



**CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA**

**JANUARY 13, 2026
COUNCIL CHAMBERS - 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660**

**STUDY SESSION- 4:00 PM (PUBLIC WELCOME)
REGULAR CITY COUNCIL MEETING FOLLOWING STUDY SESSION**

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

**SEIMONE JURJIS, City Manager
AARON C. HARP, City Attorney
LENA SHUMWAY, 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 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 at 100 Civic Center Drive or online at newportbeachca.gov/agendas. 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.

The City of Newport Beach's goal is to fully comply with the Americans with Disabilities Act (ADA). If you require special assistance to participate in this meeting, we will attempt to accommodate you in every reasonable manner. Please contact City Clerk staff prior to the meeting at 949-644-3005 or cityclerk@newportbeachca.gov so that reasonable accommodations can be made.

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

II. **STUDY SESSION**

- **Wireless Telecommunications Facilities:** to improve telecommunications connectivity citywide, staff will present potential code amendments and policy changes related to personal wireless service facilities in the public right-of-way and identify opportunities to partner with carriers on City-owned properties. Staff will also seek City Council feedback on potential changes to regulations for personal wireless service facilities on private property.

INVOCATION

Dave Manne, Pastor Emeritus - Calvary Chapel of Costa Mesa

PLEDGE OF ALLEGIANCE

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.

**CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL
ON COMMITTEE ACTIVITIES**

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

- **Consider temporarily suspending Finance Committee meetings, and related appointments, while a City Council Ad Hoc Committee, consisting of up to three members appointed by the Mayor, evaluates the best ways to enhance transparency, accountability and efficient use of City resources, broaden policy perspectives, and increase public engagement in discussions relating to the fiscal governance and financial status of the City (Mayor Kleiman).**

PUBLIC COMMENTS ON CONSENT CALENDAR

This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 17). 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.

IV. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. Reading of Ordinances

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

2. Minutes for the December 9, 2025, City Council Meeting

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

[Minutes](#)

ORDINANCES FOR ADOPTION

3. Ordinance No. 2025-37: Amending Various Positions of the Newport Beach Municipal Code to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments

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 the reassignment of 67.5 full-time equivalent Public Works Department/ Municipal Operations Division position to the Municipal Operations Department; and

c) Conduct second reading and adopt Ordinance No. 2025-37, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach Municipal Code to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments.*

[Staff Report](#)

[Attachment A - Ordinance No. 2025-37](#)

[Attachment B - Municipal Operations Department Personnel](#)

RESOLUTIONS FOR ADOPTION

4. Resolution No. 2026-1: Updating the List of Designated Employees for 2026 Under the City's Conflict of Interest 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) Adopt Resolution No. 2026-1, A Resolution of the City Council of the City of Newport Beach, California, Updating the Appendix of Designated Employees and Appendix of Disclosure Categories of the City of Newport Beach Conflict of Interest Code.

[Staff Report](#)

[Attachment A - Resolution No. 2026-1](#)

[Attachment B - Exhibit 1 \(redline\)](#)

5. Resolution No. 2026-2: Proclaiming the Termination of the Local Emergency Declared on October 22, 2025

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. 2026-2, *A Resolution of the City Council of Newport Beach, California, Proclaiming the Termination of the Local Emergency Declared on October 22, 2025, Related to the Seepage of Methane Gas and Oil Intrusion Into a Residential Structure Located At 3606 Marcus Ave.*

[Staff Report](#)

[Attachment A – Resolution No. 2026-2](#)

CONTRACTS AND AGREEMENTS

6. Amendment to On-Call Services Agreement with Vortex Services, LLC, for Pipe Lining Services

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 On-Call Maintenance/Repair Services Agreement with Vortex Services, LLC, for On-Call Pipe Lining Services, and increase the contract amount by \$750,000, and authorize the Mayor and City Clerk to execute the Agreement.

[Staff Report](#)

[Attachment A – Amendment No. 1](#)

7. Amendment to On-Call Services Agreement with Superior Electric Motor Service, Inc, for Electric Motor Repair Services

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 On-Call Maintenance Services Agreement with Superior Electric Motor Service, Inc., and increase the contract amount by \$100,000, and authorize the Mayor and City Clerk to execute the Agreement.

[Staff Report](#)

[Attachment A - Amendment No. 1](#)

8. Approval of On-Call Professional Services Agreements for Civil Engineering Services

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 On-Call Professional Services Agreements with Stantec Consulting Services, Inc., DMc Engineering, and Q3 Consulting, Inc. for professional Civil Engineering planning, design and construction support services, with each agreement being for a term of five-years and a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreements.

[Staff Report](#)

[Attachment A - PSA with Stantec Consulting Services, Inc.](#)

[Attachment B - PSA with DMc Engineering](#)

[Attachment C - PSA with Q3 Consulting, Inc.](#)

9. Amendment to Landscape Services Agreement for Medians and Roadsides with Brightview Landscape Services, Inc. (Contract No. 8651-1)

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,

b) Approve Amendment Two to the Maintenance and Repair Services Agreement with Brightview Landscape Services, Inc. for Landscape Services for Medians and Roadsides to increase the on-call portion of the contract by \$2,000,000 for a new on-call not-to-exceed amount of \$6,380,068 and a total not-to-exceed amount of \$21,249,760 and authorize the Mayor and City Clerk to sign the amendment.

[Staff Report](#)

[Attachment A - Amendment No. 2](#)

10. Corporation Yard, Utility Yard and Oilfield Gate Rehabilitation - Notice of Completion for Contract No. 9749-1

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

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

[Staff Report](#)

[Attachment A - Location Map](#)

MISCELLANEOUS

11. Accept a Restricted Donation from the Newport Beach Police Foundation and Approve Purchase of New Patrol Rifles

- 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) Accept a restriction donation in the amount of \$190,000 from the Newport Beach Police Foundation for the purchase of new patrol rifles and related equipment;
- c) Approve Budget Amendment No. 26-046 increasing revenue in account 01035352-561005 and appropriating \$190,000 to expenditure account 01035352-841023; and
- d) Approve a sole source procurement of 120 patrol rifles and related equipment from SIONICS Weapon Systems of Tucson, Arizona and authorize the City Manager to execute a purchase order in the amount not to exceed \$190,000.

[Staff Report](#)

[Attachment A - Donation Letter from the Newport Beach Police Foundation](#)

[Attachment B - Budget Amendment No. 26-046](#)

12. Via Lido Sewer Main Lining - Notice of Completion for Contract No. 9438-1

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

[Staff Report](#)

[Attachment A - Location Map](#)

13. Budget Amendment to Accept a Check from the California Library Literacy Services and Appropriate the Funds to the Library's Fiscal Year 2025-26 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;

b) Accept a check in the amount of \$41,935 from the California Library Literacy Services and approve Budget Amendment No.26-040 to increase expenditure by the same amount in the Literacy accounts.

[Staff Report](#)

[Attachment A - Budget Amendment](#)

14. Authorizing Receipt of Services Under the Regional Early Action Planning (REAP) 2.0 Program for Housing Element Implementation

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) Authorize the City Manager to sign the Regional Early Action (REAP) 2.0 Project Funding Letter Agreement on behalf of the City Council.

[Staff Report](#)

[Attachment A - Regional Early Action Planning \(REAP\) 2.0 Project Funding Letter Agreement](#)

[Attachment B - Houseal Lavigne Proposed Project Approach](#)

15. Grants and Donations Report for the Quarter Ending December 31, 2025

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) Receive and File

[Staff Report](#)

16. Ground Emergency Medical Transport Intergovernmental Transfer Voluntary Participation for Calendar Year 2026

- 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 the City of Newport Beach's voluntary participation in the PP-GEMT-IGT program per AB 1705 for Calendar Year 2026, and authorize the City Manager to execute the Public Provider Intergovernmental Transfer Program for Ground Emergency Medical Transportation Services Certification Forms and pay all necessary invoices.

[Staff Report](#)

[Attachment A- Certification for CY 2026 PP-GEMT-IGT Program](#)

[Attachment B-CY 2026 Invoice No. 1](#)

[Attachment C – Public Notice](#)

17. Confirmation of Nominations to Fill Two (2) Unscheduled Vacancies on the Water Quality/Coastal Tidelands 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 physical change to the environment, directly or indirectly; and
- b) Confirm nominations for (2) two vacancies on the Water Quality/Coastal Tidelands Committee.

[Staff Report](#)

[Attachment A - Applications](#)

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

VI. CURRENT BUSINESS

18. Professional Services Agreement with Kimley-Horn and Associates, Inc. for Preparation of the Airport Area Specific Plan (PA2025-0035)

- 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 the Professional Services Agreement with Kimley Horn and Associates, Inc. for the Airport Area Specific Plan in an amount not-to-exceed \$612,398 in a form substantially similar to the agreement attached to the staff report; and
- c) Approve Budget Amendment No. 26-047 to record a budget transfer of \$102,159.01 from the General Fund to the General Fund CIP Fund where it will be expensed from 01201928-980000-20M11.

[Staff Report](#)

[Attachment A - Professional Services Agreement with Kimley-Horn and Associates, Inc.](#)

[Attachment B - Work Plan Summary](#)

[Attachment C- Budget Amendment](#)

19. Sculpture Exhibition in Civic Center Park - Phase X

- 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 10 sculptures and their placement and four alternate sculptures within Civic Center Park as selected by the public and recommended by the City Arts Commission for the temporary sculpture exhibit.

[Staff Report](#)

[Attachment A - Newport Beach Civic Center Sculpture Exhibition Phase X Recommended Selections](#)

VII. 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.

PUBLIC COMMENTS ON CLOSED SESSION

VIII. CLOSED SESSION

**A. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - INITIATION OF LITIGATION**

Government Code § 54956.9 (d)(4): 1 matter.

**B. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION**

(Government Code § 54956.9(d)(1)): 1 matter.

Newport Beach Stewardship Association v. City of Newport Beach
Orange County Superior Court Case No. 30-2024-01428295
California Court of Appeals Case No. G065816

CLOSED SESSION REPORT

ADJOURNMENT

Written Comments Received on Agenda and Non-Agenda Items after Agenda Posting

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.

CITY OF NEWPORT BEACH

**City Council Meeting Minutes
Regular Meeting
December 9, 2025**

I. ROLL CALL – 5:00 p.m.

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

INVOCATION – Mayor Stapleton

PLEDGE OF ALLEGIANCE – Fire Chief Jeff Boyles

II. PRESENTATIONS

- Proclamation for Mike Zimmerman, The President of The Friends of OASIS

Mayor Stapleton presented the proclamation to Mike Zimmerman honoring his leadership and years of service.

- Proclamation Honoring the Corona Del Mar "3rd Thursdays" Volunteers

Mayor Stapleton presented the proclamation to Kelly Galligan, Kirstie Acevedo, Nick Hampton, Brandy Valdez, Tani Ahmed, Jeremy Evans, Gina Klebanoff, Amber Johnson, and Ashley Johnson and recognized their unwavering dedication to the success of 3rd Thursdays.

Mayor Pro Tem Kleiman expressed gratitude for the volunteers who make 3rd Thursdays possible, emphasizing that their dedication and hard work bring the community and local businesses together and highlighted the event's success in fostering stronger community connections and engagement.

- Proclamation Honoring Tom Johnson for his Contributions to the City

Mayor Stapleton presented the proclamation to Tom Johnson, owner and publisher of Stu News and highlighted his lasting impact on the local community.

- Mt Rushmore of Newport Beach presented by Bill Lobdell and Tom Johnson.

Bill Lobdell and Tom Johnson presented slides highlighting the “four pillars” of Newport Beach.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Keith Curry spoke against the proposal for a study session on alternative investment options for pension funds.

Jim Mosher questioned if there were any recommendations from Council Policy Review Committee and suggested amending Council Policy A-1.

Dorothy Larson thought Councilmember Grant was most qualified to be the next mayor pro tem.

An unidentified speaker presented Mayor Stapleton with a gift.

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

Councilmember Barto

- Attended the annual OASIS Thanksgiving Luncheon.

Mayor Pro Tem Kleiman

- Attended the Paint the Town event at Sherman Library & Gardens.

Mayor Stapleton

- Toured the Port of Long Beach to view the unsuitable material deposit site for harbor dredging.
- Attended the Newport Beach Association of REALTORS awards ceremony.
- Highlighted Marina Park's 10-year anniversary.
- Attended the 47th Annual Corona del Mar Christmas Walk.

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

- Consider conducting a Study Session to evaluate investment options for the City's surplus revenues or other funds, including whether amounts currently contributed to CalPERS above the required minimum should be redirected into alternative investments. The Study Session would include presentations from independent subject-matter experts in public-sector investment strategies and institutional asset management (Councilmembers Erik Weigand and Sara J. Weber.)

Approved unanimously by a Straw Vote, 7-0.

PUBLIC COMMENTS ON CONSENT CALENDAR

Jim Mosher commented on fees imposed within Agenda Item No. 3 (*Ordinance No. 2025-35: Repealing and Replacing Chapter 12.56 (Bicycles - Registration and Regulations) of the Newport Beach Municipal Code - Second Reading*) and was not supportive of adjusting the November meeting schedule as proposed in Agenda Item No. 6 (*Resolution No. 2025-86: Setting City Council Regular Meeting Dates for Calendar Year 2026*).

Adam Leverenz spoke on Agenda Item No. 4 (*Ordinance No. 2025-36 Approving the MacArthur Court Development Agreement*) and encouraged increasing in-lieu fees, spoke on Agenda Item No. 5 (*Resolution No. 2025-84: Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach City Employees Association and Amending the Salary Schedule; and Resolution No. 2025-85: Approving a Revised Salary Schedule for the Part Time Employees Association of Newport Beach*) and thought that employees should contribute to their own pensions and spoke on operational costs associated with Agenda Item No. 12 (*Amendment No. Two to Memorandum of Understanding Between the Cities of Costa Mesa and Newport Beach for the Costa Mesa Bridge Shelter*).

Utilities Director Mark Vukojevic referenced a slide and gave a brief update on the progress of recent oil well mitigation efforts.

IV. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. Minutes for the November 18, 2025 City Council Meeting

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

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 ADOPTION

3. Ordinance No. 2025-35: Repealing and Replacing Chapter 12.56 (Bicycles - Registration and Regulations) of the Newport Beach Municipal Code - 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 a second reading and adopt Ordinance No. 2025-35, *An Ordinance of the City Council of the City of Newport Beach, California, Repealing and Replacing Chapter 12.56 (Bicycles - Registration and Regulations) of the Newport Beach Municipal Code.*

4. Ordinance No. 2025-36 Approving the MacArthur Court Development Agreement

- a) Find the adoption of the ordinance is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699); and
- b) Conduct second reading and adopt Ordinance No. 2025-36, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Development Agreement for the MacArthur Court Project located at 4665, 4675, 4680, 4685 and 4695 MacArthur Court, and 4770 Campus Drive (PA2025-0090).*

RESOLUTIONS FOR ADOPTION

5. Resolution No. 2025-84: Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach City Employees Association and Amending the Salary Schedule; and Resolution No. 2025-85: Approving a Revised Salary Schedule for the Part Time Employees Association of Newport Beach

- 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 2025-84: *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach City Employees Association and Amending the Salary Schedule;*
- c) Adopt Resolution 2025-85: *A Resolution of the City Council of the City of Newport Beach, California, Approving a Revised Salary Schedule for the Part Time Employees Association of Newport Beach;*
- d) Approve Budget Amendment No. 26-041, appropriating \$523,605.04 in increased expenditures in various City division salary and benefit accounts from the General Fund and the Water Enterprise Fund to fund the agreement with the Newport Beach City Employees Association; and
- e) Approve Budget Amendment No. 26-044, appropriating \$45,642.61 in increased expenditures in various City division salary and benefit accounts from the General Fund to fund positions in the Part-Time Employees Association of Newport Beach.

6. Resolution No. 2025-86: Setting City Council Regular Meeting Dates for Calendar Year 2026

- 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. 2025-86, *A Resolution of the City Council of the City of Newport Beach, California, Setting the Time and Dates of City Council Regular Meetings for Calendar Year 2026.*

CONTRACTS AND AGREEMENTS

- 7. Amendment No. One to On-Call Service Agreements with GCI Construction, Inc. and T.E. Roberts, Inc. for Water, Wastewater and Storm Drain Services**
 - 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 Mayor and City Clerk to execute Amendment No. One to the On-Call Maintenance and Repair Services Agreement with GCI Construction, Inc. to increase the agreement amount by \$1,000,000, for a total not-to-exceed amount of \$2,500,000; and
 - c) Authorize the Mayor and City Clerk to execute Amendment No. One to the On-Call Maintenance and Repair Services Agreement with T.E Roberts, Inc. to increase the agreement amount by \$1,000,000, for a total not-to-exceed amount of \$2,500,000.

- 8. Award Services Agreement to Superior Pavement Markings for Street Striping and Sign Maintenance (Contract No. 9937-1)**
 - 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
 - b) Award On-Call Maintenance and Repair Services Agreement with Superior Pavement Markings, LLC for Roadway Sign and Striping Maintenance, Repair, and Installation for a total contract amount of \$1,800,000 and five-year term and authorize the Mayor and City Clerk to execute the contract.

- 9. Approval of Amendment No. Seven to Professional Services Agreement with Dokken Engineering for the West Coast Highway Intersection Improvements and Pedestrian Bridge - (Contract No. 8020-5)**
 - 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. Seven to Professional Services Agreement with Dokken Engineering for Superior Avenue overcrossing and parking lot project final design and engineering services (Contract No. 8020-5) to extend the term of the agreement to December 31, 2027, and authorize the Mayor and City Clerk to execute the amendment.

- 10. Amendment No. Four to the Professional Services and Software License Agreement with Tyler Technologies, Inc. for the Land Management System (Contract No. 8399-1)**
 - 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
 - b) Authorize the Mayor and City Clerk to execute Amendment No. 4 to Professional Services and Software License Agreement with Tyler Technologies, Inc. for Land Management System for \$933,181.21, for a total not-to-exceed amount of \$2,074,194.29.(Contract No. 8399-1).

- 11. Amendment No. One to the Facilities Relocation Agreement with Southern California Edison**
 - 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 Budget Amendment No. 26-043 appropriating \$1,918,000 in new revenue and expenditures from Uptown Newport Jamboree, LLC. to Account No. 53401-561076 and Account No. 53402-941032; and

- c) Authorize the Mayor and City Clerk to Execute Amendment No. One to the Facilities Relocation Agreement with Southern California Edison for an increased not-to-exceed amount of \$3,311,000.

12. Amendment No. Two to Memorandum of Understanding Between the Cities of Costa Mesa and Newport Beach for the Costa Mesa Bridge Shelter

- 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) Authorize the Mayor and City Clerk to execute Amendment No. Two to the Memorandum of Understanding Between the City of Costa Mesa and the City of Newport Beach for the Costa Mesa Bridge Shelter.

MISCELLANEOUS

13. Item was pulled from the Consent Calendar.

14. Central Library Elevator Modernization - Notice of Completion of Contract No. 8939-1

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

15. Final Tract Map No. 19261 for a Residential Condominium Development Located at 1401 Quail Street

- 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) Review and approve the Subdivision Agreement for Final Tract Map No. 19261 pursuant to Section 19.36.010 of the Municipal Code, and authorize the Mayor and City Clerk to execute the Subdivision Agreement;
- c) Review and approve the required construction securities for the Final Tract No. 19261 pursuant to Section 19.36.030 of the Municipal Code, and authorize the Public Works Director to execute and release the securities; and
- d) Review and approve the Final Tract Map No. 19261 located at 1401 Quail Street pursuant to Section 19.60.010 of the Municipal Code.

16. First Quarter Budget Update

- 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 this report.

17. Review of Proclamation of Local Emergency, Resolution No. 2025-75

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15269(c), 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) Review the continued need for the local emergency as required by Newport Beach Municipal Code Section 2.20.065 and, if emergency conditions remain, receive and file the report.

18. Planning Commission Agenda for the November 20, 2025, Meeting

- a) Receive and file.

Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; noting the recusal of Mayor Stapleton on Agenda Item No. 11, and the removal of Agenda Item No. 13 for further discussion.

The Motion carried by the unanimous vote: 7-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

13. Organizational Restructuring and Changes to Budgeted Positions

- 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) Introduce Ordinance No. 2025-37, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach Municipal Code to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments*;
- c) Adopt Resolution No.2025-87, *A Resolution of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach City Council Policies to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments*;
- d) Adopt Resolution No.2025-88, *A Resolution of the City Council of the City of Newport Beach, California, Approving a Revised Salary Schedule and New Classifications for the Key & Management Group*;
- e) Approve the following changes to employee positions and assignments: (i) add one administrative services director and one municipal operations director; (ii) eliminate one finance director and one human resources director; (iii) convert one part-time human resources intern to one part-time human resources specialist; (iv) convert one public works crew chief to one management analyst; (v) convert two part-time library clerk II positions to two support services aides; (vi) reassign the positions/personnel as detailed in this staff report, including the transfer of 9.5 full-time equivalent Human Resources Department positions to the Administrative Services Department, 37.45 full-time equivalent Finance Department positions to the Administrative Services Department, 62.5 Public Works Department / Municipal Operations Division positions to the Municipal Operations Department, and three Human Resources positions to the City Attorney's Office;
- f) Approve the Job Descriptions for the administrative services director and municipal operations director in this staff report and authorize the administrative services director to approve new job descriptions consistent with the new positions and departmental changes approved by the City Council;
- g) Authorize the city manager, city attorney, administrative services director, and municipal operations director to execute amendments to existing agreements, as necessary, to implement the organizational changes described herein, including transferring (i) the administration of all agreements related to workers' compensation, insurance and risk management previously administered by the Human Resources Department to the City Attorney's Office; (ii) all remaining agreements entered into by the Human Resources Department to the Administrative Services Department; (iii) all agreements entered into by the Finance Department to the Administrative Services Department; and all agreements entered into by the Public Works Department that pertain to municipal operations to the new Municipal Operations Department; and
- h) Approve Budget Amendment No. 26-045, appropriating \$14,856 in additional expenditures from the General Fund's unappropriated fund balance to fund the costs associated with the recommended position reclassifications.

Councilmember Weigand requested a brief staff report on the item.

Assistant City Manager Seimone Jurjis explained that, if approved, the proposed reorganization would relocate Risk Management, Insurance, and Workers' Compensation to the City Attorney's Office; consolidate the Human Resources and Finance Departments into a single Administrative Services Department; and reclassify the Municipal Operations Division within the Public Works Department as a standalone Municipal Operations Department, focused on municipal operations at the Corporate Yard.

Councilmember Blom thanked Assistant City Manager Jurjis and noted these changes will increase efficiency and better serve the needs of the community.

PUBLIC COMMENTS:

Jim Mosher did not support assigning risk management to the City Attorney, argued it conflicts with the City Charter and noted past attempts at merging the Human Resources and the Finance Departments.

Motion by Councilmember Blom, seconded by Mayor Pro Tem Kleiman, to a) Introduce Ordinance No. 2025-37, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach Municipal Code to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments*; b) Adopt Resolution No.2025-87, *A Resolution of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach City Council Policies to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments*; c) Adopt Resolution No.2025-88, *A Resolution of the City Council of the City of Newport Beach, California, Approving a Revised Salary Schedule and New Classifications for the Key & Management Group*; d) Approve the following changes to employee positions and assignments: (i) add one administrative services director and one municipal operations director; (ii) eliminate one finance director and one human resources director; (iii) convert one part-time human resources intern to one part-time human resources specialist; (iv) convert one public works crew chief to one management analyst; (v) convert two part-time library clerk II positions to two support services aides; (vi) reassign the positions/personnel as detailed in this staff report, including the transfer of 9.5 full-time equivalent Human Resources Department positions to the Administrative Services Department, 37.45 full-time equivalent Finance Department positions to the Administrative Services Department, 62.5 Public Works Department / Municipal Operations Division positions to the Municipal Operations Department, and three Human Resources positions to the City Attorney's Office; e) Approve the Job Descriptions for the administrative services director and municipal operations director in this staff report and authorize the administrative services director to approve new job descriptions consistent with the new positions and departmental changes approved by the City Council; f) Authorize the city manager, city attorney, administrative services director, and municipal operations director to execute amendments to existing agreements, as necessary, to implement the organizational changes described herein, including transferring (i) the administration of all agreements related to workers' compensation, insurance and risk management previously administered by the Human Resources Department to the City Attorney's Office; (ii) all remaining agreements entered into by the Human Resources Department to the Administrative Services Department; (iii) all agreements entered into by the Finance Department to the Administrative Services Department; and all agreements entered into by the Public Works Department that pertain to municipal operations to the new Municipal Operations Department; and g) Approve Budget Amendment No. 26-045, appropriating \$14,856 in additional expenditures from the General Fund's unappropriated fund balance to fund the costs associated with the recommended position reclassifications.

The Motion carried by the unanimous vote: 7-0.

V. CURRENT BUSINESS

19. Appointment to Fill an Unscheduled Vacancy on the City Arts Commission

- 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) Appoint one of the nominated applicants, Bobby Barzi or Cory Glass, to fill the unscheduled vacancy on the City Arts Commission, with the term expiring June 30, 2029.

Prior to collecting the ballots from City Council, City Clerk Lena Shumway reported that applicants must receive at least four votes to be appointed.

City Clerk Shumway read the ballot votes for the City Arts Commission as follows:

Cory Glass - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand (7)

City Clerk Shumway announced that Cory Glass was appointed to the City Arts Commission.

- Proclamation Honoring Grace Leung on Occasion of her Retirement and her Dedicated Years of Service for the City of Newport Beach

Mayor Stapleton presented the proclamation to City Manager Leung, recognizing her years of dedicated service to the City of Newport Beach, and highlighted major career achievements.

Councilmember Grant expressed gratitude for City Manager Leung's leadership over the years.

Councilmember Weigand commended City Manager Leung's fiscal responsibility and fiscal leadership.

Councilmember Barto appreciated City Manager Leung's thoughtful and proactive leadership.

City Manager Leung expressed deep gratitude and admiration for City Council's leadership. She acknowledged the dedication and sacrifice of Council and praised staff for their relentless pursuit of excellence. She acknowledged key milestones of her career with the City and thanked her family for their support throughout the years.

PUBLIC COMMENTS:

District Director Russellie Bongolan representing Congressman Dave Min's office presented a congressional certificate to City Manager Leung.

Assemblymember Diane Dixon presented a resolution to City Manager Leung.

Max Wernher representing Senator Tony Strickland's office presented a certificate of recognition during his comments.

Supervisor Katrina Foley, 5th District, presented City Manager Leung with a certificate of recognition.

Following public comments, City Manager Leung stepped down from the dais and Assistant City Manager Seimone Jurjis took his proper place at the dais.

PUBLIC COMMENTS REGARDING CITY COUNCIL REORGANIZATION

Jim Mosher questioned the media's recent report of the reorganization results.

Tom Johnson clarified that Stu News publications were based off opinion rather than fact.

VI. CITY COUNCIL REORGANIZATION

20. Presentation of Gavel Plaque to Mayor Joe Stapleton

Mayor Pro Tem Kleiman presented Mayor Stapleton with a gavel plaque and praised him for his tireless dedication to his role as mayor.

Mayor Stapleton expressed gratitude to his Council colleagues, city staff, and the community, and listed various accomplishments throughout his tenure.

21. Election of Mayor

City Clerk Shumway, in presiding, placed all members of the City Council on an equal basis to nominate and elect mayor.

Councilmember Weigand nominated Mayor Pro Tem Kleiman for the position of Mayor.

Motion by Councilmember Weigand, seconded by Councilmember Blom, to close nominations.

The motion carried unanimously.

Mayor Pro Tem Kleiman was selected unanimously as the Mayor of the City of Newport Beach for 2025-2026 and took her proper place at the Council dais.

22. Election of Mayor Pro Tem

Mayor Kleiman in presiding, placed all members of the City Council on an equal basis to nominate and elect mayor pro tem.

Mayor Kleiman nominated Councilmember Blom for the position of Mayor Pro Tem.

Councilmember Stapleton nominated Councilmember Grant for the position of Mayor Pro Tem.

Motion by Mayor Kleiman, seconded by Councilmember Stapleton, to close nominations.

The motion carried unanimously.

City Clerk Shumway read the ballots as follows:

Noah Blom – Weigand, Blom, Weber, Kleiman (4)
Robyn Grant – Stapleton, Barto, Grant (3)

Councilmember Blom was selected as the Mayor Pro Tem of the City of Newport Beach for 2025-2026 and took his proper place at the Council dais.

23. Seating Arrangement for City Council

Councilmembers decided on the seating arrangement for the Council dais pursuant to City Council Policy A-1. The following seating order was determined (left to right):

Erik Weigand – Michelle Barto – Robyn Grant – Lauren Kleiman – Noah Blom – Joe Stapleton – Sarah J. Weber

24. Remarks

New Mayor Remarks:

Mayor Kleiman expressed her honor in serving as mayor and reflected on the 120-year growth of Newport Beach from a humble coastal area to a world-renowned modern city. She highlighted that striving for excellence is inherent to "the Newport way". Her focus for the upcoming year prioritizes four "Cs": 1) Communication: Enhancing communication through a refreshed website, new social media efforts, and strategic outreach; 2) Connectivity: Improving wireless connectivity via policy updates and partnerships with carriers; 3) Customer Service: Elevating customer service by equipping staff with necessary tools and training; and 4) Continued Commitment to Public Safety: Continuing dedication to public safety by bolstering support for police, fire, and lifeguard teams with resources and technology. Mayor Kleiman acknowledged the executive management team and asked newly appointed City Manager Seimone Jurjis to say a few words.

City Manager Jurjis extended his congratulations to Mayor Kleiman; expressed heartfelt appreciation for the chance to fulfill the role of city manager, along with his enthusiasm and eagerness for the year ahead.

VII. MOTION FOR RECONSIDERATION – None

VIII. ADJOURNMENT

Meeting adjourned at 6:58 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 December 4, 2025, at 2:30 p.m.

Lauren Kleiman
Mayor

Lena Shumway
City Clerk



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 3

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Seimone Jurjis, City Manager - 949-644-3001,
sjurjis@newportbeachca.gov

PREPARED BY: Lorig Yaghsezian, Management Analyst- 949-644-3028,
lyaghsezian@newportbeachca.gov

TITLE: Ordinance No. 2025-37: Amending Various Positions of the
Newport Beach Municipal Code to Reflect Organizational
Restructuring to the City Attorney, Finance, Human Resources, and
Public Works Departments

ABSTRACT:

For the City Council's consideration is the adoption of Ordinance No. 2025-37. This ordinance amends the Newport Beach Municipal Code (NBMC) to reflect the organizational restructuring and references to the new Administrative Services Department, the Municipal Operations Department, and other service area changes throughout the code. Ordinance No. 2025-37 was introduced and considered at the City Council's regular meeting on December 9, 2025.

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 reassignment of 67.5 full-time equivalent Public Works Department/Municipal Operations Division position to the Municipal Operations Department; and
- c) Conduct second reading and adopt Ordinance No. 2025-37, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Various Provisions of the Newport Beach Municipal Code to Reflect Organizational Restructuring to the City Attorney, Finance, Human Resources, and Public Works Departments.*

DISCUSSION:

On December 9, 2025, the City Council introduced Ordinance No. 2025-37 as part of a comprehensive staff report on changing the City's organizational structure to improve operational efficiency, service delivery, and coordination across departments. The staff report included a detailed analysis of departmental functions, staffing allocations, and internal service alignment, and proposed the establishment of the Administrative Services

Department and the Municipal Operations Department, along with the reassignment of certain service areas among existing departments.

After the Council's December 9, 2025 meeting, staff identified an error in the previously reported number of full-time equivalent positions transferring to the Municipal Operations Department. Staff inadvertently requested the transfer of 62.5 full-time equivalent positions, but the correct number is 67.5 full-time equivalent positions. Thus, staff is seeking City Council approval of the transfer of 67.5 full-time equivalent positions from the Public Works Department to the new Municipal Operations Department (Attachment B).

Ordinance No. 2025-37 implements the policy direction outlined in the original staff report by amending various provisions of the NBMC to reflect the approved organizational restructuring. These amendments update departmental references throughout the Municipal Code to ensure consistency with the new organizational framework.

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).

ATTACHMENTS:

Attachment A – Ordinance No. 2025-37
Attachment B - Municipal Operations Department Personnel

Attachment A

ORDINANCE NO. 2025- 37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE NEWPORT BEACH MUNICIPAL CODE TO REFLECT ORGANIZATIONAL RESTRUCTURING TO THE CITY ATTORNEY, FINANCE, HUMAN RESOURCES, AND PUBLIC WORKS DEPARTMENTS

WHEREAS, the City of Newport Beach (“City”) is a charter City, governed by a charter adopted by the citizens of the City;

WHEREAS, Article XI, Section 5 of the Constitution of the State of California (“State”) authorizes charter cities to enact ordinances with respect to their municipal affairs;

WHEREAS, Section 200 of the 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;

WHEREAS, the City Council approved a restructuring of various departments within the City including establishment of the Municipal Operations Department and Administrative Services Department as well as consolidating Risk Management within the City Attorney’s Office;

WHEREAS, amendments to the NBMC are needed to reflect the structural reorganization; and

WHEREAS, the City Council held a public meeting on December 9, 2025, 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 California Government Code Section 54950 et seq. (“Ralph M. Brown Act”). Evidence, both written and oral, was presented to, and considered by, the City Council at this meeting.

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

Section 1: The various provisions of the Newport Beach Municipal Code are amended as set forth in Exhibit "A" which is 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 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 9th day of December, 2025, and adopted on the 13th day of January, 2026, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

Lauren Kleiman, Mayor

ATTEST:

Lena Shumway, City Clerk

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**



Aaron C. Harp, City Attorney

Attachment – Exhibit A – Newport Beach Municipal Code Amendments

EXHIBIT “A”

NEWPORT BEACH MUNICIPAL CODE AMENDMENTS

**Title 1
GENERAL PROVISIONS**

**Chapter 1.05
ADMINISTRATIVE CODE ENFORCEMENT PROGRAM**

1. Subsection (G) of Section 1.05.020 (Authority and Administrative Citation Fines) of the Newport Beach Municipal Code is amended to read as follows:

1.05.020 Authority and Administrative Citation Fines.

G. All fines imposed under this section shall be due and payable to the City's Administrative Services Department within thirty (30) days from the service of an administrative citation.

2. Subsection (F) of Section 1.05.050 (Administrative Costs Recovery) of the Newport Beach Municipal Code is amended to read as follows:

1.05.050 Administrative Costs Recovery.

F. Request for an Appeal on Administrative Costs. A responsible person who receives a summary of administrative costs shall have the right to an administrative hearing before a Hearing Officer on their objections to the summary of administrative costs.

1. Request for an Appeal. A request for an appeal shall be filed with the City's Administrative Services Department within thirty (30) days of the service of the summary of administrative costs on a form provided by the Administrative Services Department.

2. Hearing. Within sixty (60) days of the filing of a request for an appeal, and on ten (10) days' prior written notice to the responsible person, a Hearing Officer shall hold a hearing on the objections to the summary of administrative costs.

3. Factors to Be Considered by a Hearing Officer. The Hearing Officer shall consider whether the costs identified in the summary of administrative costs are reasonable under the circumstances of the enforcement action including the following:

- a. Whether the responsible person created the violation;
- b. Whether there is a present ability to correct the violation;

- c. Whether the responsible person acted promptly to correct the violation; and
 - d. The degree of cooperation provided by the responsible person.
4. The failure of any responsible person to appear at the administrative hearing before the Hearing Officer on the summary of administrative costs shall be deemed a failure to exhaust the responsible person's administrative remedies with regard to the summary of administrative costs.

3. Section 1.05.060 (Appeal of Administrative Citation) of the Newport Beach Municipal Code is amended to read as follows:

1.05.060 Appeal of Administrative Citation.

A. Any recipient of an administrative citation may contest that there was a violation of this Code or that he or she is the responsible person by completing a request for hearing form and returning it to the City's Administrative Services Department within twenty-one (21) days from the date of service of the administrative citation, together with an advance deposit of the fine or a notice that a request for an advance deposit hardship waiver pursuant to subsection (B) of this section has been filed. Any administrative citation fine which has been deposited shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation(s) or that there was no violation(s) as charged in the administrative citation.

B. Any responsible person who requests a hearing to contest that there was a violation of this Code or that he or she is the responsible person for the violation and who is financially unable to make the advance deposit of the fine as required may file a request for an advance deposit hardship waiver within fifteen (15) days from the date of service of the citation. The failure of any person to timely file a written request for an advance deposit hardship waiver with the City's Administrative Services Director shall be deemed a failure to exhaust the person's administrative remedies with regard to the advance deposit hardship waiver.

1. The request for an advance deposit hardship waiver shall be in writing and describe with particularity the responsible person's actual financial inability demonstrating why all or a part of the fine cannot be paid. Further, the written request for an advance deposit hardship waiver must be accompanied by a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the City's Administrative Services Director the responsible person's actual financial inability that necessitates an advance deposit hardship waiver. The City's Administrative Services Director is entitled to request additional documentation and information from the responsible person to fully assess the waiver request. The failure of any responsible person to timely submit all requested additional documentation and information to the City's Administrative Services

Director as requested shall be deemed a failure to exhaust the responsible person's administrative remedies with regard to the advance deposit hardship waiver.

2. Once a complete written request for an advance deposit hardship waiver is filed with the City's Administrative Services Director, the requirement of depositing the full amount of the fine shall be stayed until the City's Administrative Services Director determines whether to grant, grant in part, or deny the request. The written determination of the City's Administrative Services Director shall be served on the person requesting the advance deposit hardship waiver as provided for in this Code. The written determination of the Administrative Services Director shall be final.

3. If the City's Administrative Services Director grants the advance deposit hardship waiver, the responsible person shall not be required to deposit the fine in advance of the hearing.

4. If the City's Administrative Services Director grants in part the advance deposit hardship waiver, the responsible person shall remit that amount of the fine as a deposit that the City's Administrative Services Director determines the responsible person has the ability to pay within ten (10) days of that decision or twenty-one (21) days from service of the administrative citation, whichever is later.

5. If the City's Administrative Services Director denies the request for an advance deposit hardship waiver, the responsible person shall remit the full amount of the fine as a deposit to the City within ten (10) days of that decision or twenty-one (21) days from service of the administrative citation, whichever is later.

6. The granting, or granting in part, of any request for an advance deposit hardship waiver shall not excuse or discharge any continuation or repeated occurrence of any violation of this Code, nor shall it bar further enforcement action by the City.

7. The granting, or granting in part, of any request for an advance deposit hardship waiver shall not excuse the responsible person from paying the full amount of the fine if the administrative citation is upheld by the Hearing Officer following an administrative hearing.

Chapter 1.08

RULES OF CONSTRUCTION

4. Section 1.08.120 (Definitions) of the Newport Beach Municipal Code is amended to add "Administrative Services Director" and "Municipal Operations Director" and modify the definitions of "City Attorney," "City Treasurer," "Finance Director," "Human Resources Director," "Revenue Division," and "Risk Manager" to read as follows:

1.08.120 Definitions.

Administrative Services Director. The term “Administrative Services Director” means the individual who manages and directs the Administrative Services Department. For all purposes including, but not limited to, those powers, obligations and duties set forth in the City Charter, the Municipal Code, or any, contract, rule, or regulation, the Administrative Services Director shall be the City’s Finance and Human Resources Director.

City Attorney. The term “City Attorney” means the official appointed by the City Council to serve as the City Attorney and who manages the City Attorney’s Office.

City Treasurer. The term “City Treasurer” means the individual serving as the City’s Administrative Services Director.

Finance Director. The term “Finance Director” means the individual serving as the Administrative Services Director.

Human Resources Director. The term “Human Resources Director” means the individual serving as the Administrative Services Director.

Municipal Operations Director. The term “Municipal Operations Director” means the individual appointed to manage and direct the City’s Municipal Operations Department.

Revenue Division. The term “Revenue Division” means the City’s Administrative Services Department Revenue Division.

Risk Manager. The term “Risk Manager” means the individual appointed as the City Attorney.

Chapter 1.12 CITATIONS AND WARRANTS

5. Subsection (B) of Section 1.12.020 (Authority of Public Officers or Employees to Issue Citations) of the Newport Beach Municipal Code is amended to read as follows:

1.12.020 Authority of Public Officers or Employees to Issue Citations.

B. The following designated public officers and employees shall have the power to issue citations for violations of the following provisions of this Code:

1. The Fire Chief and other employees holding positions in the Fire Department designated by the Fire Chief shall have the power to issue citations for any violation of Titles [5.9](#), [11](#) and [17](#), Chapters [7.04](#), [7.16](#), [7.20](#), and [7.30](#), and Sections [6.04.050](#), [6.04.190](#) and [10.06.010](#).

2. The Revenue Manager and other employees holding positions in the Administrative Services Department designated by the Administrative Services Director shall have the power to issue citations for any violations of Titles [3](#), [5](#), [6](#) and [10](#), Chapters [12.62](#) and [12.63](#), and Section [12.40.060](#).
3. The Building Official, and other employees holding positions in the Building Division designated by the Building Official, shall have the power to issue citations for any violation of Title [15](#).
4. Park Patrol Officers shall have the power to issue citations for violations of Chapters [11.03](#) and [11.04](#) and for violations of any provision of this Code occurring in parks or parking violations occurring in parking lots servicing parks and other City facilities.
5. The City Clerk shall have the power to issue administrative citations for violations of Chapter [1.28](#).

Chapter 1.20 UNCLAIMED PROPERTY

6. Section 1.20.020 (Holding and Disposal of Unclaimed Property) of the Newport Beach Municipal Code is amended to read as follows:

1.20.020 Holding and Disposal of Unclaimed Property.

Such property shall be stored in a safe place for a period of at least three months, and such money shall be deposited with the Administrative Services Director for a period of not less than three months, unless sooner claimed by the true owner, and shall be deemed to be unclaimed property or unclaimed money, subject to disposal as provided in this chapter.

7. Section 1.20.030 (True Owner May Claim Property or Money) of the Newport Beach Municipal Code is amended to read as follows:

1.20.030 True Owner May Claim Property or Money.

During such time as any such property or money is so held, it may be delivered or paid to the true owner. Such property shall be delivered upon proof of ownership satisfactory to the Chief of Police after ten (10) days' notice by mail to any others who have asserted a claim of ownership, at any address given by such persons. Such money shall be paid to the true owner upon written order to the Administrative Services Director from the Chief of Police. The Chief of Police shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of property. If ownership cannot be determined to the satisfaction of the Chief of Police, he or she may refuse to deliver such

property or order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

8. Section 1.20.080 (Proceeds to be Deposited in General Fund) of the Newport Beach Municipal Code is amended to read as follows:

1.20.080 Proceeds to be Deposited in General Fund.

After such auction is completed, the proceeds of the auction shall be delivered to the Administrative Services Director for deposit in the general fund.

**Title 2
ADMINISTRATION AND PERSONNEL**

9. The Table of Contents of Chapter 2.12 (Administrative Departments) of the Newport Beach Municipal Code is renumbered and amended to read as follows:

**Chapter 2.12
ADMINISTRATIVE DEPARTMENTS***

Sections:

2.12.010	Departments Designated.
2.12.020	Authority of City Manager.
2.12.030	Administrative Services Department.
2.12.040	Community Development Department.
2.12.050	Fire Department.
2.12.060	Harbor Department.
2.12.070	Library Services Department.
2.12.080	Municipal Operations Department.
2.12.090	Police Department.
2.12.100	Public Works Department.
2.12.110	Recreation and Senior Services Department.
2.12.120	Utilities Department.

10. Section 2.12.010 (Departments Designated) of the Newport Beach Municipal Code is amended to read as follows:

2.12.010 Departments Designated.

The administrative functions of the City is divided into the following departments:

Administrative Services Department

Community Development Department

Fire Department

Harbor Department

Library Services Department

Municipal Operations Department

Police Department

Public Works Department

Recreation and Senior Services Department

Utilities Department

11. Section 2.12.030 (Community Development Department) of the Newport Beach Municipal Code is renamed and amended to read as follows:

2.12.030 Administrative Services Department.

The Administrative Services Department shall be under the supervision of the Administrative Services Director, who shall have charge of financial and human resources affairs of the City. The functions of the Administrative Services Department, in addition to those duties imposed on the Finance Director and the City Treasurer by the City Charter, shall include:

- A. Enforcement of the City's business license and transient occupancy tax regulations;
- B. Management of the City's finances, financial statements, audits, revenue collection and billing, financial management system budget, payroll, accounting, cashiering, treasury and investments;
- C. Purchase of supplies, equipment, training, and services used by City departments;
- D. Disposal of obsolete and surplus City property;
- E. Management of the City's parking program, including meters and lots;
- F. Establishment and maintenance of the City's personnel policies, employee classifications and compensation policies and other conditions of employment to assist the City Manager in carrying out the provisions of Chapters [2.24](#) and [2.28](#);
- G. Advise and serve as liaison to the Civil Service Board; and
- H. Such other functions as may be delegated by the City Manager or the City Council.

12. Section 2.12.040 (Finance Department) of the Newport Beach Municipal Code is renamed and amended to read as follows:

Section 2.12.040 Community Development Department.

The Community Development Department shall be under the supervision of the Community Development Director. The functions of the Community Development Department shall include:

- A. Administration and enforcement of the provisions of this Code relating to planning, zoning and subdivisions, nuisance abatement and code enforcement, and advising and assisting the Planning Commission in such administration vested in that Commission;
- B. Administration and enforcement of the building, electrical, plumbing and mechanical codes, including grading and swimming pool regulations;
- C. Administration and enforcement of State regulations governing energy conservation and sound transmission;
- D. Preparation and presentation of reports to the City Council and the Planning Commission on various aspects of city planning;
- E. Preparation and maintenance of the General Plan;
- F. Advising the public on zoning and planning matters;
- G. Receipt and processing of subdivision maps; and
- H. Such other functions as may be delegated by the City Manager or the City Council.

13.Section 2.12.060 (Human Resources Department) of the Newport Beach Municipal Code is renamed and amended to read as follows:

2.12.060 Harbor Department.

The Harbor Department shall be under the supervision of the Harbormaster who shall serve as the head of the Department. The functions of the Harbor Department shall include:

- A. Management of the City's resources in Newport Harbor, including administration of Title 17;
- B. Operation of a headquarters at Marina Park or other location selected by the City Manager;
- C. Patrol of Newport Harbor;
- D. Provision of code enforcement on the waters of Newport Harbor;

- E. Management of the City's marinas, moorings, docks, wharfs and visitor-serving harbor facilities and amenities;
- F. Promotion of harbor and boating safety;
- G. Addressing inquiries from residents and visitors regarding Newport Harbor;
- H. Management of City-owned marinas;
- I. Providing staff to act as the liaison to the City's Harbor Commission;
- J. Management of a pollution prevention program in Newport Harbor; and
- K. Such other functions as may be delegated by the City Manager.

14. Section 2.12.080 (Utilities Department) of the Newport Beach Municipal Code is renamed and amended to read as follows:

2.12.080 Municipal Operations Department.

- A. The Municipal Operations Department shall be under the supervision of the Municipal Operations Director. The functions of the Municipal Operations Director shall include:
 - B. Street and beach maintenance and cleaning;
 - C. Administration and enforcement of State regulations and provisions of this Code related to the collection, transport, diversion and disposal of solid waste;
 - D. Maintenance and repair of streets, alleys, curbs, sidewalks, bridges, piers, bulkheads and floats;
 - E. Maintenance and repair of City equipment;
 - F. Signage and carpentry;
 - G. Maintenance of street striping, barricade, curb, crosswalk, and parking stall painting;
 - H. Street name and regulation sign posting and maintenance;
 - I. Custodial maintenance and repair services for City buildings and facilities;
 - J. Landscaping and maintenance of City parks, parkway trees, and planted areas on City-owned property, easements and rights-of-way; and

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

15. Section 2.12.100 (Public Works Department) of the Newport Beach Municipal Code is amended to read as follows:

2.12.100 Public Works Department.

The Public Works Department shall be under the supervision of the Public Works Director who shall also be the City Engineer Pro Tem. The functions of the Public Works Department shall include:

A. Planning, installation, design, preparation, review and approval of plans, specifications and working details, operations and maintenance, and administration of contracts for the construction of public works, including streets, storm drains, water quality sewers, water, harbors, street lighting, traffic signals and other public facilities;

B. Right-of-way acquisition;

C. Subdivision engineering and development services;

D. Traffic engineering services;

E. Engineering services for other City departments;

F. Engineering planning for water, sewer and electrical systems;

G. Water quality inspections and reporting as required by law;

H. Activities over and management of the City's tidelands assets in Upper and Lower Newport Bay;

I. Street striping, and barricade, curb, crosswalk, parking stall, and pavement painting; and

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

16. Section 2.12.120 (Harbor Department) of the Newport Beach Municipal Code is renamed and amended to read as follows:

2.12.120 Utilities Department.

The Utilities Department shall be under the supervision of the Utilities Director. The functions of the Utilities Department shall include:

A. Maintenance and operation of the City water system;

B. Maintenance and operation of the City sewer system;

- C. Maintenance and operation of the City's street sweeping program;
- D. Maintenance and operation of the City's storm drain system;
- E. Maintenance and operation of the City street lighting system;
- F. Maintenance of backup electrical equipment in City buildings;
- G. Management of the City's oil and gas operations;
- H. Management of the regulations found in Title 14; and
- I. Such other functions as may be delegated by the City Manager or the City Council.

17. The Table of Contents of Chapter 2.14 (City Attorney's Office) of the Newport Beach Municipal Code is added to read as follows:

**Chapter 2.14
CITY ATTORNEY'S OFFICE**

Sections:

2.14.010 City Attorney's Office.

18. Section 2.14.010 (City Attorney's Office) is added to Chapter 2.14 (City Attorney's Office) of the Newport Beach Municipal Code to read as follows:

2.14.010 City Attorney's Office.

The City Attorney's Office shall be under the supervision of the City Attorney. The functions of the City Attorney's Office, in addition to those duties imposed by the City Charter, shall include:

- A. Advise the City Council, boards and commissions, and City staff on all legal issues pertaining to municipal operations;
- B. Represent the City Council, staff, and the City as an institution either directly or through special counsel in all proceedings and actions before administrative bodies and tribunals;
- C. Enforce either directly or through special counsel the City of Newport Beach Municipal Code;
- D. Manage all claims, subrogation matters, writs, actions, lawsuits, worker's compensation, and other legal or equitable proceedings in which the City, its elected officials, officers or employees are involved in their official capacity or as workers' compensation claimants;

- E. Provide risk management, assessment, planning and develop procedures to address loss prevention, loss reduction, and the purchase and provision of insurance;
- F. Administer the legal business affairs of the City through managing in-house legal services and outside counsel relationships; and
- G. Such other functions as may be delegated by the City Council.

**Chapter 2.16
OFFICERS' BONDS**

19. Section 2.16.010 (Bonds of City Officials) of the Newport Beach Municipal Code is amended to read as follows:

2.16.010 Bonds of City Officials.

Official bonds shall be provided for all officials and employees of the City hereinafter designated, and for such additional classes or employees as may be authorized or required by the City Council, to indemnify the City of Newport Beach against loss by reason of such officer's or employee's failure to faithfully perform the duties of his office or employment as the same exist or may subsequently be imposed. The amount of coverage shall be as authorized or required by the City Council and as hereinafter specified for the following named positions, and may be provided by one or more individual or blanket coverage bonds or a combination of individual and blanket coverage bonds.

Administrative Services Director	\$100,000.00
City Manager	\$50,000.00
Purchasing Agent	\$25,000.00

Any such bond shall be executed by a surety company licensed by the State of California to do business as surety, which shall be jointly and severally liable to the City of Newport Beach up to the principal amount of any such bond or bonds executed by it.

All such bonds shall be delivered to the City and shall be in a form approved by the City Attorney and the same shall be filed with the City Clerk.

**Title 3
REVENUE AND FINANCE**

**Chapter 3.12
PROPERTY DEVELOPMENT TAX**

20. Section 3.12.070 (Tax Liability—Enforcement) of the Newport Beach Municipal Code is amended to read as follows:

3.12.070 Tax Liability—Enforcement.

The taxes imposed by this chapter are due from the person by or on behalf of whom a residential, commercial or industrial unit or building or a mobilehome park is constructed, whether such person is the owner or a lessee of the land upon which the construction is to occur. The Administrative Services Director shall collect the tax and any penalty and interest due hereunder. The full amount due under this chapter shall constitute a debt to the City of Newport Beach. An action for the collection thereof may be commenced in the name of the City in any court having jurisdiction of the cause.

21. Section 3.12.100 (Refunds) of the Newport Beach Municipal Code is amended to read as follows:

3.12.100 Refunds.

Any tax, penalty or interest paid to the City under this chapter for any building or unit of a building or mobile home park which is not constructed shall be refunded upon application of the taxpayer and a showing to the satisfaction of the Administrative Services Director that the building or unit has not been constructed or construction commenced and that the building permit issued for the building or unit has been canceled or surrendered or otherwise does not authorize the construction of the building or unit.

Chapter 3.16

UNIFORM TRANSIENT OCCUPANCY TAX*

22. The definition of “City Collector” set forth in Section 3.16.020 (Definitions) of the Newport Beach Municipal Code is amended to read as follows:

3.16.020 Definitions.

City Collector. The term “City Collector” shall mean the Administrative Services Director.

23. Section 3.16.030 (Tax Imposed) of the Newport Beach Municipal Code is amended to read as follows:

3.16.030 Tax Imposed.

For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of nine percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the City, which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due when the transient ceases to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Administrative Services Director may require that such tax shall be paid directly to the Administrative Services Director.

24. Section 3.16.040 (Exemptions) of the Newport Beach Municipal Code is amended to read as follows:

3.16.040 Exemptions.

No tax shall be imposed upon:

- A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax specified in this chapter, and only when in the performance of official duties thereof;
- B. Any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty;
- C. A transient occupying a hotel pursuant to a qualifying rental agreement entered into prior to the first day of occupancy;
- D. An employee of an airline company who is occupying a hotel room in the course of his or her employment, but only when the room is rented by the airline employer pursuant to a qualifying rental agreement that has been preapproved by the Administrative Services Director;
- E. Any person or transient occupying a hotel room provided without rent charged (complimentary) to the person or transient by the operator, including but not limited to:
 - 1. Rooms provided to charitable organizations;
 - 2. Rooms provided to meeting planners who may book future hotel rooms and provide business and conferencing opportunities for the economic benefit of the City;
 - 3. Rooms provided to displeased guests; and/or
 - 4. Rooms provided to hotel employees;
- F. No exemption shall be granted except pursuant to an application filed when the rent is collected and under penalty of perjury upon a form prescribed by the Administrative

Services Director. It is the transient's responsibility to provide necessary proof of the exemption.

25. Subsections (C) and (D) of Section 3.16.050 (Operator's Collection Duties) of the Newport Beach Municipal Code are amended to read as follows:

3.16.050 Operator's Collection Duties.

C.1. The operator shall file with the Administrative Services Director a statement of each special package on a form ("special package application") provided by the Administrative Services Director. The special package application shall detail the benefits of the special package and an itemization of that portion of the special package that is rent and tax and each of the benefits. The operator shall provide written evidence to establish the claimed fair market value of each benefit other than rent and tax. The Administrative Services Director shall mark the date of receipt on the special package application and review the submitted information to determine if sufficient information is provided to verify the value of the benefits, rent and tax. The operator shall designate a specific name or number to the special package as part of the special package application. The special package application shall not be accepted unless accompanied by a fee for processing that has been established by resolution of the City Council.

2. The name or number designated on the special package application shall appear on all receipts and books of record whenever the special package is sold.

3. If the special package application is deemed incomplete, the Administrative Services Director will advise the operator of any required changes within fourteen (14) City business days. The operator must either make the required changes and resubmit the special package application or comply with subsection (A) of this section.

4. The Administrative Services Director shall approve, conditionally approve or disapprove the special package within fourteen (14) days of receipt of a complete special package application. In the event of disapproval the Administrative Services Director shall give the operator written notice of the reasons for disapproval. The effective date of the special package rate shall be the date on which the Administrative Services Director receives a complete special package application that is approved. A new special package application shall be submitted whenever the operator changes the rent or benefits of any previously approved special package.

D. The tax shall apply only to the amount of rent identified in the special package that has been approved by the Administrative Services Director.

26. Section 3.16.060 (Registration of Hotel) of the Newport Beach Municipal Code is amended to read as follows:

3.16.060 Registration of Hotel.

Within thirty (30) days after commencing business each operator of any hotel renting occupancy to transients shall register the hotel with the Administrative Services Director and obtain a “transient occupancy registration certificate” to be at all times posted in a conspicuous place on the premises. The certificate shall, among other things, state the following:

- A. The name of the operator;
- B. The address of the hotel;
- C. The date upon which the certificate was issued; and
- D. The following statement:

Transient occupancy registration certificate signifies that the person named on the certificate has fulfilled the requirements of the Uniform Transient Occupancy Tax Ordinance (Chapter [3.16](#) of this Code) by registering with the Administrative Services Director for the purpose of collecting the tax from transients and remitting the tax to the Administrative Services Director. This certificate does not authorize any person to conduct any unlawful business, to conduct any lawful business in an unlawful manner or to operate a hotel without strictly complying with all local laws, including those requiring a permit from any board, commission, department or office of the City. This certificate does not constitute a permit.

The requirements of this section shall not apply to the operator of a hotel required to obtain a short term lodging permit pursuant to Section [5.95.020](#).

27. Section 3.16.070 (Reporting and Remitting) of the Newport Beach Municipal Code is amended to read as follows:

3.16.070 Reporting and Remitting.

A. Each operator shall, on a form provided by the City, make a return to the Administrative Services Director of the total rents charged and received, the amount of tax collected for transient occupancies, the number of rental units available on the premises, and such other information as the Administrative Services Director may reasonably require. The return shall be made on or before the last day of the month following the close of each calendar quarter or on the day specified by the Administrative Services Director if a different reporting period has been established. Returns are considered made and taxes paid only upon receipt of the tax return and the tax by the City. At the time the return is filed, the full amount of the tax collected shall be remitted to the Administrative Services Director. The Administrative Services Director may establish either shorter or longer reporting periods for any individual certificate holder or category

of certificate holders if the Administrative Services Director deems it necessary or desirable in order to insure collection of the tax or to increase the efficiency of its administration. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Administrative Services Director.

B. The filing of a return shall not preclude the City from collecting by appropriate action any tax actually due and payable pursuant to this chapter or taking any other action to enforce the provisions of this chapter. Each return shall be subject to audit and verification by the Administrative Services Director or authorized agents of the City, who are authorized to examine, audit and inspect such books and records of any operator as may be necessary in their judgment to verify or ascertain the amount of tax due. The Administrative Services Director or agent of the City shall not have right of access to, nor examine, records that are not pertinent to ascertaining the amount of tax due unless the operator fails to provide City with the means of verifying information relevant to the obligations imposed by this chapter.

28. Subsection (A) of Section 3.16.075 (Duty of Successor of Operator) of the Newport Beach Municipal Code is amended to read as follows:

3.16.075 Duty of Successor of Operator.

A. If an operator who is liable for any tax or penalties under this chapter sells or otherwise disposes of the hotel operation, his/her successor shall notify the Administrative Services Director of the date of sale at least thirty (30) days before the date of sale, or if the decision to sell was made less than thirty (30) days prior to the actual sale, then immediately, and shall upon withhold a sufficient portion of the purchase price to equal the amount of any unpaid taxes or penalty until the selling operator produces a receipt from the Administrative Services Director showing that the tax or penalty has been paid or a tax clearance certificate from the Administrative Services Director stating that no tax or penalty is due. If the seller does not present a receipt or tax clearance certificate within thirty (30) days after such successor commences to conduct business, the successor shall deposit the withheld amount with the Administrative Services Director pending settlement of the account of the seller.

29. Subsection (B) of Section 3.16.085 (False and Fraudulent Reports—Penalties) of the Newport Beach Municipal Code is amended to read as follows:

3.16.085 False and Fraudulent Reports—Penalties.

B. If the Administrative Services Director determines that the nonpayment of any remittance (tax and/or penalty) due under this chapter is due to fraud, a penalty of twenty-

five (25) percent of the amount of the tax shall be added thereto in addition to any penalties stated in Section [3.16.080](#).

30. Section 3.16.090 (Enforcement Proceedings—Appeal) of the Newport Beach Municipal Code is amended to read as follows:

3.16.090 Enforcement Proceedings—Appeal.

A. If any operator shall fail or refuse to collect the tax or to make, within the time provided in this chapter, any report and remittance of the full amount of the tax required by this chapter, the Administrative Services Director shall use his/her best efforts to obtain information on which to base an estimate of the tax due. The Administrative Services Director shall, upon making a determination of the estimated tax or other violation, provide the operator with written notice of the determination and the factual basis for the estimated tax or other violation. The written notice of determination shall be served on the operator personally or by deposit in the United States mail, postage prepaid, addressed to the operator at the last known place of address. The operator may, within ten (10) days after service of written notice of determination, appeal the determination by filing a written appeal with the Administrative Services Director specifying the basis of the appeal and amount of tax or nature of violation contested.

B. If the operator fails to timely appeal a determination by the Administrative Services Director, the determination shall be final and conclusive and the tax, interest and penalties shall become immediately due and payable by the operator and/or the violation shall be deemed established.

C. If the operator files a timely appeal of the determination, the Administrative Services Director shall appoint a hearing officer and give the operator not less than fifteen (15) days' written notice of the hearing on the appeal. The operator shall have the right to present evidence relevant to the determination and the hearing shall be conducted in accordance with the general rules applicable to any administrative hearing. The hearing officer shall submit to the City Manager a transcript of the hearing together with recommended findings of fact and conclusions of law. The City Manager shall consider the material submitted by the hearing officer and render a decision within fifteen (15) days after submission. The decision of the City Manager shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

31. Section 3.16.110 (Records) of the Newport Beach Municipal Code is amended to read as follows:

3.16.110 Records.

It shall be the duty of every operator liable for the collection and remittance to the City of any tax imposed by this chapter to keep and preserve, for a period of not less than four

years, all records necessary to determine the amount of tax the operator was required to collect and remit to the City. All retained records shall be subject to audit as provided in Section [3.16.070](#). The Administrative Services Director shall have the right to inspect and/or audit these records at any time during normal business hours on twenty-four (24) hours' written notice. The records shall be maintained at the operator's premises or at a location convenient to the Administrative Services Director. The records shall include at least the following:

- A. Daily summaries of room occupancies;
- B. A record of each occupancy charge for which exemption is claimed, the City-provided form of exemption, if applicable, including the name of the individual occupying the room, dates of occupancy and reasons for exemption;
- C. All qualifying rental agreements.

32. Section 3.16.120 (Refunds) of the Newport Beach Municipal Code is amended to read as follows:

3.16.120 Refunds.

- A. Claim Required. Whenever the amount of any tax, interest or penalty has been overpaid, paid more than once or has been erroneously or illegally collected or received by the City, the tax may be refunded as provided in subsections (B) and (C) of this section; provided, that a written claim for refund is filed with the Administrative Services Director. The claim for refund must be filed within one year of the date of payment, be made on forms furnished by the Administrative Services Director and be signed by the operator under penalty of perjury.
- B. Claim by Operator. An operator may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Administrative Services Director that the person from whom the tax has been collected was not a transient. However, neither a refund nor a credit shall be allowed unless the amount of the tax collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.
- C. Claim by Transient. A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the City by filing a claim in the manner provided in subsection (A) of this section, but only when the tax was paid by the transient directly to the Administrative Services Director, or when the transient, having paid the tax to the operator, establishes to the satisfaction of the Administrative Services Director that the transient has been unable to obtain a refund from the operator who collected the tax.

D. Evidence. No refund shall be paid under the provisions of this section unless the claimant establishes his/her right by written evidence and to the satisfaction of the Administrative Services Director.

33. Section 3.16.140 (Penalty for Violations) of the Newport Beach Municipal Code is amended to read as follows:

3.16.140 Penalty for Violations.

No operator or other person shall willfully: (A) fail or refuse to register as required by this chapter; (B) fail to make any return required by this chapter; (C) fail or refuse to furnish a supplemental return or other data required by the Administrative Services Director; or (D) make a false or fraudulent return or claim.

Chapter 3.28

VISITOR'S SERVICE FEE*

34. The definition of "City Collector" set forth in Section 3.28.010 (Definitions) of the Newport Beach Municipal Code is amended to read as follows:

3.28.010 Definitions.

City Collector. The term "City Collector" shall mean the Administrative Services Director.

35. Section 3.28.035 (Exemptions) of the Newport Beach Municipal Code is amended to read as follows:

3.28.035 Exemptions.

No fee shall be imposed upon:

A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the fee specified in this chapter, and only when in the performance of official duties thereof;

B. Any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty;

C. A transient occupying a hotel pursuant to a qualifying rental agreement entered into prior to the first day of occupancy;

D. An employee of an airline company who is occupying a hotel room in the course of his or her employment, but only when the room is rented by the airline employer pursuant to a qualifying rental agreement that has been preapproved by the Administrative Services Director;

E. Any person or guest occupying a hotel room provided without rent charged (complimentary) to the person or guest by the operator, including but not limited to:

1. Rooms provided to charitable organizations;
2. Rooms provided to meeting planners who may book future hotel rooms and provide business and conferencing opportunities for the economic benefit of the City;
3. Rooms provided to displeased guests; and/or
4. Rooms provided to hotel employees;

F. No exemption shall be granted except pursuant to an application filed when the rent is collected and under penalty of perjury upon a form prescribed by the Administrative Services Director. It is the guest's responsibility to provide necessary proof of the exemption.

36. Section 3.28.050 (Records) of the Newport Beach Municipal Code is amended to read as follows:

3.28.050 Records.

It shall be the duty of every operator liable for the collection and payment to the City of any fee imposed by this chapter to keep and preserve, for a period of not less than four years, all records necessary to determine the amount of fees the operator was required to collect and pay to the City. All retained records shall be subject to audit as provided in Section [3.16.070](#). The Administrative Services Director shall have the right to inspect and/or audit these records at any time during normal business hours on twenty-four (24) hours' written notice. The records shall be maintained at the operator's premises or at a location convenient to the Administrative Services Director. The records shall include at least the following:

- A. Daily summaries of room occupancies;
- B. A record of each occupancy charge for which exemption is claimed, the City provided exemption form, if applicable, including the name of the individual occupying the room, dates for occupancy and reasons for exemption; and
- C. All qualifying rental agreements.

37. Section 3.28.055 (Enforcement Procedures—Appeal) of the Newport Beach Municipal Code is amended to read as follows:

3.28.055 Enforcement Procedures—Appeal.

The Administrative Services Director shall enforce any failure or refusal of any operator to collect the fee, or make any report or remittance of the fee, required by this chapter in

the same manner and subject to the same conditions and procedures as provided in Section [3.16.090](#).

38. Subsection (A) of Section 3.28.060 (Duty of Successor of Operator) of the Newport Beach Municipal Code is amended to read as follows:

3.28.060 Duty of Successor of Operator.

A. If an operator who is liable for any fee or penalties under this chapter sells or otherwise disposes of the hotel operation, his/her successor shall notify the Administrative Services Director of the date of sale at least thirty (30) days before the date of sale, or, if the decision to sell was made less than thirty (30) days prior to the actual sale, shall then immediately upon the sale withhold a sufficient portion of the purchase price to equal the amount of any unpaid fees or penalty until the selling operator produces a receipt from the Administrative Services Director showing that the fees or penalties have been paid or a clearance certificate from the Administrative Services Director stating that no fee or penalty is due. If the seller does not present a receipt or clearance certificate within thirty (30) days after such successor commences to conduct business, the successor shall deposit the withheld amount with the Administrative Services Director pending settlement of the account of the seller.

39. Section 3.28.070 (Refunds) of the Newport Beach Municipal Code is amended to read as follows:

3.28.070 Refunds.

A. Claim Required. Whenever the amount of any fee, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City under this chapter, it may be refunded as provided in subsections (B) and (C) of this section; provided, that a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Administrative Services Director within one year of the date of payment. The claim shall be on forms furnished by the Administrative Services Director.

B. Claim by Operator. An operator may claim a refund, or take as credit against visitor service fees collected and remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Administrative Services Director that the person from whom the fee has been collected was not a guest; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the fee so collected has either been refunded to the guest or credited to rent subsequently payable by the guest to the operator.

C. Claim by Guest. A guest may obtain a refund of visitor service fees overpaid or paid more than once or erroneously or illegally collected or received by the City by filing a claim

in the manner provided in subsection (A) of this section, but only when the fee was paid by the guest directly to the Administrative Services Director, or when the guest, having paid the fee to the operator, establishes to the satisfaction of the Administrative Services Director that the guest has been unable to obtain a refund from the operator who collected the fee.

D. Evidence. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto.

40. Section 3.28.085 (Penalty for Violations) of the Newport Beach Municipal Code is amended to read as follows:

3.28.085 Penalty for Violations.

No operator or other person shall willfully: (A) fail or refuse to register as required by this chapter; (B) fail to make any return required by this chapter; (C) fail or refuse to furnish a supplemental return or other data required by the Administrative Services Director; or (D) make a false or fraudulent return or claim.

**Chapter 3.30
AIR QUALITY IMPROVEMENT TRUST FUND**

41. Subsection (G) of Section 3.30.010 (Findings) of the Newport Beach Municipal Code is amended to read as follows:

3.30.010 Findings.

G. For cities and counties located within the jurisdiction of the SCAQMD that comply with Section [44243](#) of the California Health and Safety Code, forty cents (\$0.40) of every dollar collected under California Health and Safety Code Section [44223](#) shall be distributed to the cities and counties on the basis of the jurisdiction's prorated share of population as defined by the State Department of Finance.

42. The definition of "Fee Administrator" set forth in Section 3.30.030(B) (Definitions) of the Newport Beach Municipal Code is amended to read as follows:

3.30.030 Definitions.

B. "Fee Administrator" shall mean the Administrative Services Director of the City.

Chapter 3.32
SPECIAL IMPROVEMENT DISTRICT FINANCING CODE

43. Section 3.32.320 (Establishment or Changing Appropriations Limit—Election on Proposition—Adjustment) of the Newport Beach Municipal Code is amended to read as follows:

3.32.320 Establishment or Changing Appropriations Limit—Election on Proposition—Adjustment.

The City Council may submit a proposition to establish or change the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of a special improvement district to the qualified electors of a proposed or established district. The proposition establishing or changing the appropriations limit shall become effective if approved by the qualified electors voting on the proposition and shall be adjusted for changes in the cost of living and changes in populations, as defined by California Government Code Sections 7901(b) and (c), except that the change in population may be estimated by the City Council in the absence of an estimate by the Department of Finance, and in accordance with Section 1 of Article XIII B of the California Constitution. For purposes of adjusting for changes in population, the population of the district shall be deemed to be at least one person during each calendar year.

44. Section 3.32.890 (Signatures on Bonds or Coupons—Place Bonds Are Payable) of the Newport Beach Municipal Code is amended to read as follows:

3.32.890 Signatures on Bonds or Coupons—Place Bonds Are Payable.

The bonds shall be signed by a signatory authorized to so sign by the City Council and shall be countersigned by a signatory authorized to so countersign by the City Council. All signatures on the bonds may be printed, lithographed, or engraved. If any officer whose signature appears on the bonds ceases to be that officer before the delivery of the bonds, his or her signature is as effective as if he or she had remained in office. All bonds shall be payable at the office of the Director of Administrative Services or at the office of any agent designated by the City.

Chapter 3.34
MARINE CHARTER PASSENGER TAX

45. Subsection (A) of Section 3.34.060 (Reporting and Remitting) of the Newport Beach Municipal Code is amended to read as follows:

3.34.060 Reporting and Remitting.

A. Each marine activities permittee, owner or operator shall, on or before the last day of the month following the close of the reporting period, as established by the Administrative Services Director, file a return with the Revenue Manager on forms provided by the City, listing the total number of passengers carried during the reporting period and the total tax collected by the permittee. The full amount of the tax collected shall be remitted to the Revenue Manager at the time the return is filed. Returns and tax payments shall be due immediately upon cessation of business for any reason. All taxes collected by permittees shall be held in trust for the account of the City until payment thereof is made to the Revenue Manager.

Chapter 3.36
COST RECOVERY FOR USER SERVICES

46. Subsection (E) and Exhibit “A” of Section 3.36.030 (Cost Recovery Percentages) of the Newport Beach Municipal Code are amended to read as follows:

3.36.030 Cost Recovery Percentages.

E. Fees for service established in the fee resolution may be waived by:

1. The City Council;
2. The City Manager, up to an amount not to exceed one thousand dollars (\$1,000.00), per occurrence, for fees imposed on nonprofit organizations for nonprofit sponsored events; or
3. The City Manager or the Administrative Services Director up to an amount not to exceed five thousand dollars (\$5,000.00), per occurrence, if the City Manager or Administrative Services Director determines that the imposition of the fee would exceed the actual cost to the City or would result in duplicative fees for services rendered.

Exhibit A

The City’s cost of providing the following services shall be recovered through direct fees charged for services. Exhibit “A” limits cost recovery fees to the percentages or dollar amounts indicated below.

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
All Departments	
Appeals—For Any User Services Appeal Not Otherwise Specified—Appellant Successful	0%
Appeals—For Any User Services Appeal Not Otherwise Specified—Appellant Unsuccessful	50%
Community Development Department	
Chapter 17.65 Appeal—Appellant Successful	0%
Chapter 17.65 Appeal to City Council or Harbor Commission—Appellant Unsuccessful	50%
Building	
Appeals Board Hearing—Appellant Successful	0%
Appeals Board Hearing—Appellant Unsuccessful	50%
Harbor Construction	50%
Preliminary Plan Review	First Two Hours Free, Full Cost Thereafter
Planning	
Appeals to City Council or Planning Commission—Appellant Successful	0%
Appeals to City Council or Planning Commission—Appellant Unsuccessful	50%
Coastal Development Permit Application Appeals from Zoning Administrator to Planning Commission	0%

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
General Plan Maintenance Fee	12%
Reasonable Accommodation	0%
Administrative Services Department	
Admin. Cite Hearings	0%
Parking Hearings	0%
Short Term Lodging Permit Suspension or Revocation Hearing—Appellant Successful	0%
Short Term Lodging Permit Suspension or Revocation Hearing—Appellant Unsuccessful	50%
Zero Bill Reprint	0%
Fire Department	
Emergency Medical Services	
Advanced Life Support (ALS)—Nontransport	\$400
Basic Life Support (BLS)—Nontransport	\$400
ALS First Responder Fee	\$400
BLS First Responder Fee	\$400
Harbor Department	
Chapter 17.65 Appeal—Appellant Successful	0%
Chapter 17.65 Appeal to City Council or Harbor Commission—Appellant Unsuccessful	50%

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Deposit/Late Cancellation Fee for Use of Human Lift—Marina Park	0%
Deposit/Late Cancellation Fee for Use of Human Lift—Balboa Marina PD	0%
Library Services Department	
Black and White Copies from Self-Service Copier or Printer	\$0.15
Color Copies from Self-Service Copiers or Printers	\$0.45
Use Fees—Materials	\$1
Inter-Library Loan	\$5
Police Department	
Bike Licenses	0%
Citation Sign-off	\$10
Fingerprinting—City Portion	\$25
Secondhand/Pawn Dealer Tag Check	0%
Registrant—Narcotics	0%
Registrant—Sex	0%
Animal Shelter	
Adoption Fee—Puppies	\$225

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Adoption Fee—Senior Dog—Animal Over Eight (8) Years Old	\$70
Adoption Fee—Dog—All Other	\$150
Adoption Fee—Kittens	\$110
Adoption Fee—Senior Cat—Animal Over Eight (8) Years Old	\$70
Adoption Fee—Cat—All Other	\$90
Adoption Fee—Small Animals	\$45
Boarding Fee (per day)—Animals	\$25
Boarding Fee (per day)—Small Animals	\$10
Owner Turn-In Fee— Altered Animal	\$100
Owner Turn-In Fee—Unaltered Animal	\$200
Impound Fee—Dogs, Cats, Small Animals	\$62
Public Works Department	
Chapter 17.65 Appeal—Appellant Successful	0%
Chapter 17.65 Appeal to City Council or Harbor Commission—Appellant Unsuccessful	50%
RGP Dredging Permit	100%
Recreation and Senior Services Department	
Adult Sports	50%—95%

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Administrative Processing Fee	\$5
Badge Replacement	\$5
After School/Camp Programs	
Camps	20%—50%
After-School/Teen Program	20%—50%
Preschool Program	20%—50%
Aquatics	20%—50%
Contract Classes	50%—95%
Class Refunds	
\$74 or less	\$10
\$75 or more	\$20
Youth Sports	20%—50%
Special Events—Levels 1, 2, and 3	
Resident, Level 1 and Late Fees for Level 1	0%—20%
Resident, Levels 2—3 and Late Fees for Levels 2—3	20%—50%
Nonresident, Levels 1—2 and Late Fees for Level 1	20%—50%
Nonresident, Level 3 and Late Fees for Levels 2—3	50%—95%
Appeal to City Council—Appellant Successful	0%

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Appeal to City Council—Appellant Unsuccessful	50%—95%
Natural Resources Programs	0%—20%
Senior Services	
OASIS Transportation	\$1—\$3 each way
Contract Classes	20%—50%
Fitness Center	50%—95%
Utilities Department	
Construction Water Meter Establishment	50%
Fats, Oils, and Grease (FOG) Annual Permit	0%
City Council, Board, Commission, Committee or Any Individual Member Thereof When Acting Within the Scope of Their Official Duties	
Review from a Lower Body or Official	\$0

**Title 5
BUSINESS LICENSES AND REGULATIONS***

**Chapter 5.04
GENERAL PROVISIONS***

47. The definition of “Gross Receipts” set forth in Section 5.04.010(D) (Definitions) of the Newport Beach Municipal Code is amended to read as follows:

5.04.010 Definitions.

D. “Gross receipts” shall mean the total amounts actually received or receivable from sales and the total amounts actually received or receivable for the performance of any

act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service cost, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" shall be the following:

1. Cash discounts allowed or taken on sales.
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts."
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser.
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit.
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.
6. Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee has furnished the Administrative Services Director with the names and addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustee.
7. Cash value of sales, trades or transactions between departments or units of the same business.
8. Transactions between a partnership and its partners.
9. Receipts from services or sales in transactions between affiliated corporations. An affiliated corporation is a corporation:
 - a. Devoting a nonvoting stock of which is owned at least eighty (80) percent by such other corporation with which such transaction is had; or
 - b. Which owns at least eighty (80) percent of the voting and nonvoting stock of such other corporation; or
 - c. At least eighty (80) percent of the voting and nonvoting stock of which is owned by a common parent corporation which also has such ownership of the corporation with which transaction is had.

10. Receipts from investments where the holder of the investment receives only interest and/or dividends.

11. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the licensee in the regular course of the licensee's business.

48. Section 5.04.025 (Hardship) of the Newport Beach Municipal Code is amended to read as follows:

5.04.025 Hardship.

In the case of financial, medical or other hardship, the Administrative Services Director may establish a payment plan allowing additional time for repayment of any tax or penalty due. A person's failure to comply with the payment plan may result in all amounts, and any penalties, immediately due and payable to the City.

The City Manager may, in his or her discretion in cases of hardship, waive the tax and/or penalty payment requirements of this chapter.

49. Section 5.04.040 (Evidence of Doing Business) of the Newport Beach Municipal Code is amended to read as follows:

5.04.040 Evidence of Doing Business.

When any person shall by use of digital media, signs, circulars, cards, telephone book, newspapers, or other format, advertise, hold out, or represent that he or she is in business in the City, or when any person holds an active license or permit issued by a governmental agency indicating that he or she is in business in the City, and such person fails to deny by a sworn statement given to the Administrative Services Director that he or she is not conducting a business in the City, after being requested to do so by the Administrative Services Director, then these facts shall be considered prima facie evidence that he or she is conducting a business in the City.

50. Section 5.04.050 (Constitutional Apportionment) of the Newport Beach Municipal Code is amended to read as follows:

5.04.050 Constitutional Apportionment.

None of the license taxes provided for by this title shall be so applied as to occasion an undue burden upon interstate commerce or be violative of the equal protection and due process clauses of the Constitutions of the United States and the State of California.

In any case where a license tax is believed by a licensee or applicant for a license to place an undue burden upon interstate commerce or be violative of such constitutional clauses, he or she may apply to the Administrative Services Director for an adjustment of

the tax. Such application may be made before, at, or within six months after payment of the prescribed license tax. The applicant shall, by sworn statement and supporting testimony, provide any information as the Administrative Services Director may deem necessary in order to determine the extent, if any, of such undue burden or violation. The Administrative Services Director shall then conduct an investigation, and, after having first obtained the written approval of the City Attorney, shall fix as the license tax for the applicant an amount that is reasonable and nondiscriminatory, or if the license tax has already been paid, shall order a refund of the amount over and above the license tax so fixed. The Administrative Services Director is hereby authorized to adopt such reasonable rules and regulations as may be necessary to guide him or her in determining proper apportionment of the business license tax hereunder so as to not place an undue burden on interstate commerce or be violative of such constitutional clauses.

51. Section 5.04.060 (Exemptions—Exempt by Federal or State Law) of the Newport Beach Municipal Code is amended to read as follows:

5.04.060 Exemptions—Exempt by Federal or State Law.

Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the State from the payment of such taxes as are herein prescribed.

Any person claiming an exemption pursuant to this section shall file a sworn statement with the Administrative Services Director stating the facts upon which exemptions are claimed, and in the absence of such statement substantiating the claim, such person shall be liable for the payment of the taxes imposed by this title.

The Administrative Services Director shall, upon a proper showing contained in the sworn statement, issue a license to such person claiming exemption under this section without payment to the City of the license tax required by this title.

The Administrative Services Director, after giving notice and a reasonable opportunity for hearing to a licensee, may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption as provided herein. The Administrative Services Director's determination shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

52. Section 5.04.090 (Minor's Exemptions) of the Newport Beach Municipal Code is amended to read as follows:

5.04.090 Minor's Exemptions.

Any person under eighteen (18) years of age, whose annual gross receipts from any business done within the City are within the earned income threshold pursuant to Internal Revenue Service regulations, shall be exempt from the requirements of this chapter.

Within thirty (30) days of a request by the Administrative Services Director, any person claiming an exemption pursuant to this section shall submit to the Administrative Services Director documents requested by the Administrative Services Director that show the person is a minor and that the annual gross receipts from any business done within the City are within the earned income threshold set forth in the Internal Revenue Service regulations. If the Administrative Services Director determines additional evidence is necessary, the Administrative Services Director shall notify the person seeking the exemption of the date and time of a hearing regarding the exemption. After the hearing, the Administrative Services Director shall make a determination as to whether the exemption applies, and that determination shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

53. Section 5.04.100 (Exemption for Artists and Art Exhibits) of the Newport Beach Municipal Code is amended to read as follows:

5.04.100 Exemption for Artists and Art Exhibits.

A business license shall not be required of individual artists for the exhibition or display of paintings, sculpture, photographs, handmade jewelry or other fine arts. Any artist shall be exempt from the requirements of this title if the sales of his or her artwork within the City do not result in annual gross receipts in excess of four thousand nine hundred dollars (\$4,900.00), automatically adjusted annually to reflect the percentage change in the cost of doing business as measured by the Consumer Price Index and rounded to the nearest dollar.

Within thirty (30) days of a request by the Administrative Services Director, any person claiming an exemption pursuant to this section shall submit to the Administrative Services Director documents requested by the Administrative Services Director that show the person's annual gross receipts from any business done within the City are less than the amount to qualify for the exemption. If the Administrative Services Director determines additional evidence is necessary, the Administrative Services Director shall notify the person seeking the exemption of the date and time of a hearing regarding the exemption. After the hearing, the Administrative Services Director shall make a determination as to whether the exemption applies, and that determination shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

54. Section 5.04.140 (Application for Business License) of the Newport Beach Municipal Code is amended to read as follows:

5.04.140 Application for Business License.

Before any business license is issued to any person, such person shall make an application to the Administrative Services Director. Applicant must state the name of the party to whom the license is to be issued; the nature of the trade or business to be pursued; the place where such business will be conducted and such other information as may be necessary for the enforcement of the provisions of this title.

A business license application may be denied if the Administrative Services Director determines that the applicant failed to complete all portions of the license application or has failed to comply with one or more of the provisions of this chapter.

55. Section 5.04.160 (Processing of Application) of the Newport Beach Municipal Code is amended to read as follows:

5.04.160 Processing of Application.

Upon application and tender of the required license fee, the Administrative Services Director shall process the application. Applications for new businesses, or as may be deemed necessary by the Administrative Services Director, may be submitted to other departments as necessary, including the Health Officer if health and sanitation may be affected, to determine whether the business and premises to be occupied meet the requirements of applicable law.

56. Section 5.04.170 (Issuance of License—Contents) of the Newport Beach Municipal Code is amended to read as follows:

5.04.170 Issuance of License—Contents.

Upon processing the application and receipt of the appropriate license fee, the Administrative Services Director shall prepare and issue the license showing upon the face of each license the following:

- A. Name of business and location;
- B. Business license number;
- C. Type of business by code;
- D. Date of issuance;
- E. Date of expiration; and
- F. Term of license.

57. Section 5.04.200 (Duplicate License) of the Newport Beach Municipal Code is amended to read as follows:

5.04.200 Duplicate License.

The Administrative Services Director shall charge a fee as set forth by resolution of the City Council for each duplicate license issued to replace any license issued under the provisions of this title which has been lost or destroyed, upon reasonable proof thereof.

58. Section 5.04.205 (Business Closure) of the Newport Beach Municipal Code is amended to read as follows:

5.04.205 Business Closure.

Any business which has ceased operating and conducting business in this City shall inform the Administrative Services Director in writing of the date the business has ceased conducting business, and having done such, the license shall be closed and no further license taxes or penalties shall accrue. In the event of any such closure, there shall be no rebate of any portion of the tax or fee paid by such licensee and, in any application for a new license, there shall be no proration of the required tax or fee.

59. Section 5.04.210 (License Nontransferable) of the Newport Beach Municipal Code is amended to read as follows:

5.04.210 License Nontransferable.

Each license granted or issued under any provisions of this title shall authorize the licensee to transact or carry on the business therein named, at the place therein designated and at no other place and the license shall not be assignable or transferable. A change of location shall be allowed to the holder of the license upon the payment, set forth by resolution of the City Council, to the Administrative Services Director within thirty (30) days of such change taking place.

60. Subsection (C) of Section 5.04.220 (Posting and Keeping a License) of the Newport Beach Municipal Code is amended to read as follows:

5.04.220 Posting and Keeping a License.

C. Whenever identifying stickers, tags, plates or symbols have been issued for each vehicle, device, machine or other piece of equipment included in the measure of a license tax, the person to whom such stickers, tags, plates or symbols have been issued shall keep firmly affixed upon each vehicle, device, machine, or other piece of equipment the identifying sticker, tag, plate or symbol which has been issued therefor at such locations as are designated by the Administrative Services Director. Such sticker, tag, plate or symbol shall not be removed from any vehicle, device, machine, or piece of equipment kept in use, during the period for which the sticker, tag, plate or symbol is issued.

61. Subsection (B) of Section 5.04.230 (Payment, Term of License and Notice of Billings) of the Newport Beach Municipal Code is amended to read as follows:

5.04.230 Payment, Term of License and Notice of Billings.

B. The Administrative Services Director is not required to send a notice or a bill to any business subject to the provisions of this chapter and the failure to send or receive such notice or bill shall not affect the validity of any tax or penalty due or the duty of such business to pay the required tax or penalty due.

62. Section 5.04.260 (Penalties for Delinquency) of the Newport Beach Municipal Code is amended to read as follows:

5.04.260 Penalties for Delinquency.

For failure to pay a license tax when due, unless Administrative Services Director has provided a payment plan pursuant to Section [5.04.025](#), the Administrative Services Director shall add a penalty of twenty-five (25) percent of said license tax on the last day of each month after the due date thereof, providing that the amount of such penalty to be added shall in no event exceed fifty (50) percent of the amount of the license tax due.

63. Section 5.04.280 (Refunds) of the Newport Beach Municipal Code is amended to read as follows:

5.04.280 Refunds.

The Administrative Services Director may refund any license fee, tax or penalty which he or she determines was erroneously collected, but no license fee, tax or penalty shall be refunded if, prior to his or her application for a license, the applicant has engaged in the business for which the license is sought.

64. Subsections (A) and (B) of Section 5.04.290 (Enforcement—Right of Entry) of the Newport Beach Municipal Code are amended to read as follows:

5.04.290 Enforcement—Right of Entry.

A. Enforcement. It shall be the duty of the Administrative Services Director to enforce each and all of the provisions of this title, and the Chief of Police shall render such assistance in its enforcement as may from time to time be required by the Administrative Services Director.

B. Right of Entry. The Administrative Services Director and any police officer or City employee whose job includes the inspection of the business license shall have the power and authority to enter, free of charge, and during regular business hours, any place of business required to be licensed and demand an exhibition of its license certificate. No person having such license certificate issued in the person's possession or under the person's control shall willfully fail to exhibit the same on demand.

65. Section 5.04.300 (Examination of Books, Records, Witnesses, Information Confidential) of the Newport Beach Municipal Code is amended to read as follows:

5.04.300 Examination of Books, Records, Witnesses, Information Confidential.

The Administrative Services Director, or any authorized employee, is hereby authorized to examine the books, papers and records of any person subject to this chapter, who has made the election to pay a gross receipts tax, for the purpose of verifying the accuracy of any return made, or, if no return is made, to ascertain the license fees due under this title. Every licensee or supposed licensee is hereby directed and required to furnish to the Administrative Services Director the means, facilities and opportunity for making such examination and investigation as are hereby authorized. The Administrative Services Director is hereby authorized to examine any person, under oath, for the purpose of verifying the accuracy of any return made, or, if no return is made, to ascertain the license fees due under this title, and for this purpose may compel the production of books, papers and records and the attendance of all persons before him or her, whether as parties or witnesses, whenever he or she believes such persons have knowledge of such matters.

The refusal of such examination by any employer or person subject or presumed to be subject to the license fees shall be deemed a violation of this chapter and be subject to administrative citation as provided in Chapter [1.05](#).

All information obtained by the Administrative Services Director under this section shall be confidential, as provided in Section [5.04.310](#).

66. Section 5.04.320 (Extension of Time) of the Newport Beach Municipal Code is amended to read as follows:

5.04.320 Extension of Time.

In addition to all other power conferred upon him or her, the Administrative Services Director shall have the power, for good cause shown, to extend the time for filing any required sworn statement or application for a period not to exceed thirty (30) days and, in such case, to waive any penalty that would otherwise have accrued.

67. Section 5.04.330 (Appeal) of the Newport Beach Municipal Code is amended to read as follows:

5.04.330 Appeal.

Any person aggrieved by any decision of the Administrative Services Director with respect to the issuance or refusal to issue such license may appeal to the City Manager by filing a notice of appeal with the City Clerk. The City Manager shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of the hearing by serving the notice in the manner provided in Section [1.08.080](#). The City Manager shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this chapter. After the hearing, the City Manager shall make a determination, and that

determination shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

Chapter 5.12
VEHICLES FOR HIRE*

68. Section 5.12.030 (Application for Certificate) of the Newport Beach Municipal Code is amended to read as follows:

5.12.030 Application for Certificate.

An application for a certificate shall be filed with the Administrative Services Director upon forms provided by the City. The application must be signed by the applicant and be accompanied by a fee as established by resolution of the City Council, and shall contain or be accompanied by the following information:

- A. The name and address of the applicant, and, if the same be a corporation, the names of its principal officers, or, if the same be a partnership, association or fictitious company, the names of the partners or persons comprising the association or company, with the address of each.
- B. A complete schedule of the rates proposed to be charged for each type of vehicle.
- C. A description of every vehicle which the applicant proposes to use, including trade name, motor or serial number, State license number and body style.
- D. The location of the business and the place where the applicant proposes to keep such vehicles described in this chapter while not actually engaged.
- E. The distinct color scheme, name, monogram and insignia which shall be used on each vehicle.
- F. The name of the legal and registered owner of each such vehicle.
- G. The experience of the applicant in the business or businesses for which the person is seeking a certificate or certificates.
- H. Any facts which the applicant believes would tend to prove the public convenience and necessity requiring the granting of a certificate.
- I. Such further information as the Administrative Services Director may require.

Chapter 5.15
REGULATION OF NEWPORT BEACH POLICE OFFICIAL TOW SERVICES*

69. Section 5.15.040 (Tow Truck Service Specifications) of the Newport Beach Municipal Code is amended to read as follows:

5.15.040 Tow Truck Service Specifications.

The City Clerk shall be authorized to advertise for bids. Notice inviting bids shall be published in the official newspaper at least ten (10) days before the time for opening bids. Notice shall list the date, time and location for receiving sealed bids and the time at which the bids will be opened. Bids shall be submitted on forms obtained from the Administrative Services Department. The bid proposal shall be consistent with the tow truck service specifications, contain information indicating compliance with Section [5.15.100](#), and provide a tow rate schedule for the following:

- A. Standard tow rate;
 - 1. Light duty towing,
 - 2. Medium duty towing,
 - 3. Heavy duty towing,
- B. Dolly;
- C. Go jacks;
- D. Remove and replace drive shaft;
- E. Roll-over and winching;
- F. Hourly rate for extended service;
- G. Open after hours for releasing of vehicles;
- H. Storage rates:
 - 1. Inside: cars and trucks,
 - 2. Outside: cars and trucks,
 - 3. Motorcycle,
- I. On-site release.

70. Subsection (K) of Section 5.15.110 (Standard Rules of Operation) of the Newport Beach Municipal Code is amended to read as follows:

5.15.110 Standard Rules of Operation.

- K. Upon request, official police towing services shall submit a report to the Chief of Police and the Administrative Services Director, which may include any of the following:
- 1. Total police impounds;
 - 2. Number of times dispatched by the Police Department;

3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of the California Civil Code, and reporting such lien sales as per authority of the California Vehicle Code;
5. Number of vehicles sold under authority of California Civil Code Section [3073](#);
6. Names and addresses of buyers and description of vehicles when sold;
7. Number of calls answered which took more than one hour to handle.

71. Subsection (B) of Section 5.15.130 (Liability Insurance) of the Newport Beach Municipal Code is amended to read as follows:

5.15.130 Liability Insurance.

B. All insurance policies shall be submitted to the Risk Manager for approval prior to the provider's designation as one of the City's official police tow service providers. Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the Risk Manager and the Administrative Services Director.

**Chapter 5.90
ESCORT SERVICE**

72. Subsection (A) of Section 5.90.035 (Application for Employee Permit) of the Newport Beach Municipal Code is amended to read as follows:

5.90.035 Application for Employee Permit.

A. Any person desiring an employee permit shall file a written application on the required form with the Administrative Services Director who shall refer all such applications to the Chief of Police for investigation. The applicant shall accompany the application with the appropriate filing fee set by resolution of the City Council.

73. Section 5.90.045 (Change of Business) of the Newport Beach Municipal Code is amended to read as follows:

5.90.045 Change of Business.

Every escort service permit holder shall report immediately to the Chief of Police any and all changes of ownership or management of the escort service including but not limited to changes of manager or other persons principally in charge, stock holders holding more than ten percent of the stock of the corporation, officers, directors, and partners, any and all changes of name, style or designation under which the business is to be conducted, and all changes of address or telephone numbers of the escort service business. A change of location of any premises may be approved by the Chief of Police and

the Administrative Services Director provided that there is compliance with all applicable regulations of the City of Newport Beach.

Chapter 5.95
SHORT TERM LODGING PERMIT

74. The definition of “Finance Director” set forth in Subsection (E) of Section 5.95.010 (Definitions) of the Newport Beach Municipal Code is renamed and amended to read as follows:

5.95.010 Definitions.

For the purpose of this chapter, the following definitions shall apply:

E. “Administrative Services Director” shall mean the Administrative Services Director of the City or his or her designee.

75. Section 5.95.030 (Application for Permit) of the Newport Beach Municipal Code is amended to read as follows:

5.95.030 Application for Permit.

An application for an annual short term lodging permit, renewal of a short term lodging permit, reinstatement of a short term lodging permit or transfer of a short term lodging permit shall be filed with the Administrative Services Director upon forms provided by the City.

A. An application for a new permit, renewal permit, the reinstatement of a permit or the transfer of a permit shall contain the following information:

1. The name, address and telephone number of the owner of the unit for which the short term lodging permit is to be issued.
2. The name, address and telephone number of the agent, if any, of the owner of the unit.
3. Evidence of a valid business license issued by the City for the separate business of operating a short term lodging unit or units.
4. The number of bedrooms in the lodging unit.
5. The gross floor area of the lodging unit.
6. The number of parking spaces available on site and a description indicating the location and size of each parking space.
7. A nuisance response plan, which sets forth the owner’s plan for handling disruptive transient users.

8. A certification that the applicant has reviewed the covenants, conditions and restrictions, if any, and a short term use is permitted at the location pursuant to the terms of the covenants, conditions and restrictions, if any.

9. Acknowledgment of receipt and inspection of a copy of all regulations pertaining to the operation of a short term lodging unit.

10. Such other information as the Administrative Services Director deems reasonably necessary to administer this chapter.

B. An application for the renewal of a short term lodging permit shall be filed within thirty (30) calendar days of the short term lodging permit's expiration, or the short term lodging permit shall be deemed abandoned.

C. An application for the reinstatement of a short term lodging permit closed by the Administrative Services Director pursuant to Section [5.95.080](#) shall be filed within thirty (30) calendar days of the date the permit was closed by the Administrative Services Director, or the short term lodging permit shall be deemed abandoned.

D. An application for the reinstatement of a previously suspended short term lodging permit shall be filed within thirty (30) calendar days of the end of the suspension period, or the short term lodging permit shall be deemed abandoned.

E. If any application is deemed incomplete, which shall be determined in the sole discretion of the Administrative Services Director, the application shall be completed within thirty (30) calendar days of the service of notice that the application is incomplete, which shall be served in accordance with Section [1.08.080](#), or the application and any associated permit shall be deemed abandoned.

F. If good causes exist, as determined in the sole discretion of the Administrative Services Director, the Administrative Services Director may extend the deadlines set forth in subsections (B) through (E) of this section.

G. For purposes of calculating the maximum number of permits under Section [5.95.042](#), a short term lodging permit shall be deemed valid until the applicable permit has been deemed abandoned.

76. Section 5.95.035 (Denial of Permit) of the Newport Beach Municipal Code is amended to read as follows:

5.95.035 Denial of Permit.

If permits are available for issuance, no timely application filed by an owner for an annual permit, renewal of a permit, reinstatement of a permit or transfer of a permit for a unit eligible to be used as a short term lodging unit, as provided for in Section [5.95.015](#) and this Code, shall be denied unless: the owner does not have a current valid business

license; the owner has failed to pay transient occupancy tax, the visitor service fee, a penalty, a fine or inspection cost, due and owing to the City; the nuisance response plan is deemed inadequate by the Administrative Services Director; or the short term lodging permit for the same unit and issued to the same owner has been revoked.

77. Subsection (D) of Section 5.95.042 (Maximum Number of Permits) of the Newport Beach Municipal Code is amended to read as follows:

5.95.042 Maximum Number of Permits.

D. If the City has issued the maximum number of permits available, the City shall maintain a waiting list. An application for placement on the waiting list shall be submitted to the Administrative Services Director, on a form approved by the Administrative Services Director, and shall be accompanied by a fee established by resolution of the City Council. In the event a short term lodging permit becomes available, the Administrative Services Director shall notify the person or persons next in order on the waiting list. The notice shall specify that applications will be accepted for ten (10) calendar days after the date of the notice, and that failure to apply within the ten (10) calendar-day period shall result in removal of the person or persons receiving notice from the waiting list. The Administrative Services Director may extend the deadline to apply if the Administrative Services Director determines that good cause has been shown to extend the deadline. Notice shall be deemed given when deposited in the United States mail, with the first-class postage prepaid, and addressed as specified by the person or persons on the waiting list. The City shall not be liable for a failure to notify any person or persons on the waiting list since placement on the list does not create any property right in any person or persons on the list nor any contractual obligation on the part of the City.

78. Subsection (B) of Section 5.95.043 (Transfer of Permit) of the Newport Beach Municipal Code is amended to read as follows:

5.95.043 Transfer of Permit.

B. The deadlines set forth in subsection (A) of this section are established for purposes of setting deadlines for the transfer of a valid permit that has not been deemed abandoned in accordance with Sections [5.95.030\(B\)](#) through (F). The deadlines set forth in subsection (A) of this section shall not extend the deadlines set forth in or in accordance with Sections [5.95.030\(B\)](#) through (F). Authorization to transfer a valid short term lodging permit shall be deemed waived and the permit abandoned if an application is not filed to transfer a permit in accordance with the deadlines set forth in subsection (A) this section, unless the Administrative Services Director determines that good cause has been shown for extending the deadline.

79. Section 5.95.045 (Conditions) of the Newport Beach Municipal Code is amended to read as follows:

5.95.045 Conditions.

A. All permits issued pursuant to this chapter are subject to the following standard conditions:

1. The owner shall prohibit a lessee of a lodging unit from renting the lodging unit to a transient user for a short term and from home-sharing.
2. The owner shall not rent a lodging unit to a transient user that is under the age of twenty-five (25).
3. The owner shall enter into a written agreement with the transient user that requires:
 - a. All persons residing in the short term lodging unit to live together as a single housekeeping unit; and
 - b. Limits the overnight occupancy of the short term lodging unit to the maximum permitted by the building code and fire code.
4. The owner shall ensure that the transient user complies with all terms of the written agreement set forth in subsection (A)(3) of this section.
5. The owner shall use best efforts to ensure that the transient user, occupants and/or guests of the short term lodging unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any state or federal law pertaining to noise, disorderly conduct, the consumption of alcohol, or the use of illegal drugs.
6. The owner shall, upon notification that any transient user, occupant and/or guest of his or her short term lodging unit has created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of this Code or any state or federal law pertaining to noise, disorderly conduct, the consumption of alcohol or the use of illegal drugs, promptly use best efforts to prevent a recurrence of such conduct by any transient user, occupant or guest.
7. The owner of the short term lodging unit shall use best efforts to ensure compliance with all the provisions of Title [6](#).
8. The owner of the short term lodging unit shall provide the transient user with a copy of Sections [5.95.047](#), [10.28.007](#), [10.28.010](#), [10.28.020](#), [10.58.030](#), and [10.66.020](#).
9. The owner of the short term lodging unit shall provide the transient user with a copy of the good neighbor policy created by the City and available on the City website, post a copy of the short term lodging permit and post a copy of the conditions set forth in this subsection in a conspicuous place within the unit. The notice shall be in substantial

compliance with a template created by the City, which shall be available on the City website, and contain the following:

- a. The name of the local contact person(s) and phone number at which that person(s) may be reached on a twenty-four (24) hour basis. The local person(s) must be located within twenty-five (25) miles of the unit and shall respond to any call related to the unit within thirty (30) minutes;
- b. The number and location of on-site parking spaces;
- c. The street sweeping schedule for all public rights-of-way within three hundred (300) feet of the unit;
- d. The trash collection schedule for the unit, and the Code rules and regulations concerning the timing, storage and placement of trash containers and recycling requirements;
- e. Notification that no amplified sound or reproduced sound is allowed outside or audible from the property line between the hours of 10:00 p.m. and 10:00 a.m.; and
- f. Notification that any transient user, occupant or guest is responsible for all activities occurring on the property and that any transient user, occupant or guest may be cited and fined for creating a disturbance or violating any provision of this Code.

10. With respect to any short term lodging unit that is located in any safety enhancement zone, the owner of the unit and any agent retained by the owner shall take immediate action during the period that the safety enhancement zone is in effect to prevent any transient user, occupant or guest from engaging in disorderly conduct or committing violations of this Code or state or federal law pertaining to noise, disorderly conduct, the consumption of alcohol or the use of illegal drugs.

11. The owner shall:

- a. Ensure that all transient occupancy taxes and visitor service fees are collected and remitted to the City and otherwise comply with all transient occupancy tax and visitor service fee requirements, as set forth in Chapters [3.16](#) and [3.28](#).
- b. If the owner uses an agent to collect and remit the transient occupancy tax and the visitor service fee, either voluntarily or as directed by the City, the owner shall be responsible for ensuring that the agent collects and remits the transient occupancy tax and the visitor service fee to the City pursuant to the requirements set forth in this chapter and Chapters [3.16](#) and [3.28](#).
- c. If the Administrative Services Director directs, in writing, a hosting platform to collect and remit the transient occupancy tax and the visitor service fee, the owner shall: (i) be responsible for ensuring that the hosting platform collects and remits the transient

occupancy tax and the visitor service fee to the City in accordance with this chapter; and (ii) when filing a return in accordance with Sections [3.16.070](#) and [3.28.040](#), the owner shall provide the City with a copy of all receipts showing the date the short term lodging unit was rented, the name of the hosting platform, the amount of transient occupancy tax and visitor service fee collected by the hosting platform, and proof that the transient occupancy tax and visitor service fee was remitted to the City.

12. The owner shall provide the City with the name and twenty-four (24) hour phone number of a local contact person(s) (who resides within twenty-five (25) miles of the property) who shall respond to contacts from the answering service, respond to any call related to the unit within thirty (30) minutes, and ensure compliance with this chapter in a timely manner. The owner or agent must provide a new local contact person and his or her phone number within five business days, if there is a change in the local contact person(s).

13. The owner shall ensure that all available parking spaces on site, which may include garage, carport, and driveway spaces as well as tandem parking, are available for the transient user, occupant or guest of the short term lodging unit. The owner shall disclose the number of parking spaces available on site and shall inform the transient user, occupant and/or guest that street parking may not be available.

14. The owner shall maintain a valid business license and short term lodging permit when engaging in short term lodging.

15. The owner shall include the City issued short term lodging permit number on all advertisements for the rental of the short term lodging unit and shall ensure the transient user is informed of the amount of the transient occupancy tax and visitor service fee prior to completion of the booking transaction.

16. The owner shall ensure that a permitted short term lodging unit is only used for residential purposes and not used for nonresidential uses, including, but not limited to, large commercial or non-commercial gatherings, commercial filming and/or nonowner wedding receptions.

17. The owner shall ensure that no amplified sound or reproduced sound is used outside or audible from the property line between the hours of 10:00 p.m. and 10:00 a.m. and that the transient user does not violate the requirements set forth in this chapter and Chapters [10.28](#), [10.58](#) and [10.66](#).

18. The owner shall comply with the nuisance response plan submitted with the application for a short term lodging permit and approved by the Administrative Services Director.

19. The owner shall allow the City to inspect the short term lodging unit to confirm the number of bedrooms, gross floor area, and number/availability of parking spaces, seven calendar days after the City serves the owner with a request for inspection in accordance with Section [1.08.080](#). If, based on the inspection, it is determined that the information submitted to the City in accordance with Section [5.95.030](#) was false, in addition to any other remedy set forth in this chapter, the owner agrees that the owner shall be liable for the cost of conducting the inspection.

20. The owner shall provide the City with a copy of any written rental agreement(s) and the good neighbor policy, within seven calendar days after the City serves the owner with a notice of request for written rental agreements and the good neighbor policy in accordance with Section [1.08.080](#).

21. Neither an owner nor the owner's agent shall rent, let, advertise for rent, or enter into an agreement for the rental of any lodging unit, for less than two consecutive nights.

22. The owner shall:

a. Require every transient user and guest of the transient user to comply with all State and local laws that regulate parking while staying at or visiting the short term lodging unit;

b. Require every transient user to provide the owner with the license plate number for all vehicles which are used by the transient user or the transient user's guest while staying at or visiting the short term lodging unit; and

c. Provide the City with the vehicle license plate number(s) for every vehicle which was used by the transient user or the transient user's guest while staying at or visiting the short term lodging, within seven calendar days after the City serves the owner with a notice of request for the vehicle license plate number(s) in accordance with Section [1.08.080](#).

23. The owner shall ensure that any transient user or transient user's guest complies with all State and local laws that regulate parking while the transient user or transient user's guest is staying at or visiting the short term lodging unit. For purposes of this condition, a transient user or transient user's guest shall be presumed to be staying at or visiting a short term lodging unit if a parking citation is issued to the transient user or the transient user's guest within one hundred (100) feet of the property line of the short term lodging unit during the time the transient user is renting the short term lodging unit.

B. The City Manager shall have the authority to impose additional standard conditions, applicable to all short term lodging units, as necessary to achieve the objectives of this chapter.

C. The City Manager shall have the authority to impose additional conditions on any permit in the event of any violation of the conditions to the permit or the provisions of this chapter subject to compliance with the procedures specified in Section [5.95.065](#).

80. Subsection (A) of Section 5.95.050 (Agents and Hosting Platform Responsibilities) of the Newport Beach Municipal Code is amended to read as follows:

5.95.050 Agents and Hosting Platform Responsibilities.

A. If directed to do so by the Administrative Services Director, in writing, agents or hosting platforms shall:

1. Collect all applicable transient occupancy taxes and visitor service fees that are imposed on the transient, pursuant to Chapters [3.16](#) and [3.28](#), from the transient, or from the person paying for such rental, at the time payment for such rental is made; and
2. Remit to the City any transient occupancy taxes or visitor service fees collected by the hosting platform or agent to the City before the last day of the month following the close of each calendar quarter or on the day specified by the Administrative Services Director if a different reporting period has been established.

Hosting platforms shall not collect or remit such taxes unless expressly authorized to do so by the Administrative Services Director, in writing. Nothing in this subsection shall be deemed to relieve an operator, as that term is defined in Sections [3.16.020](#) and [3.28.010](#), from complying with the requirements set forth in Chapters [3.16](#) and [3.28](#), or to interfere with the ability of an agent or hosting platform and an owner to enter into an agreement regarding fulfillment of the requirements of this subsection.

81. Subsections (B) and (E) of Section 5.95.065 (Suspensions and Revocations) of the Newport Beach Municipal Code are amended to read as follows:

5.95.065 Suspensions and Revocations.

B. Permits shall be suspended or revoked only in the manner provided in this section.

1. The Administrative Services Director shall investigate whenever he or she has reason to believe that an owner has submitted an application that contains false information or committed a violation of a permit condition, this Code, State or Federal law related to a permitted unit. Such investigation may include, but is not limited to, on-site property inspections. Should the investigation reveal substantial evidence to support a finding that warrants a suspension or revocation of the short term lodging permit, the Administrative Services Director shall issue written notice of intention to suspend or revoke the short term lodging permit. The written notice shall be served on the owner in accordance with Section [1.08.080](#), and shall specify the facts which, in the opinion of

the Administrative Services Director constitute substantial evidence to establish grounds for imposition of the suspension and/or revocation, and specify the proposed time the short term lodging permit shall be suspended and/or that the short term lodging permit shall be revoked within thirty (30) calendar days from the date the notice is given, unless the owner files with the Administrative Services Director, before the suspension or revocation becomes effective, a request for hearing before a hearing officer, who shall be retained by the City, and pays the fee for the hearing established by resolution of the City Council. Subject to subsection (E) of this section, failure to file a timely request for a hearing and pay all applicable fees shall result in the suspension or revocation of the permit.

2. If the owner requests a hearing and pays the hearing fee, established by resolution of the City Council, within the time specified in subsection (B)(1) of this section, the Administrative Services Director shall serve written notice on the owner, pursuant to Section [1.08.080](#), setting forth the date, time and place for the hearing. The hearing shall be scheduled not less than fifteen (15) calendar days, nor more than sixty (60) calendar days, from the date on which notice of the hearing is served by the Administrative Services Director. The hearing shall be conducted according to the rules normally applicable to administrative hearings. At the hearing, the hearing officer will preside over the hearing, take evidence and then submit proposed findings and recommendations to the City Manager. The City Manager shall suspend or revoke the short term lodging permit only upon a finding that a violation has been proven by a preponderance of the evidence, and that the suspension or revocation is consistent with the provisions of this section. The City Manager shall render a decision within thirty (30) calendar days of the hearing and the decision shall be final.

E. The Administrative Services Director may extend the deadlines set forth in this section if the Administrative Services Director determines that good cause has been shown to extend the deadline.

82. Section 5.95.080 (License and Permit Closure) of the Newport Beach Municipal Code is amended to read as follows:

5.95.080 License and Permit Closure.

A. Any owner that has ceased operating a short term lodging unit shall inform the Administrative Services Director in writing of the date of the last rental, and having done such, the short term lodging permit shall be closed. The City will send a final transient occupancy tax and visitor service fee bill, which will be due and payable thirty (30) days from the date of the invoice.

B. The Administrative Services Director shall close any permit that has no short term lodging activity for a period of two consecutive years as evidenced by remitting zero

dollars (\$0.00) on the required transient occupancy tax and visitor service fee forms or has failed to return the transient occupancy and visitor service forms. After any permit closure pursuant to this subsection, the owner may reapply for reinstatement of the short term lodging permit which shall be processed in accordance with Section [5.95.030](#).

Chapter 5.97
SIDEWALK VENDING PROGRAM

83. Section 5.97.030 (Permit Required) of the Newport Beach Municipal Code is amended to read as follows:

5.97.030 Permit Required.

A. No person, either for themselves or any other person, shall engage in any sidewalk vendor activities within the City without first applying for and receiving a permit from the Administrative Services Director under this chapter.

B. A written application for a sidewalk vendor permit shall be filed with the Administrative Services Director on a form provided by the City, and shall contain the following information:

1. The name, address, and telephone number of the person applying to become a sidewalk vendor;
2. The name, address, and telephone number of the person who will be in charge of any roaming sidewalk vendors, sidewalk vending activity and/or be responsible for the person(s) working at the sidewalk vending receptacle;
3. The name, address, and telephone number of all persons that will be employed as roaming sidewalk vendors or at a sidewalk vending receptacle;
4. The number of sidewalk vending receptacles the sidewalk vendor will operate within the City under the permit;
5. The location(s) in the City where the sidewalk vendor intends to operate;
6. The day(s) and hours of operation the sidewalk vendor intends to operate at such location(s);
7. Whether the vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended path of travel;
8. The dimensions of the sidewalk vendor's sidewalk vending receptacle(s), including a picture of each sidewalk vending receptacle operating under the permit and any signs that will be affixed thereto;
9. Whether the sidewalk vendor will be selling food, merchandise, or both;

10. If the sidewalk vendor is selling food, a description of the type of food to be sold, whether such foods are prepared on site, whether such foods will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element, if any;
11. If the vendor is selling merchandise, a description of the merchandise to be sold;
12. A copy of the health permit required for any sidewalk vendors selling food, as required by Chapter [6.08](#);
13. Proof the person possesses a valid California Department of Tax and Fee Administration seller's permit which notes the City as a location or sublocation, which shall be maintained for the duration of the sidewalk vendor's permit;
14. An acknowledgment that the sidewalk vendor will comply with all other generally applicable local, State, and Federal laws;
15. A certification that, to their knowledge and belief, the information contained within the application is true;
16. An agreement to indemnify the City, as approved by the City Attorney;
17. An acknowledgement that use of public property is at the sidewalk vendor's own risk, the City does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities, and the sidewalk vendor uses public property at their own risk;
18. An acknowledgement that the sidewalk vendor will obtain and maintain throughout the duration of any permit issued under this chapter any insurance required by the Risk Manager;
19. If the sidewalk vendor has operated in the City in the past, proof of prior sales tax allocation to the City; and
20. Any other relevant information required by the Administrative Services Director.

C. Each application for a sidewalk vendor permit shall be accompanied by a nonrefundable application fee as established by resolution of the City Council. The application and permit is only applicable to the individual(s) named on the application. If said permit is approved, it shall not be necessary for the permittee to obtain a City business license to carry on the activities authorized by said permit, unless such permittee maintains a permanent place of business within the City.

84. Section 5.97.040 (Issuance of Permit) of the Newport Beach Municipal Code is amended to read as follows:

5.97.040 Issuance of Permit.

A. Within thirty (30) days of receiving a complete application, the Administrative Services Director may issue a sidewalk vendor permit, with appropriate conditions, as provided for herein, if he or she finds based on all of the relevant information that:

1. The conduct of the sidewalk vendor will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet and peaceable enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare;
2. The conduct of the sidewalk vendor will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the vendor;
3. The conduct of such sidewalk vending activity will not constitute a fire hazard, and all proper safety precautions will be taken;
4. The conduct of such sidewalk vending activity will not require the diversion of police officers to properly police the area of such activity as to interfere with normal police protection for other areas of the City;
5. The sidewalk vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this chapter;
6. The sidewalk vendor has not had a permit revoked within the past twelve (12) months;
7. The sidewalk vendor's application contains all required information;
8. The sidewalk vendor has not made a materially false, misleading or fraudulent statement of fact to the City in the application process;
9. The sidewalk vendor has satisfied all the requirements of this chapter;
10. The sidewalk vendor has paid all applicable fees as set by City Council resolution;
11. The sidewalk vendor's sidewalk vending receptacle and proposed activities conform to the requirements of this chapter;
12. The sidewalk vendor has adequate insurance coverage to protect the City from liability associated with the sidewalk vendor's activities, as determined by the Risk Manager; and
13. The sidewalk vendor has satisfactorily provided all information requested by the Administrative Services Director to consider the vendor's application.

B. A sidewalk vendor permit is nontransferable. Any change in ownership or operation of a sidewalk vendor or sidewalk vending receptacle requires a new permit under this chapter.

C. All permits issued under this chapter shall expire twelve (12) months from date of issuance.

85. Subsections (B) and (D) of Section 5.97.070 (Penalties) of the Newport Beach Municipal Code are amended to read as follows:

5.97.070 Penalties.

B. If a sidewalk vendor violates any portion of this chapter and cannot present the citing officer with a proof of a valid permit, the sidewalk vendor shall be assessed administrative fines in the following amounts:

1. An administrative fine not exceeding two hundred fifty dollars (\$250.00) for a first violation;
2. An administrative fine not exceeding five hundred dollars (\$500.00) for a second violation within one year of the first violation;
3. An administrative fine not exceeding one thousand dollars (\$1,000.00) for each additional violation within one year of the first violation;

D. The Administrative Services Director may revoke a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations within one year of the first violation.

86. Section 5.97.080 (Appeals) of the Newport Beach Municipal Code is amended to read as follows:

5.97.080 Appeals.

A. Administrative citations shall be appealed in the following manner:

1. Any recipient of an administrative citation may request an ability-to-pay determination, contest that there was a violation of this Code, and/or that he or she is the responsible person, by completing a request for hearing form and returning to the City's Administrative Services Department in accordance with Section [1.05.060\(A\)](#). Notwithstanding the time limits set forth in Section [1.05.060\(A\)](#), any person requesting a hearing and ability-to-pay determination may file the request within the time frames set forth in California Government Code Section [51039\(f\)\(1\)](#).
2. Any recipient of an administrative citation may file for a hardship waiver in accordance with Section [1.05.060\(B\)](#), or any successor section;

3. All appeals of administrative citations shall be heard by a Hearing Officer designated pursuant to Section [1.05.070\(A\)](#), or any successor section, and the Hearing Officer may be disqualified as provided in Section [1.05.070\(B\)](#), or any successor section;
4. In addition to the powers set forth in Section [1.05.070\(C\)\(1\)](#) through (4) and (6) through (7), or any successor section, the Hearing Officer shall have the power to:
 - a. Reduce the fine based upon the person's ability to pay the fine;
 - b. If the Hearing Officer finds the person meets the criteria described in California Government Code Section [68632\(a\)](#) or (b), the Hearing Officer shall order the City to accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this chapter;
 - c. The Hearing Officer may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition;
5. All appeals of administrative citations shall be conducted in accordance with Section [1.05.080](#), or any successor section;
6. After considering all of the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision within ten (10) days of the hearing and shall list in the decision the reasons for that decision:
 - a. The Hearing Officer may uphold or deny the administrative citation or take any other action within the Hearing Officer's power;
 - b. If the Hearing Officer determines that the administrative citation should be upheld and a fine assessed, then the amount of the fine assessed that is on deposit with the City shall be retained by the City and any remainder on deposit with the City, if any, shall be promptly returned;
 - c. If the Hearing Officer determines that the administrative citation should be denied, or imposes an alternative disposition, and the fine was deposited with the City, then the City shall promptly refund the amount of the deposited fine;
 - d. The decision of the Hearing Officer shall be final as to the City but subject to judicial review pursuant to California Government Code Section [53069.4](#); and
 - e. The recipient of the administrative citation shall be served with a copy of the Hearing Officer's written decision in the manner provided in Section [1.08.080](#).
- B. Decisions of the Administrative Services Director to revoke a permit shall be appealed in the following manner:

1. Appeals shall be initiated within fifteen (15) days of service of notice of the decision in the manner provided in Section [1.08.080](#);
2. Appeals of decisions shall be made in writing on forms provided by the City;
3. Decisions that are appealed shall not become effective until the appeal is resolved;
4. All appeals of decisions shall be heard by a Hearing Officer designated pursuant to Section [1.05.070](#)(A), and the Hearing Officer may be disqualified as provided in Section [1.05.070](#)(B);
5. The Hearing Officer shall have the powers set forth in Sections [1.05.070](#)(C)(1) through (4) and (6);
6. A hearing before the Hearing Officer may be set for a date that is not less than fifteen (15) and not more than sixty (60) days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The responsible person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing. The City and responsible person may mutually agree to waive, modify or change the date of the proceeding;
7. All appeals of decisions shall be conducted in accordance with Sections [1.05.080](#)(B), (D), (F), and (G), and shall comply with the following additional procedures:
 - a. At least ten (10) days prior to the hearing, the responsible person requesting the hearing shall be provided with copies of the citations, reports and other documents or evidence submitted or relied upon by the Administrative Services Director;
 - b. No other discovery is permitted. Formal rules of evidence shall not apply. Administrative hearings are intended to be informal in nature. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State. Irrelevant and unduly repetitious evidence shall be excluded;
 - c. The failure of any responsible person who has filed an appeal to appear at the hearing shall constitute a failure to exhaust their administrative remedies;
8. After considering all the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision within ten (10) days of the hearing and shall list in the decision the reasons for that decision:
 - a. The Hearing Officer may uphold or deny the decision and the decision of the Hearing Officer shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#); and

b. The responsible person who has filed an appeal shall be served with a copy of the Hearing Officer's written decision, by the City Clerk, in the manner provided in Section [1.08.080](#).

Title 6

HEALTH AND SANITATION

Chapter 6.04

GARBAGE, REFUSE AND CUTTINGS

87. Subsection (E)(3) of Section 6.04.060 (Collection of Solid Waste and Divertible Materials) of the Newport Beach Municipal Code is amended to read as follows:

3. The immediate removal by any person of solid waste, food scraps, and other divertible material which the Health Officer, Code Enforcement Supervisor, City Manager, Fire Chief, Building Official, Municipal Operations Director, or their agents have determined to constitute a nuisance or an immediate threat to the public health, safety and welfare;

88. Section 6.04.160 (Public Solid Waste and Public Recyclable Material Containers) of the Newport Beach Municipal Code is amended to read as follows:

6.04.160 Public Solid Waste and Public Recyclable Material Containers.

The City Manager or designated representative shall procure, place and maintain at suitable places on certain business sidewalks, the public beaches, piers and bay and ocean front street ends a sufficient number of public solid waste and public recyclable material containers to receive and hold solid waste and divertible material generated by the general public at those locations. The Municipal Operations Director shall at all times keep public solid waste and public recyclable material containers in a clean and sightly condition and in good order and repair; provided, that the failure of the Municipal Operations Director to furnish and provide such containers shall not be held or construed to relieve any person from the penalties of this code.

89. Section 6.04.190 (Tampering with Public Solid Waste or Public Recyclable Material Containers) of the Newport Beach Municipal Code is amended to read as follows:

6.04.190 Tampering with Public Solid Waste or Public Recyclable Material Containers.

No person shall remove, without lawful authority, any public solid waste or public recyclable material container from the place where it is placed and maintained by the Municipal Operations Director, or willfully deface, injure, damage or destroy, or use any

public solid waste container or public recyclable material container for any purpose other than the authorized placing of solid waste or divertible material therein by the general public.

90. Subsection (B) of Section 6.04.200 (Prohibited Disposal) of the Newport Beach Municipal Code is amended to read as follows:

6.04.200 Prohibited Disposal.

B. On Own Property. No owner of real property shall throw, deposit or leave, or knowingly permit another to throw, deposit or leave, solid waste or divertible material on such real property, nor shall he or she fail, neglect or refuse to wholly remove solid waste or divertible material from such real property, within three days after receipt of written notice by the Code Enforcement Supervisor or Municipal Operations Director to do so.

Chapter 6.06

STATE MANDATED MUNICIPAL SOLID WASTE DIVERSION PROGRAMS

91. The definition of “Director” as set forth in Section 6.06.010 (Definitions) of the Newport Beach Municipal Code is amended to read as follows:

6.06.010 Definitions.

“Director” means the Director of the Municipal Operations Department.

92. Subsection (A)(1) of Section 6.06.150 (Enforcement) of the Newport Beach Municipal Code is amended to read as follows:

6.06.150 Enforcement.

A. Process for Enforcement.

1. The Municipal Operations Director will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section [6.06.080](#) establishes the City’s right to conduct inspections and investigations.

Title 7

ANIMALS

Chapter 7.04

DOGS*

93. Subsection (G) of Section 7.04.070 (Vaccinations) of the Newport Beach Municipal Code is amended to read as follows:

7.04.070 Vaccinations.

G. Duties of Health Department. In furtherance of the program of the City for vaccination of dogs against rabies, the Orange County Health Department is authorized to:

1. Approve of such vaccine or vaccines as it may find suitable for such use, promulgate its findings and approval, and file a statement of such findings and approval in the office of the City Administrative Services Department as a public record.
2. Change such findings and approval when as a result of experience, research, practice or tests it finds that a new or different vaccine or vaccines are suitable for such use, and file a statement of such findings and approval in the office of the City Administrative Services Department as a public record.
3. Prescribe the form of certificate to be used by duly licensed veterinarians under the provisions hereof and to distribute such form of certificate to duly licensed veterinarians practicing in this City upon request.

**Title 10
OFFENSES AND NUISANCES***

**Chapter 10.08
USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS***

94. Subsection (E) of Section 10.08.030 (Use of Public Property for Commercial Purposes) of the Newport Beach Municipal Code is amended to read as follows:

10.08.030 Use of Public Property for Commercial Purposes.

E. If any person violates this section, the City may impound the person's equipment, goods, materials, merchandise and property. The City may also impound these items if it reasonably appears a person abandoned these items on public property.

1. The impoundment may be done by any City employee authorized to enforce this section.
 - a. At the time of impoundment from a person, the City employee shall issue a receipt to the person that includes the date and time of the impoundment, a description of the items seized, instructions on how to reclaim the impounded items, and the process to appeal the impoundment.
 - b. The City may immediately dispose of impounded goods or materials that cannot be safely stored or that are perishable.
 - c. The person may recover the impounded items after thirty (30) days if the person pays an impound fee, if any, along with showing proper proof of ownership.

d. If the items are not reclaimed after sixty (60) days from impoundment, the impounded items will be deemed abandoned and forfeited to the City. The abandoned items may be disposed of at the City's sole discretion.

e. The City Council may by resolution adopt impound fees, which shall reflect the City's enforcement, investigation, storage, and impound costs.

2. Any person who has equipment, goods, materials, merchandise or property impounded under this section shall have the right to file a request for an administrative hearing to appeal the impoundment.

a. An appeal shall be filed with the City's Administrative Services Department, in writing, on forms provided by the Department within ten (10) days from the date of impoundment.

b. The provisions related to Hearing Officers set forth in Section [1.05.070](#) shall apply. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing. After considering all the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision within ten (10) days of the hearing. If the person's appeal is upheld, the person shall have any items that were not disposed of in accordance with subsection (E)(1)(b) of this section returned to the person, and the person shall not be required to pay any impound fee.

c. The person who has filed an appeal shall be served with a copy of the Hearing Officer's written decision in the manner prescribed by Section [1.08.080](#). The decision of the Hearing Officer shall be final as to the City and take effect on the date it is signed by the Hearing Officer. The Hearing Officer's decision shall be subject to judicial review pursuant to Cal. Code Civ. Proc. Section 1094.5.

Chapter 10.32

SOUND-AMPLIFYING EQUIPMENT*

95. Section 10.32.020 (Permit Required) of the Newport Beach Municipal Code is amended to read as follows:

10.32.020 Permit Required.

No person shall use or cause to be used any sound-amplifying equipment or sound truck with its sound-amplifying equipment in the City without first having applied for and obtained a permit from the Administrative Services Director as provided in this chapter.

96. The introductory paragraph of Section 10.32.030 (Application for Permit) of the Newport Beach Municipal Code is amended to read as follows:

10.32.030 Application for Permit.

Applications for permits for the use of sound-amplifying equipment or sound trucks shall be filed with the Administrative Services Department on forms supplied by the City. The application shall contain the following information:

97. Section 10.32.040 (Issuance of Permit) of the Newport Beach Municipal Code is amended to read as follows:

10.32.040 Issuance of Permit.

A. Upon receiving a complete application for a permit for the use of sound-amplifying equipment or a sound truck, the Administrative Services Director shall conduct an investigation within ten (10) days of receipt of a complete application to determine whether to approve the application. Unless the application is denied pursuant to subsection (B) of this section, the Administrative Services Director shall approve or conditionally approve the application for a permit if it is determined that all the requirements of this chapter are met and if it appears from the information contained in the application and such additional information as may be presented to the Administrative Services Director that the proposed use of the sound-amplifying equipment or sound truck complies with the regulations contained in Section 10.32.060. The permit shall be nontransferable and valid for a period not to exceed six months.

B. Denial of Application. An application for a permit for the use of sound-amplifying equipment or a sound truck may be denied under any of the following circumstances:

1. The City has revoked a permit obtained by the applicant pursuant to Section 10.32.080 within eighteen (18) months of the date of the application for a permit under this chapter;

2. The applicant has received a citation for violating Chapter 10.28, this chapter or Chapter 10.66 within eighteen (18) months of the date of the application for a permit under this chapter; or

3. The City has issued a citation under Chapter 10.28, this chapter or Chapter 10.66 to the address or location where the sound-amplifying equipment or sound truck is sought to be used by the applicant within eighteen (18) months of the date of the application for a permit under this chapter.

C. Specification of Hours. If a permit is granted, the Administrative Services Director shall specify the hours during which the sound-amplifying equipment or sound truck may be used after considering the needs of the applicant, the area or areas in which the sound will be emitted, and the effects of such use on the public's health, safety and welfare.

D. Appeals. Actions by the Administrative Services Director may be appealed by any interested party to the City Manager by filing a written statement with the City Clerk setting forth the facts and circumstances regarding the action by the Administrative Services

Director. The City Manager shall notify the appellant and applicant in writing of the time and place of the hearing on the appeal. The hearing on appeal shall be heard and determined by the City Manager within ten (10) days of receipt of a written appeal. The decision of the City Manager shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5.

98. Section 10.32.080 (Revocation of Permit) of the Newport Beach Municipal Code is amended to read as follows:

10.32.080 Revocation of Permit.

A. The Administrative Services Director may revoke any permit issued pursuant to this chapter on any of the following grounds:

1. The sound-amplifying equipment or sound truck has been used contrary to the regulations contained in Section [10.32.060](#) or the terms of the permit;
2. The applicant has made a misrepresentation of a material fact in the application;
3. The use of the sound-amplifying equipment or sound truck results in traffic congestion, or threatens public traffic safety.

B. Notice of the revocation shall be given to the permit holder in writing. If the notice is personally served upon the permit holder, it shall be effective immediately upon service. If the notice of revocation is delivered by mailing, it shall be effective on the third day following the deposit of the notice in the United States mail. The permit holder may appeal the action of the Administrative Services Director to the City Manager by filing a notice of appeal with the City Clerk within ten (10) days after the effective date of the revocation. If a notice of appeal is not filed within the ten (10) day period, the revocation shall become final.

Chapter 10.58

POLICE SERVICES AT LARGE PARTIES, GATHERINGS OR EVENTS ON PRIVATE PROPERTY

99. Subsection (A) of Section 10.58.040 (Procedures for Imposition of Civil Fines) of the Newport Beach Municipal Code is amended to read as follows:

10.58.040 Procedures for Imposition of Civil Fines.

Civil fines for special security assignments, as authorized by Section [10.58.030](#)(B), shall be imposed, in the manner provided in this section.

A. For all violations of Section [10.58.030](#) where substantial evidence in support of a violation exists, and a special security assignment occurs, the Administrative Services Director shall issue written notice of civil fines imposed in accordance with the resolution

of the City Council. The written notice shall be served on the person responsible for the party and the owner, if different. The notice shall specify the facts which, in the opinion of the Administrative Services Director, constitute substantial evidence to establish grounds for imposition of the fines, and specify that the fines are effective thirty (30) days from the date the notice is given unless an appeal is filed in writing before the fine becomes effective.

Chapter 10.66
LOUD AND UNRULY GATHERINGS

100. Subsections (F) and (G) of Section 10.66.060 (Violation—Penalty—Civil Fine) of the Newport Beach Municipal Code are amended to read as follows:

10.66.060 Violation—Penalty—Civil Fine.

F. All civil fines imposed under this chapter shall be due and payable to the City's Administrative Services Department within the earlier of thirty (30) days from the issuance of a citation or service of the notice of violation.

G. Any owner or responsible person who intends to request an administrative hearing pursuant to Section [10.66.070](#) may request an advance deposit hardship waiver pursuant to Section [1.05.060](#)(B). An owner or responsible person who is unable to pay all or a part of the civil fine due to the person's actual financial inability may file a written request for a civil fine waiver with the Administrative Services Director within fifteen (15) days from the date of service of the citation or notice, whichever is earlier. The failure of any owner or responsible person to timely file a written request for a civil fine waiver with the Administrative Services Director shall be deemed a failure to exhaust the owner's or responsible person's administrative remedies with regard to the same.

1. The written request for a civil fine waiver shall be in writing and describe with particularity the owner's or responsible person's actual financial inability demonstrating why all or a part of the fine should be waived. Further, the written request for a civil fine waiver must be accompanied by a sworn affidavit and demonstrate to the satisfaction of the Administrative Services Director the owner's or responsible person's actual financial inability that necessitates a waiver of all or a part of the civil fine amount. The Administrative Services Director is entitled to request additional documentation and information from the owner or responsible person in order to fully assess the owner's or responsible person's actual financial inability. The failure of any owner or responsible person to timely submit all requested additional documentation and information to the Administrative Services Director as requested shall be deemed a failure to exhaust the owner's or responsible person's administrative remedies with regard to the same.

2. Once a complete written request for a civil fine waiver is filed with the Administrative Services Director the requirement to pay the civil fine shall be stayed until the Administrative Services Director determines whether to grant or deny the request.
3. If the Administrative Services Director grants the written request for a civil fine waiver, the owner or responsible person shall not be required to pay the civil fine. If the Administrative Services Director determines that the owner or responsible person has the financial ability to pay all or a part of the civil fine on a reasonable payment plan, the Administrative Services Director shall so notify the owner or responsible person and the owner or responsible person shall execute any agreements required by the Administrative Services Director to establish the payment plan.
4. The granting of any request for a civil fine waiver or payment plan shall not excuse or discharge any continuation or repeated occurrence of any violation of this chapter, nor shall it bar further enforcement action by the City.
5. If the Administrative Services Director denies the written request for a civil fine waiver the civil fine must be paid within ten (10) days from the date of service of the Administrative Services Director's determination.
6. The Administrative Services Director's determination shall be (a) made within fifteen (15) days of the date of receipt of the complete request or any additional information as requested by the Administrative Services Director; (b) in writing; and (c) served either by personal delivery on the owner or responsible person or by deposit in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid, addressed to such owner or responsible person. The decision of the Administrative Services Director shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section [1094.5](#).

101. Subsection (A) of Section 10.66.070 (Administrative Hearing, Appeal) of the Newport Beach Municipal Code is amended to read as follows:

10.66.070 Administrative Hearing, Appeal.

A. Any owner or responsible person who, pursuant to this chapter, is (1) subject to a civil fine; or (2) has had their residential unit posted with a notice concerning a loud or unruly gathering, shall have the right to file a request for an administrative hearing to appeal the imposition of the civil fine and/or the posting of the premises. Any such request shall be submitted to the City's Administrative Services Department in writing on the form required by the City within thirty (30) days from the date of service of the citation, notice of violation or posting of the premises, whichever is earlier. The written request for an administrative hearing shall be submitted to the City with an advance deposit of the civil fine unless a request for a civil fine waiver or an advance deposit hardship waiver has been filed pursuant to Sections [10.66.060](#)(G) and [1.05.060](#)(B). No administrative hearing

before a Hearing Officer shall be held unless and until a request for hearing form has been completed and submitted, and the fine has been deposited in advance or an advance deposit hardship waiver has been issued.

**Title 12
VEHICLES AND TRAFFIC***

**Chapter 12.63
SOLID WASTE MANAGEMENT***

102. Section 12.63.020 (Definitions) of the Newport Beach Municipal Code is amended to add the definition of “Director” to read as follows:

12.63.020 Definitions.

“Director” shall mean the Director of the Municipal Operations Department.

103. Section 12.63.050 (Applications for Franchise) of the Newport Beach Municipal Code is amended to read as follows:

12.63.050 Application for Franchise.

A. Required Forms. An application for a franchise shall be filed in the office of the Municipal Operations Department in writing on forms prescribed by the Municipal Operations Director.

B. Required Information and Materials. The application for a franchise shall contain the following information and materials:

1. The name and address of the applicant;
2. If the applicant is a partnership, the name and address of each partner shall be set forth in the application. If the applicant is a corporation, the application shall state the names and addresses of the corporation’s directors, date and place of incorporation, main offices, major stockholders and associates, and the names and addresses of the parent and subsidiary companies;
3. A list of all vehicles, including license plate numbers and vehicle identification numbers, to be used in connection with the commercial solid waste handling services;
4. Evidence that the applicant has or can provide all required insurance and affirmation of indemnification;
5. Evidence that the applicant maintains books of account, income statements, tonnage reports and supporting documents and all other documents that relate in any way to

commercial solid waste handling services or the conduct of a solid waste enterprise in a manner acceptable to the City;

6. A report of solid waste handling activities for the prior calendar year to include tonnage collected by activity, as specified by City, and the corresponding revenue for each activity; the tonnage recycled or caused to be recycled by the applicant's collection, transportation, and/or disposition of materials collected and categorized by method of recycling, material type recycled, and the tonnage disposed by facility utilized;

7. Such further information as the Municipal Operations Director may reasonably require to evaluate and process the application.

C. Verification. Application for a franchise shall be verified and signed by a person or persons authorized to execute documents on behalf of the entity.

D. Fees. Applications for a franchise shall be accompanied by a fee as established by resolution of the City Council.

E. Waivers. The Municipal Operations Director may waive the submission of items deemed unnecessary.

104. Section 12.63.060 (Municipal Operations Department Review) of the Newport Beach Municipal Code is amended to read as follows:

12.63.060 Municipal Operations Department Review.

A. Time Limits and Notification. Within thirty (30) calendar days of the filing of an application, the Municipal Operations Department shall determine whether the application is complete and notify the applicant in writing if the application is determined to be incomplete.

B. Incomplete Applications. If the application is determined not to be complete, the Municipal Operations Department shall notify the applicant in writing and shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information or materials needed to complete the application. Upon the receipt of the information or materials needed to complete the application, or any resubmittal of the application, a new thirty (30) day review period shall begin to determine the completeness of the application.

C. Extension of Time Limits. Extensions of the time limits of the review period are permitted when mutually agreed upon by the Municipal Operations Department and the applicant.

105. Section 12.63.070 (Processing the Application) of the Newport Beach Municipal Code is amended to read as follows:

12.63.070 Processing the Application.

Upon receiving an application that contains all of the information described in this chapter which is both complete and in a form acceptable to the Municipal Operations Director, the Municipal Operations Director shall process the application in accordance with the provisions of this chapter and Article XIII of the City Charter for consideration by the City Council.

106. Subsection (C) of Section 12.63.090 (Franchise Fees and Environmental Liability Fund Fees) of the Newport Beach Municipal Code is amended to read as follows:

12.63.090 Franchise Fees and Environmental Liability Fund Fees.

C. Franchise fees and environmental liability fund fees shall be due and payable on the thirtieth (30th) day of the month following the end of each quarter. The franchisee shall pay the required fees to the City and deliver the payment to the City’s Administrative Services Director. Each payment shall be accompanied by a written statement, verified by the franchisee or a duly authorized representative of the franchisee, showing in such form and detail as the Administrative Services Director may prescribe, the calculation of the fees payable by the franchisee and such other information as may be required as material to a determination of the amount due.

107. Section 12.63.130 (City Inspection Authority) of the Newport Beach Municipal Code is amended to read as follows:

12.63.130 City Inspection Authority.

Any franchisee providing commercial solid waste handling services or conducting a solid waste enterprise in the City shall keep and maintain books of account, income statements, tonnage reports and supporting documents and all other documents that relate in any way to business transactions conducted by the person in the City for a period of three years after said service was provided and shall make these records and documents available to the City upon request by the City Manager, Municipal Operations Director or Administrative Services Director.

108. Subsection (B) of Section 12.63.140 (Termination) of the Newport Beach Municipal Code is amended to read as follows:

12.63.140 Termination.

B. A notice of intent to terminate a nonexclusive franchise shall be personally delivered or mailed, at the discretion of the Municipal Operations Director, to the franchisee at the franchisee’s address of record, shall state grounds for suspension or termination and shall give the franchisee notice of the time, date and place of a hearing before the City Council,

which shall be convened not less than fifteen (15) days and no more than sixty (60) days after the date of notice, subject to continuance with the consent of the parties.

Chapter 12.68
RESIDENTS' PREFERENTIAL PARKING

109. Subsections (A) and (B) of Section 12.68.040 (Preferential Parking Privileges—Issuance of Permits) of the Newport Beach Municipal Code are amended to read as follows:

12.68.040 Preferential Parking Privileges—Issuance of Permits.

A. Issuing Authority. The Administrative Services Director shall issue permits for preferential parking. Applicants for such permits may be required to present such proof as may be required by the Administrative Services Director of residence adjacent to the area designated as a preferential parking zone. Any combination of permanent and visitor permits, up to a total of three per unit, shall be issued for each qualified dwelling unit to any qualified applicant.

B. Fees. The Administrative Services Director shall collect a fee set forth by resolution of the City Council for each permit issued pursuant to this section, whether permanent or visitor.

Title 13
STREETS, SIDEWALKS AND PUBLIC PROPERTY

Chapter 13.05
STREET IMPROVEMENTS AND DEDICATIONS

110. Subsection (B) of Section 13.05.060 (Improvement Procedure) of the Newport Beach Municipal Code is amended to read as follows:

13.05.060 Improvement Procedure.

B. Cash money deposited with the Administrative Services Director.

Chapter 13.08
PLANTING*

111. Section 13.08.010 (Jurisdiction and Authority) of the Newport Beach Municipal Code is amended to read as follows:

13.08.010 Jurisdiction and Authority.

Subject to the administrative control established by the City Charter, any applicable City Council policy, and the provisions of this chapter, the Municipal Operations Department shall exercise jurisdiction and control over the planting, maintenance, and removal of

trees, shrubs, and plants in all public areas under the control of the City, and shall have the authority and duties prescribed in this chapter.

112. Section 13.08.020 (Official Tree List) of the Newport Beach Municipal Code is amended to read as follows:

13.08.020 Official Tree List.

The City Council shall adopt an official tree list which shall set out the names of the streets in the City and the species of tree or trees that may be planted on each such street or portion thereof. The list shall be adopted by resolution and provided to the public by the Municipal Operations Department upon request.

113. Subsection (D) of Section 13.08.050 (Prohibited Activities) of the Newport Beach Municipal Code is amended to read as follows:

D. Attaching Electrical Apparatus. No person shall attach any electric wires or any device for holding electric wires to any tree, plant or shrub growing in any public street right-of-way or other public property under the control of the City without approval of the City Council. No person shall, without written permission from the Municipal Operations Director, trim, cut or break any part of such tree, shrub, or plant to make passage for electric wires.

**Title 14
WATER AND SEWERS***

**Chapter 14.12
WATER RATES AND CHARGES***

114. Subsection (B) of Section 14.12.010 (Service Fees) of the Newport Beach Municipal Code is amended to read as follows:

14.12.010 Service Fees.

B. The installation fee for a water service shall be the City's costs including all labor and materials. The installation fee shall be as established by the Utilities Department, and the cost shall be paid to the Administrative Services Department by the person applying for such installation before the work of connecting the main with the property is begun.

115. Subsection (B) of Section 14.12.085 (Establishing Service) of the Newport Beach Municipal Code is amended to read as follows:

14.12.085 Establishing Service.

B. An application for water service, as provided by the Revenue Division of the Administrative Services Department, shall be used for the purpose of establishing water service into a new customer's name. Property owners may enter into a continuous

service agreement which will authorize the transfer of water service into the name of the property owner upon a tenant's notice to discontinue service. Property owners shall be responsible for all water service charges at their premises. Water service will not be established in the name of a customer other than the property owner without the written authorization of the owner, or the owner's authorized representative.

116. Section 14.12.095 (Customer Requests) of the Newport Beach Municipal Code is amended to read as follows:

14.12.095 Customer Requests.

Except for the discontinuation of water service for failure to abide by the terms of an alternative payment arrangement, as provided in Section [14.12.090\(A\)\(5\)](#), any residential customer who has initiated a complaint or requested an investigation up to the calendar day prior to scheduled date of service discontinuation, as stated in the delinquent notice required by Section [14.12.110](#), or who has, before discontinuance of service, made a request for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full within the normal period for payment, shall be given an opportunity for review of the complaint, investigation, or request by the City. The review shall include consideration of whether the customer shall be permitted to defer payment on the bill for thirty (30) days or participate in an alternative payment arrangement where the unpaid balance of the delinquent account is paid back monthly, over a period not to exceed twelve (12) months.

Any customer whose complaint or request for an investigation has resulted in an adverse determination by the City's Revenue Division may appeal the determination to the Administrative Services Director.

117. Section 14.12.125 (Delinquent Water Service Restoration) of the Newport Beach Municipal Code is amended to read as follows:

14.12.125 Delinquent Water Service Restoration.

A. Service that has been discontinued may not be restored until payment of all delinquent water service charges, including the restoration charge and a fine of one hundred dollars (\$100.00), have been received by the Administrative Services Department.

1. Upon payment, service shall be restored during regular or nonregular working hours.
2. The restoration charge for meter turn on during regular and nonregular work hours is identified by Council resolution.
3. For a residential customer who demonstrates that their household income is below two hundred (200) percent of the Federal poverty line, such restoration charge shall not

exceed the lesser of fifty dollars (\$50.00) or the cost of services during regular work hours; or exceed the lesser of one hundred fifty dollars (\$150.00) or the cost of services during nonregular work hours. Effective January 1st of each year, such charges shall automatically adjust annually to reflect changes in the Consumer Price Index for the preceding twelve (12) months, rounded down to the nearest dollar.

4. Regular work hours are Monday through Thursday, 7:00 a.m. to 4:30 p.m., and Friday, 7:00 a.m. to 3:30 p.m.

118. Section 14.12.140 (Customer Request for Service Discontinuance) of the Newport Beach Municipal Code is amended to read as follows:

14.12.140 Customer Request for Service Discontinuance.

A. Whenever a customer desires to discontinue service, the customer shall give not less than two working days' (forty-eight (48) hours) written notice thereof to the Revenue Division of the Administrative Services Department.

B. In accordance with such notice, the City shall read the water meter, prepare a closing statement of all unpaid bills for water furnished by the City to the customer up to that time and, unless a current continuous service agreement with the property owner is in place, shut off the water to the premises. If the customer has a deposit with the City, the Administrative Services Department will return the balance, after deducting any unpaid charges.

Title 15

BUILDINGS AND CONSTRUCTION*

Chapter 15.38

FAIR SHARE TRAFFIC CONTRIBUTION ORDINANCE

119. Section 15.38.060 (Payment of Contribution) of the Newport Beach Municipal Code is amended to read as follows:

15.38.060 Payment of Contribution.

No building or grading permit or any other form of entitlement issued by the City to construct on or change the use of a building or property shall be issued, and no construction shall be commenced, for any project not exempt from this chapter unless all contributions required pursuant to this chapter have been deposited with the City Administrative Services Director.

**Title 17
HARBOR CODE***

**Chapter 17.05
GENERAL PROVISIONS**

120. Section 17.05.120 (Payment of Fees) of the Newport Beach Municipal Code is amended to read as follows:

17.05.120 Payment of Fees.

A. Date of Payment. All permit fees required to be paid under this title shall be due and payable on a schedule established by the Administrative Services Director. Any permit holder who fails to pay any permit fee or renewal fee required by this title after the same is due shall be subject to late fees and charges in the amount established by resolution of the City Council in accordance with Section [3.36.040](#). Failure to pay the permit fee or renewal fee, plus any late fees and charges, within one hundred twenty (120) days of when the permit fee or renewal fee was due shall constitute grounds for revocation of the permit by the responsible review authority.

B. Revenue. The revenue resulting from the administration of this title shall be accounted for separately and used exclusively for the purposes authorized to be used for public trust lands.

Attachment B

MUNICIPAL OPERATIONS DEPARTMENT PERSONNEL

Full-Time
Part-Time (FTE)

Full-Time
MUNICIPAL OPERATIONS DIRECTOR
ADMINISTRATIVE ASSISTANT
DEPARTMENT ASSISTANT
EQUIPMENT MECHANIC I
EQUIPMENT MECHANIC I
ELECTRICAL & INSTRUMENTATION SPECIALIST
ELECTRICAL & INSTRUMENTATION SPECIALIST
EQUIPMENT MECHANIC II
EQUIPMENT MECHANIC, SENIOR
PUBLIC WORKS SUPERVISOR
FACILITIES MAINTENANCE TECHNICIAN
PUBLIC WORKS SUPERVISOR
MAINTENANCE WORKER
PUBLIC WORKS CREW CHIEF
PUBLIC WORKS CREW CHIEF
PUBLIC WORKS CREW CHIEF
PUBLIC WORKS SUPERVISOR
PUBLIC WORKS SUPERVISOR
PUBLIC WORKS CREW CHIEF
PUBLIC WORKS SUPERVISOR
MAINTENANCE OPERATOR
MAINTENANCE OPERATOR, SENIOR
CONCRETE FINISHER
CONCRETE FINISHER
PUBLIC WORKS CREW CHIEF
PUBLIC WORKS SUPERVISOR
MANAGEMENT ANALYST
MANAGEMENT ANALYST, SENIOR
MANAGEMENT ANALYST, SENIOR
SUPERINTENDENT
SUPERINTENDENT
SUPERINTENDENT
SUPERINTENDENT
Part-Time (FTE)
FACILITIES MAINTENANCE WORKER II
MAINTENANCE WORKER
MAINTENANCE WORKER



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 4

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Lena Shumway, City Clerk - 949-644-3005,
lshumway@newportbeachca.gov

PREPARED BY: Lena Shumway, City Clerk

TITLE: Resolution No. 2026-1: Updating the List of Designated Employees for 2026 Under the City's Conflict of Interest Code

ABSTRACT:

The City's Conflict of Interest Code, first adopted in 1977 following the 1974 Political Reform Act, was last comprehensively updated in February 1990 pursuant to Fair Political Practices Commission regulations. The Code includes required provisions for financial interest reporting and employee disqualification procedures, along with an appendix identifying designated positions and their disclosure categories. Each year, prior to the City Clerk's receipt of Statements of Economic Interests, the Designated Employees list is reviewed with department directors and updated based on job duties and applicable disclosure requirements.

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) Adopt Resolution No. 2026-1, *A Resolution of the City Council of the City of Newport Beach, California, Updating the Appendix of Designated Employees and Appendix of Disclosure Categories of the City of Newport Beach Conflict-of-Interest Code.*

DISCUSSION:

The City's Conflict of Interest Code was first adopted in 1977 following the enactment of the 1974 Political Reform Act (Act). In February 1990, the City updated its Conflict of Interest Code pursuant to Section 18730 of the regulations adopted by the Fair Political Practices Commission. The City's Conflict of Interest Code consists of two main components:

1. The body of the Code contains the provisions required by Section 87302 of the Act, including the manner for reporting financial interests and the procedures designated employees must follow to disqualify themselves from making or participating in decisions that may present a conflict of interest; and

2. The Appendix lists the positions of designated employees within the agency who make, or participate in making, decisions that may foreseeably have a material effect on economic interests. It also specifies the corresponding disclosure categories for each position, indicating the types of economic interests that must be reported on the Statement of Economic Interests.

Prior to the annual submission of the Statements of Economic Interests to the City Clerk, the list of "Designated Employees" is reviewed with the City's department directors to identify any additions or deletions. The positions included in the Designated Employees List (Exhibit 1 to Attachment A) were determined in cooperation with department directors by evaluating each position's job duties and the applicable disclosure categories.

Disclosure categories, listed alongside each position, indicate the financial interests that must be reported by designated employees. The categories correspond to whether the position involves a broad range of duties or specific duties, such as contracting or decisions affecting real property interests. Information about the categories can be found in Exhibit 2 to Attachment A.

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).

ATTACHMENTS:

Attachment A – Resolution No. 2026-1 with Exhibits
Attachment B – Redline of Designated Employees List

Attachment A

RESOLUTION NO. 2026-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, UPDATING THE APPENDIX OF DESIGNATED EMPLOYEES AND APPENDIX OF DISCLOSURE CATEGORIES OF THE CITY OF NEWPORT BEACH CONFLICT-OF-INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Sections 81000 *et seq.* (“Act”), requires every local governmental agency to adopt and promulgate a Conflict-of-Interest Code;

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted regulations for compliance with the Act under Division 6 of Title 2 of the California Code of Regulations (“Regulations”);

WHEREAS, Section 18730 of the Regulations provides that incorporation by reference of the terms of Section 18730, along with the designation of employees by position (“Designated Employees”) who make or participate in the making of decisions which may foreseeably have a material effect on economic interests, and the formulation of disclosure categories specifying which kinds of economic interests are reportable by Designated Employees in their Statement of Economic Interests, constitute the adoption and promulgation of a Conflict-of-Interest Code as required by Government Code Section 87300 or the amendment of a Conflict-of-Interest Code within the meaning of Government Code Section 87306;

WHEREAS, on February 26, 1990, the City Council adopted Resolution No. 90-21, whereby Section 18730 of the Regulations was adopted by reference as the Conflict-of-Interest Code for the City of Newport Beach, along with a Designation of Employees;

WHEREAS, subsequent to February 26, 1990, the City Council periodically adopted resolutions updating the Appendix of Designated Employees and the Appendix of Disclosure Categories to reflect personnel and staffing position changes;

WHEREAS, California Assembly Bill No. 1170, effective January 1, 2025, amended Government Code Section 87500 to require that all positions designated in Government Code Section 87200 file their Statements of Economic Interests directly with the FPPC using the FPPC’s electronic filing system, but did not change the existing requirement that the City’s Designated Employees and other designated positions file their Statements of Economic Interests directly with the City Clerk; and

WHEREAS, the City Council desires to adopt an updated Appendix of Designated Employees and Appendix of Disclosure Categories to reflect continuing personnel and staffing position changes in effect as of the date of this resolution.

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

Section 1: The Regulations, as required by Section 18730, are incorporated herein by this reference.

Section 2: The Appendix of Designated Employees, attached hereto as Exhibit 1 and incorporated herein by this reference, is hereby adopted and incorporated as part of the City of Newport Beach's Conflict-of-Interest Code.

Section 3: The Appendix of Disclosure Categories, attached hereto as Exhibit 2 and incorporated herein by this reference, is hereby adopted and incorporated as part of the City of Newport Beach's Conflict-of-Interest Code.

Section 4: All previously adopted Appendices of Designated Employees and Appendices of Disclosure Categories are hereby superseded.

Section 5: All positions designated in Government Code Section 87200 shall file their Statements of Economic Interests directly with the FPPC using the FPPC's electronic filing system.

Section 6: With the exception of those positions designated in Government Code Section 87200, all Designated Employees and other positions listed in the Appendix of Designated Employees shall file their Statements of Economic Interests electronically with the City Clerk.

Section 7: The City Clerk is hereby instructed to take all necessary actions to implement compliance with the Regulations, including preparation and distribution of necessary reporting forms and the subsequent filing and recording of all required reports.

Section 8: The recitals provided above are true and correct and are incorporated into the substantive portion of this resolution.

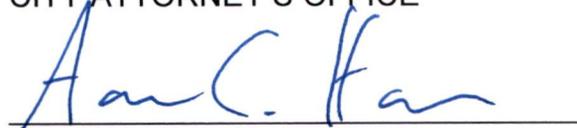
ADOPTED this 13th day of January, 2026.

Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachments: Exhibit 1 - 2026 Designated Employees List
Exhibit 2 - Appendix of Disclosure Categories

EXHIBIT 1

**APPENDIX OF DESIGNATED POSITIONS
(including elected officials and consultants)**

Departments/Positions	Disclosure Categories
<u>City Council</u>	GC §87200
<u>Office of the City Attorney</u>	
City Attorney	GC §87200
Assistant City Attorney	1
Deputy City Attorney	1
<u>Office of the City Clerk</u>	
City Clerk	1
Assistant City Clerk	1
<u>Office of the City Manager</u>	
City Manager	GC §87200
Assistant City Manager	1
Deputy City Manager	1
Public Information Manager	1
Management Analyst	2
IT Manager	2
IT Supervisor	2
<u>Community Development Department</u>	
Community Development Director	1
Deputy Community Development Director	1
Systems & Administrator Manager	2
Administrative Analyst	2, 3, 4
<u>Building Division:</u>	
Real Property Administrator	3, 4
Senior Plan Check Engineer	3, 4
Principal Building Inspector	3, 4
Senior Building Inspector	3, 4
Building Inspector II	3, 4
Principal Civil Engineer	3, 4
Senior Civil Engineer	3, 4
Civil Engineer	3, 4
EMS Plans Examiner	3, 4
Principal Engineer	3, 4
Senior Plan Check Engineer	3, 4
Planning Technician	3, 4
Permit Technician Supervisor	3, 4
	3, 4

Department/Positions	Disclosure Categories
<i>Planning Division:</i>	
Planning Manager	1
Principal Planner	1
Senior Planner	2, 3, 4
Associate Planner	2, 3, 4
Assistant Planner	3, 4
Code Enforcement Supervisor	3, 4
Code Enforcement Officer, Senior	3, 4
Code Enforcement Officer I	3, 4
	3, 4
<u>Administrative Services & Finance Department</u>	
Administrative Services and Finance Director/City Treasurer	GC §87200
Deputy Finance Director	1
Revenue Manager	2, 3
Finance Manager	2, 3
Purchasing and Contracts Administrator	2
Senior Accountant	2
Senior Buyer	2
Buyer	2
Deputy Director of Human Resources	2
Human Resources Manager	2
Senior Human Resources Analyst	2
<u>Fire Department</u>	
Fire Chief	1
Assistant Fire Chief	1
Assistant Fire Chief of Lifeguard Operations	1
EMS Division Chief	1
Fire Marshal	1
EMS Captain	2
Administrative Manager	2
Deputy Fire Marshal	3, 4
Senior Fire Inspector	3, 4
Senior Fire Inspector	3, 4
Fire Services Coordinator	2
	2
<u>Harbor Department</u>	
Harbormaster/Director	1
Deputy Harbormaster	1
<u>Library Services Department</u>	
Library Services Director	1
Library Services Manager	2
Adult Services Coordinator (Librarian III)	2
Branch and Youth Services Coordinator (Librarian III)	2
Circulation and Technical Processing Coordinator (Librarian III)	2

Department/Positions	Disclosure Categories
Police Department	
Chief of Police	1
Deputy Chief of Police	1
Support Services Administrator	1
Executive Officer to the Chief of Police	2
Support Services Lieutenant	2
Police Fiscal Service/Facility Manager	2
Public Works Department	
<i>Administration and Finance Division:</i>	
Public Works Director	1
Public Works Finance/Administrative Manager	1
Administrative Analyst	2
Senior Management Analyst	2
<i>Engineering and Transportation Division:</i>	
Deputy Public Works Director/City Engineer – Public Works	1
Administrative Manager	2, 3, 4
Assistant City Engineer	2, 3, 4
City Traffic Engineer	1
Principal Civil Engineer	2, 3, 4
Senior Civil Engineer	2, 3
Senior Civil Engineer-Plan Check	3, 4
Associate Civil Engineer	2,3,4
Senior Public Works Inspector	2, 3, 4
Public Works Inspector	2, 3, 4
Public Works Inspector II	2, 3, 4
Senior Engineer	2, 3, 4
Construction Manager	2, 3, 4
	3, 4
<i>Municipal Operations Department:</i>	
Municipal Operations Director	1
Deputy Director of Municipal Operations	1
Assets Maintenance Manager	2, 4
City Arborist	2, 3, 4
Refuse Manager	2, 3, 4
Field Maintenance Manager	2, 3
Parks and Trees Manager	2, 3, 4
Equipment Maintenance Supervisor	2
Facilities Maintenance Supervisor	2, 4
Landscape Maintenance Supervisor	2
Recreation and Senior Services Department	
Recreation and Senior Services Director	1
Deputy Recreation and Senior Services Director	2
Recreation and Senior Services Manager	2

Department/Positions	Disclosure Categories
Utilities Department	
Utilities Director	1
Field Superintendent II	2
Operations Support Superintendent	2
Senior Management Analyst	2

Boards, Commissions and Committees	Disclosure Categories
Boards, Commissions and Committees	
Board of Library Trustees	2
Building and Fire Board of Appeals	3, 4
City Arts Commission	2
Civil Service Board	3
Finance Committee	1
Harbor Commission	3, 4
Parks, Beaches and Recreation Commission	4
Planning Commission	GC §87200
Consultants	1
<p>Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:</p> <p>The Department Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Department Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.</p>	

EXHIBIT 2
APPENDIX OF DISCLOSURE CATEGORIES

CATEGORY	DESCRIPTION OF CATEGORY
GC 87200	Must disclose all personal investments and business positions in business entities, sources of income and interests in real property within Newport Beach. The original Form 700 is filed with the City Clerk who sends the original to the FPPC.
1	<p>DESIGNATED EMPLOYEES WHOSE DUTIES ARE BROAD AND INDEFINABLE.</p> <p>Must disclose all personal investments and business positions in business entities, sources of income and interests in real property within Newport Beach.</p> <p>CONSULTANTS shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:</p> <p style="padding-left: 40px;">The Department Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Department Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.</p>
2	<p>DESIGNATED EMPLOYEES WHOSE DUTIES INVOLVE CONTRACTING OR PURCHASING.</p> <p>Must disclose investments and business positions in business entities within Newport Beach and income from sources within Newport Beach which manufacture, sell or provide supplies, materials, books, machinery, services, equipment or computer equipment of the type utilized by the City, or utilized by the employee’s department.</p>
3	<p>DESIGNATED EMPLOYEES WHOSE DUTIES INVOLVE REGULATORY POWERS.</p> <p>Must disclose all investments and business positions in business entities within Newport Beach, and income from sources within Newport Beach which are subject to the regulatory, permit or licensing authority of the City of Newport Beach.</p>
4	<p>DESIGNATED EMPLOYEES WHOSE DECISIONS MAY AFFECT REAL PROPERTY INTERESTS.</p> <p>Must disclose investments and business positions in business entities within Newport Beach, and income from sources within Newport Beach which engage in land development, construction or the acquisition or sale of real property, and all interests in real property.</p>
5	<p>POSITIONS WHICH INVOLVE CITY SELF-INSURANCE BENEFITS.</p> <p>Must disclose all interests in real property, investments and business positions in business entities within Newport Beach and sources of income within Newport Beach from:</p> <ul style="list-style-type: none"> a) Persons or entities which provide services, supplies, materials, machinery or equipment of the type utilized by the agency. b) Entities which are engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries. c) Financial institutions including, but not limited to, banks, savings and loan associations and credit unions. d) Entities or persons who have filed a claim, or have a claim pending, against the agency.

APPENDIX OF DESIGNATED POSITIONS
(including elected officials and consultants)

Departments/Positions	Disclosure Categories
City Council	GC §87200
Office of the City Attorney	
City Attorney	GC §87200
Assistant City Attorney	1
Deputy City Attorney	1
Paralegal	2, 3
Office of the City Clerk	
City Clerk	1
Assistant City Clerk	1
Office of the City Manager	
City Manager	GC §87200
Assistant City Manager	1
Deputy City Manager	1
Public Information Manager	1
Management Analyst	2
IT Manager	2
IT Supervisor	2
Community Development Department	
Community Development Director	1
Deputy Community Development Director	1
Systems & Administrator Manager	2
Administrative Analyst	2, 3, 4
Building Division:	
Real Property Administrator	3, 4
Senior Plan Check Engineer	3, 4
Principal Building Inspector	3, 4
Senior Building Inspector	3, 4
Building Inspector II	3, 4
Permit Specialist II	3, 4
Permit Specialist	3, 4
Principal Civil Engineer	3, 4
Senior Civil Engineer	3, 4
Civil Engineer	3, 4
EMS Plans Examiner	3, 4
Principal Engineer	3, 4
Senior Plan Check Engineer	3, 4
Planning Technician	3, 4
Permit Technician II	3, 4
Permit Technician Supervisor	3, 4
Permit Specialist II	3, 4

Department/Positions	Disclosure Categories
Planning Division:	
Planning Manager	1
Principal Planner	1
Senior Planner	2, 3, 4
Associate Planner	2, 3, 4
Assistant Planner	3, 4
Code Enforcement Supervisor	3, 4
Code Enforcement Officer, Senior	3, 4
Code Enforcement Officer I	3, 4
Code Enforcement Officer Trainee	3, 4
Finance-Administrative Services & Finance Department	
Finance Director <u>Administrative Services and Finance Director</u> /City Treasurer	GC §87200
Deputy Finance Director	1
Revenue Manager	2, 3
Finance Manager	2, 3
Purchasing and Contracts Administrator	2
Senior Accountant	2
Senior Buyer	2
Buyer	2
Deputy Director of Human Resources	<u>2</u>
Human Resources Manager	<u>2</u>
Senior Human Resources Analyst	<u>2</u>
Fire Department	
Fire Chief	1
Assistant Fire Chief	1
Assistant Fire Chief of Lifeguard Operations	1
EMS Division Chief	1
Fire Marshal	1
EMS Captain	2
Administrative Manager	2
Assistant Management Analyst	2
Deputy Fire Marshal	3, 4
Senior Fire Inspector	3, 4
Senior Fire Inspector	3, 4
Fire Services Coordinator	2
Recreation Coordinator	2
Harbor Department	
Harbormaster/Director	1
Deputy Harbormaster	1
Human Resources Department	
Human Resources Director	1
Human Resources Manager	2
Library Services Department	
Library Services Director	1
Library Services Manager	2
Adult Services Coordinator (Librarian III)	2
Branch and Youth Services Coordinator (Librarian III)	2

Circulation and Technical Processing Coordinator (Librarian III)	2

Department/Positions	Disclosure Categories
Police Department	
Chief of Police	1
Deputy Chief of Police	1
Support Services Administrator	1
Executive Officer to the Chief of Police	2
Support Services Lieutenant	2
Police Fiscal Service/Facility Manager	2
Public Works Department	
<i>Administration and Finance Division:</i>	
Public Works Director	1
Public Works Finance/Administrative Manager	1
Administrative Analyst	2
Senior Management Analyst	2
Management Specialist	2
<i>Engineering and Transportation Division:</i>	
Deputy Public Works Director/City Engineer – Public Works	1
Administrative Manager	2, 3, 4
Assistant City Engineer	2, 3, 4
City Traffic Engineer	1
Principal Civil Engineer	2, 3, 4
Senior Civil Engineer	2, 3
Senior Civil Engineer-Plan Check	3, 4
Associate Civil Engineer	2, 3, 4
Senior Public Works Inspector	2, 3, 4
Public Works Inspector	2, 3, 4
Public Works Inspector II	2, 3, 4
Senior Engineer	2, 3, 4
Construction Manager	2, 3, 4
Water Conservation Coordinator	3, 4
<i>Municipal Operations Division/Department :</i>	
<u>Municipal Operations Director</u>	<u>1</u>
Deputy Public Works Director of – Municipal Operations	1
Assets Maintenance Manager	2, 4
City Arborist	2, 3, 4
Refuse Manager	2, 3, 4
Field Maintenance Manager	2, 3
Parks and Trees Manager	2, 3, 4
Equipment Maintenance Supervisor	2
Facilities Maintenance Supervisor	2, 4
Landscape Maintenance Supervisor	2
Recreation and Senior Services Department	
Recreation and Senior Services Director	1
Deputy Recreation and Senior Services Director	2
Recreation and Senior Services Manager	2

Department/Positions	Disclosure Categories
Utilities Department	
Utilities Director	1
Field Superintendent II	2
Operations Support Superintendent	2
Senior Management Analyst	2

Boards, Commissions and Committees	Disclosure Categories
Boards, Commissions and Committees	
Board of Library Trustees	2
Building and Fire Board of Appeals	3, 4
City Arts Commission	2
Civil Service Board	3
Finance Committee	1
Harbor Commission	3, 4
Parks, Beaches and Recreation Commission	4
Planning Commission	GC §87200
Consultants	1
<p>Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:</p> <p>The Department Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Department Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.</p>	



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 5

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Seimone Jurjis, City Manager - 949-644-3001,
sjurjis@newportbeachca.gov

PREPARED BY: Mark Vukojevic, Utilities Director – 949-644-3011,
mvukojevic@newportbeachca.gov

TITLE: Resolution No. 2026-2: Proclaiming the Termination of the Local
Emergency Declared on October 22, 2025

ABSTRACT:

The City of Newport Beach director of emergency services declared a local emergency on October 22, 2025, following the detection of methane gas and crude oil at 3606 Marcus Avenue on the Balboa Peninsula. The methane and crude oil were believed to be related to a historic “orphan” oil well located beneath 3606 and/or 3602 Marcus Avenue. The City Council ratified the Proclamation of Local Emergency on October 28, 2025, by adopting Resolution No. 2025-75. The Council reviewed and continued the local emergency on December 9, 2025.

In coordination with the State of California’s Geologic Energy Management Division (CalGEM), which obtained emergency funding and approvals, the City supported an expedited effort to drill an intercept well at Marcus Avenue and 36th Street, and to re-plug the orphan well approximately 800 feet below ground surface. Although the City does not own the well, staff from the Police, Fire, Public Works and Utilities Departments actively coordinated with CalGEM and its contractor to address immediate public safety and environmental risks. CalGEM has completed its emergency work operations, the orphan oil well has been re-plugged, and the flow of oil and gas to the surface has ceased. It is now appropriate to terminate the local emergency.

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) Adopt Resolution No. 2026-2, *A Resolution of the City Council of Newport Beach, California, Proclaiming the Termination of the Local Emergency Declared on October 22, 2025, Related to the Seepage of Methane Gas and Oil Intrusion Into a Residential Structure Located At 3606 Marcus Ave.*

DISCUSSION:

On October 22, 2025, the City's director of emergency services declared a local emergency after a significant amount of methane seepage and crude oil intrusion were detected at a residential property located at 3606 at Marcus Avenue. The oil and methane were believed to be from an abandoned private oil well. On October 28, 2025, the City Council ratified the Proclamation of Local Emergency by adopting Resolution No. 2025-75. On December 9, 2025, the Council continued the local emergency.

At the beginning, City staff and State representatives believed that a historic oil well located under 3606 and/or 3602 Marcus Avenue may have been leaking. The well was plugged in 1929 in accordance with the standards of that era and has no known responsible owner. It is therefore considered an orphan oil well.

City staff secured an emergency response from CalGEM, which has regulatory oversight of all oil and natural gas wells in the state and administers several programs, including an orphan well abandonment program. Due to the active leakage and the associated threat to public safety and the environment, CalGEM responded and obtained funding and approvals to attempt to re-plug the orphan well. The City does not own the well and responsibility for the well rests with the current private property owners. However, in the interest of public health and safety, the City took an active role in coordinating the response and communicating with area residents. The planned work required removal of on-street parking, limited or no access to many garages, restricted pedestrian access, and continuous construction and equipment noise on a 24-hour basis.

CalGEM engaged an emergency oil drilling contractor and City staff from the Police, Fire, Public Works and Utilities Departments worked closely with CalGEM to expedite the emergency well re-plugging activities. The contractor began preliminary work on November 24, 2025, with a break over the Thanksgiving weekend. Mobilization continued on December 1, 2025, and drilling and 24-hour work operations began on December 7, 2025. The plan was to drill an intercept well from the intersection of Marcus Avenue and 36th Street to locate and intercept the orphan well several hundred feet below ground.

The original orphan oil well was located and intercepted. The contractor successfully re-plugged the orphan well, thus stopping the flow of oil and gas to the surface. Some difficulties were encountered during drilling requiring extra workdays and the installation of a parallel twin pipe casing 850-feet deep, which was completed on December 24, 2025. A Christmas Day work stoppage was then enacted and, moving forward, all construction operations were changed back to daytime operations, approximately 7 a.m. to 7 p.m. Using the twin pipe casing, the contractor perforated holes into the orphan oil casing and filled it with a special cement mixture. This was accomplished over several days as the cement was squeezed into several different height levels of the casing. The final cement placement into the orphan oil well occurred on January 2, 2026. Demobilization and final site cleanup occurred from January 3 to January 10, 2026.

With the orphan oil well re-plugged, the surface oil and gas conditions have subsided, and the emergency has been sufficiently addressed. It is appropriate to terminate the

City's local emergency. The homeowners whose properties are above the orphan oil well, are working with their insurance companies and private environmental consultants for needed private property remediation. The work will be permitted and inspected by the Community Development Department's Building Division.

FISCAL IMPACT:

The adopted budget includes sufficient funding for City staff's expenses, materials and contractor resources used to help facilitate the emergency construction. The City's total amount has not been quantified as of the writing of this report, but is a very small portion of the overall project cost. The City's expenses will be funded from various operational and emergency accounts within the Utilities, Public Works, Police and Fire Department budgets. The State has spent several million dollars on the emergency re-capping construction efforts.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15269(c) (the activity is necessary to prevent or mitigate an emergency), 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 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 – Resolution No. 2026-2

Attachment A

RESOLUTION NO. 2026-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY DECLARED ON OCTOBER 22, 2025, RELATED TO THE SEEPAGE OF METHANE GAS AND OIL INTRUSION INTO A RESIDENTIAL STRUCTURE LOCATED AT 3606 MARCUS AVENUE

WHEREAS, Section 200 of the 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 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, Chapter 2.20 (Emergency Services) of the Newport Beach Municipal Code (“NBMC”) provides for the preparation and implementation of plans to provide services within Newport Beach in the event of an emergency, to empower certain City officials to promulgate orders and regulations necessary to provide for the protection of life and property or to preserve public order and safety, and to provide for the coordination of the emergency service functions of the City with all other public agencies and affected private persons, corporations, and organizations;

WHEREAS, Section 2.20.060(A) of the NBMC empowers the Director of Emergency Services to proclaim the existence of a local emergency when conditions of disaster or extreme peril to the safety of persons or property exist within the City, and the City Council is not in session, provided that such proclamation shall be ratified by the City Council at the earliest practicable time, but in no event later than seven (7) days after issuance, or it shall have no further force or effect;

WHEREAS, Section 2.20.060(C)-(E) of the NBMC further authorizes the Director of Emergency Services to control and direct the City’s emergency organization, coordinate interagency response, and represent the City in dealings with public or private agencies during emergencies;

WHEREAS, on October 22, 2025, the Director of Emergency Services proclaimed the existence of a local emergency due to the seepage of methane gas and oil intrusion into a residential structure located at 3606 Marcus Avenue, reportedly originating from an abandoned or old oil well, which created conditions of extreme peril to the safety of persons and property;

WHEREAS, on October 28, 2025, the City Council adopted Resolution No. 2025-75, proclaiming a local emergency, and ratifying and confirming the Proclamation of the Existence of a Local Emergency issued by the Director of Emergency Services on October 22, 2025, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, (“Proclamation of Emergency”);

WHEREAS, the City Council further adopted and affirmed all findings and determinations set forth in the Proclamation of Emergency and declared that the Proclamation of Emergency remain in full force and effect until such time as the City Council proclaims that the local emergency has been terminated in accordance with applicable law;

WHEREAS, the City’s Fire, Public Works and Utilities Departments, in coordination with the Orange County Health Care Agency and California Geologic Energy Management Division, undertook mitigation measures to safely vent accumulated methane gas and re-plug the orphan well, which is approximately 800 feet below ground surface; and

WHEREAS, the conditions that warranted the original emergency proclamation have been abated, and no continuing public safety threat exists at this time.

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

Section 1: The City Council hereby finds that the conditions that warranted the local emergency have been sufficiently addressed, and in accordance with Section 2.20.065 of the Newport Beach Municipal Code, hereby proclaims that the local emergency is terminated.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: 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 4: The City Council finds and determines that the termination of the local emergency 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 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: 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 January, 2026.

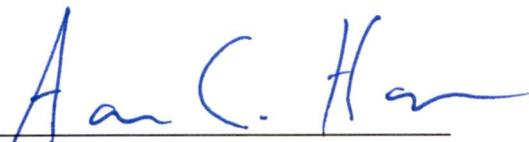
Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE



Aaron C. Harp

Exhibit 1 - Proclamation of the Existence of a Local Emergency issued by the Director of Emergency Services on October 22, 2025

EXHIBIT 1

**PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES
OF THE CITY OF NEWPORT BEACH
OCTOEBR 22, 2025**

WHEREAS, Section 2.20.060 of the Newport Beach Municipal Code empowers the Director of Emergency Services of the City of Newport Bach to proclaim the existence of a local emergency due to the existence of conditions of disaster or extreme peril to the safety of persons or property within the City of Newport Beach, if the City Council is not in session; and

WHEREAS, the Emergency Services Director of the City of Newport Beach does hereby find that:

1. A hazardous condition has arisen at 3606 Marcus Avenue, Newport Beach, California 92663, involving the seepage of methane gas and oil intrusion into a residential structure, reportedly originating from an abandoned or old oil well;
2. The presence of oil and methane gas poses an immediate threat to the health, safety, and welfare of residents and the surrounding community, necessitating urgent protective measures;
3. In the interest of public safety, the evacuation of the affected residence and neighboring properties is required until the hazard can be assessed and mitigated;
4. Access to the affected area must be strictly controlled to prevent injury or interference with emergency response operations;
5. Such conditions of disaster or extreme peril are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Newport Beach and require or are likely to require the combined forces of other political subdivisions and other agencies to combat; and
6. That the City Council of the City of Newport Beach is not in session.

NOW, THEREFORE, BE IT PROCLAIMED that a local emergency now exists within the City of Newport Beach.

PURSUANT TO THE AFORESAID PROCLAMATION, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF NEWPORT BEACH HEREBY PROMULGATES AND ISSUES THE FOLLOWING ORDERS AND REGULATIONS:

1. All residents and the general public shall evacuate and remain clear of the affected area, which includes the properties located at 3610, 3608, 3602, 3600 and 3600 ½ Marcus Avenue; 312 The Rialto; and 313 36th Street, Newport Beach, California, as well as the

**PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES
OF THE CITY OF NEWPORT BEACH
OCTOBER 22, 2025**

portions of the adjacent streets as depicted in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “Emergency Zone”).

2. No person shall enter, be within, or remain within, any building or area within the designated Emergency Zone after receiving a written or oral order to either not enter or to leave such building or area from a peace officer.

3. No person shall enter the designated Emergency Zone unless authorized by the Director of Emergency Services, the Utilities Director, the Fire Chief, or the Police Chief.

4. All vehicles, except emergency response and authorized personnel vehicles, are prohibited from entering or parking on public streets within the Emergency Zone.

5. The provisions of Order Nos. 1 through 4 above shall not apply to any City of Newport Beach employee or contractor, as well as any police, fire, or emergency services personnel, while such person is engaged in providing police, fire, or other emergency services.

6. A violation of any of the above emergency orders and regulations shall be a misdemeanor punishable pursuant to Section 2.20.100 of the Newport Beach Municipal Code.

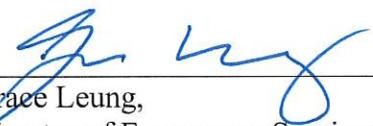
7. All peace officers are hereby authorized to enforce the above emergency orders and regulations and to arrest any person who does not obey said orders and regulations.

8. The City Attorney is authorized to seek a court order enjoining any responsible person from maintaining the public nuisance.

9. If the Director of Emergency Services determines that mitigation measures or summary abatement are necessary, City personnel/contractors and emergency personnel shall be authorized to take action to mitigate or summarily abate the public nuisance at the expense of the persons creating, causing, committing, or maintaining the public nuisance.

This proclamation is in effect beginning at 6:00 p.m. on October 22, 2025, and shall continue in full force and effect until rescinded or amended, or until the local emergency is proclaimed terminated.

Dated: October 22, 2025



Grace Leung,
Director of Emergency Services

EXHIBIT A



 Properties To Be Evacuated
 City of Newport Beach



City of Newport Beach
 GIS Division
 October 22, 2025



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 6

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
rosenbaum@newportbeachca.gov

TITLE: Amendment to On-Call Services Agreement with Vortex Services, LLC, for Pipe Lining Services

ABSTRACT:

The Utilities Department operates, maintains and repairs the City of Newport Beach's sewer and storm drain systems and a specialty contractor is retained on an as-needed basis for trenchless pipe lining services. Vortex Services, LLC was selected as the service contractor through a competitive process for a five-year term. Over the last two and a half years, most of agreement compensation has been utilized and staff is requesting City Council approval for a \$750,000 increase to 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 On-Call Maintenance/Repair Services Agreement with Vortex Services, LLC, for On-Call Pipe Lining Services, and increase the contract amount by \$750,000, and authorize the Mayor and City Clerk to execute the Agreement.

DISCUSSION:

The City maintains hundreds of miles of wastewater and storm drain pipelines and laterals. As part of the Utilities Department's routine cleaning and video inspection process, certain pipes require repairs or minor rehabilitation short of complete replacement. Inspections may reveal sea water infiltration, joint separation, root intrusion and pipe corrosion in one or more locations within an aging pipe segment.

One of the most cost-effective repair methods for pipelines is using a trenchless rehabilitation method known as Cured-In Place Pipe (CIPP). A fiberglass and polyester, cloth-like material is pulled through a damaged pipe and then expanded into a rigid plastic-like inner pipe. These liners last for decades, provide minimal disruption to residents in the area, and bring the best value to the City by avoiding open trenching to replace pipelines. Not all pipelines can be lined but, when possible, this method has been

found to be a cost-effective and reliable alternative to a full pipeline replacement. This method of repair is especially effective for work in easements where digging is difficult and disruptive to residents. This contractor is utilized as-needed by both the Utilities and Public Works Departments. Recently, the contractor also performed a custom installation on a water main running in between homes.

On June 13, 2023, the City Council approved a five-year agreement for on-call pipe lining services with Sancon Technologies, which has been subsequently acquired by Vortex Services, LLC. The original agreement was then assigned to Vortex Services, LLC in April 2025. This selection was based a competitive request for proposals (RFP) process.

Over the last two and a half years, various pipe lining projects have exhausted a majority of the authorized agreement compensation. Staff is requesting an amendment to increase Vortex's agreement by \$750,000. The total 5-year as-needed agreement amount will increase from \$750,000 to \$1.5 million. The additional amount will allow future pipe lining projects and needed contingencies to continue as-needed over the next 30 months. Lower priority repairs and larger-scale lining projects are assembled and bid separately by the Public Works Department under the Capital Improvement Program. On-call agreements do not guarantee any specific amount of business for the contracted company.

FISCAL IMPACT:

The adopted budget includes sufficient funding for pipe lining services. These services are funded from annual maintenance and repair accounts from the wastewater and storm drain programs as well as the Public Works Department's Capital Improvement accounts. Actual expenses vary from year to year. A typical lining repair project is approximately \$30,000 and approximately \$600,000 has been spent to date over the last two and a half years.

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 – Amendment No. One to the Services Agreement with Vortex Services, LLC, for On-Call Pipe Lining Services

Attachment A

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH VORTEX SERVICES, LLC FOR ON-CALL PIPE LINING SERVICES

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 13th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and VORTEX SERVICES, LLC, a Delaware limited liability company ("Contractor"), whose address is 18150 Imperial Valley Drive, Houston, Texas 77060, and is made with reference to the following:

RECITALS

- A. On June 13, 2023, City and Sancon Technologies, Inc. entered into an On-Call Maintenance/Repair Services Agreement (Contract No. C-8558-2) ("Agreement") to perform on-call maintenance and/or repair services for City ("Project").
- B. On April 8, 2025, City, Sancon Technologies, Inc., and Contractor entered into an Assignment Agreement (Contract No. C-8558-3) to assign the rights under the Agreement from Sancon Technologies, Inc. to Contractor to perform all obligations as of the effective date. The Agreement continued with the City and Contractor as the new parties.
- C. Since entering into the Agreement, Contractor was asked to perform a higher volume of Work than was originally anticipated.
- D. The parties desire to enter into this Amendment No. One to increase the total compensation, update the Notices section, and update the insurance requirements.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. 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 Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000)**, without prior written authorization from City."

The total amended compensation reflects Consultant'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 **Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000)**.

2. NOTICES

Section 25.3 of the Agreement is amended in its entirety and replaced with the following:

“25.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Ryan Helmuth
Vortex Services, LLC
18150 Imperial Valley Drive
Houston, TX 77060”

3. INSURANCE

As of the Effective Date of this Amendment No. One, 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.

4. 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: 12/11/25

By: Jose Montoya for
Aaron C. Harp 12-11-25 RJ
City Attorney

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleinman
Mayor

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

**CONTRACTOR: VORTEX SERVICES,
LLC**, a Delaware limited liability company

Date: _____

By: _____
Michael Vellano
President and Chief Executive Officer

[END OF SIGNATURES]

Attachments: Exhibit C – Insurance Requirements

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.

D. Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than one million dollars (\$1,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted by paid claims;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

E. Pollution Liability Insurance. If required, Contractor shall maintain a policy providing contractor's pollution liability ("CPL") coverage with a total limit of liability of no less than one million dollars (\$1,000,000) per loss and two million dollars (\$2,000,000) in the aggregate per policy period. Claims-made policies require a 5-year extended reporting period. The CPL policy shall include coverage for cleanup costs, third-party bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by contracting operations. Coverage as required in this paragraph shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL shall also provide coverage for transportation and off-site disposal of materials. The policy shall not contain any provision or exclusion (including any so-called "insured versus insured" exclusion or "cross-liability" exclusion) the effect of which would be to prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

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.



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 7

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 On-Call Services Agreement with Superior Electric Motor Service, Inc, for Electric Motor Repair Services

ABSTRACT:

The Utilities Department operates and maintains the City of Newport Beach's large electric motors which power water wells, water pumps, and sewer lift stations. These motors are critical to the water and sewer system, and a specialty contractor is retained on an as-needed basis for repairs and rebuilds. Superior Electric Motor Services, Inc., was selected as the service contractor through a competitive process for a five-year term. Over the last three and a half years, most of the agreement compensation has been utilized and staff is requesting City Council approval for a \$100,000 increase to 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 On-Call Maintenance Services Agreement with Superior Electric Motor Service, Inc., and increase the contract amount by \$100,000, and authorize the Mayor and City Clerk to execute the Agreement.

DISCUSSION:

The Utilities Department operates and maintains several large electric motors that power the City's water well sites, water pump stations, and sewer lift stations. The department's in-house electricians perform most of the routine maintenance and repairs. However, due to the critical nature of the services, staff also utilizes a specialty contractor on an as-needed basis to repair, rewire and rebuild electric motors. In June 2022, following a request for proposals (RFP) process to solicit interest from qualified companies to provide as-needed electric motor repair services, the city manager approved a five-year agreement with Superior Electric Motor Services, Inc., which included a total contract compensation amount of \$120,000.

Over the last three and a half years, electric motor repairs and rebuilds have exhausted a majority of the authorized agreement compensation. Staff is requesting an amendment to increase Superior Electric's agreement by \$100,000. The total five-year as-needed agreement amount will increase from \$120,000 to \$220,000. The additional amount will allow future motor repairs/rebuilds and needed contingencies to continue as needed over the next 18 months. On-call agreements do not guarantee any specific amount of business for the contracted company.

FISCAL IMPACT:

The adopted budget in the water and sewer enterprise funds includes sufficient funding for these electric motor repairs and rebuild services. Actual expenses vary from year to year. A typical electric motor rebuild is \$10,000 and approximately \$105,000 has been spent to date over the last three and a half years.

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 On-Call Services Agreement with Superior Electric Motor Service, Inc.

Attachment A

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH SUPERIOR ELECTRIC MOTOR SERVICE INC. FOR AS-NEEDED ELECTRIC MOTOR REPAIR SERVICES

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 13th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and SUPERIOR ELECTRIC MOTOR SERVICE INC., a California corporation ("Consultant"), whose address is 4622 Alcoa Avenue, Vernon, California 90058, and is made with reference to the following:

RECITALS

- A. On June 1, 2022, City and Consultant entered into a Maintenance/Repair Services Agreement (Contract No. C-7115-2) ("Agreement") to perform on-call maintenance and/or repair services for the City ("Project").
- B. The parties desire to enter into this Amendment No. One to update the insurance requirements, and to reflect an increase in the total compensation due to an increased volume of repair.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. 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 Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Two Hundred Twenty Thousand Dollars and 00/100 (\$220,000.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Consultant's additional compensation to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)**.

2. INSURANCE

As of this Effective Date of this Amendment No. One, 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.

3. 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: 12/03/2025

By: 
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
TBD
Mayor

**CONTRACTOR: SUPERIOR ELECTRIC
MOTOR SERVICE INC.,** a California
corporation
Date: _____

By: _____
Art Marachelian
Chief Executive Officer

Date: _____

By: _____
Christopher Marachelian
Chief Financial Officer

[END OF SIGNATURES]

Attachments: Exhibit C – Insurance Requirements

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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.

- 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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement 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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement 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.



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 8

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David A. Webb, Public Works Director - 949-644-3311,
dawebb@newportbeachca.gov

PREPARED BY: Michael J. Sinacori, Assistant City Engineer - 949-644-3342,
msinacori@newportbeachca.gov

TITLE: Approval of On-Call Professional Services Agreements for Civil Engineering Services

ABSTRACT:

A large portion of the City of Newport Beach's Capital Improvement Program requires the services of professional consultants for planning, design and construction support services. Accordingly, staff issued a request for proposals for professional civil engineering services and requests the City Council's consideration to enter into three on-Call professional services agreements. Each professional civil engineering services agreement would be for a term of five years and a total not-to-exceed contracting authority amount of \$500,000.

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 On-Call professional services agreements with Stantec Consulting Services, Inc., DMc Engineering, and Q3 Consulting, Inc. for professional civil engineering planning, design and construction support services, with each agreement being for a term of five-years and a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreements.

DISCUSSION:

The City's proposed Capital Improvement Program (CIP) budget anticipates more than \$112 million in facilities, parks, harbors and beaches, streets and drainage, and water and wastewater improvement projects through individual CIP projects starting in Fiscal Year 2025-26. Almost all these projects require some level of engineering, architecture, landscape architecture, and/or construction management services. The City relies on a

host of professional consultants, in addition to in-house engineering, construction management, and inspection staff.

The City traditionally contracts out a large portion of necessary engineering services, and for larger projects, separate requests for proposals (RFPs) are issued to the engineering community. However, for smaller projects, a formal RFP is not cost-effective or time-efficient for the City nor the consulting community. To address these types of projects, the City uses on-call professional services contracts. Over the past three years, five engineering firms with existing on-call agreements with the City have provided design services for a total of \$1.5 million.

In March 2025, staff requested statements of qualifications (SOQs) to provide civil engineering planning, design and construction support services to replace the existing group of on-call consultants, whose agreements are set to expire or have reached their not-to-exceed fee limits. Forty-four firms submitted SOQs to the City. Based on the submittals, staff requested on-call proposals from 12 of those firms, of which 12 submitted responses and were reviewed in detail. The following is a ranking of the firms that submitted responses:

Firm Name	Total Score	Rank
Stantec Consulting Services, Inc.	282	1
Dudek	274	2
Michael K. Nunley & Associates, Inc. (MKN)	273	3
DMc Engineering	269	4
Tait & Associates, Inc.	268	5
Q3 Consulting, Inc.	265	6
Tetra Tech	256	7
Dokken	251	8
X Engineering	250	9
NV5	248	10
Rick Engineering	247	11
Ardurra Group	246	12

The City’s proposal review team consisted of three staff members from the Public Works Department. Using a qualification-based selection process, the proposals were evaluated by the review team independently. Proposal evaluations were based on the consultant’s understanding of the scope of work, experience, qualifications and availability of staff. While many firms met the minimum qualifications outlined in the request for proposal, the top six consultants were selected by the review team as the most qualified and responsive firms. All six of these firms have successfully completed similar services for other local agencies, and their billing rates are consistent with industry standards and their peers.

Three of the top six firms already have existing on-call civil engineering contracts with the City and are performing design work, however their contracts will expire in June 2026. In an effort to have continued service until the on-call contracts are due for renewal, staff is requesting approval of three new separate on-call professional services agreements with Stantec Consulting Services, Inc., DMc Engineering and Q3 Consulting, Inc., for professional civil engineering planning, design and construction support services. If

approved, each of these agreements will have a total not-to-exceed amount of \$500,000 and term of five years, expiring on June 30, 2030. Projects will be assigned on a rotating basis to the on-call civil engineering firms based on their expertise or depending on the City's requirements and the project type.

FISCAL IMPACT:

There is no direct fiscal impact related to this item as the award of the on-call contract does not create an obligation to expend funds. Funding for the work done under these on-call contracts will be expensed to individual projects within the City's approved Operating and CIP 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).

ATTACHMENTS:

- Attachment A – PSA with Stantec Consulting Services, Inc.
- Attachment B – PSA with DMc Engineering
- Attachment C – PSA with Q3 Consulting, Inc

Attachment A

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 13th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("Consultant"), whose address is 410 17th Street, Suite 1400, Denver, CO 80202, 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. City desires to engage Consultant to provide on-call civil engineering consulting services ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 12, 2031, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name and contact number of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and any anticipated consumable, material, or ancillary costs to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Upon first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set for in Exhibit B ("Billing Rates") shall be

adjusted by a fixed amount of three percent (3.0%) of the Billing Rates in effect immediately preceding such adjustment.

4.3 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.4 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.5 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jeff Wilkerson to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works 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.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable, but only to the extent permitted by law, and not to exceed the policy limits of Consultant's insurance policy where applicable.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from

Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 *et seq.*, Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

26.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jeff Wilkerson
Stantec Consulting Services Inc.
38 Technology Drive, Suite 200
Irvine, CA 92618

27. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in

default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either 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.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 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 either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 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.

29.9 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.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 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.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT 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: 12-18-2025

By: 
Aaron C. Harp 12-17-25 RJ
City Attorney

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleinman
Mayor

**CONSULTANT: STANTEC
CONSULTING SERVICES INC.,** a New York corporation

Date: _____

By: _____
Jeff Wilkerson
Senior Associate

Date: _____

By: _____
David Elwell
Vice President

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL CIVIL – SCOPE OF SERVICES

Consultant shall provide Civil Engineering services for the conceptual and final design of a wide variety of City capital improvement and maintenance projects. Consultant shall provide in-house services, or capacity to subconsultant, for the following areas:

- Provide full plans, specifications, and estimates for a broad range of civil engineering disciplines;
- Provide cost estimating and value engineering services;
- Provide bid support and preparation of record drawings;
- Provide construction support, administration, and management services;
- Provide construction traffic control concepts and plans;
- Provide project-specific professional surveying services;
- Review public/private development plans and maps;
- Provide regulatory permitting support;
- Prepare various studies and supporting documentation for, but not limited to, hydrology and hydraulic analysis, water and sewer studies and network analysis;
- Prepare/review NPDES reports, Water Quality Management Plan (WQMP), and Storm Water Pollution Prevention Plans (SWPPP);
- Prepare maps and legal descriptions for right-of-way acquisitions and easements; and
- Other engineering-related tasks as necessary.

EXHIBIT B

SCHEDULE OF BILLING RATES



October 23rd, 2025

Stantec Consulting Services Inc.

38 Technology Drive, Suite 200
Irvine, CA 92618

Attention:

City of Newport Beach
Ben Davis, Senior Civil Engineer
949-644-3317
bdavis@newportbeachca.gov

Reference:

RFP #26-13
On-Call Professional Civil
Engineering Services

Sherry Weinmeier, PE
Principal-in-Charge
949-584-7231
sherry.weinmeier@stantec.com

Jeff Wilkerson
Project Manager
949-929-1449
jeff.wilkerson@stantec.com

Dear Ben Davis,

Per your RFP, we are providing our Fee Schedule showing our proposed billing rates in this separate document. The rates outlined herein shall remain in effect for the full duration of the five-year Agreement. We also assume that they shall escalate annually on January 1st by 3%, or as otherwise agreed upon in writing by both parties, to reflect increases in labor and overhead costs.

At Stantec, we strongly believe that the measurement of value is partially referenced from pricing, but also from credentials and capabilities. Our rates were created with an understanding of this balance.

Should you have any questions or require additional information about our fee proposal, please contact Jeff Wilkerson or Sherry Weinmeier at the contact information below.

Sincerely,

STANTEC CONSULTING SERVICES INC.

SCHEDULE OF BILLING RATES – 2026 City of Newport Beach Civil On-Call

Billing Level	Hourly Rate	Description								
3	\$127	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience								
4	\$138									
5	\$158									
6	\$162	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience								
7	\$174									
8	\$184									
9	\$190	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience								
10	\$198									
11	\$214									
12	\$226	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience								
13	\$237									
14	\$250									
15	\$264	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience								
16	\$291									
17	\$302									
18	\$308	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience								
19	\$320									
20	\$332									
21	\$352									
Survey Crews		<table border="0"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$255</td> </tr> <tr> <td>2-Person</td> <td>\$385</td> </tr> <tr> <td>3-Person</td> <td>\$515</td> </tr> </tbody> </table>	Crew Size	Regular Rate	1-Person	\$255	2-Person	\$385	3-Person	\$515
Crew Size	Regular Rate									
1-Person	\$255									
2-Person	\$385									
3-Person	\$515									

Note: The rates outlined herein shall remain in effect for the full duration of the five-year Agreement. We also assume that they shall escalate annually on January 1st by 3%, or as otherwise agreed upon in writing by both parties, to reflect increases in labor and overhead costs.

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate.

All expert fees and overtime fees shall be approved in writing by the City prior to being incurred.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL CONSULTING SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant 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. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant 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. Consultant shall maintain commercial general liability insurance, and if necessary excess/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 bodily injury, property damage, 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. Consultant 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 Consultant

arising out of or in connection with Work to be performed under this Contract, 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 for each accident.

- D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
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 Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.

- C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. 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 or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant 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. All of the executed documents referenced in this Contract must be returned to City within ten
(10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements 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 Contract. 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, Consultant 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. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of 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 Consultant or any subconsultant 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 Consultant'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 Consultant or reimbursed by Consultant upon demand.

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, 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. Consultant's Insurance. Consultant 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.

Attachment B

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH DEREK J. MCGREGOR, INC. DBA DMC ENGINEERING FOR ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of this 13th day of January, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and DEREK J. MCGREGOR, INC., doing business as (“DBA”) DMC ENGINEERING, a California corporation (“Consultant”), whose address is 18 Technology Drive, Suite 100, Irvine, CA 92618, 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. City desires to engage Consultant to provide on-call civil engineering consulting services (“Project”).
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 12, 2031, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call consulting services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the “Letter Proposal”). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name and contact number of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and any anticipated consumable, material, or ancillary costs to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Derek J. McGregor to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works 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.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from

Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 *et seq.*, which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 *et seq.*, Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

26.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Derek J. McGregor
Derek J. McGregor, Inc. dba DMc Engineering
18 Technology Drive, Suite 100
Irvine, CA 92618

27. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in

default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either 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.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 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 either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 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.

29.9 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.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 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.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT 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: 12/18/25

By: 
Aaron C. Harp 12-18-25 R
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

**CONSULTANT: DEREK J. MCGREGOR,
INC. doing business as ("DBA") DMC
ENGINEERING**, a California corporation
Date: _____

By: _____
Derek J. McGregor
Chief Executive Officer, Chief Financial
Officer, and Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL CIVIL – SCOPE OF SERVICES

Consultant shall provide Civil Engineering services for the conceptual and final design of a wide variety of City capital improvement and maintenance projects. Consultant shall provide in-house services, or capacity to subconsultant, for the following areas:

- Provide full plans, specifications, and estimates for a broad range of civil engineering disciplines;
- Provide cost estimating and value engineering services;
- Provide bid support and preparation of record drawings;
- Provide construction support, administration, and management services;
- Provide construction traffic control concepts and plans;
- Provide project-specific professional surveying services;
- Review public/private development plans and maps;
- Provide regulatory permitting support;
- Prepare various studies and supporting documentation for, but not limited to, hydrology and hydraulic analysis, water and sewer studies and network analysis;
- Prepare/review NPDES reports, Water Quality Management Plan (WQMP), and Storm Water Pollution Prevention Plans (SWPPP);
- Prepare maps and legal descriptions for right-of-way acquisition and easements; and
- Other engineering-related tasks, as necessary.

EXHIBIT B

SCHEDULE OF BILLING RATES



DMc ENGINEERING

CIVIL • SURVEYING • PLANNING • CONSTRUCTION

Hourly Rate Schedule

(As of January 1, 2025)

OFFICE PERSONNEL	Cost/Hour
Principal (PR).....	\$ 260.00
Project Manager (PM)	\$ 220.00
Construction Manager (CM)	\$ 220.00
Project Engineer (PE)	\$ 200.00
Project Surveyor (PS)	\$ 200.00
Senior Engineer (SE)	\$ 180.00
Associate Engineer (AE)	\$ 160.00
Administration (ADMIN)	\$ 100.00

FIELD SURVEY	Cost/Hour
Field Survey (FS)	\$ 230.00
GPS Survey (GPS)	\$ 250.00

NOTE: Reproductions, computer plotting, copying, messenger services and other direct expenses will be billed per our reimbursement fee schedule. No additional charges for mileage, supplies or telephone expenses will be included.

18 Technology Drive, Suite 100 | Irvine, CA 92618
Telephone: (949) 753-9393

TJW ENGINEERING, INC.
STANDARD COMPENSATION SCHEDULE
(Effective January 2025)

Classification	Hourly Rate
Principal	\$260.00
Principal Traffic Engineer/Planner	\$235.00
Senior Engineer/Planner	\$175.00 - \$200.00
Project Engineer/Planner	\$125.00 - \$175.00
Asst. Project Engineer/Planner	\$100.00 - \$150.00
Technician	\$100.00 - \$125.00
Administration	\$85.00 - \$125.00
Aide	\$65.00 - \$85.00

CHO DESIGN ASSOCIATES, INC.

3601 W. MacArthur Blvd., #903, Santa Ana, CA 92704

FEE SCHEDULE

Effective January 1, 2025

Principal Engineer/Project Manager	\$ 235.00/Hr
Project/Senior Engineer	\$ 215.00/Hr
CADD Technician/Draftsperson	\$ 175.00/Hr
Word Processing/Clerical	\$ 90.00/Hr



Engineering Inc.

Electrical Engineering & Consulting

8048 Palm Ave.
Highland, CA
92346
909.864.0223
Fax 909.864.0280
jca.eng@jcaeng.com

Billing Rates Effective January 2025

For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager	\$ 240.00
Designer	\$ 200.00
Drafting/CADD	\$ 175.00
Clerical/Delivery/Accounting	\$ 160.00

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant 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. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant 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. Consultant shall maintain commercial general liability insurance, and if necessary excess/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 bodily injury, property damage, 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. Consultant 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 Consultant

arising out of or in connection with Work to be performed under this Contract, 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 for each accident.

- D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
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 Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.

- C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. 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 or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant 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. All of the executed documents referenced in this Contract must be returned to City within ten
(10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements 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 Contract. 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, Consultant 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. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of 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 Consultant or any subconsultant 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 Consultant'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 Consultant or reimbursed by Consultant upon demand.

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, 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. Consultant's Insurance. Consultant 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.

Attachment C

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH PROACTIVE ENGINEERING CONSULTANTS, INC. DBA Q3 CONSULTING FOR ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 13th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and PROACTIVE ENGINEERING CONSULTANTS, INC. DBA Q3 CONSULTING, a California corporation ("Consultant"), whose address is 200 S. Main Street, Suite 300, Corona CA 92882, 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. City desires to engage Consultant to provide on-call civil engineering consulting services ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 12, 2031, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name and contact number of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and any anticipated consumable, material, or ancillary costs to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set for in Exhibit B ("Billing Rates") shall be adjusted by a fixed amount of three percent (3%) of the Billing Rates in effect immediately preceding such adjustment.

4.3 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.4 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.5 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Remi Candaele to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works 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.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone

employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 *et seq.*, Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

26.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: John Mccarthy
Proactive Engineering Consultants, Inc.
200 S. Main Street, Suite 300
Corona, CA 92882

27. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in

default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either 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.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 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 either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 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.

29.9 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.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 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.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT 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: 12/22/25

By: 
Aaron C. Harp *12.22.25 RS*
City Attorney

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

**CONSULTANT: PROACTIVE
ENGINEERING CONSULTANTS, INC.
DBA Q3 CONSULTING**, a California
corporation

Date: _____

By: _____
John Mccarthy
Secretary

Date: _____

By: _____
Thomas Ryan
Principal

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL CIVIL – SCOPE OF SERVICES

Consultant shall provide Civil Engineering services for the conceptual and final design of a wide variety of City capital improvement and maintenance projects. Consultant shall provide in-house services, or capacity to subconsultant, for the following areas:

- Provide full plans, specifications, and estimates for a broad range of civil engineering disciplines;
- Provide cost estimating and value engineering services;
- Provide bid support and preparation of record drawings;
- Provide construction support, administration, and management services;
- Provide construction traffic control concepts and plans;
- Provide project-specific professional surveying services;
- Review public/private development plans and maps;
- Provide regulatory permitting support;
- Prepare various studies and supporting documentation for, but not limited to, hydrology and hydraulic analysis, water and sewer studies and network analysis;
- Prepare/review NPDES reports, Water Quality Management Plan (WQMP), and Storm Water Pollution Prevention Plans (SWPPP);
- Prepare maps and legal descriptions for right-of-way acquisition and easements; and
- Other engineering-related tasks as necessary.

EXHIBIT B

SCHEDULE OF BILLING RATES

Fee Schedule

RFQ No. 26-13

Professional Civil Engineering Services



October 23, 2025

Submitted to



Submitted by



PROACTIVE
ENGINEERING CONSULTANTS



FEE SCHEDULE
January 1, 2025 through December 31, 2025

Compensation for work performed on a time and materials basis will be computed as follows:

<u>MANAGEMENT</u>	<u>HOURLY RATE</u>
Principal.....	\$280.00
Director	255.00
Associate	253.00
Sr. Project Manager, Sr. Technical Manager	253.00
Project Manager.....	231.00

<u>CIVIL ENGINEERING SERVICES</u>	
Senior Project Engineer.....	\$230.00
Project Engineer	210.00
Senior Designer	205.00
Designer	193.00
Engineer	188.00
Design Engineer, Design Technician.....	165.00
CAD Technician, Design Engineer Technician.....	139.00
Project Technician/Project Coordinator.....	127.00
Engineering Technician	121.00
Administration	107.00
Engineering Intern.....	92.00

<u>SURVEY AND MAPPING SERVICES</u>	
Field Supervisor	\$212.00
Project Surveyor	186.00
GIS Specialist	171.00
Survey Analyst.....	132.00
Three Person Crew	335.00
Two Person Crew	285.00
One Person Crew.....	205.00

<u>NOTE: FOR SURVEY WORK REQUIRING PREVAILING WAGE</u>	
Three Person Crew	\$395.00
Two Person Crew	336.00
One Person Crew.....	215.00

<u>SPECIAL SERVICES</u>	
Consultation Re: Litigation	\$520.00

<u>DRY UTILITY SERVICES</u>	
Principal.....	\$245.00
Sr. Project Manager, Sr. Technical Manager	200.00
Project Manager.....	188.00
Senior Designer	165.00
Project Coordinator.....	115.00
CAD Technician.....	103.00
Assistant Project Coordinator	92.00
Administration	89.00

<u>CONSTRUCTION SUPPORT</u>	
Principal	\$267.00
Sr. Project Manager, Sr. Technical Manager	212.00
Project Manager	195.00
Field Engineer	190.00
Administration	89.00

ESCALATION
 Rates shown are applicable only for services provided during the 2025 calendar year. Rates for services provided in subsequent years are subject to an annual increase of 3% effective each January 1st.

All expert fees and overtime fees shall be approved in writing by the City prior to being incurred.

N2W Engineering, Inc.
Time and Materials Rate Schedule
January 2025 ⁽¹⁾

Technical Experts and Practice Leaders	Unit	Rate
Technical Advisor and Technical Expert	Per Hour	\$305
Principal Engineer and Executive Director	Per Hour	\$295
Vice President and Managing Director	Per Hour	\$290
Engineering and Project Management	Unit	Rate
Senior Project Manager	Per Hour	\$285
Project Manager and Senior Engineer	Per Hour	\$260
Deputy Project Manager and Project Engineer III	Per Hour	\$235
Project Engineer II	Per Hour	\$220
Project Engineer I	Per Hour	\$210
Staff Engineer III	Per Hour	\$205
Staff Engineer II	Per Hour	\$200
Staff Engineer I	Per Hour	\$190
Engineering Associate	Per Hour	\$175
Operations and Maintenance	Unit	Rate
Operation Manager	Per Hour	\$185
Senior Operator	Per Hour	\$150
Operator II	Per Hour	\$140
Operator I	Per Hour	\$130
Operator in Training	Per Hour	\$90
Maintenance and Repair Manager	Per Hour	\$185
Maintenance and Repair Technician II	Per Hour	\$150
Maintenance and Repair Technician I	Per Hour	\$130
Installation and Construction	Unit	Rate
Installation & Construction Manager	Per Hour	\$215
Installation & Construction Superintendent	Per Hour	\$195
Installation & Construction Foreman	Per Hour	\$140
Technical Support and Administrative	Unit	Rate
Sr. CAD Designer	Per Hour	\$175
CAD Designer	Per Hour	\$140
Project Coordinator	Per Hour	\$125
Project Administrator	Per Hour	\$105
Other Expenses ⁽²⁾	Unit	Rate
Vehicle Mileage	Per Mile	\$0.75
N2W Truck Use (minimum ½ Day)	Per Day	\$155
Travel Per Diem	Per Day	\$310
Subcontractor and Material Markup	%	15

Notes: Per diem includes meals, lodging and incidentals; but does not include transportation related expenses. Rates for other equipment not noted to be negotiated and provided upon request.

All expert fees and overtime fees shall be approved in writing by the City prior to being incurred.

RENDE CONSULTING GROUP

Hourly Rate Schedule

**City of Newport Beach, CA
On-Call Professional Civil Engineering Services**

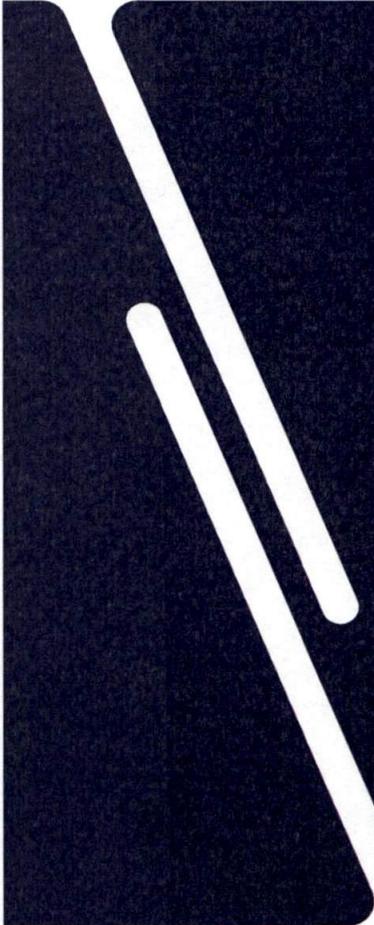
RFP No. 26-13

<u>Professional Personnel</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 200.00
Senior Engineer	\$ 180.00
Project Engineer	\$ 160.00
<u>Support</u>	<u>Hourly Rate</u>
CADD Technician	\$ 150.00

Notes:

Rates shown are applicable only for services provided during the 2025 calendar year.

All expert fees and overtime fees shall be approved in writing by the City prior to being incurred.



PROACTIVE
ENGINEERING CONSULTANTS

27051 Towne Centre Drive, Suite 270
Foothill Ranch, CA 92610
(949) 259.6441 | ProactiveEngineering.net

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant 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. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant 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. Consultant shall maintain commercial general liability insurance, and if necessary excess/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 bodily injury, property damage, 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. Consultant 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 Consultant

arising out of or in connection with Work to be performed under this Contract, 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 for each accident.

- D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
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 Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.

- C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. 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 or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant 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. All of the executed documents referenced in this Contract must be returned to City within ten
(10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements 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 Contract. 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, Consultant 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. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of 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 Consultant or any subconsultant 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 Consultant'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 Consultant or reimbursed by Consultant upon demand.

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, 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. Consultant's Insurance. Consultant 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.



NEWPORT BEACH

City Council Staff Report

January 13, 2026
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: Kevin Pekar, Parks & Trees Superintendent - 949-644-3069
kpekar@newportbeachca.gov

TITLE: Amendment to Landscape Services Agreement for Medians and
Roadsides with Brightview Landscape Services, Inc. (Contract No.
8651-1)

ABSTRACT:

The City of Newport Beach (City) utilizes contract services to perform landscape maintenance of City medians and roadsides. As part of the agreement, Brightview Landscape Services, Inc. (Brightview) performs an extensive number of on-call services, such as emergency storm response, irrigation part replacement, plant replacement, landscape enhancements and City street-tree planting. If approved, the amendment will allow up to \$2 million in additional on-call services throughout the agreement term which expires November 30, 2027.

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. Two to the Maintenance and Repair Services Agreement with Brightview Landscape Services, Inc. for Landscape Maintenance of Medians and Roadsides to increase the on-call portion of the contract by \$2 million for a new on-call not-to-exceed amount of \$6,380,068 and a total not-to-exceed amount of \$21,249,760 and authorize the Mayor and City Clerk to sign the amendment.

DISCUSSION:

This agreement encompasses landscape maintenance for over 265 acres of medians and roadside landscape throughout the City. The landscape on medians and roadsides along major arterials, such as Coast Highway, is constantly in public view, as tens of thousands of residents, visitors and commuters travel these streets per day. Other examples of the sites maintained include landscaped slopes in Newport Coast, the landscape and hardscape areas in the Newport Pier and Balboa Pier parking lots, street end landscaping along the beach and bay, the landscape areas around the Newport Coast Community Center and the Oasis Senior Center, the Balboa Village area, and several Utilities Department sites, including Big Canyon Reservoir. Landscape maintenance activities

include lawn mowing and care, trimming of groundcover and shrubs; irrigation monitoring, repairs and adjustments; small tree maintenance; refuse policing; weed control; and other related duties.

The current seven-year agreement with Brightview was entered into on December 1, 2020, at a total not-to-exceed (NTE) amount of \$16,350,000. The on-call portion of the contract was initially set at an NTE of \$2,100,068, or approximately \$300,000 per year. Typical on-call services include emergency storm response, traffic accident repairs, irrigation part replacements, unforeseen plant replacements, seasonal color change-outs, landscape enhancements, City street-tree plantings, clean-ups, and repairs and plantings due to vandalism. Brightview’s on-call services have been utilized throughout the years of the agreement more than anticipated. For example, unprecedented rainfall over several years created rapid weed growth over non-contract streets and sidewalks necessitating extra on-call weed abatement services. Replacement of plant materials and the cost of irrigation parts for repairs have increased due to inflation and supply chain issues. Brightview has also assisted immensely with the City’s street tree planting initiative. Staff has relied on the contractor to install up to 20 trees a month, which at times includes restoring parkway irrigation and landscaping.

Several landscape projects on the horizon will require Brightview’s assistance (e.g. irrigation and landscape enhancements along East Coast Highway, from Seaward to Evening Canyon). These improvement and rehabilitation needs are expected to stay consistent throughout the remainder of the contract term.

The table below shows some of the typical on-call expenditures Brightview has made to date and the approximate annual cost associated with each. The table is not inclusive of all types of on-call work performed.

Typical Expenditures	Average Annual Cost
Irrigation Repair Parts	\$200,000
Traffic Accident Repairs	\$50,000
Plant Replacements, Seasonal Color, Debris & Weed Abatement	\$270,000
Tree Replacements (Street Trees)	\$130,000
Landscape Enhancements (smaller non-CIP type work)	\$190,000

To maintain high quality and attractive median and roadside areas, staff requests an increase to the on-call portion of the agreement by \$2 million for a new on-call NTE amount of \$6,380,068 and total overall NTE of \$21,249,760 for the seven-year term of the contract.

FISCAL IMPACT:

The adopted budget includes sufficient funding for the remaining fiscal year. It will be expensed to the following Public Works Department accounts.

<u>Account Name</u>	<u>Org Number</u>	<u>Account Number</u>
Contract Services -Parks	0108031	811017
Public Landscape Enhancements	0108031	911008
Contract Services - Trees	0108032	811017
Maintenance and Repair Damage	0108031	851014
Maintenance Irrigation Repair	0108031	851038

Additional funding for future years will be programmed during the annual budget process.

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. Two to the Maintenance and Repair Services Agreement

Attachment A

AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPE MAINTENANCE OF MEDIANS AND ROADSIDES

THIS AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 13th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor"), whose address is California corporation, and is made with reference to the following:

RECITALS

- A. On December 1, 2020, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8651-1) ("Agreement") to perform annual landscape maintenance services of City medians and roadsides ("Project").
- B. On June 27, 2023, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation available for fixed services to reflect the addition of an Enhanced Landscape Maintenance Lead Worker including corresponding fuel sub-charges for a pick-up truck and work equipment, and to increase the total compensation available for on-call services due to an increase in work volume that was not anticipated at the time the parties entered into the Agreement.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation available for on-call services to satisfy payment for services to be performed, update the Contractor's project manager, update the Notices section, and update the insurance requirements.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION TO CONTRACTOR

Section 4.1.2 of the Agreement is amended in its entirety and replaced with the following:

"4.1.2 Contractor's compensation for all On-Call Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Six Million Three Hundred Eighty Thousand Sixty Eight Dollars and 00/100 (\$6,380,068.00)**, without prior written amendment to the Agreement."

Section 4.1.3 of the Agreement is amended in its entirety and replaced with the following:

“4.1.3 Contractor’s compensation for all Services performed in accordance with this Agreement, including all fixed and on-call Services and all reimbursable items, shall not exceed a grand total amount of **Twenty One Million Two Hundred Forty Nine Thousand Seven Hundred Sixty Dollars and 00/100 (\$21,249,760.00)**, without prior written amendment to the Agreement.”

The total amended compensation reflects Contractor’s compensation for Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Two Million Dollars and 00/100 (\$2,000,000.00)**.

2. PROJECT MANAGER

Section 5.1 of the Agreement is amended in its entirety and replaced with the following:

“5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Adrian Bolanos to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City’s approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.”

3. NOTICES

Section 26.3 of the Agreement is amended in its entirety and replaced with the following:

“26.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Adrian Bolanos
BrightView Landscape Services, Inc.
1960 South Yale Street
Santa Ana, CA 92704”

4. INSURANCE

As of this Effective Date of this Amendment No. Two, Exhibit H of the Agreement shall be deleted in its entirety and replaced with Exhibit H, attached hereto and incorporated herein by reference. Any reference to Exhibit H in the Agreement shall hereafter refer to Exhibit H attached hereto.

5. 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. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 12/16/25

By: 
Aaron C. Harp
City Attorney

12-16-25 RJ

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

**CONTRACTOR: BRIGHTVIEW
LANDSCAPE SERVICES, INC.,** a
California corporation

Date: _____

By: _____
Rene Rivera
Vice President and General Manager

[END OF SIGNATURES]

Attachments: Exhibit H – Insurance Requirements

EXHIBIT H

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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.
 - 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.

D. Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than one million dollars (\$1,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted by paid claims;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement 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, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement 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.



NEWPORT BEACH

City Council Staff Report

January 13, 2026
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: Tom Sandefur, Assistant City Engineer - 949-644-3321,
tsandefur@newportbeachca.gov

TITLE: Corporation Yard, Utility Yard and Oilfield Gate Rehabilitation –
Notice of Completion for Contract No. 9749-1

ABSTRACT:

On April 15, 2025, the City Council awarded contract No. 9749-1 for the Corporation Yard, Utility Yard, and Oilfield Gate Rehabilitation project to Gold Coast Fence Inc. The project replaced aging gates and gate components at the Corporation Yard (592 Superior Ave.), Utilities Yard (949 W. 16th St.), Oilfields (5904 West Coast Highway) and Big Canyon Reservoir (3300 Pacific View Dr.). The work is now complete and staff requests City Council acceptance and closeout of the contract.

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) 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	
\$304,768	\$335,268	\$30,500	10.0%	
Allowed Contract Time + Approved Extensions/Suspensions (Days) =		40	Actual Time Used (Days)	40

This project is part of the Facilities Maintenance Master Plan (FMMP) and included the replacement of aging gates and gate components at the Corporation Yard, Utilities Yard, Oilfields and Big Canyon Reservoir, providing improved aesthetic appeal, functionality and reducing maintenance needs.

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:	\$	304,768
Actual Cost of Bid Items Constructed:	\$	304,768
Total Change Orders:	\$	30,500
Final Contract Cost:	\$	335,268

The total contract amount was \$335,268, approximately 10% higher than the original bid amount. The additional cost resulted from added scope items not covered by the initial contract including catch poles, an embedded gate track, security wing panels, photo eyes, a pedestal, knock switches, and a button to enable gate opening functionality from the Corporation Yard offices. The security wing panels were needed to prevent unauthorized access into the Utilities Yard. All other items were implemented to increase functionality and durability of the gates.

A summary of the project schedule milestones is as follows:

Estimated Start of Construction per Annual Baseline Schedule	August 18, 2025
Actual Start of Construction Per Notice to Proceed	October 16, 2025
Estimated Completion Per Annual Baseline Schedule	October 17, 2025
Substantial Completion Date Inclusive of Extra Work	December 16, 2025

FISCAL IMPACT:

The Corporation Yard, Utilities Yard and Oilfield Gate Rehabilitation project was included within the Fiscal Year 2024-25 Capital Improvement Program Budget. Funds for the construction contract were expended from the following account(s):

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
FMMP	57101-980000-25F02	\$ 335,268
Total:		\$ 335,268

The FMMP includes a comprehensive condition assessment of all City of Newport Beach facilities and prioritizes capital repairs and/or major maintenance based on a variety of factors including current condition and age of facilities. This program funds a variety of capital repair and maintenance projects and is funded by the General Fund.

ENVIRONMENTAL REVIEW:

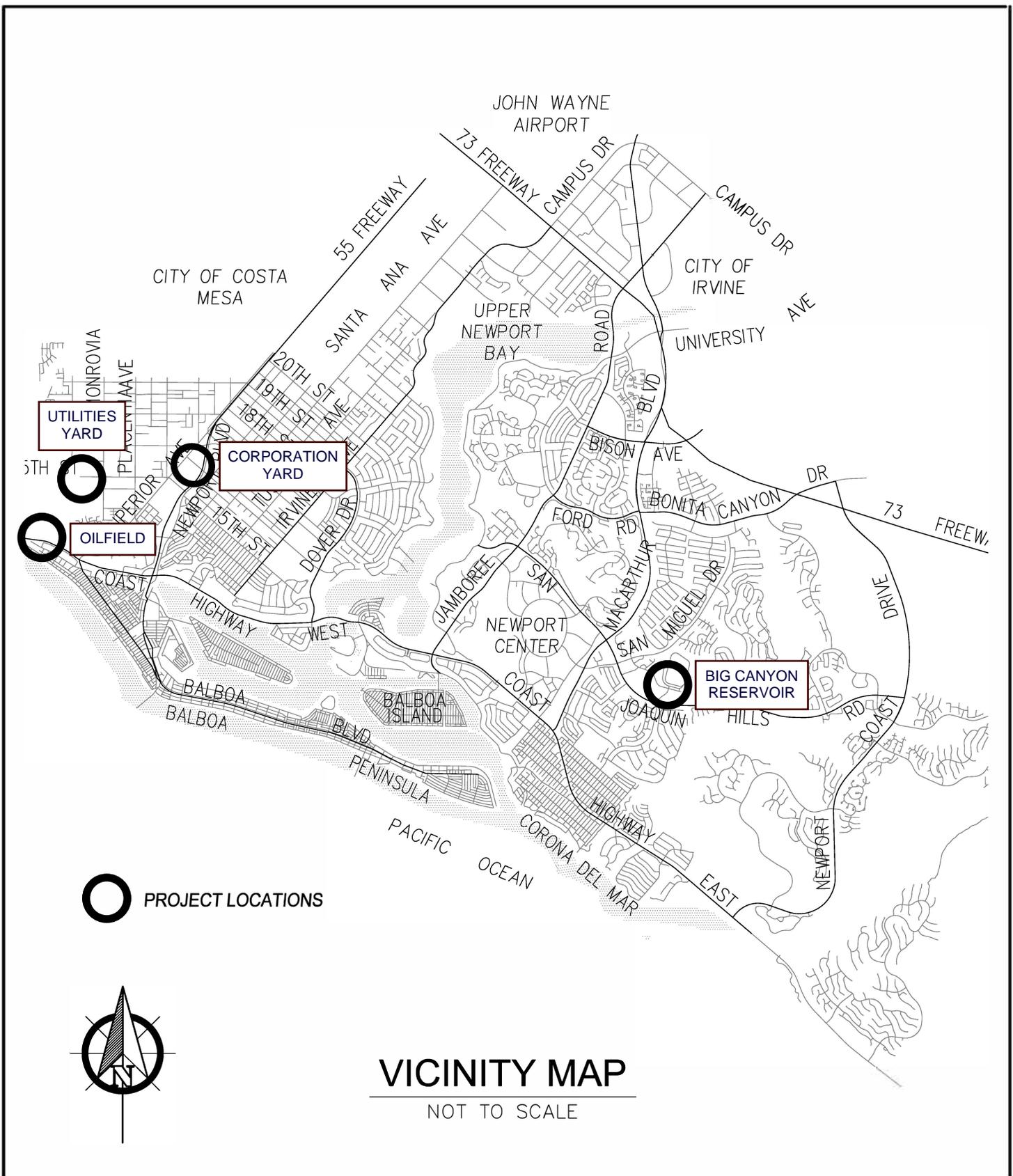
On April 15, 2025, City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

NOTICING:

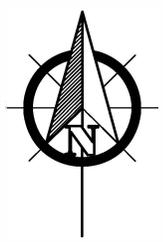
The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Location Map



 PROJECT LOCATIONS



VICINITY MAP

NOT TO SCALE

**CORPORATION YARD, UTILITIES YARD
AND OILFIELD GATE REHABILITATION**

LOCATION MAP

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

9749-1

1/13/26



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 11

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org

PREPARED BY: Jonathan Stafford, Deputy Director - 949-644-3650, jstafford@nbpd.org

TITLE: Accept a Restricted Donation from the Newport Beach Police Foundation and Approve Purchase of Patrol Rifles

ABSTRACT:

The Newport Beach Police Department (NBPD) requests City Council approval to accept a donation from the Newport Beach Police Foundation in the amount of \$190,000, to allocate the funds to the expenditure budget, and to complete a sole source procurement of 120 patrol rifles and related equipment. The purchase will allow for an upgraded, more reliable rifle equipped with better quality optical sights and related gear to be assigned to every patrol officer and sergeant. A sole source procurement with the requested vendor will allow purchase of a top-quality rifle directly from the manufacturer at a discounted cost.

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) Accept a restricted donation in the amount of \$190,000 from the Newport Beach Police Foundation for the purchase of new patrol rifles and related equipment;
- c) Approve Budget Amendment No. 26-046 increasing revenue in account 01035352-561005 and appropriating \$190,000 to expenditure account 01035252-841023; and
- d) Approve a sole source procurement of 120 patrol rifles and related equipment from SIONICS Weapons Systems of Tucson, Arizona and authorize the City Manager to execute a purchase order in an amount not to exceed \$190,000.

DISCUSSION:

The existing inventory of patrol rifles have begun to show issues with reliability under field operating conditions, including a malfunction during a recent critical incident. The NBPD currently owns 95 AR15 rifles which are assigned to individual patrol officers, but not to sergeants. The department would like to replace the current inventory of patrol rifles with more reliable, better-quality rifles and increase the inventory by 25 rifles to assign each patrol sergeant a personal rifle. The Newport Beach Police Foundation has provided a

donation in the amount of \$190,000 to cover all costs of the new patrol rifles and related equipment such as optical sights, suppressors, rifle mounted flashlights, and slings.

Sole Source Justification

The NBPD's Firearms Training Unit (FTU), which includes certified instructors and armorers, evaluated the patrol rifle marketplace seeking AR-15 type rifles that are widely used by law enforcement agencies and have a good reputation for quality, reliability and customer service. The FTU requested test rifles from several potential vendors that met those criteria and then put the rifles through rigorous testing that simulated a variety of field use conditions. After a thorough evaluation, the FTU unanimously chose the Patrol Three SBR rifle from SIONICS Weapon Systems (SWS). SWS won the evaluation process and has the lowest cost. SWS provides several important characteristics that justify a sole source procurement:

- Direct-to-manufacturer purchasing allows for shorter production time, quicker access to parts and repairs, and a direct relationship with the armorers that build and test each rifle. SWS only sells directly to law enforcement agencies and does not use resellers.
- The SWS Patrol Three rifle is the lowest cost of the rifles considered by the FTU.
- SWS will receive all the accessories, fully assemble the rifle, including important factory tuning to ensure quality and reliability of the rifle and attached accessories, and ship the rifles ready to be sighted in and issued. This will save at least 250 hours of FTU police officer time.
- SWS has a demonstrated history of providing reliable rifles to several large law enforcement agencies, including the New Mexico State Police, Colorado Department of Public Safety, Atlanta Police, Albuquerque Police, and the Ventura County Sheriff's Department.
- The SWS Patrol Three rifle is built with several features that are not available from other manufacturers that contribute to a rifle that is reliable in all conditions. These components include a chrome-lined barrel x-ray inspected for flaws, a specially coated bolt carrier group, enhanced springs and full tuning and testing of the fully assembled rifles. The agencies listed above have had SWS rifles in service for several years and they have been completely reliable.

FISCAL IMPACT:

The budget amendment records \$190,000 in additional revenue from a donation by the Newport Beach Police Foundation and \$190,000 in increased expenditure appropriations. The revenue will be posted to the Private Donations/Contributions account in the Police Department, 01035352-561005, and the purchase will be expensed to the Shooting Range Supplies account in the Police Department, 01035352-841023. The current

budget is sufficient to cover ongoing maintenance and other expenses for the patrol rifles and accessories.

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 – Donation Letter from the Newport Beach Police Foundation
Attachment B – Budget Amendment No. 26-046

Attachment A

Donation Letter from the Newport Beach Police Foundation



**NEWPORT BEACH POLICE
FOUNDATION**

December 2, 2025

Jonathan Stafford
Newport Beach Police Department
870 Santa Barbara Dr.
Newport Beach, CA 92660

VIA email

Re: Donation to Newport Beach Police Department

Dear Mr. Stafford,

We are pleased to present a donation to the Newport Beach Police Department in the amount of \$190,000. This substantial donation is for the sole purpose of facilitating the Department's purchase of the following equipment:

- AR 15 Patrol Rifles, in a quantity and from a manufacturer to be determined within the reasonable discretion of the Newport Beach Police Department.
- Ancillary equipment for the Rifles including but not limited to suppressors, rifle bags, accessories (optics, sighting systems, mounted lights), spare parts, maintenance equipment and armorer tools.

It is a privilege for the Newport Beach Police Foundation to fund this essential equipment through the generosity of our donors.

Sincerely,

Newport Beach Police Foundation

A handwritten signature in black ink, appearing to read "KY", written over a horizontal line.

Karen Yelsey
President

A handwritten signature in black ink, appearing to read "BK", written over a horizontal line.

Brandon Kordower
Treasurer

Newport Beach Police Foundation 501(3)(c) EIN 46-3322480
2549 Eastbluff Dr. #358 Newport Beach, CA 92660

Attachment B

Budget Amendment No. 26-046



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 12

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David A. Webb, Public Works Director - 949-644-3311,
dawebb@newportbeachca.gov

PREPARED BY: Michael J. Sinacori, Assistant City Engineer - 949-644-3342,
msinacori@newportbeachca.gov

TITLE: Via Lido Sewer Main Lining – Notice of Completion for Contract No. 9438-1

ABSTRACT:

On June 24, 2025, the City Council awarded contract No. 9438-1 for the Via Lido Sewer Main Lining project to Insituform, LLC. The project installed a cured-in-place liner inside the existing 15-inch sewer pipeline along Via Lido, between Newport Boulevard and Via Oporto. The work is now complete and staff requests City Council acceptance and closeout of the contract.

RECOMMENDATIONS:

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) 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
\$333,439	\$267,440	-\$65,999	-19.79%
Allowed Contract Time + Approved Extensions (Days) =		45	Actual Time Used (Days) 22

This project installed 520 lineal feet of water cured-in-place liner within the existing 15-inch sewer pipeline along Via Lido, between Newport Boulevard and Via Oporto. This stretch of sewer line had been experiencing significant ground water intrusion and was identified by the Utilities Department for replacement or rehabilitation. The most cost-effective solution was to install a liner in the sewer to significantly reduce the intrusion. The work included setting up traffic control, providing and running a sewer bypass system, performing pre- and post-project Closed-Circuit Television (CCTV) inspection, cleaning and inspecting the host pipe, installing sleeve point repairs at two locations, and re-establishing sewer laterals and manhole openings.

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:	\$	333,439
Actual Cost of Bid Items Constructed:	\$	267,440
Total Change Orders:	\$	0
Final Contract Cost:	\$	267,440

The total contract amount was \$267,440, which was approximately 20% lower than the original bid amount. This cost decrease was due to savings in the allowance bid items. The allowance bid items included sewer bypasses and trenchless point repairs, which were less than anticipated to complete the planned work.

A summary of the project schedule milestones is as follows:

Estimated Start of Construction per Annual Baseline Schedule	September 15, 2025
Actual Start of Construction Per Notice to Proceed	September 15, 2025
Estimated Completion per Annual Baseline Schedule	December 5, 2025
Substantial Completion Date Inclusive of Extra Work	November 17, 2025

Distributing notices and setting up traffic control took most of the working days. The sewer bypass system and installation of the liner only took one week.

FISCAL IMPACT:

The Via Lido Sewer Main Lining was included within the Fiscal Year 2024-25 Capital Improvement Program Budget. Funds for the construction contract were expended from the following account(s):

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Wastewater Enterprise Fund	71101-980000-25S03	\$ 96,834.77
Wastewater Enterprise Fund	71201-980000-25S03	\$ 170,605.23
Total:		\$ 267,440.00

The Wastewater Enterprise Fund generates revenue primarily through sewer rates collected from service users.

ENVIRONMENTAL REVIEW:

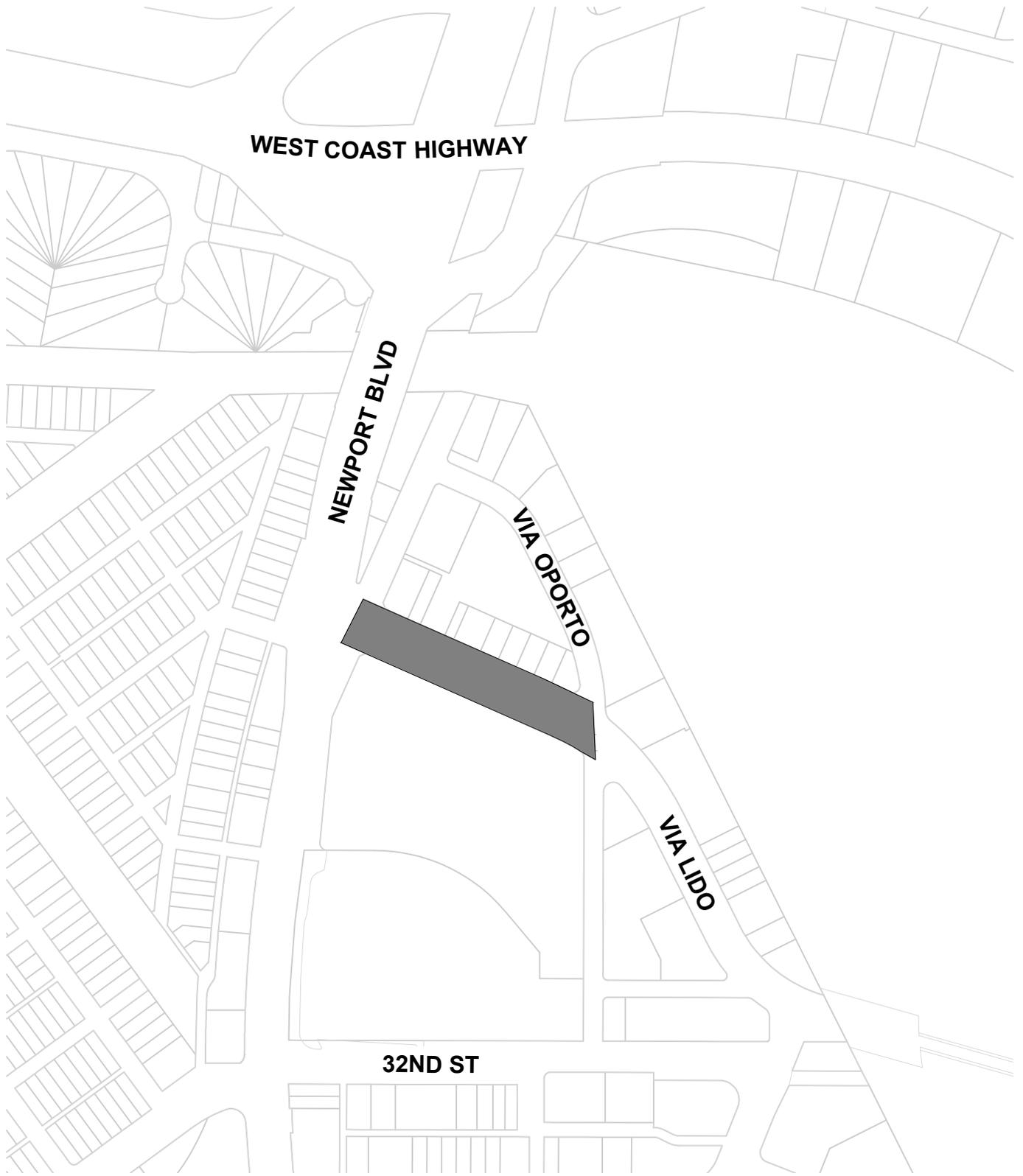
On June 24, 2025 the City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, California Code of Regulations, Title 14, 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



■ LIMITS OF WORK

VIA LIDO SEWER MAIN LINING LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-9438-1	24S03	1/13/2024
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NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 13

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Melissa Hartson, Library Services Director - 949-717-3801,
mhartson@newportbeachca.gov

PREPARED BY: Rebecca Lightfoot, Library Services Manager - 949-717-3819,
rlightfoot@newportbeachca.gov

TITLE: Budget Amendment to Accept a Check from the California Library Literacy Services and Appropriate the Funds to the Library's Fiscal Year 2025-26 Budget

ABSTRACT:

The Newport Beach Public Library's (NBPL) Project Adult Literacy program is funded by the City of Newport Beach General Fund, grants, donations and the fundraising efforts of the Newport Beach Public Library Foundation. One of the major funding sources is through the California Library Literacy Services' annual grant program. Staff requests approval of a budget amendment to accept a check from California Library Literacy Services to support the NBPL's Project Adult Literacy program.

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) Accept a check in the amount of \$41,935 from the California Library Literacy Services and approve Budget Amendment No.26-040 to increase expenditure by the same amount in the Literacy accounts.

DISCUSSION:

The Project Adult Literacy (PAL) program has offered one-on-one tutoring and small group classes to patrons with low literacy skills for nearly 40 years. These services currently support over 70 learners and make a significant difference in the lives of the participants, both learners and volunteers. One of the goals of the program is to assist the participants in becoming more engaged citizens and active members of the community.

The grant funds will be used towards staffing to ensure that the high-quality program that the community has come to expect continues.

The Fiscal Year 2025-26 City contribution for PAL is \$120,930. Program expenses are augmented by the California Library Literacy Services (CLLS) grant program and through private donations and other grants. The CLLS grant funds to literacy programs annually based on an application submitted in August.

There are three parts to the program's funding formula:

- Each approved California literacy program receives a base grant amount of \$25,000;
- A per capita amount per adult learner served; and
- Additional funding based on local funds raised and expended for adult literacy services.

As a result, PAL received a total award of \$41,935. Ninety percent of the award, \$37,742, is given upfront in November. The remaining 10 percent is eligible for distribution after PAL has completed mid-year reporting to CLLS and spent 75 percent of the total award.

FISCAL IMPACT:

The budget amendment appropriates \$41,935 in additional revenue from CLLS and \$41,935 in increased expenditure appropriations with no impact on fund balance. The revenue will be posted to the California Literacy Campaign account in the Library Services Department, 01060005-431070 and the purchases will be expensed to the following Library PAL accounts:

Salaries P/T	01060604-711003	\$37,036.99
Retirement Part-Time/Temp	01060604-723004	\$4,289.95
Medicare	01060604-727016	\$608.06
TOTAL		\$41,935.00

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 – Budget Amendment



Attachment A
City of Newport Beach
 BUDGET AMENDMENT
 2025-26

BA#: **26-040**

Department: Library

Requestor: Rebecca Lightfoot

ONE TIME: Yes No

CITY MANAGER'S APPROVAL ONLY

COUNCIL APPROVAL REQUIRED

Approvals	
City Clerk:	Date
Finance Director: <i>Jaron de Ancaun</i>	Date <i>12/1/25</i>
Budget Manager: <i>[Signature]</i>	Date <i>12/01/25</i>

EXPLANATION FOR REQUEST:

Increase revenue and expenditure appropriations from California State Library Literacy Services (CLS). Funds will be allocated to various Library Literacy Services accounts. 90% of the grant has been received, the remaining 10% will arrive in the Spring of 2026.

- from existing budget appropriations
- from additional estimated revenues
- from unappropriated fund balance

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) \$
010	01060005	431070		LIBRARY ADMIN - CALIF LITERACY CAMPAIGN	41,935.00
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	\$ 41,935.00

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) \$
010	01060604	711003		LITERACY SERVICES - SALARIES PART TIME	37,036.99
010	01060604	723002		LITERACY SERVICES - PENSION ER NORMAL COST MISC	4,289.95
010	01060604	727016		LITERACY SERVICES - MEDICARE FRINGES	608.06
				-	
				-	
				-	
				-	
				-	
				Subtotal	\$ 41,935.00

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) \$
010	300000	GENERAL FUND - FUND BALANCE CONTROL	-
		-	
		-	
		-	
		Subtotal	\$ -

No Change In Fund Balance



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 14

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: Authorizing Receipt of Services Under the Regional Early Action Planning (REAP) 2.0 Program for Housing Element Implementation

ABSTRACT:

For the City Council's consideration is authorization to participate in the Regional Early Action Planning (REAP) 2.0 Program in partnership with the Orange County Council of Governments (OCCOG). If authorized, OCCOG would provide grant-funded technical consultant assistance to support the City of Newport Beach's Housing Element Policy Action 4H (Review Mixed-Use Zones) and City Council Policy K-4 (Reducing Barriers to the Creation of Housing). The project will evaluate existing mixed-use zoning standards to identify regulatory, physical and economic impediments and develop best practices to better facilitate infill mixed-use development. OCCOG selected Houseal Lavigne through a competitive process to complete the approximately \$200,000 project, which will be managed by OCCOG in coordination with the City. While no local fund matching is required, the City must provide staff support for outreach and public presentations and conclude the effort by June 30, 2026. Importantly, the City is not obligated to amend its Zoning Code or General Plan based on the project's findings.

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) Authorize the City Manager to sign the Regional Early Action (REAP) 2.0 Project Funding Letter Agreement on behalf of the City Council.

DISCUSSION:

The Southern California Association of Governments (SCAG) previously issued grant funds to the OCCOG to establish a technical consultant bench that would support OCCOG member agencies in completing Housing Element Implementation Programs. The partnership is referred to as the "Subregional Partnership Program 2.0." In March 2025, the City applied to OCCOG for technical assistance to complete Housing Element Policy Action 4H: Review Mixed-Use Zones (Project), which is intended to review and

identify opportunities to improve existing zoning regulations related to Mixed-Use zoning districts. The Project would also implement the “Planning Commission Review and Recommendations for Mixed-Use Designations” component of [Council Policy K-4 \(Reducing Barriers to the Creation of Housing\)](#). This component was intended to determine constraints to the redevelopment of mixed-use properties and recommend code changes or policy ideas to reduce regulatory barriers.

In May 2025, OCCOG selected the City to receive technical assistance to complete the Project and issued a request for proposals to its consultant bench. In October 2025, two proposals were received and OCCOG identified Houseal Lavigne as the best suited consultant to provide services to the City.

To complete the Project, Houseal Lavigne will evaluate existing mixed-use zoning standards to develop best practices for mixed-use zoning that will allow underutilized properties to redevelop with a mix of housing and resident-serving nonresidential uses. The Project would explore existing impediments to the production of housing in proximity to services including physical, regulatory and economic constraints. These best practices for mixed-use zoning would also be implementable on a regional basis to better encourage the development of mixed-use housing in proximity to services. Relevant areas of focus may include minimum lot sizes, lot consolidation incentives, parking minimums, and height limits, among other possibilities. The consultant’s proposed scope of work is included as Attachment B. The value of the contract is approximately \$200,000.

Although the City is not a direct recipient of the grant funds and will not be responsible for managing the grant nor the consultant, the attached Letter Agreement (Attachment A) must be executed to accept the services. The services exceed \$10,000, and pursuant to Council Policy F-25 (Grant Administration), City Council authorization is required to execute the support agreement.

To accept the consultant services, the City would be obligated to conclude the effort by June 30, 2026. Additionally, the City would be required to allocate sufficient staff time to support the consultant in completing the scope of work, which includes an outreach component and preparation of a staff report and presentations to the Planning Commission and City Council, with a recommendation “to consider the information and conclusions identified in the deliverables.” Importantly, the City is not obligated to amend its Zoning Code or General Plan based on the findings of the Project.

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).

ATTACHMENTS:

Attachment A – Regional Early Action Planning (REAP) 2.0 Project Funding Letter Agreement

Attachment B – Houseal Lavigne Proposed Project Approach

Attachment A

Regional Early Action Planning (REAP) 2.0 Project Funding Letter Agreement



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

Regional Early Action Planning (REAP) 2.0 Project Funding Letter Agreement

November 13, 2025

Seimone Jurjis, Assistant City Manager
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

RE: Regional Early Action Planning (REAP) 2.0 Housing Element Program Implementation Support Agreement

Dear Mr. Jurjis,

This letter is in response to the City of Newport Beach's (City) request for technical assistance in furtherance of the City's Housing Element Policy Action 4H: Review of Mixed Use Zones project.

For this project, OCCOG, with the assistance of Consultant Houseal Lavigne, will provide technical assistance to the City through its available REAP 2.0 program funding being administered in partnership with the Southern California Association of Governments (SCAG) to implement Housing Element programs and streamline housing development in the region. Key details and responsibilities of each agency are outlined below.

- **Anticipated Start Date:** November 17, 2025
- **Expected Completion Date:** June 30, 2026
- **City Responsibilities:**
 - Engage in public outreach to notify community members and stakeholders of the potential changes with the aid of the work performed under this Task Order.
 - Complete outreach with stakeholders and community members, including any disadvantaged communities and historically underserved communities within its boundaries, as applicable.
 - Promote awareness and encourage local support by inviting local elected officials in the project area to outreach activities.
 - Upon completion of the work, the City will prepare a report and provide a presentation to the Planning Commission and City Council as an action item



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

with a recommendation to consider the information and conclusions identified in the proposed deliverables.

- **OCCOG Responsibilities:**

- Provide consultant and contract oversight to ensure the below deliverables are completed by the consultant. Houseal Lavigne's scope of work includes an Administrative Draft, Screencheck Draft, and a Final Draft for all proposed deliverables.
 - **Mixed-Use Zoning Evaluation Report:** Houseal Lavigne will evaluate the City's existing mixed-use zoning standards and prepare a study that provides an in-depth analysis of the potential impediments and constraints that discourage or prevent mixed-use development in designated zones citywide. The study will include a succinct executive summary with a list of recommendations and best practices for the City to consider implementing, and potential development outcomes resulting from the updated mixed-use zoning standards.
 - **Conceptual Plan Test Studies:** Houseal Lavigne will prepare high-level conceptual plans for at least three of the City's mixed-use zoning districts, using a typical property in each zoning district as an example. These conceptual plan test studies should serve as a tool to understand the feasibility of redevelopment within the City's mixed-use zones, and to determine the existing impediments to redevelopment. These test studies are intended to reveal appropriate zoning code changes that could make the most significant impact. The results of this task should be included in the report and inform the various recommendations.
 - **Economic Feasibility Analysis:** Using the Conceptual Plan Test Studies as a basis, Houseal Lavigne will prepare a high-level economic analysis to determine if the existing or proposed zoning regulations can produce a financially viable project.
 - **Recommendations Report & Presentation:** Houseal Lavigne will work with the City to produce a recommendations report with the conceptual plan test studies (including economic feasibility analysis) to be presented to the Planning Commission and City Council, with key takeaways from the mixed-use zoning standards study. The presentation to the City Council will be an action item with a recommendation to adopt or pursue all or a portion of the recommendations provided in the final deliverables.
- Houseal Lavigne should schedule a project kick-off meeting with the City by December 5, 2025. In addition, twice-monthly check-in meetings are expected



Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

Orange County Council of Governments

info@occog.com

to be held throughout the duration of this project. Designated staff from Houseal Lavigne will also be expected to attend one Planning Commission meeting and one City Council meeting.

This letter agreement affirms the City’s participation in the REAP 2.0-funded Housing Element program implementation and its commitment to developing the above listed deliverables for the City. The goal will be to develop an implementable recommendations report with the conceptual plan test studies (including economic feasibility analysis) to be presented to Planning Commission and City Council, with key takeaways from the mixed-use zoning standards study. The presentation to the City Council will be an action item with a recommendation to adopt or pursue all or a portion of the recommendations provided in the final deliverables.

The City acknowledges that its participation in the REAP 2.0-funded Housing Element program shall abide by the terms of the Memorandum of Understanding No. M-002-25 between OCCOG and SCAG, as amended, a copy of which was provided by OCCOG to the City. Should you have any questions regarding this program, please contact Wendy Strack at wendy@occog.com.

Sincerely,

**Brian Probolsky, OCCOG
Executive Director**

ACKNOWLEDGED AND ACCEPTED:

CITY OF NEWPORT BEACH

Seimone Jurjis
Assistant City Manager

Date

Attachment B

Houseal Lavigne Proposed Project Approach

PROPOSED PROJECT APPROACH

SECTION 02

PROJECT UNDERSTANDING

The City of Newport Beach has identified implementation of Housing Element Policy Action 4H: Review of Mixed-Use Zones as a priority action to expand housing opportunities and encourage reinvestment in underutilized areas. As part of the 2006 Comprehensive General Plan Update and 2010 Zoning Code Update, new mixed-use housing opportunity zones were created throughout the City as a strategy to enhance and revitalize underperforming and underutilized properties. These areas included the Airport Area, Dover/Westcliff, Newport Center, Mariners Mile, and portions of the Balboa Peninsula.

While some areas such as the Airport Area and Newport Center have seen successful mixed-use redevelopment, other areas like Dover/Westcliff, Mariners' Mile, and portions of the Balboa Peninsula remain largely underutilized, often limited to single-use retail or office. While the City has established mixed-use zoning districts, existing regulations may not fully support the level or type of redevelopment necessary to address current and future housing needs. Barriers such as minimum lot size requirements, limited incentives for lot consolidation, restrictive parking ratios, and height limitations may be constraining the feasibility of new housing within these areas. This indicates that current development standards such as setbacks, height, density, parking, and dedication requirements may be limiting redevelopment potential. To fully realize the City's housing opportunities, a review of mixed-use land use categories and zoning regulations is needed to identify policy and code changes that reduce barriers and incentivize vibrant, mixed-use residential development.

Through this REAP 2.0 Technical Assistance project, the City seeks to evaluate these barriers, test redevelopment feasibility, and develop actionable strategies to promote mixed-use, infill housing development in areas already well-served by infrastructure and city services. Importantly, the City is not seeking a theoretical analysis, but rather a practical roadmap that can inform zoning refinements, guide redevelopment strategies, and support decision-making by the Planning Commission and City Council.

Our understanding is that this project must balance multiple priorities:

- **Housing Production:** Identifying changes that meaningfully increase the capacity and feasibility of housing in mixed-use areas.
- **Vibrant Communities:** Ensuring that redevelopment integrates resident-serving commercial and reinforces Newport Beach's high quality of life.
- **Economic Realism:** Testing whether regulatory adjustments and incentives produce financially viable development scenarios.
- **Equity and Outcomes:** Demonstrating measurable results in housing choice, fair housing, and VMT reduction consistent with REAP 2.0 guidelines.

We also recognize that the City will lead public and stakeholder engagement, including outreach to disadvantaged and historically underserved communities. Our role will be to provide clear, accessible, and visually compelling deliverables that help staff communicate complex zoning, market, and design considerations in a way that fosters community understanding and informed decision-making.

Ultimately, this project represents an opportunity for the City to align zoning with housing needs by promoting sustainable infill development, and advancing the goals set forth in the 6th Cycle Housing Element while delivering measurable outcomes under REAP 2.0. Houseal Lavigne and our team bring the planning, design, economic, and geospatial expertise necessary to support the City in realizing this vision.

PROJECT APPROACH

Our team will deliver a comprehensive, outcomes-driven approach that directly supports the City of Newport Beach's Housing Element Policy Action 4H: Review of Mixed-Use Zones. Building on the City's existing mixed-use zoning framework, we will evaluate current regulations, test redevelopment feasibility, and identify strategies to remove barriers to housing production. This effort is designed to promote infill development in areas well-served by City services, encourage redevelopment of underutilized parcels, and support the creation of thriving communities that integrate housing with resident-serving commercial uses.

The project approach is structured around four primary tasks, with REAP 2.0 outcomes reporting embedded throughout.

TASK A: MIXED-USE ZONING EVALUATION REPORT

We will begin with a comprehensive audit of the City's mixed-use zoning regulations. Areas of focus will include minimum lot sizes, incentives for lot consolidation, parking requirements, and height limits. This evaluation will identify barriers that may be constraining infill housing development and will compare Newport Beach's standards with best practices from other peer jurisdictions. The resulting analysis will form the basis for actionable recommendations.

Deliverable

- Draft Mixed-Use Zoning Evaluation Report (December 2025).

TASK B: CONCEPTUAL PLAN TEST STUDIES

To ground the zoning evaluation in real-world conditions, we will prepare high-level conceptual plans for selected sites. Using ArcGIS Urban, we will test multiple preliminary scenarios that illustrate redevelopment potential under existing and modified standards. These scenarios will provide clear visualizations of expected outcomes, including the number of dwelling units, required parking, and 3D building massing. This approach will demonstrate how adjustments to lot size, parking, or height could enable more viable mixed-use projects while offering stakeholders an intuitive way to understand trade-offs and opportunities. Once preferred scenarios are identified, we will prepare high-fidelity 3D representations in Esri City Engine, creating compelling, detailed visualizations suitable for use by staff, elected officials, and the community during the City's outreach process.

Deliverable:

- Draft Conceptual Plans for selected sites (February 2026).

TASK C: ECONOMIC FEASIBILITY ANALYSIS

Our team will pair each conceptual plan with a financial feasibility analysis to determine whether existing or proposed zoning regulations can support viable redevelopment. Project-specific pro forma models will test development outcomes under varying assumptions, including density, parking ratios, and incentive structures. Sensitivity testing will provide the City with insight into which zoning adjustments or incentives would have the greatest impact in unlocking housing potential.

Deliverables:

- Final Conceptual Plans (March 2026)
- Economic Feasibility Analysis for selected Sites (March 2026).

TASK D: RECOMMENDATIONS REPORT AND PRESENTATION

Drawing from the zoning evaluation, conceptual plans, and feasibility analysis, we will prepare clear and actionable strategies to support the City's Housing Element goals. Recommendations will focus on adjustments to zoning standards, incentive programs, and implementation measures that reduce barriers and promote redevelopment of underutilized parcels. We will prepare all materials in alignment with SCAG brand guidelines and present findings to the Planning Commission (April 2026) and City Council (May 2026).

Deliverables:

- Final Recommendations Report (April 2026)
- Planning Commission presentation (April 2026)
- REAP 2.0 Measurable Outcomes Report (April/May 2026)
- City Council presentation (May 2026).



REAP 2.0 MEASURABLE OUTCOMES COLLECTION APPROACH

In accordance with SCAG and State REAP 2.0 Program Guidelines, our team will collect, analyze, and report measurable baseline and outcome data to demonstrate project impact. This process will integrate geospatial analysis, scenario modeling, and advanced visualization to ensure that outcomes are both quantifiable and clearly communicated to staff, decision makers, and the community. Baseline data will be established at project initiation, scenario testing will be conducted throughout using ArcGIS Urban, and final outcome data will be documented with high-fidelity 3D models in City Engine.

The results will be compiled into a comprehensive outcomes report to demonstrate progress toward accelerating housing supply, affirmatively furthering fair housing (AFFH), and reducing VMT. For each metric, our team will establish a baseline at project initiation, measure projected outcomes through scenario analysis and code evaluation, and document final results in the required reporting framework.

The following are summaries of the tasks and approaches for the six measurable baselines and outcomes to be reported for this project, with two metrics selected from each category: Accelerating Supply, Choice, and Affordability; Affirmatively Furthering Fair Housing (AFFH); and Reducing VMT.

ACCELERATING SUPPLY, CHOICE, AFFORDABILITY

We will measure how the project increases housing capacity and reduces regulatory barriers to multifamily development. Baseline data will establish the current development rate, permitting timelines, and multifamily housing trends from the 5th cycle. Outcomes will quantify added residential capacity, policy or process changes, and new multifamily development potential. This ensures the project demonstrates measurable progress in expanding supply, choice, and affordability.

1. Increase in housing development potential, process improvements, and streamlining

- Baseline: Current development rate (units/year) from the 5th RHNA cycle for both the City and targeted mixed-use sites.
- Collection Approach: Use Housing Element APR data, building permit records, and GIS parcel-level data. ArcGIS Urban scenarios will be used to estimate additional unit capacity under revised standards.
- Outcome Tracking: Report increase in construction rate (projected additional number of units) and expected affordable units.

2. Changes in local policy and processes making it easier/quicker to build multi-family infill

- Baseline: Number of MFR buildings and development rate during the 5th cycle; affordable unit counts (if available).
- Collection Approach: Document existing permitting timelines, policy requirements (lot size, parking, height, density), and barriers.
- Outcome Tracking: Report policy/process changes, projected increase in multi-family development rate, and affordable housing potential.



AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

The project will track affordable housing opportunities in high-opportunity areas and monitor planning or investment activity in areas of concentrated poverty. Baseline conditions will document affordable unit production and local investment levels during the 5th cycle. Outcomes will measure increased affordable capacity, the number of new projects in opportunity-rich areas, and infrastructure investments supporting housing stability. This will demonstrate how the project advances equity and fair housing goals.

1. Increased capacity to achieve affordable housing in High or Higher Opportunity Areas

- Baseline: Number of affordable buildings and units completed during the 5th cycle, organized by APR categories, and their locations relative to High/Highest Opportunity census tracts.
- Collection Approach: Overlay RHNA data, AFFH maps, and project area zoning with SCAG Opportunity Maps.
- Outcome Tracking: Report increase in affordable unit development potential in High/Highest Opportunity zones.

2. Direct dollars invested in areas of concentrated poverty

- Baseline: Current local annual investment in housing-supportive infrastructure in areas of concentrated poverty.
- Collection Approach: Track planning projects, capital improvements, and supportive infrastructure (utilities, mobility, public realm).
- Outcome Tracking: Report estimated dollars directed toward housing-supportive infrastructure and neighborhood stabilization in areas vulnerable to displacement.

REDUCING VMT

We will evaluate how housing and land use changes reduce VMT by concentrating growth near transit and mobility connections. Baseline data will capture existing residential units, land uses, and mobility options within ¼ and ½ mile of the project area. Outcomes will track new housing near transit, adoption of supportive land uses, and reductions in parking requirements. Together, these metrics demonstrate the project's contribution to lowering per capita VMT and supporting sustainable mobility.

1. Residential units within ¼ and ½ mile of transit/mobility connections

- Baseline: Existing number of units within ¼ and ½ mile of transit stops and mobility connections.
- Collection Approach: Use GIS analysis of SCAG transit/mobility datasets overlaid with existing housing inventory.
- Outcome Tracking: Report expected number of new/preserved housing units within ¼ and ½ mile of transit, biking, and walking routes.

2. Number of land uses and mobility options in and around project areas

- Baseline: Existing land use mix and mobility connections within ¼ mile of project areas.
- Collection Approach: Use General Plan land use data, zoning, and SCAG mobility datasets.
- Outcome Tracking: Report policy or zoning changes that expand land use mix and mobility options, as well as projected housing units enabled within proximity to mobility connections.

SUMMARY:

The project will track the six REAP 2.0 metrics to demonstrate measurable impacts on accelerating housing supply, affirmatively furthering fair housing (AFFH), and reducing VMT in Newport Beach. Using ArcGIS Urban to model redevelopment scenarios and City Engine for high-fidelity 3D visualizations, we will quantify increases in residential capacity, reductions in regulatory barriers, affordable housing opportunities in high-opportunity areas, investments in underserved neighborhoods, and proximity of new housing to transit and mobility connections. Baseline conditions will be established at project initiation, and all scenario results, projections, and outcomes will be compiled in the Final Outcomes Report, providing a comprehensive, actionable record for decision-makers and stakeholders.

PROPOSED SCHEDULE

SECTION 03

PROPOSED SCHEDULE

Our team has structured the project schedule to align with the City of Newport Beach’s objectives, the deliverable milestones outlined in the solicitation, and the updated requirements from Addendum 1. The timeline ensures that each task builds on the previous phase, integrates staff and stakeholder input, and produces deliverables on schedule for Planning Commission and City Council review.

MILESTONE	TASK / DELIVERABLE	TARGET COMPLETION
Project Initiation	Kickoff meeting with City staff, confirmation of project goals, data collection plan established (baseline metrics collected)	October 2025
Task A	Draft Mixed-Use Zoning Evaluation Report	December 2025
Task B / Task C	Draft Conceptual Plan Test Studies (including Economic Feasibility Analysis)	February 2026
Task B / Task C	Final Conceptual Plan Test Studies (including Economic Feasibility Analysis)	March 2026
Task D	Findings Presentation – Planning Commission	April 2026
Task D + REAP 2.0	Final Recommendations Report and REAP 2.0 Measurable Outcomes Report	May 2026
Task D	Final Presentation – City Council	May 2026

Notes:

- All deliverables will adhere to SCAG branding and REAP 2.0 reporting requirements.
- Drafts will be submitted for City and OCCOG review, with feedback incorporated into final versions.
- The schedule ensures adequate time for review, outreach, and City Council presentation in alignment with the RFP timeline (Oct 2025 – Jun 2026).

SCHEDULE NARRATIVE

- **October 2025:** Project initiation, baseline data collection, and kickoff meeting to confirm study areas, metrics, and deliverable expectations.
- **October–December 2025:** Zoning evaluation, regulatory audit, and best practices review, culminating in the Draft Mixed-Use Zoning Evaluation Report.
- **January–February 2026:** Preparation of three high-level conceptual plans for mixed-use districts and integration of economic feasibility analysis through pro forma modeling. Draft conceptual plan package delivered by February 2026.
- **March 2026:** Refinement of conceptual plans and feasibility results into a final package of redevelopment test studies.
- **April 2026:** Presentation of findings to the Planning Commission, providing a clear basis for discussion and refinement of recommendations.
- **May 2026:** Final recommendations delivered, paired with the REAP 2.0 Measurable Outcomes Report, followed by presentation to the City Council as an action item.

This schedule reflects the City’s requested deliverable dates and provides sufficient time for coordination with staff, stakeholder engagement, and internal quality control. Our team is committed to maintaining this schedule and will work closely with the City to ensure all deliverables are completed on time and in compliance with SCAG brand guidelines.





NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 15

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jason Al-Imam, Administrative Services Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov

PREPARED BY: Anthony Alannouf, Budget Analyst - 949-644-3122, aalannouf@newportbeachca.gov

TITLE: Grants and Donations Report for the Quarter Ending December 31, 2025

ABSTRACT:

City Council Policy F-3, Budget Adoption and Administration, requires quarterly reporting to the City Council of any grants or donations accepted by the city manager.

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:

Per City Council Policy F-3, the city manager accepted \$12,901 during the quarter ending December 31, 2025:

Source	Date	Amount	Use
Federal Emergency Management Agency (FEMA)	10/22/25	\$12,901	Emergency Management Performance Grant

FISCAL IMPACT:

There is no fiscal impact related to this item. Grants or donations accepted by the city manager were included in the Fiscal Year 2025-26 budget via city manager approved budget amendments.

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).



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 16

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jeff Boyles, Fire Chief - 949-644-3101, jboyles@nbfd.net

PREPARED BY: Raymund Reyes, Administrative Manager – 949-644-3352, rreyes@nbfd.net

TITLE: Ground Emergency Medical Transport Intergovernmental Transfer Voluntary Participation for Calendar Year 2026

ABSTRACT:

In 2019, Assembly Bill No. 1705 (AB 1705) authorized the replacement of two existing Medi-Cal reimbursement programs with a single program under a new Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (PP-GEMT-IGT) process. The City of Newport Beach (City) has been a participant since the inaugural Calendar Year (CY) 2023 program. While add-on amount payments are delayed due to medical bill processing times, total reimbursements (including pending amounts) continue to exceed original estimates. This program is voluntary and dependent on the participation of all transporting agencies for it to remain successful. For the City Council's consideration is the continued participation in the PP-GEMT-IGT.

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 the City of Newport Beach's voluntary participation in the PP-GEMT-IGT program per AB 1705 for Calendar Year 2026 and authorize the city manager to execute the Public Provider Intergovernmental Transfer Program for Ground Emergency Medical Transportation Services Certification Forms and pay all necessary invoices.

DISCUSSION:

The Medi-Cal program is the State of California's Medicaid program and is administered through the California Department of Health Care Services (DHCS.) Medi-Cal provides qualified California residents with healthcare coverage, which can extend to Emergency Medical Services (EMS), including those provided by the City's Fire Department. Unlike patients with private insurance (or in most cases, Medicare), Medi-Cal patients do not have copayments and medical providers like the City must accept Medi-Cal payments as payment in full.

Medi-Cal is partially governed and funded by federal Medicaid provisions. Medi-Cal patients typically average 10 - 15 percent of all City medical transports and the City is reimbursed for EMS services directly from the Medi-Cal program. Medi-Cal has historically paid a capitated base rate of \$118.20 per transport since 1999, which is significantly lower than the actual costs for the City to provide transport service. The DHCS Quality Assurance Fee (QAF), Ground Emergency Medical Transport (GEMT), and Intergovernmental Transfer (IGT) programs were State attempts to provide additional revenue to help offset the cost of service. The IGT remains viable, and the City continues to participate in this program.

AB 1705 was passed in 2019 and implemented in 2023, establishing a new Medi-Cal Public Provider Intergovernmental Transfer Program (PP-GEMT-IGT) for public ground emergency medical transportation providers. This program replaced the QAF and GEMT programs and provides additional payments to public providers who transport Medi-Cal patients.

PP-GEMT-IGT is funded by a combination of voluntary funds contributed by participating public ambulance providers (like the City) and matching federal funds. Since the State cannot use its own general funds to provide a match, the voluntary funds are transferred to DHCS. DHCS then uses the funding to obtain matching federal funds. This combined sum of voluntary and federal funds are then used to pay the add-on amount per eligible Medi-Cal transport to all participating agencies. DHCS manages this reimbursement process and can charge each agency a 10 percent administrative fee against the voluntary fund amount.

While approval is still pending at the State level, the prospective add-on amount for CY 2026 will be \$1,518.61 per eligible transport. This is higher than the original, CY 2023 add-on amount of \$946.92, and the revised CY 2025 add-on amount of \$1,049.98. Once this amount is approved by the State, the total Medi-Cal payment per eligible transport will be \$1,636.81.

PP-GEMT-IGT is funded by a combination of ambulance transport agency funds and a federal Centers for Medicare and Medicaid Services (CMS) match, called a Federal Financial Participation (FFP). The State's general fund cannot be utilized for this reimbursement program, so public ambulance providers voluntarily provide the State with the amount needed (now over \$110 million) through an Inter-Governmental Transfer. DHCS uses these non-federal funds to draw down available matching federal funds, then uses the combined sum to pay the add-on amount per eligible Medi-Cal transport to all participating agencies. DHCS manages the reimbursement processes and charges an administrative fee of 10 percent of the non-federal share amount.

The CY 2026 add-on amount is currently \$1,518.61 per pending State Plan Amendment (SPA) 25-0030. This is higher than the CY 2023 \$946.92 add-on amount and the amended CY 2025 add-on amount of \$1,049.98. Once approved, this will result in a total Medi-Cal payment amount of \$1,636.81 (including the normal \$118.20 base rate.)

The City Council previously approved participation for CY 2023, CY 2024 and CY 2025. Based on amounts received to date and pending amounts forthcoming, the program remains successful.

FISCAL IMPACT:

The City receives PP-GEMT-IGT add-on payments as part of the \$118.20 base rate through the normal billing and collection process. This can result in a delay between the month that the transport occurred and the receipt of the State’s payment. As a result, pending amounts not yet collected cumulatively roll forward, and revenues received by the City may be add-on amounts from any program year to date.

PP-GEMT-IGT ADD ON FEES FOR CY 2023, CY 2024, CY 2025					
<i>Calendar Year Program</i>	<i>Payments to DHCS (excluding 10% admin fee)</i>	<i>Original Estimated Revenue</i>	<i>Add-On Fees Collected through Oct 2025</i>	<i>Total Add-on Fees Pending Receipt (Jan. 2023 through Oct. 2025)</i>	<i>PP-GEMT-IGT Prospective Total Revenue for CY2023, CY2024, CY 2025</i>
2023	\$399,377	\$1,181,208	\$565,514*	\$3,015,134	\$4,933,897
2024	\$390,461	\$1,155,655	\$739,198		
2025	\$387,136	\$1,154,120	\$614,051		
TOTALS:	\$1,176,974	\$3,490,983	\$1,918,763		

*This amount includes approximately \$3,520.80 in leftover QAF reimbursements received from DHCS during the PP-GEMT-IGT implementation process.

Even so, the program continues to surpass original estimates. Add-on fees collected have exceeded the City’s total contribution amounts to date. Based on another \$3,015,134 in pending amounts due, revenue estimates may be upwards of \$1,442,914 higher than originally anticipated for CY 2023, CY 2024 and CY 2025 combined.

<i>DHCS Payments to Date</i>	<i>PP-GEMT-IGT Prospective Total Revenue to Date</i>	<i>Projected Net Revenue (including pending amounts)</i>
\$1,176,974	\$4,933,897	\$3,756,923

To participate as a funding entity for CY 2026, the City must transfer local funds up to an estimated total contribution amount of \$558,180, which includes the 10 percent administrative fee estimate. Based on current DHCS figures, the number of possible transports and the current program reimbursements, the City may expect to receive a total of \$1,898,263 from the CY 2026 program at the new add-on rate, resulting in an approximate net revenue of \$1,340,083.

It is important to note that depending on total agency participation and any reconciliation payments, the actual payments due during the year may be higher or lower. According to DHCS, the increase in the current non-federal share paid by agencies is due to the add-

on amount increase, as well as various shifts in statewide utilization trends and trip increases in the proportion of GEMT trips by public providers.

It is also important to note that DHCS has not yet invoiced agencies any of the 10 percent administrative fee amounts and does not have a timeframe of when administrative fee collection will begin. Collections will likely be on a go-forward basis (i.e. no retro-collection).

The adopted budget includes sufficient funding for the first quarterly payment due in January 2026. Payment will be expensed from the PP-GEMT-IGT account in the Fire Department's EMS Division, 01040404-821010. Finance Department staff will review payment estimates for the April 2026 payment and include any necessary budget amendments as part of the Quarter 2 budget report.

The two remaining payments in July and October 2026 will be incorporated into the Fiscal Year 2026-27 adopted budget. Anticipated revenues from the CY 2026 program have been incorporated into the current year budget (for amounts previously estimated to be received prior to June 30, 2025) and will also be addressed during the Fiscal Year 2026-27 budget process.

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 – Certification for CY 2026 PP-GEMT-IGT Program for Invoice No. 1
- Attachment B – CY 2026 PP-GEMT-IGT Invoice No. 1
- Attachment C – Public Notice re. State Plan Amendment 25-0030



Michelle Baass | Director

**PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION PROGRAM
INTERGOVERNMENTAL TRANSFER CERTIFICATION FORM
STATE CALENDAR YEAR 2026**

I, the undersigned, hereby declare and certify on behalf of
CITY OF NEWPORT BEACH (the "Public Entity") as follows:

1. As a public administrator, a public officer, or other public individual, I am duly authorized to make this certification.
2. The Public Entity elects to make this intergovernmental transfer (IGT) to the Department of Health Care Service (DHCS) as a voluntary contribution to the non-federal share (NFS) of Medi-Cal expenditures for purposes of Assembly Bill 1705 (2019) pursuant to Sections 14105.94, 14105.945, 14129, 14129.3, and 14164 of the Welfare and Institutions (W&I) Code. All funds transferred pursuant to this certification qualify for federal financial participation (FFP) pursuant to Section 1903(w) of the Social Security Act and Title 42 of the Code of Federal Regulations, Section 433 Subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as the NFS, impermissible health care-related taxes, or non-bona fide provider-related donations.
3. Voluntary contributions attributable to the period of January 1, 2024, through December 31, 2026, will be made via recurring transfers as indicated on the invoices provided to the Public Entity by DHCS. The voluntary contributions made by the Public Entity may also include adjustments related to the calendar year (CY) 2024 and CY 2025 rating period's NFS reconciliation as described in paragraph 7 below. Please note, the total IGT amount at the bottom of this IGT certification will continue to be itemized on your invoice which is sent to you along with this IGT certification form 45-days in advance of the IGT contribution due date. The Public Entity acknowledges that any transfers made pursuant to this certification during this time period are considered an elective IGT made pursuant to W&I Code sections 14105.945 and 14164, to be used by DHCS, subject to paragraph four herein, exclusively as the source for the NFS of ground emergency medical transport public provider supplemental payments in both



PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION PROGRAM
INTERGOVERNMENTAL TRANSFER CERTIFICATION FORM
STATE CALENDAR YEAR 2026

and as determined by DHCS. DHCS may accept a voluntary contribution to the extent it is able to obtain FFP for PP-GEMT payments as permitted by federal law.

8. The Public Entity acknowledges that all records of funds transferred are subject to review and audit upon DHCS' request. The Public Entity will maintain documentation supporting the allowable funding source of the IGTs.
9. Upon notice from the federal government of a disallowance or deferral related to this IGT, the Public Entity responsible for this IGT shall be the entity responsible for the federal portion of that expenditure.

I hereby declare under penalty of perjury under the law of the United States that the foregoing is true and correct to the best of my knowledge. I further understand that the known filing of a false or fraudulent claim, or making false statements in support of a claim, may violate the Federal False Claims Act or other applicable statute and federal law and may be punishable thereunder.

Executed on this ____ day of _____, 20__ at _____, California.

Signature of Authorized Person: _____

Name of Authorized Person: Seimone Jurjis

Title of Authorized Person: City Manager

Name of Public Entity: CITY OF NEWPORT BEACH

NPI of Public Entity: 1679579296

Amount of IGT: \$ 126,858.98

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 12/22/25

By: [Signature]
Aaron C. Harp, City Attorney

12.22.25
AF





**PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION (PP-GEMT) PROGRAM
MANAGED CARE AND FEE FOR SERVICE — INVOICE**

Entity Information:
Entity Name: City Of Newport Beach
NPI: 1679579296

Due Date:	1/16/2026
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Payment Details:
Year: 2026 Contribution #: 1
Total Amount Due: \$126,858.98

Program/Payee Information:
Vendor Name: California Department of Health Care Services
PP-GEMT Program Email: AB1705@dhcs.ca.gov

Banking Information:
Bank Name: US Bank <i>Please await Wire Request Memo for payment instructions</i>
Payment Methods Accepted: ACH or Wire Transfer

Payment Instructions:
Attention: Please review, sign, and submit the Intergovernmental Transfer (IGT) Certification form by **January 2, 2026**, to AB1705@dhcs.ca.gov. IGT Certification forms are required to be submitted prior to each collection due date. Once the IGT Certification form is received, DHCS will send a Wire Request Memo providing payment details and instructions. *Please do not send your IGT payment until you have received the Wire Request Memo as payment details are subject to change.*

IGT Non-Federal Share (NFS) Breakdown By DHCS Delivery System	
<u>Managed Care (MC)</u>	
MC NFS #1	\$ 113,403.72
<u>Fee For Service (FFS)</u>	
FFS NFS #1	\$ 13,455.26
Total* IGT Transfer Amount:	\$ 126,858.98

**Any differences are due to rounding.*

CY 2026 Invoicing Schedule		
CY 2026 Invoice #1	Invoice Packets Sent	12/2/2025
	IGT Certifications Due	1/2/2026
	Payment Due	1/16/2026
CY 2026 Invoice #2	Invoice Packets Sent	3/3/2026
	IGT Certifications Due	4/3/2026
	Payment Due	4/17/2026
CY 2024 FFS Recon #1	Date of Service	Jan - Jun 2024
CY 2025 MC Recon #1	Date of Service	TBD
CY 2026 Invoice #3	Invoice Packets Sent	6/2/2026
	IGT Certifications Due	7/3/2026
	Payment Due	7/17/2026
CY 2026 Invoice #4	Invoice Packets Sent	9/1/2026
	IGT Certifications Due	10/2/2026
	Payment Due	10/16/2026
CY 2024 FFS Recon #2	Date of Service	Jul - Dec 2024
CY 2025 MC Recon #2	Date of Service	TBD

Attachment B



PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION (PP-GEMT) PROGRAM MANAGED CARE AND FEE FOR SERVICE — INVOICE

Entity Information:
Entity Name: City Of Newport Beach
NPI: 1679579296

Due Date:	1/16/2026
------------------	------------------

Payment Details:		
Year:	2026	Contribution #: 1
Total Amount Due:	\$126,858.98	

Program/Payee Information:
Vendor Name: California Department of Health Care Services
PP-GEMT Program Email: AB1705@dhcs.ca.gov

Banking Information:	
Bank Name:	US Bank
<i>Please await Wire Request Memo for payment instructions</i>	
Payment Methods Accepted:	
ACH or Wire Transfer	

Payment Instructions:
Attention: Please review, sign, and submit the Intergovernmental Transfer (IGT) Certification form by **January 2, 2026**, to AB1705@dhcs.ca.gov. IGT Certification forms are required to be submitted prior to each collection due date. Once the IGT Certification form is received, DHCS will send a Wire Request Memo providing payment details and instructions. ***Please do not send your IGT payment until you have received the Wire Request Memo as payment details are subject to change.***

IGT Non-Federal Share (NFS) Breakdown By DHCS Delivery System		
<u>Managed Care (MC)</u>		
	MC NFS #1 \$	113,403.72
<u>Fee For Service (FFS)</u>		
	FFS NFS #1 \$	13,455.26
	Total* IGT Transfer Amount: \$	126,858.98

**Any differences are due to rounding.*

CY 2026 Invoicing Schedule		
CY 2026 Invoice #1	Invoice Packets Sent	12/2/2025
	IGT Certifications Due	1/2/2026
	Payment Due	1/16/2026
CY 2026 Invoice #2	Invoice Packets Sent	3/3/2026
	IGT Certifications Due	4/3/2026
	Payment Due	4/17/2026
CY 2024 FFS Recon #1	Date of Service	Jan - Jun 2024
CY 2025 MC Recon #1	Date of Service	TBD
CY 2026 Invoice #3	Invoice Packets Sent	6/2/2026
	IGT Certifications Due	7/3/2026
	Payment Due	7/17/2026
CY 2026 Invoice #4	Invoice Packets Sent	9/1/2026
	IGT Certifications Due	10/2/2026
	Payment Due	10/16/2026
CY 2024 FFS Recon #2	Date of Service	Jul - Dec 2024
CY 2025 MC Recon #2	Date of Service	TBD

September 30, 2025

THIS LETTER SENT VIA EMAIL

Ms. Courtney Miller, Director
Division of Program Operations
Medicaid and CHIP Operations Group
Centers for Medicare & Medicaid Services
601 East 12th Street, Suite 0300
Kansas City, MO 64106-2898

STATE PLAN AMENDMENT 25-0030: PUBLIC PROVIDER GROUND EMERGENCY
MEDICAL TRANSPORT INTERGOVERNMENTAL TRANSFER PROGRAM

Dear Ms. Miller:

The Department of Health Care Services (DHCS) is submitting State Plan Amendment (SPA) 25-0030 for your review and approval. This SPA proposes to continue the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (PP-GEMT IGT) Program in calendar year (CY) 2026 to continue providing an add-on increase for eligible Ground Emergency Medical Transport (GEMT) services for dates of service January 1, 2026, to December 31, 2026.

SPA 22-0015 established the PP-GEMT IGT program to provide an add-on increase for eligible GEMT services when provided by qualified public providers in accordance with Assembly Bill (AB) 1705 (Chapter 544, Statutes of 2019).

Eligible public providers of GEMT services will be qualified to receive an add-on increase to the Medi-Cal Fee-For-Service fee schedule base rates for each eligible transport provided to Medi-Cal beneficiaries. The following service codes are eligible for the add-on increase:

- A0429 - Basic Life Support
- A0427 - Advanced Life Support, Level 1
- A0433 - Advanced Life Support, Level 2
- A0434 - Specialty Care Transport
- A0225 - Neonatal Emergency Transport



A Notice of Public Interest for SPA 25-0030 was published on August 25, 2025, on the DHCS webpage. The Tribal Notice for this SPA was sent on August 22, 2025, and the Tribal Webinar was held on August 27, 2025. No comments have been received.

The following SPA documents are enclosed for your review and approval:

- CMS 179 – Transmittal and Notice of Approval of State Plan Material
- Supplement 29 to Attachment 4.19-B, Pages 3-4 – clean and redline versions
- CMS Standard Funding Questions
- Public Notice
- Tribal Notice

If you have any questions or need additional information, please contact Aditya Voleti, Chief, Fee-For-Service Rates Development Division, at (916) 345-8717 or by email at Aditya.Voleti@dhcs.ca.gov.

Sincerely,



Tyler Sadwith
State Medicaid Director
Chief Deputy Director, Health Care Programs
California Department of Health Care Services

Enclosures

cc: Lindy Harrington
Assistant State Medicaid Director
Director's Office
Department of Health Care Services
Lindy.Harrington@dhcs.ca.gov

Rafael Davtian
Deputy Director
Health Care Financing
Department of Health Care Services
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Alek Klimek
Assistant Deputy Director
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Aditya Voleti, Chief
Fee-For-Service Rates Development
Division
Department of Health Care Services
Aditya.Voleti@dhcs.ca.gov

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL
FOR: CENTERS FOR MEDICARE & MEDICAID SERVICES**

1. TRANSMITTAL NUMBER

2. STATE

3. PROGRAM IDENTIFICATION: TITLE OF THE SOCIAL SECURITY ACT

XIX

XXI

TO: CENTER DIRECTOR
CENTERS FOR MEDICAID & CHIP SERVICES
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

5. FEDERAL STATUTE/REGULATION CITATION

6. FEDERAL BUDGET IMPACT (Amounts in WHOLE dollars)

a. FFY _____ \$ _____

b. FFY _____ \$ _____

7. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT

8. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable)

9. SUBJECT OF AMENDMENT

10. GOVERNOR'S REVIEW (Check One)

GOVERNOR'S OFFICE REPORTED NO COMMENT
COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

OTHER, AS SPECIFIED:

Please note: The Governor's Office does not wish to review the State Plan Amendment.

11. SIGNATURE OF STATE AGENCY OFFICIAL

15. RETURN TO

12. TYPED NAME

13. TITLE

14. DATE SUBMITTED

FOR CMS USE ONLY

16. DATE RECEIVED

17. DATE APPROVED

PLAN APPROVED - ONE COPY ATTACHED

18. EFFECTIVE DATE OF APPROVED MATERIAL

19. SIGNATURE OF APPROVING OFFICIAL

20. TYPED NAME OF APPROVING OFFICIAL

21. TITLE OF APPROVING OFFICIAL

22. REMARKS

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
STATE: California

**ONE-YEAR PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORT
INTERGOVERNMENTAL TRANSFER PROGRAM**

Introduction

The Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (PP-GEMT IGT) program provides increased reimbursement to eligible public providers of ground emergency medical transport (GEMT) services by application of an add-on to the Medi-Cal fee-for-service (FFS) fee schedule rates for eligible GEMT services. The add-on will apply to the Healthcare Common Procedure Coding System (HCPCS) Codes described below, effective for services provided during the rate period of January 1, 2026, through December 31, 2026. The base fee schedule rates for GEMT services will remain unchanged through this amendment.

Definitions

“Emergency medical transport” or “GEMT” means the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient by an ambulance licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances, or regulations, excluding transportation by an air ambulance provider, that are billed with HCPCS Codes A0429 Basic Life Support Emergency; A0427 Advanced Life Support, Level 1, Emergency; A0433 Advanced Life Support, Level 2; A0434 Specialty Care Transport; and A0225 Neonatal Emergency Transport. An “emergency medical transport” does not occur when, following evaluation of a patient, a transport is not provided.

“Eligible provider” means a provider who is eligible for reimbursement of Medi-Cal emergency medical transports, and who continually meets all of the following requirements during the entirety of the rate period: (a) provides emergency Medi-Cal transports to beneficiaries, (b) is enrolled as a Medi-Cal provider for the period being claimed, and (c) is defined as a public provider, as described below.

“Public provider” means a provider that is owned or operated by the state, a city, county, city and county, fire protection district organized pursuant to Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code, special district organized pursuant to Chapter 1 (commencing with Section 58000) of Division 1 of Title 6 of the Government Code, community services district organized pursuant to Part 1 (commencing with Section 61000) of Division 3 of Title 6 of the Government Code, health care district organized pursuant to Chapter 1 (commencing with Section 32000) of Division 23 of the Health and Safety Code, or a federally recognized Indian tribe.

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT
STATE: California

Effective January 1, 2023, public providers of GEMT services are not eligible to participate in the GEMT QAF program and will not receive the reimbursement rate add-on described on pages 1-2 of this Supplement.

Methodology

For services provided during the rate period of January 1, 2026, through December 31, 2026, the reimbursement rate add-on is a fixed amount. The resulting payment amounts are equal to the sum of the FFS fee schedule base rate and the add-on amount for each eligible ground emergency medical transport as listed by HCPCS Code in the table below. The reimbursement rate add-on will be paid for each eligible ground emergency medical transport on a per-claim basis as a supplemental payment to the base rate.

HCPCS Code	Description	Current Fee Schedule Rate*	Add On Amount	Resulting Payment Amount
A0429	Basic Life Support, Emergency	\$118.20	\$1,518.61	\$1,636.81
A0427	Advanced Life Support, Level 1, Emergency	\$118.20	\$1,518.61	\$1,636.81
A0433	Advanced Life Support, Level 2	\$118.20	\$1,518.61	\$1,636.81
A0434	Specialty Care Transport	\$118.20	\$1,518.61	\$1,636.81
A0225	Neonatal Emergency Transport	\$179.92	\$1,518.61	\$1,698.53

*These are the base rates associated with these codes, but are subject to further adjustments pursuant to the State Plan.



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 17

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Lena Shumway, City Clerk - 949-644-3005,
lshumway@newportbeachca.gov

PREPARED BY: Lena Shumway, City Clerk

TITLE: Confirmation of Nominations to Fill Two Unscheduled Vacancies on the Water Quality/Coastal Tidelands Committee

ABSTRACT:

Peter Belden resigned from the Water Quality/Coastal Tidelands Committee (Committee) on November 28, 2025, prior to the expiration of his term on June 30, 2029. George Robertson also resigned from the Committee on November 28, 2025, prior to the expiration of his term on June 30, 2027. These resignations created two unscheduled vacancies on the Committee.

The City Clerk’s Office received nine applications to fill the vacancies. In accordance with City Council Policy A-2 (Boards, Commissions and Committees), City Charter Sections 702 and 705, and the Maddy Act, Mayor Lauren Kleiman is recommending candidates for nomination to fill the unscheduled vacancies. Following confirmation of the nominations, the City Council will have the opportunity to appoint two individuals to serve on the Water Quality/Coastal Tidelands Committee—one appointment for a term ending June 30, 2029, and one appointment for a term ending June 30, 2027.

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) Confirm nominations for two vacancies on the Water Quality/Coastal Tidelands Committee.

DISCUSSION:

The resignations of Peter Belden and George Robertson created two unscheduled vacancies on the Water Quality / Coastal Tidelands Committee.

In accordance with City Charter Sections 702 and 705, City Council Policy A-2 (Boards, Commissions and Committees), and the Maddy Act, the City Clerk’s Office initiated the recruitment process to fill the vacancies. A Notice of Unscheduled Vacancies was posted

on December 1, 2025, in the City Clerk's Office, at the Central Library, and on the City Hall bulletin board. The notice was also posted on the City's website and published in the *Daily Pilot* on December 4, 2025.

The application period closed on December 18, 2025, and nine applications were received.

Pursuant to City Council Policy A-2, Mayor Kleiman and Councilmember Michelle Barto reviewed all applications and Mayor Kleiman recommends the nomination of the following candidates to the Committee:

- Bilyen Eros
- Andy Boyum
- Timothy Burnham
- Daniel Gorczyca

The Committee serves in an advisory capacity to the City Council on matters related to protecting and improving water quality and habitat in Newport Bay and the ocean. The Committee advises and makes recommendations on policies, programs and projects that support and strengthen existing regulations, improve water quality and habitat, and educate the watershed population on the value of Newport Bay and the ocean. The Committee also advises the City Council on the implementation of the Tidelands Infrastructure Capital Plan, including sea level rise impacts on ocean beaches, ocean beach sand replenishment, and other capital projects affecting the ocean beaches and tidelands not assigned to other committees, and on any other matter referred by the City Council or city manager.

Copies of the nominated applicants' applications are attached as Attachment A.

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 – Water Quality/Coastal tidelands Committee Applications

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 7
 Verified by JM

Received by the City Clerk Office
 December 18, 2025 11:40 am

CITY OF NEWPORT BEACH

100 Civic Center Drive
 Newport Beach, CA 92660
 City Clerk (949) 644-3005
 Fax (949) 644-3039

DIRECTIONS: One application can be used for all the appointive positions you are applying for. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position(s) applied for. Detailed information outlining the responsibilities of the positions can be obtained from the City Clerk's Office or on the City's website: www.newportbeachca.gov (City Government/Boards, Commissions and Committees). Applications will be kept on file for two years for the position(s) applied for. If you are not selected for appointment during that period of time, it will be necessary for you to re-submit an application if you are still interested in being considered.

NOTICE: Section 702 of the City Charter requires that members of Boards or Commissions appointed by the City Council shall be from the qualified electors of the City. This document is a public record and may be posted on the internet.

NAME OF BOARD, COMMISSION OR COMMITTEE:

Name:
 (Last) (First) (Middle)

Residence Address (required): Zip Code:

How long have you lived in Newport Beach? Home/Cell #:

Business Address: Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

NO YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

NO YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy? NO YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

I am a co-owner/principal of Hydro-Geologic Solutions, Inc., a groundwater and water-resources consulting firm based in Newport Beach. I do not currently hold any paid office or employment with the City of Newport Beach. If appointed, I will disclose any potential conflicts if they arise and will recuse myself from discussion or recommendations on any matter that could present a real or perceived conflict involving my firm, clients, or business interests.

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of South Alabama	Geology	B.S Geology	2009
Received by the City Clerk Office December 18, 2025 11:40 am			

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Orange County Water Advisory Committee	Member	2018-2025
Orange County Water Association	Member	2018-2025
Groundwater Resources Association of California	Vice President (Southern California Branch)	2018-2025
American Water Works Association	Member	2020-2025

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Hydro-Geologic Solutions, Inc	Water Resources Consulting	Principal Hydrogeologist, Vice President	2025-Current
Wood Rodgers	Engineering	Associate Hydrogeologist	2022-2025
Worley Parsons	Engineering	Principal Hydrogeologist	2020-2022
Ch2m Hill, Jacobs	Engineering	Hydrogeologist	2010-2018

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I'm applying for the Water Quality/Coastal Tidelands Committee because I care about protecting Newport Beach's coastal waters, tidelands, and water quality for residents and visitors. I'm a Newport Beach resident and a California Professional Geologist/Certified Hydrogeologist with 18 years of water-resources experience supporting public agencies and utilities. My work centers on water-quality data interpretation, monitoring, hydrogeologic assessment, and translating complex technical information into clear, practical recommendations for decision-makers and the public. If appointed, I will bring a science-based, solutions-oriented approach focused on measurable outcomes, transparency, and constructive collaboration. I'm committed to serving responsibly, disclosing any potential conflicts, and recusing myself if needed to maintain public trust.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District No. 6
Verified by JM

Received by the City Clerk Office
December 23, 2025 8:15 am

CITY OF NEWPORT BEACH

100 Civic Center Drive
Newport Beach, CA 92660
City Clerk (949) 644-3005
Fax (949) 644-3039

DIRECTIONS: One application can be used for all the appointive positions you are applying for. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position(s) applied for. Detailed information outlining the responsibilities of the positions can be obtained from the City Clerk's Office or on the City's website: www.newportbeachca.gov (City Government/Boards, Commissions and Committees). Applications will be kept on file for two years for the position(s) applied for. If you are not selected for appointment during that period of time, it will be necessary for you to re-submit an application if you are still interested in being considered.

NOTICE: Section 702 of the City Charter requires that members of Boards or Commissions appointed by the City Council shall be from the qualified electors of the City. This document is a public record and may be posted on the internet.

NAME OF BOARD, COMMISSION OR COMMITTEE:

Name:
(Last) (First) (Middle)

Residence Address (required): Zip Code:

How long have you lived in Newport Beach? Home/Cell #:

Business Address: Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

NO YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

NO YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy? NO YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
UCLA	Economics (public policy & poli sci minors)	Bachelors	2004
Received by the City Clerk Office December 16, 2025 1:09 pm			

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Cameo HOA	Treasurer / Security Committe Chair	2024-Current
Urban Land Institute	na	2006-Current
Irvine United Church of Christ	na	2005-Current

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Resilience Investments	506(c) Fund	Managing Partner & CIO	2024-Current
Darwin Homes	Property Management	COO	2022-2024
SFR3	506(b) Fund	General Partner	2020-2022
Roofstock	VC-backed startup	Head of Operations	2016-2020

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I am very eager to give back and serve the community that has provided such a wonderful quality of life for my family and I. My background in finance, real estate/urban planning and public policy will translate well to any committee, and my current work at Resilience Investments focuses on sustainable development practices. I am a team player who can build consensus, while also being sure to take into account all stakeholder concerns.

Thank you for your consideration.

Best,
Andy Boyum

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 1

Verified by JM

Received by the City Clerk Office
December 16, 2025 1:09 pm

CITY OF NEWPORT BEACH

100 Civic Center Drive
Newport Beach, CA 92660
City Clerk (949) 644-3005
Fax (949) 644-3039

DIRECTIONS: One application can be used for all the appointive positions you are applying for. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position(s) applied for. Detailed information outlining the responsibilities of the positions can be obtained from the City Clerk's Office or on the City's website: www.newportbeachca.gov (City Government/Boards, Commissions and Committees). Applications will be kept on file for two years for the position(s) applied for. If you are not selected for appointment during that period of time, it will be necessary for you to re-submit an application if you are still interested in being considered.

NOTICE: Section 702 of the City Charter requires that members of Boards or Commissions appointed by the City Council shall be from the qualified electors of the City. This document is a public record and may be posted on the internet.

NAME OF BOARD, COMMISSION OR COMMITTEE:

Name: (Last) (First) (Middle)

Residence Address (required): Zip Code:

How long have you lived in Newport Beach? Home/Cell #:

Business Address: Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?
 NO YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?
 NO YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you declared bankruptcy in the last 10 years? NO YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
CSU Long Beach	Political Science	B.A.	2006
Orange Coast College	General Studies	B.A.	2004

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December 16, 2025 1:09 pm

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
The Ben Carlson Scholarship & Memorial Foundation	Board of Advisors	2021-Present
Wedge Preservation Society	Member	2006-Present

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
ABSI Windows & Doors	Window & Door Dealer	Business Development Mngr.	05/25-Present
California State Parks	State Lifeguard Department	Lifeguard	2023-Present
Deep End Fitness Newport-Mesa	Fitness	Owner	2021-Present
Integrated Door & Window Systems	Window & Door Dealer	Owner/Sales Director	2020-2023

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I am eager to serve the City of Newport Beach on the Water Quality/Coastal Tidelands Committee due to my deep connection to this community and my passion for preserving our coastal environment. As a resident for 31 years and a state lifeguard, I have gained valuable insights into beach management and ocean safety. The current sand situation has become a significant concern for me, and I am dedicated to finding sustainable solutions. I would be honored to bring my experience and enthusiasm for the ocean and beaches to this role.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District No. 7
Verified by JM

Received by the City Clerk Office
December 17, 2025 10:28 am

CITY OF NEWPORT BEACH

100 Civic Center Drive
Newport Beach, CA 92660
City Clerk (949) 644-3005
Fax (949) 644-3039

DIRECTIONS: One application can be used for all the appointive positions you are applying for. Applications should be filled out completely so that the City Council may fully evaluate your qualifications. It is the responsibility of the applicant to familiarize themselves with the duties and responsibilities of the position(s) applied for. Detailed information outlining the responsibilities of the positions can be obtained from the City Clerk's Office or on the City's website: www.newportbeachca.gov (City Government/Boards, Commissions and Committees). Applications will be kept on file for two years for the position(s) applied for. If you are not selected for appointment during that period of time, it will be necessary for you to re-submit an application if you are still interested in being considered.

NOTICE: Section 702 of the City Charter requires that members of Boards or Commissions appointed by the City Council shall be from the qualified electors of the City. This document is a public record and may be posted on the internet.

NAME OF BOARD, COMMISSION OR COMMITTEE:

Name: (Last) (First) (Middle)

Residence Address (required): Zip Code:

How long have you lived in Newport Beach? Home/Cell #:

Business Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

NO YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

NO YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy? NO YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

In my role as a land use attorney I work with developers who could potentially have projects in Newport Beach. I would recuse myself from consideration of those projects before the Commission.

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of California - Berkeley	Real Estate	MBA	2023
University of California - Davis	Law	JD	2011
University of Southern California	Business Administration	BS	2008

Received by the City Clerk Office
December 16, 2025 1:09 pm

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Berkeley Haas Alumni Association (OC)	Board Member	2025
Cal Athletics Career Mentor Program	Mentor	2021-2022
Newport Literacy (NBPL)	Volunteer Tutor	2011-2020
Orange County Bar Association	Board Member (Section)	2015-2016

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Cox, Castle & Nicholson LLP	Law Firm	Associate	2025 -
McKinsey & Company	Consulting	Associate / Jr. Engagement Mgr.	2022 - 2025
PWGG&C	Law Firm	Associate	2011-2021

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I currently work as a land use attorney where I have had the opportunity to build expertise in local and state laws relating to environmental issues, including the management of water quality and tidelands under CEQA, the Submerged Lands Act, and the Coastal Zone Management Act. I have also worked on the business-side of development as part of McKinsey & Company's private equity practice, evaluating infrastructure investments. I believe this combination of legal knowledge and due diligence would help me be an impartial evaluator of water quality issues in our City.

I am also keenly interested in civic engagement. I was a volunteer at the Newport Beach Library for nearly a decade, have held board positions in professional organization, and am looking for new ways to leverage my professional experiences to help shape Newport Beach's next chapter.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No. 18

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: Professional Services Agreement with Kimley-Horn and Associates, Inc. for Preparation of the Airport Area Specific Plan (PA2025-0035)

ABSTRACT:

For the City Council's consideration is the approval and authorization of a new professional services agreement (PSA) with Kimley-Horn and Associates, Inc. (KHA) for consulting services to support the preparation of a specific plan for the Airport Area. As proposed, KHA will evaluate existing conditions, conduct outreach, develop and draft a regulatory specific plan for the Airport Area, and prepare the requisite environmental analysis pursuant to the California Environmental Quality Act (CEQA). The proposed PSA will carry an initial two-year term with a not-to-exceed cost of \$612,398.

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 and authorize the Mayor and City Clerk to execute the Professional Services Agreement with Kimley Horn and Associates, Inc. for the Airport Area Specific Plan in an amount not-to-exceed \$612,398 in a form substantially similar to the agreement attached to the staff report; and
- c) Approve Budget Amendment No. 26-047 to record a budget transfer of \$102,159.01 from the General Fund to the General Fund CIP Fund where it will be expensed from 01201928-980000-20M11

DISCUSSION:

The planning area known as the "Airport Area" of Newport Beach is generally located southeast of the John Wayne Airport and bound by Campus Drive to the northeast and northwest, Jamboree Road to the southeast, and Bristol Street to the southwest, as depicted in Figure 1, below.

With the 6th Cycle Housing Element in place, the City is currently working with community members to complete the first comprehensive update of the 2006 General Plan. Through community outreach and engagement, it is evident that there is a desire to ensure planning for the Airport Area is done thoughtfully and comprehensively. While not yet adopted, the draft Land Use Element memorializes this feedback through providing direct policy support for preparing a comprehensive planning document to govern development in the Airport Area.

Specific Plan for the Airport Area

A “specific plan” is a zoning document that implements the goals and policies of the General Plan. It contains detailed development standards and implementation measures for the comprehensive and cohesive buildout of an area, including primary and supporting land uses, infrastructure, traffic, mobility, public amenities, parks, and long-term economic sustainability.

Given the original intention of the Airport Area identified in the 2006 General Plan and additional emphasis on it being appropriate to accommodate more density in the 6th Cycle Housing Element, thoughtful and intentional planning is important to the success of this area. Establishing a comprehensive specific plan allows the City to plan its future and usher in meaningful and thoughtful change for an area of the city that has traditionally supported business, industry and airport-related uses.

The Specific Plan would also provide an opportunity to update and consolidate existing zoning districts in the Airport Area, including several planned communities that are outdated and no longer reflect the City’s vision of the future. Namely these are the Koll Center Planned Community (PC-15), adopted in 1972 and amended 34 times since, and the Newport Place Planned Community (PC-11), adopted in 1971 and amended 43 times since. Together, these govern most of the Airport Area and provide little flexibility to property owners.

Although housing opportunity sites have already been identified, and some projects have received entitlements or are beginning construction, a specific plan will still provide value to the community and the future of the Airport Area, especially its residents, business owners, and visitors. As housing is built, the Airport Area will need to evolve. It will be critical to comprehensively and proactively identify infrastructure, mobility, connectivity, public parks and amenity needs, as well as opportunities to incentivize the commercial services that are necessary to support newer residential communities like grocers and personal service providers.

Request for Proposals (RFP) Process

City staff released a Request for Proposals (RFP) seeking proposals from qualified firms interested in assisting with the study and preparation of a specific plan for the Airport Area. The RFP was posted on the City’s public procurement system (PlanetBids.com) on May 15, 2025, and distributed directly to a short list of planning firms. The response deadline was June 16, 2025. Responses were received from four firms: Kimley-Horn and

Associates, Inc. (KHA); SWA Group; Placeworks, Inc. (Placeworks); and Gruen Associates, Inc. (Gruen).

The City employed a three-step process to evaluate the proposals and select a consultant. The steps included technical review, cost ratio analysis, and interviews.

For the technical review, the proposals were evaluated by a three-person staff panel and given an initial technical score. The initial technical score did not consider cost, rather proposals were evaluated based on the relevant experience of the firm, qualifications of key personnel, and approach to the study.

The best practice of excluding cost from the initial review allowed the panel to independently review the qualifications of the firms before considering the overall cost to provide the service. This practice also requires proposers to earn a certain percentage of points in the technical review (70%) to advance to the cost review. In this case, all proposals scored sufficiently to advance to the second step, which is the cost ratio analysis.

During the cost ratio analysis, it was found that proposals varied substantially. Additionally, the RFP included “optional tasks” for more Infrastructure Evaluation and CEQA documentation. Because some firms did not provide a response to the optional tasks, a clarification email was submitted to all proposers, asking firms to provide proposals for these two additional tasks should the City choose to include them in the contract. All four firms provided a response with clarifications and/or updates to the proposals and cost scores as they deemed appropriate. Excluding optional tasks, such as the Infrastructure Evaluation and CEQA documentation, the revised cost proposals ranged from \$439,484 (KHA) to \$799,061 (Gruen).

Based on the updated proposals, the two highest scoring proposals from the technical review and cost ratio analysis were KHA and Placeworks. Both firms were invited to interview with the staff panel on October 9, 2025. Staff had the opportunity to adjust scores based on the firms’ performance in the interview.

At the conclusion of the RFP evaluation process, KHA emerged as the consultant with the highest overall score and most likely to achieve the City’s objectives. Table 1 summarizes the overall scores for all four firms.

Table 1: Proposal Evaluation Summary

Proposer	Total Score	Overall Rank
KHA	2840.00	1
Placeworks	2517.70	2
SWA Group	2376.70	3
Gruen Associates	2250.00	4

KHA's proposal not only scored the highest during the technical evaluation but also scored the highest in terms of cost ratio. Thus, the City issued a Notice of Intent to Award to KHA on October 16, 2025. The Professional Services Agreement with KHA is included as Attachment A of the staff report.

KHA Work Plan

The work plan submitted by KHA is robust and includes the support of only one subconsultant for the economic analysis component of the project, Kosmont Companies. The work plan is generally divided into seven tasks and is summarized in Attachment B. The full work plan is provided as Exhibit A to Attachment A of this report. There are two optional tasks, which staff recommends including in the contract to ensure the best outcome, as follows:

1. An Infrastructure Evaluation to analyze impacts to utility systems in the Airport Area; and
2. CEQA compliance in the form of an Addendum to the General Plan Housing Element Implementation Program Environmental Impact Report (EIR).

The project costs also include a contingency of \$20,000, should the City determine that additional meetings, printed materials, or other items are necessary. The contingency will not be used without prior written authorization by the City.

Project Schedule

The proposal assumes the project will be completed approximately two years from project kick-off. As such, the initial contract term would be for two years with an option to extend one additional year.

FISCAL IMPACT:

The Capital Improvement Program (CIP) budget for Fiscal Year 2025-2026 (FY25-26) includes \$510,239.99 in funding for this PSA as part of the General Plan Update and Airport Area Specific Plan (Project No. 20M11). The other funds in the account are allocated to professional services and a printing purchase order to support completion of General Plan Update in early 2026. Because the total contract amount for this PSA is \$612,398, an additional \$102,159 is required to support the contract. Therefore, a budget amendment is requested.

The budget amendment (Attachment C) appropriates \$102,159.01 in increased expenditure appropriations from the General Fund unappropriated fund balance.

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 – Professional Services Agreement with Kimley-Horn and Associates, Inc.
Attachment B – Work Plan Summary
Attachment C – Budget Amendment

Attachment A

Professional Services Agreement with Kimley-Horn and Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR
AIRPORT AREA SPECIFIC PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of this January 13, 2026 day of Click here to enter a date. (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation (“Consultant”), whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, 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. City desires to engage Consultant to provide an Airport Area Specific Plan as detailed in the Scope of Services attached hereto as Exhibit “A” (“Project”).
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 12, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant 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. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Six Hundred Twelve Thousand Three Hundred Ninety Eight Dollars and 00/100 (\$612,398.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Xiaofan Li, AICP to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Principal Planner 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.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (that to the extent are caused by the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Principal Planner
Community Development Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Xiaofan Li, AICP
Kimley-Horn and Associates, Inc.
1100 Town and Country Rd, Suite 700
Orange, CA 92868

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and

identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either 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.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 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 either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 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.

28.9 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.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 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.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT 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: 12/18/25

By: Jose Montoya for
Aaron C. Harp *12.18.25*
City Attorney *AC*

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

ATTEST:

Date: _____

CONSULTANT: Kimley-Horn and Associates, Inc., a North Carolina Corporation

Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
Jason Marechal
Vice President

Date: _____

By: _____
Jacob Glaze
Assistant Secretary

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Kimley-Horn confirms that we can perform all services requested in the Scope of Services.

TASK 1. KICK-OFF MEETING

Kimley-Horn will initiate the Project with an in-person Kick-Off Meeting to align expectations, confirm roles and responsibilities, and establish a clear understanding of goals, constraints, and opportunities for the Project.

The meeting will include the City's project team, Kimley-Horn's project manager, key technical staff, and a representative from Kosmont. Topics will include:

- Review of the City's goals, vision, and expectations for the Airport Area Specific Plan
- Overview of known opportunities and constraints within the Project area
- Discussion of existing background information, plans, studies, and data sources available
- Communication protocols and points of contact
- Community engagement approach and schedule overview
- Confirmation of project milestones and deliverables
- Review of the preliminary project schedule and refinement based on City feedback

Kimley-Horn will lead the meeting, prepare a detailed agenda in advance, and document key outcomes through meeting minutes. An initial project schedule will be presented and refined with City input. The schedule will be updated throughout the Project, to reflect adjustments in scope, priorities, or timelines.

The Kimley-Horn team will conduct one on-site visit within the City to evaluate existing site conditions and understand the local context, existing environment, and relationship to surrounding uses. This task will happen after the kick-off meeting on the same day.

Deliverables

- » Kick-Off Meeting Agenda (electronic format - PDF)
- » Initial Project Schedule (electronic format - PDF)
- » Kick-Off Meeting Minutes (electronic format - PDF)
- » Site Visit

Schedule

The kick-off meeting, site visit, and related preparations will take place within the first two weeks of the overall project timeline.

		Month 1	Month 2
Task 1	Kick-off Meeting		
1.1	Kick-off Meeting		

TASK 2. PUBLIC OUTREACH

We recognize that meaningful engagement with the Newport Beach community, and coordination with John Wayne Airport and adjacent City of Irvine residents, is essential to the success of this project. Outreach efforts will prioritize connecting with residential neighborhoods, property owners, and business owners within the Project area. While English is the predominant language spoken in Newport Beach, we will allocate budget for translation services, as needed, to use reasonable professional effort to establish accessibility. This may include written and/or verbal translation, depending on community requests.

To accommodate varying work schedules, public meetings will be offered at different times and held in accessible, familiar locations such as City Hall, local community centers, and gathering spaces. Engagement will also be strengthened by partnering with trusted community leaders and organizations to foster inclusive participation.

Additionally, we will seek input from the development community by inviting local and regional development experts to participate as technical advisors. Through these efforts, we aim to cultivate an open, transparent dialogue that reflects the diverse needs, values, and aspirations of Newport Beach residents, businesses, and other key stakeholders within the Project area.

2.1 PUBLIC OUTREACH AND ENGAGEMENT PLAN

In collaboration with City staff, Kimley-Horn will develop a Community Outreach and Engagement Plan (Plan) that outlines a comprehensive and inclusive strategy for public engagement throughout all phases of the planning process. The Plan will emphasize equitable participation by identifying underserved communities, exploring effective engagement methods for those groups, and assessing language needs to determine the appropriate level of translation support.

All outreach and promotional materials, including social media content, will encourage the public to request translation services in advance of project meetings. The Plan will also define engagement goals and objectives, outline a communications strategy, provide a schedule of events, and assign roles and responsibilities. For each outreach activity, the Plan will specify the purpose, target audience, timeline, and logistical considerations.

The scope and delivery of optional translation services will be determined in coordination with City staff as the engagement plan is finalized.

Deliverables

- » Draft Community Outreach and Engagement Plan (electronic format – Word and PDF)
- » Final Community Outreach and Engagement Plan (electronic format – Word and PDF)

Schedule

The Plan will be developed following the kick-off meeting and is expected to be finalized within three weeks, including one round of review and comments by the City.

		Month 1	Month 2
Task 2	Public Outreach		
2.1	Public Outreach and Engagement Plan		

2.2 SOCIAL MEDIA CAMPAIGN AND POLLS

Social media and online polling will be used throughout the Project, with particular emphasis during the visioning and goal-setting phases as well as public review periods for the Draft and Final Specific Plans. Our primary digital engagement tool will be PublicCoordinate, Kimley-Horn’s interactive mapping and survey platform. This customizable tool supports multilingual translation, layered map views, and integration with SurveyMonkey, while also generating formatted reports to support feedback analysis. PublicCoordinate can also be used as an interactive activity station at workshops or pop-up events, incorporating gamified elements to enhance participation.

To promote public involvement, outreach materials, including social media graphics and flyers, will be developed to advertise key milestones, upcoming events, and the overall Project timeline.

Deliverables

- » PublicCoordinate page
- » 2 Surveys (electronic format – Word and PDF)
- » 2 Project Flyers (One introductory flyer to be developed and distributed at the Project launch to provide an overview and opportunities for community involvement; and one concluding flyer to be issued near Project completion to summarize outcomes, highlight key recommendations) (electronic format – PDF)
- » 5 Social Media Graphics and Accompanying Text

Schedule

A social media campaign and online polls will be conducted during the visioning phase and again during the community workshops held to review the Draft Specific Plan.

		Month 2	Month 3	Month 4	Month 5	Month 6	Month 13	Month 14	Month 15
2.2	Social Media Campaign and Polls								

2.3 STAKEHOLDER ENGAGEMENT/POP-UP EVENTS

We propose hosting two (2) Town Hall Meetings and one (1) pop-up event to support robust community engagement. These events will be held in accessible, high-traffic locations—such as popular community venues or during City events—to generate broad participation. Each event will include display boards, interactive activity stations, live polling, and small group discussions to gather input from a diverse cross-section of the community. A dedicated children’s station will also be included to encourage youth engagement. Social media posts will be developed to promote these events and may be shared with neighboring stakeholders such as City of Irvine residents and the John Wayne Airport team.

Outreach Topics:

Looking at the Future (1 event): A pop-up event focused on community education and initial feedback. Topics will include existing land use, key issues, community needs, and aspirations for the future. The event will also serve to build interest in upcoming focus groups.

Vision Establishment Meetings (2 events): Public workshops dedicated to drafting the Project’s vision, mission, and goals through collaborative in-person discussions.

Note: The City will be responsible for securing venues and coordinating event notifications. Kimley-Horn will develop and provide digital outreach materials for distribution.

Deliverables

- » Conduct two (2) in-person meetings and one (1) in person pop-up event
- » Meeting collateral in English – flyer, fact/information sheets, and presentation (electronic format – PDF)
- » Meeting collateral in additional languages (if requested by the public) - flyer, fact/information sheet (electronic format – PDF)
- » Up to fifty (50) printed copies of one-page frequently asked questions (FAQs) for each in-person event
- » Informational and activity boards up to six (6) boards (size 24 X 36 inches) total for all events combined

Schedule

The schedule for the Pop-up events and two in-person meetings are shown below.

		Month 2			Month 3			Month 4		
2.3	Stakeholder Engagement/Pop-Up Events			P			IM			IM

2.4 VISION AND GOAL

With input from City staff and the community, Kimley-Horn will develop a draft and final Vision, Mission, and Goals Statement for the Specific Plan. This statement will be shaped by feedback collected throughout all phases of the planning process, with a strong emphasis on insights gathered from public engagement activities.

As part of this task, a vision review email and poll will be distributed to both focus groups established in Task 2.3 to solicit targeted input on the draft Vision statement before finalization.

Deliverables

- » Draft Vision, Mission, and Goals Statement (electronic format – Word and PDF)
- » Final Vision, Mission, and Goals Statement (electronic format – Word and PDF)

Schedule

This task will begin following the first in-person meeting. We anticipate approximately four weeks to complete the Draft, followed by a four-week City review period. Final reasonably required revisions and report completion are expected to take an additional two weeks.

		Month 2			Month 3			Month 4			Month 5			Month 6		
2.4	Vision and Goal									Draft			City Review			Final

2.5 COMMUNITY WORKSHOP

A Community Workshop will be held during the public review period of the Draft Specific Plan. This in-person event will emphasize interactive participation and provide opportunities for attendees to ask questions and gain a clear understanding of the Plan’s content and implications.

Note: The City will be responsible for securing venues and managing public notifications. Kimley-Horn will develop and supply digital outreach materials for distribution.

Deliverables

- » Conduct one (1) in-person workshop
- » Meeting collateral in English – flyer, fact/information sheets, and presentation (electronic format – PDF), meeting collateral in additional languages (if requested by the public) - flyer, fact/information sheet (electronic format – PDF)
- » Informational and activity boards up to six (6) boards (size 24 X 36 inches) total for all events combined

Schedule

This task will during the Draft Specific Plan review period.

		Month 13			Month 14		
2.5	Community Workshop						IM

TASK 3. EXISTING CONDITIONS REPORT

Kimley-Horn will work with the City and prepare a comprehensive assessment of the existing physical, regulatory, and market conditions within the Project area utilizing City’s GIS information and other resources. The Existing Conditions Report will provide a foundation for developing the Specific Plan by identifying key assets, constraints, and trends. The analysis will include the following topic areas:

3.1 Land Use and Housing

- Inventory of existing and allowed land uses, including applicable land use designations and zoning regulations, based on the General Plan and Zoning Code
- Quantification of existing housing units, including affordable and market-rate units, in coordination with the Housing Element
- Review of pending and recently approved development projects, including project type, status, and scale
- Identification of planned public and private development or infrastructure projects that may influence future development patterns

3.2 Physical and Environmental Conditions

- Evaluation of the physical characteristics and size of existing structures
- Identification and documentation of historic or potentially historic resources within the Project area
- Review of environmental conditions, including areas of known or suspected soil and groundwater contamination, based on available environmental databases and reports
- Review applicable state agency databases for both active, closed cases and documented features (i.e. Underground storage tank, reported soil boring locations etc.) from both the Regional Water Quality Control Board (RWCB) and Department of Toxic Substance Control (DTSC) online applicable websites including Geotracker and Envirostor for both soil, soil vapor and groundwater contamination
- Review of publicly available permits and approvals pertaining to redevelopment of sites with open/closed cases to understand required land use and/or engineering controls. Kimley-Horn will request copies from the City for existing condition evaluation
- Based on the existing conditions, land use considerations will be carried into the Specific Plan and development standards needed to comply with state agency controls, as warranted

3.3 Infrastructure and Public Realm

- Assessment of public realm elements such as landscaping, sidewalks, lighting, street furniture, and open space conditions
- Evaluation of existing transportation infrastructure, including roadway network, active transportation facilities, transit access, and connectivity
- Overview of utility infrastructure systems (e.g., water, sewer, stormwater, electricity, and broadband), including capacity and known constraints

3.4 Economic and Market Context

- Conduct a high-level analysis of local property market trends affecting the broader Project area
- Use local real estate market information from local brokers, and data sources such as ESRI, CoStar, Placer.ai mobile analytics, Census data, and tax records (depending on data availability)
- Gather historical data on absorption rates, rents, vacancy rates, new construction pipelines, and sales values across various real estate sectors to quantify growth or decline in the Airport Area over time. The following real estate uses will be evaluated:
 - » Retail
 - » Office
 - » Multifamily/Blended-Use

Kimley-Horn will synthesize findings into a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis to inform the planning process and identify key opportunity areas. The draft Existing Conditions Report will be submitted to City staff for review. Based on City comments, Kimley-Horn will refine the Report and incorporate reasonably required revisions.

Deliverables

- » Draft Existing Conditional Report (electronic format – Word and PDF)
- » Final Existing Conditional Report (electronic format – Word and PDF)

Schedule

This task will begin following the kick-off meeting. We anticipate approximately ten weeks to complete the draft report, followed by a four-week City review period. Final reasonably required revisions and report completion are expected to take an additional four weeks.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 3	Existing Conditions Report					
3.1	Existing Conditions Report	Draft	City Review	Final		

TASK 4. SPECIFIC PLAN

Kimley-Horn will prepare a Specific Plan that reflects and advances the City's goals and vision for the Project area. The Specific Plan will be developed through an iterative, collaborative process that integrates public engagement, stakeholder feedback, and ongoing coordination with City staff. The Specific Plan will address a full range of planning considerations, including land use; airport land use compatibility; Housing Element consistency, specifically incorporating strategies for the HO-1 (Airport Area) subarea; parks and open space; parking standards; circulation and mobility; urban design and the public realm; and infrastructure capacity and needs.

The Specific Plan will be visually rich and user-friendly, incorporating narrative text, maps, diagrams, conceptual illustrations, 3D massing and scale studies, and other graphics to effectively convey the planning framework and development vision.

4.1 Create an Outline

Kimley-Horn will prepare an initial outline including major components such as:

- Relationship to the General Plan and Housing Element
- Planning Area Context and Background
- Vision and Guiding Principles
- Land Use and Urban Form
- Mobility and Circulation
- Infrastructure and Utilities
- Public Realm and Open Space
- Urban Design Standards and Guidelines
- Affordable Housing and Community Benefits
- Implementation and Administration

The outline will also identify proposed sections and subsections, clarify the Plan's policy framework, and provide a roadmap for drafting the full document.

Deliverables

- » Draft Outline (electronic format – Word and PDF)
- » Final Outline (electronic format – Word and PDF)

Schedule

The draft outline will be developed after the draft Existing Conditions Report is completed and initial public outreach is conducted. We anticipate approximately four weeks to complete the draft and submit it to City staff for review. One round of consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will refine the outline—an effort expected to take about two weeks—before beginning the full draft of the Specific Plan.

		Month 4	Month 5	Month 6	Month 7
Task 4	Specific Plan				
4.1	Create an Outline		Draft	City Review	Final

4.2 Draft Specific Plan

Kimley-Horn will prepare the Draft Specific Plan based on the findings from the Existing Conditions Report (Task 2), which includes a comprehensive review of land use regulations, circulation and mobility, public realm and open space, and infrastructure. The Draft Specific Plan will also incorporate the components identified in the approved Outline (Task 4.1).

Key components will include:

Framework Plan and Land Use Alternatives: Prepare a Framework Plan to illustrate the vision developed through community engagement activities, and create Conceptual Land Use Alternatives that identify the desired land uses and development intensities. The Land Use Alternatives will address the following:

- Land use types and locations
- Master vehicular, bicycle, and pedestrian circulation
- Major amenities, parks, and open space

Based on input from the City, Kimley-Horn will prepare a Preferred Land Use Plan, incorporating up to two refinements, and provide an illustrative land use plan highlighting primary open space, community facilities, and other public realm or amenity elements. This exhibit will be used for City and community presentations as well as in the Specific Plan.

Land Use Regulations:

- Consider consolidating the existing Office-Airport (OA) Zoning District and planned communities, including Newport Place, Koll Center, Uptown Newport, and Newport Airport Village, as shown on the Existing Zoning Map.
- Develop a proposed zoning map along with a clear and comprehensive set of zoning regulations that define allowable land uses and identify incentives for desired uses that will support the needs of future residents. As the area transitions from a primarily nonresidential environment to a mixed-use neighborhood, these regulations will use reasonable professional efforts to establish flexibility while protecting existing rights (including existing, permitted, and entitled land uses). Accommodating a balanced mix of uses also allows the City to capture retail sales tax revenue that might otherwise be lost to surrounding jurisdictions such as Irvine and Costa Mesa.

Airport Compatibility (AELUP Compliance): Address compatibility with the Airport Environs Land Use Plan (AELUP) for John Wayne Airport. This may include:

- Ensuring land use and development patterns avoid concentrations of people in safety zones, in accordance with applicable professional standards, and comply with building height restrictions per FAR Part 77
- Identifying consistency review triggers for proposed land uses, zoning changes, or development regulations that fall within the Airport Influence Area, as defined in the AELUP

Housing Opportunity (HO-1) Sites: The City's 6th Cycle Housing Element designates the Airport Area as a key opportunity site, accommodating up to 2,577 new infill residential units. Unlike the provisions in the 2006 General Plan, these units may be developed without the need to demolish or convert existing uses, and no minimum lot size is required. Adopted in 2024, the HO-1 Overlay Zoning District provides a flexible regulatory framework that permits residential uses regardless of existing zoning or General Plan land use designations. It also establishes minimum development standards, including building height, setbacks, and parking requirements. Projects that include at least 20 percent of units as affordable to lower-income households qualify for by-right approval, streamlining the entitlement process.

As part of the Specific Plan effort, we use the Housing Element prepared by the City with assistance by our firm and integrate applicable design guidelines, development standards, and approval procedures to use reasonable professional effort to establish alignment with City objectives and state housing mandates.

Parks and Open Space: Evaluate opportunities to introduce or expand open space within the Project area. This includes identifying gaps in park access, assessing underutilized sites or public rights-of-way for potential conversion, and exploring ways to enhance existing open spaces. Recommendations will be integrated with the land use and urban design framework.

- A series of exhibits, diagrams, and conceptual drawings will be developed during this phase and may be utilized in workshops and study sessions.
- Up to three hand drawings will be provided to illustrate the parks and open space.

Parking Requirements: Update parking standards that reflect anticipated land use changes, promote walkability, support mixed-use development, and reduce land consumption while maintaining functionality.

Circulation and Mobility: Discuss the model and assumptions for the VMT analysis and coordinate with the City staff to verify planned/programmed projects and build alternatives to be used in modeling. Review the existing and proposed General Plan policies, zoning regulations, and other City and regional plans related to circulation and mobility. Evaluate the existing street network in the Airport area and review opportunities to add bike facilities, improve pedestrian walkways, and expand transit service. Evaluate opportunities for mobility hubs and multi-modal networks. As part of this task, Kimley-Horn will complete a limited traffic analysis to supplement analysis conducted in the City's General Plan Update, but focusing on improvements recommended in this Specific Plan. We will use existing and future traffic volumes from the City's General Plan. We will model the impact of recommended improvements, including bike, pedestrian, or transit facilities, at up to five (5) study intersections or roadway segments. We will document the results in a technical memorandum.

Design and the Public Realm: Establish a cohesive theme for the public realm that enhances walkability, comfort, and community identity. This will include streetscapes, plazas, paseos, promenades, and other civic spaces. Create one or more master landscape palettes that define appropriate plant species, hardscape materials, street furnishings, lighting, and other design elements. Develop public realm design guidelines or form-based code standards to guide streetscape design, setbacks, sidewalk widths, lighting, furnishings, and the transition between public and private spaces. Provide guidelines for signage and wayfinding systems to use reasonable professional effort to establish legibility, consistency, and integration with the overall design theme.

- A series of exhibits, diagrams, conceptual drawings, 3D massing and scale studies will be developed during this phase and may be utilized in workshops and study sessions.
- Up to four hand drawings will be provided to illustrate the public realm.
- Up to three 3D simulation renderings will be provided for selected key areas. The renderings will illustrate pedestrian-scaled spaces such as courtyards, streetscapes, and plazas, incorporating elements like hardscape materials, building facades, landscaping, site furnishings, and human figures, as appropriate.

High-Level Illustrative Proforma: Identify underutilized parcels with development potential to assess opportunities for development or redevelopment within the Project area. Prepare a preliminary illustrative pro forma analysis for up to two potential development options to evaluate the feasibility of multi-family projects. This high-level pro forma will offer a preliminary understanding of financially feasible uses for the City to consider in the Specific Plan.

Infrastructure Evaluation: Evaluate the adequacy of the existing water, sewer, and storm drain infrastructure by reviewing the City's Urban Water Management Plan, Sewer Master Plan, and Storm Drain Master Plan, and by identifying any potential deficiencies within these systems. It is assumed that existing condition deficiencies and system capacities are addressed within the current master plans. Based on this evaluation, KH will provide a general narrative that outlines the potential impacts of the proposed Specific Plan on these utility systems and the recommendations for necessary upgrades and potential financing options. Capacity calculations and sizing of new facilities are excluded.

Deliverables

- » 1st Draft Specific Plan (electronic format – Word and PDF)
- » 2nd Draft Specific Plan (electronic format – Word and PDF)
- » 3rd Draft Specific Plan (electronic format – Word and PDF)

Schedule

The first Specific Plan will be developed following the City's review of the Draft Outline (Task 4.1). We anticipate approximately 12 weeks to finalize the first draft and submit it to City staff for review. Consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will prepare the second Draft, an effort expected to take approximately eight weeks, and submit it to City staff for review. Another round of consolidated feedback will be requested within a four-week review period. Based on the second round of City comments, Kimley-Horn will finalize the third Draft, anticipated to take about three weeks, and release it to the public for review.

		Month 6	Month 9	Month 10	Month 12	Month 13	Month 14	Month 15
Task 4	Specific Plan							
4.2	Draft Specific Plan		#1 Draft	City Review	#2 Draft	City Review	#3 Draft	Public Review

4.3 Revisions to the Specific Plan

Kimley-Horn will incorporate comments from the public into the proposed third Draft Specific Plan. Per the RFP, we anticipate preparing up to two additional drafts of the specific plan.

Deliverables

- » 4th Draft (electronic format – Word and PDF)
- » 5th Draft (electronic format – Word and PDF)

Schedule

The fourth Draft Specific Plan will be developed following the public review of the third Draft Specific Plan (Task 4.2). We anticipate approximately six weeks to finalize the fourth Draft and submit it to City staff for review. Consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will prepare the fifth Draft, an effort expected to take approximately two weeks and submit it to City staff for Study Sessions.

		Month 15	Month 16	Month 17	Month 18
Task 4	Specific Plan				
4.3	Revisions to the Specific Plan		#4 Draft	City Review	#5 Draft

4.4 Final Specific Plan

The Final Specific Plan will be developed following the incorporation of comments from the seventh Draft Specific Plan (Task 5.2).

Deliverables

- » Final Specific Plan (electronic format – Word and PDF)

Schedule

We anticipate approximately two weeks to finalize the Final Plan and submit it to the City for public release and preparation for hearings.

		Month 21	Month 22	Month 23	Month 24
Task 4	Specific Plan				
4.4	Final Specific Plan		Final	Public Review	

TASK 5. PLANNING COMMISSION AND CITY COUNCIL

Following the public workshop and community review of the Draft Specific Plan, Kimley-Horn will lead a multi-phase public hearing process to present the revised Draft Specific Plan to key decision-making bodies, including the Planning Commission, City Council, and Airport Land Use Commission (ALUC). Kimley-Horn will coordinate with City staff to prepare for and participate in a series of study sessions and formal hearings, so that the Plan is clearly communicated, responsive to feedback, and positioned for adoption.

5.1 Study Sessions – Planning Commission and City Council

Specific Plan: Kimley-Horn will prepare and present professional presentations summarizing the Specific Plan’s vision, organization, key components, and changes made in response to public input at two separate Planning Commission and City Council Study Sessions.

5.2 Plan Refinement

Kimley-Horn will revise the fifth Draft Specific Plan based on feedback received during the study sessions.

Deliverables

- » 6th Draft (electronic format – Word and PDF)
- » 7th Draft (electronic format – Word and PDF)

Schedule

The sixth Draft Specific Plan will be developed following the study sessions (Task 5.1). We anticipate approximately three weeks to complete the sixth Draft and submit it to City staff for review. Consolidated feedback will be requested within a three-week review period. Based on City comments, Kimley-Horn will prepare the seventh Draft, an effort expected to take approximately two weeks, and submit it to City staff to review.

5.3 Public Hearings – Formal Adoption Process

Kimley-Horn will prepare and assist the City staff with the presentation materials for the Final Specific Plan at the following public hearings:

- Planning Commission Public Hearing
- Airport Land Use Commission (ALUC) Hearing
- City Council Public Hearing

Deliverables

- » Presentation Materials, including PowerPoint presentations and supporting graphics, maps, and visuals, as needed
- » Meeting Attendance and Participation at:
 - » One Planning Commission Study Session
 - » One City Council Study Session
 - » One Planning Commission Public Hearing
 - » One City Council Public Hearing
 - » One ALUC Public Hearing

Schedule

The schedule for Task 5 is shown below.

		Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Task 5	Planning Commission and City Council							
5.1	Study Sessions (2)							
5.2	Plan Refinement		#6 Draft	City Review	#7 Draft	City Review		
5.3	Public Hearings (3)						Hearings	

TASK 6. CEQA

The City, as the lead agency, may choose to prepare an Addendum to an approved project(s) if some changes or additions are necessary but none of the conditions described in CEQA Statute Section 21166 and CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred." Pursuant to PRC Section 21166 and State CEQA Guidelines Section 15162, when an EIR has been previously certified for a project, no subsequent or supplemental EIR shall be prepared for a project unless the lead agency determines that one or more of the following three conditions are met: changes in a proposed project result in new or substantially more severe impacts than were disclosed in the previous EIR; changes in the circumstances surrounding the project result in new or substantially more severe impacts than were disclosed in the previous EIR; or new information has come to light showing that new or substantially more severe impacts than were disclosed in the previous EIR.

If the project does not trigger the conditions described in CEQA Guidelines Section 15162, an Addendum to the approved project(s) is the appropriate CEQA documentation. An Addendum allows the most streamlined path because an Addendum need not be circulated for public review and does not require Native American tribal consultation under Assembly Bill (AB) 52.

6.1 Technical Assessments

6.1.1 Modeling and VMT Analysis

Model Verification. Prior to developing future year forecasts, the base year OCTAM model network will be reviewed to make necessary corrections. This includes review of TAZ connections, number of lanes, and roadway connections. In addition to network verification, the existing land use and roadway network within the study area in the base year model will be checked for accuracy and modified to reflect current conditions. The base year model will then be executed, and the model volumes will be compared against existing demand volumes to confirm the model reasonableness within the study area.

Model Runs and Forecasts. Using the verified and corrected network based on existing model verification process, model forecasts will be developed for up to two (2) future project alternatives and one (1) no build alternative. For the purposes of the analysis, we have assumed that the opening year would be 2028 and horizon year would be 2048. The forecasts will include VMT and future roadway volumes. Induced demand analysis will be conducted for Future Plus project conditions for build alternatives. Post processing of volumes will be completed to derive intersection level turning movement volumes for the traffic operations LOS analysis.

We will prepare a technical memorandum summarizing the traffic forecasts and VMT analysis and submit to project team for review and comments. We will respond to one round of review and written comments and prepare a Final Memorandum. Once approved, we will proceed with the technical evaluation of the project.

Deliverables

- » Memo documenting model forecasts, VMT analysis, and induced demand analysis (electronic format – PDF)

6.1.2 Air Quality Analysis

Kimley-Horn will model and analyze the Specific Plan's air quality impacts. This analysis will identify the existing air quality environment and applicable regulatory framework and assess the Specific Plan's long-term air quality impacts in accordance with SCAQMD regulations and standards. We will model criteria pollutant emissions using the California Emissions Estimator Model (CalEEMod) based on the Specific Plan's development capacity, vehicle trip generation, and vehicle miles traveled data. Modeled emissions will be compared to SCAQMD thresholds. Although it is speculative to analyze construction impacts from the Specific Plan's full development potential at the program level, construction emissions for up to three potential project sizes will be modeled with CalEEMod. Carbon monoxide hotspots will be assessed qualitatively. The Specific Plan's existing and potential future sources of toxic air contaminants will be addressed. Specific Plan consistency with the latest applicable Air Quality Management Plan (AQMP) will be addressed.

6.1.3 Energy Analysis

CEQA requires an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. This Section will programmatically analyze existing and project energy consumption associated with operations, buildings, and transportation-related energy under the proposed Specific Plan.

6.1.4 Greenhouse Gas Emissions Analysis

Kimley Horn will model and analyze the Specific Plan's GHG emissions. GHG emissions will be based on the Specific Plan's development capacity and the resulting trip generation/vehicle miles traveled data. This analysis will identify the existing GHG environment and applicable regulatory framework and assess long-term GHG emissions impacts in accordance with California Air Pollution Control Officers Association (CAPCOA) and SCAQMD guidance. Climate change protocols are constantly evolving. As such, climate change impacts will be analyzed in accordance with the latest guidance and regulations. Consistency with the City's General Plan, State Scoping Plan, and the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) will also be evaluated.

6.1.5 Noise and Vibration Analysis

Kimley Horn will model and analyze the Project area's existing and future noise levels. This analysis will identify the existing noise environment (including noise measurements and traffic noise modeling and applicable regulatory framework.) Kimley-Horn will evaluate construction noise based on a programmatic understanding of the project (i.e., using general assumptions and a single development phase). An analysis of construction vibration impacts will be based on the Federal Transit Administration's (FTA's) vibration analysis guidance. On-site noise generating activities will be addressed and analyzed at a programmatic level for potential impacts and will be discussed in the context of the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Completed work products will provide essential information for analyzing potential impacts resulting from land use changes. Using traffic data, we will analyze the existing and future traffic noise levels within Specific Plan arterial roadways.

Assumptions/Limitations are listed below.

- Kimley-Horn will be provided the following project detail to support the analysis:
 - » CEQA project description, proposed Specific Plan land use and zoning maps, and existing and proposed Specific Plan land use inventories (residential dwelling units and nonresidential building area, as applicable).
 - » Traffic data will include daily trip generation, vehicle miles traveled (VMT) data, and roadway segment Average Daily Traffic (ADT) volumes.
- This scope accommodates revisions based on one consolidated set of comments to the extent that the revisions are within the approved scope of services and that no new modeling or additional analysis is required. Additional comments can be addressed on a time and materials basis.
- This scope assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP). Revisions or changes to the project that require re-analysis are excluded.
- Deliverables will be provided as expeditiously as practicable with the goal of approximately 8 weeks of receipt of the requested data.
- Deliverables will be provided electronically.
- This scope excludes meetings/hearings.
- Fees and timeframes stated herein are valid for sixty (60) days after the date of this scope of work. Should ATP be received after 60 days of the date on this scope of work, fees will be adjusted accordingly.

6.1.6 Cultural and Paleontological Resources Assessment

Kimley-Horn will prepare a Cultural and Paleontological Resources Assessment. The purpose of this assessment is to determine whether the Specific Plan area contains, or could reasonably contain, cultural and/or paleontological resources, and to evaluate the potential for significant impacts to such resources as defined under CEQA.

Kimley-Horn cultural resources staff will conduct a cultural resources records search through the South Central Coastal Information Center (SCCIC) to identify if any previously recorded cultural resources, including both archaeological and historic built environment resources, are located within the project study area plus a one-mile buffer. Staff will also request a paleontological records search request through the Natural History Museum of Los Angeles County (NHMLAC). Additional desktop research will include a review of digital paleontological records available through the University of California Museum of Paleontology (UCMP), as well as evaluation of the site's geomorphology, geology, and land use history through available historic aerials and topographic/geology maps.

Because of the developed nature of the Specific Plan area, a pedestrian survey for archaeological and paleontological resources will not be conducted. As Project implementation has the potential for development over several years, existing buildings or other structures could reach an age of 50 years or older. Generally, structures 50 years of age or older have the potential to be historic resource and must have retained their original integrity and context to be considered a historical resource. Based on desktop research, the assessment will identify sites with the potential to contain a structure that would meet the criteria as a historical resources. Historically significant resources would be identified through site-specific evaluation in conjunction with future development prior to the approval of development permits.

6.1.7 Water Supply Assessment (Optional)

The Specific Plan area is within the service boundaries of the City of Newport Beach and the Irvine Ranch Water District. A Water Supply Assessment (WSA) would be required in accordance with Senate Bill (SB) 610 should the proposed Specific Plan project include a proposed residential development of more than 500 dwelling units or a proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space. Because the Specific Plan has not been prepared, this task is included as an optional task. It is also noted that the Airport Area Specific Plan area is developed and although the amount of development may exceed the residential and/or nonresidential development limits established by SB 610, the net change in development would be a determinative factor as to whether a WSA would be required. If a WSA is required, Kimley-Horn would coordinate with both the City and the Irvine Ranch Water District to determine the appropriate scope and party to prepare the WSA.

6.2 Addendum

6.2.1 Mobilization

As noted, the Kimley-Horn environmental team will be early in the process to assist in the preparation of the Existing Conditions Report, provide input to the Specific Plan, and provide expertise to the City to develop the appropriate strategy and technical approach for CEQA documentation. As we move into the CEQA stage of the project, we will have a meeting with City staff to confirm the overall approach and schedule.

6.2.2 Native American Tribal Consultation

Preparation of an Addendum would require compliance with Senate Bill (SB) 18 because the project includes the preparation of a Specific Plan. Preparation of an EIR would require compliance with SB 18 and Assembly Bill (AB) 52. Kimley-Horn will provide Native American communications assistance related to SB 18 and AB 52, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search and obtain a list of tribal contacts for notification regarding SB 18. Using the NAHC-provided list, Kimley-Horn will prepare draft SB 18 notification letters for City distribution, with the purpose of identifying any known cultural resources within the Specific Plan area boundaries. Using the City's list of tribes that have requested notification under AB 52, Kimley-Horn will also prepare draft AB 52 letters for City distribution. Draft letters for both SB 18 and AB 52 will be submitted to the City for review. The City will be responsible for finalizing and distributing all tribal notices and for conducting consultation upon request. Kimley-Horn will support the City by preparing supporting documentation and incorporating tribal outreach results into the EIR, as appropriate. Kimley-Horn's cultural resources experts can participate in consultation meetings or extended tribal coordination if requested by the City. This supplemental work effort is not assumed in this Scope of Work.

6.2.3 Project Description

Kimley-Horn will use information provided in the draft Specific Plan to prepare the CEQA Project Description that articulates the characteristics of the project. The Project Description will detail the project's location, environmental setting, background and history, characteristics, discretionary actions, goals/objectives, construction schedule/phasing, and required permits and approvals. The draft Project Description will be provided to the City for review and approval prior to preparation of the CEQA documentation and our technical analyses to ensure concurrence with the key elements of the project that will be carried through into the analyses.

Deliverables

- » Draft CEQA Project Description: 1 round of review based on one set of consolidated City comments (electronic format – Word and PDF)
- » Revised CEQA Project Description

6.2.4 Addendum

Kimley-Horn has prepared several Addendums for the City of Newport Beach. Although State CEQA Guidelines Section 15164 does not stipulate the format or content of an Addendum, the topical areas addressed in the General Plan Update EIR and General Plan Housing Implementation Program EIR would be used as guidance for this Addendum. This comparative analysis provides the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the EIRs were certified would require additional environmental review or preparation of an EIR.

For each environmental topic, the Addendum will provide a summary of the findings of the EIRs for the respective threshold question; an evaluation of the potential impacts of the proposed project; and a determination of whether the impact conclusions are consistent with the significance determinations set forth in the certified EIRs. Each topical analysis will also address cumulative impacts and the General Plan policies and standard conditions and regulations and mitigation measures that are applicable to mitigate significant impacts of the project.

Following the review of the Screencheck Draft Addendum by the City, Kimley-Horn will revise the Addendum to incorporate one consolidated set of comments. The Revised Addendum will be provided in a version that shows all revisions in trackchange for ease of review as well as a "clean" version of the revised document. The Revised Addendum will be resubmitted to the City for review and Kimley-Horn will address any final comments prior to finalizing the Addendum. If substantial new analysis is requested that has not previously been prepared or considered in the Addendum, and/or substantive changes to the Project Description occur, a budget augment will be required.

Deliverables

- » Screencheck Addendum (electronic format – Word and PDF)
- » Revised Screencheck Addendum (electronic format – Word and PDF)
- » Final Addendum (electronic format – Word and PDF)

6.2.5 Project Meetings, Management, and Coordination

Throughout the project, Kimley-Horn staff will be involved in the management of the environmental document preparation and communication with the City and internal Kimley-Horn team. This task is intended to ensure that all work products are of the highest quality. The estimated schedule for the Addendum is approximately 6 months. This task assumes two virtual meetings per month for both CEQA approaches. Attendance at Planning Commission and City Council hearings associated with the CEQA process are assumed in Task 5 of this proposal.

Deliverables

- » Bi-monthly meetings by two members of the Kimley-Horn CEQA team
- » Ongoing project management and administration

TASK 7. PROJECT MANAGEMENT AND COORDINATION

Kimley-Horn will provide comprehensive project management and coordination services to support the successful delivery of the Specific Plan. This includes consistent communication with City staff, strategic oversight, and ongoing task tracking to ensure alignment with the project scope, schedule, and expectations.

7.1 Bi-Weekly Coordination Meetings

Kimley-Horn will conduct bi-weekly coordination meetings with City staff throughout the duration of the Project. These meetings will provide a forum for progress updates, issue resolution, schedule alignment, and discussion of ongoing and upcoming work efforts. The meetings will:

- Be held primarily virtually to support scheduling flexibility and cost efficiency
- Include at least five in-person meetings, in addition to those scheduled under other tasks (e.g., workshops and public hearings)
- Be led by the Kimley-Horn Project Manager and supported by relevant team members and subconsultants as needed
- Be accompanied by meeting agendas, summaries, and action item lists to ensure clear communication and follow-through

7.2 Project Management Oversight

Kimley-Horn's project manager will oversee the day-to-day operations and overall direction of the consultant team, including:

- Coordinating efforts across disciplines and managing subconsultants
- Tracking deliverables, schedule milestones, and scope adherence
- Preparing monthly invoices and progress reports summarizing work completed, upcoming activities, and any changes in scope or schedule
- Maintaining project records and ensuring quality control
- Serving as the primary point of contact for the City throughout the project duration

A SharePoint site, accessible via Microsoft Teams, will be established and maintained for file sharing, document review, and collaborative editing.

Should additional coordination meetings be necessary due to the complexity of project phases or emerging issues, Kimley-Horn will provide justification and seek City approval in advance.

Deliverables

- » Bi-weekly coordination meetings (up to 25 total), including at least five in-person meetings
- » Meeting agendas, summaries, and action items
- » Monthly invoices and progress reports
- » SharePoint site access for document sharing and collaboration

EXHIBIT B

SCHEDULE OF BILLING RATES

The comprehensive cost breakdown provided below details the allocated hours per staff member for each task, ensuring transparency, accountability, and a clear understanding of how resources are distributed throughout the Project.

City of Newport Beach
Airport Area Specific Plan - ADD
 December 5, 2025

Kimley-Horn and Associates, Inc.											KH HOURS	KH COST	KH LABOR ESCALATION	KOSMONT COST	EXPENSES	CONTINGENCY	TOTAL PROJECT COST
Category/Title	Sr. Professional II	Sr. Professional I	Sr. Professional I	Sr. Professional I	Professional	Professional	Analyst	Analyst	Analyst	Support Staff							
Task 1	Kick-Off Meeting																
	Billing Rate	\$360	\$340	\$320	\$285	\$255	\$235	\$200	\$180	\$165	\$145						
	1.1 Kick-Off Meeting		4	4	10							22	\$ 6,210	\$ 158.65	\$ 3,320	\$ 315	\$ 10,064
	Travel Costs for 2-3 KH Team Members																\$ 9,689
Task 2	Public Outreach		13	28	22	77	66	77				14	\$ 71,855	\$ 2,127.39	\$ 5,900		\$ 79,612
	2.1 Public Outreach and Engagement Plan		1	4	4	10	6	4					\$ 7,520	\$ 209.13			\$ 7,729
	2.2 Social Media Campaign and Polls		1	4		20	10	25			8		\$ 15,230	\$ 490.38			\$ 15,720
	2.3 Stakeholder Engagement/Focus Groups/Pop-Ups		6	10	6	22	30	18					\$ 23,210	\$ 663.46			\$ 23,873
	2.2 Vision and Goal		3	6	6	15	10	10					\$ 12,825	\$ 360.57			\$ 13,186
	2.3 Community Workshops/Meetings		2	2	6	10	10	20			6		\$ 12,800	\$ 403.84			\$ 13,204
	PublicCoordinate Page																\$ 1,900
	Refreshments and Mileage Reimbursement (4 meetings for 2-3 KH Team Members)																\$ 2,500
	Printed Materials (Up to 6 24x36 boards)																\$ 1,500
Task 3	Existing Conditions Report		2	25	25	55	10					92	\$ 22,530	\$ 663.46	\$ 10,610		\$ 33,803
	3.1 Existing Conditions Report		2	25	25	55	10					92	\$ 22,530	\$ 663.46	\$ 10,610		\$ 33,803
Task 4	Specific Plan		12	28	60	218	80	134				184	\$ 180,620	\$ 5,170.64	\$ 7,160		\$ 192,851
	4.1 Create an Outline				8			4					\$ 3,000	\$ 86.54			\$ 3,087
	4.2 Draft Specific Plan		20	40	120	60	60	100					\$ 101,200	\$ 2,884.60	\$ 7,160		\$ 111,245
	4.3 Revisions to the Specific Plan		8	20	60	20	50	80					\$ 57,470	\$ 1,716.34			\$ 59,186
	4.4 Final Specific Plan		1		6			7					\$ 2,050	\$ 50.48			\$ 2,100
	4.5 Infrastructure Review (Optional)		12		24		24	60					\$ 16,800	\$ 432.69			\$ 17,233
Task 5	Planning Commission and City Council		10	12	70	20		100				6	\$ 60,740	\$ 1,872.31	\$ 6,890	\$ 1,560	\$ 69,772
	5.1 Study Sessions (2)		6	8	10			20				2	\$ 11,340	\$ 331.73	\$ 6,890		\$ 18,562
	5.2 Plan Refinement (2)		4	4	30		20	40				2	\$ 23,380	\$ 721.15			\$ 24,101
	5.3 Public Hearings (3)				30			40				2	\$ 16,040	\$ 519.23			\$ 16,559
	Mileage Reimbursement for 5 meetings for 2-3 KH Team Members																\$ 1,560
Task 6	CEQA - Addendum		78	3	28	190	34	46	98	179			\$ 148,275	\$ 4,731			\$ 153,006
	Technical Assessments																
	Traffic Study VMT Analysis		6		16		34	28	16				\$ 23,070	\$ 721.15			\$ 23,791
	Air Quality			1		9			51				\$ 11,030	\$ 439.90			\$ 11,470
	GHG			1		7			42				\$ 9,035	\$ 360.57			\$ 9,396
	Noise			1		10			54				\$ 11,780	\$ 468.75			\$ 12,249
	Energy					4			32				\$ 6,300	\$ 258.61			\$ 6,560
	Cultural Resources				12			18					\$ 7,020	\$ 216.34			\$ 7,236
	SB 18 Tribal Consultation								16				\$ 2,880	\$ 115.38			\$ 2,995
	Addendum: Screenscheck		24			90			60				\$ 41,910	\$ 1,254.80			\$ 43,165
	Addendum: Revised (2 rounds of review)		30			30			6				\$ 18,930	\$ 475.96			\$ 19,406
	Project Management, Meetings, and Coordination		18			40			58				\$ 16,320	\$ 418.27			\$ 16,738
Task 7	Project Management and Coordination		4	10	10	120		80		20		244	\$ 59,540	\$ 1,759.61	\$ 1,050		\$ 62,350
	7.1 Project Management and Coordination		4	10	10	120		80		20		244	\$ 59,540	\$ 1,759.61	\$ 1,050		\$ 61,300
	Mileage Reimbursement for 5 in-person meetings for 2 KH Team Members																\$ 1,050
	CONTINGENCY																\$ 20,000
	TOTAL HOURS	16	146	116	493	347	305	133	478	179	40	2244					
	TOTAL COST	\$5,760	\$49,640	\$26,800	\$140,505	\$89,485	\$72,615	\$24,600	\$85,680	\$29,536	\$5,800		\$ 535,420	\$ 16,192.60	\$ 27,980	\$ 8,815	\$ 612,398

PROPOSED PRICING - AIRPORT AREA SPECIFIC PLAN

TASK	COST
Kick-Off Meeting	\$ 10,004
Public Outreach	\$ 79,612
Existing Conditions Report	\$ 33,803
Specific Plan	\$ 192,851
Infrastructure Review <i>(Optional)</i>	\$ 17,233
Planning Commission and City Council	\$ 60,772
CEQA <i>(Optional)</i>	\$ 153,006
Project Management and Coordination	\$ 62,350
Contingency	\$ 20,000
Total Project Cost	\$ 612,398

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant 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. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant 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. Consultant 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.

Consultant 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, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement.
 - B. General Liability Insurance. Consultant 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, 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. Consultant 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 Consultant 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.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
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, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
 - B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement 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. Consultant 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, Consultant 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 Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be

entitled to coverage for higher limits maintained by the Consultant. 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 Consultant or any subconsultant 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 Consultant'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 Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant'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. Consultant's Insurance. Consultant 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.

Attachment B

Work Plan Summary

Work Plan Summary

#	Task Title	Description and Subtasks
1	Kick-Off Meeting	To align expectations, confirm roles and responsibilities, and establish clear understanding of goals, constraints, and opportunities for the project.
2	Public Outreach	Public meetings and online virtual engagement opportunities for the public to provide input on the development and revisions of the Specific Plan. 2.1 Public Outreach and Engagement Plan 2.2 Social Media Campaign and Polls 2.3 Stakeholder Engagement/Pop-Up Events 2.4 Vision and Goal 2.5 Community Workshop
3	Existing Conditions Report	Comprehensive assessment of the existing physical, regulatory, and market conditions within the project area. Provides a foundation for developing the Specific Plan by identifying key assets, constraints, and trends. 3.1 Land Use and Housing 3.2 Physical and Environmental Conditions 3.3 Infrastructure and Public Realm 3.4 Economic and Market Context
4	Specific Plan	Specific Plan that reflects and advances the City’s goals and vision for the project area. It will be developed through an iterative, collaborative process that integrates public engagement, stakeholder feedback, and ongoing coordination with City staff. Upon conclusion of the project, it is anticipated that KHA will have prepared up to seven drafts of the Specific Plan. Major components include: <ul style="list-style-type: none"> • Relationship to the General Plan and Housing Element • Planning Area Context and Background • Vision and Guiding Principles • Land Use and Urban Form • Mobility and Circulation • Infrastructure and Utilities • Public Realm and Open Space • Urban Design Standards and Guidelines • Housing and Community Benefits • Implementation and Administration 4.1 Create an Outline 4.2 Draft Specific Plan 4.3 Revisions to the Specific Plan 4.4. Final Specific Plan
		This task includes the optional “Infrastructure Evaluation” previously referenced. This subtask involves evaluation of the adequacy of existing water, sewer, and storm drain infrastructure by reviewing available literature

#	Task Title	Description and Subtasks
		and by identifying any potential deficiencies in the systems. A narrative will be provided that outlines potential impacts from the Specific Plan on these utility systems and the recommendations for necessary upgrades and potential financing options.
5	Planning Commission and City Council	<p>Following the public workshop and community review of the Draft Specific Plan, the project will be reviewed by the Airport Land Use Commission, Planning Commission, and City Council.</p> <p>5.1 Study Sessions – Planning Commission and City Council 5.2 Plan Refinement 5.3 Public Hearings – Formal Adoption Process</p>
6	CEQA	<p>Preparation of an Addendum to the General Plan Housing Element Implementation Program EIR.</p> <p>6.1 Technical Assessments</p> <ul style="list-style-type: none"> • Modeling and Vehicle Miles Traveled (VMT) Analysis • Air Quality Analysis • Energy Analysis • Greenhouse Gas Emissions Analysis • Noise and Vibration Analysis • Cultural and Paleontological Resources Assessment <p>6.2 Addendum</p> <ul style="list-style-type: none"> • Mobilization • Native American Tribal Consultation • Project Description • Addendum • CEQA Project Meetings, Management, Coordination
7	Project Management and Coordination	<p>Comprehensive project management and coordination to support successful delivery of the Specific Plan.</p> <p>7.1 Bi-Weekly Coordination Meetings 7.2 Project Management Oversight</p>

Attachment C

Budget Amendment



City of Newport Beach

BUDGET AMENDMENT

2025-26

BA#: **26-047**

Department: Community Development

Requestor: Brittany Ramirez

ONE TIME: Yes No

CITY MANAGER'S APPROVAL ONLY

COUNCIL APPROVAL REQUIRED

Approvals	
City Clerk:	Date
Administrative Services Director: <i>Jamun Al-Muray</i>	Date <i>1/16/26</i>
Budget Manager: <i>Guzgu</i>	Date <i>1/15/26</i>

EXPLANATION FOR REQUEST:

Transferring funds from the General Fund to the General Fund CIP Fund for project 20M11 to fund the Kimley-Horn and Associates, Inc. professional services agreement as it relates to the Airport Area Specific Plan (PA2025-0035).

- from existing budget appropriations
- from additional estimated revenues
- from unappropriated fund balance

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) \$
012	01299	691010		INTERFUND TRANSFERS - TRANSFER IN GENERAL FUND	102,159.01
				-	
				-	
				-	
				-	
				-	
Subtotal					\$ 102,159.01

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) \$
010	01099	991012		GENERAL FUND INTERFUND TRANSFR - TRANSFER OUT CIP FUND	102,159.01
012	01201928	980000	20M11	MISC & STUDIES - CIP EXPENDITURES FOR GL	102,159.01
				-	
				-	
				-	
				-	
Subtotal					\$ 204,318.02

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) \$
010	300000	GENERAL FUND - FUND BALANCE CONTROL	(102,159.01)
012	300000	GENERAL FUND CAPITAL PROJECTS - FUND BALANCE CONTROL	-
		-	
Subtotal			\$ (102,159.01)

Fund Balance Change Required



NEWPORT BEACH

City Council Staff Report

January 13, 2026
Agenda Item No.19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Melissa Hartson, Library Services Director - 949-717-3801,
mhartson@newportbeachca.gov

PREPARED BY: Rebecca Lightfoot, Library Services Manager – 949-717-3819,
rlightfoot@newportbeachca.gov

TITLE: Sculpture Exhibition in Civic Center Park – Phase X

ABSTRACT:

At its December 11, 2025, meeting, the City Arts Commission approved 10 sculptures and four alternates for the exhibition within Civic Center Park, as selected through a survey of Newport Beach residents. The City Arts Commission requests the City Council's consideration and approval of the selections and alternates. If approved, the 10 Phase X sculptures will be on display for a three-year period, with installation commencing in June 2026.

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 10 sculptures and their placement and four alternate sculptures within Civic Center Park as selected by the public and recommended by the City Arts Commission for the temporary sculpture exhibit.

DISCUSSION:

The Sculpture Exhibition in Civic Center Park (Exhibition) is an integral feature of the Newport Beach Civic Center. Civic Center Park, which turned nearly half a million square feet of undeveloped land into a new public park, was designed by renowned landscape architectural firm Peter Walk and Partners (PWP). PWP developed a master plan for art in the park, and identified various spots in the park where art, particularly sculpture, may be exhibited. The City Arts Commission (Commission) determined that a rotating exhibition was an optimal approach to bringing sculptures to Newport Beach in a cost-efficient manner. In August 2013, the Newport Beach City Council authorized the Commission to implement an inaugural rotational sculpture exhibit in Civic Center Park.

The acquisition program developed by the Commission for the Exhibition created a model in which pieces are loaned for a two-year period (or phase). In 2025, this program was

modified to a three-year exhibition period. The artists are provided with a small honorarium to loan their work to the City of Newport Beach.

The City is responsible for installing the art, while the artists are responsible for the maintenance and repair of their work. Admission is free and the Exhibition continues to be enjoyed by residents and guests of all ages and sensibilities. In essence, the Exhibition has become a “museum without walls” that offers the temporary display of public art in a unique, natural setting. Moreover, the City can exhibit a well-balanced representation of public art, with artistic merit, durability, practicality and site responsiveness as criteria in the selection of work. The rotational nature of the Exhibition ensures that residents and guests are exposed to a variety of work. Borrowing the pieces remains a cost-effective alternative to owning and maintaining permanent public art.

Since 2014, the Commission has presented nine phases of the Exhibition, with the installation of Phase IX occurring in June 2024. The City entered into a professional services agreement with Arts Orange County (Arts OC) for \$135,080 for Phase X of the Exhibition. This amount includes project coordination and management fees, in addition to installation and de-installation fees.

Arts OC was established in 1995 as the nonprofit, countywide arts council of Orange County, California. Arts OC has been recognized by the California Arts Council as a model agency based on the quality of its work and has served as the officially designated arts agency and state-local partner of the County of Orange since its inception. The Arts OC project team successfully managed all previous phases of the exhibition and has strong working relationships with the Commission and City staff.

Community Input

Since the Exhibition’s inception, the Commission has increased public engagement by offering residents opportunities to become part of the selection process. For Phase X, the CAC included the following elements in the process:

- a) As in previous phases, the CAC did not utilize an ad hoc subcommittee for Phase X. The entire Commission reviewed the submitted pieces for inclusion in the Phase X Exhibition online survey, during City Arts Commission regular meetings.
- b) For Phase X, the Commission turned the selection process over to the public. Through an online survey, Newport Beach residents voted for their favorite sculptures and voted for the pieces for inclusion in Phase X, resulting in 10 sculptures and four alternates selected by the public.

Prior to launching the public survey, the Commission, along with a curatorial panel, consisting of arts professionals Genevieve Williams and Virginia Arce, evaluated all

submissions for Phase X at the October 9, 2025, City Arts Commission meeting. Pieces that met the following criteria were included in the public survey:

1. Artistic Merit — the artist has strong professional qualifications, and the artwork is of high quality and demonstrates originality and artistic excellence.
2. Durability — the artwork is made of high - quality materials, requires minimal maintenance and can withstand the outdoor elements of coastal Orange County.
3. Practicality — the artwork is appropriate for audiences of all ages and does not exhibit unsafe conditions that may bear on public liability.
4. Site Appropriateness — the scale of the artwork is suitable for the environment, and the artwork is suitable for viewing from all angles.

Using these criteria, the Commission approved 30 submitted pieces for the public survey.

The online public survey launched on October 15, 2025, and closed on December 5, 2025. The survey was publicized through Stu News Newport on multiple occasions, included in the City Manager's Week in Review, and posted to social media and on Arts OC's website, SparkOC.com. In addition, the survey was disseminated to the 35,000+ subscribers to the Library and Cultural Arts email distribution list and the City's email subscribers for current news and topics of interest. Survey flyers and Library website banner advertisements rounded out the survey marketing.

Survey participants were required to provide a valid email address, report the ZIP code of their residence and complete a CAPTCHA security step to affirm that they were not a bot.

Arts OC deleted any entries that did not provide a Newport Beach ZIP code. The poll also captured the IP address, time of voting and type of device used to vote. Arts OC used these tools to identify potential cases of double-votes. For example, if two votes from the same IP address happened within minutes, voted for the same works and had similar enough email addresses, Arts OC deleted one of them. If the email addresses were different enough, Arts OC deferred on the side of permitting them, since it could have been the product of multiple people voting on the same computer from the same household.

After these steps were completed, the Commission had a validated total of 230 voters, casting 1,736 votes. The results are ranked in the following table.

Artist	Work	Votes	Public Ranking	CAC Ranking
Ten Final Selections:				
Daley, Catherine	<i>Cosmos: Starry, Starry Night</i>	132	1	1t
Harris, Diego	<i>Wind Tree</i>	126	2	7t
Linke, Harold	<i>Spiral Dance</i>	101	3	24t
Knecht, Zan	<i>Coming Through</i>	99	4	16t
Robertson, Tamara	<i>Open Heart</i>	94	5	5t
Martinek, Clark	<i>Intended Destination</i>	77	6	24t
Gall, Alex	<i>Voyage of a Giant</i>	71	7t	10t
Plaisted, Chris	<i>The Wave</i>	71	7t	24t
Bassoff, Solomon	<i>Joy Ride</i>	65	9	10t
Banks, John	<i>Art in Old English</i>	63	10	10t
Four Alternate Selections:				
Meyer, Nicholas	<i>Emergence</i>	54	16t	1t
Seese, Kirk	<i>Dragonfly</i>	62	11	5t
Idelchik, Ilya	<i>Reaching for Life</i>	61	12	16t
Muzzarelli, Aldo	<i>The Butterfly Enchanter</i>	57	13	21t
Behan, Sonny	<i>Abhaya</i>	56	14	24t
Johansen, Nathan	<i>Germination</i>	55	15	41t
Pettit, Michael	<i>Escargot</i>	54	16t	21t
Reinertson, Lisa	<i>Wolf Rider-Ophelia's Return</i>	53	18	7t
Bannon, John	<i>Drop</i>	52	19	4
Kimball, Tyler	<i>Celestial Gates; Lunar Gate and Solar Gate</i>	51	20	41t
Nelson, John Randall	<i>Yip, Yip, Yip</i>	47	21	21t
Vogel, Patrick	<i>Dragon's Tail</i>	44	22t	7t
Rench, Chris	<i>Caught Up</i>	44	22t	16t
Elliot, Marguerite	<i>From Earth to Sky</i>	36	24	10t
Benefiel, Joan	<i>The Space Between</i>	25	25	19t
Litman, Adrian Susnes	<i>FRUTTI DI MARE</i>	23	26	19t
tal, lee	<i>Blooming Reflection – Purple Clematis</i>	22	27	10t
Barrett, Alex	<i>TOOTHFAIRY</i>	21	28	10t
Wise, Jess Glode	<i>Focused Anomaly</i>	15	29	3
Mang, Tiimo	<i>Warning Beacon</i>	5	30	24t

At its December 11, 2025, regular meeting, the Commission received the public survey results. The 10 pieces that received the highest number of public votes were recommended for installation, and four alternate sculptures were selected. The motion to approve the full slate of 10 sculptures passed unanimously (7–0). Chair Heather Ignatin noted objections to two pieces—Clark Martinek’s Intended Destination and Solomon Bassoff’s Joy Ride—but voted in favor of the overall package.

Subject to the City Council’s consideration and approval, installation of the 10 pieces will commence on June 1, 2026, and continue through June 19, 2026.

FISCAL IMPACT:

The adopted budget includes sufficient funding for the Phase X installation. It will be expensed to the Exhibition’s Phase X Project Account No. 01060603-811059-L2601.

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 – Newport Beach Civic Center Sculpture Exhibition Phase X Recommended Selections

**NEWPORT BEACH CIVIC CENTER
SCULPTURE EXHIBITION
PHASE X
RECOMMENDED SELECTIONS**



PROCESS TO DATE :

Submissions:

- From Aug. 1st through Sept. 29, artists, gallery owners, artist reps, etc., were invited to submit eligible works through the Call for Entry (aka CaFE) platform
- After review for eligibility and suitability for outdoor installation, 79 submissions were presented for review

Jurying:

- From Sept. 30 through Oct. 5, the jury, consisting of all active Arts Commission members and two outside guests, had the opportunity to review application materials on CaFE and score each application from 1 to 7.
- At the Oct. 9 Arts Commission Meeting, the jury reviewed the results of scoring and, after discussion and consultation with Arts Orange County representatives, 30 works were chosen for presentation in a public poll

Public Poll:

- Poll was published on a dedicated page on ArtsOC's website SparkOC.com, which is built on the WordPress platform. A WordPress plugin called TotalPoll generated the poll and collected votes
- Poll was open to Newport Beach residents for voting from **October 5 through December 15**.
- Public poll results were tabulated and presented to Arts Commissioners to guide process of finalizing Recommended Selections and Alternates

PUBLIC POLL SUMMARY:

- Participants could vote for up to ten favorite works
- Security measures include:
 - Users required to complete a CAPTCHA form designed to catch bot behavior
 - Users required to submit a valid e-mail address and provide their ZIP code and city of residence, only votes from Newport Beach ZIP codes will be counted
 - Users required to provide a valid E-mail address
- For each work, a single image judged to be the best to represent the work was placed on a slide with identical dimensions and plain black background, with the work's title and artist's name below
- The order of the works in the poll were randomized for each visitor; so that no single work gains advantage from their position
- Raw vote logs of both accepted and declined voting attempts were examined to detect any patterns or voter behavior which, in Arts Orange County's judgment, may give rise to a misleading interpretation of the "voice of the community".
- Public poll results are non-binding and advisory, to be used in final jury discussions for selecting slate of Finalists.
- After concerns expressed by Arts Commissioners and Library Staff, ArtsOC made updates to the poll including the following:
 - Graphic design tweaks to increase the visibility of the circle to be clicked on under each work
 - The security setting which locked out IP addresses for 24 hours after multiple votes was reduced to 1 hour to increase participation at Library PCs
- After review, a total of 230 voters cast 1,736 eligible votes

SAMPLE VIEW OF POLL :

PUBLIC POLL
Newport Beach Civic Center Park Sculpture Exhibition

The City of Newport Beach (City) is seeking up to ten artworks to display for three years in the heart of Newport Beach in Civic Center Park for Phase X of its ongoing Invitational Sculpture Exhibition. Submissions are now complete for this phase, and, after reviewing all submitted works for eligibility, artistic merit, durability, safety, and other factors, the jury consisting of the City Arts Commission and two outside experts has qualified 30 works for consideration.

The public's vote will help this jury determine 10 Finalists and between 3 and 5 Alternates to present to the City Council for approval.

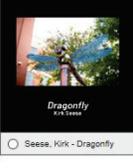
How it works:

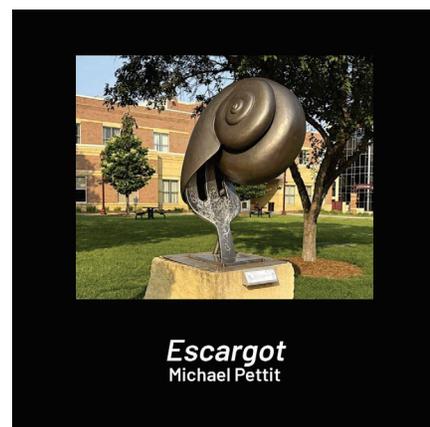
- Voting is online only.
- Voting is for Residents of Newport Beach only. Votes from ZIP codes outside of Newport Beach will not be counted.
- The period for voting ends December 5, 2025.
- Voters may select up to ten favorite works among those submitted.
- Individuals may only cast their votes once. Voters must provide a valid e-mail address and their ZIP code.
- Finalists and Alternates recommended by this poll must be reviewed to confirm that the works are still available, that there are no unforeseen issues with regards to installation and/or safety, and that a contract can successfully be executed with the artist. The Newport Beach City Council will make the final decision regarding the works to be installed.

The selection and installation process for the Sculpture Exhibition in Civic Center Park is managed under contract with the City of Newport Beach by Arts Orange County, the nonprofit countywide arts council. <https://artsoc.org/>

VOTING OPEN TO NEWPORT BEACH RESIDENTS ONLY: Click on each image to see a full-size picture of the work; then click the "X" symbol in the upper corner to close the full-size image and return to the poll. If you wish to zoom in closer, you can do so on your phone/tablet browser; for a computer, you'll need to right-click and save the image then open and zoom in using your own computer's image-viewing software.

Up to 10 of these works will be installed for three years in Civic Center Park. You can choose up to 10 works that you would like to see on display. 30 works have qualified for this public poll - it's recommended that you scan through all before casting your votes!

 Emergence Nicholas Meyer <input type="radio"/> Meyer, Nicholas - Emergence	 Art in Old English John Banks <input type="radio"/> Banks, John - Art in Old English	 Reaching For Life Ilya Isidchik <input type="radio"/> Isidchik, Ilya - Reaching For Life	 Abhaya Sonny Behan <input type="radio"/> Behan, Sonny - Abhaya	 The Space Between Joan Benafel <input type="radio"/> Benafel, Joan - Space Between
 Dragonfly Kirk Seese <input type="radio"/> Seese, Kirk - Dragonfly	 Cosmos: Starry, Starry Night Catherine Daley <input type="radio"/> Daley, Catherine - Cosmos: Starry, Starry Night	 From Earth to Sky Marguerite Elliot <input type="radio"/> Elliot, Marguerite - From Earth to Sky	 Germination Nathan Johansen <input type="radio"/> Johansen, Nathan - Germination	 Wind Tree Diego Harris <input type="radio"/> Harris, Diego - Wind Tree



Individual Slide enlarges when clicked

**PHASE X
RECOMMENDED SELECTIONS
(10)**



**Daley, Catherine
(Windsor, CA)**
Cosmos: Starry, Starry Night

Size: 10' H x 5' x 30"

Weight: 200 lbs.

Medium: Aluminum, Plexiglass, Stainless Steel



Harris, Diego
(Upper Lake, CA)
Wind Tree

Size: 8' 8" H x 7' 2" W x 3' 7" W

Weight: 250 lbs.

Medium: Corten Steel over Steel Rebar



Harris, Diego. *Wind Tree*

Linke, Harold
(Lake Oswego, OR)
Spiral Dance

Size: 144" x 40" x 50"

Weight: 75 lbs.

Medium: Advanced composite with a polychrome white finish, climate resistant, round steel plate for mounting



Linke, Harold. *Spiral Dance*

Knecht, Zan
(Grand Rapids, MI)
Coming Through

Size: 10' x 5' x 2'

Weight: 300 lbs.

Medium: Recycled corten steel



Knecht, Zan. *Coming Through*

Robertson, Tamara
(Oil City, LA)
Open Heart

Size: 10' x 10' x 18", base 4' x 4'

Weight: 400 lbs.

Medium: Welded Steel



Robertson, Tamara. *Open Heart*

Martinek, Clark
(Mitchell, SD)
Intended Destination

Size: 14' H x 22" x 22"

Weight: 350 lbs.

Medium: Steel, Iron



Martinek, Clark. *Intended Destination*

Gall, Alex
(Vista, CA)
Voyage of a Giant

Size: 72" x 84" x 80"

Weight: 230 lbs.

Medium: Steel, Corten Steel, Solar LED



Gall, Alex. *Voyage of a Giant*

Plaisted, Chris
(New Milford, CT)
Wave, The

Size: 7.5' H x 6' W x 4' D

Weight: 500 lbs.

Medium: Steel, Stainless Steel



Plaisted, Chris. *Wave, The*

Bassoff, Solomon
(North San Juan, CA)
Joy Ride

Size: 80" H x 136" W x 63" D

Weight: 1,650 lbs.

Medium: Concrete, Steel Glass



Bassoff, Solomon. *Joy Ride*

Banks, John
(Henderson, NV)
Art in Old English

Size: 82" H x 60" W x 60"D

Weight: 360 lbs.

Medium: Steel



Banks, John. *Art in Old English*

PHASE X
ALTERNATES
(4)



Meyer, Nicholas
(Temecula, CA)
Emergence

Size: n/a

Weight: n/a

Medium: Powder-coated Steel



Meyer, Nicholas. *Emergence*

Seese, Kirk
(Lutherville, MD)
Dragonfly

Size: 14' H x 4.5' W x 4.5' D

Weight: n/a

Medium: Steel and Repurposed Auto Parts



Seese, Kirk. *Dragonfly*

Idelchik, Ilya
(San Diego, CA)
Reaching For Life

Size: 13' H x 2' W x 2' D

Weight: n/a

Medium: Metal Mash, Fiberglass Resin, Epoxy
Paste



Idelchik, Ilya. *Reaching For Life*

Muzzarelli, Aldo
(Mauldin, SC)
Butterfly Enchanter, The

Size: 78" x 15" x 15"

Weight: 80 lbs.

Medium: Steel, Resin, Stoneware Paste



Muzzarelli, Aldo. *Butterfly Enchanter, The*

RECOMMENDED INSTALLATION SITES Including Phase IX works



THANK YOU!

