiently mitigated to less than significant levels. The record before the Planning Commission lacked substantial evidence to support the conclusion that the Project would not result in a hazard to the public convenience, health, interest, safety, or general welfare. The Commission therefore abused its discretion and failed to proceed in the manner required by law by approving the CUP, in violation of Municipal Code Section 20.52.020(F).

Third, the record does not demonstrate that the Project is consistent with the General Plan. NBMC Section 20.52.020(F)(1) requires that a conditional use permit may be approved only after first finding that "[t]he use is consistent with the General Plan and any applicable specific plan." Residents' comments on the MND and to the Planning Commission explained that the Project did not demonstrate compliance with General Plan policies directed at reducing construction air quality impacts from projects built in the General Plan area. For example, the Responses assert that the Project would comply with Policy NR 8.1 because construction contractors would be required to comply with CARB Rule 2485, which restricts idling to 5 minutes.[53] However, the Project's condition of approval No. 33 allows idling up to "30 minutes for trucks and heavy equipment"[54] – six times longer than CARB standards. These and other General Plan measures were not included in the Final MND or Conditions of Approval. The Planning Commission therefore abused its discretion by approving the CUP given the Project's nonconformance with General Plan policies.

III. CONCLUSION

For the forgoing reasons, the Planning Commission abused its discretion and failed to proceed in the manner required by law by approving the CUP and the Project's MND after being presented with substantial evidence supporting a fair argument that the Project will have potentially significant, unmitigated impacts on

[51] MND, p. 101.
[52] MND, p. 101.
[5353] May 2025 Responses, p. 1-112.
[54] Draft Resolution, p. 18.

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air quality, greenhouse gases, public health, hazards and noise. The Planning Commission violated the City's Municipal Code by approving the Project's CUP after being presented with substantial evidence that the Project is detrimental hazards to public health, interest, safety, and the general welfare of persons residing and working near the Project and is not consistent with the General Plan.

The City Council should uphold this appeal, vacate the Planning Commission's approvals, and remand the Project to staff to prepare an EIR to address the impacts identified by Residents and its experts. These actions are critical to ensure that the Project complies with CEQA and all applicable laws, and to ensure that the health and safety of City residents and workers is protected.

Thank you for your attention to these comments. Please include them in the record of proceedings for the Project.

Sincerely,

Kelilah D. Federman

Attachments
KDF:acp

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EXHIBIT A

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July 17, 2025

Via Email and Overnight Mail
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Re: **Agenda Item No. 4 - Coyote Canyon Landfill Gas to Energy Facility (SCH No. 2024120012; PA2022-063; PC2025-008)**

Dear Chair Rosene, Commissioners, Ms. Perez and Mr. Murillo:

On behalf of Orange County Residents for Responsible Industry ("Residents"), we submit these comments regarding the City of Newport Beach ("City") Planning Commission Meeting Public Hearing Agenda Item 4, the proposed Coyote Canyon Landfill Gas to Energy Plant Project ("Project) for hearing on July 17, 2025.[1] The Project is proposed by Biofuels Coyote Canyon Biogas LLC, on behalf of Archaea Energy Inc ("Applicant"). The Project site is located at 20662 Newport Coast Drive in the City of Newport Beach. The Project would be constructed under a lease agreement with OC Waste & Recycling ("OCWR"), within the boundary of the closed Coyote Canyon Landfill ("CCL"), which is owned by the County of Orange and operated by OCWR.[2]

[1] City of Newport Beach, Planning Commission Agenda (Thursday, July 17, 2025 – 6:00 PM), available at: https://www.newportbeachca.gov/PLN/planning_commission/current_agenda.pdf.
[2] City of Newport Beach, Planning Commission Staff Report, July 17, 2025, Agenda Item No. 4, Coyote Canyon Landfill Gas to Energy Facility (PA2022-063)

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The Staff Report asks the Commission to approve the Project's Initial Study/Mitigated Negative Declaration SCH No. 2024120012 ("MND") [3], including the MND, May 2025 Responses to Comments ("Responses")[4], Mitigation Monitoring and Reporting Program ("MMRP"), (collectively with MND and Responses as "Final MND"), the Conditional Use Permit (PA2022-063) and Draft Resolution No. PC 2025-008 including Conditions of Approval 1 through 36 ("Conditions").[5]

Residents submitted detailed comments in January 2025[6] and May 2025[7], supported by expert comments, which demonstrated that the Final MND was substantially deficient and failed to fulfill its mandate under CEQA as an informational document. Residents' experts also provided substantial evidence supporting a fair argument that the Project results in significant, unmitigated air quality, public health, greenhouse gas emissions, and noise impacts which require the City to prepare an environmental impact report ("EIR") for the Project pursuant to CEQA.[8] Residents' comments were prepared with the assistance of air quality and hazards consultant Komal Shukla, Ph.D. of Group Delta Consultants, Inc. ("Shukla Comments'), and noise consultant Jack Meighan of Wilson Ihrig.[9]

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https://newportbeach.legistar.com/gateway.aspx?M=F&ID=a028ab42-b4ff-4018-a9be-8323106755c0.pdf.

[3] City of Newport Beach, Initial Study Mitigated Negative Declaration, Landfill Gas to Energy Plant Project, (Nov. 27, 2024) available at: https://www.newportbeachca.gov/pln/CEQA_REVIEW/Coyote%20Canyon%20Landfill%20Gas%20to%20Energy%20Plant%20Project%20(P2022-063)/PA2022-063_PublicReview_InitialStudy_MND.pdf.

[4] City of Newport Beach, Landfill Gas to Energy Plant Project, Responses (May 2025), available at: https://www.newportbeachca.gov/pln/CEQA_REVIEW/Coyote%20Canyon%20Landfill%20Gas%20to%20Energy%20Plant%20Project%20(P2022-063)/PA2022-063_Response-to-Comments.pdf (hereinafter, "May 2025 Responses").

[5] Staff Report, Attachment 1, Draft Resolution No. PC2025-008 to Approve the Project and Adopt the IS/MND, available at: https://newportbeach.legistar.com/gateway.aspx?M=F&ID=98663746-f4d2-470b-8614-b632f37aa5c6.pdf.

[6] May 2025 Responses, p. 1-35.

[7] **Staff Report, Attachment No. PC 5:** Letter from ABJC to City of Newport Beach Planning Commission, Agenda Item 3 - Coyote Canyon Landfill Gas to Energy Facility (SCH No. 2024120012; PA2022-063) (May 21, 2025).

[8] Pub. Res. Code ("PRC") §§ 21000 et seq.; 14 Cal. Code Regs. ("CCR") §§ 15000 et seq.

[9] Mr. Meighan's response to the July 17, 2025 Staff Report is attached as **Exhibit A:** Letter from Jack Meighan to Adams Broadwell Joseph & Cardozo, Archaea Landfill Gas Project IS/MND City of Newport Beach, California Comments on Noise Analysis (July 14, 2025) (hereinafter "Meighan Comments").

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The Staff Report includes responses to ABJC's May 2025 Comments ("July Responses")[10] which still fail to resolve the majority of issues raised in our comments, continue to rely on deficient analysis, and still fail to mitigate many of the Project's significant impacts, including significant air quality impacts from nitrogen oxide emissions (an ozone precursor), significant hazards and public health impacts from risk of upset at the facility, and significant noise impacts.

An EIR must be prepared because substantial evidence supports a fair argument that the Project results in significant air quality, public health, greenhouse gas emissions, and noise impacts from Project construction and operation. Moreover, the Planning Commission lacks substantial evidence to make the findings required to approve the Project because the Project does not conform to local codes and results in significant, unmitigated impacts which constitute hazards to public health, interest, safety, and the general welfare of persons residing and working near the Project.[11]

Residents respectfully requests the Planning Commission continue this hearing and remand the Project to staff to prepare a legally adequate EIR which analyzes and mitigates the Project's potentially significant environmental impacts before the Project can be brought back for further consideration. The City cannot approve the Project until it complies with CEQA, the Municipal Code, and all other applicable land use laws to ensure that the Project proceeds safely and mitigates its significant environmental and public health impacts.

I. STATEMENT OF INTEREST

Orange County Residents for Responsible Industry is a coalition of individuals and labor organizations with members who may be adversely affected by the potential public and worker health and safety hazards and environmental and public service impacts of the Project. The coalition includes Orange County residents, California Unions for Reliable Energy ("CURE"), and its local union affiliates and their members and their families. CURE is a coalition of labor organizations whose members encourage sustainable development of California's energy and natural resources. Residents was formed to advocate for responsible and sustainable industrial development in Orange County to protect public health and safety and the environment where Residents' members and their families live, work and recreate.

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[10] Staff Report, Attachment 6, Response to Adams, Broadwell, Joseph & Cardozo 5/21/25 Comment Letter Regarding the Initial Study and Mitigated Negative Declaration for the Coyote Canyon Landfill Gas to Energy Plant Project (July 9, 2025) (hereinafter, "July 2025 Responses").
[11] Newport Beach Municipal Code ("NMBC"), Section 20.52.020.
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The individual members of Residents, and the members of its affiliated labor organizations, would be directly affected by the Project and may also work constructing the Project itself. They would therefore be first in line to be exposed to any health and safety hazards that may be present on the Project site. They each have a personal stake in protecting the Project area from unnecessary, adverse environmental and public health and safety impacts. Thus, Residents, its participating organizations, and their members stand to be directly affected by the Project's impacts.

Residents supports the development of clean, renewable energy technology where properly analyzed and carefully planned to minimize impacts on public health and the environment. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making it less desirable for businesses to locate and people to live and recreate in the City and in Orange County. Continued degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduces future employment opportunities. Projects should avoid adverse impacts to natural resources and public health, and should take all feasible steps to ensure that unavoidable impacts are mitigated to the maximum extent feasible. Only by maintaining the highest standards can energy development truly be sustainable.

Finally, the organizational members of Residents are concerned with projects that can result in serious environmental harm without providing countervailing economic benefits. CEQA provides a balancing process whereby economic benefits are weighed against significant impacts to the environment. It is in this spirit we offer these comments.

II. THE STAFF REPORT FAILS TO RESOLVE THE MND'S DEFICIENCIES

A. Air Quality and Hazards Impacts Remain Significant and Unmitigated

1. Fugitive Emissions and Leaks

The MND and Staff Report fail to resolve Dr. Shukla's comments addressing the Project's potentially significant, unmitigated air quality impacts from fugitive emissions.

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Dr. Shukla's MND comments described potentially significant fugitive emissions associated with reasonably foreseeable leaks from Project equipment which the MND failed to disclose, including fugitive emissions from leaks in valves, pressure relief devices, flanges, connectors, and emissions during routine maintenance or operational interventions related to the Project's flaring system and closed-loop emissions system.[12] The Final MND refused to address this issue or quantify the Project's potential fugitive emissions, simply asserting that there would be "no fugitive emissions" because the Project involves a closed-loop system.[13]

Dr. Shukla explained that this conclusion was incorrect and unsupported. She clarified that, although the Project is designed as a closed-loop system, "this design does not completely eliminate the potential for fugitive emissions. Closed systems are engineered to minimize leaks, but they are not inherently leak-free."[14] Dr. Shukla referenced U.S. EPA and SCAQMD leak detection guidance which require consideration of potential fugitive emissions from components such as valves, flanges, compressors, and pump seals—even in enclosed and pressurized systems.[15] Dr. Shukla explained that the Final MND's unsupported conclusion that there would be "no fugitive emissions" lacked technical justification and may misrepresent the actual emissions profile of the facility.[16]

The Staff Report still fails to quantify fugitive emissions, and asserts that the Final MND resolved Dr. Shukla's comments, which is incorrect. There is therefore no evidence before the Planning Commission demonstrating that fugitive emissions would be less than significant, and the City's failure to require a leak detection and reporting system is likely to leave fugitive emissions significant and unmitigated.

2. Public Health Impacts and Hazards Associated with Risk of Upset Are Significant and Unmitigated

Residents' comments on the MND identified significant fire and hazards impacts which the MND failed to disclose or mitigate, including risk of upset from fire, vapor clouds, and other accidents or operational upsets in systems such as the Project's thermal oxidized ("TOX") system and flaring systems.[17] Dr. Shukla

[12] Shukla 5/21/25 Comments, pp. 7. 9.
[13] Shukla 5/21/25 Comments, p. 7.
[14] Shukla 5/21/25 Comments, p. 14, citing U.S. EPA, Leak Detection and Repair Compliance Assistance Guidance Best Practices Guide; https://www.epa.gov/sites/default/files/2014-02/documents/ldarguide.pdf.
[15] *Id*.
[16] Shukla 5/21/25 Comments, p. 7.
[17] Shukla MND Comments, pp. 24-25.
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explained that these events can lead to uncontrolled emissions of criteria pollutants and hazardous air pollutants, which have significant implications for air quality and public health.[18] The MND referenced a Preliminary Site Consequence Assessment ("PSC") which was purportedly prepared to outline the potential for flammable vapor clouds, jet fire, and toxic vapor clouds from the Project and the potential impact to nearby sensitive receptors.[19] The MND relied on the PSC to conclude that risk of upset hazards would be less than significant.[20] However, the City did not attach the PSC to the MND, and failed to provide it in response to multiple public record requests by Residents.

The PSC has now been made available for the first time as an attachment to the Staff Report. Review of the PSC confirms that the Project's risk of upset hazards are potentially significant and may result in significant impacts if not properly mitigated. The PSC also continues to underreport potential hazards, and recommends mitigation that is not incorporated into the Project's MMRP or conditions of approval. Both Dr. Shukla's comments and the PSC therefore provide substantial evidence supporting a fair argument that risk of upset impacts remain potentially significant and unmitigated.

Dr. Shukla previously explained that the MND's analysis considered only a limited subset of potential sensitive receptors, specifically Sage Hill High School and vehicle occupants on Newport Coast Drive and SR-73, and omitted evaluation of other nearby non-residential receptors, as well as the nearest residential areas, which are located within approximately 1,385 feet of the project site.[21] This limited analysis is confirmed by the PSC's list of nearby receptors, which includes Sage Hill Highschool, Newport Coast Drive, California State Route 73/ San Joaquin Hills Transportation Toll Road, and the landfill county building.[22] Of these receptors, the county building is the only close receptor identified in the PSC. Dr. Shukla explained that excluding other nearby receptors from the risk of upset analysis is problematic because the it does not consider impacts on all potentially affected sensitive receptors.[23] By limiting its scope, the PSC did not adequately characterize the full extent of public exposure risks under potential accident scenarios and therefore does not provide a sufficient technical basis to support the MND's findings of less-than-significant impact.

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[18] Shukla MND Comments, pp. 24-25.
[19] MND, p. 101, Responses, p. 1-110.
[20] *Id*.
[21] Shukla 5/21/25 Comments, p. 10, citing MND, p. 101.
[22] PSC, p. 7.
[23] Shukla 5/21/25 Comments, p. 10.
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The PSC also identifies significant impacts from risk of upset associated with fire and explosion, and recommends mitigation. Specifically, the PSC finds impacts on the occupied county landfill building and surrounding vegetation to be significant.[24] The City's own report therefore provides substantial evidence supporting a fair argument that hazards impacts are significant.

The PSC next recommends mitigation to prevent catastrophic events from occurring, including:

- Fire and gas detection
- Process control alarms
- Process control shutdowns (Pressure safety high-highs, Pressure safety low-lows, composition analyzers)
- Plant ESD (emergency shutdown) System
- Ignition Source Control, Hazardous Area Classification (Vapor cloud must find an ignition source to create jet fire depicted).[25]

However, the PSC's proposed mitigation measures are not included in the MMRP or the Project's conditions of approval. The City cannot rely on unenforceable design features to mitigate these impacts; all mitigation must be incorporated into MMRP if agency intends to rely on measures for a significance determination.[26] The Project's hazards and public health impacts associated with risk of upset therefore remain significant and unmitigated.

3. The MND Failed to Analyze Construction Health Risk Impacts for the Project's Reasonably Forseeable Construction Period

The MND originally stated that the Project's construction period was anticipated to take 12 months.[27] Residents commented that the MND underreported the health risk associated with Project construction because the MND's health risk analysis relied on a 9-month completion timeline, truncating the analysis of emissions exposure by 3 months.[28]

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[24] PSC, pp. 4-10.
[25] PSC, p. 8.
[26] *Lotus v. Dep't of Transp.* (2014) 223 Cal. App. 4th 645, 651; CEQA Guidelines § 15126.4(a)(2) (mitigation measures must be fully enforceable through permit conditions, agreements or other legally binding instruments).
[27] MND, p. 38.
[28] MND, p. 69.
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Rather than correct the health risk analysis, the City responded in the Final MND by deleting references to 12 months and replacing them with references to 9 months.[29] However, the Staff Report and Draft Planning Commission Resolution continue to refer to the Project's construction period as lasting "up to 12 months,"[30] and neither the MMRP or the Project's conditions of approval restrict Project construction to less than 12 months. It is therefore reasonably foreseeable that Project construction may last up to 12 months. The City has not analyzed the health impacts to nearby sensitive receptors from exposure to construction emissions during a 12-month construction period, and therefore lacks substantial evidence to conclude that the Project's construction health risk impacts are less than significant. The health risk analysis should be revised in an EIR to analyze the full 12-month duration of Project construction.

4. The City Has Not Demonstrated Compliance with General Plan Air Quality Policies

Residents' MND comments explained that the Project did not demonstrate compliance with General Plan policies directed at reducing construction air quality impacts from projects built in the General Plan area. Specifically, Newport Beach General Plan Policy NR 8.1 requires the City to "Require developers to use construction equipment that use low polluting fuels, engines, and exhaust controls to the extent available and feasible."[31] Policy NR 8.2 requires the City to "Require developers maintain construction in good operating condition to minimize air pollutants."[32] Policy NR 8.3 requires the City to "Require developers to turn off construction equipment when not in use for an extended time period."[33] Residents commented that the MND did not demonstrate conformance with these policies and the MND's mitigation measures did not require that the Applicant to use available low-emission construction equipment.

The Responses to Comments assert that the Project complies with these General Plan Air Quality policies because existing clean air laws require the use of cleaner fuel and engines, and lower emissions thresholds, than were required in 2006 when the General Plan was adopted.[34] This argument is specious and unsupported. The General Plan EIR concluded that construction air quality

[29] May 2025 Responses, p. 1-105.
[30] Staff Report, p. 8; see also Draft Resolution, Finding No. C.6, p. 25 ("Vehicle traffic will increase during the 9-to-12-month Project construction period.").
[31] City of Newport Beach General Plan Update EIR Section 4.2 Air Quality (2006), p. 4.2-20.
[32] *Id.*
[33] *Id.*
[34] See May 2025 Responses, pp. 1-111 to 1-112.
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impacts would be significant and unavoidable, and explained that compliance with Policies 8.1 through 8.5 was intended to reduce impacts to the greatest extent feasible.[35] The General Plan EIR also contemplated that "additional mitigation may also be required to further reduce emissions and potential impacts" associated with individual projects.[36] Accordingly, the City must require all feasible mitigation to reduce the Project's construction emissions to the greatest extent feasible.[37]

The MND includes no air quality mitigation measures, and the City's assumption that existing laws, like CARB's low-emission vehicle standards and US EPA's phased-in Tier 4 standards, require the most stringent available mitigation is incorrect. For example, existing regulations do not currently require the use of Tier 4 Final construction engines (the cleanest and lowest emission construction equipment) because they are subject to phase-in requirements. U.S. EPA, and by agreement, CARB, have slowly adopted more stringent standards to lower the emissions from off-road construction equipment since 1994. Since 1994, Tier 1, Tier 2, Tier 3, Tier 4 Interim, and Tier 4 Final construction equipment have been phased in over time.[38] Tier 4 Final represents the cleanest burning equipment and therefore has the lowest emissions compared to other lower tiers, which are still utilized in many construction industry fleets.[39] Without mitigation measures requiring the use of Tier 4 equipment for Project construction, it would not otherwise be required. And given that the MND underestimated construction health risk by up to 3 months, Tier 4 Final equipment may also be necessary to reduce health risks associated with the Project's construction emissions.

The Project's conditions of approval may also thwart compliance with General Plan Air Quality policies. For example, the Responses assert that the Project would comply with Policy NR 8.1 because construction contractors would be required to comply with CARB Rule 2485, which restricts idling to 5 minutes.[40] However, the Project's condition of approval No. 33 allows idling up to "30 minutes for trucks and heavy equipment"[41] – six times longer than CARB standards.

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[35] *Id*. at p. 4.2-14.
[36] *Id*. at p. 4-2-13.
[37] PRC § 21081(a)(3), (b); CEQA Guidelines §§ 15090(a), 15091(a), 15092(b)(2)(A), (B); *Covington v. Great Basin Unified Air Pollution Control Dist*. (2019) 43 Cal.App.5th 867, 883.
[38] See https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements.
[39] *Id*.
[4040] May 2025 Responses, p. 1-112.
[41] Draft Resolution, p. 18.
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The City lacks substantial evidence to support MND's conclusion that the Project complies with General Plan Air Quality policies. The City must include a detailed analysis and additional air quality mitigation measures in an EIR.

5. Emissions from the Annual Shutdown and Ten Potential Yearly Shutdowns Are Significant and Unmitigated by the MND, Staff Report, or Conditions of Approval

Residents' comments on the MND demonstrated that air pollutant emissions released during the annual shutdown and 10 potential shutdown days per year may result be significant, but were not analyzed in the MND or the Staff Report, and are not mitigated by measures in the MMRP or conditions of approval in the Draft Resolution. The Final MND provides that the proposed operating hours of the RNG facility would be 24 hours per day, seven days a week, with an annual scheduled shutdown for plant maintenance.[42] The Final MND states, without support, that unplanned shutdowns are anticipated to be less than 10 times per year.[43] The Final MND further provides that existing "flares operated by OCWR would only be used as backup if the RNG facility goes offline, or to combust any excess LFG that is not used by the RNG processing plant."[44] An EIR must be prepared which adequately quantifies and mitigates potentially significant emissions from Project operation.

Moreover, the MND and Staff Report before the Commission fails to analyze GHG emissions associated with the annual shutdown and unplanned shutdowns associated with Project operation. Emissions associated with the annual shutdown and 10 potential shutdown days per year may result in significant GHG emissions, which the MND, Staff Report, and Draft Resolution fail to adequately analyze or mitigate. An EIR must be prepared which adequately quantifies and mitigates potentially significant GHG emissions from Project operation.

B. The Staff Report, MND and Conditions of Approval Still Fail to Disclose or Mitigate the Project's Significant Noise Impacts

The Staff Report continues to ignore substantial evidence provided by Residents' noise consultant, Mr. Meighan, which supports a fair argument that the Project's construction noise impacts are significant and unmitigated. Mr. Meighan's comments demonstrated that the Project may result in significant adverse noise impacts to nearby sensitive receptors due to a significant noise increase above

[42] MND, p. 22.
[43] *Id.*
[44] MND, p. 15.
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ambient noise levels which is not mitigated by the measures in the MMRP or the Project's conditions of approval.

Mr. Meighan explained that Project construction will result in significant increase above the ambient noise levels to sensitive receptors at Sage Hill Highschool and residences on Renata Street, and that the MND relied on an excessively high and unsupported noise threshold to conclude that noise impacts would be less than significant.[45] These problems have not been corrected. As Mr. Meighan reiterates, ambient daytime noise levels identified in the MND ranged from 38 to 48 dBA at the nearest noise measurement location to the single-family homes to the south.[46] The MND found that the "combined construction noise levels from pipe installation and equipment installation would be 55 dBA Leq and 56 dBA Leq, respectively."[47] Mr. Meighan explained that this would exceed the existing noise levels by 7 to 18 dB and result in a significant impact due to a "substantial temporary or permanent increase in ambient noise levels in the vicinity of the project."[48] As the MND shows, and as demonstrated in Mr. Meighan's comments, a 10 dBA increase is perceived as a doubling of the sound and thus would cause an adverse impact on nearby sensitive receptors.[49] The MND did not disclose this significant noise impact, and the Staff Report continues to ignore it.

The July Responses assert that Mr. Meighan's comment that the Project would result in excessive noise levels to nearby sensitive receptors "was addressed in the response to comment O2-24 in the Final MND, and no additional issues were raised or substantiated in the most recent letter."[50] This is incorrect. The May 2025 Responses did not acknowledge the significant construction noise impacts identified by Mr. Meighan and did not add any additional mitigation to reduce impacts to less than significant levels. The impacts therefore remain unaddressed.

Moreover, Mr. Meighan explains that the Project's mitigation measures and conditions of approval do not mitigate the significant construction noise impact to less than significant levels. Mr. Meighan's comments demonstrate that municipal code requirements in Condition 20 and 21 will not sufficiently mitigate the Project's significant adverse noise impacts due to the significant noise increase above ambient levels during Project construction.[51]

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[45] Meighan Comments, p. 2.
[46] Meighan Comments, p. 2; MND, Appendix K Table F.
[47] Meighan Comments, p. 2, citing MND, page 127.
[48] MND, p. 123.
[49] Meighan Comments, p. 2.
[50] July Responses
[51] Meighan Comments, p. 3.
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First, Mr. Meighan explains that Condition 20 does not apply for construction noise and therefore Condition 20 would not mitigate the Project's significant construction noise increase above ambient levels.[52] Second, Condition 21 does not mitigate construction noise impacts to less than significant because Condition 21 only limits the hours of construction between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday.[53] Condition 21 does not mitigate the Project's significant construction noise impacts because the Project's significant construction noise will occur during daytime hours.[54] The Staff Report and proposed conditions of approval do not include any additional mitigation to reduce the Project's significant noise impacts beyond those measures already required by municipal code. The measures therefor remain inadequate.

Mr. Meighan's comments provide substantial evidence supporting a fair argument that Project construction noise impacts remain significant and unmitigated. The City must prepare a legally adequate EIR for public review and comment, which includes analysis and mitigation of the Project's significant noise impacts before the Project can lawfully be approved.

III. THE PLANNING COMMISSION CANNOT MAKE THE NECESSARY FINDINGS TO SUPPORT APPROVAL OF THE CONDITIONAL USE PERMIT

In accordance with Section 20.52.020 (Conditional Use Permits and Minor Use Permits) of the Newport Beach Municipal Code, the Planning Commission must make the following findings for approval of a use permit:

> A. The use is consistent with the General Plan and any applicable Specific Plan;
> B. The use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning Code and Municipal Code;
> C. The design, location, size, and operating characteristics of the use are compatible with the allowed uses in the vicinity;
> D. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; and

[52] *Id.*
[53] Staff Report, Attachment 1, Draft Resolution to Approve the Project and Adopt the IS/MND.
[54] Meighan Comments, p. 3.

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> E. Operation of the use at the proposed location would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.[55]

The Planning Commission lacks substantial evidence to make the findings required to approve the Project due to significant, unmitigated impacts which obstruct compliance with local codes and constitute hazards to public health, interest, safety, and the general welfare of persons residing and working near the Project.[56]

The Draft Resolution states that the Project "should not be a risk to the health or general welfare of people residing or working nearby."[57] But this statement is not supported by substantial evidence in the record. Residents' comments on the MND provided substantial evidence supporting a fair argument that the Project results in significant air quality and health risk impacts which may jeopardize the public health or the general welfare of the City. These impacts are not mitigated by the mitigation measures in the MMRP or the Project's conditions of approval. The Planning Commission therefore lacks substantial evidence to support the findings required to approve the Project, and many of the Draft Resolutions proposed "Facts in Support of Finding" are wrong or unsupported by the record.

For example, Dr. Shukla's comments explained that the MND's conclusion that total annual NOx emissions from all identified combustion sources would be less than significant was not supported by substantial evidence. The MND concluded that NOx emissions would be 3.996 tons per year(tpy),[58] just marginally below the SCAQMD offset threshold of 4.0 tons per year.[59] Dr. Shukla explained that any deviation from expected operating conditions could result in an exceedance of the offset threshold, triggering additional permitting requirements and

[55] Staff Report, p. 11; NBMC Section 20.52.020.
[56] Newport Beach Municipal Code ("NMBC"), Section 20.52.020.
[57] Staff Report, Attachment 1, Draft Resolution, p. 27.
[58] Refer to Pg. 68, Table 4: Comparison of Project Emissions to SCAQMD Offset Trigger Levels of Landfill Gas to Energy Plant Project Initial Study/MND City of Newport Beach
[59] Shukla 5/21/25 Comments, pp. 6-7.
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mitigation.[60] The Staff Report fails to rebut these conclusions or provide any new evidence demonstrating that NOx emissions would never exceed the threshold. The MND's less than significant conclusion therefore remains unsupported.

Residents' comments on the MND identified significant fire and hazards impacts which the MND failed to analyze or mitigate. The PSC also acknowledges significant hazards impacts from risk of upset associated with fire and explosion at the Project site, and recommends mitigation. But the PSC's proposed mitigation measures are not included as enforceable measures in either the MMRP or the Project's conditions of approval. These hazards impacts therefore remain significant and unmitigated.

The record before the Commission similarly lacks substantial evidence to support the conclusion that the Project would be adequately served by fire protection services. The Staff Report and July Responses fail to resolve this issue. The Applicant requested clarification from the Newport Beach Fire Department that the Project is adequately served by fire services.[61] The Applicant stated "We understand the Fire Marshall has expressed concerns about the possibility of an offsite fire reaching the facility due to the surrounding dry vegetation."[62] The Newport Beach Fire Department stated that "[t]he concern is not only an off-site fire reaching a facility but an on-site fire reaching the wildland urban interface, resulting [in] a fire expanding to the existing commercial and residential in the area."[63] The Fire Department recommended fuel modification measures which were implemented in the MND's Fuel Modification Plans pursuant to Mitigation Measure HAZ-1.[64] However, the record does not contain substantial evidence to support the conclusion that the mitigation measures for hazards and hazardous material impacts are sufficient to mitigate potentially significant hazards, fire, and wildfire impacts from the Project.

The record before the Planning Commission is also unsupported regarding whether the Fire Department has the capacity to put out "worst-case scenario jet fires [which] could affect vegetation up to 10 feet beyond the perimeter wall in the northeast portion of the site."[65] The Final MND concludes that, with the implementation of design features such as equipment layout, hazardous area classification, ignition source controls, fire and gas detection systems, process

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[60] *Id.*
[61] MND, Appendix L Service Provider Questionnaire Responses, p. L-9.
[62] MND, Appendix L Service Provider Questionnaire Responses, p. L-9.
[63] *Id.*
[64] MND, p. 106.
[65] MND, p. 101.
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control alarms, process control shutdowns, and emergency shutdown systems… impact of jet fires to the surrounding vegetation would be less than significant."[66] associated with the hazardous materials which will be used onsite. But, these measures are not included as enforceable mitigation.

Additionally, the Planning Commission cannot make the necessary findings for approval because the Resolution and the Final MND do not demonstrate compliance with conditions in the Newport Beach General Plan EIR including:

i. Policy NR 7.2 Source Emission Reduction Best Management Practices Require the use of Best Management Practices (BMP) to minimize pollution and to reduce source emissions.
ii. Policy NR 8.1 Construction Equipment Require developers to use construction equipment that use low polluting fuels, engines, and exhaust controls to the extent available and feasible.
iii. Policy NR 8.4 Non-Polluting and Non-Toxic Building Materials Require developers to use building materials, paints, sealants, mechanical equipment, and other improvements that yield low air pollutants and are nontoxic.[67]

The record before the Commission does not demonstrate that the Project is consistent with all applicable requirements of Municipal Code Section 20.52.020.[68] The Planning Commission therefore lacks substantial evidence to make the necessary findings to approve the Conditional Use Permit. The Project's impacts on air quality, public health, hazards, and noise must be fully disclosed and mitigated to provide the substantial evidence needed to approve the Project.

IV. CONCLUSION

There is substantial evidence supporting a fair argument that the Project will have potentially significant, unmitigated impacts on air quality, greenhouse gases, public health, hazards and noise. We urge the Planning Commission to continue this hearing and remand the Project to Staff to prepare an EIR to address the

[66] MND, p. 101.
[67] Newport Beach General Plan EIR, p. 4.19 - 4.21. http://newportbeachca.gov/PLN/General_Plan/GP_EIR/Volume_1/07_Sec4.2_Air_Quality.pdf.
[68] Staff Report, p. 8.
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impacts identified by Residents and its experts. These actions are critical to ensure that the Project complies with CEQA and all applicable laws, and to ensure that the health and safety of City residents and workers is protected.

Thank you for your attention to these comments. Please include them in the record of proceedings for the Project.

Sincerely,



Kelilah D. Federman
Christina Caro

CMC:ljl

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EXHIBIT A

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

WI #25-001

July 14th, 2025

Kelilah Federman
Adams Broadwell Joseph & Cardozo
601 Gateway Blvd., Suite 1000
South San Francisco, CA 94080

SUBJECT: Response to Comments on Archaea Landfill Gas Project

We are writing in response to the Response to Comments document for the Archaea Landfill Gas Project in the City of Newport Beach. The project involves the construction, operation, and maintenance of a new renewable natural gas processing plant and a pipeline interconnection facility. The approximately 4-acre site is located to the west of Newport Coast Drive and south of Highway 73. There are noise-sensitive uses flanking the site - Sage Hill School 1400 feet to the north and single-family houses as part of the Tesoro Crest gated community 1250 feet to the south. This letter is based on two documents – attachment number 6 of the Staff Report, prepared by Placeworks and dated July 9th 2025. This references the Response to Comments dated May 2024.

Wilson Ihrig is an acoustical consulting firm that has practiced exclusively in the field of acoustics since 1966. During our almost 58 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CadnaA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

Adverse Effects of Noise[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any

[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://iris.who.int/handle/10665/66217)

noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes) and it makes reading, paying attention, solving problems, and memorizing more difficult. This is why there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments.

Document Contains Unreported Significant Construction Noise Impacts

In our letter dated December 13th, 2024, we detailed how the Mitigated Negative Declaration (MND) contains unreported significant construction noise impacts, primarily due to construction noise lacking evaluation of a substantial increase. This concern – that construction noise would be considered significant if compared to thresholds based on existing noise levels – was not addressed and noise impacts remain significant and unmitigated. The MND states that the "combined construction noise levels from pipe installation and equipment installation would be 55 dBA Leq and 56 dBA Leq, respectively" (MND, page 127). Ambient daytime noise levels ranged from 38 to 48 dBA at the nearest noise measurement location to the single-family homes to the south (IS/MND, Table F of Appendix K). This would exceed the existing noise levels by 7 to 18 dB and result in a significant impact pursuant to CEQA since CEQA law requires project to avoid a "substantial temporary or permanent increase in ambient noise levels in the vicinity of the project" (MND, page 123). As noted in the MND, a 10 dBA increase is perceived as a doubling of the sound and thus would cause an adverse impact (MND, page K-5).

The selected construction noise threshold of 80 dBA is 42 dBA higher than the baseline noise conditions and threshold does not appear to take into account the baseline condition. While no impact threshold for substantial increase is specified in the City of Newport Beach General Plan or Municipal Code, it is the responsibility of the project applicant to assess the noise increase over ambient levels against the human response observations noted in the IS/MND, or against a 3 dBA or 5 dBA limit that is typically identified by other jurisdictions as the impact threshold. Whether a 3, 5, or 10 dBA threshold is selected to evaluate the significance of a substantial increase, based on the construction noise analysis presented in the IS/MND the noise increase would be substantial and significant. The Project results in potentially significant noise impacts which must be analyzed in an Environmental Impact Report (EIR) before the Project can be approved.

Conditions of Approval do not Mitigate Potential Noise Impacts

The Project is required to comply with Conditions 20 and 21. Conditions 20 and 21 do not resolve the aforementioned increase above ambient noise, and thus construction noise still results in a significant impact. Condition 20 states that "noise generated by the proposed use shall comply with the provisions of Chapter 10.26 (Community Noise Control), under Sections 10.26.025 (Exterior Noise Standards) and 10.26.030 (Interior Noise Standards), and other applicable noise control requirements" of the Newport Beach Municipal Code. However, section 10.26.035.D states that "Noise sources associated with construction, repair, remodeling, demolition or grading of any real property. Such activities shall instead be subject to the provisions of Chapter 10.28 of this title"[2] meaning that Condition 20 does not apply for construction noise.

Condition 21 states that construction activities "shall comply with Section 10.28.040" of the Newport Beach Municipal Code, which exempts noise-generating construction activities from section 10.28. of the code as long as construction occurs between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday. This, again, does not change the potential impact of this project since all construction work is planned during daytime hours. As such, these two conditions do nothing to reduce the potential for impacts due to construction noise there are presented in both this and our previous letter. As such, we believe there is a potential for a significant impact, and the construction noise issue should be studied more thoroughly in an EIR.

Very truly yours,
WILSON IHRIG



Jack Meighan
Associate

[2] Newport Beach Municipal Code 10.26.035
https://www.codepublishing.com/CA/NewportBeach/#!/NewportBeach10/NewportBeach1026.html#10.26

Attachment H

City Appeal Response Letter

TECHNICAL MEMORANDUM

DATE	September 26, 2025
TO	Joselyn Perez, Senior Planner
ADDRESS	Community Development Department 100 Civic Center Drive Newport Beach, CA 92660
CONTACT	949.644.3312 jperez@newportbeachca.gov
FROM	Dina El Chammas Gass, Senior Associate
SUBJECT	Response to Adams, Broadwell, Joseph & Cardozo 7/30/25 Appeal Letter Regarding the Coyote Canyon Landfill Gas to Energy Plant Project
PROJECT NUMBER	CNB-25.0

This memorandum has been prepared to address the letter dated July 30, 2025, from Adams, Broadwell, Joseph and Cardozo (ABJ&C) appealing the Newport Beach Planning Commission's July 17, 2025, decision to approve the Coyote Canyon Landfill Gas to Energy Project (PA2022-063) and adopt the project's Initial Study/Mitigated Negative Declaration (SCH No. 2024120012).

The draft IS/MND was circulated for a 45-day public review and comment period beginning on November 27, 2024, and ending on January 13, 2025. ABJ&C submitted two letters dated December 23, 2024, and January 13, 2025. Responses to the comments raised in those letters were included in the Response to Comment (RTC) document dated May 2025. In response to a public hearing notice for the May 22, 2025, Planning Commission meeting, ABJ&C then submitted an additional comment letter dated May 21, 2025. This letter was submitted outside the public review period for the IS/MND, and therefore the responses were not included in the formal RTC, however a response to this letter was included as Attachment 6 to the Planning Commission staff report dated July 17, 2025. The majority of issues raised in the May 21, 2025, letter were already raised in the previous letters, for which responses were provided in the RTC.

Similarly, the majority of issues raised in the July 30, 2025, appeal letter were already raised in the previous ABJ&C letters detailed above and responses have already been provided.

The following responses refer to the original responses provided in the RTC, which is available on the City's website at https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3162801&repo=CNB&dbid=0; and in Attachment 6 of the July 17, 2025, staff report, available at https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3175862&dbid=0&repo=CNB.

Air Quality Impacts from Fugitive Emissions and Leaks

ABJ&C once again notes that the proposed project would result in significant impacts from fugitive greenhouse gas emissions. This comment was addressed in the response to comment O2-11 in the RTC, and no additional issues were raised or substantiated. The RTC response describes the purpose of the project's Emergency Action Plan and South Coast Air Quality Management District's Rule 466 (Pumps and Compressors) which mitigate potential impacts from leaks through personal training; an inspection and monitoring program, including daily inspection rounds; and ongoing preventative maintenance. The site will also be equipped with leak detection sensors located throughout the site, alarms, and an automatic shutdown system.

Public Health and Hazards Impacts

ABJ&C again states that the risk of upset from fire, vapor clouds, and other accidents or operational upsets in systems such as the thermal oxidizer and flaring systems could result in significant impacts to public health. This comment was addressed in the response to comment O2-13 in the RTC.

ABJ&C noted that a Preliminary Site Consequence Assessment was referenced in the IS/MND and that this document was not provided to the public until the Planning Commission's July 2025 Staff Report. This is not in violation of CEQA because the public did have access to the document before the Planning Commission public hearing, where they had the opportunity to voice comments on the document. The public can comment on the IS/MND during the public review period and at public hearings. The Preliminary Site Consequence Analysis was uploaded to the City's website and available for public review at: https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3185637&dbid=0&repo=CNB.

ABJ&C notes that the IS/MND underreported impacts on sensitive receptors by omitting them from its analysis. The Preliminary Site Consequence Assessment addresses impacts to the Sage Hill High School, car passengers on Newport Coast Drive, and car passengers on State Route (SR) 73. Car passengers on SR-73 are closer to the project site than the closest residential receptors. Since there would be no impacts to car passengers on SR-73, there would be no impacts to residential receptors.

ABJ&C also notes that the Preliminary Site Consequence Assessment found significant impacts on the occupied county landfill building and surrounding vegetation. The Preliminary Site Consequence Assessment includes blast overpressure design requirements that mitigate impacts to the county building to less than significant. These measures will be implemented as part of the proposed project. Additionally, as shown in the response to comment O2-13 in the RTC, the fire risk to nearby vegetation is less than significant. The IS/MND includes mitigation measure HAZ-1 to reduce impacts from fires to less than significant. Mitigation HAZ-1 requires that a Conceptual Fuel Modification Plan (CFMP) be submitted to the Newport Beach Fire Department (NBFD) for review and approval in concurrence with project plan approval and prior to any site disturbances. The CFMP for the project was prepared and included as Attachment 4 of the July 17, 2025, Staff Report. The NBFD has reviewed and approved the CFMP and since the proposed project does not include any new landscaping, a Precise Fuel Modification Plan is not required. Additionally, the non-combustible wall, which will function as both a radiant and convective heat barrier, provides an additional mitigating factor alongside the vegetation management measures.

Greenhouse Gas Emission from Shutdowns

ABJ&C notes that emissions associated with the annual shutdown and 10 potential shutdown days per year may result in significant GHG emissions. This comment was addressed in the response to comment O2-13 in the RTC. In the event of unplanned shutdowns, the system is designed so that all valves close, and landfill

gas (LFG) would be rerouted to the existing LFG enclosed flares, which are separately owned and operated by OC Waste and Recycling. This scenario is the equivalent of reverting to baseline conditions.

Health Risk Impacts from Construction Emissions Are Underreported

ABJ&C once again asserts that the health risk analysis relied on a 9-month completion timeline instead of 12 months, thus truncating the analysis of emissions exposure by 3 months. This comment was addressed in the responses to comments O2-11 and O2-20 in the RTC.

Construction Noise Impacts

ABJ&C once again notes that the proposed project would result in excessive noise levels to nearby sensitive receptors. This comment was addressed in the response to comment O2-24 in the RTC, and no additional issues were raised or substantiated in the most recent letter.

Municipal Code Violations

ABJ&C states that the Planning Commission lacked substantial evidence to support the findings required for approval of the Conditional Use Permit for the proposed project. ABJ&C notes that they provided substantial evidence supporting a fair argument that the project results in significant air quality, health risk, greenhouse gas emissions, and noise impacts. These comments have been addressed above.

ABJ&C also notes that the project may not be adequately served by fire protection services and that NBFD may not be able to extinguish worst-case scenario jet fires because the fire protection measures that will be implemented as part of the project are not enforceable mitigation. Fire protection features that are federal, state, and local regulatory requirements or are part of the project design do not need to be included in the CEQA document as mitigation measures. However, the preparation of the Fuel Modification Plan was included as Mitigation Measure HAZ-1 in the IS/MND.

NBFD was consulted during the CEQA process and visited the site to mark the trees that need to be removed to ensure fire safety. The recommendation for the removal of trees is based on spacing, health, and species per direction from the Fire Marshal. A tree information matrix is in Appendix C of the IS/MND that shows which trees will remain and which will be removed. The CFMP prepared for the project was based on the Fire Marshal's tree removal directions and follows NBFD's Guideline G.02. The IS/MND and the CFMP were both reviewed by NBFD, and the final Fuel Modification Plan will be approved by the NBFD as part of the plan check process. Additionally, the preliminary Emergency Action Plan (EAP), which outlines fire hazards, techniques to control or extinguish fires, and emergency evacuation and response procedures, was included as Appendix H of the IS/MND. The final EAP would be reviewed and approved by NBFD as provided pursuant to Condition of Approval No. 32. NBFD is also involved in the development review process to ensure that necessary fire prevention and emergency response features are incorporated with the design of the project. Also, all site improvements and building construction would be reviewed and approved by NBFD before the City issues building permits and the certificate of occupancy.

The Appellant identified that Condition of Approval No. 33 of the Planning Commission resolution No. PC2025-008 allowed trucks and heavy equipment idling up to 30 minutes, conflicting with Policy NR 8.1 of the General Plan. Condition of Approval no. 33 was a standard condition, intended to implement best available control measures during construction. As described in response to comment O2-16, nonessential idling of off-road equipment shall be limited to five minutes, consistent with California Air Resources Board Rule 2485, and the Conditions of Approval have been updated.

CITY OF

NEWPORT BEACH

City Council Staff Report

October 14, 2025
Agenda Item No. 18

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov
PREPARED BY:	Tara Finnigan, Assistant City Manager / Acting Human Resources Director - 949-644-3035, tfinnigan@newportbeachca.gov
TITLE:	Appointment of Lena Shumway as City Clerk and Approval of Employment Agreement

ABSTRACT:

Concurrent with the retirement of former City Clerk Leilani Brown in June of this year, the City of Newport Beach initiated a recruitment process, with the assistance of an executive search firm, to identify and hire a new city clerk. For the City Council's consideration is the appointment of Lena Shumway as city clerk effective October 20, 2025, and a proposed employment agreement between the City of Newport Beach and Ms. Shumway.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Pursuant to Charter Section 600, appoint Lena Shumway as City Clerk for the City of Newport Beach effective October 20, 2025; and

c) Approve and authorize the Mayor and City Clerk to execute an employment agreement between the City of Newport Beach and Lena Shumway, subject to the terms and conditions approved by the City Council.

DISCUSSION:

City Clerk Position

Pursuant to Article VI, Section 600 of the Newport Beach City Charter, the city clerk is appointed by and serves at the pleasure of the City Council. The city clerk's responsibilities are listed in Charter Section 603. They include attending Council meetings and maintaining official meeting records; maintaining other important records such as ordinances, resolutions and contracts; administering oaths of office; overseeing municipal elections; and serving as custodian of the City seal.

Recruitment Process

Last spring, former City Clerk Leilani Brown announced that she would retire in June of this year and the City commenced a recruitment process to identify her successor.

The process was led by an executive recruitment firm, which managed the recruitment's marketing and outreach, the vetting of applications, and selecting which candidates would be interviewed. Candidates were first interviewed by panels of City staff members. Those that successfully passed that stage were invited to interview with the City Council. Lena Shumway emerged as the top candidate. The City Council directed staff to negotiate an agreement with Ms. Shumway for its consideration.

Proposed Appointment and Employment Agreement

Staff recommends the City Council appoint Lena Shumway as city clerk effective October 20, 2025, and approve the proposed employment agreement between the City and Ms. Shumway. Key points of the proposed employment agreement are as follows:

- **Term of Employment**: October 20, 2025, through December 31, 2028
- **Compensation and Benefits:**
    - Annual Base Salary: $200,977
        - Adjustments to Base Salary – Cost of Living: Same as Key & Management employees.
    - Deferred Compensation: Effective the pay period that includes October 20, 2025, a bi-weekly contribution of 3% of employee's base salary to employee's City-sponsored 457 deferred compensation account.
    - Annual Physical Exam: Reimbursement for an annual physical exam of up to $1,000.
    - Phone Allowance: A phone allowance equal to the phone allowance provided to management employees.
    - Auto Allowance: An auto allowance of $400 per month.
    - Administrative Leave: Effective October 20, 2025, employee will receive 40 hours of paid administrative leave. Effective January 1, 2026, employee will receive 80 hours of administrative leave per calendar year. Unused administrative leave hours do not carry over at the end of the calendar year.
    - Flex Leave: Employee will accumulate flex leave as provided for in the Key & Management Compensation Plan, executive management category at the rate designated for employees with years of service in the "15 and over" category.
    - Flex Leave Cap: 400 hours
    - Severance Benefit: A severance of up to 6 months of base salary and medical benefits (See Section 7 of Employment Agreement.)
    - Additional Benefits: Unless otherwise provided for in the agreement, employee will receive the same benefits as those provided to executive management employees under the Key & Management Compensation Plan and/or the Employee Policy Manual.

Lena Shumway's Professional Experience and Education

Ms. Shumway has more than 15 years of experience serving municipal governments in administrative and city clerk roles. She is currently employed by the City of Commerce as its city clerk and director of administrative services. In that role, she oversees council and commissioner support services, administrative services, customer service, public information and the City Clerk's Office. Ms. Shumway previously served as the assistant city clerk for the City of Lomita and city clerk / municipal court administrator for the City of Fernley, Nevada. She holds a master's degree in political science with an emphasis on public administration and earned the master municipal clerk certification from the International Institute of Municipal Clerks.

FISCAL IMPACT:

The adopted budget includes sufficient funding to cover the cost of the proposed Employment Agreement.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Employment Agreement

ATTACHMENT A

CITY OF NEWPORT BEACH
CITY CLERK - EMPLOYMENT AGREEMENT

This CITY CLERK EMPLOYMENT AGREEMENT ("Agreement") is made as of October 14, 2025 ("Effective Date"), and is entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("Employer" or "City") and LENA SHUMWAY ("Employee"), an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Pursuant to Section 600 of the City Charter, the City Council is charged with appointing the City Clerk.

C. Following a screening of those people eligible for appointment as City Clerk, the City Council has determined that Employee is the most qualified to be City Clerk.

D. The City desires to employ Employee as the City Clerk and to enter into this Agreement with Employee upon the terms and conditions set forth in this Agreement.

E. Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

SECTION 1: Term

A. Employee shall become City Clerk on October 20, 2025, and this Agreement shall terminate on December 31, 2028, subject to the City's right to terminate Employee's employment at any time as provided for in this Agreement, and Section 600 of the City Charter.

B. City's election not to extend this Agreement past December 31, 2028, shall not entitle Employee to Severance pursuant to Section 7 of this Agreement.

SECTION 2: Duties and Authority

Employer agrees to employ Employee as City Clerk to exercise the powers and authority and to perform the functions and duties specified in the Newport Beach City Charter, the Newport Beach Municipal Code ("NBMC") and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as Employer, by its City Council, may legally assign.

SECTION 3: Compensation and Performance Evaluation

A. Employer agrees that Employee's annual base salary shall be Two Hundred Thousand Nine Hundred Seventy-Seven Dollars and no/100 ($200,977.00) ("Base Salary"), which shall go into effect October 20, 2025.

B. After the Effective Date of this Agreement, the Base Salary shall be adjusted based on the percentage salary schedule/cost-of-living adjustment, if any, approved by the City Council for Key and Executive Management Employees, as outlined in the Key and Management Compensation Plan ("Compensation Plan"), and shall be paid in the same manner. The Parties expressly agree that the salary schedule for the City Clerk position, as adopted by the City Council via resolution, shall be adjusted as necessary to ensure that the Base Salary remains within the approved salary range for the position.

C. The Base Salary, as adjusted, and compensation payable to Employee pursuant to this Agreement shall be subject to deductions and withholdings of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on Employer's normal paydays for the City Manager, City Attorney, City Clerk and any Department Directors not covered by collective bargaining agreements ("Executive Management Employees"). Employer shall also deduct sums Employee is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement including, but not limited to, deductions for contributions to the LIUNA Supplemental Pension.

D. Employer, by the City Council, and Employee may set mutually agreed upon objectives for each year under this Agreement. Employer, by the City Council, may elect to conduct an evaluation of Employee's performance at any time or times during the period in which this Agreement remains in effect.

SECTION 4: Employee Benefits

A. Flex Leave. Employee shall accumulate Flex Leave as provided in the Compensation Plan, Executive Management category, at the rate designated for Employee's years of service in the "15 and over" category. Employee's maximum accrual for Flex Leave is limited to 400 hours. No Flex Leave shall further accrue beyond said maximum. The right to sell back accumulated Flex Leave shall be the same as other Key and Management Employees and shall comply with the Leave Sellback provisions set forth in the Compensation Plan.

B. Administrative Leave. Effective October 20, 2025, Employee shall be awarded forty (40) hours of paid Administrative Leave. Effective January 1, 2026, Employee shall be awarded eighty (80) hours of paid Administrative Leave. Thereafter, Employee shall be entitled to eighty (80) hours of paid Administrative Leave per calendar year and shall be credited with said leave the first pay period in January of each calendar year. Administrative Leave will not accrue from calendar year to calendar year and must be used each calendar year or no additional entitlement above eighty (80) hours of paid Administrative Leave shall arise or occur. Upon separation from employment, Employee shall be entitled to payment of any hours remaining of the eighty (80) hours of paid Administrative Leave that were not used in the calendar year. Consistent with the Compensation Plan, there is no right to sell back any accumulated Administrative Leave.

C. Additional Benefits. Unless otherwise provided in this Agreement, Employee shall receive the same benefits as are available to Executive Management Employees under the Compensation Plan and/or Employee Policy Manual ("EPM"), including, but not limited to, the LIUNA Supplemental Pension, cafeteria benefits, IRS Section 125 Flexible Spending Accounts, short-term and long-term disability plans, life insurance plans, holiday pay, holiday closure leave, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or takes action changing these benefits under the Compensation Plan and/or EPM. Employee expressly agrees that she shall be subject to the same terms, conditions, and restrictions applicable to such benefits, and to the same extent as any other Executive Management Employees including, but not limited, to the provisions related to vesting in the LIUNA Supplemental Pension plan.

D. Annual Physical Exam. Employee may undergo an annual physical examination each calendar year, and City shall reimburse Employee for the actual cost of the examination up to a maximum of One Thousand Dollars ($1,000).

E. Automobile Allowance. Employee's duties require Employee to be available and to respond to demands of City business at all times and outside of regular business hours,

including weekends. Employer shall, therefore, pay to Employee an automobile allowance of Four Hundred Dollars ($400) per month to respond to these demands of City business.

F. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any Executive Management Employee.

G. Deferred Compensation. Employer shall contribute to Employee' s City - sponsored 457 deferred compensation account as follows: Effective the pay period that includes October 20, 2025, Employer shall contribute Three Percent (3%) of Employee' s Base Salary, biweekly, towards Employee' s deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's defined contribution plan account. If Employee's account contributions reach the annual maximum, the City will stop making contributions for the remainder of the calendar year and will not owe Employee any additional compensation related to this Section.

City contributions to the deferred compensation account shall cease immediately upon Employee' s separation from employment with the City.

H. Retirement - CalPERS. Employee's retirement contributions shall be the same as and shall be tied to the retirement contributions required by Tier II non-safety employees covered by the Compensation Plan, which, as of July 22, 2025, is eight percent (8%) of compensation earnable. If there are changes to the retirement contributions required by Tier II non-safety employees covered by the Compensation Plan, as set forth in a council-approved Compensation Plan, during the term of this Agreement, this Agreement shall be deemed amended and Employee will be subject to the same formula or percentage contribution as is applied to the Tier II non-safety Executive Management Employees covered under the Compensation Plan and for the same duration.

Employee retirement contributions that are in addition to the normal CalPERS Member Contribution shall be calculated on Base Salary, special pays, and other pays normally reported as "PERSable" compensation (known either as compensation earnable or pensionable compensation) and will be made on a pre-tax basis through payroll deduction, to the extent allowable by law. The Parties agree that the City will not report as special compensation the value of any Employer Paid Member Contribution. No compensation paid pursuant to Section 7(a) shall be "PERSable" compensation.

SECTION 5: General Business Expenses

A. Employer recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to Employer. Employer agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to Employer's normal expense reimbursement procedures, or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employer agrees to budget and pay for dues, membership and subscriptions of Employee necessary for continuation and participation in professional organizations as Employer and Employee may agree from time to time.

C. Employer agrees to budget and reimburse Employee or pay for reasonable costs for attendance and participation in meetings, institutes, training programs, conferences, conventions and similar gatherings that support leadership development and the advancement of Employer and Employee's mutually agreed upon goals, and which are related to Employee's duties or Employer's operations which are held in the continental United States and arranged in accordance with the City's Travel Policy.

D. The expenses to be budgeted and paid in this Section 5, Paragraphs A, B, and C above, are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Council. Employer will separately budget and pay for membership and participation in community, civic or other organizations or events in which Employer requires Employee to participate.

SECTION 6: At-Will Employment Relationship

A. Consistent with Article VI of the City Charter, Section 600, Employee is appointed by and serves at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate this Agreement and the employment of Employee at any time, with or without Cause (as defined below), and with or without notice. Employer shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except as provided in Section 7, Severance and Benefit Payoff at Termination and General Release Agreement, below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from Employee's employment with Employer, subject only to

Employee providing a minimum of forty-five (45) calendar days prior written notice to Employer of the effective date of Employee's resignation. Upon the effective date of resignation, Employee forfeits all compensation and benefits owing for the remainder of the term of this Agreement.

SECTION 7: Severance

A. Termination Without Cause. Except as set forth in Section 1, and notwithstanding any other provision of this Employment Agreement or applicable law, if Employer terminates this Agreement (thereby terminating Employee's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, and if Employee signs, delivers to the City Council, and does not revoke the Agreement of Separation, Severance and General Release Agreement approved by the City Attorney to ensure all potential claims associated in any way with Employee's employment are released, as determined in the sole discretion of the City Attorney, then Employer shall pay Employee beginning on the effective date of termination a cash settlement equal to the lesser of: (1) Employee's monthly Base Salary and the current applicable monthly cafeteria allowance provided in the Compensation Plan, multiplied by the number of months remaining on the unexpired term of Employee's Agreement; or (2) Employees monthly Base Salary and the current applicable monthly cafeteria allowance provided in the Compensation Plan multiplied by six (6). In no event shall Employee receive a cash settlement that is greater than the monthly Base Salary of Employee and the current applicable monthly cafeteria allowance provided in the Compensation Plan multiplied by the number of months left on the unexpired term of the Agreement.

The lump sum payment described in this Section 7 (A) shall be referred to herein as "Severance."

B. Termination With Cause. If Employer terminates this Agreement (thereby terminating Employee's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, Employee shall not be entitled to any additional compensation or payment, including Severance, as provided for in Section 7.

As used in this Agreement, Cause shall only mean any of the following:

- Conviction of a felony;
- Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

- Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.

- Willful abandonment of duties;

- Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body; and/or

- Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of Employer or its organizational units; (b) is detrimental to employees or public safety; or (c) violates properly established rules or procedures of Employer.

C. Resignation. If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any additional compensation or payment, including Severance.

D. Accrued Leave. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and unused Administrative Leave.

SECTION 8: Employee's Obligations and Hours of Work

Employee shall devote Employee's full energies, interests, abilities and productive time to the performance of this Agreement and utilize Employee's best efforts to promote Employer's interests. Employee's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside normal office hours, including attendance at City Council meetings. Employee's Base Salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Employee will need to devote outside normal office hours to business activities of Employer and the exempt salaried nature of the employment, Employee is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Employee's participation in activities out of the office, Employee will generally be expected to keep office hours at City Hall, Monday through Friday, during normal business hours. Notwithstanding the foregoing, Employee shall be authorized to work a 9/80 schedule and shall have the flexibility to modify the day she takes the 9/80, if it is within the same pay period.

SECTION 9: Confidentiality

Employee acknowledges that in the course of Employee's employment contemplated herein, Employee will be given or will have access to privileged, confidential and proprietary documents and information relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Employee that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Employee shall hold the Confidential Information in trust for City's benefit and shall not disclose the Confidential Information to others without the express written consent of City. The obligations of Employer and Employee under this Section 9 shall survive the termination of this Agreement.

SECTION 10: Outside Activities

Employee shall not engage in any employment, activity, consulting service or enterprise for compensation, or otherwise, which is, actually or potentially, inconsistent, incompatible, in conflict, inimical to or which materially interferes with Employee's duties and responsibilities to Employer. (Government Code Sections 1125 through 1129)

SECTION 11: Indemnification

A. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This Section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee. (Government Code Sections 825, 995, et. seq.)

B. Notwithstanding the foregoing, and consistent with Sections 53243 through 53243.3 of the Government Code, Employee shall be required, if convicted of a crime involving an abuse of Employee's office or position, to fully reimburse the City for: (1) any paid leave salary offered by the City to the Employee; (2) any funds provided for the legal criminal defense of the Employee; (3) any cash settlement related to the termination that Employee may receive; and (4) any other payments received by Employee from City that in any way relate to the foregoing.

SECTION 12: Other Terms and Conditions of Employment

Employer may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

SECTION 13: Notices

A. Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:
City of Newport Beach c/o City Manager
100 Civic Center Drive
Newport Beach, California 92660

EMPLOYEE:
Lena Shumway
at the home address then shown in Employer's files.

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

SECTION 14: General Provisions

A. Integration. This Agreement sets forth the final, complete and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, Employee's employment is subject to Employer's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and Employee's employment is, and will continue to be, at the will of the City Council.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Charter provisions, Codes, Ordinances, Policies and Resolutions.

D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

E. Conflict with City Charter or Municipal Code. In the event of a conflict between the provisions of this Agreement and the City Charter, or this Agreement and the NBMC, the City Charter or the NBMC shall prevail over this Agreement. All other City personnel ordinances, resolutions, rules, and policies shall apply to Employee in the same manner as applied to other Executive Management Employees.

F. Employee's Independent Review. Employee acknowledges that Employee has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement. Employee acknowledges that Employee has been advised to obtain and has availed oneself of legal advice with respect to the terms and provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF NEWPORT BEACH,
a California municipal corporation

By:_____
Joe Stapleton, Mayor

Date: October 14, 2025

EMPLOYEE,
An Individual,

By:_____
Lena Shumway

Date: October 14, 2025

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By:_____
Aaron C. Harp,
City Attorney

ATTEST:

By:_____
Molly Perry,
Interim City Clerk

[END OF SIGNATURES]