



**CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA**

**JANUARY 27, 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. Copies of the staff reports and supporting materials are on file with the City Clerk and are available for public inspection and copying at the City Clerk's Office or online at newportbeachca.gov/agendas. For questions or to request copies of any staff reports or other documentation related to items on this agenda, please contact the City Clerk's Office 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.**

INVOCATION

Bishop Doug Dixon - Church of Jesus Christ Latter-day Saints

PLEDGE OF ALLEGIANCE

II. **STUDY SESSION**

S1. Receive a presentation and provide input regarding the evaluation of whether pension surplus funds beyond the required minimum CalPERS contributions should be considered for alternative investment options, such as a Section 115 Trust.

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**

PUBLIC COMMENTS ON CONSENT CALENDAR

This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 14). 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.

III. **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 January 13, 2026, City Council Meeting

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

[Minutes](#)

ORDINANCES FOR INTRODUCTION

3. Ordinance No. 2026-01 Modifying Provisions Related to Temporary Street Closures and City Franchised Solid Waste Management

- 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) Introduce Ordinance No. 2026-01, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Chapters 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling*, and pass to second reading on February 10, 2026.

[Staff Report](#)

[Attachment A - Ordinance No. 2026-01](#)

[Attachment B - Chapter 12.62 Redline](#)

[Attachment C - Chapter 12.63 Redline](#)

RESOLUTIONS FOR ADOPTION

4. Resolution No. 2026-03: Approval of the 2024 Urban Areas Security Initiative Grant Program Transfer Agreement

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
- b) Adopt Resolution No. 2026-03, *A Resolution of the City Council of the City of Newport Beach, California, Approving the Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for Fiscal Year 2024 Urban Areas Security Initiative (UASI) between the City of Anaheim and the City of Newport Beach*; and
- c) Authorize the City Manager to sign the attached agreement.

[Staff Report](#)

[Attachment A – Resolution No. 2026-3](#)

5. **Resolution No. 2026-04: Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program**
 - 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. 2026-04: A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program.

[Staff Report](#)

[Attachment A - Resolution No. 2026-04](#)

CONTRACTS AND AGREEMENTS

6. **Amendment to Commercial Refuse Removal Services Contract with CR&R Inc. (Contract No. 8569-1)**
 - 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;
 - b) Approve Amendment No. Three to Agreement with CR&R, Incorporated for Commercial Refuse Removal Services increasing the total not-to-exceed amount by \$929,882.11 and with a new contract total of \$2,020,000 and extend the term to December 31, 2029; and
 - c) Authorize the Mayor and City Clerk to execute the amendment.

[Staff Report](#)

[Attachment A - Amended Rate Sheets](#)

[Attachment B - Amendment No. three to Commercial Refuse Removal Services Agreement with CR&R, Inc](#)

7. Ocean Pier Maintenance - Award of Contract No. 9759-3 (25H03)

- a) Find 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 this project has no potential to have a significant effect on the environment;
- b) Approve the project plans and specifications;
- c) Award Contract 9759-3 to Jilk Heavy Construction, Inc. for the total bid price of \$549,240 for the 2025-2026 Ocean Pier Maintenance, and authorize the Mayor and City Clerk to execute the contract; and
- d) Establish a contingency of \$165,000 to cover the cost of unforeseen work not included in the original contract.

[Staff Report](#)

[Attachment A - Location Map](#)

8. Approval of Amendment No. Seven Contract Time Extension with Robert Coffee Architects and Associates

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Approve Amendment No. Seven to the Professional Services Agreement with Robert R. Coffee Architects and Associates for Library Lecture Hall Design and contract administration services adding \$92,440 to the not-to-exceed amount of \$1,236,155; extending the contact expiration from March 31, 2026, to August 31, 2026; and authorizing the Mayor and City Clerk to execute the agreement.

[Staff Report](#)

[Attachment A - Amendment No. 7](#)

9. Approval of Amendment No. Two to On-Call Professional Services Agreements with RJM Design Group, Inc and BGB Design Group, Inc. for Landscape Architecture Services (Contract Nos. 8890-3 and 8890-2)
 - 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 Amendment No. Two to On-Call Professional Services Agreement with RJM Design Group, Inc for Landscape Architecture Services for an additional five years and \$312,500 for a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreement.
 - c) Approve Amendment No. Two to On-Call Professional Services Agreement with BGB Design Group, Inc. for Landscape Architecture Services for an additional five years and \$312,500 for a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreement.

Staff Report

[Attachment A - Amendment No. Two with RJM Design Group, Inc.](#)

[Attachment B - Amendment No. Two with BGB Design Group, Inc.](#)

10. Amendment to Trash and Recycling Container Removal Services Contract with CR&R Inc. (Contract No. 8549-1)
 - 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;
 - b) Approve Amendment No. Two to Agreement with CR&R, Incorporated for Trash and Recycling Container Removal Services increasing the total not-to-exceed amount by \$2,367,140 and with a new contract total of \$5,720,000 and extend the term to December 31, 2029; and
 - c) Authorize the Mayor and City Clerk to execute the amendment.

Staff Report

[Attachment A - Amended Rate Sheet](#)

[Attachment B - Amendment No. Two](#)

11. **Amendment No. Four to Beach Container Refuse Collection Service Contract with Rainbow Disposal Co., Inc. (Contract No. 4709)**
 - 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 Amendment No. Four to Agreement with Rainbow Disposal Co. for Beach Container Refuse Collection Service increasing the total not-to-exceed amount by \$694,494.27 and with a new contract total of \$3,740,000, and extend the term to December 31, 2029; and
 - c) Authorize the Mayor and City Clerk to execute the amendment.

[Staff Report](#)

[Attachment A - Amended Rate Sheet](#)

[Attachment B - Amendment No. Four to Beach Container Refuse Collection Service with Rainbow Disposal Co.](#)

12. **Professional Services Agreement with Infosend, Inc. For Document Printing, Mailing Services, and Online Presentment**
 - 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 Professional Services Agreement with InfoSend, Inc. for Document Printing, Mailing Services and Online Presentment for the initial; three years term ending January 27, 2029, with two optional one-year terms, and total not-to-exceed amount of \$810,000; and authorize the Mayor and City Clerk to execute the agreement.

[Staff Report](#)

[Attachment A - Agreement](#)

MISCELLANEOUS

13. Central Library Air Handler Replacement - Notice of Completion for Contract No. 9691-1

- 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](#)

14. Planning Commission Agenda for the January 22, 2026, Meeting

Receive and file.

[PC Agenda](#)

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

IV. PUBLIC HEARINGS

15. Resolution No. 2026-06 - Revising Certain Fee Notations within the Schedule of Rents, Fines and Fees

- 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. 2026-06, *A Resolution of the City of Newport Beach, California, Correcting Certain Scrivner's Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines, and Fees*.

[Staff Report](#)

[Attachment A - Resolution No. 2026-06](#)

[Attachment B - Redline of Proposed Revisions to SRFF](#)

V. CURRENT BUSINESS

16. Appointments 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) Appoint two of the nominated applicants Eros Bilyen, Andy Boyum, Timothy Burnham and Daniel Gorczyca to fill two unscheduled vacancies on the Water Quality/Coastal Tidelands Committee with one term ending June 30, 2029 and another one for a term ending June 30, 2027.

[Staff Report](#)

[Attachment A - Applications](#)

17. Resolution No. 2026-05 - Establishing the Fiscal Transparency Ad Hoc 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) Adopt Resolution No. 2026-05, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Fiscal Transparency Ad Hoc Committee.*

[Staff Report](#)

[Attachment A - Resolution No. 2026-05](#)

[Attachment B - Survey of Orange County Cities](#)

[Attachment C - Finance Committee Items Discussed in Calendar Years 2024 & 2025](#)

18. Certification of Referendum Petition on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, CA and Consideration of Council Action Options

- a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080, and Sections 15060(c) (1), (2) and (3) and 15378 (b)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly;
- b) Authorize City staff to prepare and execute a budget amendment, as needed, to implement the City Council's selected course of action and to appropriate sufficient funds to cover associated costs based on the option approved by the City Council;
- c) Accept the certification of the Orange County Registrar of Voters as to the verification of signatures of the Referendum Petition; and
- d) Take one of the following actions:
 - (i) Adopt a Resolution Repealing City Council Resolution 2025-71;
 - (ii) Call a Special Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) Resolution *Calling for and Giving Notice of a Special Municipal Election to be held on June 2, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Authorize the County Elections Official to Consolidate the Special Municipal Election with the Statewide Primary Election to be Held on the Same Date*; (2) Resolution *Directing the City Attorney to Prepare an Impartial Analysis of a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026, and Providing for the Deadlines for Filing of the Impartial Analysis and Written Arguments For and Against the Referendum Measure*; and (3) Resolution *Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026*; or
 - (iii) Call a General Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) Resolution *Calling for and Giving Notice of a General Municipal Election to be Held on November 3, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Consolidate the General Municipal Election to be Held on the Same Date*; (2) Resolution *Directing the City Attorney to Prepare an Impartial*

Analysis of a Referendum to Be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026, and Providing for the Deadlines for Filing the Impartial Analysis and Written Arguments For and Against the Referendum Measure; and (3) Resolution Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026.

Staff Report

Attachment A - Initiative Petition

Attachment B - Certificate as to Verification of Signatures

Attachment C - Resolution Repealing Resolution 2025-71

Attachment D - Resolution Calling and Giving Notice of June 2, 2026, Special Municipal Election

Attachment E – Resolution Calling and Giving Notice of November 3, 2026, General Municipal Election

Attachment F - Resolution Directing City Attorney to Prepare Impartial Analysis and Setting Deadlines for Arguments

Attachment G - Resolution Rebuttal Arguments

VI. 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

VII. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL

ANTICIPATED LITIGATION - INITIATION OF LITIGATION

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

B. CONFERENCE WITH LABOR NEGOTIATORS

(Government Code § 54957.6): 1 matter.

Agency Designated Representative: Seimone Jurjis, City Manager.

Employee Organizations: Newport Beach City Employee Association and Newport Beach Professional and Technical Employees Association.

CLOSED SESSION REPORT

ADJOURNMENT - In Memory of Carol Catherine McDonald

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 January 13, 2026

I. ROLL CALL – 4:00 p.m.

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

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.

Councilmember Weigand recused himself from participating in this item due to a conflict of interest.

Planning Manager Ben Zdeba and Real Property Administrator Lauren Wooding Whitlinger presented the item and referenced a PowerPoint presentation.

Planning Manager Zdeba provided a brief background on when the City's wireless ordinance was last updated, noted a significant shift toward increased data usage over time, and listed recent service provider challenges. He reviewed a three-pronged approach to make connectivity a priority including code updates, policy updates, and partnerships.

Real Property Administrator Whitlinger discussed the policy component, explaining that Council Policy L-23 provides direction on how city-owned properties may be used for telecommunication installations. Proposed updates would exempt these properties from planning and zoning code compliance, streamline the approval process by removing the 45-day Council notification period, update the list of eligible sites, and reflect current federally set rates for installations.

Regarding partnerships, staff proposed issuing an RFP to identify city-owned sites where carriers could partner with the City and each other to co-locate new macro site installations.

PUBLIC COMMENTS

Jim Mosher expressed concerns about removing public notice requirements, citing his personal experience with a cell site installation that had been approved without resident notification. He emphasized the importance of public input in the approval process.

Adam Leverenz thought residents should have the opportunity to give their input on proposed sites and noted potential future public health considerations.

Alicia Lucas expressed support for the updates and emphasized the need for improved cellular connectivity for working families.

Laurie expressed concern for public health and was not supportive moving forward.

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Councilmember Grant requested clarification on the approval process, noticing requirements, and the objection process.

Real Property Administrator Whitlinger explained that the carriers are still required to provide notices to residents within a 300-foot radius of the site and the City would consider objections in writing.

Mayor Pro Tem Blom thanked staff for their presentation, emphasized the necessity to improve connectivity throughout the City, supported the code changes, but was not supportive of moving forward with an RFP.

Councilmember Weber supported code updates and did not support an RFP.

Mayor Kleiman noted the importance of advancing technological innovations while protecting neighborhoods, reiterated the necessity for updating outdated City policies and noted the importance of striking a balance in maintaining transparency and public participation processes.

This item was approved by a straw vote of 6-0-1, with Councilmember Weigand recused.

INVOCATION – Dave Manne, Pastor Emeritus - Calvary Chapel of Costa Mesa

PLEDGE OF ALLEGIANCE – Councilmember Barto

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

George Leslie commented on the Finance Committee meeting suspension item, expressing concerns regarding suspending future meetings and suggested enhancing transparency by announcing upcoming Finance Committee meetings at City Council meetings and having regular updates presented to Council.

Jim Mosher also expressed concerns about suspending Finance Committee meetings and thought the lack of paper copies of agendas and agenda materials resulted in less transparency.

Steven Gerard spoke about the concept of "USA personhood cities" and extended an invitation for citizens to sign a petition related to this initiative.

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

Councilmember Barto

- Spoke on the Baybridge Project scheduled for completion in early spring.
- Shared Water Quality/Coastal Tidelands Committee updates and thanked outgoing members.

Councilmember Grant

- Announced the start of Newport Beach Restaurant Week taking place from January 15, 2026 – January 25, 2026.

Councilmember Stapleton

- Congratulated Visit Newport Beach and the Newport Beach Chamber of Commerce on the successful 117th Christmas Boat Parade.
- Acknowledged Newport Beach Foundation's hosting of 200 meals for the police and fire departments.
- Congratulated Utilities Director Mark Vukojevic on completing the Marcus Avenue Oil Capping Project.
- Announced progress regarding the Lower Bay Dredging Project and thanked staff for their work.

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- Announced a Finance Committee meeting to take place on Thursday, January 15, 2026, at 3:00 p.m.

Mayor Kleiman

- Echoed congratulations to Utilities Director Vukojevic on completing the Marcus Avenue Oil Capping Project.
- Reported on her participation in her first Orange County Transportation Authority (OCTA) meeting.

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).

Mayor Kleiman asked City Manager Seimone Jurjis to briefly clarify the procedure relating to A1 items.

City Manager Jurjis clarified that this was a procedural request to place the item on a future agenda, not a deliberation on the substance of the item.

This item was approved by a straw vote of 4-3.

In favor: Blom, Weber, Kleiman, Weigand.

No vote/abstained: Barto, Grant, Stapleton

PUBLIC COMMENTS ON CONSENT CALENDAR

Adam Leverenz appreciated the change in procedure relating to allowing the public to speak prior to entertaining a motion on the consent calendar, commented on Agenda Item 11 (*Accept a Restricted Donation from the Newport Beach Police Foundation and Approve Purchase of New Patrol Rifles*) and urged consideration of affordable housing as to Agenda Item 14 (*Authorizing Receipt of Services Under the Regional Early Action Planning (REAP) 2.0 Program for Housing Element Implementation*).

Jim Mosher expressed concern about regarding changes to agenda items and questioned whether the resolution was to be modified relating to Agenda Item 4 (*Resolution No. 2026-1: Updating the List of Designated Employees for 2026 Under the City's Conflict of Interest Code*).

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.

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*

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- 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.*

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.*
- 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.*

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.
- 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.
- 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.

9. Item pulled from the Consent Calendar.

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.

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; and
- 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 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.

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 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.

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; 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.

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.

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 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) Receive and file.

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.

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.

Motion by Mayor Pro Tem Blom, seconded by Councilmember Weber, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; and removal of Agenda Item 9 for further discussion at the request of Councilmember Stapleton.

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

City Clerk Lena Shumway read the adopted ordinance.

ITEMS REMOVED FROM THE CONSENT CALENDAR

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.

Councilmember Stapleton requested clarification regarding the item.

Public Works Director Dave Webb explained that there was a previous amendment associated with the item.

Motion by Councilmember Stapleton, seconded by Mayor Pro Tem Blom, to a) 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.

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

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.

Councilmember Stapleton recused himself based on a conflict of interest due to real property interests.

Mayor Kleiman recused herself based on her husband's business relationship within the area.

Mayor Pro Tem Blom chaired the meeting at this point.

Principal Planner Liz Westmoreland referenced a PowerPoint presentation and provided a brief report on the item.

Mayor Pro Tem Blom appreciated staff's efforts and thought this was a great first step.

Councilmember Weigand noted the importance of defining this new village, emphasized the importance of public outreach, and suggested various amenities to consider.

Councilmember Grant noted the need to remain proactive and thanked staff for beginning this process.

PUBLIC COMMENTS:

Adam Leverenz was in favor of mixed-use development, encouraged fulfilling RHNA numbers, and mentioned noise and traffic considerations.

Jim Mosher commented on public outreach in the area and recommended postponing the contract until the pending federal court case is resolved.

Adriana Forshay expressed support for the specific plan and requested that outreach include all property owners in the area.

Motion by Councilmember Weigand, seconded by Mayor Pro Tem Blom, to a) 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 b) 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.

The motion carried by the following vote: 5-0-2 (Councilmember Stapleton and Mayor Kleiman recused)

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; 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.

Motion by Mayor Pro Tem Blom, seconded by Councilmember Barto, to a) 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.

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

VII. MOTION FOR RECONSIDERATION – None

PUBLIC COMMENTS ON CLOSED SESSION

There were no 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

City Attorney Harp reported that there were no reportable actions taken during Closed Session.

ADJOURNMENT – In memory of Hugh Logan

Meeting adjourned at 5:34 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 January 8, 2026, at 12:00 p.m.

Lauren Kleiman
Mayor

Lena Shumway
City Clerk



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 3

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Charles Springer, Senior Management Analyst - 949-718-3466,
cspringer@newportbeachca.gov

TITLE: Ordinance No. 2026-01 Modifying Provisions Related to Temporary Street Closures and City Franchised Solid Waste Management

ABSTRACT:

The City Council's Ad Hoc Refuse Committee (Committee) recommends a proposed ordinance to update the Newport Beach Municipal Code (NBMC) sections pertaining to commercial franchise waste hauling. The proposed NBMC changes are in response to concerns raised about commercial franchise system access and self-hauling flexibility. The ordinance addresses/updates definitions, changes to exclusion and eligibility language, and provides enforcement authority for temporary street closure permits.

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) Introduce *Ordinance No. 2026-01, An Ordinance of the City Council of the City of Newport Beach, California, Amending Chapters 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling*, and pass to second reading on February 10, 2026.

DISCUSSION:

The Committee, comprised of Councilmember Grant, Councilmember Barto and staff reviewed concerns brought forth regarding NBMC language limitations pertaining to commercial franchise refuse hauling. The concerns discussed included insufficient coverage based on current code definition language, the inability to sufficiently enforce temporary street closure permits, and commercial franchise system accessibility issues relating to codified franchise entry barriers based on operational history. The Committee reviewed specific municipal code sections and identified solutions to support improved inclusiveness of prospective haulers, update definition language to meet the needs of the present-day development environment and further clarify self-hauling concepts, reduce

the over-penalization of formerly non-compliant haulers and provide an enforcement mechanism for non-compliant temporary street closure permittees.

Proposed Ordinance Changes to NBMC Chapter 12.62

Chapter 12.62 of the NBMC provides for temporary street closures for public streets or alleys within the Newport Beach. Chapter 12.62 was adopted in 1968 with the most recent amendments in 1985. A summary of the areas covered by Chapter 12.62 includes chapter purpose, application requirements, permit issuance requirements and process, an appeal and review process, and ramifications of improper or overextended street or alley closures.

The Committee has identified a need to enhance the City of Newport Beach's (City) ability to enforce the requirements of Chapter 12.62. This code section allows contractors to place temporary waste containers in public streets or alleys as long as a permit is issued and an authorized City franchise hauler is utilized. The changes proposed for Chapter 12.62 include adding grounds for permit revocation. Specifically, a permit may be revoked if the permittee has ceased to meet the requirements for permit issuance, provided false information or made a misrepresentation of a material fact in the application, or the activity associated with the street closure permit creates a public nuisance that constitutes a health or safety hazard.

Proposed Ordinance Changes to NBMC Chapter 12.63

Chapter 12.63 of the NBMC provides a franchise requirement for companies providing solid waste handling services within the City. Chapter 12.63 was initially adopted in 1985 with most recent amendments in 2023. The chapter encompasses 18 sections, but only three will reflect modifications; 12.63.020 Definitions, 12.63.080 Required Findings, and 12.63.150 Exclusions. Prospective haulers have indicated that the code, as written, creates a significant barrier to entry in the context of the current development and waste collection environment.

One step in becoming a commercial franchise hauler is obtaining City Council approval of an application if the required findings are met. At present, if the applicant is found to be operating a solid waste enterprise in the city without a franchise, the applicant would not meet the required findings to be a City franchisee for the next three years. The Committee is proposing the three-year exclusion only apply to enterprises that have been terminated or received two or more administrative citations within the past year. If a prospective hauler was unaware of the non-exclusive commercial franchise system and was found conducting work in the city, this revised approach provides an avenue for notification/education and to work toward becoming a City-approved commercial franchise hauler. Additionally, the City commercial franchise hauler system was not designed or intended to support material volumes generated by public agency construction projects. For this reason, the Committee is proposing adding an exclusion

Ordinance of the City Council of the City of Newport Beach, California, Amending
Chapters 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste
Management) of the Newport Beach Municipal
January 27, 2026
Page 3

for City and other public agency construction projects from required use of City
commercial franchise haulers.

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. 2026-01
Attachment B – Chapter 12.62 Redline
Attachment C – Chapter 12.63 Redline

ORDINANCE NO. 2026-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING CHAPTER 12.62 (TEMPORARY STREET CLOSURE) AND CHAPTER 12.63 (SOLID WASTE MANAGEMENT) OF THE NEWPORT BEACH MUNICIPAL CODE RELATED TO SOLID WASTE HAULING

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the 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 ("State");

WHEREAS, pursuant to Article XIII of the City Charter, Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code ("NBMC"), and California Public Resources Code Sections 40059, 49300, and 49500, *et seq.*, the City is authorized to grant franchises via ordinance and enter into non-exclusive franchise agreements for commercial franchise services with private solid waste haulers;

WHEREAS, the City Council adopted a model non-exclusive commercial solid waste franchise agreement in 2017 that was updated in 2019 to meet the State's mandated solid waste diversion requirements for private solid waste haulers and, thereafter, entered into franchise agreements with a number of commercial solid waste franchise haulers;

WHEREAS, the California Integrated Waste Management Act of 1989 codified in the California Public Resources Code Section 40000, *et seq.*, as amended, mandates local governments divert solid waste, with the diversion requirements increasing from 25% when initially enacted to a goal of 50% in 2025;

WHEREAS, the City continues to consider ways to meet the State mandated diversion requirements;

WHEREAS, the Refuse Ad Hoc Advisory Committee is addressing ways to improve solid waste handling services, including meeting diversion requirements and facilitating legal operation of franchise hauling within the City; and

WHEREAS, the City Council desires to amend various provisions of Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the NBMC as provided herein.

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

Section 1: The provisions of Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the NBMC, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, are hereby amended.

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 was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 27th day of January, 2026, and adopted on the 10th day of February, 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(s): Exhibit A – NBMC Chapters 12.62 and 12.63 Amendments

EXHIBIT A

NBMC CHAPTERS 12.62 AND 12.63 AMENDMENTS

1. Section 12.62.030 (Issuance of Permit) of the Newport Beach Municipal Code is amended to read as follows:

12.62.030 Issuance of Permit.

The City Manager may issue a permit if the City Manager determines that the granting of the application for the time and location requested will not unreasonably inconvenience the public, create unusual traffic or policing problems, or interfere with the peace and quiet of the surrounding neighborhood. If the City Manager determines not to issue a permit, the City Manager may either deny the same or refer the application to the City Council for a decision. If the City Manager decides to not issue the permit, the City Manager shall notify the applicant in writing, in the manner provided in Section 1.08.080, of the City Manager's decision to deny the permit and of the right to appeal said decision to the City Council or, if the matter is referred to the City Council, the date, time and location the application will be considered by the City Council.

If the City Manager issues a permit, the City Manager may impose such conditions in connection with its issuance as the City Manager deems reasonably necessary to ensure that the activity or special event will be conducted in an orderly manner with a minimum of inconvenience to the public. In addition, the City Manager may require that the permittee provide:

- A. Insurance, which types and amounts shall be determined by the Risk Manager.
- B. A security deposit to be used to reimburse the City for all extraordinary costs resulting from the activity or special event, such as placing and removing barricades, extra traffic control or police protection, and street sweeping and cleanup.

In addition to any fine or penalty that may be imposed pursuant to any provision of this Code, the City Manager may revoke a temporary street closure permit on the following grounds:

1. The permittee has ceased to meet the conditions of the permit;
2. The permit holder has provided false information or made a misrepresentation of a material fact in the application for the permit; or
3. The street closure permit activity creates a public nuisance that constitutes a health or safety hazard.

2. Section 12.62.040 (Appeal and Call for Review) of the Newport Beach Municipal Code is amended to read as follows:

12.62.040 Appeal and Call for Review.

If an applicant is aggrieved by any action or failure to act upon the part of the City Manager in issuing, failing to issue, suspending or revoking any permit under this chapter, such applicant may appeal to the City Council by filing with the City Clerk and paying the fee, established by resolution of the City Council within the timeframes specified below, a statement addressed to the City Council setting forth the facts and circumstances regarding the action or failure to act on the part of the City Manager. A member of the City Council, in their official capacity, may call for review any action of the City Manager in issuing, failing to issue, suspending, or revoking any permit under this chapter for the purpose of bringing the matter in front of the entire body for review. A call for review shall be filed with the City Clerk on a form provided by the Clerk. The City Clerk shall notify the applicant in writing by certified mail of the time and place set for hearing his appeal or call for review. The City Council, at its next regular meeting, held not less than five (5) days from the date on which such appeal or call for review shall have been filed with the City Clerk shall hear the applicant, the City Manager, and all relevant evidence. The City Council may sustain, overrule, or modify the action of the City Manager, and the decision of the City Council shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5.

The right to appeal or call an item for review regarding the denial, suspension or revocation of any permit required by this chapter shall terminate upon the expiration of fifteen (15) days following the notification of the applicant of the action of the City Manager and of the right to appeal such action to the City Council, which notice shall be served in the manner provided in Section 1.08.080.

3. The definitions of “Back-haul,” “Back hauler,” “Permitted processing facility,” “Self-hauler,” and “Small hauler” are added and definitions of “Collect,” “Commercial premises,” and “Container” are amended in Section 12.63.020 (Definitions) of the Newport Beach Municipal Code to read as follows:

“Back haul” means generating and transporting organic waste or retail waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66).

“Back hauler” means a person that back hauls.

“Collect” or “collection” means the operation of gathering together and/or transporting by means of a motor vehicle, trailer, or other means, any solid waste or recyclable material.

“Commercial premises” means all occupied real property in the City including, without limitation, multi-unit residential developments (including housing projects containing or consisting of four (4) or more attached units, whether apartment houses, condominiums, or mixed use projects, mixed use condominiums and rental housing, and which use commercial solid waste containers), wholesale or retail establishments, restaurants, other food establishments, bars, stores, shops, offices, mechanized manufacturing facilities, repair, research and development or professional services, sports or recreational facilities, industrial facilities, and construction and demolition sites; but shall not include property occupied by governmental agencies which do not consent to their

inclusion, and residential premises which receive solid waste collection services using residential solid waste containers.

“Container” means any vessel, tank, receptacle, box, bin, or cart used or intended to be used in the storage or collection of recyclable materials or in the process of recycling, or for the purpose of holding solid waste for storage or collection.

“Permitted processing facility” means a processing facility for diverted materials that holds all required Federal, State, and local permits and is operating in accordance with all permit requirements. A permitted processing facility includes, but is not limited to, materials recovery facilities (clean MRFs), mixed waste processing materials recovery facilities (dirty MRFs), composting facilities, anaerobic digestion facilities, publicly owned treatment works that accept food scraps and/or bioengineered feedstock for digestion, and processing facilities for construction and demolition debris.

“Self hauler” means a person that transports solid waste he or she has generated to a permitted processing facility. Self hauler also includes a person who back hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66).

“Small hauler” means a property owner or lessee that transports a de minimis amount, which is defined as not greater than fifty (50) cubic feet, of solid waste generated from a home or commercial renovation or construction project that does not require a building permit at the property owned or leased by him or her.

4. Section 12.63.080 (Required Findings) of the Newport Beach Municipal Code is amended to read as follows:

The City Council shall approve or conditionally approve an application for a franchise if, on the basis of the application, information materials, and testimony submitted, the City Council finds:

- A. That the application complies with this chapter;
- B. That the applicant or any person responsible for the management of the entity submitting the application has not within the past three years: (1) had a franchise for commercial solid waste handling services terminated by the City; and/or (2) received two (2) or more administrative citations within the past twelve (12) months for operating a solid waste enterprise within the City without a franchise;
- C. That awarding the franchise is in accord with the objectives of this chapter;
- D. That granting of such franchise will not, under the circumstances of the particular case, materially affect adversely the health or safety of persons residing or working in the City or be materially detrimental to the public welfare or injurious to property or public improvements; and
- E. That the applicant has sufficient experience, equipment or recycling plan to safely comply with the requirements of the franchise agreement.

5. Section 12.63.150 (Exclusions) of the Newport Beach Municipal Code is amended to read as follows:

- A. Gardener's Exclusion. No provision of this chapter shall prevent a gardener, tree trimmer or person providing a similar service from collecting yard waste, as an incidental portion of providing such gardening, tree trimming or similar service.
- B. Commercial Recycler Exclusion for Source-Separated Recyclables. No provisions of this chapter shall prevent a recycling business from contracting to collect source-separated recyclables that are donated or sold to that recycling business by a commercial enterprise. "Source-separated recyclables" within the meaning of this subsection means recyclables which have been separated by a commercial business on its premises from solid waste for the purpose of sale or donation, which have not been mixed with or contain more than incidental or minimal solid waste, and which do not have a negative market value inclusive of collection, transportation, and disposition costs. This exclusion does not apply if the material collected is hauled for a net fee. Any recycling business qualifying for the exclusion shall meet all other requirements to operate in the City, including, but not limited to, a business license.
- C. Back hauler, Self hauler, and Small hauler Exclusion. No provision of this chapter shall apply to a back hauler, self hauler, or small hauler that meets the strict definition as those terms are defined in Section 12.63.020 (Definitions). Under no circumstances may a back hauler, self hauler, or small hauler collect, transport or dispose of solid waste that has not been generated by them and/or does not legally belong to them. All solid waste must be handled, diverted and disposed of in a manner compliant with all Federal, State, or local laws related to solid waste handling and disposal. This exclusion shall not apply to any person that has obtained a building permit and is required to pay the demolition deposit under Section 15.02.085. Any person qualifying for this exclusion shall meet all other applicable requirements to operate in the City.
- D. Capital Improvement Project Exclusion. The provisions of this chapter shall not apply to solid waste handling services on a Federal, County of Orange, State of California, or City capital improvement project provided that the contractor complies with all Federal, State, and local requirements related to handling and disposal of solid waste.

12.62.010 Permit for Temporary Street Closure.

No person shall temporarily close any portion of a public street or alley to vehicular or pedestrian traffic for the purpose of conducting a street dance, neighborhood party, commercial promotional activity or special event, storage of construction materials, storage or operation of construction equipment or for any other purposes without first obtaining a permit from the City ManagerDirector of Public Works as hereinafter provided. The requirements of this chapter shall not be applicable to governmental agencies.

In addition to any fine or penalty that may be imposed pursuant to any provision of this Code, a temporary street closure permit may be revoked on the following grounds:

1. The permittee has ceased to meet the requirements for issuance of permit
2. The permit holder has provided false information or made a misrepresentation of a material fact in the application.
3. The street closure permit activity creates a public nuisance that constitutes a health or safety hazard.

12.63.020 Definitions.

For purposes of this chapter, certain terms are defined as follows:

“Back-haul” means generating, collecting and transporting organic waste or retail related waste to a destination owed and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66).

“Collect” or “collection” means the operation of gathering together and/or transporting by means of a motor vehicle, trailer or other means, any solid waste or recyclable material.

“Commercial premises” means all occupied real property in the City including, without limitation, multiple housing multi-unit residential developments (including housing projects containing or consisting of four or more attached units, whether apartment houses, condominiums, or mixed use projects, mixed use condominiums and rental housing, and which use commercial solid waste containers), wholesale or retail establishments, restaurants, other food establishments, bars, stores, shops, offices, mechanized manufacturing facilities, repair, research and development or professional services, sports or recreational facilities, industrial facilities, and construction and demolition sites; but shall not include property occupied by governmental agencies which do not consent to their inclusion, and residential premises which receive solid waste collection services using residential solid waste containers.

“Commercial solid waste container” means any container for the temporary accumulation and collection of solid waste.

“Commercial solid waste handling services” means the collection, transportation, storage, transfer, disposal or processing of solid waste by private solid waste enterprises, and shall include, without limitation, the placement of commercial solid waste containers on public property.

“Container” means any vessel, tank, receptacle, box, or bin or cart used or intended to be used in the storage or collection of recyclable materials or in the process of recycling, or for the purpose of holding solid waste for storage or collection.

“Franchise fee” means the fee or assessment imposed by the City on the franchisee, which among other things, is intended to offset the City’s expenses related to the administration of the franchise agreement, the integrated waste management program, the maintenance and implementation of the City’s source reduction and recycling element, compliance with the California Integrated Waste Management Act, California Public Resources Code, Division 30, Section 40000 et seq., to compensate the City for damages to its streets, sidewalks, curbs and gutters and other infrastructure resulting from the franchisee’s

exercise of its rights under the franchise, reporting requirements and other related expenses.

“Franchisee” means any person granted a franchise by the City Council pursuant to Article XIII of the City Charter and this chapter.

“Garbage” means kitchen and table wastes, and animal or vegetable wastes that result from the storage, preparation, cooking or handling of food or edible items.

“Green waste” means any debris that is composed of organic material or plantlike matter which is a result of seasonal variations, landscape or gardening activities. This waste is to include, without limitation, grass clippings, leaves, shrubs, trees, branches, stumps, flowers, plant stalks and wood.

“Gross receipts” means all money, whether paid by cash, check, debit or credit, or other consideration collected from customers by franchisee that relates in any way to commercial solid waste handling services, whether the commercial solid waste handling services occur wholly or partially within the City, including, but not limited to, collection, removal, and/or disposal of garbage, solid waste, construction and demolition debris, green waste, industrial waste, roofing materials, trash, litter, refuse and/or rubbish, as well as fuel surcharges. Gross receipts shall also include all money received by any person other than the franchisee, where the money was paid to the person to avoid the franchisee’s obligations under this chapter and/or the franchise. Gross receipts shall not include, or if included there shall be deducted (but only to the extent they have been included), the following: (1) if any sales taxes are levied on the franchisee’s commercial solid waste handling services in the City, the amount of State sales taxes collected in connection with the commercial solid waste handling services in the City and remitted to the State pursuant to State law; (2) the amount of documented bad debt write-offs due to uncollectible accounts for commercial solid waste handling services in the City, not to exceed three percent of gross receipts; and (3) revenues collected for commercial solid waste handling services provided on behalf of the City through a written contract.

“Hazardous waste” means any substance or waste materials or mixture of wastes defined as “hazardous,” a “hazardous substance” or “hazardous waste” pursuant to California Public Resources Code Section [40141](#), the Resource Conservation and Recovery Act (“RCRA”), [42](#) U.S.C. Section [6901](#) et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), [42](#) U.S.C. Section [9601](#) et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act (“HSAA”), codified at California Health and Safety Code Section [25300](#) et seq.; and all future amendments to any of them, or as defined by the Environmental Protection Agency, the California Legislature, the California

Integrated Waste Management Board, the Department of Toxic Substances Control or other agency of the United States Government or the State of California empowered by law to classify or designate waste as hazardous. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "hazardous substance" or "hazardous waste" shall be construed to have the broader, more encompassing definition.

"Industrial waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, or solid waste placed in commercial solid waste containers excluding hazardous waste.

"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Recycling requirements" means the obligations imposed by or upon the City pursuant to State law, ordinance, resolution, policy, plan or program relative to recycling all, or a portion, of the solid waste stream generated within the City including, without limitation, State mandates to recycle fifty (50) percent of the solid waste generated within the City's jurisdiction and the provision of City-approved recycling services to all customers.

"Rubbish" means and includes without limitation the following items: all waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all other similar articles which will burn by contact with flames or ordinary temperature; ashes, crockery, china, pottery, metal wire and other similar materials which are rejected by the owner or producer thereof.

"Small Hauler" means an owner or lease of a property that intends to haul de minimis waste or construction debris that has been generated from a home or commercial project, renovation, or construction project.

"Self Hauler" means a person who hauls solid waste, organic waste or recyclable material he or she has generated to a State permitted or State certified processing facility. Self Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66)

"Solid waste" means all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from residential, commercial, and/or industrial premises, including, but not limited to, garbage, trash, refuse, paper, rubbish, ashes, industrial waste, green waste, demolition and

construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. This excludes liquid wastes, abandoned vehicles and hazardous, biohazardous and biomedical wastes.

“Solid waste enterprise” means any individual, firm, partnership, corporation, joint venture, limited liability company or other business entity providing commercial solid waste handling services in the City.

“SRRE” means the source reduction and recycling element of the integrated waste management document for the City prepared and updated pursuant to the California Public Resources Code. (Ord. 2023-22 § 569, 2023; Ord. 2013-11 § 58, 2013; Ord. 2007-5 § 1 (part), 2007)

12.63.080 Required Findings.

The City Council shall approve or conditionally approve an application for a franchise if, on the basis of the application, information materials, and testimony submitted, the City Council finds:

- A. That the application complies with this chapter;
- B. That the applicant or any person responsible for the management of the entity submitting the application has not within the past three years: (1) had a franchise for commercial solid waste handling services terminated by the City; and/or within the past one year received two or more Adminstrative Citations (2) operated a solid waste enterprise within the City without a franchise;
- C. That awarding the franchise is in accord with the objectives of this chapter;
- D. That granting of such franchise will not, under the circumstances of the particular case, materially affect adversely the health or safety of persons residing or working in the City or be materially detrimental to the public welfare or injurious to property or public improvements; and
- E. That the applicant has sufficient experience, equipment or recycling plan to safely comply with the requirements of the franchise agreement. (Ord. 2007-5 § 1 (part), 2007)

12.63.150 Exclusions.

A. Gardener's Exclusion. No provision of this chapter shall prevent a gardener, tree trimmer or person providing a similar service from collecting yard waste, as an incidental portion of providing such gardening, tree trimming or similar service.

B. Commercial Recycler Exclusion for Source-Separated Recyclables. No provisions of this chapter shall prevent a recycling business from contracting to collect source-separated recyclables that are donated or sold to that recycling business by a commercial enterprise. "Source-separated recyclables" within the meaning of this subsection means recyclables which have been separated by a commercial business on its premises from solid waste for the purpose of sale or donation, which have not been mixed with or contain more than incidental or minimal solid waste, and which do not have a negative market value inclusive of collection, transportation, and disposition costs. This exclusion does not apply if the material collected is hauled for a net fee. Any recycling business qualifying for the exclusion shall meet all other requirements to operate in the City, including, but not limited to, a business license.

C. Small Hauler Exclusion. No provision of this chapter shall apply to any person a small hauler. This exclusion does not apply to any person that has obtained a building permit and is required to pay the demolition deposit under Section 15.02.085. Under no circumstances may a small hauler collect, transport or dispose of waste or construction debris that has not been generated by them and or does not legally belong to them. Small haulers shall not share, place waste or debris in a receptacle, dumpster or container of another person or business. All waste and debris must be handled and disposed in a manner compliant with all local, State and Federal laws related to solid waste diversion and construction and demolition debris. providing commercial solid waste handling services or conducting a solid waste enterprise if the total tonnage of solid waste collected, transported, stored, transferred, disposed of and/or processed by such person does not exceed three and a third (3 1/3) tons in any calendar month. Any person qualifying for this exclusion shall meet all other requirements to operate in the City, including, but not limited to, a business license.

D. Franchise Fee Government Entity Exclusion. Payment of franchise fees and environmental liability fund fees pursuant to Section 12.63.090 are waived under any contract approved by the City Council to provide commercial solid waste handling services for the City. (Ord. 2007-5 § 1 (part), 2007) No provision of this chapter shall apply to any commercial solid waste handling services that meet all Federal and state laws related to solid waste diversion, construction and demolition debris and are contracted by a Federal, State, County, agency or the City.



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 4

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org

PREPARED BY: Katie Eing, Emergency Services Coordinator - 949-644-3670, keing@nbpd.org

TITLE: Resolution No. 2026-03: Approval of the 2024 Urban Areas Security Initiative Grant Program Transfer Agreement

ABSTRACT:

The Federal Urban Areas Security Initiative (UASI) Grant Program provides funding to select high-threat, high-density urban areas in order to address needs related to preventing, protecting against, responding to, and recovering from threats or acts of terrorism. The grant is managed through the City of Santa Ana and the City of Newport Beach is a sub-recipient. For the City Council's consideration is a resolution and grant to provide first responders with equipment and training to better prepare for a terrorist attack or natural disaster.

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) Adopt Resolution No. 2026-03, *A Resolution of the City Council of the City of Newport Beach, California, Approving the Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for Fiscal Year 2024 Urban Areas Security Initiative (UASI) between the City of Newport Beach and the City of Anaheim*; and
- c) Authorize the City Manager to sign the attached agreement.

DISCUSSION:

The UASI Grant Program was authorized by Congress in 2003 and then implemented by the U.S. Department of Homeland Security to help strengthen the nation against risks associated with potential terrorist attacks. The program dedicates funding support to select high-threat, high-density urban areas to address their unique multi-discipline planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from threats or acts of terrorism.

In Fiscal Year 2024, 33 high-threat, high-density urban areas were eligible for funding under the UASI Grant Program, including the Orange County Metropolitan Area. The

grant timeline was delayed due to the Federal government shutdown and subsequent budget delays. The City of Anaheim received a \$4,712,190 grant under the program from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) for use in the County of Orange to provide for terrorism prevention and enhancement of emergency preparedness. The City of Santa Ana is responsible for the management and administration of the UASI Grant Program which is overseen by the California Governor's Office of Emergency Services (Cal OES).

The urban areas are chosen by DHS based on a formula that considers factors such as critical infrastructure, population density, and credible threat information. Among other densely populated areas, the City of Santa Ana was selected as the "core city" for the Orange County Metropolitan Area and is responsible for the management and administration of the UASI Grant Program.

The program's FY 2024 priorities for Orange County include:

- Strengthen chemical, biological, radiological, nuclear and explosive materials (CBRNE) detection, response and decontamination capability
- Enhance information collection, analysis and dissemination
- Improve and expand critical infrastructure protection
- Citizen preparedness and participation
- Homeland security training program

The City of Newport Beach is considered an urban area sub-recipient under this grant program. Once the transfer agreement is approved, the City will be eligible to receive equipment and training.

FISCAL IMPACT:

Adopting the attached resolution is the first step required to apply for funding under the Anaheim UASI grant. If the City of Newport Beach is awarded a portion of the Santa Ana UASI grant, staff will return to the City Council when budget appropriations are necessary.

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 – Resolution No. 2026-03 with Agreement

ATTACHMENT A

RESOLUTION NO. 2026-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING THE AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR REIMBURSEMENT OF TRAINING COSTS FOR THE FISCAL YEAR 2024 URBAN AREAS SECURITY INITIATIVE (UASI) BETWEEN THE CITY OF NEWPORT BEACH AND THE CITY OF ANAHEIM

WHEREAS, the Federal Urban Areas Security Initiative (“UASI”) grant program dedicates funding to support high threat, high density urban areas to address their unique multi-discipline planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from threats or acts of terrorism;

WHEREAS, the City of Anaheim, acting through the Anaheim Police Department, in its capacity as a “Core City” for the Anaheim/Santa Ana Urban Area under the Fiscal Year (“FY”) 2024 UASI grant program, has applied for, received and accepted a \$4,731,981 grant (“Grant Funds”) entitled “FY2024 Urban Areas Security Initiative” from the Federal Department of Homeland Security (“DHS”) Federal Emergency Management Agency (“FEMA”), through the State of California Governor’s Office of Emergency Services (“Cal-OES”), for use in the County of Orange to provide for terrorism prevention and enhancement of countywide emergency preparedness;

WHEREAS, the City of Anaheim is the administrator of the FY2024 UASI grant program and distributor of the Grant Funds, and desires to distribute a portion of the Grant Funds to the City of Newport Beach (“City”) in accordance with the terms and provisions of that certain “Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for FY2024 Urban Areas Security Initiative (UASI)” in the form attached hereto as Exhibit 1 (“Agreement”);

WHEREAS, the City desires to enter into the Agreement and to use the Grant Funds in accordance with the terms and provisions of the Agreement for the purpose of, among other things, providing its first responders with equipment and training to better prepare for a terrorist threat or attack and/or natural disaster; and

WHEREAS, the terms of the UASI grant program and the Agreement require written authority from the City Council which provides certain grant assurances.

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

Section 1: The City Council does hereby approve the Agreement between the City of Anaheim and the City, in the form attached hereto as Exhibit 1.

Section 2: The City Manager is authorized and directed to execute the Agreement on behalf of the City and to take such other action as are consistent with and deemed necessary by the City Manager, in consultation with the Police Chief (or the Police Chief's duly authorized designee), to implement the Agreement, including the execution of all certifications, disclosures, grant assurances, documents, agreements, reports and instrument required under the Agreement and to administer the City's obligations, responsibilities and duties to be performed hereunder and under the Agreement.

Section 3: The City Manager, in consultation with the Police Chief (or the Police Chief's duly authorized designee), is further authorized and directed to use the Grant Funds for eligible activities as approved by the City of Anaheim, DHS, FEMA and/or Cal-OES and in accordance with terms and provisions of the Agreement.

Section 4: The City agrees (a) to provide all matching funds required for the grant project, if any, and that any cash match will be appropriated as required, (b) any liability arising out of the performance of the Agreement shall be the responsibility of the City, (c) grant funds shall not be used to supplant expenditures controlled by the City, (d) the City is authorized to apply for federal assistance, and has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application, and (e) this resolution authorizes the City Manager and Police Chief or their respective designees to execute the Agreement and program documents.

Section 5: The recitals provided in this resolution are true and correct and are incorporated into the operative part of the resolution.

Section 6: 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 section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7: The City Council finds the adoption of this resolution is not subject to the California Environment 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; and, is not a “project” as defined in Section 15378 of the CEQA Guidelines.

Section 8: This resolution shall take effect immediately upon its adoption by the city Council, and the City Clerk shall certify the vote adopting resolution

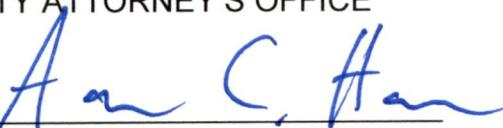
ADOPTED this 27th day of January, 2026.

Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE


Aaron C. Harp
City Attorney

Attachment: Exhibit 1 – Agreement

AGREEMENT

SUB-RECIPIENT: CITY OF NEWPORT BEACH

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2024 Standard Grant Assurances
Exhibit A-1	Standard Assurances Addendum
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying
Exhibit D	Supplemental Grant Subaward Information

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2024 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF NEWPORT BEACH

THIS AGREEMENT is made and entered into this _____ day of _____ 20_____, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF NEWPORT BEACH ("SUB-RECIPIENT").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2024 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2024 Urban Areas Security Initiative" FAIN # EMW-2024-SS-05088 under the Homeland Security Grant Program from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo>

California Office of Emergency Services "FY2024 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2024-HSGP-State-Supplement-updated-12.18.24.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist

them in building an enhanced and sustainable capacity to prevent, prepare for, protect against, and respond to threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2024 UASI Grant of \$4,731,981 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2024 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF NEWPORT BEACH ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. CITY OF NEWPORT BEACH, a municipal corporation, 100 Civic Center Drive, Newport Beach, CA 92660

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Kerrstyn Vega, Police Support Services Administrator
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1931
kvega@anaheim.net

2. The representative of CITY OF NEWPORT BEACH shall be:

Name: _____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section §412A of this Agreement attached hereto as Exhibit A and Exhibit A-1 and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with section §412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with section §412C1 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 11/12/2025 and end on 3/31/2027 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2024 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.

F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.

G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2024 Homeland Security Grant Program, as set forth above.

- H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

Contractual / Legal Remedies for Breach of Contract--Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement and/or willfully, knowingly, or negligently breach any term, condition or requirement of the Agreement, City may impose sanctions including but not limited to damages (liquidated damages and or penalties) and/or any other remedy available pursuant to the Agreement or the laws then in effect.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees,

representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that it will comply with 2 CFR 200.318(c)(1) and that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and SUB-RECIPIENT..
- E. Prior to obtaining the CITY'S approval of any subcontract, SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the CITY, SUB-RECIPIENT, the State of California, and Federal regulations regarding conflict of interest.
- G. SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for procuring this Agreement.
- H. SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. SUB-RECIPIENT agrees that no individual shall participate in any procurement activity if a real or apparent conflict of interest exists, including, but not limited to, financial or personal relationships with any entity considered for a contract.
- J. SUB-RECIPIENT shall maintain a written standards of conduct and shall take appropriate disciplinary action against any employee, officer, or agent who violates these standards. Disciplinary actions may include, but are not limited to, formal reprimand, suspension, or termination, depending on the severity of the violation.
- K. SUB-RECIPIENT shall report any violations of this agreement to the awarding agency within 5 business days of discovery and shall cooperate fully with any investigation or audit related to the incident.
- L. SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A and Exhibit A-1. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting on the FY2024 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2024-0088; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters.

"Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements.

SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970

(P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications

SUB-RECIPIENT will comply with 2 CFR 200.216 and FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

7. Lobbying Prohibited

SUB-RECIPIENT will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by SUB-RECIPIENT to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

8. Clean Air Act

SUB-RECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. SUB-RECIPIENT agrees to report any violation of the Clean Air Act to the CITY and understands and agrees that the CITY will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office. SUB-RECIPIENT further agrees to include these requirements in each subcontract exceeding \$150,000 in value financed in whole or in part with Federal assistance provided by FEMA.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2024 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987

Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-three (23) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF NEWPORT BEACH have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

By: _____

Theresa Bass
Clerk of the Council

By: _____

Rick Armendariz
Interim Chief of Police

APPROVED AS TO FORM:

By: _____

Kristin Pelletier
Chief Assistant City Attorney

SUB-RECIPIENT
CITY OF NEWPORT BEACH
UEI No. FPFYQSEFJ8M3

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

EXHIBIT A

California Governor's Office of Emergency Services FY2024 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) ~~Federal Program Notice of Funding Opportunity (NOFO);~~
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization

Initials _____

must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

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connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

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- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website (<https://www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/>):

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); and
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.**8.**

Audits

For subrecipients expending \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

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The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment -The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting -Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

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16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](#), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must

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demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

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EXHIBIT A-1

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

- (a) California Penal Code section 422.6(a);
- (b) California Penal Code section 404.6;
- (c) California Penal Code section 422(a);
- (d) California Civil Code section 52.1;
- (e) 18 U.S.C. § 249;
- (f) 42 U.S.C. § 3631;
- (g) 18 U.S.C. § 247; and
- (h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding.

Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Address: _____

Authorized Agent Signature _____

Printed or Typed Name _____

Title _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER:

AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. Anaheim UASI Grant Office Contact Information Section:

Anaheim Police Department
Kerrstyn Vega, Police Support Services Administrator
425 S. Harbor Blvd.
Anaheim, CA 92805

2. FAIN#: EMW-2024-SS-05088

3. FUND: Federal Trust

4. Program: Homeland Security Grant Program

5. Match Requirement: None

6. Federal Awarding Agency Section:

Federal Program Fund / AL #	Federal Awarding Agency	Federal Award Date	Total Federal Award Amount	Total Local Assistance Amount
Homeland Security Grant Program / 97.067	US Department of Homeland Security	09/01/2024	\$182,068,773	\$172,965,335

7. Project Description Section:

- Project Acronym:
Homeland Security Grant Program (HSGP)
- Project Description:

Support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

8. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 5

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Sean Levin, Recreation and Senior Services Director - 949-644-3151, slevin@newportbeachca.gov

PREPARED BY: Justin Schmillen, Recreation and Senior Services Deputy Director - 949-644-3160, jschmillen@newportbeachca.gov

TITLE: Resolution No. 2026-04: Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission's Whale Tail Grants Program to Support the Fostering Interest in Nature Program

ABSTRACT:

The Recreation and Senior Services (RSS) Department is seeking authorization to file an application for grant funds under the California Coastal Commission's (CCC) Whale Tail Grants program to support the Fostering Interest in Nature (FiiN) program. If awarded, grant funds will be used to expand FiiN programming activities and opportunities to accommodate more students and to enhance the overall experience for each participant.

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. 2026-04: *A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program.*

DISCUSSION:

In 2015, the CCC approved the coastal development of the Lido House Hotel on the Balboa Peninsula. The CCC also approved in-lieu mitigation fees from the project to support the FiiN program and fulfill the provision of lower-cost overnight opportunities. FiiN is a free 3-day, 2-night outdoor educational camp program throughout Upper Newport Bay for fifth grade students from Title I schools in Orange County. The City of Newport (City) RSS Department oversees the program and contracts with the Newport Bay Conservancy to develop the curriculum, run educational activities, and provide overnight supervision. The City also has a Memorandum of Understanding (MOU) with

Resolution No. 2026-04: Authorizing the Filing of an Application for Grant Funding from
the California Coastal Commission's Whale Tail Grants Program to Support the
Fostering Interest in Nature Program

January 27, 2026

Page 2

the Newport Dunes to provide basecamp for the program and provide low-cost meals for attendees.

FiiN was provided with an initial budget of \$1.4 million in 2016, through funding from the Lido House Hotel project and the City. An additional \$203,406 was funded in 2024 from the Lido House Hotel expansion project. The City's MOU with the CCC conditions that activities take place throughout Upper Newport Bay to immerse a target of 3,000 students in a natural setting and the rich ecology of the surrounding ecosystem over a 10-year programming period. To date, FiiN has hosted over 2,000 students. The additional funding would be used to expand program opportunities, accommodate more students, and enhance the overall experience for each student.

The CCC, through its Whale Tail Grants program, provides grant funding to nonprofit organizations and qualifying public agencies of up to \$50,000 per applicant for projects that connect people to the California Coast and its watersheds through education, stewardship and outdoor experiences. Whale Tail Grants program funds align with FiiN program goals and would ensure the program is fully funded over the 10-year program period, fulfilling the MOU conditions with the CCC. A resolution from City Council providing support for and authority to submit a grant application, authority to enter into a contract with the CCC if the grant is awarded, and designation of an authorized representative is required to apply.

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 – Resolution No. 2026-04

RESOLUTION NO. 2026-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA COASTAL COMMISSION WHALE TAIL GRANTS PROGRAM TO SUPPORT THE FOSTERING INTEREST IN NATURE PROGRAM

WHEREAS, the California Coastal Commission ("Commission") is a state regulatory and planning agency that operates under the 1976 Coastal Act to manage the conservation and development of coastal resources in California;

WHEREAS, the Commission approved the coastal development of the Lido House Hotel on the Balboa Peninsula in 2015 and required in-lieu mitigation fees from the project ("Funds") to support an outdoor educational program with overnight accommodations and recreational opportunities for youth from Title I schools, as defined in the Elementary and Secondary Education Act;

WHEREAS, the City of Newport Beach ("City"), through its Recreation and Senior Services Department, created Fostering interest in Nature ("FiiN"), an educational camp program in the vicinity of the Upper Newport Bay for fifth grade students from Title I schools in Orange County;

WHEREAS, the City and the Commission entered into a Memorandum of Understanding in 2016, authorizing the City to use the Funds in their entirety to administer the FiiN program;

WHEREAS, the City hosted its inaugural season of FiiN in 2019 and through partnerships with Newport Bay Conservancy and the Newport Dunes, has hosted over 2,000 students to date;

WHEREAS, the on-going need to expand program activities and opportunities to accommodate more students requires additional funding to enhance the program and the overall experience for each student;

WHEREAS, the Commission, through its Whale Tail Grants program, provides grant funding to nonprofit organizations and qualifying public agencies of up to \$50,000 per applicant for projects that connect people to the California Coast and its watersheds through education, stewardship, and outdoor experiences;

WHEREAS, the City desires to apply for the Whale Tail Grants program funding to further support efforts to enhance the City's FiiN program;

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

Section 1: The City Council does hereby authorize the Director of Recreation and Senior Services, or designee, to apply for funding in an amount up to \$50,000 from the Whale Tail Grants program and to execute all necessary contract and/or grant documents and take any other necessary actions to secure such grant funds. If awarded, the grant funds will be used by the City to fund the Fostering interest in Nature program.

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

Section 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 27th 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



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No.6

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Charles Springer, Senior Management Analyst - 949-718-3466,
cspringer@newportbeachca.gov

TITLE: Approval of Amendment No. Three to Commercial Refuse Removal Services Contract with CR&R Inc. (Contract No. 8569-1)

ABSTRACT:

The City of Newport Beach contracts with CR&R Incorporated (CR&R) for regular trash and recycling collection services for City facilities and the Balboa Village District. The current contract expires on February 28, 2026. As recommended by the City Council's Ad Hoc Refuse Committee, staff requests an amendment to the current agreement with CR&R to extend the term to December 31, 2029, and increase the not-to-exceed contract amount by \$929,882 to a new total of \$2,020,000.

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;
- b) Approve Amendment No. Three to Agreement with CR&R Incorporated for Commercial Refuse Removal Services increasing the total not-to-exceed amount by \$929,882.11 for a new contract total of \$2,020,000 and extend the term to December 31, 2029; and
- c) Authorize the Mayor and City Clerk to execute the amendment.

DISCUSSION:

CR&R provides source-separated waste collection services for 28 City facilities and the Balboa Village District via the Washington Street waste enclosure. The contract includes cart, bin and roll-off service, seasonal service needs for Marina Park and the Junior Lifeguard Building, the training needs for Fire Station 7, and facility waste enclosure cleaning.

Additionally, Orange County Waste & Recycling is in the process of revising its master Waste Disposal Agreements, which expire June 30, 2026, which controls landfill disposal cost provided to local jurisdictions. The draft County agreement currently being reviewed and negotiated proposes significant landfill disposal rate increases, extending over the

next 10 years. In reviewing the County disposal costs currently proposed, as well as potential annual CPI increases, staff estimates the City facility container contract cost could increase by an average of approximately \$260,000 per year, or \$975,000 over the extended term being requested as these increase county landfill disposal costs are paid by CR&R and then are passed-through to the City as part of their contract.

In order to ensure the City can maintain and pay for future collection service, staff is requesting approval of amendment No. Three to Agreement with CR&R for Commercial Refuse Removal Services to increase the total not-to-exceed amount by \$929,882, and extend the term to December 31, 2029.

FISCAL IMPACT:

The adopted budget includes sufficient funding to cover the proposed increased contract cost. It will be expensed to the Services Contract account in the Public Works Department, 0108051-811017. Additional necessary 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).

ATTACHMENTS:

Attachment A – Amended Rate Sheets

Attachment B – Amendment No. three to Commercial Refuse Removal Services Agreement with CR&R, Inc.

Current Contract Rate w/ Interim Adjusted Labor and Service Non-Labor Rates

Newport Beach - City Facility Rate Sheet

Proposed Monthly Rates (Contract 8569-1) at March 01, 2026 at \$43.76/ton Disposal Rate

Rate Based on Actual Change in the CPI

Waste Stream	Size	1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week
Landfill	4yd	\$ 136.51	\$ 266.70	\$ 354.32	\$ 472.11	\$ 538.03	\$ 655.83	\$ 818.24
Landfill	3yd	\$ 128.04	\$ 196.89	\$ 266.08	\$ 340.57	\$ 405.44	\$ 472.80	\$ 650.56
Landfill	96gal	\$ 26.01	\$ 52.02	\$ 78.03	\$ 104.04	\$ 130.05	\$ 156.06	
Landfill	60gal	\$ 24.97	\$ 49.94	\$ 74.91	\$ 99.88	\$ 124.85	\$ 149.82	
Landfill	35gal	\$ 23.93	\$ 47.86	\$ 71.79	\$ 95.72	\$ 119.65	\$ 143.58	
Recycle	4yd	\$ 116.03	\$ 226.69	\$ 301.17	\$ 401.30	\$ 457.33	\$ 557.45	\$ 695.51
Recycle	3yd	\$ 108.84	\$ 167.35	\$ 226.17	\$ 289.49	\$ 344.63	\$ 401.88	\$ 552.98
Recycle	96gal	\$ 22.11	\$ 44.22	\$ 66.33	\$ 88.43	\$ 110.54	\$ 132.65	
Recycle	60gal	\$ 21.22	\$ 42.45	\$ 63.67	\$ 84.90	\$ 106.12	\$ 127.34	
Recycle	35gal	\$ 20.34	\$ 40.68	\$ 61.02	\$ 81.36	\$ 101.70	\$ 122.04	
Organics	60gal	\$ 40.90	\$ 81.80	\$ 122.69	\$ 163.59	\$ 204.49	\$ 245.39	
Organics	35gal	\$ 25.29	\$ 50.58	\$ 75.88	\$ 101.17	\$ 126.46	\$ 151.75	

Proposed Rate Components (Contract 8569-1) at 03/01/2026

Service	Non-Labor	Labor	Disposal	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
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Landfill 4yd

1x per week	\$ 57.66	\$ 40.95	\$ 37.90	\$ 136.51	\$ 31.53	\$ 31.53	\$ 31.53
2x per week	\$ 110.89	\$ 80.01	\$ 75.79	\$ 266.70	\$ 61.59	\$ 30.80	
3x per week	\$ 134.33	\$ 106.30	\$ 113.69	\$ 354.32	\$ 81.83	\$ 27.28	
4x per week	\$ 178.89	\$ 141.63	\$ 151.58	\$ 472.11	\$ 109.03	\$ 27.26	
5x per week	\$ 187.14	\$ 161.41	\$ 189.48	\$ 538.03	\$ 124.26	\$ 24.85	
6x per week	\$ 231.70	\$ 196.75	\$ 227.38	\$ 655.83	\$ 151.46	\$ 25.24	
7x per week	\$ 307.50	\$ 245.47	\$ 265.27	\$ 818.24	\$ 188.97	\$ 27.00	

Landfill 3yd

1x per week	\$ 61.21	\$ 38.41	\$ 28.42	\$ 128.04	\$ 29.57	\$ 29.57	\$ 29.57
2x per week	\$ 80.98	\$ 59.07	\$ 56.84	\$ 196.89	\$ 45.47	\$ 22.74	
3x per week	\$ 100.99	\$ 79.82	\$ 85.27	\$ 266.08	\$ 61.45	\$ 20.48	
4x per week	\$ 124.71	\$ 102.17	\$ 113.69	\$ 340.57	\$ 78.65	\$ 19.66	
5x per week	\$ 141.70	\$ 121.63	\$ 142.11	\$ 405.44	\$ 93.64	\$ 18.73	
6x per week	\$ 160.43	\$ 141.84	\$ 170.53	\$ 472.80	\$ 109.19	\$ 18.20	
7x per week	\$ 256.44	\$ 195.17	\$ 198.95	\$ 650.56	\$ 150.25	\$ 21.46	

Landfill 96gal

1x per week	\$ 13.70	\$ 7.80	\$ 4.50	\$ 26.01	\$ 6.01	\$ 6.01	\$ 6.01
2x per week	\$ 27.41	\$ 15.61	\$ 9.01	\$ 52.02	\$ 12.01	\$ 6.01	
3x per week	\$ 41.11	\$ 23.41	\$ 13.51	\$ 78.03	\$ 18.02	\$ 6.01	
4x per week	\$ 54.82	\$ 31.21	\$ 18.01	\$ 104.04	\$ 24.03	\$ 6.01	

First Rate Change is Effective 03/1/2026

Service Non-Labor Component

will adjust by the percent change in the annual Consumer Price Index, Series ID: CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted (U.S. Department of Labor, Bureau of Labor Statistics. The annual change is defined as the current twelve (12) month period ending August 31 compared to preceding twelve (12) month period ending August 31. The beginning index for November 2025 is the CPI from September 2024 to August 2025 of 339.16.

Labor Component

will adjust by the percent change in the Driver B Classification under the Agreement between CR&R and Package and General Utility Drivers Local Union 396, International Brotherhood of Teamsters. The Beginning Driver Class B rate at November 1, 2025 is \$31.92.

Disposal

will adjust by the actual change in landfill gate fee per ton at the Orange County Landfill System. The Gate rate at November 1, 2025 is \$43.76

Proposed Rate Components (Contract 8569-1) at 03/01/2026

	Service						
	Non-Labor	Labor	Disposal	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
5x per week	\$ 68.52	\$ 39.02	\$ 22.51	\$ 130.05	\$ 30.03	\$ 6.01	
6x per week	\$ 82.23	\$ 46.82	\$ 27.02	\$ 156.06	\$ 36.04	\$ 6.01	

First Rate Change is Effective 03/1/2026

Landfill 60gal

1x per week	\$ 14.66	\$ 7.49	\$ 2.81	\$ 24.97	\$ 5.77	\$ 5.77	\$ 5.77
2x per week	\$ 29.33	\$ 14.98	\$ 5.63	\$ 49.94	\$ 11.53	\$ 5.77	
3x per week	\$ 43.99	\$ 22.47	\$ 8.44	\$ 74.91	\$ 17.30	\$ 5.77	
4x per week	\$ 58.66	\$ 29.96	\$ 11.26	\$ 99.88	\$ 23.07	\$ 5.77	
5x per week	\$ 73.32	\$ 37.45	\$ 14.07	\$ 124.85	\$ 28.83	\$ 5.77	
6x per week	\$ 87.99	\$ 44.95	\$ 16.88	\$ 149.82	\$ 34.60	\$ 5.77	

Landfill 35gal

1x per week	\$ 15.11	\$ 7.18	\$ 1.64	\$ 23.93	\$ 5.53	\$ 5.53	\$ 5.53
2x per week	\$ 30.22	\$ 14.36	\$ 3.28	\$ 47.86	\$ 11.05	\$ 5.53	
3x per week	\$ 45.33	\$ 21.54	\$ 4.92	\$ 71.79	\$ 16.58	\$ 5.53	
4x per week	\$ 60.44	\$ 28.72	\$ 6.57	\$ 95.72	\$ 22.11	\$ 5.53	
5x per week	\$ 75.54	\$ 35.89	\$ 8.21	\$ 119.65	\$ 27.63	\$ 5.53	
6x per week	\$ 90.65	\$ 43.07	\$ 9.85	\$ 143.58	\$ 33.16	\$ 5.53	

Recycle 4yd

1x per week	\$ 49.01	\$ 34.81	\$ 32.21	\$ 116.03	\$ 26.80	\$ 26.80	\$ 26.80
2x per week	\$ 94.26	\$ 68.01	\$ 64.42	\$ 226.69	\$ 52.35	\$ 26.18	
3x per week	\$ 114.18	\$ 90.35	\$ 96.64	\$ 301.17	\$ 69.55	\$ 23.18	
4x per week	\$ 152.06	\$ 120.39	\$ 128.85	\$ 401.30	\$ 92.68	\$ 23.17	
5x per week	\$ 159.07	\$ 137.20	\$ 161.06	\$ 457.33	\$ 105.62	\$ 21.12	
6x per week	\$ 196.95	\$ 167.24	\$ 193.27	\$ 557.45	\$ 128.74	\$ 21.46	
7x per week	\$ 261.37	\$ 208.65	\$ 225.48	\$ 695.51	\$ 160.63	\$ 22.95	

Recycle 3yd

1x per week	\$ 52.03	\$ 32.65	\$ 24.16	\$ 108.84	\$ 25.14	\$ 25.14	\$ 25.14
2x per week	\$ 68.83	\$ 50.21	\$ 48.32	\$ 167.35	\$ 38.65	\$ 19.32	
3x per week	\$ 85.84	\$ 67.85	\$ 72.48	\$ 226.17	\$ 52.23	\$ 17.41	
4x per week	\$ 106.01	\$ 86.85	\$ 96.64	\$ 289.49	\$ 66.86	\$ 16.71	
5x per week	\$ 120.45	\$ 103.39	\$ 120.79	\$ 344.63	\$ 79.59	\$ 15.92	
6x per week	\$ 136.36	\$ 120.56	\$ 144.95	\$ 401.88	\$ 92.81	\$ 15.47	
7x per week	\$ 217.97	\$ 165.89	\$ 169.11	\$ 552.98	\$ 127.71	\$ 18.24	

Recycle 96gal

1x per week	\$ 11.65	\$ 6.63	\$ 3.83	\$ 22.11	\$ 5.11	\$ 5.11	\$ 5.11
2x per week	\$ 23.30	\$ 13.27	\$ 7.65	\$ 44.22	\$ 10.21	\$ 5.11	
3x per week	\$ 34.95	\$ 19.90	\$ 11.48	\$ 66.33	\$ 15.32	\$ 5.11	
4x per week	\$ 46.60	\$ 26.53	\$ 15.31	\$ 88.43	\$ 20.42	\$ 5.11	
5x per week	\$ 58.24	\$ 33.16	\$ 19.14	\$ 110.54	\$ 25.53	\$ 5.11	
6x per week	\$ 69.89	\$ 39.80	\$ 22.96	\$ 132.65	\$ 30.64	\$ 5.11	

Proposed Rate Components (Contract 8569-1) at 03/01/2026

Service	Monthly	Weekly	Per Tip	Additional	
Non-Labor	Labor	Disposal	Rate	Rate	Pickup

First Rate Change is Effective 03/1/2026

Recycle 60gal

1x per week	\$ 12.46	\$ 6.37	\$ 2.39	\$ 21.22	\$ 4.90	\$ 4.90	\$ 4.90
2x per week	\$ 24.93	\$ 12.73	\$ 4.78	\$ 42.45	\$ 9.80	\$ 4.90	
3x per week	\$ 37.39	\$ 19.10	\$ 7.18	\$ 63.67	\$ 14.70	\$ 4.90	
4x per week	\$ 49.86	\$ 25.47	\$ 9.57	\$ 84.90	\$ 19.61	\$ 4.90	
5x per week	\$ 62.32	\$ 31.84	\$ 11.96	\$ 106.12	\$ 24.51	\$ 4.90	
6x per week	\$ 74.79	\$ 38.20	\$ 14.35	\$ 127.34	\$ 29.41	\$ 4.90	

Recycle 35gal

1x per week	\$ 12.84	\$ 6.10	\$ 1.40	\$ 20.34	\$ 4.70	\$ 4.70	\$ 4.70
2x per week	\$ 25.69	\$ 12.20	\$ 2.79	\$ 40.68	\$ 9.39	\$ 4.70	
3x per week	\$ 38.53	\$ 18.31	\$ 4.19	\$ 61.02	\$ 14.09	\$ 4.70	
4x per week	\$ 51.37	\$ 24.41	\$ 5.58	\$ 81.36	\$ 18.79	\$ 4.70	
5x per week	\$ 64.21	\$ 30.51	\$ 6.98	\$ 101.70	\$ 23.49	\$ 4.70	
6x per week	\$ 77.06	\$ 36.61	\$ 8.37	\$ 122.04	\$ 28.18	\$ 4.70	

Organics 60gal

1x per week	\$ 10.75	\$ 12.27	\$ 17.88	\$ 40.90	\$ 9.45	\$ 9.45	\$ 9.45
2x per week	\$ 21.50	\$ 24.54	\$ 35.75	\$ 81.80	\$ 18.89	\$ 9.45	
3x per week	\$ 32.25	\$ 36.81	\$ 53.63	\$ 122.69	\$ 28.34	\$ 9.45	
4x per week	\$ 43.01	\$ 49.08	\$ 71.51	\$ 163.59	\$ 37.78	\$ 9.45	
5x per week	\$ 53.76	\$ 61.35	\$ 89.39	\$ 204.49	\$ 47.23	\$ 9.45	
6x per week	\$ 64.51	\$ 73.62	\$ 107.26	\$ 245.39	\$ 56.67	\$ 9.45	

Organics 35gal

1x per week	\$ 7.28	\$ 7.59	\$ 10.43	\$ 25.29	\$ 5.84	\$ 5.84	\$ 5.84
2x per week	\$ 14.55	\$ 15.18	\$ 20.86	\$ 50.58	\$ 11.68	\$ 5.84	
3x per week	\$ 21.83	\$ 22.76	\$ 31.29	\$ 75.88	\$ 17.52	\$ 5.84	
4x per week	\$ 29.10	\$ 30.35	\$ 41.71	\$ 101.17	\$ 23.36	\$ 5.84	
5x per week	\$ 36.38	\$ 37.94	\$ 52.14	\$ 126.46	\$ 29.21	\$ 5.84	
6x per week	\$ 43.66	\$ 45.53	\$ 62.57	\$ 151.75	\$ 35.05	\$ 5.84	

**AMENDMENT NO. THREE TO
MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH CR&R INCORPORATED FOR
COMMERCIAL REFUSE REMOVAL SERVICES**

THIS AMENDMENT NO. THREE TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Three") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CR&R INCORPORATED, a California corporation ("Contractor"), whose address is 11292 Western Avenue, Stanton, California 90680, and is made with reference to the following:

RECITALS

- A. On November 19, 2019, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8569-1) ("Agreement") to perform maintenance and/or repair services for City consisting of commercial refuse removal ("Project").
- B. On April 4, 2024, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation, to update Section 5.1 of the Project Manager section and update Section 24.3 of the Notices section.
- C. On October 22, 2024, City and Contractor entered into Amendment No. Two to add additional Services not included in the Agreement, as amended, to extend the term of the Agreement to February 28, 2026, and to increase the total compensation.
- D. The parties desire to enter into this Amendment No. Three to extend the term of the Agreement to December 31, 2029, to update Section 5.1 Contractor's Project Manager Section 24.3 Notices, and Section 4.2 of Compensation to Contractor, and to increase the total compensation.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2029, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONTRACTOR

As of the Effective Date of this Amendment No. Three, Exhibit B to the Agreement, Schedule of Billing Rates, is amended in its entirety and replaced with Exhibit B, Schedule of Billing Rates, attached hereto and incorporated herein by this reference.

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Contractor's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subcontractor fees, shall not exceed **Two Million Twenty Dollars and 00/100 Cents (\$2,020,000.00)**, 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."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subcontractor fees, in an amount not to exceed **Nine Hundred Twenty Nine Thousand Eight Hundred Eighty Two Dollars and 11/100 (\$929,882.11)**.

Section 4.2 of the Agreement hereby is amended in its entirety and replaced with:

"The parties acknowledge that the Waste Infrastructure System Enhancement (WISE) agreement is currently under negotiation. Once the WISE agreement (or a similar successor agreement) is fully executed and the applicable rates are formally established, Contractor shall be permitted to submit the pass-through billing rates established therein to the City's Project Manager. All such rates remain subject to the advance written approval of the City Manager or their designee, which approval shall not be unreasonably withheld.

Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the non pass-through billing rates set forth in the Schedule of Billing Rates may be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the non pass-through billing rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the

Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use."

3. 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 Julie M. Barreda 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.

4. NOTICES

Section 24.3 of the Agreement is amended in its entirety and replaced with the following:

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

Attn: Clifford Ronnenberg
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

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. Three to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 1/13/26

By: Joe Montoya for
Aaron C. Harp
City Attorney
1.13.26
At

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Lauren Kleiman
Mayor

CONTRACTOR: CR&R Incorporated, a
California corporation
Date: _____

By: _____
Clifford Ronnenberg
Chief Executive Officer

Date: _____

By: _____
David Ronnenberg
Secretary

[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates

EXHIBIT B

SCHEDULE OF BILLING RATES

Newport Beach - City Facility Rate Sheet

Monthly Rates effective starting 03/01/2026 at \$43.76/ton Disposal Rate

Cost shall include any and all labor, equipment, materials and supervision required to perform services described herein.

40-Yard Roll-Off Bin Rates - Recurrent and as-needed

Cost per haul: \$265.30

Cost. per ton: \$98.84

***Maximum of 10 tons per 40yd**

Waste Stream	Size	1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week
Landfill	4yd	\$ 136.51	\$ 266.70	\$ 354.32	\$ 472.11	\$ 538.03	\$ 655.83	\$ 818.24
Landfill	3yd	\$ 128.04	\$ 196.89	\$ 266.08	\$ 340.57	\$ 405.44	\$ 472.80	\$ 650.56
Landfill	96gal	\$ 26.01	\$ 52.02	\$ 78.03	\$ 104.04	\$ 130.05	\$ 156.06	
Landfill	60gal	\$ 24.97	\$ 49.94	\$ 74.91	\$ 99.88	\$ 124.85	\$ 149.82	
Landfill	35gal	\$ 23.93	\$ 47.86	\$ 71.79	\$ 95.72	\$ 119.65	\$ 143.58	
Recycle	4yd	\$ 116.03	\$ 226.69	\$ 301.17	\$ 401.30	\$ 457.33	\$ 557.45	\$ 695.51
Recycle	3yd	\$ 108.84	\$ 167.35	\$ 226.17	\$ 289.49	\$ 344.63	\$ 401.88	\$ 552.98
Recycle	96gal	\$ 22.11	\$ 44.22	\$ 66.33	\$ 88.43	\$ 110.54	\$ 132.65	
Recycle	60gal	\$ 21.22	\$ 42.45	\$ 63.67	\$ 84.90	\$ 106.12	\$ 127.34	
Recycle	35gal	\$ 20.34	\$ 40.68	\$ 61.02	\$ 81.36	\$ 101.70	\$ 122.04	
Organics	60gal	\$ 40.90	\$ 81.80	\$ 122.69	\$ 163.59	\$ 204.49	\$ 245.39	
Organics	35gal	\$ 25.29	\$ 50.58	\$ 75.88	\$ 101.17	\$ 126.46	\$ 151.75	

Rate Components

	Non-Pass Through Service		Pass Through Disposal	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
	Non-Labor	Labor					
Landfill 4yd							
	1x per week	\$ 57.66	\$ 40.95	\$ 37.90	\$ 136.51	\$ 31.53	\$ 31.53
	2x per week	\$ 110.89	\$ 80.01	\$ 75.79	\$ 266.70	\$ 61.59	\$ 30.80
	3x per week	\$ 134.33	\$ 106.30	\$ 113.69	\$ 354.32	\$ 81.83	\$ 27.28
	4x per week	\$ 178.89	\$ 141.63	\$ 151.58	\$ 472.11	\$ 109.03	\$ 27.26
	5x per week	\$ 187.14	\$ 161.41	\$ 189.48	\$ 538.03	\$ 124.26	\$ 24.85
	6x per week	\$ 231.70	\$ 196.75	\$ 227.38	\$ 655.83	\$ 151.46	\$ 25.24
	7x per week	\$ 307.50	\$ 245.47	\$ 265.27	\$ 818.24	\$ 188.97	\$ 27.00
Landfill 3yd							
	1x per week	\$ 61.21	\$ 38.41	\$ 28.42	\$ 128.04	\$ 29.57	\$ 29.57
	2x per week	\$ 80.98	\$ 59.07	\$ 56.84	\$ 196.89	\$ 45.47	\$ 22.74
	3x per week	\$ 100.99	\$ 79.82	\$ 85.27	\$ 266.08	\$ 61.45	\$ 20.48
	4x per week	\$ 124.71	\$ 102.17	\$ 113.69	\$ 340.57	\$ 78.65	\$ 19.66
	5x per week	\$ 141.70	\$ 121.63	\$ 142.11	\$ 405.44	\$ 93.64	\$ 18.73
	6x per week	\$ 160.43	\$ 141.84	\$ 170.53	\$ 472.80	\$ 109.19	\$ 18.20
	7x per week	\$ 256.44	\$ 195.17	\$ 198.95	\$ 650.56	\$ 150.25	\$ 21.46
Landfill 96gal							

1x per week	\$ 13.70	\$ 7.80	\$ 4.50	\$ 26.01	\$ 6.01	\$ 6.01	\$ 6.01
2x per week	\$ 27.41	\$ 15.61	\$ 9.01	\$ 52.02	\$ 12.01	\$ 6.01	
3x per week	\$ 41.11	\$ 23.41	\$ 13.51	\$ 78.03	\$ 18.02	\$ 6.01	
4x per week	\$ 54.82	\$ 31.21	\$ 18.01	\$ 104.04	\$ 24.03	\$ 6.01	
5x per week	\$ 68.52	\$ 39.02	\$ 22.51	\$ 130.05	\$ 30.03	\$ 6.01	
6x per week	\$ 82.23	\$ 46.82	\$ 27.02	\$ 156.06	\$ 36.04	\$ 6.01	
Landfill 60gal							
1x per week	\$ 14.66	\$ 7.49	\$ 2.81	\$ 24.97	\$ 5.77	\$ 5.77	\$ 5.77
2x per week	\$ 29.33	\$ 14.98	\$ 5.63	\$ 49.94	\$ 11.53	\$ 5.77	
3x per week	\$ 43.99	\$ 22.47	\$ 8.44	\$ 74.91	\$ 17.30	\$ 5.77	
4x per week	\$ 58.66	\$ 29.96	\$ 11.26	\$ 99.88	\$ 23.07	\$ 5.77	
5x per week	\$ 73.32	\$ 37.45	\$ 14.07	\$ 124.85	\$ 28.83	\$ 5.77	
6x per week	\$ 87.99	\$ 44.95	\$ 16.88	\$ 149.82	\$ 34.60	\$ 5.77	
Landfill 35gal							
1x per week	\$ 15.11	\$ 7.18	\$ 1.64	\$ 23.93	\$ 5.53	\$ 5.53	\$ 5.53
2x per week	\$ 30.22	\$ 14.36	\$ 3.28	\$ 47.86	\$ 11.05	\$ 5.53	
3x per week	\$ 45.33	\$ 21.54	\$ 4.92	\$ 71.79	\$ 16.58	\$ 5.53	
4x per week	\$ 60.44	\$ 28.72	\$ 6.57	\$ 95.72	\$ 22.11	\$ 5.53	
5x per week	\$ 75.54	\$ 35.89	\$ 8.21	\$ 119.65	\$ 27.63	\$ 5.53	
6x per week	\$ 90.65	\$ 43.07	\$ 9.85	\$ 143.58	\$ 33.16	\$ 5.53	
Recycle 4yd							
1x per week	\$ 49.01	\$ 34.81	\$ 32.21	\$ 116.03	\$ 26.80	\$ 26.80	\$ 26.80
2x per week	\$ 94.26	\$ 68.01	\$ 64.42	\$ 226.69	\$ 52.35	\$ 26.18	
3x per week	\$ 114.18	\$ 90.35	\$ 96.64	\$ 301.17	\$ 69.55	\$ 23.18	
4x per week	\$ 152.06	\$ 120.39	\$ 128.85	\$ 401.30	\$ 92.68	\$ 23.17	
5x per week	\$ 159.07	\$ 137.20	\$ 161.06	\$ 457.33	\$ 105.62	\$ 21.12	
6x per week	\$ 196.95	\$ 167.24	\$ 193.27	\$ 557.45	\$ 128.74	\$ 21.46	
7x per week	\$ 261.37	\$ 208.65	\$ 225.48	\$ 695.51	\$ 160.63	\$ 22.95	
Recycle 3yd							
1x per week	\$ 52.03	\$ 32.65	\$ 24.16	\$ 108.84	\$ 25.14	\$ 25.14	\$ 25.14
2x per week	\$ 68.83	\$ 50.21	\$ 48.32	\$ 167.35	\$ 38.65	\$ 19.32	
3x per week	\$ 85.84	\$ 67.85	\$ 72.48	\$ 226.17	\$ 52.23	\$ 17.41	
4x per week	\$ 106.01	\$ 86.85	\$ 96.64	\$ 289.49	\$ 66.86	\$ 16.71	
5x per week	\$ 120.45	\$ 103.39	\$ 120.79	\$ 344.63	\$ 79.59	\$ 15.92	
6x per week	\$ 136.36	\$ 120.56	\$ 144.95	\$ 401.88	\$ 92.81	\$ 15.47	
7x per week	\$ 217.97	\$ 165.89	\$ 169.11	\$ 552.98	\$ 127.71	\$ 18.24	
Recycle 96gal							
1x per week	\$ 11.65	\$ 6.63	\$ 3.83	\$ 22.11	\$ 5.11	\$ 5.11	\$ 5.11
2x per week	\$ 23.30	\$ 13.27	\$ 7.65	\$ 44.22	\$ 10.21	\$ 5.11	
3x per week	\$ 34.95	\$ 19.90	\$ 11.48	\$ 66.33	\$ 15.32	\$ 5.11	
4x per week	\$ 46.60	\$ 26.53	\$ 15.31	\$ 88.43	\$ 20.42	\$ 5.11	
5x per week	\$ 58.24	\$ 33.16	\$ 19.14	\$ 110.54	\$ 25.53	\$ 5.11	
6x per week	\$ 69.89	\$ 39.80	\$ 22.96	\$ 132.65	\$ 30.64	\$ 5.11	
Recycle 60gal							
1x per week	\$ 12.46	\$ 6.37	\$ 2.39	\$ 21.22	\$ 4.90	\$ 4.90	\$ 4.90
2x per week	\$ 24.93	\$ 12.73	\$ 4.78	\$ 42.45	\$ 9.80	\$ 4.90	
3x per week	\$ 37.39	\$ 19.10	\$ 7.18	\$ 63.67	\$ 14.70	\$ 4.90	

4x per week	\$ 49.86	\$ 25.47	\$ 9.57	\$ 84.90	\$ 19.61	\$ 4.90	
5x per week	\$ 62.32	\$ 31.84	\$ 11.96	\$ 106.12	\$ 24.51	\$ 4.90	
6x per week	\$ 74.79	\$ 38.20	\$ 14.35	\$ 127.34	\$ 29.41	\$ 4.90	
Recycle 35gal							
1x per week	\$ 12.84	\$ 6.10	\$ 1.40	\$ 20.34	\$ 4.70	\$ 4.70	\$ 4.70
2x per week	\$ 25.69	\$ 12.20	\$ 2.79	\$ 40.68	\$ 9.39	\$ 4.70	
3x per week	\$ 38.53	\$ 18.31	\$ 4.19	\$ 61.02	\$ 14.09	\$ 4.70	
4x per week	\$ 51.37	\$ 24.41	\$ 5.58	\$ 81.36	\$ 18.79	\$ 4.70	
5x per week	\$ 64.21	\$ 30.51	\$ 6.98	\$ 101.70	\$ 23.49	\$ 4.70	
6x per week	\$ 77.06	\$ 36.61	\$ 8.37	\$ 122.04	\$ 28.18	\$ 4.70	
Organics 60gal							
1x per week	\$ 10.75	\$ 12.27	\$ 17.88	\$ 40.90	\$ 9.45	\$ 9.45	\$ 9.45
2x per week	\$ 21.50	\$ 24.54	\$ 35.75	\$ 81.80	\$ 18.89	\$ 9.45	
3x per week	\$ 32.25	\$ 36.81	\$ 53.63	\$ 122.69	\$ 28.34	\$ 9.45	
4x per week	\$ 43.01	\$ 49.08	\$ 71.51	\$ 163.59	\$ 37.78	\$ 9.45	
5x per week	\$ 53.76	\$ 61.35	\$ 89.39	\$ 204.49	\$ 47.23	\$ 9.45	
6x per week	\$ 64.51	\$ 73.62	\$ 107.26	\$ 245.39	\$ 56.67	\$ 9.45	
Organics 35gal							
1x per week	\$ 7.28	\$ 7.59	\$ 10.43	\$ 25.29	\$ 5.84	\$ 5.84	\$ 5.84
2x per week	\$ 14.55	\$ 15.18	\$ 20.86	\$ 50.58	\$ 11.68	\$ 5.84	
3x per week	\$ 21.83	\$ 22.76	\$ 31.29	\$ 75.88	\$ 17.52	\$ 5.84	
4x per week	\$ 29.10	\$ 30.35	\$ 41.71	\$ 101.17	\$ 23.36	\$ 5.84	
5x per week	\$ 36.38	\$ 37.94	\$ 52.14	\$ 126.46	\$ 29.21	\$ 5.84	
6x per week	\$ 43.66	\$ 45.53	\$ 62.57	\$ 151.75	\$ 35.05	\$ 5.84	



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 7

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: Ocean Pier Maintenance – Award of Contract No. 9759-3 (25H03)

ABSTRACT:

The City of Newport Beach received construction bids for the 2025-2026 Ocean Pier Maintenance project and requests City Council approval to award the construction contract to Jilk Heavy Construction, Inc. of Brea. This project maintains the Newport Pier and Balboa Pier by replacing aging, damaged and missing components.

RECOMMENDATIONS:

- a) Find 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 this project has no potential to have a significant effect on the environment;
- b) Approve the project plans and specifications;
- c) Award Contract 9759-3 to Jilk Heavy Construction, Inc., for the total bid price of \$549,240 for the 2025-2026 Ocean Pier Maintenance project, and authorize the Mayor and City Clerk to execute the contract; and
- d) Establish a contingency of \$165,000 to cover the cost of unforeseen work not included in the original contract.

DISCUSSION:

Along with regular routine maintenance, the City undertakes a significant capital maintenance project on its two ocean piers every other year to ensure the public's continued safe use and enjoyment of the piers. This capital maintenance replaces aging, damaged and missing components (such as piles, timbers, brackets/braces, etc.) that are relentlessly battered by strong ocean forces and the corrosive marine environment.

At 2 p.m. on December 17, 2025, the city clerk opened and read the following bids for this project:

	<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Low	Jilk Heavy Construction, Inc.	\$549,240.00
2nd	Connolly-Pacific Company	\$616,561.55

The City received two bids. The low bidder, Jilk Heavy Construction, Inc., possesses a California State Contractor's License Classification "A", as required by the project specifications. A review of references for Jilk Heavy Construction shows satisfactory completion of similar contracts for other public agencies including the Cities of Oceanside, Los Angeles, Hermosa Beach, Redondo Beach, Santa Monica, Ventura, San Diego, Long Beach, Avalon and Santa Cruz, and for the Port of Long Beach.

Jilk's bid was approximately 16% over the engineer's estimate of \$475,000. Pursuant to the contract specifications, the contractor will have 100 consecutive working days to complete the project. Work is scheduled to start in Winter 2026.

A larger than normal contingency of 30% is requested for this project. Since receiving and opening the project bids, the piers have experienced additional damage, including a broken support pile, due to the December 2025 storms. The damage must be addressed with this cycle of pier maintenance and therefore a higher contingency allowance is necessary.

The project plans and specifications will be available for review at the January 27, 2026, City Council meeting or upon request.

FISCAL IMPACT:

The adopted Capital Improvement Program budget includes sufficient funding for the award of this contract. The following funds will be expended:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Tidelands Maintenance	10001-980000-25H03	\$ 483,023
Tidelands Capital	10101-980000-17H03	\$ 40,233
Tidelands Maintenance	10001-980000-25H09	\$ 35,842
Tidelands Maintenance	10001-980000-24H09	\$ 145,778
Tidelands Maintenance	10001-980000-23H09	\$ 12,124
	Total:	\$ 717,000

Proposed fund uses are as follows:

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Jilk Heavy Construction	Construction Contract	\$ 549,240
Jilk Heavy Construction	Construction Contingency	\$ 165,000
Various	Printing & Incidental	\$ 2,760
	Total:	\$ 717,000

Tideland's revenue is generated from the operation of the City's tidelands including rents from moorings, piers and leases, as well as income from parking lots. Currently, the operating expenditures for the tidelands exceed the revenue generated and costs are subsidized by the General Fund. The Tidelands Capital Fund was created to allow for the sequestration of incremental increases from tidelands rent adjustments solely to finance critical capital improvements, like sea walls repair, dredging, piers and important amenities.

Staff recommends establishing \$165,000 (approximately 30% of the total bid) for contingency purposes and unforeseen conditions associated with construction.

ENVIRONMENTAL REVIEW:

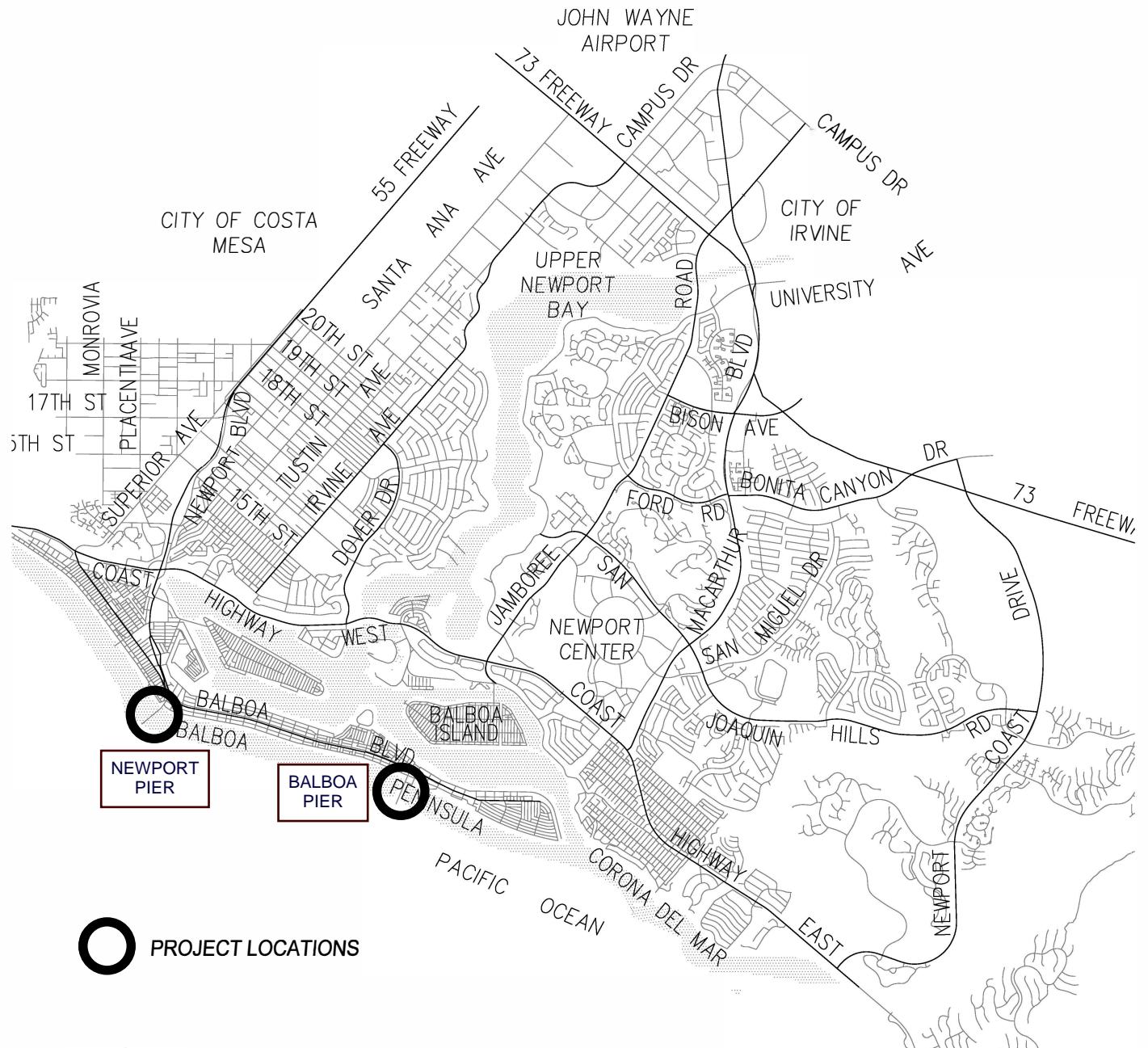
Staff recommends the City Council find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the 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



VICINITY MAP

NOT TO SCALE



2025-2026 OCEAN PIER MAINTENANCE

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

LOCATION MAP

9759-3

1/27/26



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 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: Tom Sandefur, Assistant City Engineer - 949-644-3321,
tsandefur@newportbeachca.gov

TITLE: Approval of Amendment No. Seven for Contract Time Extension
with Robert R. Coffee Architect and Associates

ABSTRACT:

On November 19, 2019, the City Council approved an agreement with Robert R. Coffee Architects and Associates (RCA) for the design of Witte Hall, the new lecture hall currently under construction next to the Central Library. The agreement is set to expire on March 31, 2026. Staff is seeking City Council approval to extend the term of the agreement for an additional five months, to August 31, 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 Amendment No. Seven to the Professional Services Agreement with Robert R. Coffee Architects and Associates for Library Lecture Hall Design and contract administration services adding \$92,440 to the not-to-exceed amount of \$1,236,155; extending the contact expiration from March 31, 2026, to August 31, 2026; and authorizing the Mayor and City Clerk to execute the agreement.

DISCUSSION:

On November 19, 2019, the City of Newport Beach entered into a professional services agreement (PSA) with RCA for the design of Witte Hall. Several contract amendments have since been approved to accommodate design changes.

The agreement is set to expire on March 31, 2026, and the most recent project schedule shows that construction will be completed in May 2026. Staff would like to extend the

agreement an additional five months to cover the additional time needed by the architect to provide project review.

Staff is seeking Council approval to extend the term to August 31, 2026 because the City's purchasing policy requires City Council approval of any PSA that lasts more than five years.

FISCAL IMPACT:

There is no fiscal impact related to this item since it only relates to Council approving the contract time extension.

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. Seven with Robert R. Coffee Architects and Associates

ATTACHMENT A

AMENDMENT NO. SEVEN TO PROFESSIONAL SERVICES AGREEMENT WITH ROBERT R. COFFEE FOR CENTRAL LIBRARY LECTURE HALL DESIGN

THIS AMENDMENT NO. SEVEN TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 7") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ROBERT R. COFFEE, a sole proprietor doing business as ("DBA") Robert R. Coffee Architect + Associates ("Consultant"), whose address is 183 McKellar Road, Dripping Springs, TX 78620, and is made with reference to the following:

RECITALS

- A. On January 1, 2020, City and Consultant entered into a Professional Services Agreement (Contract No. C-7444-2) ("Agreement") to provide design services for the central library lecture hall design ("Project").
- B. On December 1, 2021, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not previously included in the Agreement, and to increase the total compensation.
- C. On June 17, 2022, City and Consultant entered into Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to January 31, 2024, and to increase the total compensation.
- D. On February 16, 2024, City and Consultant entered into Amendment No. Three to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to March 31, 2026, to increase the total compensation, and to update Section 26.3 of the Notices section of the Agreement.
- E. On March 14, 2024, City and Consultant entered into Amendment No. Four to increase the compensation for additional services that were added by Amendment No. Three and to remove Exhibit A and B to Amendment Three in their entirety and replace them with Exhibit A & B attached hereto.
- F. On April 16, 2025, City and Consultant entered into Amendment No. Five to reflect additional services not included in the Agreement, as amended, and to increase the total compensation.
- G. On June 23, 2025, City and Consultant entered into Amendment No. Six to update the address and notices section of the Agreement.
- H. The parties desire to enter into this Amendment No. Seven to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to August 31, 2026 and to increase the total compensation.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on August 31, 2026, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement, Exhibit A to Amendment No. One, Exhibit A to Amendment No. Two, Exhibit A to Amendment No. Three, Exhibit A to Amendment No. Four, Exhibit A to Amendment No. Five, and Exhibit A to this Amendment No. Seven shall collectively be known as "Exhibit A". The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement, Exhibit B to Amendment No. One, Exhibit B to Amendment No. Two, Exhibit B to Amendment No. Three, Exhibit B to Amendment No. Four, Exhibit B to Amendment No. Five and Exhibit B to this Amendment No. Seven shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "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 **One Million Two Hundred Thirty Six One Hundred Fifty Five Dollars and 00/100 (\$1,236,155.00)**, 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."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. 7, including all reimbursable items and subconsultant fees, in an amount not to exceed **Ninety Two Thousand Four Hundred Forty Dollars and 00/100 (\$92,440.00)**.

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. Seven to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 1/7/20

By: Aaron C. Harp *for*
Aaron C. Harp
City Attorney

1.7.20
AF

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: Robert R. Coffee, a sole proprietor doing business as ("DBA") Robert R. Coffee Architect and Associates
Date: _____

By: _____
Robert Coffee
Sole Proprietor

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Amendment Number 7 **Central Library Lecture Hall Design**

Re: Newport Library Lecture Hall
Amendment 7- Add Service Request

- 1) Additional landscape and irrigation design to revise Bulletin 4 (new Bulletin 4.1) for the improvements to the landscape and parking area on the east side of the library.

Landscape Architect:

(see attached hourly breakdown) \$5,040.00

- 2) Assistance in selecting the colors to paint the existing library.

RCA+A:

Hourly/Not to exceed: \$2,800.00

- 3) Extension of Construction Administration Services from January 1, 2026 through August 31, 2026.

RCA+A:

Principal: Hourly not to exceed \$37,400.00 (220 hours)

Project Architect: Hourly not to Exceed \$39,200.00 (280 hours)

Travel: \$1,600.00 per trip = \$8,000.00 (5 trips)

TOTAL ADD SERVICE: \$92,440.00

The hours shown are used to estimate a “Not to Exceed” fee amount for the services outlined.



Invoice# NBLH-OAK-10: Billing Details

<u>Task</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Site visits and meetings: landscape and existing controller coordination and attendance of on-site meetings.	Principal \$225 PM / Designer \$135	3.5 8.0	\$ 787.50 \$ 1,080.00
New Planting Design – West Side: Design and documentation for new tree plantings around the retention basin on the west side of the site.	Principal \$225 PM / Designer \$135	0.5 1.0	\$ 112.50 \$ 135.00
New Planting Design – East Side: Design and documentation for new plantings on the east side of the site.	Principal \$225 PM / Designer \$135	1.5 6.0	\$ 337.50 \$ 810.00
Irrigation Modifications – East Side: Updates to irrigation layout and notes for the east planting area, including recalculation of the water use worksheet.	Principal \$225 PM / Designer \$135	0.0 6.0	\$ - \$ 810.00
Irrigation Modifications – West Side: Updates to the irrigation plan to revise tree bubbler layouts for new plantings on the west side of the site.	Principal \$225 PM / Designer \$135	0.0 1.0	\$ - \$ 135.00
Bulletin Submittal and Review Coordination: Preparation and submittal of bulletin documentation; coordination of responses to review comments.	Principal \$225 PM / Designer \$135	1.0 4.5	\$ 225.00 \$ 607.50
Total Hours and Fee:		33.00	\$ 5,040.00

EXHIBIT B

SCHEDULE OF BILLING RATES

**Amendment Number 7
Central Library Lecture Hall Design**

Re: Newport Library Lecture Hall
Amendment 7- Add Service Request

- 1) Additional landscape and irrigation design to revise Bulletin 4 (new Bulletin 4.1) for the improvements to the landscape and parking area on the east side of the library.

Landscape Architect:

(see attached hourly breakdown) \$5,040.00

- 2) Assistance in selecting the colors to paint the existing library.

RCA+A:

Hourly/Not to exceed: \$2,800.00

- 3) Extension of Construction Administration Services from January 1, 2026 through August 31, 2026.

RCA+A:

Principal: Hourly not to exceed \$37,400.00 (220 hours)

Project Architect: Hourly not to Exceed \$39,200.00 (280 hours)

Travel: \$1,600.00 per trip = \$8,000.00 (5 trips)

TOTAL ADD SERVICE: \$92,440.00

The hours shown are used to estimate a “Not to Exceed” fee amount for the services outlined.



Invoice# NBLLH-OAK-10: Billing Details

<u>Task</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Site visits and meetings: landscape and existing controller coordination and attendance of on-site meetings.	Principal \$225 PM / Designer \$135	3.5 8.0	\$ 787.50 \$ 1,080.00
New Planting Design – West Side: Design and documentation for new tree plantings around the retention basin on the west side of the site.	Principal \$225 PM / Designer \$135	0.5 1.0	\$ 112.50 \$ 135.00
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Irrigation Modifications – East Side: Updates to irrigation layout and notes for the east planting area, including recalculation of the water use worksheet.	Principal \$225 PM / Designer \$135	0.0 6.0	\$ - \$ 810.00
Irrigation Modifications – West Side: Updates to the irrigation plan to revise tree bubbler layouts for new plantings on the west side of the site.	Principal \$225 PM / Designer \$135	0.0 1.0	\$ - \$ 135.00
Bulletin Submittal and Review Coordination: Preparation and submittal of bulletin documentation; coordination of responses to review comments.	Principal \$225 PM / Designer \$135	1.0 4.5	\$ 225.00 \$ 607.50
Total Hours and Fee:		33.00	\$ 5,040.00

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 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 and employees.
 - 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, two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) 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 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 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 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. 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.



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 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: Jim Houlihan, Deputy Public Works Director/ City Engineer - 949-644-3319, jhoulihan@newportbeachca.gov

TITLE: Approval of Amendment No. Two to On-Call Professional Services Agreements with RJM Design Group, Inc. and BGB Design Group, Inc. for Landscape Architecture Services (Contract Nos. 8890-3 and 8890-2)

ABSTRACT:

On June 14, 2022, the City Council approved on-call professional services agreements with RJM Design Group, Inc. and BGB Design Group, Inc. for Landscape Architecture Services for a total not-to-exceed amount of \$150,000. Staff requests City Council approval to increases to both agreements to a new total not-to-exceed amount of \$500,000 each and an additional five years.

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 Amendment No. Two to On-Call Professional Services Agreement with RJM Design Group, Inc. for landscape architecture services for an additional five years and \$312,500 for a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreement; and
- c) Approve Amendment No. Two to On-Call Professional Services Agreement with BGB Design Group, Inc. for landscape architecture services for an additional five years and \$312,500 for a total not-to-exceed amount of \$500,000 and authorize the Mayor and City Clerk to execute the agreement.

DISCUSSION:

On January 14, 2022, the City entered into on-call professional services agreements (PSA) with RJM Design Group, Inc. and BGB Design Group, Inc. for landscape architecture services. The agreement was for a total not-to-exceed amount of \$150,000 and three years. On July 18, 2024, Amendment No. One for both agreements was approved by the City Manager to increase these agreements not-to-exceed amounts by

Approval of Amendment No. Two to Professional Services Agreements with RJM Design Group, Inc and BGB Design Group, Inc. for On-Call Landscape Architecture Services (C-8890-3 and (C-8890-2)
January 27, 2026
Page 2

25% to a total of \$187,500 each and added one year to the term, to extend the expiration date to June 13, 2026. Staff requests that both agreements now be increased by \$312,500 to a new total not-to-exceed amount of \$500,000 each and extend the agreements for five years, expiring on June 13, 2031.

The scope of work covered by the agreements include alternative analysis, concept design and design development, cost estimating, final design and specification and construction support. The two consultants have been able to react quickly when concepts for high-level discussions are required, like the Lower Castaways Park concepts and the Aquatic Center studies. They have also prepared excellent designs for many projects throughout the city over the past three years. Some of the projects include the Peninsula Gateway, Arroyo Park, Newport Boulevard Slopes and Median, West Coast Highway Median, and Superior Avenue Median.

FISCAL IMPACT:

There is no direct fiscal impact related to this item as the award of the amended 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 Capital Improvement Program 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 – Amendment No. Two with RJM Design Group, Inc.
Attachment B – Amendment No. Two with BGB Design Group, Inc.

**AMENDMENT NO. TWO TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH RJM DESIGN GROUP, INC. FOR
LANDSCAPE ARCHITECTURE SERVICES**

THIS AMENDMENT NO. TWO TO ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RJM DESIGN GROUP, INC., a California corporation ("Consultant"), whose address is 31591 Camino Capistrano, San Juan Capistrano, CA 92675 , and is made with reference to the following:

RECITALS

- A. On June 14, 2022, City and Consultant entered into a Professional Services Agreement (Contract No. C-8890-3) ("Agreement") for Consultant to provide professional landscape architecture and related services ("Project").
- B. On July 18, 2024, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not previously included in the Agreement, extend the term of the Agreement to June 13, 2026, and increase the total compensation.
- C. The parties desire to enter into this Amendment No. Two to extend the term of the Agreement to June 13, 2031, increase the total compensation, update the schedule of billing rates, and update the insurance requirements.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 13, 2031, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement, Exhibit B to Amendment No. One, and Exhibit B to Amendment No. Two shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "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."

The total amended compensation reflects Consultant's additional compensation for services through the end of the extended term to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Three Hundred Twelve Thousand Five Hundred Dollars and 00/100 (\$312,500.00)**.

3. INSURANCE

As of this Effective Date of this Amendment No. Two, 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 and Amendment No. One 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. Two to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 1/7/26

By: Aaron C. Harp (Cn)
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

**CONSULTANT: RJM DESIGN GROUP,
INC.**, a California corporation

Date: _____

By: _____
Larry P. Ryan
Chief Executive Officer

Date: _____

By: _____
Anita Weaver
Chief Financial Officer

[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT B

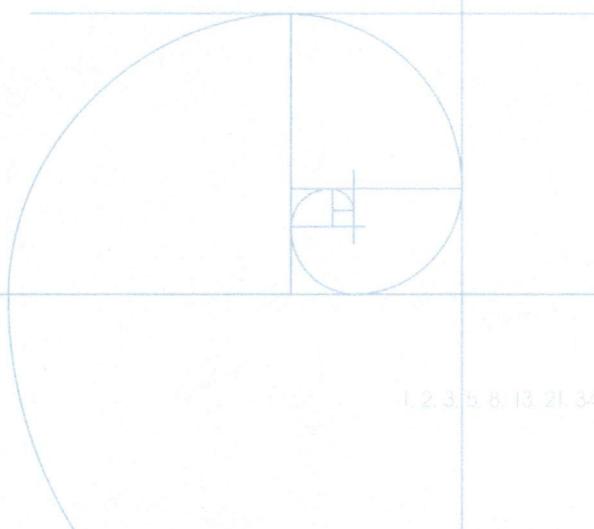
SCHEDULE OF BILLING RATES

**CITY OF NEWPORT BEACH
HOURLY BILLING RATES**

January 1, 2026 through June 13, 2031

RJM DESIGN GROUP INC. (Landscape Architect)

Principal Landscape Architect	\$260 per hour
Associate Landscape Architect	\$235 per hour
Landscape Architect / Project Manager	\$220 per hour
Job Captain / Landscape Designer	\$205 per hour
CADD Technician / Graphics	\$190 per hour
Administrative Support	\$145 per hour



A large circle is divided into four quadrants by a horizontal and a vertical line. Inside the circle, a spiral is drawn starting from the center, passing through the quadrants in a clockwise direction. The spiral is composed of quarter-circle arcs. The numbers 1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, and 233 are written along the spiral, representing the Fibonacci sequence.

.618034

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233

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 and employees.
 - 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 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 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 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. 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.

**AMENDMENT NO. TWO TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH BGB DESIGN GROUP, INC. FOR
LANDSCAPE ARCHITECTURE SERVICES**

THIS AMENDMENT NO. TWO TO ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and BGB DESIGN GROUP, INC., a California corporation ("Consultant"), whose address is 3185 C1 Airway Avenue, Costa Mesa, CA 92626, and is made with reference to the following:

RECITALS

- A. On June 14, 2022, City and Consultant entered into an On-Call Professional Services Agreement (Contract No. C-8890-2) ("Agreement") to provide professional landscape architecture and related services. ("Project").
- B. On July 24, 2024, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not previously included in the Agreement, extend the term of the Agreement and to increase the total compensation.
- C. The parties desire to enter into this Amendment No. Two to extend the term of the Agreement to June 13, 2031, increase the total compensation for on-call services to satisfy payment of additional services to be performed, and update the insurance requirements.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 13, 2031, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "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."

The total amended compensation reflects Consultant's compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Three Hundred Twelve Thousand Five Hundred Dollars and 00/100 (\$312,500.00)**.

3. INSURANCE

As of this Effective Date of this Amendment No. Two, 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 and Amendment No. One 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. Two to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 1/5/26

By: Joe Montoya for
Aaron C. Harp 01.05.26 RS
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

**CONSULTANT: BGB DESIGN GROUP,
INC.**, a California corporation
Date: _____

By: _____
Arthur Depra Guy III
Chief Executive Officer, Chief Financial
Officer, and Secretary

[END OF SIGNATURES]

Attachments: Exhibit C – Insurance Requirements

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 and employees.
 - 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 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 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 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. 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.



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 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: Charles Springer, Senior Management Analyst - 949-718-3466,
cspringer@newportbeachca.gov

TITLE: Approval of Amendment No. Two to Trash and Recycling Container Removal Services Contract with CR&R Inc. (Contract No. 8549-1)

ABSTRACT:

The City of Newport Beach contracts trash and recycling collection services for designated trash containers in public rights-of-way. The current contract with CR&R Incorporated (CR&R) expires on February 28, 2026. After review and discussion with the City Council's Ad Hoc Refuse Committee, staff requests an amendment to the current agreement with CR&R to extend the term to December 31, 2029, and increase the not-to-exceed contract amount by \$2,367,140 for a new total of \$5,720,000.

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;
- b) Approve Amendment No. Two to Agreement with CR&R, Incorporated for Trash and Recycling Container Removal Services increasing the total not-to-exceed amount by \$2,367,140 for a new contract total of \$5,720,000 and extend the term to December 31, 2029; and
- c) Authorize the Mayor and City Clerk to execute the amendment.

DISCUSSION:

Trash containers in public spaces, such as on streets or in beach areas, are necessary to provide proper litter collection and disposal in high foot-traffic areas. The City currently contracts with CR&R to collect and dispose of the trash disposed of in City-owned containers. Currently, there are approximately 677 containers in the winter and 708 containers in the summer that are largely located throughout the Balboa Peninsula, West Newport, Corona del Mar, Balboa Island and on all public docks and piers that are serviced by this contract. This contract also includes service for two leased facilities: Ruby's on the Balboa Pier and West Newport Community Center.

Additionally, Orange County Waste & Recycling is in the process of revising its master Waste Disposal Agreements, which expire June 30, 2026, that governs landfill disposal cost provided to local jurisdictions. The current draft County agreement being reviewed and negotiated is proposing significant landfill disposal rate increases, extending over the next 10 years. In reviewing this new draft County agreement, and considering the potential higher end of the proposed disposal cost, as well as adding in a potential annual Consumer Price Index (CPI) increase of 4.23%, staff estimated our City trash container contract cost could increase by an average of approximately \$630,000 per year, or \$2,367,140 over the additional term being requested as these increased county landfill disposal costs are paid by CR&R and then are passed-through to the City as part of their contract.

In order to ensure the City can maintain and pay for future collection service, staff is requesting approval of amendment No. Two to the Agreement with CR&R for Trash and Recycling Container Removal Services to increase the total not-to-exceed amount by \$2,367,140, and extend the term to December 31, 2029.

FISCAL IMPACT:

The adopted budget includes sufficient funding to cover the increased Contract cost of this amendment. It will be expensed to the Beach Trashcan Collection account in the Public Works Department, 0108051-811031. Additional necessary 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).

ATTACHMENTS:

Attachment A – Amended Rate Sheet

Attachment B – Amendment No. Two to the Trash and Recycling Container Removal Services Contract with CR&R Inc.

Newport Beach - City Facility Rate Sheet**Monthly Rates effective starting 03/01/2026 at \$43.76/ton Disposal Rate**

Waste Stream	Size	1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week
Landfill	35gal	\$ 10.46	\$ 20.92	\$ 31.38	\$ 41.84	\$ 52.30	\$ 62.76	

Rate Components

	Service			Monthly	Weekly	Per Tip	Additional
	Non-Labor	Labor	Disposal	Rate	Rate	Rate	Pickup
Landfill 35gal							
1x per week	\$ 5.68	\$ 3.14	\$ 1.64	\$ 10.46	\$ 2.42	\$ 2.42	\$ 2.42
2x per week	\$ 11.36	\$ 6.28	\$ 3.28	\$ 20.92	\$ 4.83	\$ 2.42	
3x per week	\$ 17.04	\$ 9.41	\$ 4.92	\$ 31.38	\$ 7.25	\$ 2.42	
4x per week	\$ 22.72	\$ 12.55	\$ 6.57	\$ 41.84	\$ 9.66	\$ 2.42	
5x per week	\$ 28.40	\$ 15.69	\$ 8.21	\$ 52.30	\$ 12.08	\$ 2.42	
6x per week	\$ 34.08	\$ 18.83	\$ 9.85	\$ 62.76	\$ 14.49	\$ 2.42	

**AMENDMENT NO. TWO TO
MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH CR&R INCORPORATED
FOR REFUSE CONTAINER REMOVAL SERVICES**

THIS AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CR&R Incorporated, a California corporation ("Contractor"), whose address is 11292 Western Avenue, Stanton, California 90680, and is made with reference to the following:

RECITALS

- A. On March 1, 2019, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8549-1) ("Agreement") to perform commercial refuse removal for various sites across the City ("Project").
- B. On November 12, 2025, City and Contractor entered into Amendment No. One to update the insurance requirements and to increase the total compensation because the volume of work was expected to exceed the originally anticipated budget.
- C. The parties desire to enter into this Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to December 31, 2029, to update Section 5.1 Contractor's Project Manager, Section 24.3 Notices, and Section 4.2 of Compensation to Contractor, and to increase the total compensation.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2029, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement, Exhibit A to Amendment No. One, and Exhibit A to this Amendment No. Two shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONTRACTOR

As of the Effective Date of this Amendment No. Two, Exhibit B to the Agreement, Schedule of Billing Rates, is amended in its entirety and replaced with Exhibit B, Schedule of Billing Rates, attached hereto and incorporated herein by this reference.

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. 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 **Five Million Seven Hundred Twenty Thousand Dollars and 00/100 (\$5,720,000.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items, in an amount not to exceed **Two Million Three Hundred Sixty Seven Thousand One Hundred Forty Dollars and 00/100 (\$2,367,140.00)**.

Section 4.2 of the Agreement hereby is amended in its entirety and replaced with the following:

"The parties acknowledge that the Waste Infrastructure System Enhancement (WISE) agreement is currently under negotiation. Once the WISE agreement (or a similar successor agreement) is fully executed and the applicable rates are formally established, Contractor shall be permitted to submit the pass-through billing rates established therein to the City's Project Manager. All such rates remain subject to the advance written approval of the City Manager or their designee, which approval shall not be unreasonably withheld.

Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the non pass-through billing rates set forth in the Schedule of Billing Rates may be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the non pass-through billing rates, for any year where an

adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use."

4. 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 Julie M. Barreda 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.

5. NOTICES

Section 24.3 of the Agreement is amended in its entirety and replaced with the following:

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

Attn: Clifford Ronnenberg
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

6. 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: 1/13/26

By: Jose Montoya for
Aaron C. Harp
City Attorney
1/13/26

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Lauren Kleiman
Mayor

CONTRACTOR: CALIFORNIA PPE RECON, INC., a California corporation
Date: _____

By: _____
Clifford Ronnenberg
Chief Executive Officer

Date: _____

By: _____
David Ronnenberg
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

SCOPE OF SERVICES

MOD Field Maintenance Trash Route

REFUSE CONTAINER LOCATIONS AND FREQUENCY

Area	Description	Container Inventory	Addit'l Containers in Summer	Winter	Summer*	Men	Notes
Balboa Island	Marine Avenue	35		7 days	7 days	2 FT, 1PT	M - SN
Balboa Island	Bus Stops Bayside/Jamboree & Bayside/West Promontory	2		1 day	1 day		TH
CDM	PCH - Avocado to Cameo Shores (Both Sides of PCH)	40		5 days	7 days	2 FT, 1PT	M W F S SN
CDM	Poppy @ Fifth Do when you do Coast Highway	1		3 days	4 days		M W F S SN
CDM	Civic Center	16		3 days	7 days		M W F
Newport Coast	PCH - Cameo Shores to Reef Point Bus Stops	8		1 day	1 day		TH
CDM	Corona Del Mar State Beach	38	10	5 days	7 days	2 FT, 1PT	M W F S SN
CDM	Pirates Cove	3		4 days	7 days	2 FT, 1PT	M W F SN
CDM	Buck Gully	7		4 days	7 days	2 FT, 1PT	M W F S SN
CDM	China Cove	3		3 days	7 days	6 PT	M W F
CDM	Bus Stop Irvine Terrace	1		1 day	1 day		TH
Balboa Island	Balboa Island (street ends, ferry landing, 4 floats)	51		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F SN
Balboa Island	Little Island - Section/Area 5	16		4 days	7 days	2 FT, 1PT	M W F SN
Balboa Island	Martha's Starbucks	2		5 days	7 days	2 FT, 1PT	M W F S SN
Eastbay/abackbay	Back Bay Drive & Shellmaker by BBSC signs	1		1 Day	1 Day	2 FT, 1PT	TH
Eastbay/abackbay	End of Back Bay Road/trail	2		1 Day	1 Day	2 FT, 1PT	TH
Eastbay/abackbay	Across from Corona Del Mar High School	1		1 Day	2 Days	2 FT, 1PT	TH / M F
West Newport	Seashore Dr (start 58th and seashore)	24		3 days	5 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
West Newport	Beach Cans - Summit, Orange, Prospect 56th, 54th, 47th 40th	9		5 days	7 days	2 FT, 1PT	M W F S SN
West Newport	Beach Can - 53rd Street	1		3 days	5 days		M W F S SN
Newport	36th to 16th Street Beach boardwalk	17		5 days	7 days	6 PT	M W F S SN
Balboa	15th St to Adams on beach boardwalk	20		5 days	7 days	2 FT, 1PT	M W F S SN
Heights/Dover Shores	Dover Shores Beach	2		3 days	5 days	6 PT	M W F S SN
Heights/Dover Shores	North Star Lane	3		1 day	1 day		TH
Heights/Dover Shores	Acuatic Center	2		3 days	5 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Heights/Dover Shores	Mariners Library	5		4 days	5 days	6 PT	M W F S SN
Dover Shores	Bus Stop W. Coast Hwy @ Bayshores	1		1 day	1 day		TH
Newport	Central Ave. (Elks Lodge)	3		3 days	3 days		M W F
Newport	Newport Blvd @ Via Lido and Chipotle, Von's Pavilion	4		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Newport	32nd @ Villa Way and Lafayette	3		2 days	2 days	6 PT, Sa- 1 PT, Su-2 PT	M F
Newport	Balboa Blvd @ 23rd Str	3		7 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M - SN
Newport	Blackies Lot	33		7 days	7 days	2 FT, 1PT	M - SN
Newport	McFadden Plaza	28		7 days	7 days	2 FT, 1PT	M - SN
Newport	Newport Pier	19		7 days	7 days	2 FT, 1PT	M - SN
Newport	Stag Lot & Sharkeez	5		5 days	7 days	2 FT, 1PT	M W F S SN
Newport	20th St @ Balboa Blvd	1		4 days	5 days		M W F SN
Newport	19th Street bay beach, restrooms, float (after 7am)	14		5 days	7 days	2 FT, 1PT	M W F S SN
Newport	15th St - Bay (First Pickup)	5		7 days	7 days	2 FT, 1PT	M - SN
Newport	15th ST - Both Sides	11		4 days	5 days		M W F SN (M W F S SN)

MOD Field Maintenance Trash Route

Area	Description	Container Inventory	Addit'l Containers in Summer	Winter	Summer*	Men	Notes
Balboa	Blue can by ATT building	1		3 days	3 days	2 FT, 1PT	M W F
Balboa	Balboa Pier	19		7 days	7 days	2 FT, 1PT	M - SN
Balboa	Balboa Pier Restaurant (Ruby'S)			7 days	7 days		M - SN
Balboa	Main Street around to A Street Lot	24		7 days	7 days	2 FT, 1PT	M - SN
Balboa	Washington St End and dock	2		7 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M - SN
Balboa	Fun Zone Boardwalk	5		7 days	7 days		M - SN
Balboa	Bay Street - Wasthington Street Restrooms, sushi 21	4		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Newport Landing	3		7 days	7 days		M - SN
Balboa	Palm Street - Entrance to Ferry	6		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Wells Fargo Lot	7		4 days	7 days	2 FT, 1PT	M W F SN
Balboa	Palm Street	7		4 days	7 days		M W F SN
Balboa	Rendezvous Lot - Washington St to Balboa	9		5 days	7 days		M W F S SN
Balboa	Balboa Blvd - North	10		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Balboa Blvd - South	12		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Balboa Main Lot	22		5 days	7 days		M W F S SN
Balboa	Bus Depot & Ticket Booth	7		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	B Street Lot	4		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Ocean Front Cans C, D, E, F, I, L, M street, Ocean front	7		3 days	4 days	2 FT, 1PT	M W F SN
Balboa	M Street Bay and float to B street on the bay	13		4 days	5 Days	6 PT,Su-2 PT	M W F S or SN (M W F S SN)
Balboa	Adams St to Fernando on the Bay	5		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Balboa	Alvarado to 14th Street on the Bay	20		3 days	5 days		M W F S SN
Newport	15th Street Bay (Second Pickup)	5		7 days	7 days		M - SN
Newport	Crab Cooker and Old Russells' Surf Shop, 28th at Newport Blvd	3		3 days	5 days	6 PT	M W F S SN
Newport	Bus Stop at 32nd and Balboa	1		4 days	4 days	6 PT,Su-2 PT	M W F SN
Newport	Channel Park Restrooms + One	3		3 days	5 days	6 PT,Su-2 PT	M W F S SN
Newport	Bus Stop at 46th both sides	2		4 days	5 days	2 FT, 1PT	M W F SN
Newport	Circle K	1		4 days	5 days	6 PT	M W F SN
West Newport	Bus Stops on PCH both sides	2		4 days	4 days		M W F SN
West Newport Shores	Ceder Street @ 62nd St	1		3 days	3 days	6 PT,Su-2 PT	M W F
Hospital/Yard	Superior Hill	1		3 days	3 days	2 FT, 1PT	M W F
Hospital/Yard	Zubies	1		3 days	3 Days		M W F
Hospital/Yard	Bus Stop by Hoag	1		3 days	3 days	2 FT, 1PT	M W F
Hospital/Yard	833 W. 15th Street	1		5 days	5 days	6 PT	TU W TH F S
Newport	Marina Park** (Afternoons Only in Summer)		21	7 days	7 days		M - SN
	Total Containers:	649	680			6 PT	

MOD Field Maintenance Trash Route

Area	Description	Container Inventory	Addit'l Containers in Summer	Winter	Summer*	Men	Notes
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NOTE: Colors shown on the Container Inventory lists coordinate with the map in Appendix C.

*Typically, the summer period comprises **15 weeks** of the calendar year and the non-summer period comprises the remaining **37 weeks**. The City reserves the right to extend or shorten the summer period based on climate patterns or public demand. Please provide pricing accordingly.

**One of our existing contractors will be servicing these cans at Marina Park in the morning. This contract will service these cans in the afternoon everyday only in the summer months.

Please also note the insurance requirements for this Project. Any and all prices quoted should include insurance and vehicle purchasing.

EXHIBIT B

SCHEDULE OF BILLING RATES

Newport Beach - City Facility Rate Sheet**Monthly Rates effective starting 03/01/2026 at \$43.76/ton Disposal Rate****Cost shall include any and all labor, equipment, materials and supervision required to perform services described herein.**

Waste Stream	Size	1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week
Landfill	35gal	\$ 10.46	\$ 20.92	\$ 31.38	\$ 41.84	\$ 52.30	\$ 62.76	\$ 73.23

Rate Components**Landfill 35gal**

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

	Non-Pass Through Service		Pass Through Disposal	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
	Non-Labor	Labor					
1x per week	\$ 5.68	\$ 3.14	\$ 1.64	\$ 10.46	\$ 2.42	\$ 2.42	\$ 2.42
2x per week	\$ 11.36	\$ 6.28	\$ 3.28	\$ 20.92	\$ 4.83	\$ 2.42	
3x per week	\$ 17.04	\$ 9.41	\$ 4.92	\$ 31.38	\$ 7.25	\$ 2.42	
4x per week	\$ 22.72	\$ 12.55	\$ 6.57	\$ 41.84	\$ 9.66	\$ 2.42	
5x per week	\$ 28.40	\$ 15.69	\$ 8.21	\$ 52.30	\$ 12.08	\$ 2.42	
6x per week	\$ 34.08	\$ 18.83	\$ 9.85	\$ 62.76	\$ 14.49	\$ 2.42	



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 11

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Charles Springer, Senior Management Analyst – 949-718-3466,
cspringer@newportbeachca.gov

TITLE: Approval of Amendment No. Four to Beach Container Refuse
Collection Service Contract with Rainbow Disposal Co., Inc.
(Contract No. 4709)

ABSTRACT:

The City of Newport Beach contracts regular refuse collection from designated bins located on City beaches. The current contract with Rainbow Disposal Co. (Rainbow) for this service was approved in January 2011 and expires on February 28, 2026. As recommended by the City Council's Ad Hoc Refuse Committee, staff requests an amendment to the current agreement with Rainbow to extend the term to December 31, 2029, and increase the not-to-exceed amount by \$694,494 to a new total of \$3,740,000.

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;
- b) Approve Amendment No. Four to Agreement with Rainbow Disposal Co., Inc. for Beach Container Refuse Collection Service, increasing the total not-to-exceed amount by \$694,494.27 for a new contract total of \$3,740,000, and extend the term to December 31, 2029; and
- c) Authorize the Mayor and City Clerk to execute the amendment.

DISCUSSION:

The City contracts with Rainbow for regular refuse collection service of trash containers located on City beaches. Trash containers are distributed along the beaches of the Peninsula, West Newport and Corona del Mar. Rainbow services 170 containers in the winter period and 207 in the summer period.

Additionally, Orange County Waste & Recycling is in the process of revising its master waste disposal agreements, which expire June 30, 2026, and govern landfill disposal costs for local jurisdictions. The current draft County agreement proposes significant landfill disposal rate increases, extending over the next 10 years. These County landfill

Approval of Amendment No. Four to Beach Container Refuse Collection Service
Contract with Rainbow Disposal Co., Inc. (Contract No. 4709)

January 27, 2026

Page 2

disposal costs are a pass-through contract cost to the City. In reviewing the draft County agreement and considering the potential higher range of the proposed disposal cost, as well as adding in a potential annual Consumer Price Index increase of 4.23%, staff estimates the City's beach trash container contract cost could increase by an average of \$360,000 per year, or \$1,350,000 over the extended term being requested as Rainbow will pay these added county disposal cost and pass them on to the City.

To ensure the City can maintain and pay for future collection service, staff is requesting approval of amendment No. Four to the agreement with Rainbow Disposal Co. for Beach Container Refuse Collection Service to increase the total not-to-exceed amount by \$694,494, and extend the term to December 31, 2029.

FISCAL IMPACT:

The adopted budget includes sufficient funding for the remaining fiscal year. It will be expensed to the Beach Trashcan Collection account in the Public Works Department, 0108051-811031. Additional necessary 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).

ATTACHMENTS:

Attachment A – Amended Rate Sheet

Attachment B – Amendment No. Four to Beach Container Refuse Collection Service with Rainbow Disposal Co.

EXHIBIT B

BILLING RATES

I. **Current Rates Effective 09/27/2025:**

TIP RATE
\$8.21
CART CLEANOUT RATE
\$21.03

II. **Rates Effective March 1, 2026:**

TIP RATE
\$9.49
CART CLEANOUT RATE
\$47.70

**AMENDMENT NO. FOUR TO
AGREEMENT FOR BEACH CONTAINER REFUSE COLLECTION SERVICE
WITH RAINBOW DISPOSAL CO., INC.**

THIS AMENDMENT NO. FOUR TO BEACH CONTAINER REFUSE COLLECTION SERVICE AGREEMENT ("Amendment No. Four") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RAINBOW DISPOSAL CO., INC., a California corporation ("Contractor"), whose address on file with the Secretary of State is 18500 North Allied Way, Phoenix, Arizona 85054, with a local address of 17121 Nichols Lane, Huntington Beach, CA 92647, and is made with reference to the following:

RECITALS

- A. On January 11, 2011, City and Contractor entered into an Agreement for Beach Container Refuse Collection Service (Contract No. C-4709) ("Agreement") for refuse collection, disposal and maintenance services for beach containers on a regular basis ("Project").
- B. On August 13, 2019, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation based upon an unanticipated increase in the volume of services, to amend the Administration and Notices sections of the Agreement, and to add sections related to No Attorneys Fees and Counterparts.
- C. On October 13, 2020, City and Contractor entered into Amendment No. Two ("Amendment No. Two") to increase the total compensation based upon an unanticipated increase in the volume of services, to update Exhibit B, extend the term of the Agreement to December 31, 2022, amend Hold Harmless section, and update insurance requirements.
- D. On September 27, 2022, City and Contractor entered into Amendment No. Three to increase the total compensation, update the Scope of Services, amend the Schedule of Billing Rates, and extend the term of the Agreement to February 28, 2026.
- E. The parties desire to enter into this Amendment No. Four to extend the term of the Agreement to December 31, 2029, revise Section 3 of the Agreement to include a project manager, revise the Compensation to Contractor and increase the total compensation, update the Schedule of Billing Rates, amend the Notices section, and update the insurance requirements.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2029, unless terminated earlier as set forth herein."

2. WORKMANSHIP, SUPERVISION, AND EQUIPMENT

Section 3.I. of the Agreement is amended in its entirety and replaced with the following: "I. Contractor shall designate a Project Manager who shall coordinate all phases of the Project with the City's Administrator, and ensure satisfactory performance of Agreement Services and compliance with the terms of this Agreement. The Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Debbie Kiley to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel 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. COMPENSATION TO CONTRACTOR

As of the Effective Date of this Amendment No. Four, Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). Exhibit B to the Agreement, and Exhibit B to Amendment No. One, Amendment No. Two, Amendment No. Three, and this Amendment No. Four shall collectively all be known as "Exhibit B".

Section 4 of the Agreement is amended in its entirety and replaced with the following:

"4.1 City shall pay Contractor for the Services on a 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. 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 **Three Million Seven Hundred Forty Thousand Dollars and 00/100 (\$3,740,000.00)**, without prior written amendment to the Agreement.

4.2 The parties acknowledge that the Waste Infrastructure System Enhancement (WISE) agreement is currently under negotiation. Once the WISE agreement (or similar successor agreement) is fully executed and the applicable rates are formally established, Contractor shall be permitted to submit the pass-through billing rates established therein to the City's Project Manager. All such rates remain subject to the advance written approval of the City Manager or their designee, which approval shall not be unreasonably withheld.

Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the non pass-through billing rates set forth in Exhibit B ("Schedule of Billing Rates") may be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increases to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 3.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed **Six Hundred Ninety Four Thousand Four Hundred Ninety Four Dollars and 27/100 (\$694,494.27)**.

4. NOTICES

Section 19 of the Agreement shall be amended in its entirety and replaced with the following:

"19.1 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.

19.2 All notices, demands, requests or approvals from Contractor 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 92660

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

Attn: Debbie Killey
Rainbow Disposal Co., Inc.
17121 Nichols Lane
Huntington Beach, CA 92647"

5. INSURANCE REQUIREMENTS

As of this Effective Date of this Amendment No. Four, Exhibit E of the Agreement shall be deleted in its entirety and replaced with Exhibit E, attached hereto and incorporated herein by reference. Any reference to Exhibit E in the Agreement, Amendment No. One, Amendment No. Two, and Amendment No. Three shall hereafter refer to Exhibit E attached hereto."

6. 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. Four to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 11/13/2024

By: Aaron C. Harp
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONTRACTOR: RAINBOW DISPOSAL CO., INC., a California corporation

Date: _____

By: _____
Daniel Capener
General Manager

[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates
 Exhibit E – Insurance Requirements

EXHIBIT B

SCHEDULE OF BILLING RATES

EXHIBIT B

BILLING RATES

I. Current Rates Effective 09/27/2025:

TIP RATE
\$8.21
CART CLEANOUT RATE
\$21.03

II. Rates Effective March 1, 2026:

TIP RATE	DESCRIPTION
\$1.39	Pass Through
\$8.10	Non-Pass Through
\$9.49	Total Tip Rate
CART CLEANOUT RATE	
\$47.70	

EXHIBIT E

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.



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 12

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jason Al-Imam, Adminstrative Services Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov

PREPARED BY: Jessica Kan, Revenue Manager - 949-644-3153
jkan@newportbeachca.gov

TITLE: Professional Services Agreement with Infosend, Inc. for Document Printing, Mailing Services and Online Presentment

ABSTRACT:

The City of Newport Beach (City) issues a high volume of bills and notices each cycle, primarily for utility billing serving approximately 26,000 accounts and supporting revenue collection for essential municipal services. InfoSend has provided document printing, mailing, online bill presentment, and payment integration services for more than 10 years. For the City Council's consideration is the approval of a three-year professional services agreement (PSA) with InfoSend, Inc. (InfoSend) not to exceed \$810,000 to provide document printing, mailing services, online bill presentment, and payment services.

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 Professional Services Agreement with InfoSend, Inc. of Anaheim, CA for Document Printing, Mailing Services and Online Presentment for an initial three-year term ending January 27, 2029, with two optional one-year terms, and a total not-to-exceed amount of \$810,000, and authorize the Mayor and City Clerk to execute the agreement.

DISCUSSION:

The City generates and distributes a high volume of bills and notices each billing cycle, with utility billing accounting for the majority of mailed and electronically presented documents. These billing activities support critical revenue operations for essential municipal services, including water, sewer, business licenses, alarm permits and other City programs. The City currently serves approximately 26,000 utility accounts, which comprise the majority of all billed accounts.

InfoSend has provided document printing, mailing, online presentment, and payment services to the City for more than 10 years. During this time, InfoSend demonstrated consistent performance, reliability and a strong understanding of the City's billing systems, operational requirements, and customer service needs. Services provided

include document composition, printing, envelope stuffing, mailing, electronic bill presentment and integration with online payment platforms.

Approval of the proposed agreement will allow the City to continue these essential services without disruption, ensuring operational efficiency, timely and accurate customer billing, and reliable revenue collection.

The agreement was procured using a piggyback method in accordance with Administrative Policy AP-001, Section 4.2. This section of the City's purchasing policy authorizes the use of contracts competitively awarded by another public agency when it is determined to be in the City's best interest.

Staff piggybacked on a competitively solicited and awarded contract issued by the City of Glenn Heights, Texas. Staff reviewed the originating procurement and determined that the scope of services, pricing structure and contract terms are substantially similar to the City's operational needs and represent a cost-effective and efficient procurement approach.

FISCAL IMPACT:

The total not-to-exceed cost of the agreement is \$810,000 over three years. Sufficient funds are budgeted annually within the appropriate departmental operating budgets that support utility billing and related City services. There is no additional fiscal impact beyond the proposed agreement amount.

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 – Professional Services Agreement with InfoSend

**PROFESSIONAL SERVICES AGREEMENT
WITH INFOSEND, INC. FOR
DOCUMENT PRINTING, MAILING SERVICES, AND ONLINE PRESENTMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and INFOSEND, INC., a California corporation ("Consultant"), whose address is 4240 E. La Palma Ave., Anaheim, CA 92807, 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 document printing, mailing services, and online presentment of municipal billing statements and other documents ("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.
- E. Pursuant to a competitive bidding process, Consultant was awarded an agreement by the City of Glenn Heights, Texas, to which the City now desires to piggyback for purposes of the Project.

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 27, 2029, unless terminated earlier as set forth herein. The City shall have the option to renew this Agreement upon written notice to Consultant for up to two (2) additional (1) year terms, upon the same terms and conditions set forth herein, which each additional term commencing upon the expiration of the immediately preceding term.

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 **Eight Hundred Ten Thousand Dollars and 00/100 (\$810,000.00)**, 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 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 Josue Martinez, 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 Finance. City's Revenue Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

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 (including 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, but only

to the extent permitted by law, and Consultant's aggregate liability arising out of or relating to this Agreement shall not 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. 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: Revenue Manager
Finance
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

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

Attn: Russ Rezai
Infosend, Inc.
4240 E. La Palma
Anaheim, CA 92807

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: 1/15/26

By: Jose Montoya for
Aaron C. Harp
City Attorney
1.15.26
AF

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: Infosend, Inc., a
California corporation
Date: _____

By: _____
Russ Rezai
President

Date: _____

By: _____
Roxana Weil
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

EXHIBIT A

SCOPE OF WORK

A. Printing Services

Consultant shall:

1. Print statements and inserts, as directed by the City. Statements typically are 8.5" x 11", 2-color and 2-sided. Inserts typically are 8.5" x 11" or 8.5" x 3.5;"
2. Provide and print envelopes, as directed by the City. Envelopes typically used include: double window #10 (white) and single window #9 (white), with security tint;
3. Enable City staff to view the documents as PDFs online prior to uploading the file to Proposer to print;
4. Provide proofs prior to print runs. The City shall have the right to proof each job prior to laser production. All statements with poor print quality or damaged shall be reprinted at Consultant's expense;
5. Securely upload and track files for printing (SFTP, secure https upload, etc.);
6. Be able to add custom messaging to specific print jobs across the whole print run or by customer segment;
7. Be able to add custom messaging to envelopes;
8. Be able to generate a bill of an XML data source;
9. Update customer account balances through a daily customer account balance file;
10. Obtain approvals by City. No changes shall be made to the type of printing that is used or the type of paper or envelope stock that is used without the City's consent, review and approval;
11. Print OCR scanlines to the City's specifications;
12. Process, print and deliver the materials to the Post Office the business day after City uploads the data file. Consultant shall maintain an adequate supply of forms and envelopes to meet the turnaround time. Any drop-shipped inserts must be received by Consultant's print facility in Anaheim at least 2 days prior to receipt of data; and
13. Provide City with samples for approval if requested by City. Documents shall be delivered to the Post Office the business day after such samples are approved.

B. Mailing Services

Consultant shall:

1. Provide postal processing and address standardization;
2. Deliver to the Post Office documents that are ready to be mailed;
3. Insert documents, including a #9 single window envelope, into a #10 double window envelope and mail 1st class;

4. Provide PDF copies of the postal forms submitted to the post office for each batch of mail, as it may be required by the City; and
5. Archive such documents on the proposer's website.

C. Data Processing and Internet-Based Services

Consultant shall:

1. Provide online PDF archiving for bills/statements, which would allow City's customer service staff to search for a document using the customer's name, account number, and up to two (2) other custom fields;
2. Print such PDF to provide to the customer;
3. E-mail such PDF to the customer without additional clicks;
4. Save such PDF for a minimum of twelve (12) months. The PDF image of the document shall be exactly like the original printed version, i.e. - not an XML or HTML representation. After 12 months, all PDF images shall be saved to a format previously approved by the City, and provided to the City;
5. Text invoices and receipt of payments to customers;
6. Provide PDF copies of the physical inserts;
7. Use Proposer's website to automatically e-mail customers;
8. E-mail documents, including but not limited to invoices, renewals, certificates to customers individually or in groups;
9. Facilitate customer address updates;
10. Provide a secure PCI compliant online portal for the customer to view and pay their bill;
11. Provide a secure PCI compliant online portal that allows for payments for recurring services that is automatically deducted from a checking account or charged to a credit card;
12. Securely retain customer payment banking or credit card information;
13. Allow customers to create multiple accounts with one username in order to efficiently pay and view bills for different service locations or services;
14. Provide authorized City staff the ability to see copies of the electronic bills that were sent to City customers, to initiate payments on the customer's behalf and to manage the online service in general;
15. Provide a disaster recovery system to ensure City's data is safeguarded at all times;

16. Provide the City with a daily lockbox file of payments received generated to the City's specifications (sample attached); and
17. Use the City's designated merchant services processor and merchant account.

D. Confidentiality

Consultant agrees to exercise caution and discretion in safeguarding the City's materials and information. Consultant warrants that it complies with the security and confidentiality standards of the Payment Card Industry Level 1 annual audits and the Health Insurance Portability and Accountability Act. The proofs shall be downloaded over a website using 256- bit or higher SSL encryption rather than being emailed to the City. Data transmission between the City and Consultant shall be accomplished using a web upload form that uses the same encryption, or by using PGP encryption before transmitting the data to Consultant over an automated FTP transfer. Consultant shall not share the City's data to any outside parties unless required by law. Consultant shall provide advance prior notice to City if Consultant is required to share City's data to afford City the opportunity to seek a potential legal remedy.

EXHIBIT B

SCHEDULE OF BILLING RATES

InfoSend Fee Schedule

Section 1. Price Escalations to InfoSend Fees

Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in this Exhibit B (“Billing Rates”) may be adjusted in proportion to changes in the Consumer Price Index + 1%, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in this Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date, then adding 1%. The Consumer Price Index to be used in such calculation is the “Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)”, for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index + 1%. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

Volume and Frequency Deviations

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice. During the aforementioned negotiation period and throughout the notice period, the current Fee Schedule outline herein shall remain unchanged and in effect.

Extraordinary Cost Increases

InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper. If the parties are unable to reach agreement on the proposed increase, either party may terminate the Agreement without penalty.

Section 2. Client Representations

Client Volume Representations	
<u>Customers Contacted or Billed Annually</u>	
RECORD COUNT – 215	
TOTAL PAGE COUNT - 245,627	
TOTAL MAILPIECE COUNT – 215,111	

Section 3. DPPM Fees:

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)

Document Re-Design Fee	\$0.00 (Waived during initial install)
Data Processing Fee (per document)	\$0.0125

Printing and Mailing Service

Statement and Notices - Printing & Mailing Fee with up to 4/ Ink	
NPX/NPO programs	\$0.076
NPL/NPS programs	\$0.110
USPS Postage	Pass-through
	A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0. for up to 4/1 printing \$0. for up to 4/4 printing
Inline Insert Print Fee*	\$0.064 Black printing \$0.076 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

The postage deposit is subject to ongoing review and may be adjusted annually to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Materials*

Standard 8.5" x 11" Paper Stock (per sheet)	\$0.018
Standard Double Window Outgoing #10 Envelope	\$0.026
Standard Single Window Return #9 Envelope	\$0.023
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.210

*InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper. If the parties are unable to reach agreement on the proposed increase, either party may terminate the Agreement without penalty.

Insert Services

InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts, per insert	\$0.010
Inserting Fee, per insert	\$0.010
Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services

Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.0035 - For 24 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.0087

Professional Services Rate (per hour)	\$245.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials during the term of this Agreement, then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted. Any additional fees associated with the cost of custom Client specific materials must be authorized by the City in writing prior to the costs being incurred.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail. In no event shall the Client be obligated to pay any amount for postage that exceeds the current rate set by the United States Postal Service (USPS)

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

16,650 mail pieces per month x \$0.593 x 2 = \$19,746.90

The postage deposit is subject to ongoing review and may be adjusted annually to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Multi-Channel Payments	
Bank Account (ACH)	\$0.40 invoiced to City of Newport Beach
Credit Card (CC)	2.85% customer service fee

Above fees cover payment initiation through all channels hosted by InfoSend. All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed.

InfoSend reserves the right to revise pricing within 60 days' notice due to increase in average ticket amount, or if the credit card issuing companies raise interchange fees beyond what they are today. InfoSend reserves the right to discontinue the support of American Express payment methods during the 60 days' notice period if American Express has raised their interchange rates by more than .5% from the previous published

Interchange Rates & Network Fees. InfoSend is not responsible for the above scenarios having to change due to credit card issuer rules and regulations. In this case, InfoSend will negotiate a new pricing configuration in good faith to ensure compliance with credit card rules and regulations.

Online BillPay Platform	
Online BillPay Setup Fee	Waived
Monthly Maintenance	\$260.00
Per eBill Loaded	\$0.06
Per Enrolled Customer Fee	Waived

IVR Platform	
IVR Setup Fee	Waived
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$250.00
IVR Per Call Fee	\$0.25

SMS Platform (Optional)	
SMS Setup Fee	Waived
Monthly Maintenance	Waived
SMS Per Text Fee	\$0.05

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
Monthly Minimum	\$0.00
In-Person Virtual Terminal Payments	Hardware at an additional cost (Appx \$325.00)

Online Banking Payment Consolidation (Optional)	
Setup Fee	\$0.00
Per Bank Payment Fee	\$0.13
Per Rejected Payment Fee	\$0.07
Per Reversal (Optional)	\$3.00

Outbound Notifications (Optional)	
Setup Fee	\$0.00
Monthly Minimum (for 2,000 IVR Minutes or SMS Messages)	\$99.00
Per IVR Minute after Minimum	\$0.10
Per SMS after Minimum	\$0.10

EXHIBIT C

INSURANCE REQUIREMENTS

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.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, 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 and four million dollars (\$4,000,000) completed operations 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).

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.
 - 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.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

- 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.
- 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 Contractor's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

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 of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, 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 from each of its subconsultants.

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 of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, 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. Consultant 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.

E. Subcontractors. 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. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000).

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.



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 13

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: Central Library Air Handler Replacement – Notice of Completion for
Contract No. 9691-1

ABSTRACT:

On January 28, 2025, the City Council awarded a contract for the Central Library Air Handler Replacement to MEP Fusion Inc. The project replaced aging air handlers at the Newport Beach Central Library, located at 1000 Avocado Avenue. The work is now complete and staff requests City Council acceptance and close out 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
\$1,199,500	\$1,257,100	\$57,600	4.8%
Allowed Contract Time + Approved Extensions/Suspensions (Days) =	34	Actual Time Used (Days)	34

This project included the replacement of aging air handlers and associated equipment at the Newport Beach Central Library, providing improved functionality and efficiency 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:	\$ 1,199,500
Actual Cost of Bid Items Constructed:	\$ 1,199,500
Total Change Orders:	\$ 57,600
Final Contract Cost:	\$ 1,257,100

The total final contract amount was \$1,257,100, approximately 4.8% higher than the original bid amount. The additional cost resulted from unforeseen conditions not covered by the initial contract including replacing heavily corroded piping and non-functioning damper actuators.

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	November 14, 2025
Substantial Completion Date Inclusive of Extra Work	November 14, 2025

FISCAL IMPACT:

The Central Library Air Handler Replacement 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>
Facilities Maintenance Master Plan (FMMP)	57101-980000-25F02	\$ 257,952.91
General Fund	01201925-980000-25F02	\$ 999,147.09
Total:		\$ 1,257,100.00

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 in an effort to keep City facilities in good condition. The FMMP is funded by the General Fund.

ENVIRONMENTAL REVIEW:

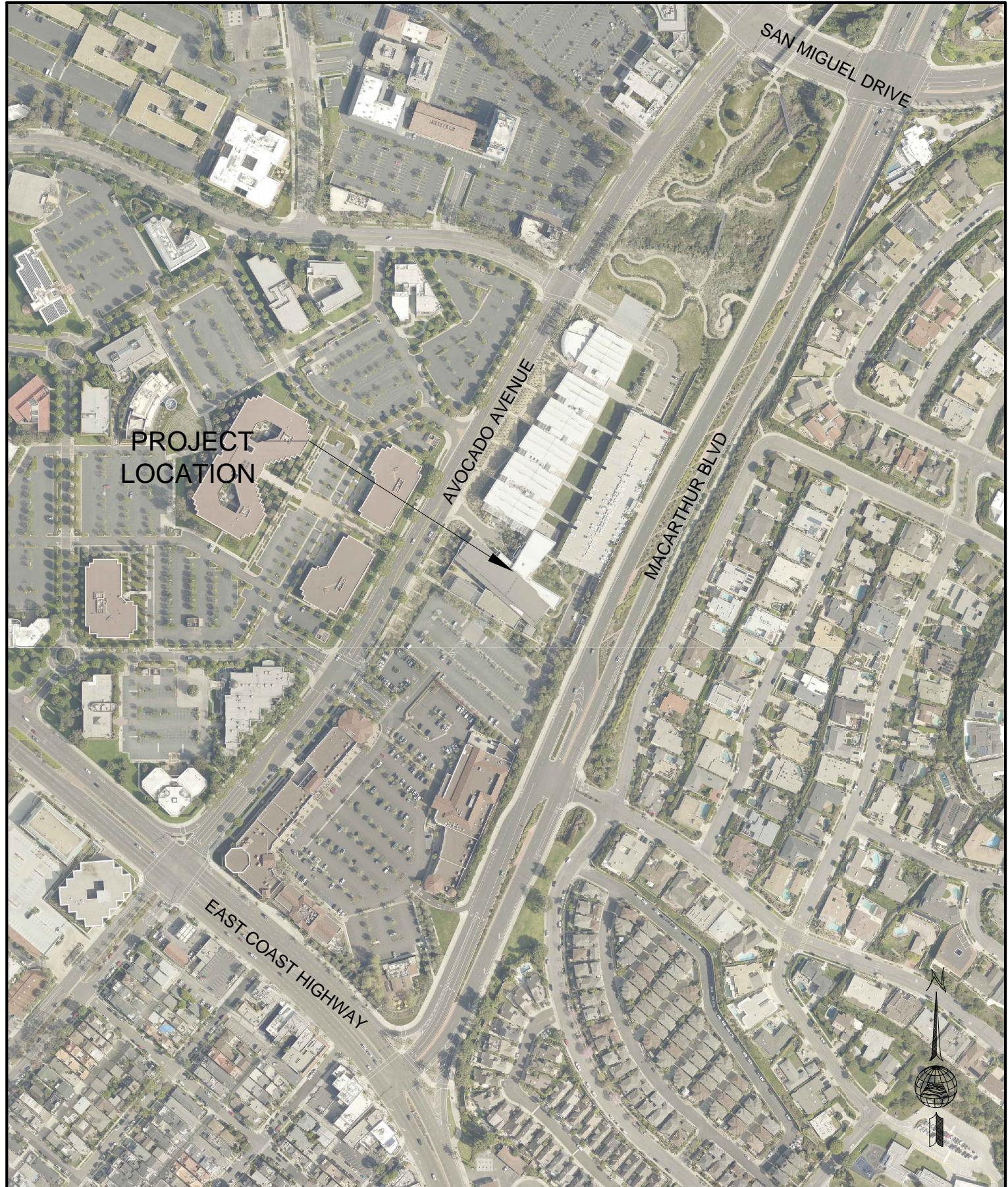
On January 28, 2025, City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the 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



CENTRAL LIBRARY AIR
HANDLER REPLACEMENT
LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-9691-1

25F02

1/27/2026

**NEWPORT BEACH PLANNING COMMISSION AGENDA
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, JANUARY 22, 2026
REGULAR MEETING – 6:00 P.M.**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the Planning Commission. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.

V. REQUEST FOR CONTINUANCES

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF NOVEMBER 20, 2025

Recommended Action: Approve and file

ITEM NO. 2 KRISTI A. DUMONT TRUST ENCROACHMENT (PA2025-0228)
Site Location: 520 POINTSETTIA AVENUE UNITS A, B & C

Summary:

A request to waive City Council Policy L-6 to retain certain existing, non-compliant private improvements encroaching into the 50-foot-wide Third Avenue public right-of-way and the 50-foot-wide Poinsettia Avenue public right-of-way. As part of this consideration, staff is recommending the removal of other non-compliant improvements within the same public rights-of-way due to traffic safety concerns.

Recommended Actions:

1. Find the project exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3) (Preliminary Review), and Section 15301 Class 1 (Existing Facilities) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment; and
2. Adopt Resolution No. PC2026-001, waiving City Council Policy L-6 (Encroachments in Public Rights-of-Way) and approving Encroachment No. N2025-0390, to retain certain existing improvements which encroach into the public right-of-way, including brick hardscape, a low brick wall, brick pilaster, a gate, and landscaping and requiring the removal of an existing fence, lights, hedge, and tall landscaping within the traffic safety visibility area.

VIII. PUBLIC HEARING ITEMS

ITEM NO. 3 EL CHOLO OUTDOOR DINING PATIO EXPANSION (PA2025-0042)

**Site Location: 3520 East Coast Highway, 3536 East Coast Highway,
410 Narcissus Avenue, 409 Orchid Avenue**

Summary:

A request to expand the existing outdoor dining patio by 975 square feet, resulting in a total of 1,709 square feet of outdoor dining area, with no change to the existing 5,012-square-foot interior of the restaurant. The proposed hours of operation for the outdoor patio are from 10 a.m. and 11 p.m., daily, consistent with the interior restaurant hours. No live entertainment, dancing, or late hours are proposed, and there are no changes to the existing Type 47 (On-Sale General – Eating Place) California Department of Alcoholic Beverage Control license. To authorize the expanded outdoor dining area, the applicant requests a waiver of 17 of the 66 required parking spaces and authorization to provide the remaining spaces through a combination of off-site parking lots. Approval of the project would supersede all previous approvals.

Recommended Actions:

1. Conduct a public hearing;
2. Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 under Class 1 (Existing Facilities) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment; and
3. Adopt Resolution No. PC2026-001, approving the Conditional Use Permit filed as PA2025-0042.

IX. STAFF AND COMMISSIONER ITEMS

ITEM NO. 4 MOTION FOR RECONSIDERATION

ITEM NO. 5 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

ITEM NO. 6 REQUESTS FOR EXCUSED ABSENCES

X. ADJOURNMENT



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No.15

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jason Al-Imam, Adminstrative Services Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov

PREPARED BY: Abigail Marin, Senior Budget Analyst - 949-644-3042, amarin@newportbeachca.gov

TITLE: Resolution No. 2026-06 – Correcting Certain Scrivner’s Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines and Fees

ABSTRACT:

The Fiscal Year 2023-24 Schedule of Rents, Fines and Fees (SRFF) was adopted by the City Council on April 23, 2024, and revised the schedule’s format to consolidate the presentation of rents, fines and fees for ease of viewing. During this consolidation, certain building fee notes containing clarifying language were inadvertently omitted in this and subsequent iterations of the SRFF. The proposed corrections, which restore this clarifying language, are reflected in the attached exhibit to the resolution presented to City Council.

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. 2026-06, *A Resolution of the City of Newport Beach, California, Correcting Certain Scrivner’s Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines, and Fees.*

DISCUSSION:

On April 23, 2024, the SRFF was presented to the City Council and included a layout and presentation of the schedule designed to improve readability and usability due to the density of information in the prior versions. Since this date, the new formatting of the document has been in use for yearly review of certain departments and updates in the Consumer Price Index (CPI). The consolidation effort, while intended to improve usability, resulted in the loss of some key information. The exhibit attached to Resolution 2026 - 06, presented for the City Council’s consideration, depicts the addition of clarifying notes

Resolution No. 2026-06 – Correcting Certain Scrivner’s Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines and

Fees

January 27, 2026

Page 2

to restore the missing details to the latest version of the SRFF, which was adopted by the City Council on April 29, 2025.

Should the Council adopt the resolution, the corrections will be reflected in the comprehensive SRFF.

FISCAL IMPACT:

No fiscal impact is anticipated. The proposed clarifying language is intended to improve public understanding of the fee.

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. 2026-06

Attachment B – Redline of Proposed Revisions to SRFF

RESOLUTION NO. 2026- 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CORRECTING CERTAIN SCRIVNER'S ERRORS RELATED TO BUILDING AND PLAN CHECK FEES AND CLARIFYING NOTATIONS WITHIN THE SCHEDULE OF RENTS, FINES, AND FEES

WHEREAS, Section 3.36.010 (Findings) of the Newport Beach Municipal Code ("NBMC") provides that services and programs that primarily benefit a person requesting the service are traditionally funded in whole, or in part, from fees charged to the person requesting the service;

WHEREAS, a fee study was conducted by ClearSource Financial Consulting which completed a comprehensive review and update to the City's user and regulatory fees;

WHEREAS, following completion of the fee study, the City Council adopted Resolution No. 2023-30 on June 13, 2023, which adopted a modified Schedule of Rents, Fines, and Fees ("SRFF") including building and plan check fees;

WHEREAS, in 2024, the City completed departmental fee studies for Finance, Harbor, Public Works and Utilities Departments as well as revamping the SRFF;

WHEREAS, the City Council adopted Resolution No. 2024-29, which removed substantive information related to certain building and plan check fees;

WHEREAS, the City Council adopted Resolution No. 2025-17 on April 29, 2025, which amended the FY 2025-26 Schedule of Rents, Fines and Fees, which contained some scrivener's errors that identified certain building and plan check fees as a flat rate fee when they should have been a variable rate fee and inadvertently omitted certain descriptive notes; and

WHEREAS, the City Council desires to correct the SRFF as set forth in Exhibit 1.

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

Section 1: The City Council does hereby amend the SRFF, as set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.

Section 2: That portion of the SRFF adopted pursuant to Resolution No. 2025-17 containing overlooked notations which are in conflict herewith is hereby repealed and of no further force or effect.

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

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

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

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

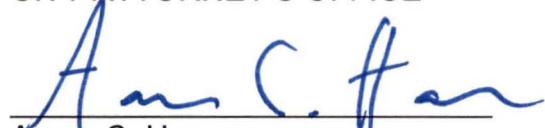
ADOPTED this 27th day of January, 2026.

Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit 1 – Amendment to FY 2025-26 SRFF

Exhibit 1

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Permit Issuance Fee					
1 Permit Issuance Fee	\$41.00	\$42.00	flat fee		Yes
2 Supplemental Permits Issuance, Fee For Each Permit	\$12.00	\$12.00	flat fee		Yes
3 Building Standards (SB 1473) Fee (Valuation)					
a) \$1 - \$25,000	\$1.00	\$1.00	flat fee	[a]	No
b) \$25,001 - \$50,000	\$2.00	\$2.00	flat fee	[a]	No
c) \$50,001 - \$75,000	\$3.00	\$3.00	flat fee	[a]	No
d) \$75,001 - \$100,000	\$4.00	\$4.00	flat fee	[a]	No
e) Each Add'l \$25,000 or fraction thereof	Add \$1	Add \$1	variable fee	[a]	No
4 General Plan Maintenance Fee - % of Building Permit Fee	5.00%	5.00%	determined through reference fee	[b]	No
5 Record Management Fee - Per Sheet	\$2.00	\$2.00	per sheet		No
6 Strong Motion Instrumentation (SMI) Fee					
a) Category 1 Construction (1 to 3 Story Residential)	Greater of \$0.50 or valuation x .00013	Greater of \$0.50 or valuation x .00013	variable fee	[c]	No
b) Category 2 Construction (Over 3 story Residential and all Commercial)	Greater of \$0.50 or valuation x .00028	Greater of \$0.50 or valuation x .00028	variable fee	[c]	No
7 Building Waste Management Administration Fee	\$28.00	\$29.00	flat fee		Yes
<u>Building Permit</u>					
8 Additions of Residential Garages/Carports					
a) Plan Review	\$450.00	\$464.00	flat fee		Yes
b) Permit & Inspection	\$718.00	\$740.00	flat fee		Yes
9 Fences/Retaining Walls					
a) Plan Review	Same As Plan Review	Same As Plan Review	variable fee		No
b) Permit & Inspection	Same As Building Permit Fee Table	Same As Building Permit Fee Table	variable fee		No
10 Fire Sprinkler/Alarms/Misc.					
a) Plan Review	\$240.00	\$248.00	flat fee		Yes
b) Permit & Inspection	\$291.00	\$300.00	flat fee		Yes
11 Harbor Construction					
a) Plan Review	\$346.00	\$346.00	flat fee	[d]	No
b) Permit & Inspection	\$331.00	\$331.00	flat fee	[d]	No
12 Patios/Decks/Trellis					
a) Plan Review	\$347.00	\$358.00	flat fee		Yes
b) Permit & Inspection	\$422.00	\$435.00	flat fee		Yes
13 Pool/Spa					
a) Plan Review	\$429.00	\$443.00	flat fee		Yes
b) Permit & Inspection	\$478.00	\$493.00	flat fee		Yes
14 Re-Roof					
a) Plan Review	\$185.00	\$190.00	flat fee		Yes
b) Permit & Inspection	\$381.00	\$393.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
15 Solar					
a) Residential					
i) 15 kW or Less:					
a) Plan Review	\$210.00	\$210.00	flat fee	[e]	No
b) Permit & Inspection	\$240.00	\$240.00	flat fee	[e]	No
ii) More than 15 kW					
a) Plan Review	\$210.00	\$210.00	flat fee	[e]	No
b) Permit & Inspection					
i) First 15 kW	\$240.00	\$240.00	flat fee	[e]	No
ii) Each Additional kW	\$15.00	\$15.00	flat fee	[e]	No
b) Commercial					
i) 50 kW or Less:					
a) Plan Review	\$460.00	\$460.00	flat fee	[e]	No
b) Permit & Inspection	\$540.00	\$540.00	flat fee	[e]	No
ii) 50 kW to 250 kW					
a) Plan Review					
i) First 50 kW	\$460.00	\$460.00	flat fee	[e]	No
ii) Each Additional kW above 50 kW	\$3.22	\$3.22	flat fee	[e]	No
b) Permit & Inspection					
i) First 50 kW	\$540.00	\$540.00	flat fee	[e]	No
ii) Each Additional kW above 50 kW	\$3.78	\$3.78	flat fee	[e]	No
iii) More than 250 kW					
a) Plan Review					
i) First 250 kW	\$1,103.00	\$1,103.00	flat fee	[e]	No
ii) Each Additional kW above 250 kW	\$2.30	\$2.30	flat fee	[e]	No
b) Permit & Inspection					
i) First 250 kW	\$1,297.00	\$1,297.00	flat fee	[e]	No
ii) Each Additional kW above 250 kW	\$2.70	\$2.70	flat fee	[e]	No
16 Non-Residential, Residential Alterations, Misc. Fences/Retaining Walls					
a) Plan Review	87% of Building Permit Fee	87% of Building Permit Fee	flat fee		No
b) Permit & Inspection					
i) \$1.00 To \$2,000.00	\$121.00	\$125.00	flat fee		Yes
ii) \$2,001.00 To \$25,000.00	\$122.00	\$126.00	variable fee	[f]	Yes
iii) \$25,001.00 To \$50,000.00	\$553.00	\$571.00	variable fee	[g]	Yes
iv) \$50,001.00 To \$100,000.00	\$898.00	\$926.00	variable fee	[h]	Yes
v) \$100,001.00 To \$500,000.00	\$1,373.00	\$1,416.00	variable fee	[i]	Yes
vi) \$500,001.00 To \$1,000,000.00	\$4,207.00	\$4,338.00	variable fee	[j]	Yes
vii) \$1,000,001.00 to \$5,000,000.00	\$7,385.00	\$7,615.00	variable fee	[k]	Yes
viii) Over \$5,000,000	\$24,260.00	\$25,015.00	variable fee	[l]	Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
17 One/Two Family Addition					
a) Plan Review					
i) 0-100 SF	\$707.00	\$730.00	flat fee	Yes	
ii) 101-250 SF	\$920.00	\$949.00	flat fee	Yes	
iii) 251-500 SF	\$1,274.00	\$1,314.00	flat fee	Yes	
iv) 501-1,000 SF	\$1,770.00	\$1,825.00	flat fee	Yes	
v) 1,001-2,000 SF	\$2,620.00	\$2,701.00	flat fee	Yes	
vi) 2,001-3,000 SF	\$3,894.00	\$4,015.00	flat fee	Yes	
vii) 3,001+ SF	\$4,885.00	\$5,037.00	flat fee	Yes	
b) Permit & Inspection					
i) 0-100 SF	\$679.00	\$700.00	flat fee	Yes	
ii) 101-250 SF	\$905.00	\$933.00	flat fee	Yes	
iii) 251-500 SF	\$1,471.00	\$1,517.00	flat fee	Yes	
iv) 501-1,000 SF	\$2,263.00	\$2,333.00	flat fee	Yes	
v) 1,001-2,000 SF	\$3,395.00	\$3,500.00	flat fee	Yes	
vi) 2,001-3,000 SF	\$4,867.00	\$5,018.00	flat fee	Yes	
vii) 3,001+ SF	\$6,225.00	\$6,418.00	flat fee	Yes	
18 One/Two Family Structure					
a) Plan Review					
i) 0-2,500 SF	\$3,648.00	\$3,761.00	flat fee	Yes	
ii) 2,501-3,500 SF	\$4,147.00	\$4,276.00	flat fee	Yes	
iii) 3,501-4,500 SF	\$5,365.00	\$5,532.00	flat fee	Yes	
iv) 4,501-5,500 SF	\$6,573.00	\$6,777.00	flat fee	Yes	
v) 5,501+ SF	\$7,828.00	\$8,071.00	flat fee	Yes	
b) Permit & Inspection					
i) 0-2,500 SF	\$4,052.00	\$4,178.00	flat fee	Yes	
ii) 2,501-3,500 SF	\$5,768.00	\$5,947.00	flat fee	Yes	
iii) 3,501-4,500 SF	\$6,408.00	\$6,607.00	flat fee	Yes	
iv) 4,501-5,500 SF	\$7,453.00	\$7,684.00	flat fee	Yes	
v) 5,501+ SF	\$10,172.00	\$10,488.00	flat fee	Yes	
19 One/Two Family Shoring					
a) Plan Review	\$1,103.00	\$1,138.00	flat fee	Yes	
b) Permit & Inspection	\$661.00	\$682.00	flat fee	Yes	

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Electrical Permit Fees					
20 Combination Electrical Permit					
a) Residential Construction	7% of Bldg Permit Fee	7% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	14% of Bldg Permit Fee	14% of Bldg Permit Fee	flat fee	[m]	No
Electrical Permit Fees - Per Unit Fees					
21 Residential Appliances	\$7.00	\$7.00	each		Yes
For each fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditions; space heater; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (746W) in rating.					
22 Non-Residential Appliances	\$7.00	\$7.00	each		Yes
For each nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA) in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment.					
23 Receptacle, Switch and Light Outlets					
a) Fee For Each Outlets, First 20	\$2.00	\$2.00	flat fee		Yes
b) Fee For Each Outlets, After First 20	\$1.00	\$1.00	each		Yes
c) Fee For Each Low Voltage Outlet, First 20	\$2.00	\$2.00	flat fee		Yes
d) Fee For Each Low Voltage Outlet, After First 20	\$1.00	\$1.00	each		Yes
24 Lighting Fixtures					
a) Fee For Each Lighting Fixtures, First 20	\$2.00	\$2.00	flat fee		Yes
b) Fee For Each Lighting Fixture, After 20	\$1.00	\$1.00	each		Yes
c) Fee For Each Pole or Platform-Mounted Lighting Fixtures	\$2.00	\$2.00	flat fee		Yes
d) Fee For Each Theatrical-type Lighting Fixtures Or Assemblies	\$2.00	\$2.00	each		Yes
25 Power Apparatus (each)					
a) Up to and including 1	\$7.00	\$7.00	flat fee		Yes
b) Over 1 and Not Over 10	\$21.00	\$22.00	flat fee		Yes
c) Over 10 and Not Over 50	\$42.00	\$43.00	flat fee		Yes
d) Over 50 and Not Over 100	\$82.00	\$85.00	flat fee		Yes
e) Over 100	\$127.00	\$131.00			Yes
26 Busways	\$11.00	\$11.00	flat fee		Yes
Each 100 ft. or Fraction Thereof For Trolley & Plug-in Type Additional Fees For Other Fixtures Connected To The Trolley					
27 Signs, Outline Lighting and Marquees - Each	\$44.00	\$45.00	each		Yes
Supplied from one branch circuit					
28 Services (Service Change)					
a) 600 Volts or Less and Not Over 200 Amperes in Rating	\$50.00	\$52.00	flat fee		Yes
b) 600 Volts or Less and Over 200 Amperes to 1,000 Amperes	\$105.00	\$108.00	flat fee		Yes
c) Over 600 Volts or Over 1,000 Amperes in Rating	\$208.00	\$215.00	flat fee		Yes
29 Miscellaneous Apparatus, Conduits and Conductors	\$31.00	\$31.00	flat fee		Yes
For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.					
Carnivals and Circuses					
30 Special Event, Each Generator, Electrical	\$44.00	\$45.00	each		Yes
31 Special Event Lighting	\$11.00	\$11.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Temporary Power Service					
32 Temporary Power Service	\$44.00	\$45.00	flat fee		Yes
33 Fee For Each Temporary Service Pedestal	\$44.00	\$45.00	each		Yes
34 Fee For Each Temp. Distribution System, Lighting, Outlet, Decorative Site, Temp Receptacles, Switches And Lighting Outlets In Which Current Is Controlled (Except Services, Feeders, Meters)	\$22.00	\$23.00	each		Yes
Electrical Plan Review					
35 Electrical Plan Review	87% of Total Electrical Permit Fee	87% of Total Electrical Permit Fee	flat fee	[m]	No
Mechanical Permit Fees					
36 Combination Mechanical Permit					
a) Residential Construction	4% of Bldg Permit Fee	4% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	11% of Bldg Permit Fee	11% of Bldg Permit Fee	flat fee	[m]	No
Mechanical Permit Fee - Per Unit Fees					
37 Furnaces					
a) For the installation or relocation of each forced-air or gravity-type					
i) Up to and including 100,000 Btu/h	\$23.00	\$24.00	each		Yes
ii) Over 100,000 Btu/h	\$27.00	\$28.00	each		Yes
b) Fee For Each Floor Furnace, Including Vent	\$23.00	\$24.00	each		Yes
c) Fee For Each Suspended Heater, Recessed Wall Heater or Floor-Mounted Unit Heater	\$23.00	\$24.00	each		Yes
38 Appliance Vents	\$11.00	\$11.00	each		Yes
Fee For Each Installation, Relocation, Replacement of Appliance Vent					
39 Repairs or Additions	\$23.00	\$24.00	each		Yes
Fee For Each Repair, Alteration of, or Addition to Heating / Cooling Appliances					
40 Boilers, Compressors and Absorption Systems					
a) Fee For Each Boiler or Compressor to and Including 3 HP	\$23.00	\$24.00	each		Yes
b) Fee For Each Absorption System to and Including 100,000 Btu/h	\$23.00	\$24.00	each		Yes
c) Fee For Each Boiler or Compressor Over 3 HP to and including 15 HP	\$42.00	\$43.00	each		Yes
d) Fee For Each Absorption Sys. Over 100,000 Btu/h & including 500,000	\$42.00	\$43.00	each		Yes
e) Fee For Each Boiler or Compressor Over 15 HP to and including 30 HP	\$58.00	\$60.00	each		Yes
f) Fee For Each Absorption Sys. Over 500,000 Btu/h & including 1,000,000	\$58.00	\$60.00	each		Yes
g) Fee For Each Boiler or Compressor Over 30 HP to and including 50 HP	\$87.00	\$90.00	each		Yes
h) Fee For Each Absorption Sys. Over 1,000,000 Btu/h including 1,750,000	\$87.00	\$90.00	each		Yes
i) Fee For Each Boiler or Compressor over 50 HP	\$147.00	\$152.00	each		Yes
j) Fee For Each Absorption System Over 1,750,000 Btu/h	\$147.00	\$152.00	each		Yes
41 Air Handlers					
a) Fee For Each Air handling Unit To & Including 10,000 Cu Ft/Min Including	\$15.00	\$15.00	each		Yes
b) Fee For Each Air Handling Unit Over 10,000 cfm	\$27.00	\$28.00	each		Yes
42 Evaporative Cooler	\$15.00	\$15.00	each		Yes
Fee For Each Evaporative Cooler Other Than Portable Type					
Ventilation and Exhaust					
43 Fee For Each Ventilation Fan Connected to a Single Duct	\$11.00	\$11.00	each		Yes
44 Fee For Each Ventilation System Not Connected to Any Other System	\$15.00	\$15.00	each		Yes
45 Fee For Each Hood Served by Mech Exhaust, Including Ducts	\$15.00	\$15.00	each		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Incinerators					
46 Fee For Each Domestic Type Incinerator	\$27.00	\$28.00	each		Yes
47 Fee For Each Commercial or Industrial Type Incinerator	\$118.00	\$122.00	each		Yes
Miscellaneous					
48 For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which other fee is listed in the table.	\$15.00	\$15.00	each		Yes
Mechanical Plan Review					
49 Mechanical Plan Review	87% of Total Mechanical Permit Fee	87% of Total Mechanical Permit Fee	flat fee	[m]	No
<u>Plumbing Permit Fees</u>					
50 Combination Plumbing Permit					
a) Residential Construction	9% of Bldg Permit Fee	9% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	9% of Bldg Permit Fee	9% of Bldg Permit Fee	flat fee	[m]	No
Plumbing Permit Fees - Per Unit Fees					
51 Fee For Each Plumbing Fixture, Trap, Set of Fixtures on One Trap	\$16.00	\$17.00	each		Yes
52 Fee For Each Building Sewer, Trailer Park Sewer	\$42.00	\$43.00	each		Yes
53 Fee Per Drain In Rainwater Systems	\$16.00	\$17.00	per drain		Yes
54 Fee For Each Cesspool	\$62.00	\$63.00	each		Yes
55 Fee For Each Private Sewage Disposal System	\$126.00	\$130.00	each		Yes
56 Fee For Each Industrial Waste Pretreatment Interceptor, Excepting Kitchen Type Grease Inter. Functioning As Fixture Traps	\$33.00	\$34.00	each		Yes
57 Fee For Each Water Piping, Water Treating Equipment	\$8.00	\$8.00	each		Yes
58 Fee For Each Drainage or Vent Piping Fixture	\$8.00	\$8.00	each		Yes
59 Fee For Each Lawn Sprinkler System on One Meter, Backflow Protection Dev.	\$24.00	\$25.00	each		Yes
60 Atmospheric Type Vacuum Breakers					
a) 1 To 5 Atmospheric Type Vacuum Breakers	\$19.00	\$20.00	flat fee		Yes
b) Each Additional, In Excess of Five	\$4.00	\$4.25	each		Yes
61 Backflow Protective Device					
a) 2 Inches & Smaller - Each	\$19.00	\$20.00	each		Yes
b) Over 2 Inches - Each	\$42.00	\$43.00	each		Yes
62 Gas Piping System					
a) One to Four Outlets	\$8.00	\$8.00	flat fee		Yes
b) Each Additional Outlet	\$2.00	\$2.00	each		Yes
63 Water Heater and/or Vent Permit - Each	\$34.00	\$35.00	each		Yes
Plumbing Plan Review					
64 Plumbing Plan Review	87% of Total Plumbing Permit Fee	87% of Total Plumbing Permit Fee	flat fee	[m]	No

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
<u>Grading, Drainage, and Water Quality Management</u>					
Grading					
65 Grading Plan Review					
a) Grading Plan Review by City Staff	87% of Grading Permit Fee	87% of Grading Permit Fee	flat fee	[m]	No
b) Grading Plan Review of Complex Projects by Consultant	133% of Consultant Fee	133% of Consultant Fee	flat fee	[n]	No
66 Grading Permit Fee - Calculated based on cut or fill which ever is greater					
a) 0-200 Cubic Yards	\$1,057.00	\$1,090.00	flat fee		Yes
b) 201-300 Cubic Yards	\$1,083.00	\$1,116.00	flat fee		Yes
c) 301-400 Cubic Yards	\$1,109.00	\$1,143.00	flat fee		Yes
d) 401-500 Cubic Yards	\$1,136.00	\$1,172.00	flat fee		Yes
e) 501-600 Cubic Yards	\$1,186.00	\$1,223.00	flat fee		Yes
f) 601-700 Cubic Yards	\$1,237.00	\$1,275.00	flat fee		Yes
g) 701-800 Cubic Yards	\$1,289.00	\$1,330.00	flat fee		Yes
h) 801-900 Cubic Yards	\$1,340.00	\$1,382.00	flat fee		Yes
i) 901-1,000 Cubic Yards	\$1,391.00	\$1,434.00	flat fee		Yes
j) 1,001-10,000 Cubic Yards	\$1,397.00	\$1,440.00	variable fee	[o]	Yes
k) 10,001-100,000 Cubic Yards	\$5,773.00	\$5,953.00	variable fee	[p]	Yes
l) 100,001 Cubic Yards or more	\$10,282.00	\$10,602.00	variable fee	[q]	Yes
67 Grading Permit Fees (Based on Site Improvements) Curb & Gutter, Paving, Erosion Control	Same As Building Permit Fee Table	Same As Building Permit Fee Table	flat fee	[m]	No
68 Grading Bond Fee	\$494.00	\$509.00	flat fee		Yes
Drainage					
69 Alteration to Drainage					
a) Plan Review	\$216.00	\$222.00	flat fee		Yes
b) Permit & Inspection	\$257.00	\$265.00	flat fee		Yes
Water Quality Management					
70 Water Quality Management - Commercial Projects					
a) Plan Review	\$299.00	\$309.00	flat fee	[r]	Yes
b) Permit & Inspection	\$380.00	\$392.00	flat fee		Yes
71 Water Quality Management - Residential Projects					
a) Plan Review	\$207.00	\$214.00	flat fee	[r]	Yes
b) Permit & Inspection	\$308.00	\$317.00	flat fee		Yes
Other					
Accessibility Hardship					
72 Accessibility Hardship	\$1,341.00	\$1,383.00	flat fee		Yes
Appeals					
a) Appeals Board Hearing - Appellant Unsuccessful	\$1,827.00	\$1,884.00	flat fee	[d]	Yes
b) Appeals Board Hearing - Appellant Successful	\$0.00	\$0.00	flat fee	[d]	Yes
Certificates and Reports					
74 Temporary Certificate of Occupancy	\$251.00	\$258.00	flat fee		Yes
75 Temporary Certificate of Occupancy - Renewable	\$133.00	\$137.00	flat fee		Yes
76 Residential Building Report					
a) Residential Building Report - Any Occupancy Type	\$214.00	\$221.00	flat fee		Yes
b) Residential Building Report - Re-Inspection	\$142.00	\$147.00	flat fee		Yes
77 Real Property Document Prep/Transfer/Assign/Ext	\$317.00	\$327.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Demolition					
78 Demolition - Multi-Family Structure					
a) Plan Review	\$350.00	\$361.00	flat fee	Yes	
b) Permit & Inspection	\$122.00	\$126.00	flat fee	Yes	
79 Demolition - One Family Structure					
a) Plan Review	\$350.00	\$361.00	flat fee	Yes	
b) Permit & Inspection	\$146.00	\$151.00	flat fee	Yes	
80 Demolition - Other Than Structure					
a) Plan Review	\$355.00	\$366.00	flat fee	Yes	
b) Permit & Inspection	\$133.00	\$137.00	flat fee	Yes	
Duplicate Drawings					
81 Authorization to duplicate record drawings	\$42.00	\$43.00	flat fee	Yes	
Extension: 3-Year Building Permit Extension					
a) Request to Building Official	\$221.00	\$228.00	flat fee	Yes	
b) Request to Hearing Officer	\$1,469.00	\$1,515.00	flat fee	Yes	
Flood Zone Determination					
83 Flood Zone Determination	\$125.00	\$128.00	flat fee	Yes	
Special Inspector Licenses					
a) Special Inspector License Application - New or Renewal	\$59 - \$122	\$59.00	per certification	Yes	
Other Inspections Fees					
85 Off-Hours Inspection Request - Per Hour, 2 Hour Minimum	\$267.00	\$276.00	per hour	Yes	
86 Other Inspections - Per Hour Inspections Not Otherwise Specified / One Hour Minimum	\$227.00	\$234.00	per hour	Yes	
87 Re-Inspection - Per Hour Assessed When Corrections Are Not Completed	\$227.00	\$234.00	per hour	Yes	
Other Plan Review Fees					
88 Alternate Materials & Methods Each Item	\$316.00	\$326.00	flat fee	Yes	
89 Determination of Unreasonable Hardship	\$387.00	\$399.00	flat fee	Yes	
90 Disabled Access Compliance Review	0.1% of Construction Cost	0.1% of Construction Cost	flat fee	[s]	No
91 Energy Compliance Review	0.07% of Construction Cost	0.07% of Construction Cost	flat fee	[t]	No
92 Expedite Plan Review	1.75 X Regular Plan Review Fees, \$495 minimum \$73.00	1.75 X Regular Plan Review Fees, \$511 minimum \$75.00	flat fee	Yes	
93 Plan Check / Permit Extension			flat fee	Yes	
94 Repetitive Plan Review Similar Units In Tracts Containing More Than 5 Units After Model When Full	25% of Plan Review Fee	25% of Plan Review Fee	flat fee	[m]	No
95 Plan Check Hourly Rate - Per Hour	\$283.00	\$292.00	per hour	Yes	

[a] Fee established by State of CA.

[b] Fee will be applied to permit fees for all new construction, additions, and additions with alterations for residential and commercial projects.

[c] Section 2705 Public Resources Code

[d] Stated fee accounts for subsidy per M.C. 3.36.030 Exhibit A.

[e] GC Sec. 66015

[f] Base fee for the first \$2,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$25,000; increment \$18.15

[g] Base fee for the first \$25,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$50,000; increment \$13.32

[h] Base fee for the first \$50,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$100,000; increment \$9.20

[i] Base fee for the first \$100,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$500,000; increment \$6.86

[j] Base fee for the first \$500,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$1,000,000; increment \$6.15

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
[k] Base fee for the first \$1,000,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$5,000,000; increment \$4.08					
[l] Base fee for the first \$5,000,000 + incremental cost for each addtl \$5,000 or a fraction of; increment \$4.08					
[m] CPI adjusted indirectly through referenced fee					
[n] CPI adjusted indirectly through referenced fee (Consultant 100% Pass Thru, City Staff COS-Fee 18% of Consultant fee)					
[o] Base fee for the first 1,000 cubic yards + incremental cost for each addtl 1,000 CY or fraction of, to and including 10,000 CY; increment \$470.44					
[p] Base fee for the first 10,000 cubic yards + incremental cost for each addtl 10,000 CY or fraction of, to and including 100,000 CY; increment \$484.78					
[q] Base fee for the first 100,000 cubic yards + incremental cost for each addtl 10,000 CY or fraction of; increment \$459					
[r] Actual costs of licensed contractor					
[s] Minimum \$91. Maximum \$944. CPI adjusted indirectly through referenced fee					
[t] Minimum \$61. Maximum 1 & 2 dwelling \$303. \$550 maximum for all others. CPI adjusted indirectly through referenced fee					

Attachment B

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Permit Issuance Fee					
1 Permit Issuance Fee	\$41.00	\$42.00	flat fee		Yes
2 Supplemental Permits Issuance, Fee For Each Permit	\$12.00	\$12.00	flat fee		Yes
3 Building Standards (SB 1473) Fee (Valuation)					
a) \$1 - \$25,000	\$1.00	\$1.00	flat fee	[a]	No
b) \$25,001 - \$50,000	\$2.00	\$2.00	flat fee	[a]	No
c) \$50,001 - \$75,000	\$3.00	\$3.00	flat fee	[a]	No
d) \$75,001 - \$100,000	\$4.00	\$4.00	flat fee	[a]	No
e) Each Add'l \$25,000 or fraction thereof	Add \$1	Add \$1	variable fee	[a]	No
4 General Plan Maintenance Fee - % of Building Permit Fee	5.00%	5.00%	determined through reference fee	[b]	No
5 Record Management Fee - Per Sheet	\$2.00	\$2.00	per sheet		No
6 Strong Motion Instrumentation (SMI) Fee					
a) Category 1 Construction (1 to 3 Story Residential)	Greater of \$0.50 or valuation x .00013	Greater of \$0.50 or valuation x .00013	variable fee	[c]	No
b) Category 2 Construction (Over 3 story Residential and all Commercial)	Greater of \$0.50 or valuation x .00028	Greater of \$0.50 or valuation x .00028	variable fee	[c]	No
7 Building Waste Management Administration Fee	\$28.00	\$29.00	flat fee		Yes
<u>Building Permit</u>					
8 Additions of Residential Garages/Carports					
a) Plan Review	\$450.00	\$464.00	flat fee		Yes
b) Permit & Inspection	\$718.00	\$740.00	flat fee		Yes
9 Fences/Retaining Walls					
a) Plan Review	Same As Plan Review	Same As Plan Review	variable fee		No
b) Permit & Inspection	Same As Building Permit Fee Table	Same As Building Permit Fee Table	variable fee		No
10 Fire Sprinkler/Alarms/Misc.					
a) Plan Review	\$240.00	\$248.00	flat fee		Yes
b) Permit & Inspection	\$291.00	\$300.00	flat fee		Yes
11 Harbor Construction					
a) Plan Review	\$346.00	\$346.00	flat fee	[d]	No
b) Permit & Inspection	\$331.00	\$331.00	flat fee	[d]	No
12 Patios/Decks/Trellis					
a) Plan Review	\$347.00	\$358.00	flat fee		Yes
b) Permit & Inspection	\$422.00	\$435.00	flat fee		Yes
13 Pool/Spa					
a) Plan Review	\$429.00	\$443.00	flat fee		Yes
b) Permit & Inspection	\$478.00	\$493.00	flat fee		Yes
14 Re-Roof					
a) Plan Review	\$185.00	\$190.00	flat fee		Yes
b) Permit & Inspection	\$381.00	\$393.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
15 Solar					
a) Residential					
i) 15 kW or Less:					
a) Plan Review	\$210.00	\$210.00	flat fee	[e]	No
b) Permit & Inspection	\$240.00	\$240.00	flat fee	[e]	No
ii) More than 15 kW					
a) Plan Review	\$210.00	\$210.00	flat fee	[e]	No
b) Permit & Inspection					
i) First 15 kW	\$240.00	\$240.00	flat fee	[e]	No
ii) Each Additional kW	\$15.00	\$15.00	flat fee	[e]	No
b) Commercial					
i) 50 kW or Less:					
a) Plan Review	\$460.00	\$460.00	flat fee	[e]	No
b) Permit & Inspection	\$540.00	\$540.00	flat fee	[e]	No
ii) 50 kW to 250 kW					
a) Plan Review					
i) First 50 kW	\$460.00	\$460.00	flat fee	[e]	No
ii) Each Additional kW above 50 kW	\$3.22	\$3.22	flat fee	[e]	No
b) Permit & Inspection					
i) First 50 kW	\$540.00	\$540.00	flat fee	[e]	No
ii) Each Additional kW above 50 kW	\$3.78	\$3.78	flat fee	[e]	No
iii) More than 250 kW					
a) Plan Review					
i) First 250 kW	\$1,103.00	\$1,103.00	flat fee	[e]	No
ii) Each Additional kW above 250 kW	\$2.30	\$2.30	flat fee	[e]	No
b) Permit & Inspection					
i) First 250 kW	\$1,297.00	\$1,297.00	flat fee	[e]	No
ii) Each Additional kW above 250 kW	\$2.70	\$2.70	flat fee	[e]	No
16 Non-Residential, Residential Alterations, Misc. Fences/Retaining Walls					
a) Plan Review	87% of Building Permit Fee	87% of Building Permit Fee	flat fee		No
b) Permit & Inspection					
i) \$1,00 To \$2,000.00	\$121.00	\$125.00	flat fee		Yes
ii) \$2,001.00 To \$25,000.00	\$122.00	\$126.00	variable fee	[f]	Yes
iii) \$25,001.00 To \$50,000.00	\$553.00	\$571.00	variable fee	[g]	Yes
iv) \$50,001.00 To \$100,000.00	\$898.00	\$926.00	variable fee	[h]	Yes
v) \$100,001.00 To \$500,000.00	\$1,373.00	\$1,416.00	variable fee	[i]	Yes
vi) \$500,001.00 To \$1,000,000.00	\$4,207.00	\$4,338.00	variable fee	[j]	Yes
vii) \$1,000,001.00 to \$5,000,000.00	\$7,385.00	\$7,615.00	variable fee	[k]	Yes
viii) Over \$5,000,000	\$24,260.00	\$25,015.00	variable fee	[l]	Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
17 One/Two Family Addition					
a) Plan Review					
i) 0-100 SF	\$707.00	\$730.00	flat fee	Yes	Yes
ii) 101-250 SF	\$920.00	\$949.00	flat fee	Yes	Yes
iii) 251-500 SF	\$1,274.00	\$1,314.00	flat fee	Yes	Yes
iv) 501-1,000 SF	\$1,770.00	\$1,825.00	flat fee	Yes	Yes
v) 1,001-2,000 SF	\$2,620.00	\$2,701.00	flat fee	Yes	Yes
vi) 2,001-3,000 SF	\$3,894.00	\$4,015.00	flat fee	Yes	Yes
vii) 3,001+ SF	\$4,885.00	\$5,037.00	flat fee	Yes	Yes
b) Permit & Inspection					
i) 0-100 SF	\$679.00	\$700.00	flat fee	Yes	Yes
ii) 101-250 SF	\$905.00	\$933.00	flat fee	Yes	Yes
iii) 251-500 SF	\$1,471.00	\$1,517.00	flat fee	Yes	Yes
iv) 501-1,000 SF	\$2,263.00	\$2,333.00	flat fee	Yes	Yes
v) 1,001-2,000 SF	\$3,395.00	\$3,500.00	flat fee	Yes	Yes
vi) 2,001-3,000 SF	\$4,867.00	\$5,018.00	flat fee	Yes	Yes
vii) 3,001+ SF	\$6,225.00	\$6,418.00	flat fee	Yes	Yes
18 One/Two Family Structure					
a) Plan Review					
i) 0-2,500 SF	\$3,648.00	\$3,761.00	flat fee	Yes	Yes
ii) 2,501-3,500 SF	\$4,147.00	\$4,276.00	flat fee	Yes	Yes
iii) 3,501-4,500 SF	\$5,365.00	\$5,532.00	flat fee	Yes	Yes
iv) 4,501-5,500 SF	\$6,573.00	\$6,777.00	flat fee	Yes	Yes
v) 5,501+ SF	\$7,828.00	\$8,071.00	flat fee	Yes	Yes
b) Permit & Inspection					
i) 0-2,500 SF	\$4,052.00	\$4,178.00	flat fee	Yes	Yes
ii) 2,501-3,500 SF	\$5,768.00	\$5,947.00	flat fee	Yes	Yes
iii) 3,501-4,500 SF	\$6,408.00	\$6,607.00	flat fee	Yes	Yes
iv) 4,501-5,500 SF	\$7,453.00	\$7,684.00	flat fee	Yes	Yes
v) 5,501+ SF	\$10,172.00	\$10,488.00	flat fee	Yes	Yes
19 One/Two Family Shoring					
a) Plan Review	\$1,103.00	\$1,138.00	flat fee	Yes	Yes
b) Permit & Inspection	\$661.00	\$682.00	flat fee	Yes	Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
<u>Electrical Permit Fees</u>					
20 Combination Electrical Permit					
a) Residential Construction	7% of Bldg Permit Fee	7% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	14% of Bldg Permit Fee	14% of Bldg Permit Fee	flat fee	[m]	No
<u>Electrical Permit Fees - Per Unit Fees</u>					
21 Residential Appliances For each fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditions; space heater; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (746W) in rating.	\$7.00	\$7.00	each		Yes
22 Non-Residential Appliances For each nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA) in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment.	\$7.00	\$7.00	each		Yes
23 Receptacle, Switch and Light Outlets					
a) Fee For Each Outlets, First 20	\$2.00	\$2.00	flat fee		Yes
b) Fee For Each Outlets, After First 20	\$1.00	\$1.00	each		Yes
c) Fee For Each Low Voltage Outlet, First 20	\$2.00	\$2.00	flat fee		Yes
d) Fee For Each Low Voltage Outlet, After First 20	\$1.00	\$1.00	each		Yes
24 Lighting Fixtures					
a) Fee For Each Lighting Fixtures, First 20	\$2.00	\$2.00	flat fee		Yes
b) Fee For Each Lighting Fixture, After 20	\$1.00	\$1.00	each		Yes
c) Fee For Each Pole or Platform-Mounted Lighting Fixtures	\$2.00	\$2.00	flat fee		Yes
d) Fee For Each Theatrical-type Lighting Fixtures Or Assemblies	\$2.00	\$2.00	each		Yes
25 Power Apparatus (each)					
a) Up to and including 1	\$7.00	\$7.00	flat fee		Yes
b) Over 1 and Not Over 10	\$21.00	\$22.00	flat fee		Yes
c) Over 10 and Not Over 50	\$42.00	\$43.00	flat fee		Yes
d) Over 50 and Not Over 100	\$82.00	\$85.00	flat fee		Yes
e) Over 100	\$127.00	\$131.00			Yes
26 Busways Each 100 ft. or Fraction Thereof For Trolley & Plug-in Type Additional Fees For Other Fixtures Connected To The Trolley	\$11.00	\$11.00	flat fee		Yes
27 Signs, Outline Lighting and Marquees - Each Supplied from one branch circuit	\$44.00	\$45.00	each		Yes
28 Services (Service Change)					
a) 600 Volts or Less and Not Over 200 Amperes in Rating	\$50.00	\$52.00	flat fee		Yes
b) 600 Volts or Less and Over 200 Amperes to 1,000 Amperes	\$105.00	\$108.00	flat fee		Yes
c) Over 600 Volts or Over 1,000 Amperes in Rating	\$208.00	\$215.00	flat fee		Yes
29 Miscellaneous Apparatus, Conduits and Conductors For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	\$31.00	\$31.00	flat fee		Yes
Carnivals and Circuses					
30 Special Event, Each Generator, Electrical	\$44.00	\$45.00	each		Yes
31 Special Event Lighting	\$11.00	\$11.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Temporary Power Service					
32 Temporary Power Service	\$44.00	\$45.00	flat fee		Yes
33 Fee For Each Temporary Service Pedestal	\$44.00	\$45.00	each		Yes
34 Fee For Each Temp. Distribution System, Lighting, Outlet, Decorative Site, Temp Receptacles, Switches And Lighting Outlets In Which Current Is Controlled (Except Services, Feeders, Meters)	\$22.00	\$23.00	each		Yes
Electrical Plan Review					
35 Electrical Plan Review	87% of Total Electrical Permit Fee	87% of Total Electrical Permit Fee	flat fee	[m]	No
Mechanical Permit Fees					
36 Combination Mechanical Permit					
a) Residential Construction	4% of Bldg Permit Fee	4% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	11% of Bldg Permit Fee	11% of Bldg Permit Fee	flat fee	[m]	No
Mechanical Permit Fee - Per Unit Fees					
37 Furnaces					
a) For the installation or relocation of each forced-air or gravity-type					
i) Up to and including 100,000 Btu/h	\$23.00	\$24.00	each		Yes
ii) Over 100,000 Btu/h	\$27.00	\$28.00	each		Yes
b) Fee For Each Floor Furnace, Including Vent	\$23.00	\$24.00	each		Yes
c) Fee For Each Suspended Heater, Recessed Wall Heater or Floor-Mounted Unit Heater	\$23.00	\$24.00	each		Yes
38 Appliance Vents	\$11.00	\$11.00	each		Yes
Fee For Each Installation, Relocation, Replacement of Appliance Vent					
39 Repairs or Additions	\$23.00	\$24.00	each		Yes
Fee For Each Repair, Alteration of, or Addition to Heating / Cooling Appliances					
40 Boilers, Compressors and Absorption Systems					
a) Fee For Each Boiler or Compressor to and Including 3 HP	\$23.00	\$24.00	each		Yes
b) Fee For Each Absorption System to and Including 100,000 Btu/h	\$23.00	\$24.00	each		Yes
c) Fee For Each Boiler or Compressor Over 3 HP to and including 15 HP	\$42.00	\$43.00	each		Yes
d) Fee For Each Absorption Sys. Over 100,000 Btu/h & including 500,000	\$42.00	\$43.00	each		Yes
e) Fee For Each Boiler or Compressor Over 15 HP to and including 30 HP	\$58.00	\$60.00	each		Yes
f) Fee For Each Absorption Sys. Over 500,000 Btu/h & including 1,000,000	\$58.00	\$60.00	each		Yes
g) Fee For Each Boiler or Compressor Over 30 HP to and including 50 HP	\$87.00	\$90.00	each		Yes
h) Fee For Each Absorption Sys. Over 1,000,000 Btu/h including 1,750,000	\$87.00	\$90.00	each		Yes
i) Fee For Each Boiler or Compressor over 50 HP	\$147.00	\$152.00	each		Yes
j) Fee For Each Absorption System Over 1,750,000 Btu/h	\$147.00	\$152.00	each		Yes
41 Air Handlers					
a) Fee For Each Air handling Unit To & Including 10,000 Cu Ft/Min Including	\$15.00	\$15.00	each		Yes
b) Fee For Each Air Handling Unit Over 10,000 cfm	\$27.00	\$28.00	each		Yes
42 Evaporative Cooler	\$15.00	\$15.00	each		Yes
Fee For Each Evaporative Cooler Other Than Portable Type					
Ventilation and Exhaust					
43 Fee For Each Ventilation Fan Connected to a Single Duct	\$11.00	\$11.00	each		Yes
44 Fee For Each Ventilation System Not Connected to Any Other System	\$15.00	\$15.00	each		Yes
45 Fee For Each Hood Served by Mech Exhaust, Including Ducts	\$15.00	\$15.00	each		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Incinerators					
46 Fee For Each Domestic Type Incinerator	\$27.00	\$28.00	each		Yes
47 Fee For Each Commercial or Industrial Type Incinerator	\$118.00	\$122.00	each		Yes
Miscellaneous					
48 For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which other fee is listed in the table.	\$15.00	\$15.00	each		Yes
Mechanical Plan Review					
49 Mechanical Plan Review	87% of Total Mechanical Permit Fee	87% of Total Mechanical Permit Fee	flat fee	[m]	No
Plumbing Permit Fees					
50 Combination Plumbing Permit					
a) Residential Construction	9% of Bldg Permit Fee	9% of Bldg Permit Fee	flat fee	[m]	No
b) Non-Residential Construction, Hotels & Apartment Bldgs over 2 story	9% of Bldg Permit Fee	9% of Bldg Permit Fee	flat fee	[m]	No
Plumbing Permit Fees - Per Unit Fees					
51 Fee For Each Plumbing Fixture, Trap, Set of Fixtures on One Trap	\$16.00	\$17.00	each		Yes
52 Fee For Each Building Sewer, Trailer Park Sewer	\$42.00	\$43.00	each		Yes
53 Fee Per Drain In Rainwater Systems	\$16.00	\$17.00	per drain		Yes
54 Fee For Each Cesspool	\$62.00	\$63.00	each		Yes
55 Fee For Each Private Sewage Disposal System	\$126.00	\$130.00	each		Yes
56 Fee For Each Industrial Waste Pretreatment Interceptor, Excepting Kitchen Type Grease Inter. Functioning As Fixture Traps	\$33.00	\$34.00	each		Yes
57 Fee For Each Water Piping, Water Treating Equipment	\$8.00	\$8.00	each		Yes
58 Fee For Each Drainage or Vent Piping Fixture	\$8.00	\$8.00	each		Yes
59 Fee For Each Lawn Sprinkler System on One Meter, Backflow Protection Dev.	\$24.00	\$25.00	each		Yes
60 Atmospheric Type Vacuum Breakers					
a) 1 To 5 Atmospheric Type Vacuum Breakers	\$19.00	\$20.00	flat fee		Yes
b) Each Additional, In Excess of Five	\$4.00	\$4.25	each		Yes
61 Backflow Protective Device					
a) 2 Inches & Smaller - Each	\$19.00	\$20.00	each		Yes
b) Over 2 Inches - Each	\$42.00	\$43.00	each		Yes
62 Gas Piping System					
a) One to Four Outlets	\$8.00	\$8.00	flat fee		Yes
b) Each Additional Outlet	\$2.00	\$2.00	each		Yes
63 Water Heater and/or Vent Permit - Each	\$34.00	\$35.00	each		Yes
Plumbing Plan Review					
64 Plumbing Plan Review	87% of Total Plumbing Permit Fee	87% of Total Plumbing Permit Fee	flat fee	[m]	No

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
<u>Grading, Drainage, and Water Quality Management</u>					
Grading					
65 Grading Plan Review					
a) Grading Plan Review by City Staff	87% of Grading Permit Fee	87% of Grading Permit Fee	flat fee	[m]	No
b) Grading Plan Review of Complex Projects by Consultant	133% of Consultant Fee	133% of Consultant Fee	flat fee	[n]	No
66 Grading Permit Fee - Calculated based on cut or fill which ever is greater					
a) 0-200 Cubic Yards	\$1,057.00	\$1,090.00	flat fee		Yes
b) 201-300 Cubic Yards	\$1,083.00	\$1,116.00	flat fee		Yes
c) 301-400 Cubic Yards	\$1,109.00	\$1,143.00	flat fee		Yes
d) 401-500 Cubic Yards	\$1,136.00	\$1,172.00	flat fee		Yes
e) 501-600 Cubic Yards	\$1,186.00	\$1,223.00	flat fee		Yes
f) 601-700 Cubic Yards	\$1,237.00	\$1,275.00	flat fee		Yes
g) 701-800 Cubic Yards	\$1,289.00	\$1,330.00	flat fee		Yes
h) 801-900 Cubic Yards	\$1,340.00	\$1,382.00	flat fee		Yes
i) 901-1,000 Cubic Yards	\$1,391.00	\$1,434.00	flat fee		Yes
j) 1,001-10,000 Cubic Yards	\$1,397.00	\$1,440.00	variable fee	[o]	Yes
k) 10,001-100,000 Cubic Yards	\$5,773.00	\$5,953.00	variable fee	[p]	Yes
l) 100,001 Cubic Yards or more	\$10,282.00	\$10,602.00	variable fee	[q]	Yes
67 Grading Permit Fees (Based on Site Improvements) Curb & Gutter, Paving, Erosion Control	Same As Building Permit Fee Table	Same As Building Permit Fee Table	flat fee	[m]	No
68 Grading Bond Fee	\$494.00	\$509.00	flat fee		Yes
Drainage					
69 Alteration to Drainage					
a) Plan Review	\$216.00	\$222.00	flat fee		Yes
b) Permit & Inspection	\$257.00	\$265.00	flat fee		Yes
Water Quality Management					
70 Water Quality Management - Commercial Projects					
a) Plan Review	\$299.00	\$309.00	flat fee	[r]	Yes
b) Permit & Inspection	\$380.00	\$392.00	flat fee		Yes
71 Water Quality Management - Residential Projects					
a) Plan Review	\$207.00	\$214.00	flat fee	[r]	Yes
b) Permit & Inspection	\$308.00	\$317.00	flat fee		Yes
Other					
Accessibility Hardship					
72 Accessibility Hardship	\$1,341.00	\$1,383.00	flat fee		Yes
Appeals					
a) Appeals Board Hearing - Appellant Unsuccessful	\$1,827.00	\$1,884.00	flat fee	[d]	Yes
b) Appeals Board Hearing - Appellant Successful	\$0.00	\$0.00	flat fee	[d]	Yes
Certificates and Reports					
74 Temporary Certificate of Occupancy	\$251.00	\$258.00	flat fee		Yes
75 Temporary Certificate of Occupancy - Renewable	\$133.00	\$137.00	flat fee		Yes
76 Residential Building Report					
a) Residential Building Report - Any Occupancy Type	\$214.00	\$221.00	flat fee		Yes
b) Residential Building Report - Re-Inspection	\$142.00	\$147.00	flat fee		Yes
77 Real Property Document Prep/Transfer/Assign/Ext	\$317.00	\$327.00	flat fee		Yes

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
Demolition					
78 Demolition - Multi-Family Structure					
a) Plan Review	\$350.00	\$361.00	flat fee	Yes	
b) Permit & Inspection	\$122.00	\$126.00	flat fee	Yes	
79 Demolition - One Family Structure					
a) Plan Review	\$350.00	\$361.00	flat fee	Yes	
b) Permit & Inspection	\$146.00	\$151.00	flat fee	Yes	
80 Demolition - Other Than Structure					
a) Plan Review	\$355.00	\$366.00	flat fee	Yes	
b) Permit & Inspection	\$133.00	\$137.00	flat fee	Yes	
Duplicate Drawings					
81 Authorization to duplicate record drawings	\$42.00	\$43.00	flat fee	Yes	
82 Extension: 3-Year Building Permit Extension					
a) Request to Building Official	\$221.00	\$228.00	flat fee	Yes	
b) Request to Hearing Officer	\$1,469.00	\$1,515.00	flat fee	Yes	
Flood Zone Determination					
83 Flood Zone Determination	\$125.00	\$128.00	flat fee	Yes	
84 Special Inspector Licenses					
a) Special Inspector License Application - New or Renewal	\$59 - \$122	\$59.00	per certification	Yes	
Other Inspections Fees					
85 Off-Hours Inspection Request - Per Hour, 2 Hour Minimum	\$267.00	\$276.00	per hour	Yes	
86 Other Inspections - Per Hour Inspections Not Otherwise Specified / One Hour Minimum	\$227.00	\$234.00	per hour	Yes	
87 Re-Inspection - Per Hour Assessed When Corrections Are Not Completed	\$227.00	\$234.00	per hour	Yes	
Other Plan Review Fees					
88 Alternate Materials & Methods Each Item	\$316.00	\$326.00	flat fee	Yes	
89 Determination of Unreasonable Hardship	\$387.00	\$399.00	flat fee	Yes	
90 Disabled Access Compliance Review	0.1% of Construction Cost	0.1% of Construction Cost	flat fee	[s]	No
91 Energy Compliance Review	0.07% of Construction Cost	0.07% of Construction Cost	flat fee	[t]	No
92 Expedite Plan Review	1.75 X Regular Plan Review Fees, \$495 minimum \$73.00	1.75 X Regular Plan Review Fees, \$511 minimum \$75.00	flat fee	Yes	
93 Plan Check / Permit Extension			flat fee	Yes	
94 Repetitive Plan Review Similar Units In Tracts Containing More Than 5 Units After Model When Full	25% of Plan Review Fee	25% of Plan Review Fee	flat fee	[m]	No
95 Plan Check Hourly Rate - Per Hour	\$283.00	\$292.00	per hour	Yes	

[a] Fee established by State of CA.

[b] Fee will be applied to permit fees for all new construction, additions, and additions with alterations for residential and commercial projects.

[c] Section 2705 Public Resources Code

[d] Stated fee accounts for subsidy per M.C. 3.36.030 Exhibit A.

[e] GC Sec. 66015

[f] Base fee for the first \$2,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$25,00; increment \$18.15

[g] Base fee for the first \$25,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$50,000; increment \$13.32

[h] Base fee for the first \$50,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$100,000; increment \$9.20

[i] Base fee for the first \$100,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$500,000; increment \$6.86

[j] Base fee for the first \$500,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$1,000,000; increment \$6.15

City of Newport Beach - Schedule of Rents, Fines and Fees

BUILDING FEES

Description	FY 24/25 Fee	FY 25/26 Fee	Charge Basis	Note	Subject to CPI
[k] Base fee for the first \$1,000,000 + incremental cost for each addtl \$1,000 or fraction of, to and including \$5,000,000; increment \$4.08					
[l] Base fee for the first \$5,000,000 + incremental cost for each addtl \$5,000 or a fraction of; increment \$4.08					
[m] CPI adjusted indirectly through referenced fee					
[n] CPI adjusted indirectly through referenced fee (Consultant 100% Pass Thru, City Staff COS-Fee 18% of Consultant fee)					
[o] Base fee for the first 1,000 cubic yards + incremental cost for each addtl 1,000 CY or fraction of, to and including 10,000 CY; increment \$470.44					
[p] Base fee for the first 10,000 cubic yards + incremental cost for each addtl 10,000 CY or fraction of, to and including 100,000 CY; increment \$484.78					
[q] Base fee for the first 100,000 cubic yards + incremental cost for each addtl 10,000 CY or fraction of; increment \$459					
[r] Actual costs of licensed contractor					
[s] Minimum \$91. Maximum \$944. CPI adjusted indirectly through referenced fee					
[t] Minimum \$61. Maximum 1 & 2 dwelling \$303. \$550 maximum for all others. CPI adjusted indirectly through referenced fee					



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 16

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: Appointment 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. The City Council has 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) Appoint two of the following nominated applicants Eros Bilyen, Andy Boyum, Timothy Burnham and Daniel Gorczyca to fill two unscheduled vacancies on the Water Quality/Coastal Tidelands Committee with one term ending June 30, 2029, and another one for a term ending June 30, 2027.

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 the following applicants were nominated at the January 13, 2026, City Council meeting for the Water Quality/Coastal Tidelands 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 included 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.

Appointment to Fill Two Unscheduled Vacancies on the Water Quality/Coastal
Tidelands Committee
January 27, 2026
Page 3

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:

Water Quality/Coastal Tidelands Committee

Name: Bilyeu

(Last)

Eros

(First)

Antoine

(Middle)

Residence Address (required):

Zip Code: 92625

How long have you lived in Newport Beach?

10 years

Home/Cell #:

Business Address: 2618 San Miguel Dr, #406, Newport Beach, CA 92660

Business Phone:

Email Address: mbilyeu@hydro-geologic.com

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.

1. Name **Paige Fundament** Address **6111 1/2, Pleasant Beach** Phone No **920-468-1234**

2. Name **Meena K. Meka, MD** Address **[REDACTED]** Phone No. **[REDACTED]**

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 | Eros Bilveu

Date

12/17/2025

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:

Water Quality / Coastal Tidelands (or other)

Name: Boyum

Andy

(Last)

(First)

(Middle)

Residence Address (required):

Zip Code: 92625

How long have you lived in Newport Beach?

16 years

Home/Cell #:

Business Address:

Home Office

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.

No current or anticipated conflicts of interest; all of my business is done out of state.

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 Committee 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.

1. Name	Katy McGuire	Address	[REDACTED]	Phone No.	9[REDACTED]55[REDACTED]66[REDACTED]
2. Name	Joe Maehler	Address	[REDACTED]	Phone No.	730[REDACTED]06[REDACTED]45[REDACTED]

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 **Andy Boyum**

Date

12/18/2025

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
CSU Long Beach	Political Science	B.A.	2006
Orange Coast College	Received by the City Clerk Office General Studies December 16, 2025 1:09 pm	A.A.	2004

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.

1. Name Address Phone No.
 2. 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:

Water Quality / Coastal Tidelands Committee

Name: Gorczyca

Daniel

(Last)

(First)

(Middle)

Residence Address (required):

Zip Code: 92657

How long have you lived in Newport Beach?

14 years

Home/Cell #:

Business Address:

Business Phone:

Business Address:

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	Received by the City Clerk Office December 16, 2025 1:09 pm Law	JD	2011
University of Southern California	Business Administration	BS	2008

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.

1. Name **Chip Wright** Address **[REDACTED]** Phone No. **[REDACTED]**

2. Name **Travis Woloson** Address **[REDACTED]** Phone No. **[REDACTED]**

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

Daniel Gorczyca

Date

12/17/2025



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 17

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jason Al-Imam, Adminstrative Services Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov

PREPARED BY: Jason Al-Imam, Administrative Services Director/Treasurer

TITLE: Resolution No. 2026-05 –Establishing the Fiscal Transparency Ad Hoc Committee

ABSTRACT:

At its January 13, 2026, meeting, the City Council voted via straw poll to direct staff to return with an item to consider suspending Finance Committee meetings while creating a City Council Ad Hoc Committee focused on fiscal transparency. Mayor Lauren Kleiman subsequently clarified that the Finance Committee should not be suspended and remain active. The proposed resolution would only establish a City Council Fiscal Transparency Ad Hoc Committee consisting of the Mayor Kleiman and Councilmembers Weber and Stapleton.

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. 2026-05, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Fiscal Transparency Ad Hoc Committee.*

DISCUSSION:

On January 13, 2026, pursuant to City Council Policy A-1, Mayor Lauren Kleiman (Mayor) requested that the City Council consider temporarily suspending Finance Committee meetings, along with related appointments, while a City Council Ad Hoc Committee, evaluates potential ways to enhance transparency, accountability, and the 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, Mayor Pro Tem Noah Blom, and Councilmembers Sara J. Weber and Erik Weigand voted, via a straw poll, in favor of bringing the item back for consideration at a future meeting. On January 20, 2026, the Mayor modified her request by asking staff to draft a resolution formally establishing a City Council Fiscal Transparency Ad Hoc

Committee consisting of the Mayor and Councilmembers Weber and Stapleton, and by clarifying that she no longer wished to suspend the Finance Committee.

To inform the City Council's discussion on this item, a survey of Orange County cities was conducted to determine whether neighboring cities maintain Finance Committees. Of the 34 cities in the County, 14 currently have a Finance Committee, representing approximately 41 percent. The likelihood of having a Finance Committee increases with population size. Among the 16 cities with populations of 65,000 or more, 10 have a Finance Committee, or about 63 percent.

Among the 14 cities with a Finance Committee, 8 include one or more City Council Members on the committee, representing approximately 57 percent. The remaining 6 cities rely exclusively on non-council members, such as residents or subject matter experts. Overall, the survey indicates a variety of approaches across the county, with a majority of Finance Committees including some level of Council participation, often alongside non-council members.

Looking specifically at coastal cities, including Huntington Beach, Laguna Beach, Seal Beach, Dana Point and San Clemente, 2 of the 5 currently have Finance Committees. Including Newport Beach, this results in an equal split among neighboring coastal cities.

In addition to the survey results, staff compiled a list of items reviewed and discussed by the Finance Committee in calendar years 2024 and 2025 that did not go before the City Council for review and consideration. This information is intended to provide further context regarding the types of matters typically handled by the Finance Committee.

If the resolution is adopted, the Ad Hoc Committee will make a recommendation to the City Council for their consideration.

FISCAL IMPACT:

There are no direct fiscal impacts associated with this item. City staff estimates that approximately 485 hours are spent annually preparing for and attending Finance Committee meetings, including agenda preparation, development of reports and presentations, internal review and coordination, and meeting attendance. This estimate reflects only activities specific to the Finance Committee and does not include staff time associated with items that also go before the City Council.

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. 2026-05

Attachment B – Survey of Orange County Cities

Attachment C – Finance Committee Items Discussed in Calendar Years 2024 & 2025
(Excluding Items Brought Before the City Council)

RESOLUTION NO. 2026-5

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWPORT BEACH, CALIFORNIA, ESTABLISHING THE
FISCAL TRANSPARENCY AD HOC COMMITTEE**

WHEREAS, the City of Newport Beach (“City”) is governed, in part, by its Charter, Municipal Code, and adopted City Council Policies;

WHEREAS, the City Council has a long and established history of being good guardians and stewards of the public’s money;

WHEREAS, appropriations, expenditures, and other budgetary matters are a primary concern of the City Council;

WHEREAS, the City Council adopted Resolution No. 94-110 on December 12, 1994, establishing the Finance Committee, whose duties and responsibilities have been amended throughout the years;

WHEREAS, the Finance Committee is charged with a variety of tasks including, but not limited to, reviewing and monitoring events and issues that may affect the financial status of the City, and making recommendations to the City Council regarding amendments to financial policies;

WHEREAS, the City Council recognizes the importance of maintaining transparent and efficient fiscal governance; and

WHEREAS, the City Council desires to form an ad hoc committee to evaluate options 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.

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

Section 1: The City Council Fiscal Transparency Ad Hoc Committee (“Committee”) is hereby established and shall consist of three Council Members appointed by the Mayor. The following three Council Members are hereby appointed by the Mayor: Mayor Lauren Kleiman; Council Member Sara J. Weber; and Council Member Joe Stapleton.

Section 2: The sole purpose and responsibility of the Committee is to: evaluate ways to enhance transparency, accountability and the efficient use of City resources;

broaden policy perspectives; increase public engagement in discussions relating to the fiscal governance and financial status of the City; and make recommendations to the entire City Council in regards thereto.

Section 3: Unless terminated sooner by action of the City Council, the Committee shall be advisory and shall expire on January 31, 2027, or upon making recommendations to the entire City Council, whichever is first.

Section 4: The Committee shall not be subject to the Brown Act; however, the recommendations of the Committee to the City Council shall be considered at a meeting of the entire City Council noticed in accordance with California Government Code Section 54950 et seq.

Section 5: The City Council hereby repeals all prior resolutions to the extent that they conflict with this resolution.

Section 6: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 7: 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 8: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 9: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 27th 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

SURVEY OF ORANGE COUNTY CITIES

City	Population	Finance Committee	No. of Committee Members	No. of Council Members	No. of Other Members
Anaheim	350,351	Yes	7 members	None	7 members
Santa Ana	332,332	No	None	None	None
Irvine	287,387	Yes	7 members	None	7 members
Huntington Beach	199,228	Yes	7 members	None	7 members
Garden Grove	171,670	Yes	7 members	None	7 members
Orange	138,661	No	None	None	None
Fullerton	138,638	No	None	None	None
Costa Mesa	113,011	Yes	9 members	3 members	6 members
Mission Viejo	94,375	No	None	None	None
Westminster	90,642	Yes	5 members	None	5 members
Lake Forest	85,529	No	None	None	None
Newport Beach	82,970	Yes	7 members	3 members	4 members
Buena Park	81,783	No	None	None	None
Tustin	79,346	Yes	5 members	None	5 members
Yorba Linda	67,645	Yes	2 members	2 members	None
Laguna Niguel	66,384	Yes	7 members	2 members	5 members
San Clemente	64,562	No	None	None	None
La Habra	62,233	No	None	None	None
Fountain Valley	56,358	No	None	None	None
Placentia	52,384	Yes	3 members	2 members	1 (city treasurer)
Aliso Viejo	51,320	No	None	None	None
Cypress	49,531	No	None	None	None
Brea	47,337	Yes	5 members	5 members	None
Rancho Santa Margarita	47,257	No	None	None	None
Stanton	38,639	No	None	None	None
San Juan Capistrano	34,998	No	None	None	None
Dana Point	32,883	Yes	5 members	2 members	3 members
Laguna Hills	30,921	No	None	None	None
Seal Beach	24,868	No	None	None	None
Laguna Beach	22,777	No	None	None	None
Laguna Woods	17,342	No	None	None	None
La Palma	15,375	No	None	None	None
Los Alamitos	11,784	Yes	2 members	2 members	None
Villa Park	5,776	No	None	None	None

Attachment C

Finance Committee Items Discussed in Calendar Years 2024 & 2025 (Excluding Items Brought Before the City Council)

- General Fund and Tide Lands Fund Long Range Financial Forecast Update
- Harbor & Beaches Master Plan (HBMP)
- Budget Amendments for Each Quarter
- Overview Of Revenue Projections
- Proposed Budget Overview of Expenditures
- Performance Metrics
- Annual Review of Investment Performance
- Departmental Overviews
 - Overview Of Public Works Department Budget
 - Overview Of Utilities Department Budget
 - Overview Of Recreation and Senior Services Department Budget
 - Overview Of Community Development Department Budget
- Internal Audit Program Update
- OPEB Actuarial Valuation Report Update
- CalPERS Update
- Enterprise Risk Assessment Review
- Review of the Los Angeles County and Orange County Investment Pools
- Overview of Sales Tax Allocations for Automobile Sales



== CITY OF ==

NEWPORT BEACH

City Council Staff Report

January 27, 2026
Agenda Item No. 18

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: Certification of Referendum Petition on Resolution No. 2025-71
approving a General Plan Amendment for the Snug Harbor Surf Park
Project Located at 3100 Irvine Avenue, Newport Beach, CA and
Consideration of Council Action Options

ABSTRACT:

On October 28, 2025, the Newport Beach City Council approved the redevelopment of a portion of the privately owned Newport Beach Golf Course to allow construction of the Snug Harbor Surf Park, a surf-oriented outdoor commercial recreational facility. As part of the approval, the City Council adopted Resolution 2025-71, amending the City's General Plan to increase the allowable development limit on the site from 20,000 square feet to 59,772 square feet. Newport Beach resident Steven Vickers subsequently filed a referendum petition challenging the General Plan amendment to increase the allowable development limit. The Orange County Registrar of Voters certified that the petition contains the required number of valid signatures to place the matter on the ballot. Pursuant to California Elections Code 9241, the City Council must now either repeal the approved increase in development intensity or submit the measure to the voters at a future election.

RECOMMENDATIONS:

- a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080 and Sections 15060(c)(1), (2) and (3) and 15378(b)(3) of the CEQA Guidelines because the action does not constitute a project and will not result in a physical change to the environment, directly or indirectly;
- b) Authorize City staff to prepare and execute a budget amendment, as needed, to implement the City Council's selected course of action and to appropriate sufficient funds to cover associated costs based on the option approved by the City Council;
- c) Accept the certification of the Orange County Registrar of Voters as to the verification of signatures of the Referendum Petition; and
- d) Take one of the following actions:

(i) Adopt Resolution No. 2026-____ *A Resolution of the City Council of the City of Newport Beach, California, Repealing City Council Resolution 2025-71*; or

(ii) Call a Special Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) *Resolution No., A Resolution of the City Council of the City of Newport Beach, California, Calling for and Giving Notice of a Special Municipal Election to be held on June 2, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Authorize the County Elections Official to Consolidate the Special Municipal Election with the Statewide Primary Election to be Held on the Same Date*; (2) *Resolution No., A Resolution of the City Council of the City of Newport Beach, California, Directing the City Attorney to Prepare an Impartial Analysis of a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026, and Providing for the Deadlines for Filing of the Impartial Analysis and Written Arguments For and Against the Referendum Measure*; and (3) *Resolution No., A Resolution of the City Council of the City of Newport Beach, California, Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026*; or

(iii) Call a General Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) *Resolution No. A Resolution of the City Council of the City of Newport Beach, California, Calling for and Giving Notice of a General Municipal Election to be Held on November 3, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Consolidate the General Municipal Election to be Held on the Same Date*; (2) *Resolution No., A Resolution of the City Council of the City of Newport Beach, California, Directing the City Attorney to Prepare an Impartial Analysis of a Referendum to Be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026, and Providing for the Deadlines for Filing the Impartial Analysis and Written Arguments For and Against the Referendum Measure*; and (3) *Resolution No., A Resolution of the City Council of the City of Newport Beach, California, Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026*.

DISCUSSION:

On October 28, 2025, the Newport Beach City Council considered an application for the redevelopment of the central portion of the privately owned Newport Beach Golf Course located at 3100 Irvine Avenue, Newport Beach, California (Property). Following its consideration of the application, the City Council approved the proposed redevelopment of the Property.

As part of the approval, the City Council adopted Resolution 2025-71, which amended the City's General Plan to increase the allowable development limit on the Property from 20,000 square feet to 59,772 square feet.

Thereafter, Newport Beach resident Steven Vickers subsequently filed a referendum petition challenging the General Plan amendment to increase the allowable development limit. A copy of the referendum petition titled "Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California," is attached hereto as Attachment A (Referendum).

The Referendum only challenged the increase in allowable density approved by Resolution No. 2025-71 and does not challenge the other resolutions and approvals adopted by the City Council in connection with the project, including Resolution Nos. 2025-72, 2025-73, and 2025-74, which approved a conditional use permit, certified the environmental impact report, and overrode the Airport Land Use Commission's determination of inconsistency. These latter resolutions are not subject to referendum because they are not legislative acts.

On December 4, 2025, the Referendum petition was submitted to the city clerk. In accordance with the City Charter and the California Elections Code, the city clerk received and examined the petition. Following the *prima facie* examination required by law, the city clerk determined that the petition contained the requisite number of signatures of registered City of Newport Beach electors and, on December 5, 2025, the city clerk forwarded the petition to the Orange County Registrar of Voters for verification of signatures.

On January 20, 2026, the Orange County Registrar of Voters certified the petition contains the required number of valid signatures of City electors to qualify the Referendum for placement on the ballot. A copy of the certification is attached hereto as Attachment B (Certification).

Now that the Referendum petition has qualified for placement on the ballot, the General Plan amendment to increase the allowable development limit from 20,000 square feet to 59,772 square feet, as set forth in Resolution No. 2025-71, will not take effect unless it is approved by a majority of the qualified voters of the City of Newport Beach.

Pursuant to the California Elections Code, the City Council is now required to take one of the following actions:

1. Adopt a resolution repealing Resolution No. 2025-71, which approved a General Plan Amendment for the Snug Harbor Surf Park Project located at 3100 Irvine Avenue, Newport Beach, California; or
2. Submit the Referendum measure to the voters at one of the following elections:
 - a. A special election ordered for the purpose of considering approval of Resolution No. 2025-71, which must be held no fewer than 88 days after the City Council accepts the certification of the referendum petition; or

b. A general municipal election to consider the approval of Resolution No. 2025-71, scheduled for November 3, 2026.

If the City Council elects to call a special election, the Referendum measure may be consolidated with the June 2, 2026, Statewide Primary Election, which would result in cost savings compared to conducting a standalone special election; or it may be consolidated with the next general municipal election. The estimated cost of placing the referendum measure on the ballot is: \$113,986 – \$143,606, which includes costs associated with the voter information guide, ballot printing and postage, voting equipment, and other related election administration expenses.

FISCAL IMPACT:

Depending on whether the City Council chooses to overturn resolution 2025-71, call a special municipal election or consolidate the measure with the next general municipal election, a budget amendment will be required to cover associated election and administrative costs.

Option 1. Limited Fiscal Impact

Should the City Council choose to repeal Resolution 2025-71, there would be no election costs, and the only costs would be associated with the verification of signatures by the Orange County Registrar of Voters.

Option 2. Consolidated the General Municipal Election with the General Statewide Election of November 3, 2026, or June 2, 2026, Statewide Primary Election

\$113,986 – \$143,606 (budget augmentation will be required).

ENVIRONMENTAL REVIEW:

If the City Council decides to repeal Resolution No. 2025-71, staff recommends that the City Council find that this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080, on the basis that the repeal of the General Plan Amendment approved by Resolution No. 2025-71 does not constitute a “project” for purposes of CEQA.

In addition, the City Council’s action does not constitute a project under section 15378(b)(3) of the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3), because the decision to submit Resolution No. 2025-71 to a vote of the electorate pursuant to a voter-sponsored ballot measure does not involve a discretionary action and is not a project for purposes of CEQA. Furthermore, the action is exempt from CEQA pursuant to sections 15060(c)(1), 15060(c)(2), and 15060(c)(3) of the CEQA Guidelines, as it does not involve the exercise of discretionary powers, and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

NOTICING:

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

ATTACHMENTS:

- Attachment A - Initiative Petition
- Attachment B - Certificate as to Verification of Signatures on Petition
- Attachment C - Resolution, Repealing City Council Resolution 2025-71
- Attachment D - Resolution Calling and Giving Notice of June 2, 2026, Special Municipal Election
- Attachment E –Resolution Calling and Giving Notice of November 3, 2026, General Municipal Election
- Attachment F - Resolution Directing City Attorney to Prepare Impartial Analysis and Setting Deadlines for Arguments
- Attachment G - Resolution Setting Rebuttal Argument Deadlines for the 2026 Election

Attachment A

REFERENDUM AGAINST A RESOLUTION PASSED BY THE CITY COUNCIL. COUNCIL RESOLUTION NO. 2025-71.

TO THE CITY COUNCIL OF NEWPORT BEACH, CALIFORNIA: We, the undersigned, registered and qualified voters of Newport Beach, California, pursuant to Newport Beach City Charter section 1003, Article II, Sections 1 and 11 of the California Constitution, and Article 2 of Chapter 3 (commencing with Section 9235) of Division 9 of the California Elections Code, hereby protest the adoption by the City Council of Resolution No. 2025-71, the general plan amendment for the Snug Harbor Surf Park Project, adopted by the City Council on or about October 28, 2025. We petition the City Council to reconsider and repeal Resolution No. 2025-71, or, if it does not repeal the Resolution, then to submit it to a vote of the electors at the earliest possible election. A summary of Resolution No. 2025-71 is set forth below.

CITY OF NEWPORT BEACH CITY ATTORNEY'S IMPARTIAL SUMMARY OF THE REFERENDUM OF RESOLUTION NO. 2025-71 APPROVING A GENERAL PLAN AMENDMENT FOR THE SNUG HARBOR SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE, NEWPORT BEACH, CALIFORNIA

On October 28, 2025, the Newport Beach City Council considered an application ("Application") filed by CAA Planning, on behalf of Back Bay Barrels, LLC (collectively the "Applicant"), for the redevelopment of the private property owned by Newport Golf, LLC, located at 3100 Irvine Avenue, Newport Beach, California ("Property"). In the Application, the Applicant proposed to redevelop approximately 15.38-acres in the center of the privately owned Property, currently occupied by the driving range, putting green, pro-shop, restaurant and bar, and three golf holes, into a new surf-focused outdoor recreational facility commonly known as the Snug Harbor Surf Park Project ("Project").

The Project would include construction of a five-acre surf lagoon divided into two hydrologically separate basins. Features would include viewing platforms, seating areas, pools, restrooms, and drought-tolerant landscaping.

A new clubhouse would provide a reception and lobby area, surf academy, fitness and yoga studios, administrative offices, locker rooms, retail space, restaurant, viewing suites, and a coffee and snack bar. The basement level would include golf cart storage, surfboard and equipment storage, and mechanical facilities.

The Project also includes an athlete accommodation building with 20 rooms. A total of 351 parking spaces, including 91 spaces dedicated to golf, are provided on the Project site to support the Project with parking, distributed across two surface lots and partially shaded by solar canopies. The Project would support the remaining 15-hole golf course and facilitate continued golf by providing parking, a check-in station (starter) on the Project site, golf cart storage within the basement level of the Project's proposed clubhouse building and maintenance of connection between all golf holes.

The Property is currently designated Parks and Recreation (PR) under the City's General Plan Land Use Element. PR-designated properties allow active and passive recreation uses, such as golf courses, aquatic facilities, private recreation clubs, and similar activities.

While the Project is consistent with the PR designation, the Applicant requested an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet ("Amendment").

Following review of the proposed Amendment, the City Council determined the Amendment was consistent with the City's General Plan goals and policies and adopted Resolution No. 2025-71 on October 28, 2025. A copy of the Amendment is attached hereto as Attachment 1.

Under California law, voters may use the referendum process to approve or reject legislative actions by local government. Because the 39,772, square foot increase authorized by the Amendment is a legislative act, the 39,772 square-foot increase, and only this increase, is subject to the people's power of referendum.

At the same meeting, the City Council approved three other resolutions related to the Project; however, these resolutions fall outside the people's power of referendum and, as such, are not subject to this referendum.

The full text of the General Plan Amendment (Resolution No. 2025-71) and other relevant documents are available at the City Clerk's webpage: <https://www.newportbeachca.gov/government/departments/city-clerk>.

ATTACHMENT 1

GENERAL PLAN AMENDMENT TO ANOMALY NO. 58 OF TABLE LU2 OF THE NEWPORT BEACH GENERAL PLAN LAND USE ELEMENT

Anomaly Number	Statistical Area	Land Use Designation	Development Limit (SF)	Development Limit (other)	Additional Information
58	J5	PR	59,772		

**REFERENDUM AGAINST A RESOLUTION PASSED BY THE
CITY COUNCIL.
COUNCIL RESOLUTION NO. 2025-71.**

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OFFICIAL TOP FUNDERS. Valid only for November 2025.

Petition circulation paid for by Save Newport Beach Golf Course.

No contributors of \$50,000 or more.

Latest info: <https://www.sos.ca.gov/elections/ballot-measures/initiative-and-referendum-status/official-top-funders/>

VOTER: Please sign Petition one time ONLY.

NOTICE TO THE PUBLIC:

**SIGN ONLY IF IT IS THE SAME MONTH SHOWN IN THE OFFICIAL TOP FUNDERS OR YOU SAW AN “OFFICIAL TOP FUNDERS” SHEET FOR THIS MONTH.
THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.**

Use Pen Only – PLEASE PRINT ALL INFORMATION EXCEPT SIGNATURE

Official Use Only

1	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
2	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
3	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
4	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
5	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
6	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
7	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	
8	Print Name	Residence Address ONLY		
	Sign As Registered To Vote	City	Zip Code	

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No contributors of \$50,000 or more.

Latest info: <https://www.sos.ca.gov/elections/ballot-measures/initiative-and-referendum-status/official-top-funders/>

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9	Print Name	Residence Address ONLY	
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10	Print Name	Residence Address ONLY	
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11	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
12	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
13	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
14	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
15	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
16	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code

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COUNCIL RESOLUTION NO. 2025-71.**

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Official Use Only

17	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
18	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
19	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
20	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code
21	Print Name	Residence Address ONLY	
	Sign As Registered To Vote	City	Zip Code

DECLARATION OF CIRCULATOR
(To Be Completed In Circulator's Own Handwriting After Above Signatures Have Been Obtained.)

I, _____, am 18 years of age or older.
(Print full name of Circulator, including middle name or initial)

I reside at the following address: _____
(Residence address, City, State, ZIP)

I circulated this section of the petition and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. All signatures on this document were obtained between the dates of _____ and _____.
(Month, Day, Year) (Month, Day, Year)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____, California
(Date of signing) (Place of signing) _____
(Signature of Circulator, including middle name or initial)

**CERTIFICATE AS TO VERIFICATION
OF SIGNATURES ON PETITION**

State of California)
)ss.
County of Orange)

I, Bob Page, Registrar of Voters of the County of Orange, do hereby certify that I am the county officer having charge of the registration of voters in the County of Orange, and I have examined, or caused to be examined, the signatures contained on the petition submitted to the City of Newport Beach entitled "Referendum Petition for Resolution No. 2025-71".

I further certify that from said examination I have determined the following facts regarding this document:

Number of signatures filed:	<u>9,504</u>
Number of signatures required:	<u>6,118</u>
Number of signatures verified:	<u>8,211</u>
Number of signatures found valid:	<u>6,143</u>
Number of signatures found invalid:	<u>2,068</u>
Invalid because of Duplicate:	<u>33</u>

WITNESS my hand and Official Seal this 20th day of January, 2026.




BOB PAGE
Registrar of Voters
Orange County

Attachment C

RESOLUTION NO. 2026-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NEWPORT BEACH, CALIFORNIA, REPEALING CITY
COUNCIL RESOLUTION 2025-71**

WHEREAS, Section 1003 of the Charter of the City of Newport Beach ("City Charter") states that the provisions of the Elections Code of the State of California ("Elections Code"), as the same now exist or hereafter may be amended, which governs initiatives, shall apply to the use thereof in the City of Newport Beach ("City") so far as such provisions of the Elections Code are not in conflict with the provisions of the Charter;

WHEREAS, on October 28, 2025, City Council adopted Resolution No. 2025-71, titled "A Resolution of The City Council of the City of Newport Beach, California, Approving a General Plan Amendment for the Surf Park Project located at 3100 Irvine Avenue (PA2024-0069);

WHEREAS, on October 31, 2025, the proponents of the referendum requested an impartial summary of the referendum pursuant to Elections Code Section 9238 (b)(2)(B) ("Referendum");

WHEREAS, on November 4, 2025, pursuant to Elections Code Section 9238 (b)(2)(B), the City Attorney prepared a summary of the Referendum with the following title: "City of Newport Beach City Attorney's Impartial Summary of the Referendum of Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Project Located at 3100 Irvine Avenue, Newport Beach, California";

WHEREAS, on December 4, 2025, the proponents of the referendum submitted petitions for filing with the City Clerk;

WHEREAS, on December 5, 2025, after the City Clerk performed a *prima facie* review and determined the number of signatures was more than the minimum number of signatures required, the City Clerk accepted the petition of filing and forwarded the petitions to the Orange County Registrar of Voters to ascertain whether or not the petitions were signed by the requisite number of voters;

WHEREAS, on January 27, 2026, certification was presented to the City Council that not less than ten percent of the registered voters of the City signed the petition for the Referendum;

WHEREAS, pursuant to Elections Code Section 9241, if a referendum petition is signed by not less than ten percent of the registered voters of a city, that city shall either adopt the proposed petition or submit the petition to the voters at a special election or the

next regular election occurring not less than 88 days after the date of the order of election; and

WHEREAS, the City Council desires to repeal Resolution No. 2025-71.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: The City Council does hereby repeal Resolution No. 2025-71, which shall have no further force or effect.

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 the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 5: The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6: 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 27th 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

Attachment(s): Exhibit 1 – Resolution No. 2025-71

Exhibit 1
Resolution No. 2025-71

RESOLUTION NO. 2025-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NEWPORT BEACH, CALIFORNIA, APPROVING A
GENERAL PLAN AMENDMENT FOR THE SURF PARK
PROJECT LOCATED AT 3100 IRVINE AVENUE
(PA2024-0069)**

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

WHEREAS, an application was filed by CAA Planning, on behalf of Back Bay Barrels, LLC ("Applicant"), concerning property located at 3100 Irvine Avenue, and legally described in Exhibit "A," which is attached hereto and incorporated herein by reference ("Property");

WHEREAS, the Applicant is requesting to redevelop the central 15.38-acre parcel of the privately owned Newport Beach Golf Course by removing the existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf and replacing it with a new surf-focused outdoor commercial recreation use ("Project");

WHEREAS, the Project's site improvements include approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, spa, restrooms, landscaping, clubhouse with amenities, athlete accommodation building with 20 overnight rooms, and two parking lots with 351 parking spaces;

WHEREAS, the Project will be constructed on approximately 79,533 square feet of area; however, 19,761 square feet will be excluded from the total development limit of the Property as incidental building areas which is consistent with Table LU1 (Land Use Plan Categories) of the City's General Plan ("General Plan") for properties categorized as Parks and Recreation;

WHEREAS, the following approvals are requested or required to implement the Project as proposed:

- General Plan Amendment ("GPA"): To increase the development limit from 20,000 square feet to 59,772 square feet for Anomaly Number 58, as identified in Table LU 2 of the Land Use Element of the General Plan;

- Major Site Development Review ("SDR"): To construct a nonresidential building larger than 20,000 square feet in area;
- Conditional Use Permit ("CUP"): To allow the operation of an outdoor commercial recreation use including a restaurant with alcohol sales, establish the appropriate parking rate, and allow the construction of buildings taller than 18 feet;
- Modification Permit: To allow for the construction of retaining walls taller than eight feet in height from finish grade; and
- Environmental Impact Report ("EIR"): To address reasonably foreseeable environmental impacts resulting from the legislative and project specific discretionary approvals;

WHEREAS, the Property is categorized as Parks and Recreation (PR) by the General Plan Land Use Element and is located within the Santa Ana Heights Specific Plan/Open Space and Recreation (SP-7/OSR) Zoning District;

WHEREAS, the Property is not located within the coastal zone, therefore, a coastal development permit is not required;

WHEREAS, California Public Utilities Code ("CPUC") Section 21676(b) requires the City to refer the Project to the Orange County Airport Land Use Commission ("ALUC") to review for consistency with the 2008 John Wayne Airport Environs Land Use Plan ("AELUP");

WHEREAS, ALUC determined the Project to be inconsistent with the AELUP on August 7, 2025;

WHEREAS, a public hearing was held by the Planning Commission on September 4, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act"), and Chapter 20.62 (Public Hearings) of the Newport Beach Municipal Code. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this hearing;

WHEREAS, at the hearing, the Planning Commission adopted Resolution No. PC2025-018 by a unanimous vote (6 ayes, 1 recusal) recommending the City Council approve the Project;

WHEREAS, after the Planning Commission's decision and pursuant to Sections 21670 and 21676 of the CPUC, the City Council held a duly noticed public hearing on September 9, 2025, and adopted Resolution No. 2025-60 (6 ayes, 1 absent) to notify ALUC and the State Department of Transportation Aeronautics Program of the City's intent to override ALUC's inconsistency finding; and

WHEREAS, a public hearing was held by the City Council on October 28, 2025, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California to consider the Project. A notice of time, place, and purpose of the hearing was given in accordance with CPUC Section 21676(b), the Ralph M. Brown Act, Chapter 20.62 (Public Hearings) of the NBMC, City Council Policy K-1 (General Plan and Local Coastal Program) and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act). Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing.

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

Section 1: The City Council does hereby make the findings attached hereto as Exhibit "B," and incorporated herein by this reference, and approves the GPA, which is also attached hereto as Exhibit "C," and incorporated herein by this reference.

Section 2: An EIR (State Clearinghouse No. 2024110238) was prepared for the Project in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 *et seq.*, Section 15000 *et seq.* as set forth in Title 14, Division 6, Chapter 3 of the California Code of Regulations ("CEQA Guidelines"), and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act) to ensure that the Project will not result in significant environmental impacts. Based on the entire environmental review record, the City Council having final approval authority over the Project, found that the Project, with mitigation measures, will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings. By Resolution No. 2025-73, the City Council adopted and certified the Final EIR as complete and adequate and adopted the Mitigation Monitoring and Reporting Program including all findings contained therein, which is hereby incorporated by this reference.

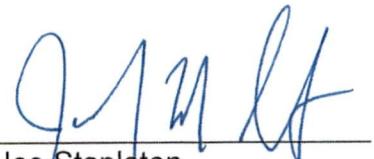
Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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

Section 5: The City Council finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger.

Section 6: 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 28th day of October, 2025.



Joe Stapleton
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit A - Legal Description
 Exhibit B - Findings for Approval
 Exhibit C - General Plan Amendment to Anomaly No. 58 of the
 Newport Beach General Plan Land Use Element
 Exhibit D - General Plan Consistency Analysis
 Exhibit E - Tribal Consultation Timeline

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF NEWPORT BEACH }

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2025-71 was duly adopted by the City Council of said City at a regular meeting held on the 28th day of October, 2025, by the following vote, to wit:

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

NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said
City this 29th day of October, 2025.

henash
Lena Shumway
City Clerk
City of Newport Beach, California

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 94-2, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MAY 9, 1994 AS INSTRUMENT NO. 94-318607 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 4, 1997 AS INSTRUMENT NO. 97-428866 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED IN FEE TO THE COUNTY OF ORANGE BY DEED RECORDED OCTOBER 21, 2014 AS INSTRUMENT NO. 2014-427814 OF OFFICIAL RECORDS.

APN: 119-200-38 & 119-200-41

EXHIBIT “B”

FINDINGS FOR APPROVAL

An amendment to the Newport Beach General Plan Land Use Element is a legislative act. Neither Title 20 (Planning and Zoning) nor California Government Code Section 685000 *et seq.*, set forth any required findings for either approval or denial of such amendments. Nonetheless, a full General Plan Consistency Analysis has been prepared for the Project, is attached hereto as Exhibit “D,” and is incorporated herein by this reference. In summary, the Project is consistent with the following General Plan Goals and Policies:

Land Use Element

- Policy LU 1.6 (Public Views)
- Policy LU 2.1 (Resident-Serving Land Uses)
- Policy LU 2.2 (Sustainable and Complete Community)
- Policy LU 2.5 (Visitor Serving Uses)
- Policy LU 2.8 (Adequate Infrastructure)
- Policy LU 3.1 (Neighborhoods, Districts, Corridors, and Open Spaces)
- Policy LU 3.2 (Growth and Change)
- Policy LU 3.3 (Opportunities for Change – Santa Ana Heights)
- Policy LU 3.7 (Natural Resource and Hazardous Areas)
- Policy LU 3.8 (Project Entitlement Review with Airport Land Use Commission)
- Policy LU 4.1 (Land Use Diagram)
- Policy LU 5.6.2 (Form and Environment)
- Policy LU 5.6.3 (Ambient Lighting)

Historical Resources Element

- Policy HR 2.1 (New Development Activities)
- Policy HR 2.2 (Grading and Excavation Activities)
- Policy HR 2.3 (Cultural Organizations)
- Policy HR 2.4 (Paleontological or Archaeological Materials)

Circulation Element

- Policy CE 2.2.1 (Safe Roadways)
- Policy CE 7.1.1 (Vehicle Miles Traveled (VMT) Analysis)
- Policy CE 7.1.2 (VMT Mitigation Measures)
- Policy CE 7.1.5 (Support Facilities for Alternative Modes)
- Policy CE 7.1.7 (Project Site Design Supporting Alternative Modes)
- Policy CE 7.1.8 (Electric Vehicle (EV) Charging Stations)
- Policy CE 9.1.10 (Development Requirements)

Recreation Element

- Policy R 1.12 (Aircraft Overflight and Noise)
- Policy R 4.1 (Provision of Recreation Services)
- Policy R 4.2 (Compatible Recreation Activities)

Policy R 4.3 (Variety of Programs)
Policy R 4.5 (Variety of Adult Recreational Programs)

Natural Resources Element

Policy NR 1.1 (Water Conservation in New Development)
Policy NR 1.2 (Use of Water Conserving Devices)
Policy NR 3.4 (Storm Drain Sewer System Permit)
Policy NR 3.5 (Natural Water Bodies)
Policy NR 3.9 (Water Quality Management Plan)
Policy NR 3.10 (Best Management Practices)
Policy NR 3.11 (Site Design and Source Control)
Policy NR 3.12 (Reduction of Infiltration)
Policy NR 3.14 (Runoff Reduction on Private Property)
Policy NR 3.16 (Siting of New Development)
Policy NR 3.17 (Parking Lots and Rights-of-Way)
Policy NR 3.19 (Natural Drainage Systems)
Policy NR 3.20 (Impervious Surfaces)
Policy NR 4.3 (Restore Natural Hydrologic Conditions)
Policy NR 4.4 (Erosion Minimization)
Policy NR 6.1 (Walkable Neighborhoods)
Policy NR 6.4 (Transportation Demand Management Ordinance)
Policy NR 7.2 (Source Emission Reduction Best Management Practices)
Policy NR 10.2 (Orange County Natural Communities Conservation Plan)
Policy NR 10.3 (Analysis of Environmental Study Areas)
Policy NR 10.4 (New Development Siting and Design)
Policy NR 10.5 (Development in Areas Containing Significant or Rare Biological Resources)
Policy NR 10.6 (Use of Buffers)
Policy NR 10.7 (Exterior Lighting)
Policy NR 18.1 (New Development)
Policy NR 18.3 (Potential for New Development to Impact Resources)
Policy NR 18.4 (Donation of Materials)
Policy NR 20.1 (Enhancement of Significant Resources)
Policy NR 20.2 (New Development Requirements)
Policy NR 20.4 (Public View Corridor Landscaping)
Policy NR 23.1 (Maintenance of Natural Topography)
Policy NR 23.7 (New Development Design and Siting)
Policy NR 24.2 (Energy-Efficient Design Features)
Policy NR 24.3 (Incentives for Green Building Program Implementation)

Safety Element

Policy S 4.7 (New Development)
Policy S 5.1 (New Development Design within 100-year Floodplains)
Policy S 5.2 (Facility Use or Storage of Hazardous Materials Standards)
Policy S 5.3 (Minimization of Flood Hazard Risk)
Policy S 7.1 (Known Areas of Contamination)

Policy S 7.2 (Development Design within Methane Gas Districts)
Policy S 7.4 (Implementation of Remediation Efforts)

Noise Element

Policy N 1.1 (Noise Compatibility of New Development)
Policy N 1.7 (Commercial/ Entertainment Uses)
Policy N 1.8 (Significant Noise Impacts)
Policy N 4.2 (New Uses)
Policy N 4.6 (Maintenance of Construction Activities)
Policy N 5.1 (Limiting Hours of Activity)

Tribal Consultation Finding:

Pursuant to California Government Code Section 65352.3 ("SB18"), a local government is required to contact the appropriate tribes identified by the Native American Heritage Commission ("NAHC") each time it considers a proposal to adopt or amend the General Plan. If requested by any tribe, the local government must consult for the purpose of preserving or mitigating impacts to cultural resources.

Fact in Support of Finding Tribal Consultation Consistency:

The City received a response from the NAHC indicating that 20 tribal contacts should be provided notice regarding the GPA. SB 18 requires notification 90 days prior to Council action to allow tribal contacts to respond to the request to consult. To comply with both the requirements of SB 18 and Assembly Bill 52, the tribal contacts were provided notice on September 19, 2024. Two tribal contacts requested consultation: the Gabrieleno Band of Mission Indians - Kizh Nation ("Kizh Nation") and the Gabrielino Tongva Indians of California. The City engaged in a good faith effort for consultation for over a year with both tribes and both tribes requested monitoring for tribal resources during ground disturbances consisting of over 14 correspondence regarding mitigation measures to incorporate into the Project. A timeline of the tribal consultations is attached hereto as Exhibit "E" and incorporated herein by this reference. During the consultation process, the Kizh Nation requested to be the sole onsite monitor and asserted that the Gabrielino Tongva have no direct historical, ancestral, or cultural ties to Newport Beach. However, the Gabrielino Tongva tribe provided the City with substantial evidence identifying that the Property is within their Ancestral Tribal Territory. Furthermore, the Gabrielino Tongva tribe were identified by NAHC through a Sacred Lands File ("SLF") search establishing that the Property is within traditional lands or cultural places for the Gabrieleno Tongva. Therefore, the City incorporated mitigation measures into the Project allowing for tribal monitors from both tribes to address potential concerns regarding the protection of Tribal Cultural Resources.

Charter Section 423 Finding:

Pursuant to City Charter Section 423 and City Council Policy A-18, voter approval is required for any major amendment to the General Plan. A “major amendment” is one that significantly increases the maximum amount of traffic that allowed uses could generate or significantly increases allowed density or intensity. “Significantly increases” is defined as increases over 100 peak hour trips (traffic), or over 100 dwelling units (density), or over 40,000 square feet of floor area (intensity). The thresholds apply to both: 1) increases directly caused by the subject GPA, and 2) eighty percent of the increases caused by previous GPAs within the area plus the subject GPA.

The subject GPA is within Statistical Area J-5. One amendment (PA2020-041) has been approved within the last 10 years and continues to be cumulatively tracked consistent with the provisions of Charter Section 423.

Facts in Support of Finding Charter Section 423 Consistency:

The following table illustrates the increases attributable to the subject GPA, prior GPAs, and the resulting totals. Trip generation for the purpose of implementing Charter Section 423 was calculated using the blended rate for “public, semi-public, and institutional uses,” as provided in City Council Policy A-18. Notably, none of the thresholds specified by Charter Section 423 are exceeded, therefore no vote of the electorate is required should the City Council choose to approve this GPA.

Charter Section 423, Measure S Analysis for Statistical Area J-5.				
Amendments	Increased Density (DU)	Increased Intensity (SF)	Peak Hour Trip Increase	
			A.M.	P.M.
PA2020-041 (Shvetz Residential Subdivision)	1	NA	0.75	1.01
Total Prior Increases	1	NA	0.75	1.01
80% of Prior Increases	.8	NA	0.60	.81
100% of Proposed PA2024-0069	0	39,772	59.66	59.66
Total	.8	39,772	60.26	60.26
Threshold	100	40,000	100	100
Remaining	99.2	228	39.74	39.74
Vote Required?	No	No	No	No

Additionally, while the Project requires a GPA, major site development review, conditional use permit, and modification permit, only the GPA may be subject to an initiative. (Elections Code Section 9200 et seq.; *DeVita v. County of Napa* (1995) 9 Cal. 4th 763, 775)

EXHIBIT "C"

GENERAL PLAN AMENDMENT TO ANOMALY NO. 58 OF TABLE LU2 OF THE
NEWPORT BEACH GENERAL PLAN LAND USE ELEMENT

Anomaly Number	Statistical Area	Land Use Designation	Development Limit (SF)	Development Limit (other)	Additional Information
58	J5	PR	59,772		

EXHIBIT "D"

GENERAL PLAN CONSISTENCY ANALYSIS

Relevant General Plan Policies	Project Consistency
Land Use Element	
<p>LU 1.6 Public Views. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, all development within the proposed Project site would be set back from adjacent streets and would not encroach on the existing public long-distance views. The proposed buildings would have a minimum setback 20 feet from Mesa Drive, and 20 feet from Irvine Avenue. These setbacks would protect, and the proposed landscaping along the roadways would enhance public views. Therefore, the Project is consistent with Policy LU 1.6.</p>
<p>LU 2.1 Resident-Serving Land Uses. Accommodate uses that support the needs of Newport Beach's residents including housing, retail, services, employment, recreation, education, culture, entertainment, civic engagement, and social and spiritual activity that are in balance with community natural resources and open spaces.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations. The proposed uses would provide employment, recreation, culture, entertainment, and social activity in balance with community natural resources and open spaces. Therefore, the Project is consistent with Policy LU 2.1.</p>
<p>LU 2.2 Sustainable and Complete Community. Emphasize and support the development of uses that enable Newport Beach to be a complete community that maintains the ability to provide locally accessible opportunities for retail, goods and services, and employment.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would provide retail goods and services, and employment. Therefore, the Project is consistent with Policy LU 2.2.</p>
<p>LU 2.5 Visitor Serving Uses. Provide uses that serve visitors to Newport Beach's ocean, harbor, open spaces, and</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a</p>

Relevant General Plan Policies	Project Consistency
other recreational assets, while integrating them to protect neighborhoods and residents.	commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would be integrated between golf course holes 10-8 to the north of the site across Irvine Avenue and holes 3-8 to the south of the site across Mesa Drive. The Project would be integrated into the existing development, between the existing roadways and the Santa Ana-Delhi Channel, along an arterial roadway near freeway access. Therefore, the Project is consistent with Policy LU 2.5.
LU 2.8 Adequate Infrastructure. Accommodate the types, densities, and mix of land uses that can be adequately supported by transportation and utility infrastructure (water, sewer, storm drainage, energy, and so on) and public services (schools, parks, libraries, seniors, youth, police, fire, and so on).	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would result in 186 net new vehicle trips that would be accommodated by the existing street system. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i> , implementation of the proposed Project would not result in the need for expanded utility infrastructure or provision of services. The proposed Project would be served by the existing infrastructure that is adequate to serve the Project and surrounding areas. Also, as detailed in Section 5.12 of the EIR, <i>Public Services</i> , the proposed Project would not require expansion or construction of new public facilities to serve the Project along with other service needs. Therefore, the Project is consistent with Policy LU 2.8.
LU 3.1 Neighborhoods, Districts, Corridors, and Open Spaces. Maintain Newport Beach's pattern of residential neighborhoods, business and employment districts, commercial centers, corridors, and harbor and ocean districts.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations on the Project site, which would change the type of commercial recreation provided on the site. The Project would maintain and support the golf course holes 10-18 to the north of the site, across Irvine Avenue, and holes 3-8 to the south of the site across

Relevant General Plan Policies	Project Consistency
	Mesa Drive. The Project would not modify the street system that surrounds the site and would not change the pattern of development within the area. Therefore, the Project is consistent with Policy LU 3.1.
<p>LU 3.2 Growth and Change. Enhance existing neighborhoods, districts, and corridors, allowing for re-use and infill with uses that are complementary in type, form, scale, and character. Changes in use and/or density/intensity should be considered only in those areas that are economically underperforming, are necessary to accommodate Newport Beach's share of projected regional population growth, improve the relationship and reduce commuting distance between home and jobs, or enhance the values that distinguish Newport Beach as a special place to live for its residents. The scale of growth and new development shall be coordinated with the provision of adequate infrastructure and public services, including standards for acceptable traffic level of service.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the site to provide a different type of commercial recreational use; changing the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations that would result in approximately the same number of employees on the site (as detailed in Section 3.0, <i>Project Description</i>). Thus, unplanned growth would not occur. Also, as discussed in Sections 5.12, <i>Public Services</i>, and 5.14, <i>Transportation</i>, the proposed Project would not result in impacts related to the street system or public services. Therefore, the Project is consistent with Policy LU 3.2.</p>
<p>LU 3.3 Opportunities for Change. Support opportunities for new development and improved physical environments for residents, businesses, and visitors in the following districts and corridors, as specified in Policies 6.3.1 through 6.22.7:</p> <p>Santa Ana Heights: Support continued implementation of the adopted Specific Plan and Redevelopment Plan.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations. As detailed within this section, the Project would implement the Santa Ana Heights Specific Plan land use designation for the site. The proposed Project would result in a new development with an improved physical environment and the facility would be available to residents and visitors, and would support local visitor and surf recreation related businesses. Therefore, the Project is consistent with Policy LU 3.3.</p>
<p>LU 3.7 Natural Resource and Hazardous Areas. Require that new</p>	<p>Consistent. The proposed Project is located on a site that is currently</p>

Relevant General Plan Policies	Project Consistency
<p>development is located and designed to protect areas with high natural resource value and protect residents and visitors from threats to life or property.</p>	<p>developed and surrounded by developed urban uses. The Project is not located within or adjacent to areas of high resource value; and as detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, the Project would not result in threats to life or property. Therefore, the Project is consistent with Policy LU 3.7.</p>
<p>LU 3.8 Project Entitlement Review with Airport Land Use Commission. Refer the adoption or amendment of the General Plan, Zoning Code, specific plans, and Planned Community development plans for land within the John Wayne Airport planning area, as established in the JWA Airport Environs Land Use Plan (AELUP), to the Airport Land Use Commission (ALUC) for Orange County for review, as required by Section 21676 of the California Public Utilities Code. In addition, refer all development projects that include buildings with a height greater than 200 feet above ground level to the ALUC for review.</p>	<p>Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, because the Project site is located within the AELUP Notification area for SNA and within the SNA planning area boundary, and the Project proposes a General Plan Amendment, the City is required to refer the proposed Project to the ALUC for review, pursuant to the California Public Utilities Code Section 21676. Therefore, the Project is consistent with Policy LU 3.8.</p>
<p>LU 4.1 Land Use Diagram. Support land use development consistent with the Land Use Plan. Figure LU1 depicts the general distribution of uses throughout the City and Figure LU2 through Figure LU15 depict specific use categories for each parcel within defined Statistical Areas. Table LU1 (Land Use Plan Categories) specifies the primary land use categories, types of uses, and, for certain categories, the densities/intensities to be permitted. The permitted densities/intensities or amount of development for land use categories for which this is not included in Table LU1, are specified on the Land Use Plan, Figure LU4 through Figure LU15. These are intended to convey maximum and, in some cases, minimums that may be permitted on any parcel within the designation or as otherwise specified by</p>	<p>Consistent. As discussed above, the proposed Project would be consistent with the site's current General Plan Land Use Designation of Parks and Recreation which permits parks (both active and passive), golf courses, marina support facilities, aquatic facilities, tennis clubs and courts, private recreation, and similar facilities (City of Newport Beach, 2006). The proposed Project would require a General Plan Amendment in order to modify Anomaly Number 58 that currently limits the allowable increase in development on the site to 20,000 SF. With implementation of the General Plan Amendment, development of the proposed Project would be consistent with the General Plan development allowances for the site. Therefore, the Project is consistent with Policy LU 4.1.</p>

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<p>Table LU2 (Anomaly Locations). The density/intensity ranges exclude increases allowed through the applications of density bonus laws and are calculated based on actual land area, actual number of dwelling units in fully developed residential areas, and development potential in areas where the General Plan allows additional development.</p> <p>To determine the permissible development, the user should:</p> <ol style="list-style-type: none"> a. Identify the parcel and the applicable land use designation on the Land Use Plan, Figure LU4 through Figure LU15 b. Refer to Figure LU4 through Figure LU15 and Table LU1 to identify the permitted uses and permitted density or intensity or amount of development for the land use classification. Where densities/intensities are applicable, the maximum amount of development shall be determined by multiplying the area of the parcel by the density/intensity. c. For anomalies identified on the Land Use Map by a symbol, refer to Table LU2 to determine the precise development limits. b. d. For residential development in the Airport Area., refer to the policies prescribed by the Land Use Element that define how development may occur. 	
<p>Policy LU 5.6.2. Form and Environment. Require that new and renovated buildings be designed to avoid the use of styles, colors, and materials that unusually impact the design character and quality of their location such as abrupt changes in scale, building form, architectural style, and the use of surface materials that raise local temperatures, result in glare and excessive illumination of adjoining properties and open spaces, or adversely modify wind patterns.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, Aesthetics, the proposed two- and three-story buildings would be consistent with the two- to three-story high commercial office buildings that are located on Mesa Drive, Acacia, and Irvine Avenue to the northwest of the site; and the three-story fire training tower that is adjacent to the site. The proposed development provides the same type of modern visual character as surrounding</p>

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	<p>residential, commercial, and office development that surrounds the site. In addition, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.2.</p>
<p>Policy LU 5.6.3. Ambient Lighting. Require that outdoor lighting be located and designed to prevent spillover onto adjoining properties or significantly increase the overall ambient illumination of their location.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.3.</p>
Historical Resources Element	
<p>HR 2.1 New Development Activities. Require that, in accordance with CEQA, new development protect and preserve paleontological and archaeological resources from destruction, and avoid and mitigate impacts to such resources. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to ensure that no significant impacts to either archeological or paleontological resources would occur. Therefore, the Project is consistent with Policy HR 2.1.</p>
<p>HR 2.2 Grading and Excavation Activities. Maintain sources of information regarding paleontological and archeological sites and the names and addresses of responsible organizations and qualified individuals, who can analyze, classify, record, and preserve paleontological or archeological findings. Require a qualified paleontologist/archeologist to monitor all</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to provide for archeological and paleontological monitoring on the site</p>

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grading and/or excavation where there is a potential to affect cultural, archeological or paleontological resources. If these resources are found, the applicant shall implement the recommendations of the paleontologist/archeologist, subject to the approval of the City Planning Department.	during grading and excavation activities to ensure that significant impacts to archeological and paleontological resources would not occur. Therefore, the Project is consistent with Policy HR 2.2.
HR 2.3 Cultural Organizations. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow representatives of such groups to monitor grading and/or excavation of development sites.	Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site, Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy HR 2.3.
HR 2.4 Paleontological or Archaeological Materials. Require new development to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach, or Orange County, whenever possible.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 would ensure that there would be no significant impacts on either archeological or paleontological resources. Therefore, the Project is consistent with Policy HR 2.4.
Circulation Element	
CE 2.2.1 Safe Roadways. Provide for safe roadway conditions by adhering to nationally recognized improvement standards and uniform construction and maintenance practices.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project does not include improvements to public roadways. However, the new driveways that would provide vehicular

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	access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized improvement standards and uniform construction and maintenance practices that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.1.
<p>CE 2.2.4 Traffic Control. Design traffic control measures to ensure City streets and roads function with safety and efficiency for vehicles, bicycles, and pedestrians.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project does not include traffic control measures for public roadways. However, the new driveways that would provide vehicular access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.4.</p>
<p>CE 2.2.5 Driveway and Access Limitations. Limit driveway and local street access on arterial streets to maintain a desired quality of traffic flow and limit hazards to active transportation modes. Wherever possible, consolidate and/or reduce the number of driveways and implement access controls during redevelopment of adjacent parcels.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the City of Newport Beach General Plan Circulation Element and development standards. Therefore, the Project is consistent with Policy CE 2.2.5.</p>
<p>CE 2.2.7 Emergency Access. Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles. An emergency evacuation map shall be prepared as part of an updated Safety Element.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the requirements in Section 503 of the California Fire Code (Title 24, California Code of Regulations, Part 9). Therefore, the Project would provide efficient and safe access for emergency vehicles and would be consistent with Policy CE 2.2.7.</p>

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<p>CE 5.2.6 Pedestrian Improvements in New Development Projects. Require new development projects to include safe and attractive sidewalks, walkways, and bike lanes in accordance with the Master Plan, and, if feasible, trails.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project provides onsite pedestrian and bicycle related improvements and is consistent with Policy CE 5.2.6.</p>
<p>CE 5.2.12 Bicycle Supporting Amenities. Require bicycle facilities such as bike racks, bike stations, or lockers according to national standards for long-term and short-term bicycle utilization on City property and with new development and encourage the addition of such bicycle facilities within existing development.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14, <i>Transportation</i>, the proposed Project would include installation of both temporary and long-term bicycle parking areas. Therefore, the Project is consistent with Policy CE 5.2.12.</p>
<p>CE 7.1.1 Vehicle Miles Traveled (VMT) Analysis. Follow the analysis methodology for vehicle miles traveled according to the Newport Beach VMT thresholds policy and as required in Senate Bill 743 and the revised California Environmental Quality Act (CEQA) Guidelines.</p>	<p>Consistent. As detailed in Section 5.14 of the EIR, <i>Transportation</i>, the analysis of VMT for the proposed Project follows the City's VMT thresholds policy and as required in SB 743 and CEQA. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.2 VMT Mitigation Measures. Require implementation of CEQA project related VMT mitigation measures when warranted and monitor reductions in VMT from new development.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project would not result in a potentially significant impact related to VMT and mitigation measures are not warranted. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.5 Support Facilities for Alternative Modes. Require new development projects to provide facilities commensurate with development type and intensity to support alternative modes, such as preferential parking for carpools, bike racks, bike stations, bicycle lockers, showers, commuter information areas, rideshare vehicle loading areas, water</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project supports alternative modes of travel and includes a drop-off and pick-up area for carpools and ride-shares, bicycle parking, and onsite pedestrian walkways that would complement the existing offsite sidewalks</p>

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transportation docks, and bus stop improvements.	and bike paths. Therefore, the Project is consistent with Policy CE 7.1.5.
CE 7.1.7 Project Site Design Supporting Alternative Modes. Encourage increased use of public transportation by requiring project site designs that facilitate the use of public transportation and walking.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project supports alternative modes of travel and includes onsite pedestrian walkways that would complement the existing offsite sidewalks on Irvine Avenue with bus stops for OCTA Bus Route 178. Therefore, the Project facilitates the use of public transportation and walking and is consistent with Policy CE 7.1.7.
CE 7.1.8 Electric Vehicle (EV) Charging Stations. Install additional EV charging stations on City properties, support existing private development to add new EV charging stations and develop incentives for the installation of EV charging stations and other alternative fuels systems as part of new development.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project includes installation of EV charging stations and EV parking spots on the Project site. Therefore, the Project is consistent with Policy CE 7.1.8.
CE 9.1.10 Development Requirements. Require development to provide the needed roadway improvements adjacent to a site, commensurate with project impact and in accordance with the Master Plan of Streets and Highways.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would not require or include any roadway improvements. However, the proposed driveways and onsite vehicular circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 9.1.10.
Recreation Element	
R 1.12 Aircraft Overflight and Noise. Require that all public parks located within the noise impact zones as defined in the 1985 JWA Master Plan for John Wayne Airport be posted with a notification to users regarding aircraft overflight and noise.	Consistent. The proposed Project is a commercial recreation facility and would not be a public park. The Project site is located within the SNA 65 CNEL noise contour, which indicates that noise from aircraft on the Project site is 65 dB CNEL and is within the noise impact area related to SNA operations. However, as detailed in

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	Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , and Section 5.11 of the EIR, <i>Noise</i> , the AELUP for SNA states that community facilities and commercial land uses are “normally consistent” within the 65 CNEL contour. Therefore, the proposed Project would not result in an impact related to aircraft overflight and noise and would be consistent with Policy R 1.12.
<p>R 4.1 Provision of Recreation Services. Provide high quality recreational services through professionally-trained recreational personnel to program participants.</p>	<p>Consistent. The proposed Project would provide high quality surf-related recreational services through professionally-trained recreational personnel to program participants. Therefore, the Project is consistent with Policy R 4.1.</p>
<p>R 4.2 Compatible Recreation Activities. Provide a variety of compatible recreational activities within a given location.</p>	<p>Consistent. The proposed Project would add to the variety of recreation activities in the area and the surfing activities would be compatible with the City’s location near the ocean. Therefore, the Project is consistent with Policy R 4.2.</p>
<p>R 4.3 Variety of Programs. Provide a variety of quality programs offered in safe and secure environments for the community’s youth that enhance and extend the learning day, promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior. Therefore, the Project is consistent with Policy R 4.3.</p>
<p>R 4.5 Variety of Adult Recreational Programs. Provide a variety of quality enrichment and recreational programs for the adult population that promote health and wellness; development and/or enhancement of skills and talents; extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in new activities.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, enhancement of skills, extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in a new activity. Therefore, the Project is consistent with Policy R 4.5.</p>
Natural Resources Element	
<p>NR 1.1 Water Conservation in New Development. Enforce water</p>	<p>Consistent. The proposed Project would be constructed according to Title 24</p>

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<p>conservation measures that limit water usage, prohibit activities that waste water or cause runoff, and require the use of water-efficient landscaping and irrigation in conjunction with new construction projects.</p>	<p>requirements of the 2022 California administrative code for water conservation and landscaping would be implemented throughout the Project site, including implementation of bioretention basins that would limit runoff. BMPs for stormwater management would also be implemented to direct stormwater into landscape areas to use for irrigation. Therefore, the Project is consistent with Policy N 1.1.</p>
<p>NR 1.2 Use of Water Conserving Devices. Establish and actively promote use of water conserving devices and practices in both new construction and major alterations and additions to existing buildings. This can include the use of rainwater capture, storage, and reuse facilities.</p>	<p>Consistent. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i>, the proposed Project would be required to implement the CALGreen Code for efficient use of water. Additionally, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, development and construction of the Project site would require preparation and adherence to a Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). Therefore, the Project would use water conserving devices and would be consistent with Policy NR 1.2.</p>
<p>NR 3.4 Storm Drain Sewer System Permit. Require all development to comply with the regulations under the City's municipal separate storm drain system permit under the National Pollutant Discharge Elimination System.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.4.</p>
<p>NR 3.5 Natural Water Bodies. Require that development does not degrade natural water bodies.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, there are no natural bodies of water within the Project site. In addition, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, a SWPPP and WQMP would be required to be implemented to ensure that the Project would not degrade offsite natural water bodies. Therefore, the Project is consistent with Policy NR 3.5.</p>

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<p>NR 3.9 Water Quality Management Plan. Require new development applications to include a Water Quality Management Plan (WQMP) to minimize runoff from rainfall events during construction and post-construction.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.9.</p>
<p>NR 3.10 Best Management Practices. Implement and improve upon Best Management Practices (BMPs) for residences, businesses, development projects, and City operations.</p>	<p>Consistent. As discussed in Section 5.9, <i>Hydrology and Water Quality</i> of the EIR, the proposed Project would implement SWPPP and a WQMP, both of which would provide BMPs to reduce or eliminate soil erosion and pollution. During operation, onsite drainage features would include BMPs that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.10.</p>
<p>NR 3.11 Site Design and Source Control. Include site design and source control BMPs in all developments. When the combination of site design and source control BMPs are not sufficient to protect water quality as required by the National Pollutant Discharge Elimination System (NPDES), structural treatment BMPs will be implemented along with site design and source control measures.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a WQMP that would be approved by the City and includes design and source control BMPs to protect water quality, which include landscaping and drainage features that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.11.</p>
<p>NR 3.12 Reduction of Infiltration. Include equivalent BMPs that do not require infiltration, where infiltration of runoff would exacerbate geologic hazards. (Policy HB 8.12)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration is not feasible for the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.12.</p>
<p>NR 3.14 Runoff Reduction on Private Property. Retain runoff on private property to prevent the transport of</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a</p>

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pollutants into natural water bodies, to the maximum extent practicable. (Policy HB 8.14).	SWPPP and a WQMP that would provide BMPs to reduce or eliminate transport of pollutants into natural water bodies. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy NR 3.14.
<p>NR 3.16 Siting of New Development. Require that development be located on the most suitable portion of the site and designed to ensure the protection and preservation of natural and sensitive site resources that provide important water quality benefits. (Policy HB 8.16).</p>	<p>Consistent. The Project site is a developed site that is used for golf-related recreation. The site does not contain a natural or sensitive site resource as detailed in Section 5.3 of the EIR, <i>Biological Resources</i>, and the site does not provide important water quality benefits. As discussed in Section 5.9, <i>Hydrology and Water Quality</i>, the proposed Project would require preparation and adherence to a SWPPP and a WQMP that would protect water quality. Therefore, the Project is consistent with Policy NR 3.16.</p>
<p>NR 3.17 Parking Lots and Rights-of-Way. Require that parking lots and public and private rights-of-way be maintained and cleaned frequently to remove debris and contaminated residue. (Policy HB 8.17)</p>	<p>Consistent. As discussed in the Preliminary WQMP (included as Appendix O to the EIR), operation of the Project shall include sweeping all onsite streets, drive aisles, and/or uncovered parking areas at minimum of a quarterly basis. Therefore, the Project is consistent with Policy NR 3.17.</p>
<p>NR 3.19 Natural Drainage Systems. Require incorporation of natural drainage systems and stormwater detention facilities into new developments, where appropriate and feasible, to retain stormwater in order to increase groundwater recharge. (Policy HB 8.19)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.19.</p>
<p>NR 3.20 Impervious Surfaces. Require new development and public</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>,</p>

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<p>improvements to minimize the creation of and increases in impervious surfaces, especially directly connected impervious areas, to the maximum extent practicable. Require redevelopment to increase area of pervious surfaces, where feasible. (Policy HB 8.20)</p>	<p>while the proposed Project would result in an increase of impervious surfaces, buildup of the proposed Project would result in a decrease the 100-year storm runoff flowrate by 11.1 percent and the proposed Project would maintain the existing drainage pattern by collecting runoff via roof drains, curbs, and area drains and conveying it to vegetated biotreatment systems utilizing permeable landscaping for treatment. Therefore, the Project is consistent with Policy NR 3.20.</p>
<p>NR 4.3 Restore Natural Hydrologic Conditions. Preserve, or where feasible, restore natural hydrologic conditions such that downstream erosion, natural sedimentation rates, surface flow, and groundwater recharge function near natural equilibrium states.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not impact hydrologic conditions, sedimentation, or erosion. Therefore, the Project is consistent with Policy NR 4.3.</p>
<p>NR 4.4 Erosion Minimization. Require grading/erosion control plans with structural BMPs that prevent or minimize erosion during and after construction for development on steep slopes, graded, or disturbed areas.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, the proposed Project would implement a SWPPP and provide BMPs to reduce or eliminate soil erosion and the loss of topsoil during construction. During operation, onsite drainage features would be installed that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project would minimize erosion and would be consistent with Policy NR 4.3.</p>
<p>NR 6.1 Walkable Neighborhoods. Provide for walkable neighborhoods to reduce vehicle trips by siting amenities such as services, parks, and schools in close proximity to residential areas.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, existing sidewalks are located adjacent to the Project site, and the Project would install onsite walkways that would provide for pedestrian access to and from the site.</p>

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	The Project is located at the existing NB Golf Course, which is a commercial recreation land use that is located along an arterial roadway near the freeways, but also, in close proximity to retail services (across Irvine Avenue) and residential areas within the City. Therefore, the Project is consistent with Policy NR 6.1.
NR 6.4 Transportation Demand Management Ordinance. Implement the Transportation Demand Management (TDM) Ordinance, which promotes and encourages the use of alternative transportation modes and provides those facilities such as bicycle lanes that support such alternate modes.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project supports these alternative modes of transportation and is consistent with Policy NR 6.4.
NR 7.2 Source Emission Reduction Best Management Practices. Require the use of Best Management Practices (BMP) to minimize pollution and to reduce source emissions.	Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i> , construction of the Project would implement all related SCAQMD Rules for reduction of source emissions. Therefore, the Project is consistent with Policy NR 7.2.
NR 8.1 Management of Construction Activities to Reduce Air Pollution. Require developers to use and operate construction equipment, use building materials and paints, and control dust created by construction activities to minimize air pollutants.	Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i> , the proposed Project would implement SCAQMD Rule 403 regarding construction dust and Rule 1113 regarding the use of low VOC architectural coatings. Therefore, the Project is consistent with Policy NR 8.1.
NR 10.2 Orange County Natural Communities Conservation Plan. Comply with the policies contained within the Orange County Natural Communities Conservation Plan.	Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i> , the proposed Project would be consistent with the Orange County Natural Communities Conservation Plan as the Project site is listed as a development site and is not located within a Habitat Reserve System. Therefore, the Project is consistent with Policy NR 10.2.
NR 10.3 Analysis of Environmental Study Areas. Require a site-specific survey and analysis prepared by a	Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i> , a biological resources assessment was

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<p>qualified biologist as a filing requirement for any development permit applications where development would occur within or contiguous to areas identified as ESAs.</p>	<p>conducted and is included as Appendix C to the EIR which included a survey for ESA listed species on the Project site. The Project site does not contain and is not adjacent to any ESAs. Therefore, the Project is consistent with Policy NR 10.3.</p>
<p>NR 10.4 New Development Siting and Design. Require that the siting and design of new development, including landscaping and public access, protect sensitive or rare resources against any significant disruption of habitat values.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any sensitive or rare resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for bird and raptor species. Therefore, Mitigation Measures BIO-1 and BIO-2 would ensure that there are no significant impacts to nesting birds or roosting bats onsite. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.5 Development in Areas Containing Significant or Rare Biological Resources. Limit uses within an area containing any significant or rare biological resources to only those uses that are dependent on such resources, except where application of such a limitation would result in a taking of private property. If application of this policy would likely constitute a taking of private property, then a non-resource-dependent use shall be allowed on the property, provided development is limited to the minimum amount necessary to avoid a taking and the development is consistent with all other applicable resource protection policies. Public access improvements and educational, interpretative and research facilities are considered resource dependent uses.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any significant or rare biological resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for birds and raptor species. Therefore, Mitigation Measure BIO-1 and BIO-2 would ensure that there are no significant impacts to biological resources. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.6 Use of Buffers. Maintain a buffer of sufficient size around significant or rare biological resources, if present, to ensure the protection of these resources. Require</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Upper Newport Bay Nature Preserve and Ecological Reserve ("Upper Newport</p>

Relevant General Plan Policies	Project Consistency
the use of native vegetation and prohibit invasive plant species within these buffer areas.	Bay") is located approximately 0.3 miles south of the Project site. The area between the Project site and Upper Newport Bay contains a hill with existing recreational and residential land uses which provides a buffer. Therefore, the Project would not result in substantial drainage, lighting, or noise impacts to the Upper Newport Bay. Therefore, the Project is consistent with Policy NR 10.6.
NR 10.7 Exterior Lighting. Shield and direct exterior lighting away from significant or rare biological resources to minimize impacts to wildlife.	Consistent. While there are no significant or rare biological resources on or adjacent to the site, the proposed Project would shield and direct light away from potential offsite sensitive species through compliance with Municipal Code Section 20.30.070 (Outdoor Lighting). Therefore, the Project is consistent with Policy NR 10.7.
NR 18.1 New Development. Require new development to protect and preserve paleontological and archaeological resources from destruction, and avoid and minimize impacts to such resources in accordance with the requirements of CEQA. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , both archeological and paleontological resource studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 were included to provide for monitoring during construction and excavation activities that would reduce potential impacts to archeological and paleontological resources to a less than significant level. Therefore, the Project is consistent with Policy NR 18.1.
NR 18.3 Potential for New Development to Impact Resources. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow qualified representatives of such groups to monitor grading and/or excavation of development sites.	Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes, who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site,

Relevant General Plan Policies	Project Consistency
	Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy NR 18.3.
<p>NR 18.4 Donation of Materials. Require new development, where on site preservation and avoidance are not feasible, to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach or Orange County, whenever possible.</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6 of the EIR, <i>Geology and Soils</i>, Mitigation Measures CUL-1, CUL-2, and PAL-1 provide for archeological and paleontological monitoring on the site during grading and excavation activities, which includes potential donation of materials and curation at scientific institutions. Therefore, the Project is consistent with Policy NR 18.4.</p>
<p>NR 20.1 Enhancement of Significant Resources. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points, as shown in Figure NR3.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, none of the adjacent roadways feature long range view of scenic vistas such as the Upper Newport Bay Preserve. The Upper Newport Bay Preserve can be seen from Irvine Avenue south of University Drive, as shown in General Plan Figure NR-3. The Project would not result in significant impacts to significant scenic and visual resources from public vantage points. Therefore, the Project is consistent with Policy NR 20.1.</p>
<p>NR 20.2 New Development Requirements. Require new development to restore and enhance the visual quality in visually degraded areas, where feasible, and provide view easements or corridors designed to protect public views or to restore public views in developed areas, where appropriate.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, the proposed Project site is developed with the NB Golf Course and is mostly covered with both natural and artificial grasses and ornamental vegetation. The proposed Project would include landscaping that utilizes native draught tolerant vegetation and would provide new landscaping along the Irvine Avenue and Mesa Drive right-of-way. The proposed Project would not encroach upon public view corridors.</p>

Relevant General Plan Policies	Project Consistency
	Therefore, the Project is consistent with Policy NR 20.2.
Policy NR 20.4. Public View Corridor Landscaping. Design and site new development, including landscaping, on the edges of public view corridors, including those down public streets, to frame, accent, and minimize impacts to public views.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.1, <i>Aesthetics</i> , the Project includes installation of new landscaping along the Irvine Avenue and Mesa Drive right-of-way and along both driveway entrances to the site. The new landscaping would frame and accent driveway entrances, and would screen views of the proposed parking areas, PV solar canopies, and proposed building structures to minimize impacts to public views. Therefore, the Project is consistent with Policy NR 20.4.
Policy NR 23.1 Maintenance of Natural Topography. Preserve cliffs, canyons, bluffs, significant rock outcroppings, and site buildings to minimize alteration of the site's natural topography and preserve the features as a visual resource.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any cliffs, canyons, bluffs, significant rock outcroppings; and thus, these types of natural topographic features would not be impacted from implementation of the Project. The Project does involve grading of the site; however, as detailed in Section 5.1 of the EIR, <i>Aesthetics</i> , the natural southwestward slope of the site would remain with implementation of the Project. Therefore, the Project is consistent with Policy NR 23.1.
Policy NR 23.7 New Development Design and Siting. Design and site new development to minimize the removal of native vegetation, preserve rock outcroppings, and protect coastal resources.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any native vegetation, rock outcroppings, or coastal resources. The Project site is developed and contains ornamental vegetation, and no native vegetation, rock outcroppings, or coastal resources would be removed as part of the Project. Therefore, the Project is consistent with Policy NR 23.7.
NR 24.2 Energy-Efficient Design Features. Promote energy-efficient design features.	Consistent. As discussed in Section 5.5 of the EIR, <i>Energy</i> , the proposed Project would implement energy efficient practices

Relevant General Plan Policies	Project Consistency
	as outlined in Part 6 of Title 24 of the California Code of Regulations, adopted by the City in Municipal Code Chapter 15.17, which includes installation of solar panels on canopies in the parking areas and on building rooftops to maximize the use of renewable energy. Therefore, the Project is consistent with Policy NR 24.2.
<p>NR 24.3 Incentives for Green Building Program Implementation. Promote or provide incentives for “Green Building” programs that go beyond the requirements of Title 24 of the California Administrative Code and encourage energy efficient design elements as appropriate to achieve “green building” status.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, solar panels would be installed on building tops and solar canopies over portions of the parking areas to produce renewable energy to provide power to the proposed onsite operations. Therefore, the Project is consistent with Policy NR 24.2.</p>
Safety Element	
<p>S 4.7 New Development. Conduct further seismic studies for new development in areas where potentially active faults may occur.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, a Geotechnical Exploration was prepared for the Project site and is included as Appendix H to the EIR, which determined that there are no potentially active fault lines within 500 feet of the Project site. Therefore, the Project would be consistent with Policy S 4.7.</p>
<p>S 5.1 New Development Design within 100-year Floodplains. Require that all new development within 100-year floodplains incorporate sufficient measures to mitigate flood hazards including the design of onsite drainage systems that are connected with the City’s storm drainage system, gradation of the site such that runoff does not impact adjacent properties, and buildings are elevated.</p>	<p>Consistent. The Project site is not located within a 100-year floodplain. The Federal Emergency Management Agency (FEMA) Flood Zone Map 06059C0267J identifies that the Project site is located in Flood Zone X, which are areas that are determined to be outside of the 0.2% annual chance of flooding. In addition, the proposed Project would install an onsite drainage system that would be connected to the existing drainage channel that is adjacent to the site. Therefore, the Project would be consistent with Policy S 5.1.</p>
<p>S 5.2 Facility Use or Storage of Hazardous Materials Standards. Require that all new facilities storing, using, or otherwise involved with</p>	<p>Consistent. As discussed in the previous response, the Project site is not located within a flood zone. Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, details</p>

Relevant General Plan Policies	Project Consistency
substantial quantities of onsite hazardous materials within flood zones comply with standards of elevation, anchoring, and flood proofing, and hazardous materials are stored in watertight containers.	that the proposed Project would not use or store substantial quantities of hazardous materials and would comply with all required standards regarding the use, storage, and transportation of the limited quantities of hazardous materials that would be used by the Project. Therefore, the Project would be consistent with Policy S 5.2.
S 5.3 Minimization of Flood Hazard Risk. Require stormwater detention basins, where appropriate, to reduce the potential risk of flood hazards.	Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i> , the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not result in a potential flood risk, and the Project is consistent with Policy S 5.3.
S 7.1 Known Areas of Contamination. Require proponents of projects in known areas of contamination from oil operations or other uses to perform comprehensive soil and groundwater contamination assessments in accordance with American Society for Testing and Materials standards, and if contamination exceeds regulatory action levels, require the proponent to undertake remediation procedures prior to grading and development under the supervision of the County Environmental Health Division, County Department of Toxic Substances Control, or Regional Water Quality Control Board (depending upon the nature of any identified contamination).	Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , a Phase II Environmental Site Assessment (Appendix L to the EIR) was conducted on the Project site, which included soils sampling, determined that there were no levels of herbicides, organochlorine pesticides, or Per- and polyfluoroalkyl substances (PFAS) detected above laboratory reporting limits. Therefore, the Project would be consistent with Policy S 7.1.
S 7.2 Development Design within Methane Gas Districts. Ensure that any development within identified methane gas districts be designed consistent with the requirements of the Newport Beach Municipal Code.	Consistent. As detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , the Project site is not located within the Methane Gas Mitigation District as defined and listed in Municipal Code Section 15.55.030. Therefore, the Project is consistent with Policy S 7.2.

Relevant General Plan Policies	Project Consistency
<p>S 7.4 Implementation of Remediation Efforts. Minimize the potential risk of contamination to surface water and groundwater resources and implement remediation efforts to any resources adversely impacted by urban activities.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a SWPPP and a WQMP that would provide BMPs to reduce or eliminate contamination to surface water or groundwater resources. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy S 7.4.</p>
Noise Element	
<p>N 1.1 Noise Compatibility of New Development. Require that all proposed projects are compatible with the noise environment through use of Table N2 and enforce the interior and exterior noise standards shown in Table N3.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project is compatible with the exterior noise environment and would not require implementation of mitigation measures. In addition, the City's development permitting process would ensure enforcement of the interior noise standards shown in Table N3. Therefore, the Project is consistent with Policy N 1.1.</p>
<p>N 1.7 Commercial/ Entertainment Uses. Limit hours and/or require attenuation of commercial/entertainment operations adjacent to residential and other noise sensitive uses in order to minimize excessive noise to these receptors.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the Project site is not directly adjacent to sensitive receptors and would not result in excessive noise to sensitive receptors, would not exceed noise thresholds, and would not result in a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i>. Therefore, the Project is consistent with Policy N 1.7.</p>
<p>N 1.8 Significant Noise Impacts. Require the employment of noise mitigation measures for existing sensitive uses when a significant noise impact is identified. A significant noise impact occurs when there is an increase in the ambient CNEL produced by new development impacting existing sensitive uses. The CNEL increase is shown in the table below.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project would not result in significant impacts related to an increase in ambient noise. Table 5.11-10 and Table 5.11-11 identify that the Project would generate daytime ambient noise level increases ranging from less than 0.1 to 0.8 dBA Leq and nighttime noise level increases ranging from less than 0.1 to 2.0 dBA Leq at the</p>

Relevant General Plan Policies	Project Consistency
	nearby receiver locations, which are less than the thresholds. Therefore, noise impacts related to Project operations would be less than significant and the Project is consistent with Policy N 1.8.
N 4.2 New Uses. Require that new uses such as restaurants, bars, entertainment, parking facilities, and other commercial uses where large numbers of people may be present adjacent to sensitive noise receptors obtain a use permit that is based on compliance with the noise standards in Table N3 and the City's Municipal Code.	Consistent. The Project site is not directly adjacent to sensitive receptors and would not result in an exceedance of noise thresholds or a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i> . In addition, the Project would be in compliance with the City's municipal code, as verified through the City's development review and permitting process, and would obtain use permits as required, per the detail in Section 3.0 of the EIR, <i>Project Description</i> . Therefore, the Project is consistent with Policy N 4.2.
N 4.6 Maintenance of Construction Activities. Enforce the Noise Ordinance noise limits and limits on hours of maintenance or construction activity in or adjacent to residential areas, including noise that results from in-home hobby or work related activities.	Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i> , construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 4.6.
N 5.1 Limiting Hours of Activity. Enforce the limits on hours of construction activity.	Consistent. As discussed in Section 5.1 of the EIR 1, <i>Noise</i> , construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 5.1.

EXHIBIT “E”

TRIBAL CONSULTATION TIMELINE

Snug Harbor Surf Park Tribal Consultation Timeline

June 2024 – City contacts the Native American Heritage Commission (NAHC) requesting a Sacred Lands File (SLF) records search and list of tribes to reach out to for SB 18 purposes.

June 18, 2024 – The NAHC responds with a consultation list of tribes with traditional lands or cultural places located in the Project. The letter states that the result of the Sacred Lands File (SLF) check was Positive and to contact the Gabrieleno/Tongva San Gabriel Band of Mission Indians for more information.

September 19, 2024 – Commence Tribal outreach process. The City has a completed Project application and the City sends all the tribes on its AB 52 list and those identified by the NAHC letters describing the Project and inviting tribes to request consultation per AB 52 / SB 18.

September 25, 2024 – The Gabrieleno Band of Mission Indians – Kizh Nation sends a letter in response stating that the Project location is within their Ancestral Tribal Territory; and the Tribal Government requests to schedule a consultation to discuss the Project and the surrounding location in further detail.

October 14, 2024 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation request for consultation via email and sets a meeting for November 5, 2024 at 1:00 p.m.

November 4, 2024 – The City receives an email from the Gabrieleno Band of Mission Indians – Kizh Nation rescheduling the November 5, 2024, meeting due to Chairman illness, and states that the Tribal Chairman is unavailable for the rest of November. The City responds to email and agrees to an email consultation due to tribe unavailability and requests tribe to forward tribal information regarding the Project location or site.

January 9, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation follow up and requests tribal information and preferred mitigation. The tribe responded by providing their standard mitigation measures.

January 17, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation and accepts their recommended mitigation measures and closes consultation.

February 3, 2025 – Email received from Gabrielino Tongva Indians of California, forwarding an email sent on September 26, 2024 (that was not previously received by the City) requesting consultation.

February 18, 2025 – City has a consultation call with the Gabrielino Tongva Indians of California who assert ancestral ties to the Newport Beach and back bay area and the City requested that the tribe provide substantial evidence to meet AB 52 / SB 18 and CEQA criteria.

February 21, 2025 - City emails Gabrielino Tongva Indians of California proposed mitigation providing for consulting tribes to monitor excavation of native soils onsite. The Gabrielino Tongva

Indians of California agrees to proposed mitigation and provides substantial evidence of the Tongva Village site of Genga by Newport Bay and related tribal resources.

February 24, 2025 – City emails Gabrielino Tongva Indians of California acknowledges their agreement on the proposed mitigation measures for monitoring and closing consultation with the tribe.

May 16, 2025 – City emails the Gabrieleno Band of Mission Indians – Kizh Nation providing notification that as the Lead Agency, the City has modified the mitigation measures previously provided by the Kizh Nation in response to a request for consultation from another California Native American Tribe that is recognized by NAHC and eligible to engage in consultation for purposes of SB 18 and AB 52.

The Gabrieleno Band of Mission Indians – Kizh Nation responded to the City's email stating their objection and stating that determination of tribal ancestry is based on substantial evidence of traditional and cultural affiliation to the land in question and states that the Tongva have no direct historical, ancestral, or cultural ties to the Newport Beach.

June 4, 2025 – The City sends a response letter to Gabrieleno Band of Mission Indians – Kizh Nation responding to their objection stating that the Gabrielino Tongva Indians of California tribe provided the City with substantial evidence identifying that the Project area is within their Ancestral Tribal Territory. The SLF search completed for the Project by the NAHC resulted in a positive finding that the site is within traditional lands or cultural places for the Gabrieleno/Tongva San Gabriel Band of Mission Indians. As recently as 2023, the NAHC identified the Gabrielino Tongva Indians of California as a Native American Tribe that is traditionally or culturally affiliated with Orange County and the Project area. Therefore, in response to the findings of the SLF search and SB 18 and AB 52 consultation processes, which identify that more than one tribe may have resources within the Project area, the City as Lead Agency has determined that the mitigation measures that are modified from those provided previously by Kizh Nation shall be applicable to the Project. The letter further states that the City understands that the Kizh Nation would like to be the sole tribe monitoring the Project ground-disturbing activity. SB 18 and AB 52 simply prevent the City from feasibly reaching that conclusion given the information provided by the NAHC and the substantial evidence presented by Gabrielino Tongva Indians of California regarding that tribe's traditional and cultural affiliation to the Project site.

June 5, 2025 – City receives objection letter from the Gabrieleno Band of Mission Indians – Kizh Nation objecting to the response to the previous objection. The letter states that the City's recent unilateral actions to revise and dilute the agreed-upon significant mitigation measures constitute multiple legal violations under AB 52, SB 18, and CEQA. The letter states that it is not legally permissible to alter mitigation protocols in response to late letters from unrelated entities that offer no verifiable archaeological, historical, or ethnographic evidence of ancestral affiliation. The letter further states that The City's consideration of outside entities that have not been historically tied to the area is in violation of this statute.

June 23, 2025 – The City attorney sends a letter to the Gabrieleno Band of Mission Indians – Kizh Nation responding to the June 5 letter received stating that the City disputes allegations that the City is in violation of AB 52 and SB 18 and reiterates that the Kizh Nation is able to monitor ground disturbance and consult regarding any resources are discovered. The letter details the City's compliance with AB 52, SB 18, and the recent Koi Nation Decision.

September 3, 2025 – City receives an email from the Chairman of the Kizh Nation to City following up on June 5 correspondence stating that they have not received a response. The letter objects to any changes to the mitigation measures the tribe provided and stating that the changes are a violation of AB 52 and the tribe will request avoidance and oppose the Project.

September 4, 2025 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation email from September 3 and re-sends the City's letter from June 23, 2025.

September 23, 2025 – City representative for Project calls tribe Chairman to discuss a potential monitoring agreement for the Project.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON, JUNE 2, 2026, FOR THE SUBMISSION OF A REFERENDUM ON RESOLUTION NO. 2025-71 APPROVING A GENERAL PLAN AMENDMENT FOR THE SNUG HARBOR SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE, NEWPORT BEACH, CALIFORNIA AND REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS AUTHORIZE THE COUNTY ELECTIONS OFFICIAL TO CONSOLIDATE THE SPECIAL MUNICIPAL ELECTION WITH THE STATEWIDE PRIMARY ELECTION TO BE HELD ON THE SAME DATE

WHEREAS, Section 1003 of the Charter of the City of Newport Beach ("Charter") states that the provisions of the Elections Code of the State of California ("Elections Code"), as the same now exist or hereafter may be amended, which governs initiatives, shall apply to the use thereof in the City of Newport Beach ("City") so far as such provisions of the Elections Code are not in conflict with the provisions of the Charter;

WHEREAS, on October 28, 2025, the Newport Beach City Council considered an application ("Application") filed by CAA Planning, on behalf of Back Bay Barrels, LLC (collectively the "Applicant"), for the redevelopment of the private property owned by Newport Golf, LLC, located at 3100 Irvine Avenue, Newport Beach, California ("Property");

WHEREAS, in the Application, the Applicant proposed to redevelop approximately 15.38-acres in the center of the privately owned Property, currently occupied by the driving range, putting green, pro-shop, restaurant and bar, and three golf holes, into a new surf-focused outdoor recreational facility commonly known as the Snug Harbor Surf Park Project ("Project");

WHEREAS, the Project would include: (1) construction of a five-acre surf lagoon divided into two hydrologically separate basins; (2) viewing platforms, seating areas, pools, restrooms, and drought-tolerant landscaping; and (3) a new clubhouse that would provide a reception and lobby area, surf academy, fitness and yoga studios, administrative offices, locker rooms, retail space, restaurant, viewing suites, a coffee and snack bar, and a basement level that would include golf cart storage, surfboard and equipment storage, and mechanical facilities;

WHEREAS, the Project would also include: (1) an athlete accommodation building with 20 rooms; (2) a total of 351 parking spaces, including 91 spaces dedicated to golf, on the Project site to support the Project with parking, distributed across two surface lots and partially shaded by solar canopies; and (3) support for the remaining 15-hole golf course to facilitate continued golf including parking, a check-in station (starter) on the Project site, golf cart storage within the basement level of the Project's proposed clubhouse building and maintenance of connection between all golf holes;

WHEREAS, the Property is currently designated Parks and Recreation (PR) under the City's General Plan Land Use Element, which allows active and passive recreation uses, such as golf courses, aquatic facilities, private recreation clubs, and similar activities;

WHEREAS, while the Project is consistent with the PR designation, the Applicant requested an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet ("Amendment");

WHEREAS, following review of the proposed Amendment, the City Council determined the Amendment was consistent with the City's General Plan goals and policies and adopted Resolution No. 2025-71 on October 28, 2025, which is attached hereto as Exhibit 1 and incorporated herein by reference, approving the Amendment to the Newport Beach General Plan by increasing Anomaly No. 58 of Table LU2 of the Newport Beach General Plan Land Use Element by 39,772 square feet from 20,000 square feet to 59,772 square feet;

WHEREAS, the City Council also adopted Resolution Nos. 2025-72, 2025-73, and 2025-74 approving a conditional use permit, certifying the environmental impact report, and overriding the Airport Land Use Commission's determination of inconsistency, which resolutions are not subject to referendum because they are not legislative acts;

WHEREAS, on October 31, 2025, the proponents of the referendum requested an impartial summary of the referendum pursuant to Elections Code Section 9238 (b)(2)(B) ("Referendum");

WHEREAS, under California law, voters may use the referendum process to approve or reject legislative actions by local government, and, because the 39,772, square foot increase authorized by the Amendment is a legislative act, the 39,772 square-foot increase, and only this increase, is subject to the people's power of referendum;

WHEREAS, on November 4, 2025, pursuant to Elections Code Section 9238 (b)(2)(B), the City Attorney prepared a summary of the Referendum with the following title: "City of Newport Beach City Attorney's Impartial Summary of the Referendum of Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Project Located at 3100 Irvine Avenue, Newport Beach, California";

WHEREAS, on December 4, 2025, the proponents of the referendum submitted petitions for filing with the City Clerk;

WHEREAS, on December 5, 2025, after the City Clerk performed a *prima facie* review and determined the number of signatures was more than the minimum number of signatures required, the City Clerk accepted the petition of filing and forwarded the petitions to the Orange County Registrar of Voters to ascertain whether or not the petitions were signed by the requisite number of voters;

WHEREAS, on January 27, 2026, certification was presented to the City Council that not less than ten percent of the registered voters of the City signed the petition for the Referendum;

WHEREAS, pursuant to Elections Code Section 9241, if a referendum petition is signed by not less than ten percent of the registered voters of a city, that city shall either adopt the proposed petition or submit the petition to the voters at a special election or the next regular election occurring not less than 88 days after the date of the order of election;

WHEREAS, the City Council has not repealed Resolution No. 2025-71 approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet; and

WHEREAS, pursuant to Charter Sections 1001, 1002 and 1003 and Elections Code Sections 9241 and 9243, the City Council of the City of Newport Beach desires to call and give notice of a Special Municipal Election to be held on June 2, 2026, for the purpose of submitting to the registered voters of the City of Newport Beach an initiative proposing to amend the Land Use Element of the City's General Plan.

NOW, THEREFORE, the City Council of the City Of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: Pursuant to Charter Sections, 1001, 1002 and 1003 and Elections Code Sections 9241 and 9243, there is hereby called and ordered to be held in the City of Newport Beach, California, on June 2, 2026, a Special Municipal Election for the purpose of submitting to the registered voters of the City of Newport Beach a Referendum of Resolution No. 2025-71 approving an amendment to the General Plan to increase the

allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet.

Section 2: The City Council does hereby order the following question to be submitted to the registered voters of the City of Newport Beach at the Special Municipal Election on June 2, 2026, the following question:

MEASURE _____	
Shall Newport Beach City Council Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) from 20,000 square feet to 59,772 square feet, be adopted?	Yes
	No

Section 3: The complete text of Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet is attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 4: The vote requirement for the ballot measure to pass is a majority (50% +1) of the votes cast.

Section 5: The ballots to be used at the election shall be in form and content as required by law.

Section 6: The City hereby requests, pursuant to Elections Code Section 10403, that the Orange County Board of Supervisors consent and agree to consolidation of the City's Special Municipal Election with the Statewide Primary Election to be held on Tuesday, June 2, 2026, for the purpose of submitting to the registered voters of the City of Newport Beach the Referendum.

Section 7: The City Clerk is authorized, instructed, and directed to contract with the County of Orange to procure and furnish any and all services, official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary to properly and lawfully conduct the election.

Section 8: In accordance with the provisions of law governing Statewide Primary Elections, including Elections Code Section 10418, the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other services, staff, and procedures for the Special Municipal Election shall be the same as those utilized by the County of Orange and in compliance with the Elections Code of the State of California.

Section 9: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 10: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, the time, and in the form, and manner as required by law.

Section 11: The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 12: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City of Newport Beach upon presentation of a properly submitted bill.

Section 13: The Orange County Elections Official is hereby authorized to canvass the returns of the Special Municipal Election.

Section 14: The City Clerk shall receive the canvass from the Orange County Elections Official as it pertains to the Referendum and shall timely certify the results to the City Council in accordance with law.

Section 15: Pursuant to Elections Code Sections 9217, 9237, and 9243, the amendment to Anomaly Number 28 as identified in Table LU 2 of the General Plan Land Use Element set forth in Resolution No. 2025-71 shall not go into effect until approved by a majority of the eligible voters of the City of Newport Beach. If the voters approve the measure, the amendment to Anomaly Number 28 as identified in Table LU 2 of the General Plan Land Use Element set forth in Resolution No. 2025-71 shall be adopted as of the date that the vote is declared/certified by the City Council and shall go into effect 10 days thereafter in accordance with Elections Code Section 9217 or as otherwise required by law.

Section 16: The City Clerk shall deliver certified copies of this resolution, including Resolution No. 2027-71 attached hereto as Exhibit 1, to the Clerk of the Board of Supervisors of Orange County and the Orange County Registrar of Voters.

Section 17: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 18: 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 19: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored referendum is a ministerial duty required by Elections Code Section 9241, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 20: 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 27th 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

Attachment: Exhibit 1 – Resolution No. 2025-71

Exhibit 1
Resolution No. 2025-71

RESOLUTION NO. 2025-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FOR THE SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE (PA2024-0069)

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

WHEREAS, an application was filed by CAA Planning, on behalf of Back Bay Barrels, LLC ("Applicant"), concerning property located at 3100 Irvine Avenue, and legally described in Exhibit "A," which is attached hereto and incorporated herein by reference ("Property");

WHEREAS, the Applicant is requesting to redevelop the central 15.38-acre parcel of the privately owned Newport Beach Golf Course by removing the existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf and replacing it with a new surf-focused outdoor commercial recreation use ("Project");

WHEREAS, the Project's site improvements include approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, spa, restrooms, landscaping, clubhouse with amenities, athlete accommodation building with 20 overnight rooms, and two parking lots with 351 parking spaces;

WHEREAS, the Project will be constructed on approximately 79,533 square feet of area; however, 19,761 square feet will be excluded from the total development limit of the Property as incidental building areas which is consistent with Table LU1 (Land Use Plan Categories) of the City's General Plan ("General Plan") for properties categorized as Parks and Recreation;

WHEREAS, the following approvals are requested or required to implement the Project as proposed:

- General Plan Amendment ("GPA"): To increase the development limit from 20,000 square feet to 59,772 square feet for Anomaly Number 58, as identified in Table LU 2 of the Land Use Element of the General Plan;

- Major Site Development Review ("SDR"): To construct a nonresidential building larger than 20,000 square feet in area;
- Conditional Use Permit ("CUP"): To allow the operation of an outdoor commercial recreation use including a restaurant with alcohol sales, establish the appropriate parking rate, and allow the construction of buildings taller than 18 feet;
- Modification Permit: To allow for the construction of retaining walls taller than eight feet in height from finish grade; and
- Environmental Impact Report ("EIR"): To address reasonably foreseeable environmental impacts resulting from the legislative and project specific discretionary approvals;

WHEREAS, the Property is categorized as Parks and Recreation (PR) by the General Plan Land Use Element and is located within the Santa Ana Heights Specific Plan/Open Space and Recreation (SP-7/OSR) Zoning District;

WHEREAS, the Property is not located within the coastal zone, therefore, a coastal development permit is not required;

WHEREAS, California Public Utilities Code ("CPUC") Section 21676(b) requires the City to refer the Project to the Orange County Airport Land Use Commission ("ALUC") to review for consistency with the 2008 John Wayne Airport Environs Land Use Plan ("AELUP");

WHEREAS, ALUC determined the Project to be inconsistent with the AELUP on August 7, 2025;

WHEREAS, a public hearing was held by the Planning Commission on September 4, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act"), and Chapter 20.62 (Public Hearings) of the Newport Beach Municipal Code. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this hearing;

WHEREAS, at the hearing, the Planning Commission adopted Resolution No. PC2025-018 by a unanimous vote (6 ayes, 1 recusal) recommending the City Council approve the Project;

WHEREAS, after the Planning Commission's decision and pursuant to Sections 21670 and 21676 of the CPUC, the City Council held a duly noticed public hearing on September 9, 2025, and adopted Resolution No. 2025-60 (6 ayes, 1 absent) to notify ALUC and the State Department of Transportation Aeronautics Program of the City's intent to override ALUC's inconsistency finding; and

WHEREAS, a public hearing was held by the City Council on October 28, 2025, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California to consider the Project. A notice of time, place, and purpose of the hearing was given in accordance with CPUC Section 21676(b), the Ralph M. Brown Act, Chapter 20.62 (Public Hearings) of the NBMC, City Council Policy K-1 (General Plan and Local Coastal Program) and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act). Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing.

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

Section 1: The City Council does hereby make the findings attached hereto as Exhibit "B," and incorporated herein by this reference, and approves the GPA, which is also attached hereto as Exhibit "C," and incorporated herein by this reference.

Section 2: An EIR (State Clearinghouse No. 2024110238) was prepared for the Project in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 *et seq.*, Section 15000 *et seq.* as set forth in Title 14, Division 6, Chapter 3 of the California Code of Regulations ("CEQA Guidelines"), and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act) to ensure that the Project will not result in significant environmental impacts. Based on the entire environmental review record, the City Council having final approval authority over the Project, found that the Project, with mitigation measures, will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings. By Resolution No. 2025-73, the City Council adopted and certified the Final EIR as complete and adequate and adopted the Mitigation Monitoring and Reporting Program including all findings contained therein, which is hereby incorporated by this reference.

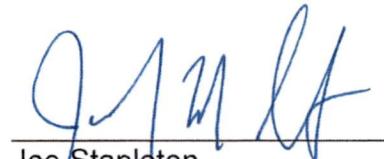
Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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

Section 5: The City Council finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger.

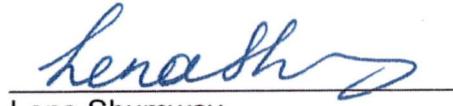
Section 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 28th day of October, 2025.



Joe Stapleton
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit A - Legal Description
 Exhibit B - Findings for Approval
 Exhibit C - General Plan Amendment to Anomaly No. 58 of the
 Newport Beach General Plan Land Use Element
 Exhibit D - General Plan Consistency Analysis
 Exhibit E - Tribal Consultation Timeline

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } SS.

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2025-71 was duly adopted by the City Council of said City at a regular meeting held on the 28th day of October, 2025, by the following vote, to wit:

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

NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said
City this 29th day of October, 2025.


Lena Shumway
City Clerk
City of Newport Beach, California

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 94-2, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MAY 9, 1994 AS INSTRUMENT NO. 94-318607 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 4, 1997 AS INSTRUMENT NO. 97-428866 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED IN FEE TO THE COUNTY OF ORANGE BY DEED RECORDED OCTOBER 21, 2014 AS INSTRUMENT NO. 2014-427814 OF OFFICIAL RECORDS.

APN: 119-200-38 & 119-200-41

EXHIBIT "B"

FINDINGS FOR APPROVAL

An amendment to the Newport Beach General Plan Land Use Element is a legislative act. Neither Title 20 (Planning and Zoning) nor California Government Code Section 685000 *et seq.*, set forth any required findings for either approval or denial of such amendments. Nonetheless, a full General Plan Consistency Analysis has been prepared for the Project, is attached hereto as Exhibit "D," and is incorporated herein by this reference. In summary, the Project is consistent with the following General Plan Goals and Policies:

Land Use Element

- Policy LU 1.6 (Public Views)
- Policy LU 2.1 (Resident-Serving Land Uses)
- Policy LU 2.2 (Sustainable and Complete Community)
- Policy LU 2.5 (Visitor Serving Uses)
- Policy LU 2.8 (Adequate Infrastructure)
- Policy LU 3.1 (Neighborhoods, Districts, Corridors, and Open Spaces)
- Policy LU 3.2 (Growth and Change)
- Policy LU 3.3 (Opportunities for Change – Santa Ana Heights)
- Policy LU 3.7 (Natural Resource and Hazardous Areas)
- Policy LU 3.8 (Project Entitlement Review with Airport Land Use Commission)
- Policy LU 4.1 (Land Use Diagram)
- Policy LU 5.6.2 (Form and Environment)
- Policy LU 5.6.3 (Ambient Lighting)

Historical Resources Element

- Policy HR 2.1 (New Development Activities)
- Policy HR 2.2 (Grading and Excavation Activities)
- Policy HR 2.3 (Cultural Organizations)
- Policy HR 2.4 (Paleontological or Archaeological Materials)

Circulation Element

- Policy CE 2.2.1 (Safe Roadways)
- Policy CE 7.1.1 (Vehicle Miles Traveled (VMT) Analysis)
- Policy CE 7.1.2 (VMT Mitigation Measures)
- Policy CE 7.1.5 (Support Facilities for Alternative Modes)
- Policy CE 7.1.7 (Project Site Design Supporting Alternative Modes)
- Policy CE 7.1.8 (Electric Vehicle (EV) Charging Stations)
- Policy CE 9.1.10 (Development Requirements)

Recreation Element

- Policy R 1.12 (Aircraft Overflight and Noise)
- Policy R 4.1 (Provision of Recreation Services)
- Policy R 4.2 (Compatible Recreation Activities)

Policy R 4.3 (Variety of Programs)
Policy R 4.5 (Variety of Adult Recreational Programs)

Natural Resources Element

Policy NR 1.1 (Water Conservation in New Development)
Policy NR 1.2 (Use of Water Conserving Devices)
Policy NR 3.4 (Storm Drain Sewer System Permit)
Policy NR 3.5 (Natural Water Bodies)
Policy NR 3.9 (Water Quality Management Plan)
Policy NR 3.10 (Best Management Practices)
Policy NR 3.11 (Site Design and Source Control)
Policy NR 3.12 (Reduction of Infiltration)
Policy NR 3.14 (Runoff Reduction on Private Property)
Policy NR 3.16 (Siting of New Development)
Policy NR 3.17 (Parking Lots and Rights-of-Way)
Policy NR 3.19 (Natural Drainage Systems)
Policy NR 3.20 (Impervious Surfaces)
Policy NR 4.3 (Restore Natural Hydrologic Conditions)
Policy NR 4.4 (Erosion Minimization)
Policy NR 6.1 (Walkable Neighborhoods)
Policy NR 6.4 (Transportation Demand Management Ordinance)
Policy NR 7.2 (Source Emission Reduction Best Management Practices)
Policy NR 10.2 (Orange County Natural Communities Conservation Plan)
Policy NR 10.3 (Analysis of Environmental Study Areas)
Policy NR 10.4 (New Development Siting and Design)
Policy NR 10.5 (Development in Areas Containing Significant or Rare Biological Resources)
Policy NR 10.6 (Use of Buffers)
Policy NR 10.7 (Exterior Lighting)
Policy NR 18.1 (New Development)
Policy NR 18.3 (Potential for New Development to Impact Resources)
Policy NR 18.4 (Donation of Materials)
Policy NR 20.1 (Enhancement of Significant Resources)
Policy NR 20.2 (New Development Requirements)
Policy NR 20.4 (Public View Corridor Landscaping)
Policy NR 23.1 (Maintenance of Natural Topography)
Policy NR 23.7 (New Development Design and Siting)
Policy NR 24.2 (Energy-Efficient Design Features)
Policy NR 24.3 (Incentives for Green Building Program Implementation)

Safety Element

Policy S 4.7 (New Development)
Policy S 5.1 (New Development Design within 100-year Floodplains)
Policy S 5.2 (Facility Use or Storage of Hazardous Materials Standards)
Policy S 5.3 (Minimization of Flood Hazard Risk)
Policy S 7.1 (Known Areas of Contamination)

Policy S 7.2 (Development Design within Methane Gas Districts)
Policy S 7.4 (Implementation of Remediation Efforts)

Noise Element

Policy N 1.1 (Noise Compatibility of New Development)
Policy N 1.7 (Commercial/ Entertainment Uses)
Policy N 1.8 (Significant Noise Impacts)
Policy N 4.2 (New Uses)
Policy N 4.6 (Maintenance of Construction Activities)
Policy N 5.1 (Limiting Hours of Activity)

Tribal Consultation Finding:

Pursuant to California Government Code Section 65352.3 ("SB18"), a local government is required to contact the appropriate tribes identified by the Native American Heritage Commission ("NAHC") each time it considers a proposal to adopt or amend the General Plan. If requested by any tribe, the local government must consult for the purpose of preserving or mitigating impacts to cultural resources.

Fact in Support of Finding Tribal Consultation Consistency:

The City received a response from the NAHC indicating that 20 tribal contacts should be provided notice regarding the GPA. SB 18 requires notification 90 days prior to Council action to allow tribal contacts to respond to the request to consult. To comply with both the requirements of SB 18 and Assembly Bill 52, the tribal contacts were provided notice on September 19, 2024. Two tribal contacts requested consultation: the Gabrieleno Band of Mission Indians - Kizh Nation ("Kizh Nation") and the Gabrielino Tongva Indians of California. The City engaged in a good faith effort for consultation for over a year with both tribes and both tribes requested monitoring for tribal resources during ground disturbances consisting of over 14 correspondence regarding mitigation measures to incorporate into the Project. A timeline of the tribal consultations is attached hereto as Exhibit "E" and incorporated herein by this reference. During the consultation process, the Kizh Nation requested to be the sole onsite monitor and asserted that the Gabrielino Tongva have no direct historical, ancestral, or cultural ties to Newport Beach. However, the Gabrielino Tongva tribe provided the City with substantial evidence identifying that the Property is within their Ancestral Tribal Territory. Furthermore, the Gabrielino Tongva tribe were identified by NAHC through a Sacred Lands File ("SLF") search establishing that the Property is within traditional lands or cultural places for the Gabrieleno Tongva. Therefore, the City incorporated mitigation measures into the Project allowing for tribal monitors from both tribes to address potential concerns regarding the protection of Tribal Cultural Resources.

Charter Section 423 Finding:

Pursuant to City Charter Section 423 and City Council Policy A-18, voter approval is required for any major amendment to the General Plan. A “major amendment” is one that significantly increases the maximum amount of traffic that allowed uses could generate or significantly increases allowed density or intensity. “Significantly increases” is defined as increases over 100 peak hour trips (traffic), or over 100 dwelling units (density), or over 40,000 square feet of floor area (intensity). The thresholds apply to both: 1) increases directly caused by the subject GPA, and 2) eighty percent of the increases caused by previous GPAs within the area plus the subject GPA:

The subject GPA is within Statistical Area J-5. One amendment (PA2020-041) has been approved within the last 10 years and continues to be cumulatively tracked consistent with the provisions of Charter Section 423.

Facts in Support of Finding Charter Section 423 Consistency:

The following table illustrates the increases attributable to the subject GPA, prior GPAs, and the resulting totals. Trip generation for the purpose of implementing Charter Section 423 was calculated using the blended rate for “public, semi-public, and institutional uses,” as provided in City Council Policy A-18. Notably, none of the thresholds specified by Charter Section 423 are exceeded, therefore no vote of the electorate is required should the City Council choose to approve this GPA.

Charter Section 423, Measure S Analysis for Statistical Area J-5.				
Amendments	Increased Density (DU)	Increased Intensity (SF)	Peak Hour Trip Increase	
			A.M.	P.M.
PA2020-041 (Shvetz Residential Subdivision)	1	NA	0.75	1.01
Total Prior Increases	1	NA	0.75	1.01
80% of Prior Increases	.8	NA	0.60	.81
100% of Proposed PA2024-0069	0	39,772	59.66	59.66
Total	.8	39,772	60.26	60.26
Threshold	100	40,000	100	100
Remaining	99.2	228	39.74	39.74
Vote Required?	No	No	No	No

Additionally, while the Project requires a GPA, major site development review, conditional use permit, and modification permit, only the GPA may be subject to an initiative. (Elections Code Section 9200 *et seq.*; *DeVita v. County of Napa* (1995) 9 Cal. 4th 763, 775)

EXHIBIT "C"

GENERAL PLAN AMENDMENT TO ANOMALY NO. 58 OF TABLE LU2 OF THE
NEWPORT BEACH GENERAL PLAN LAND USE ELEMENT

Anomaly Number	Statistical Area	Land Use Designation	Development Limit (SF)	Development Limit (other)	Additional Information
58	J5	PR	59,772		

EXHIBIT "D"

GENERAL PLAN CONSISTENCY ANALYSIS

Relevant General Plan Policies	Project Consistency
Land Use Element	
LU 1.6 Public Views. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , all development within the proposed Project site would be set back from adjacent streets and would not encroach on the existing public long-distance views. The proposed buildings would have a minimum setback 20 feet from Mesa Drive, and 20 feet from Irvine Avenue. These setbacks would protect, and the proposed landscaping along the roadways would enhance public views. Therefore, the Project is consistent with Policy LU 1.6.
LU 2.1 Resident-Serving Land Uses. Accommodate uses that support the needs of Newport Beach's residents including housing, retail, services, employment, recreation, education, culture, entertainment, civic engagement, and social and spiritual activity that are in balance with community natural resources and open spaces.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations. The proposed uses would provide employment, recreation, culture, entertainment, and social activity in balance with community natural resources and open spaces. Therefore, the Project is consistent with Policy LU 2.1.
LU 2.2 Sustainable and Complete Community. Emphasize and support the development of uses that enable Newport Beach to be a complete community that maintains the ability to provide locally accessible opportunities for retail, goods and services, and employment.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would provide retail goods and services, and employment. Therefore, the Project is consistent with Policy LU 2.2.
LU 2.5 Visitor Serving Uses. Provide uses that serve visitors to Newport Beach's ocean, harbor, open spaces, and	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a

Relevant General Plan Policies	Project Consistency
other recreational assets, while integrating them to protect neighborhoods and residents.	commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would be integrated between golf course holes 10-8 to the north of the site across Irvine Avenue and holes 3-8 to the south of the site across Mesa Drive. The Project would be integrated into the existing development, between the existing roadways and the Santa Ana-Delhi Channel, along an arterial roadway near freeway access. Therefore, the Project is consistent with Policy LU 2.5.
LU 2.8 Adequate Infrastructure. Accommodate the types, densities, and mix of land uses that can be adequately supported by transportation and utility infrastructure (water, sewer, storm drainage, energy, and so on) and public services (schools, parks, libraries, seniors, youth, police, fire, and so on).	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would result in 186 net new vehicle trips that would be accommodated by the existing street system. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i> , implementation of the proposed Project would not result in the need for expanded utility infrastructure or provision of services. The proposed Project would be served by the existing infrastructure that is adequate to serve the Project and surrounding areas. Also, as detailed in Section 5.12 of the EIR, <i>Public Services</i> , the proposed Project would not require expansion or construction of new public facilities to serve the Project along with other service needs. Therefore, the Project is consistent with Policy LU 2.8.
LU 3.1 Neighborhoods, Districts, Corridors, and Open Spaces. Maintain Newport Beach's pattern of residential neighborhoods, business and employment districts, commercial centers, corridors, and harbor and ocean districts.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations on the Project site, which would change the type of commercial recreation provided on the site. The Project would maintain and support the golf course holes 10-18 to the north of the site, across Irvine Avenue, and holes 3-8 to the south of the site across

Relevant General Plan Policies	Project Consistency
<p>LU 3.2 Growth and Change. Enhance existing neighborhoods, districts, and corridors, allowing for re-use and infill with uses that are complementary in type, form, scale, and character. Changes in use and/or density/intensity should be considered only in those areas that are economically underperforming, are necessary to accommodate Newport Beach's share of projected regional population growth, improve the relationship and reduce commuting distance between home and jobs, or enhance the values that distinguish Newport Beach as a special place to live for its residents. The scale of growth and new development shall be coordinated with the provision of adequate infrastructure and public services, including standards for acceptable traffic level of service.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the site to provide a different type of commercial recreational use; changing the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations that would result in approximately the same number of employees on the site (as detailed in Section 3.0, <i>Project Description</i>). Thus, unplanned growth would not occur. Also, as discussed in Sections 5.12, <i>Public Services</i>, and 5.14, <i>Transportation</i>, the proposed Project would not result in impacts related to the street system or public services. Therefore, the Project is consistent with Policy LU 3.2.</p>
<p>LU 3.3 Opportunities for Change. Support opportunities for new development and improved physical environments for residents, businesses, and visitors in the following districts and corridors, as specified in Policies 6.3.1 through 6.22.7:</p> <p>Santa Ana Heights: Support continued implementation of the adopted Specific Plan and Redevelopment Plan.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations. As detailed within this section, the Project would implement the Santa Ana Heights Specific Plan land use designation for the site. The proposed Project would result in a new development with an improved physical environment and the facility would be available to residents and visitors, and would support local visitor and surf recreation related businesses. Therefore, the Project is consistent with Policy LU 3.3.</p>
<p>LU 3.7 Natural Resource and Hazardous Areas. Require that new</p>	<p>Consistent. The proposed Project is located on a site that is currently</p>

Relevant General Plan Policies	Project Consistency
<p>development is located and designed to protect areas with high natural resource value and protect residents and visitors from threats to life or property.</p>	<p>developed and surrounded by developed urban uses. The Project is not located within or adjacent to areas of high resource value; and as detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, the Project would not result in threats to life or property. Therefore, the Project is consistent with Policy LU 3.7.</p>
<p>LU 3.8 Project Entitlement Review with Airport Land Use Commission. Refer the adoption or amendment of the General Plan, Zoning Code, specific plans, and Planned Community development plans for land within the John Wayne Airport planning area, as established in the JWA Airport Environs Land Use Plan (AELUP), to the Airport Land Use Commission (ALUC) for Orange County for review, as required by Section 21676 of the California Public Utilities Code. In addition, refer all development projects that include buildings with a height greater than 200 feet above ground level to the ALUC for review.</p>	<p>Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, because the Project site is located within the AELUP Notification area for SNA and within the SNA planning area boundary, and the Project proposes a General Plan Amendment, the City is required to refer the proposed Project to the ALUC for review, pursuant to the California Public Utilities Code Section 21676. Therefore, the Project is consistent with Policy LU 3.8.</p>
<p>LU 4.1 Land Use Diagram. Support land use development consistent with the Land Use Plan. Figure LU1 depicts the general distribution of uses throughout the City and Figure LU2 through Figure LU15 depict specific use categories for each parcel within defined Statistical Areas. Table LU1 (Land Use Plan Categories) specifies the primary land use categories, types of uses, and, for certain categories, the densities/intensities to be permitted. The permitted densities/intensities or amount of development for land use categories for which this is not included in Table LU1, are specified on the Land Use Plan, Figure LU4 through Figure LU15. These are intended to convey maximum and, in some cases, minimums that may be permitted on any parcel within the designation or as otherwise specified by</p>	<p>Consistent. As discussed above, the proposed Project would be consistent with the site's current General Plan Land Use Designation of Parks and Recreation which permits parks (both active and passive), golf courses, marina support facilities, aquatic facilities, tennis clubs and courts, private recreation, and similar facilities (City of Newport Beach, 2006). The proposed Project would require a General Plan Amendment in order to modify Anomaly Number 58 that currently limits the allowable increase in development on the site to 20,000 SF. With implementation of the General Plan Amendment, development of the proposed Project would be consistent with the General Plan development allowances for the site. Therefore, the Project is consistent with Policy LU 4.1.</p>

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<p>Table LU2 (Anomaly Locations). The density/intensity ranges exclude increases allowed through the applications of density bonus laws and are calculated based on actual land area, actual number of dwelling units in fully developed residential areas, and development potential in areas where the General Plan allows additional development.</p> <p>To determine the permissible development, the user should:</p> <ol style="list-style-type: none"> a. Identify the parcel and the applicable land use designation on the Land Use Plan, Figure LU4 through Figure LU15 b. Refer to Figure LU4 through Figure LU15 and Table LU1 to identify the permitted uses and permitted density or intensity or amount of development for the land use classification. Where densities/intensities are applicable, the maximum amount of development shall be determined by multiplying the area of the parcel by the density/intensity. c. For anomalies identified on the Land Use Map by a symbol, refer to Table LU2 to determine the precise development limits. b. d. For residential development in the Airport Area., refer to the policies prescribed by the Land Use Element that define how development may occur. 	
<p>Policy LU 5.6.2. Form and Environment. Require that new and renovated buildings be designed to avoid the use of styles, colors, and materials that unusually impact the design character and quality of their location such as abrupt changes in scale, building form, architectural style, and the use of surface materials that raise local temperatures, result in glare and excessive illumination of adjoining properties and open spaces, or adversely modify wind patterns.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, Aesthetics, the proposed two- and three-story buildings would be consistent with the two- to three-story high commercial office buildings that are located on Mesa Drive, Acacia, and Irvine Avenue to the northwest of the site; and the three-story fire training tower that is adjacent to the site. The proposed development provides the same type of modern visual character as surrounding</p>

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	<p>residential, commercial, and office development that surrounds the site. In addition, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.2.</p>
<p>Policy LU 5.6.3. Ambient Lighting. Require that outdoor lighting be located and designed to prevent spillover onto adjoining properties or significantly increase the overall ambient illumination of their location.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.3.</p>
Historical Resources Element	
<p>HR 2.1 New Development Activities. Require that, in accordance with CEQA, new development protect and preserve paleontological and archaeological resources from destruction, and avoid and mitigate impacts to such resources. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to ensure that no significant impacts to either archeological or paleontological resources would occur. Therefore, the Project is consistent with Policy HR 2.1.</p>
<p>HR 2.2 Grading and Excavation Activities. Maintain sources of information regarding paleontological and archeological sites and the names and addresses of responsible organizations and qualified individuals, who can analyze, classify, record, and preserve paleontological or archeological findings. Require a qualified paleontologist/archeologist to monitor all</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to provide for archeological and paleontological monitoring on the site</p>

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grading and/or excavation where there is a potential to affect cultural, archeological or paleontological resources. If these resources are found, the applicant shall implement the recommendations of the paleontologist/archeologist, subject to the approval of the City Planning Department.	during grading and excavation activities to ensure that significant impacts to archeological and paleontological resources would not occur. Therefore, the Project is consistent with Policy HR 2.2.
HR 2.3 Cultural Organizations. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow representatives of such groups to monitor grading and/or excavation of development sites.	Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site, Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy HR 2.3.
HR 2.4 Paleontological or Archaeological Materials. Require new development to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach, or Orange County, whenever possible.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 would ensure that there would be no significant impacts on either archeological or paleontological resources. Therefore, the Project is consistent with Policy HR 2.4.
Circulation Element	
CE 2.2.1 Safe Roadways. Provide for safe roadway conditions by adhering to nationally recognized improvement standards and uniform construction and maintenance practices.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project does not include improvements to public roadways. However, the new driveways that would provide vehicular

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	access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized improvement standards and uniform construction and maintenance practices that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.1.
CE 2.2.4 Traffic Control. Design traffic control measures to ensure City streets and roads function with safety and efficiency for vehicles, bicycles, and pedestrians.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project does not include traffic control measures for public roadways. However, the new driveways that would provide vehicular access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.4.
CE 2.2.5 Driveway and Access Limitations. Limit driveway and local street access on arterial streets to maintain a desired quality of traffic flow and limit hazards to active transportation modes. Wherever possible, consolidate and/or reduce the number of driveways and implement access controls during redevelopment of adjacent parcels.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the City of Newport Beach General Plan Circulation Element and development standards. Therefore, the Project is consistent with Policy CE 2.2.5.
CE 2.2.7 Emergency Access. Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles. An emergency evacuation map shall be prepared as part of an updated Safety Element.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the requirements in Section 503 of the California Fire Code (Title 24, California Code of Regulations, Part 9). Therefore, the Project would provide efficient and safe access for emergency vehicles and would be consistent with Policy CE 2.2.7.

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<p>CE 5.2.6 Pedestrian Improvements in New Development Projects. Require new development projects to include safe and attractive sidewalks, walkways, and bike lanes in accordance with the Master Plan, and, if feasible, trails.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project provides onsite pedestrian and bicycle related improvements and is consistent with Policy CE 5.2.6.</p>
<p>CE 5.2.12 Bicycle Supporting Amenities. Require bicycle facilities such as bike racks, bike stations, or lockers according to national standards for long-term and short-term bicycle utilization on City property and with new development and encourage the addition of such bicycle facilities within existing development.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14, <i>Transportation</i>, the proposed Project would include installation of both temporary and long-term bicycle parking areas. Therefore, the Project is consistent with Policy CE 5.2.12.</p>
<p>CE 7.1.1 Vehicle Miles Traveled (VMT) Analysis. Follow the analysis methodology for vehicle miles traveled according to the Newport Beach VMT thresholds policy and as required in Senate Bill 743 and the revised California Environmental Quality Act (CEQA) Guidelines.</p>	<p>Consistent. As detailed in Section 5.14 of the EIR, <i>Transportation</i>, the analysis of VMT for the proposed Project follows the City's VMT thresholds policy and as required in SB 743 and CEQA. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.2 VMT Mitigation Measures. Require implementation of CEQA project related VMT mitigation measures when warranted and monitor reductions in VMT from new development.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project would not result in a potentially significant impact related to VMT and mitigation measures are not warranted. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.5 Support Facilities for Alternative Modes. Require new development projects to provide facilities commensurate with development type and intensity to support alternative modes, such as preferential parking for carpools, bike racks, bike stations, bicycle lockers, showers, commuter information areas, rideshare vehicle loading areas, water</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project supports alternative modes of travel and includes a drop-off and pick-up area for carpools and ride-shares, bicycle parking, and onsite pedestrian walkways that would complement the existing offsite sidewalks</p>

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transportation docks, and bus stop improvements.	and bike paths. Therefore, the Project is consistent with Policy CE 7.1.5.
CE 7.1.7 Project Site Design Supporting Alternative Modes. Encourage increased use of public transportation by requiring project site designs that facilitate the use of public transportation and walking.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project supports alternative modes of travel and includes onsite pedestrian walkways that would complement the existing offsite sidewalks on Irvine Avenue with bus stops for OCTA Bus Route 178. Therefore, the Project facilitates the use of public transportation and walking and is consistent with Policy CE 7.1.7.
CE 7.1.8 Electric Vehicle (EV) Charging Stations. Install additional EV charging stations on City properties, support existing private development to add new EV charging stations and develop incentives for the installation of EV charging stations and other alternative fuels systems as part of new development.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project includes installation of EV charging stations and EV parking spots on the Project site. Therefore, the Project is consistent with Policy CE 7.1.8.
CE 9.1.10 Development Requirements. Require development to provide the needed roadway improvements adjacent to a site, commensurate with project impact and in accordance with the Master Plan of Streets and Highways.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would not require or include any roadway improvements. However, the proposed driveways and onsite vehicular circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 9.1.10.
Recreation Element	
R 1.12 Aircraft Overflight and Noise. Require that all public parks located within the noise impact zones as defined in the 1985 JWA Master Plan for John Wayne Airport be posted with a notification to users regarding aircraft overflight and noise.	Consistent. The proposed Project is a commercial recreation facility and would not be a public park. The Project site is located within the SNA 65 CNEL noise contour, which indicates that noise from aircraft on the Project site is 65 dB CNEL and is within the noise impact area related to SNA operations. However, as detailed in

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	Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , and Section 5.11 of the EIR, <i>Noise</i> , the AELUP for SNA states that community facilities and commercial land uses are "normally consistent" within the 65 CNEL contour. Therefore, the proposed Project would not result in an impact related to aircraft overflight and noise and would be consistent with Policy R 1.12.
<p>R 4.1 Provision of Recreation Services. Provide high quality recreational services through professionally-trained recreational personnel to program participants.</p>	<p>Consistent. The proposed Project would provide high quality surf-related recreational services through professionally-trained recreational personnel to program participants. Therefore, the Project is consistent with Policy R 4.1.</p>
<p>R 4.2 Compatible Recreation Activities. Provide a variety of compatible recreational activities within a given location.</p>	<p>Consistent. The proposed Project would add to the variety of recreation activities in the area and the surfing activities would be compatible with the City's location near the ocean. Therefore, the Project is consistent with Policy R 4.2.</p>
<p>R 4.3 Variety of Programs. Provide a variety of quality programs offered in safe and secure environments for the community's youth that enhance and extend the learning day, promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior. Therefore, the Project is consistent with Policy R 4.3.</p>
<p>R 4.5 Variety of Adult Recreational Programs. Provide a variety of quality enrichment and recreational programs for the adult population that promote health and wellness; development and/or enhancement of skills and talents; extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in new activities.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, enhancement of skills, extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in a new activity. Therefore, the Project is consistent with Policy R 4.5.</p>
Natural Resources Element	
<p>NR 1.1 Water Conservation in New Development. Enforce water</p>	<p>Consistent. The proposed Project would be constructed according to Title 24</p>

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conservation measures that limit water usage, prohibit activities that waste water or cause runoff, and require the use of water-efficient landscaping and irrigation in conjunction with new construction projects.	requirements of the 2022 California administrative code for water conservation and landscaping would be implemented throughout the Project site, including implementation of bioretention basins that would limit runoff. BMPs for stormwater management would also be implemented to direct stormwater into landscape areas to use for irrigation. Therefore, the Project is consistent with Policy N 1.1.
<p>NR 1.2 Use of Water Conserving Devices. Establish and actively promote use of water conserving devices and practices in both new construction and major alterations and additions to existing buildings. This can include the use of rainwater capture, storage, and reuse facilities.</p>	<p>Consistent. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i>, the proposed Project would be required to implement the CALGreen Code for efficient use of water. Additionally, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, development and construction of the Project site would require preparation and adherence to a Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). Therefore, the Project would use water conserving devices and would be consistent with Policy NR 1.2.</p>
<p>NR 3.4 Storm Drain Sewer System Permit. Require all development to comply with the regulations under the City's municipal separate storm drain system permit under the National Pollutant Discharge Elimination System.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.4.</p>
<p>NR 3.5 Natural Water Bodies. Require that development does not degrade natural water bodies.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, there are no natural bodies of water within the Project site. In addition, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, a SWPPP and WQMP would be required to be implemented to ensure that the Project would not degrade offsite natural water bodies. Therefore, the Project is consistent with Policy NR 3.5.</p>

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<p>NR 3.9 Water Quality Management Plan. Require new development applications to include a Water Quality Management Plan (WQMP) to minimize runoff from rainfall events during construction and post-construction.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.9.</p>
<p>NR 3.10 Best Management Practices. Implement and improve upon Best Management Practices (BMPs) for residences, businesses, development projects, and City operations.</p>	<p>Consistent. As discussed in Section 5.9, <i>Hydrology and Water Quality</i> of the EIR, the proposed Project would implement SWPPP and a WQMP, both of which would provide BMPs to reduce or eliminate soil erosion and pollution. During operation, onsite drainage features would include BMPs that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.10.</p>
<p>NR 3.11 Site Design and Source Control. Include site design and source control BMPs in all developments. When the combination of site design and source control BMPs are not sufficient to protect water quality as required by the National Pollutant Discharge Elimination System (NPDES), structural treatment BMPs will be implemented along with site design and source control measures.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a WQMP that would be approved by the City and includes design and source control BMPs to protect water quality, which include landscaping and drainage features that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.11.</p>
<p>NR 3.12 Reduction of Infiltration. Include equivalent BMPs that do not require infiltration, where infiltration of runoff would exacerbate geologic hazards. (Policy HB 8.12)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration is not feasible for the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.12.</p>
<p>NR 3.14 Runoff Reduction on Private Property. Retain runoff on private property to prevent the transport of</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a</p>

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pollutants into natural water bodies, to the maximum extent practicable. (Policy HB 8.14).	SWPPP and a WQMP that would provide BMPs to reduce or eliminate transport of pollutants into natural water bodies. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy NR 3.14.
<p>NR 3.16 Siting of New Development. Require that development be located on the most suitable portion of the site and designed to ensure the protection and preservation of natural and sensitive site resources that provide important water quality benefits. (Policy HB 8.16).</p>	<p>Consistent. The Project site is a developed site that is used for golf-related recreation. The site does not contain a natural or sensitive site resource as detailed in Section 5.3 of the EIR, <i>Biological Resources</i>, and the site does not provide important water quality benefits. As discussed in Section 5.9, <i>Hydrology and Water Quality</i>, the proposed Project would require preparation and adherence to a SWPPP and a WQMP that would protect water quality. Therefore, the Project is consistent with Policy NR 3.16.</p>
<p>NR 3.17 Parking Lots and Rights-of-Way. Require that parking lots and public and private rights-of-way be maintained and cleaned frequently to remove debris and contaminated residue. (Policy HB 8.17)</p>	<p>Consistent. As discussed in the Preliminary WQMP (included as Appendix O to the EIR), operation of the Project shall include sweeping all onsite streets, drive aisles, and/or uncovered parking areas at minimum of a quarterly basis. Therefore, the Project is consistent with Policy NR 3.17.</p>
<p>NR 3.19 Natural Drainage Systems. Require incorporation of natural drainage systems and stormwater detention facilities into new developments, where appropriate and feasible, to retain stormwater in order to increase groundwater recharge. (Policy HB 8.19)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.19.</p>
<p>NR 3.20 Impervious Surfaces. Require new development and public</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>,</p>

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<p>improvements to minimize the creation of and increases in impervious surfaces, especially directly connected impervious areas, to the maximum extent practicable. Require redevelopment to increase area of pervious surfaces, where feasible. (Policy HB 8.20)</p>	<p>while the proposed Project would result in an increase of impervious surfaces, buildup of the proposed Project would result in a decrease the 100-year storm runoff flowrate by 11.1 percent and the proposed Project would maintain the existing drainage pattern by collecting runoff via roof drains, curbs, and area drains and conveying it to vegetated biotreatment systems utilizing permeable landscaping for treatment. Therefore, the Project is consistent with Policy NR 3.20.</p>
<p>NR 4.3 Restore Natural Hydrologic Conditions. Preserve, or where feasible, restore natural hydrologic conditions such that downstream erosion, natural sedimentation rates, surface flow, and groundwater recharge function near natural equilibrium states.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not impact hydrologic conditions, sedimentation, or erosion. Therefore, the Project is consistent with Policy NR 4.3.</p>
<p>NR 4.4 Erosion Minimization. Require grading/erosion control plans with structural BMPs that prevent or minimize erosion during and after construction for development on steep slopes, graded, or disturbed areas.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, the proposed Project would implement a SWPPP and provide BMPs to reduce or eliminate soil erosion and the loss of topsoil during construction. During operation, onsite drainage features would be installed that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project would minimize erosion and would be consistent with Policy NR 4.3.</p>
<p>NR 6.1 Walkable Neighborhoods. Provide for walkable neighborhoods to reduce vehicle trips by siting amenities such as services, parks, and schools in close proximity to residential areas.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, existing sidewalks are located adjacent to the Project site, and the Project would install onsite walkways that would provide for pedestrian access to and from the site.</p>

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	The Project is located at the existing NB Golf Course, which is a commercial recreation land use that is located along an arterial roadway near the freeways, but also, in close proximity to retail services (across Irvine Avenue) and residential areas within the City. Therefore, the Project is consistent with Policy NR 6.1.
<p>NR 6.4 Transportation Demand Management Ordinance. Implement the Transportation Demand Management (TDM) Ordinance, which promotes and encourages the use of alternative transportation modes and provides those facilities such as bicycle lanes that support such alternate modes.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project supports these alternative modes of transportation and is consistent with Policy NR 6.4.</p>
<p>NR 7.2 Source Emission Reduction Best Management Practices. Require the use of Best Management Practices (BMP) to minimize pollution and to reduce source emissions.</p>	<p>Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i>, construction of the Project would implement all related SCAQMD Rules for reduction of source emissions. Therefore, the Project is consistent with Policy NR 7.2.</p>
<p>NR 8.1 Management of Construction Activities to Reduce Air Pollution. Require developers to use and operate construction equipment, use building materials and paints, and control dust created by construction activities to minimize air pollutants.</p>	<p>Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i>, the proposed Project would implement SCAQMD Rule 403 regarding construction dust and Rule 1113 regarding the use of low VOC architectural coatings. Therefore, the Project is consistent with Policy NR 8.1.</p>
<p>NR 10.2 Orange County Natural Communities Conservation Plan. Comply with the policies contained within the Orange County Natural Communities Conservation Plan.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the proposed Project would be consistent with the Orange County Natural Communities Conservation Plan as the Project site is listed as a development site and is not located within a Habitat Reserve System. Therefore, the Project is consistent with Policy NR 10.2.</p>
<p>NR 10.3 Analysis of Environmental Study Areas. Require a site-specific survey and analysis prepared by a</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, a biological resources assessment was</p>

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<p>qualified biologist as a filing requirement for any development permit applications where development would occur within or contiguous to areas identified as ESAs.</p>	<p>conducted and is included as Appendix C to the EIR which included a survey for ESA listed species on the Project site. The Project site does not contain and is not adjacent to any ESAs. Therefore, the Project is consistent with Policy NR 10.3.</p>
<p>NR 10.4 New Development Siting and Design. Require that the siting and design of new development, including landscaping and public access, protect sensitive or rare resources against any significant disruption of habitat values.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any sensitive or rare resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for bird and raptor species. Therefore, Mitigation Measures BIO-1 and BIO-2 would ensure that there are no significant impacts to nesting birds or roosting bats onsite. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.5 Development in Areas Containing Significant or Rare Biological Resources. Limit uses within an area containing any significant or rare biological resources to only those uses that are dependent on such resources, except where application of such a limitation would result in a taking of private property. If application of this policy would likely constitute a taking of private property, then a non-resource-dependent use shall be allowed on the property, provided development is limited to the minimum amount necessary to avoid a taking and the development is consistent with all other applicable resource protection policies. Public access improvements and educational, interpretive and research facilities are considered resource dependent uses.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any significant or rare biological resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for birds and raptor species. Therefore, Mitigation Measure BIO-1 and BIO-2 would ensure that there are no significant impacts to biological resources. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.6 Use of Buffers. Maintain a buffer of sufficient size around significant or rare biological resources, if present, to ensure the protection of these resources. Require</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Upper Newport Bay Nature Preserve and Ecological Reserve ("Upper Newport</p>

Relevant General Plan Policies	Project Consistency
the use of native vegetation and prohibit invasive plant species within these buffer areas.	Bay") is located approximately 0.3 miles south of the Project site. The area between the Project site and Upper Newport Bay contains a hill with existing recreational and residential land uses which provides a buffer. Therefore, the Project would not result in substantial drainage, lighting, or noise impacts to the Upper Newport Bay. Therefore, the Project is consistent with Policy NR 10.6.
NR 10.7 Exterior Lighting. Shield and direct exterior lighting away from significant or rare biological resources to minimize impacts to wildlife.	Consistent. While there are no significant or rare biological resources on or adjacent to the site, the proposed Project would shield and direct light away from potential offsite sensitive species through compliance with Municipal Code Section 20.30.070 (Outdoor Lighting). Therefore, the Project is consistent with Policy NR 10.7.
NR 18.1 New Development. Require new development to protect and preserve paleontological and archaeological resources from destruction, and avoid and minimize impacts to such resources in accordance with the requirements of CEQA. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , both archeological and paleontological resource studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 were included to provide for monitoring during construction and excavation activities that would reduce potential impacts to archeological and paleontological resources to a less than significant level. Therefore, the Project is consistent with Policy NR 18.1.
NR 18.3 Potential for New Development to Impact Resources. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow qualified representatives of such groups to monitor grading and/or excavation of development sites.	Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes, who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site,

Relevant General Plan Policies	Project Consistency
	Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy NR 18.3.
NR 18.4 Donation of Materials. Require new development, where on site preservation and avoidance are not feasible, to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach or Orange County, whenever possible.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , Mitigation Measures CUL-1, CUL-2, and PAL-1 provide for archeological and paleontological monitoring on the site during grading and excavation activities, which includes potential donation of materials and curation at scientific institutions. Therefore, the Project is consistent with Policy NR 18.4.
NR 20.1 Enhancement of Significant Resources. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points, as shown in Figure NR3.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , none of the adjacent roadways feature long range view of scenic vistas such as the Upper Newport Bay Preserve. The Upper Newport Bay Preserve can be seen from Irvine Avenue south of University Drive, as shown in General Plan Figure NR-3. The Project would not result in significant impacts to significant scenic and visual resources from public vantage points. Therefore, the Project is consistent with Policy NR 20.1.
NR 20.2 New Development Requirements. Require new development to restore and enhance the visual quality in visually degraded areas, where feasible, and provide view easements or corridors designed to protect public views or to restore public views in developed areas, where appropriate.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the proposed Project site is developed with the NB Golf Course and is mostly covered with both natural and artificial grasses and ornamental vegetation. The proposed Project would include landscaping that utilizes native draught tolerant vegetation and would provide new landscaping along the Irvine Avenue and Mesa Drive right-of-way. The proposed Project would not encroach upon public view corridors.

Relevant General Plan Policies	Project Consistency
	Therefore, the Project is consistent with Policy NR 20.2.
Policy NR 20.4. Public View Corridor Landscaping. Design and site new development, including landscaping, on the edges of public view corridors, including those down public streets, to frame, accent, and minimize impacts to public views.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.1, <i>Aesthetics</i> , the Project includes installation of new landscaping along the Irvine Avenue and Mesa Drive right-of-way and along both driveway entrances to the site. The new landscaping would frame and accent driveway entrances, and would screen views of the proposed parking areas, PV solar canopies, and proposed building structures to minimize impacts to public views. Therefore, the Project is consistent with Policy NR 20.4.
Policy NR 23.1 Maintenance of Natural Topography. Preserve cliffs, canyons, bluffs, significant rock outcroppings, and site buildings to minimize alteration of the site's natural topography and preserve the features as a visual resource.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any cliffs, canyons, bluffs, significant rock outcroppings; and thus, these types of natural topographic features would not be impacted from implementation of the Project. The Project does involve grading of the site; however, as detailed in Section 5.1 of the EIR, <i>Aesthetics</i> , the natural southwestward slope of the site would as viewed from Mesa Drive would remain with implementation of the Project. Therefore, the Project is consistent with Policy NR 23.1.
Policy NR 23.7 New Development Design and Siting. Design and site new development to minimize the removal of native vegetation, preserve rock outcroppings, and protect coastal resources.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any native vegetation, rock outcroppings, or coastal resources. The Project site is developed and contains ornamental vegetation, and no native vegetation, rock outcroppings, or coastal resources would be removed as part of the Project. Therefore, the Project is consistent with Policy NR 23.7.
NR 24.2 Energy-Efficient Design Features. Promote energy-efficient design features.	Consistent. As discussed in Section 5.5 of the EIR, <i>Energy</i> , the proposed Project would implement energy efficient practices

Relevant General Plan Policies	Project Consistency
	as outlined in Part 6 of Title 24 of the California Code of Regulations, adopted by the City in Municipal Code Chapter 15.17, which includes installation of solar panels on canopies in the parking areas and on building rooftops to maximize the use of renewable energy. Therefore, the Project is consistent with Policy NR 24.2.
<p>NR 24.3 Incentives for Green Building Program Implementation. Promote or provide incentives for “Green Building” programs that go beyond the requirements of Title 24 of the California Administrative Code and encourage energy efficient design elements as appropriate to achieve “green building” status.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, solar panels would be installed on building tops and solar canopies over portions of the parking areas to produce renewable energy to provide power to the proposed onsite operations. Therefore, the Project is consistent with Policy NR 24.2.</p>
Safety Element	
<p>S 4.7 New Development. Conduct further seismic studies for new development in areas where potentially active faults may occur.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, a Geotechnical Exploration was prepared for the Project site and is included as Appendix H to the EIR, which determined that there are no potentially active fault lines within 500 feet of the Project site. Therefore, the Project would be consistent with Policy S 4.7.</p>
<p>S 5.1 New Development Design within 100-year Floodplains. Require that all new development within 100-year floodplains incorporate sufficient measures to mitigate flood hazards including the design of onsite drainage systems that are connected with the City’s storm drainage system, gradation of the site such that runoff does not impact adjacent properties, and buildings are elevated.</p>	<p>Consistent. The Project site is not located within a 100-year floodplain. The Federal Emergency Management Agency (FEMA) Flood Zone Map 06059C0267J identifies that the Project site is located in Flood Zone X, which are areas that are determined to be outside of the 0.2% annual chance of flooding. In addition, the proposed Project would install an onsite drainage system that would be connected to the existing drainage channel that is adjacent to the site. Therefore, the Project would be consistent with Policy S 5.1.</p>
<p>S 5.2 Facility Use or Storage of Hazardous Materials Standards. Require that all new facilities storing, using, or otherwise involved with</p>	<p>Consistent. As discussed in the previous response, the Project site is not located within a flood zone. Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, details</p>

Relevant General Plan Policies	Project Consistency
substantial quantities of onsite hazardous materials within flood zones comply with standards of elevation, anchoring, and flood proofing, and hazardous materials are stored in watertight containers.	that the proposed Project would not use or store substantial quantities of hazardous materials and would comply with all required standards regarding the use, storage, and transportation of the limited quantities of hazardous materials that would be used by the Project. Therefore, the Project would be consistent with Policy S 5.2.
S 5.3 Minimization of Flood Mazard Risk. Require stormwater detention basins, where appropriate, to reduce the potential risk of flood hazards.	Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i> , the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not result in a potential flood risk, and the Project is consistent with Policy S 5.3.
S 7.1 Known Areas of Contamination. Require proponents of projects in known areas of contamination from oil operations or other uses to perform comprehensive soil and groundwater contamination assessments in accordance with American Society for Testing and Materials standards, and if contamination exceeds regulatory action levels, require the proponent to undertake remediation procedures prior to grading and development under the supervision of the County Environmental Health Division, County Department of Toxic Substances Control, or Regional Water Quality Control Board (depending upon the nature of any identified contamination).	Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , a Phase II Environmental Site Assessment (Appendix L to the EIR) was conducted on the Project site, which included soils sampling, determined that there were no levels of herbicides, organochlorine pesticides, or Per- and polyfluoroalkyl substances (PFAS) detected above laboratory reporting limits. Therefore, the Project would be consistent with Policy S 7.1.
S 7.2 Development Design within Methane Gas Districts. Ensure that any development within identified methane gas districts be designed consistent with the requirements of the Newport Beach Municipal Code.	Consistent. As detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , the Project site is not located within the Methane Gas Mitigation District as defined and listed in Municipal Code Section 15.55.030. Therefore, the Project is consistent with Policy S 7.2.

Relevant General Plan Policies	Project Consistency
<p>S 7.4 Implementation of Remediation Efforts. Minimize the potential risk of contamination to surface water and groundwater resources and implement remediation efforts to any resources adversely impacted by urban activities.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a SWPPP and a WQMP that would provide BMPs to reduce or eliminate contamination to surface water or groundwater resources. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy S 7.4.</p>
Noise Element	
<p>N 1.1 Noise Compatibility of New Development. Require that all proposed projects are compatible with the noise environment through use of Table N2 and enforce the interior and exterior noise standards shown in Table N3.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project is compatible with the exterior noise environment and would not require implementation of mitigation measures. In addition, the City's development permitting process would ensure enforcement of the interior noise standards shown in Table N3. Therefore, the Project is consistent with Policy N 1.1.</p>
<p>N 1.7 Commercial/ Entertainment Uses. Limit hours and/or require attenuation of commercial/entertainment operations adjacent to residential and other noise sensitive uses in order to minimize excessive noise to these receptors.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the Project site is not directly adjacent to sensitive receptors and would not result in excessive noise to sensitive receptors, would not exceed noise thresholds, and would not result in a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i>. Therefore, the Project is consistent with Policy N 1.7.</p>
<p>N 1.8 Significant Noise Impacts. Require the employment of noise mitigation measures for existing sensitive uses when a significant noise impact is identified. A significant noise impact occurs when there is an increase in the ambient CNEL produced by new development impacting existing sensitive uses. The CNEL increase is shown in the table below.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project would not result in significant impacts related to an increase in ambient noise. Table 5.11-10 and Table 5.11-11 identify that the Project would generate daytime ambient noise level increases ranging from less than 0.1 to 0.8 dBA Leq and nighttime noise level increases ranging from less than 0.1 to 2.0 dBA Leq at the</p>

Relevant General Plan Policies	Project Consistency
	nearby receiver locations, which are less than the thresholds. Therefore, noise impacts related to Project operations would be less than significant and the Project is consistent with Policy N 1.8.
<p>N 4.2 New Uses. Require that new uses such as restaurants, bars, entertainment, parking facilities, and other commercial uses where large numbers of people may be present adjacent to sensitive noise receptors obtain a use permit that is based on compliance with the noise standards in Table N3 and the City's Municipal Code.</p>	<p>Consistent. The Project site is not directly adjacent to sensitive receptors and would not result in an exceedance of noise thresholds or a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i>. In addition, the Project would be in compliance with the City's municipal code, as verified through the City's development review and permitting process, and would obtain use permits as required, per the detail in Section 3.0 of the EIR, <i>Project Description</i>. Therefore, the Project is consistent with Policy N 4.2.</p>
<p>N 4.6 Maintenance of Construction Activities. Enforce the Noise Ordinance noise limits and limits on hours of maintenance or construction activity in or adjacent to residential areas, including noise that results from in-home hobby or work related activities.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 4.6.</p>
<p>N 5.1 Limiting Hours of Activity. Enforce the limits on hours of construction activity.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR 1, <i>Noise</i>, construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 5.1.</p>

EXHIBIT “E”

TRIBAL CONSULTATION TIMELINE

Snug Harbor Surf Park Tribal Consultation Timeline

June 2024 – City contacts the Native American Heritage Commission (NAHC) requesting a Sacred Lands File (SLF) records search and list of tribes to reach out to for SB 18 purposes.

June 18, 2024 – The NAHC responds with a consultation list of tribes with traditional lands or cultural places located in the Project. The letter states that the result of the Sacred Lands File (SLF) check was Positive and to contact the Gabrieleno/Tongva San Gabriel Band of Mission Indians for more information.

September 19, 2024 – Commence Tribal outreach process. The City has a completed Project application and the City sends all the tribes on its AB 52 list and those identified by the NAHC letters describing the Project and inviting tribes to request consultation per AB 52 / SB 18.

September 25, 2024 – The Gabrieleno Band of Mission Indians – Kizh Nation sends a letter in response stating that the Project location is within their Ancestral Tribal Territory; and the Tribal Government requests to schedule a consultation to discuss the Project and the surrounding location in further detail.

October 14, 2024 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation request for consultation via email and sets a meeting for November 5, 2024 at 1:00 p.m.

November 4, 2024 – The City receives an email from the Gabrieleno Band of Mission Indians – Kizh Nation rescheduling the November 5, 2024, meeting due to Chairman illness, and states that the Tribal Chairman is unavailable for the rest of November. The City responds to email and agrees to an email consultation due to tribe unavailability and requests tribe to forward tribal information regarding the Project location or site.

January 9, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation follow up and requests tribal information and preferred mitigation. The tribe responded by providing their standard mitigation measures.

January 17, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation and accepts their recommended mitigation measures and closes consultation.

February 3, 2025 – Email received from Gabrielino Tongva Indians of California, forwarding an sent email sent on September 26, 2024 (that was not previously received by the City) requesting consultation.

February 18, 2025 – City has a consultation call with the Gabrielino Tongva Indians of California who assert ancestral ties to the Newport Beach and back bay area and the City requested that the tribe provide substantial evidence to meet AB 52 / SB 18 and CEQA criteria.

February 21, 2025 - City emails Gabrielino Tongva Indians of California proposed mitigation providing for consulting tribes to monitor excavation of native soils onsite. The Gabrielino Tongva

Indians of California agrees to proposed mitigation and provides substantial evidence of the Tongva Village site of Genga by Newport Bay and related tribal resources.

February 24, 2025 – City emails Gabrielino Tongva Indians of California acknowledges their agreement on the proposed mitigation measures for monitoring and closing consultation with the tribe.

May 16, 2025 – City emails the Gabrieleno Band of Mission Indians – Kizh Nation providing notification that as the Lead Agency, the City has modified the mitigation measures previously provided by the Kizh Nation in response to a request for consultation from another California Native American Tribe that is recognized by NAHC and eligible to engage in consultation for purposes of SB 18 and AB 52.

The Gabrieleno Band of Mission Indians – Kizh Nation responded to the City's email stating their objection and stating that determination of tribal ancestry is based on substantial evidence of traditional and cultural affiliation to the land in question and states that the Tongva have no direct historical, ancestral, or cultural ties to the Newport Beach.

June 4, 2025 – The City sends a response letter to Gabrieleno Band of Mission Indians – Kizh Nation responding to their objection stating that the Gabrielino Tongva Indians of California tribe provided the City with substantial evidence identifying that the Project area is within their Ancestral Tribal Territory. The SLF search completed for the Project by the NAHC resulted in a positive finding that the site is within traditional lands or cultural places for the Gabrieleno/Tongva San Gabriel Band of Mission Indians. As recently as 2023, the NAHC identified the Gabrielino Tongva Indians of California as a Native American Tribe that is traditionally or culturally affiliated with Orange County and the Project area. Therefore, in response to the findings of the SLF search and SB 18 and AB 52 consultation processes, which identify that more than one tribe may have resources within the Project area, the City as Lead Agency has determined that the mitigation measures that are modified from those provided previously by Kizh Nation shall be applicable to the Project. The letter further states that the City understands that the Kizh Nation would like to be the sole tribe monitoring the Project ground-disturbing activity. SB 18 and AB 52 simply prevent the City from feasibly reaching that conclusion given the information provided by the NAHC and the substantial evidence presented by Gabrielino Tongva Indians of California regarding that tribe's traditional and cultural affiliation to the Project site.

June 5, 2025 – City receives objection letter from the Gabrieleno Band of Mission Indians – Kizh Nation objecting to the response to the previous objection. The letter states that the City's recent unilateral actions to revise and dilute the agreed-upon significant mitigation measures constitute multiple legal violations under AB 52, SB 18, and CEQA. The letter states that it is not legally permissible to alter mitigation protocols in response to late letters from unrelated entities that offer no verifiable archaeological, historical, or ethnographic evidence of ancestral affiliation. The letter further states that The City's consideration of outside entities that have not been historically tied to the area is in violation of this statute.

June 23, 2025 – The City attorney sends a letter to the Gabrieleno Band of Mission Indians – Kizh Nation responding to the June 5 letter received stating that the City disputes allegations that the City is in violation of AB 52 and SB 18 and reiterates that the Kizh Nation is able to monitor ground disturbance and consult regarding any resources are discovered. The letter details the City's compliance with AB 52, SB 18, and the recent Koi Nation Decision.

September 3, 2025 – City receives an email from the Chairman of the Kizh Nation to City following up on June 5 correspondence stating that they have not received a response. The letter objects to any changes to the mitigation measures the tribe provided and stating that the changes are a violation of AB 52 and the tribe will request avoidance and oppose the Project.

September 4, 2025 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation email from September 3 and re-sends the City's letter from June 23, 2025.

September 23, 2025 – City representative for Project calls tribe Chairman to discuss a potential monitoring agreement for the Project.

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE SUBMISSION OF A REFERENDUM ON RESOLUTION NO. 2025-71 APPROVING A GENERAL PLAN AMENDMENT FOR THE SNUG HARBOR SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE, NEWPORT BEACH, CALIFORNIA AND REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE

WHEREAS, Section 1003 of the Charter of the City of Newport Beach (“City Charter”) states that the provisions of the Elections Code of the State of California (“Elections Code”), as the same now exist or hereafter may be amended, which govern referenda, shall apply to the use thereof in the City of Newport Beach (“City”) so far as such provisions of the Elections Code are not in conflict with the provisions of the Charter;

WHEREAS, on October 28, 2025, the Newport Beach City Council considered an application (“Application”) filed by CAA Planning, on behalf of Back Bay Barrels, LLC (collectively the “Applicant”), for the redevelopment of the private property owned by Newport Golf, LLC, located at 3100 Irvine Avenue, Newport Beach, California (“Property”);

WHEREAS, in the Application, the Applicant proposed to redevelop approximately 15.38-acres in the center of the privately owned Property, currently occupied by the driving range, putting green, pro-shop, restaurant and bar, and three golf holes, into a new surf-focused outdoor recreational facility commonly known as the Snug Harbor Surf Park Project (“Project”);

WHEREAS, the Project would include: (1) construction of a five-acre surf lagoon divided into two hydrologically separate basins; (2) viewing platforms, seating areas, pools, restrooms, and drought-tolerant landscaping; and (3) a new clubhouse that would provide a reception and lobby area, surf academy, fitness and yoga studios, administrative offices, locker rooms, retail space, restaurant, viewing suites, a coffee and snack bar, and a basement level that would include golf cart storage, surfboard and equipment storage, and mechanical facilities;

WHEREAS, the Project would also include: (1) an athlete accommodation building with 20 rooms; (2) a total of 351 parking spaces, including 91 spaces dedicated to golf, on the Project site to support the Project with parking, distributed across two surface lots and partially shaded by solar canopies; and (3) support for the remaining 15-hole golf course to facilitate continued golf including parking, a check-in station (starter) on the Project site, golf cart storage within the basement level of the Project's proposed clubhouse building and maintenance of connection between all golf holes;

WHEREAS, the Property is currently designated Parks and Recreation (PR) under the City's General Plan Land Use Element, which allows active and passive recreation uses, such as golf courses, aquatic facilities, private recreation clubs, and similar activities;

WHEREAS, while the Project is consistent with the PR designation, the Applicant requested an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet ("Amendment");

WHEREAS, following review of the proposed Amendment, the City Council determined the Amendment was consistent with the City's General Plan goals and policies and adopted Resolution No. 2025-71 on October 28, 2025, which is attached hereto as Exhibit 1 and incorporated herein by reference, approving the Amendment to the Newport Beach General Plan by increasing Anomaly No. 58 of Table LU2 of the Newport Beach General Plan Land Use Element by 39,772 square feet from 20,000 square feet to 59,772 square feet;

WHEREAS, the City Council also adopted Resolution Nos. 2025-72, 2025-73, and 2025-74 approving a conditional use permit, certifying the environmental impact report, and overriding the Airport Land Use Commission's determination of inconsistency, which resolutions are not subject to referendum because they are not legislative acts;

WHEREAS, on October 31, 2025, the proponents of the referendum requested an impartial summary of the referendum pursuant to Elections Code Section 9238 (b)(2)(B) ("Referendum");

WHEREAS, under California law, voters may use the referendum process to approve or reject legislative actions by local government, and, because the 39,772, square foot increase authorized by the Amendment is a legislative act, the 39,772 square-foot increase, and only this increase, is subject to the people's power of referendum;

WHEREAS, on November 4, 2025, pursuant to Elections Code Section 9238 (b)(2)(B), the City Attorney prepared a summary of the Referendum with the following title: "City of Newport Beach City Attorney's Impartial Summary of the Referendum of Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Project Located at 3100 Irvine Avenue, Newport Beach, California";

WHEREAS, on December 4, 2025, the proponents of the referendum submitted petitions for filing with the City Clerk;

WHEREAS, on December 5, 2025, after the City Clerk performed a prima facie review and determined the number of signatures was more than the minimum number of signatures required, the City Clerk accepted the petition of filing and forwarded the petitions to the Orange County Registrar of Voters to ascertain whether or not the petitions were signed by the requisite number of voters;

WHEREAS, on January 27, 2026, certification was presented to the City Council that not less than ten percent of the registered voters of the City signed the petition for the Referendum;

WHEREAS, pursuant to Elections Code Section 9241, if a referendum petition is signed by not less than ten percent of the registered voters of a city, that city shall either adopt the proposed petition or submit the petition to the voters at a special election or the next regular election occurring not less than 88 days after the date of the order of election;

WHEREAS, the City Council has not repealed Resolution No. 2025-71 approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet;

WHEREAS, pursuant to Charter Section 1000, a General Municipal Election shall be held in the City of Newport Beach on the first Tuesday after the first Monday of November in each even-numbered year for the election of officers and for such other purposes as the City Council may prescribe; and

WHEREAS, pursuant to Charter Sections 1000, 1002, and 1003 and Elections Code Sections 9241, and 9243, the City Council of the City of Newport Beach desires to call and give notice of a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of submitting to the registered voters of the City of Newport Beach a Referendum of Resolution No. 2025-71 approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: Pursuant to Charter Sections 1000, 1002, and 1003 and Elections Code Sections 9241, and 9243, there is hereby called and ordered to be held in the City of Newport Beach, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of submitting to the registered voters of the City of Newport Beach a Referendum of Resolution No. 2025-71 approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet.

Section 2: The City Council does hereby order the following question to be submitted to the registered voters of the City of Newport Beach at the General Municipal Election on Tuesday, November 3, 2026:

MEASURE ____	
Shall Newport Beach City Council Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) from 20,000 square feet to 59,772 square feet, be adopted?	Yes
	No

Section 3: The complete text of Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) by 39,772 square feet from 20,000 square feet to 59,772 square feet is attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 4: The vote requirement for the ballot measure to pass is a majority (50% +1) of the votes cast.

Section 5: The ballots to be used at the election shall be in form and content as required by law.

Section 6: The City hereby requests, pursuant to Elections Code Section 10403, that the Orange County Board of Supervisors consent and agree to consolidation of the City's General Municipal Election with the Statewide General Election to be held on Tuesday, November 3, 2026, for the purpose of submitting to the registered voters of the City of Newport Beach the Referendum.

Section 7: The City Clerk is authorized, instructed, and directed to contract with the County of Orange to procure and furnish any and all services, official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary to properly and lawfully conduct the election.

Section 8: In accordance with the provisions of law governing Statewide General Elections, including Elections Code Section 10418, the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other services, staff, and procedures for the General Municipal Election shall be the same as those utilized by the County of Orange and in compliance with the Elections Code of the State of California.

Section 9: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for the holding municipal elections.

Section 10: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, the time, and in the form, and manner as required by law.

Section 11: The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 12: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City of Newport Beach upon presentation of a properly submitted bill.

Section 13: The Orange County Elections Official is hereby authorized to canvass the returns of the General Municipal Election.

Section 14: The City Clerk shall receive the canvass from the Orange County Elections Official as it pertains to the Referendum and shall timely certify the results to the City Council in accordance with law.

Section 15: Pursuant to Elections Code Sections 9217, 9237, and 9243, the amendment to Anomaly Number 28 as identified in Table LU 2 of the General Plan Land Use Element set forth in Resolution No. 2025-71 shall not go into effect until approved by a majority of the eligible voters of the City of Newport Beach. If the voters approve the

measure, the amendment to Anomaly Number 28 as identified in Table LU 2 of the General Plan Land Use Element set forth in Resolution No. 2025-71 shall be adopted as of the date that the vote is declared/certified by the City Council and shall go into effect 10 days thereafter in accordance with Elections Code Section 9217 or as otherwise required by law.

Section 16: The City Clerk shall deliver certified copies of this resolution including Resolution No. 2027-71 attached hereto as Exhibit 1, to the Clerk of the Board of Supervisors of Orange County and the Orange County Registrar of Voters.

Section 17: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 18: 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 are declared invalid or unconstitutional.

Section 19: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored referendum is a ministerial duty required by Elections Code Section 9241, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 20: 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 27th 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

Attachment(s): Exhibit 1 – Resolution No. 2025-71

Exhibit 1
Resolution No. 2025-71

RESOLUTION NO. 2025-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FOR THE SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE (PA2024-0069)

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

WHEREAS, an application was filed by CAA Planning, on behalf of Back Bay Barrels, LLC ("Applicant"), concerning property located at 3100 Irvine Avenue, and legally described in Exhibit "A," which is attached hereto and incorporated herein by reference ("Property");

WHEREAS, the Applicant is requesting to redevelop the central 15.38-acre parcel of the privately owned Newport Beach Golf Course by removing the existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf and replacing it with a new surf-focused outdoor commercial recreation use ("Project");

WHEREAS, the Project's site improvements include approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, spa, restrooms, landscaping, clubhouse with amenities, athlete accommodation building with 20 overnight rooms, and two parking lots with 351 parking spaces;

WHEREAS, the Project will be constructed on approximately 79,533 square feet of area; however, 19,761 square feet will be excluded from the total development limit of the Property as incidental building areas which is consistent with Table LU1 (Land Use Plan Categories) of the City's General Plan ("General Plan") for properties categorized as Parks and Recreation;

WHEREAS, the following approvals are requested or required to implement the Project as proposed:

- General Plan Amendment ("GPA"): To increase the development limit from 20,000 square feet to 59,772 square feet for Anomaly Number 58, as identified in Table LU 2 of the Land Use Element of the General Plan;

- Major Site Development Review ("SDR"): To construct a nonresidential building larger than 20,000 square feet in area;
- Conditional Use Permit ("CUP"): To allow the operation of an outdoor commercial recreation use including a restaurant with alcohol sales, establish the appropriate parking rate, and allow the construction of buildings taller than 18 feet;
- Modification Permit: To allow for the construction of retaining walls taller than eight feet in height from finish grade; and
- Environmental Impact Report ("EIR"): To address reasonably foreseeable environmental impacts resulting from the legislative and project specific discretionary approvals;

WHEREAS, the Property is categorized as Parks and Recreation (PR) by the General Plan Land Use Element and is located within the Santa Ana Heights Specific Plan/Open Space and Recreation (SP-7/OSR) Zoning District;

WHEREAS, the Property is not located within the coastal zone, therefore, a coastal development permit is not required;

WHEREAS, California Public Utilities Code ("CPUC") Section 21676(b) requires the City to refer the Project to the Orange County Airport Land Use Commission ("ALUC") to review for consistency with the 2008 John Wayne Airport Environs Land Use Plan ("AELUP");

WHEREAS, ALUC determined the Project to be inconsistent with the AELUP on August 7, 2025;

WHEREAS, a public hearing was held by the Planning Commission on September 4, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act"), and Chapter 20.62 (Public Hearings) of the Newport Beach Municipal Code. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this hearing;

WHEREAS, at the hearing, the Planning Commission adopted Resolution No. PC2025-018 by a unanimous vote (6 ayes, 1 recusal) recommending the City Council approve the Project;

WHEREAS, after the Planning Commission's decision and pursuant to Sections 21670 and 21676 of the CPUC, the City Council held a duly noticed public hearing on September 9, 2025, and adopted Resolution No. 2025-60 (6 ayes, 1 absent) to notify ALUC and the State Department of Transportation Aeronautics Program of the City's intent to override ALUC's inconsistency finding; and

WHEREAS, a public hearing was held by the City Council on October 28, 2025, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California to consider the Project. A notice of time, place, and purpose of the hearing was given in accordance with CPUC Section 21676(b), the Ralph M. Brown Act, Chapter 20.62 (Public Hearings) of the NBMC, City Council Policy K-1 (General Plan and Local Coastal Program) and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act). Evidence, both written and oral, was presented to, and considered by, the City Council at this hearing.

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

Section 1: The City Council does hereby make the findings attached hereto as Exhibit "B," and incorporated herein by this reference, and approves the GPA, which is also attached hereto as Exhibit "C," and incorporated herein by this reference.

Section 2: An EIR (State Clearinghouse No. 2024110238) was prepared for the Project in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 *et seq.*, Section 15000 *et seq.* as set forth in Title 14, Division 6, Chapter 3 of the California Code of Regulations ("CEQA Guidelines"), and City Council Policy K-3 (Implementation Procedures for the California Environmental Quality Act) to ensure that the Project will not result in significant environmental impacts. Based on the entire environmental review record, the City Council having final approval authority over the Project, found that the Project, with mitigation measures, will have a less than significant impact on the environment and there are no known substantial adverse effects on human beings. By Resolution No. 2025-73, the City Council adopted and certified the Final EIR as complete and adequate and adopted the Mitigation Monitoring and Reporting Program including all findings contained therein, which is hereby incorporated by this reference.

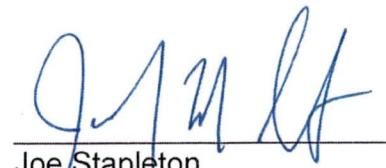
Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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

Section 5: The City Council finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger.

Section 6: 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 28th day of October, 2025.



Joe Stapleton
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit A - Legal Description
 Exhibit B - Findings for Approval
 Exhibit C - General Plan Amendment to Anomaly No. 58 of the
 Newport Beach General Plan Land Use Element
 Exhibit D - General Plan Consistency Analysis
 Exhibit E - Tribal Consultation Timeline

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF NEWPORT BEACH }

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2025-71 was duly adopted by the City Council of said City at a regular meeting held on the 28th day of October, 2025, by the following vote, to wit:

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

NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said
City this 29th day of October, 2025.


Lena Shumway
City Clerk
City of Newport Beach, California

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 94-2, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MAY 9, 1994 AS INSTRUMENT NO. 94-318607 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 4, 1997 AS INSTRUMENT NO. 97-428866 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED IN FEE TO THE COUNTY OF ORANGE BY DEED RECORDED OCTOBER 21, 2014 AS INSTRUMENT NO. 2014-427814 OF OFFICIAL RECORDS.

APN: 119-200-38 & 119-200-41

EXHIBIT “B”

FINDINGS FOR APPROVAL

An amendment to the Newport Beach General Plan Land Use Element is a legislative act. Neither Title 20 (Planning and Zoning) nor California Government Code Section 685000 *et seq.*, set forth any required findings for either approval or denial of such amendments. Nonetheless, a full General Plan Consistency Analysis has been prepared for the Project, is attached hereto as Exhibit “D,” and is incorporated herein by this reference. In summary, the Project is consistent with the following General Plan Goals and Policies:

Land Use Element

- Policy LU 1.6 (Public Views)
- Policy LU 2.1 (Resident-Serving Land Uses)
- Policy LU 2.2 (Sustainable and Complete Community)
- Policy LU 2.5 (Visitor Serving Uses)
- Policy LU 2.8 (Adequate Infrastructure)
- Policy LU 3.1 (Neighborhoods, Districts, Corridors, and Open Spaces)
- Policy LU 3.2 (Growth and Change)
- Policy LU 3.3 (Opportunities for Change – Santa Ana Heights)
- Policy LU 3.7 (Natural Resource and Hazardous Areas)
- Policy LU 3.8 (Project Entitlement Review with Airport Land Use Commission)
- Policy LU 4.1 (Land Use Diagram)
- Policy LU 5.6.2 (Form and Environment)
- Policy LU 5.6.3 (Ambient Lighting)

Historical Resources Element

- Policy HR 2.1 (New Development Activities)
- Policy HR 2.2 (Grading and Excavation Activities)
- Policy HR 2.3 (Cultural Organizations)
- Policy HR 2.4 (Paleontological or Archaeological Materials)

Circulation Element

- Policy CE 2.2.1 (Safe Roadways)
- Policy CE 7.1.1 (Vehicle Miles Traveled (VMT) Analysis)
- Policy CE 7.1.2 (VMT Mitigation Measures)
- Policy CE 7.1.5 (Support Facilities for Alternative Modes)
- Policy CE 7.1.7 (Project Site Design Supporting Alternative Modes)
- Policy CE 7.1.8 (Electric Vehicle (EV) Charging Stations)
- Policy CE 9.1.10 (Development Requirements)

Recreation Element

- Policy R 1.12 (Aircraft Overflight and Noise)
- Policy R 4.1 (Provision of Recreation Services)
- Policy R 4.2 (Compatible Recreation Activities)

Policy R 4.3 (Variety of Programs)
Policy R 4.5 (Variety of Adult Recreational Programs)

Natural Resources Element

Policy NR 1.1 (Water Conservation in New Development)
Policy NR 1.2 (Use of Water Conserving Devices)
Policy NR 3.4 (Storm Drain Sewer System Permit)
Policy NR 3.5 (Natural Water Bodies)
Policy NR 3.9 (Water Quality Management Plan)
Policy NR 3.10 (Best Management Practices)
Policy NR 3.11 (Site Design and Source Control)
Policy NR 3.12 (Reduction of Infiltration)
Policy NR 3.14 (Runoff Reduction on Private Property)
Policy NR 3.16 (Siting of New Development)
Policy NR 3.17 (Parking Lots and Rights-of-Way)
Policy NR 3.19 (Natural Drainage Systems)
Policy NR 3.20 (Impervious Surfaces)
Policy NR 4.3 (Restore Natural Hydrologic Conditions)
Policy NR 4.4 (Erosion Minimization)
Policy NR 6.1 (Walkable Neighborhoods)
Policy NR 6.4 (Transportation Demand Management Ordinance)
Policy NR 7.2 (Source Emission Reduction Best Management Practices)
Policy NR 10.2 (Orange County Natural Communities Conservation Plan)
Policy NR 10.3 (Analysis of Environmental Study Areas)
Policy NR 10.4 (New Development Siting and Design)
Policy NR 10.5 (Development in Areas Containing Significant or Rare Biological Resources)
Policy NR 10.6 (Use of Buffers)
Policy NR 10.7 (Exterior Lighting)
Policy NR 18.1 (New Development)
Policy NR 18.3 (Potential for New Development to Impact Resources)
Policy NR 18.4 (Donation of Materials)
Policy NR 20.1 (Enhancement of Significant Resources)
Policy NR 20.2 (New Development Requirements)
Policy NR 20.4 (Public View Corridor Landscaping)
Policy NR 23.1 (Maintenance of Natural Topography)
Policy NR 23.7 (New Development Design and Siting)
Policy NR 24.2 (Energy-Efficient Design Features)
Policy NR 24.3 (Incentives for Green Building Program Implementation)

Safety Element

Policy S 4.7 (New Development)
Policy S 5.1 (New Development Design within 100-year Floodplains)
Policy S 5.2 (Facility Use or Storage of Hazardous Materials Standards)
Policy S 5.3 (Minimization of Flood Hazard Risk)
Policy S 7.1 (Known Areas of Contamination)

Policy S 7.2 (Development Design within Methane Gas Districts)
Policy S 7.4 (Implementation of Remediation Efforts)

Noise Element

Policy N 1.1 (Noise Compatibility of New Development)
Policy N 1.7 (Commercial/ Entertainment Uses)
Policy N 1.8 (Significant Noise Impacts)
Policy N 4.2 (New Uses)
Policy N 4.6 (Maintenance of Construction Activities)
Policy N 5.1 (Limiting Hours of Activity)

Tribal Consultation Finding:

Pursuant to California Government Code Section 65352.3 ("SB18"), a local government is required to contact the appropriate tribes identified by the Native American Heritage Commission ("NAHC") each time it considers a proposal to adopt or amend the General Plan. If requested by any tribe, the local government must consult for the purpose of preserving or mitigating impacts to cultural resources.

Fact in Support of Finding Tribal Consultation Consistency:

The City received a response from the NAHC indicating that 20 tribal contacts should be provided notice regarding the GPA. SB 18 requires notification 90 days prior to Council action to allow tribal contacts to respond to the request to consult. To comply with both the requirements of SB 18 and Assembly Bill 52, the tribal contacts were provided notice on September 19, 2024. Two tribal contacts requested consultation: the Gabrieleno Band of Mission Indians - Kizh Nation ("Kizh Nation") and the Gabrielino Tongva Indians of California. The City engaged in a good faith effort for consultation for over a year with both tribes and both tribes requested monitoring for tribal resources during ground disturbances consisting of over 14 correspondence regarding mitigation measures to incorporate into the Project. A timeline of the tribal consultations is attached hereto as Exhibit "E" and incorporated herein by this reference. During the consultation process, the Kizh Nation requested to be the sole onsite monitor and asserted that the Gabrielino Tongva have no direct historical, ancestral, or cultural ties to Newport Beach. However, the Gabrielino Tongva tribe provided the City with substantial evidence identifying that the Property is within their Ancestral Tribal Territory. Furthermore, the Gabrielino Tongva tribe were identified by NAHC through a Sacred Lands File ("SLF") search establishing that the Property is within traditional lands or cultural places for the Gabrieleno Tongva. Therefore, the City incorporated mitigation measures into the Project allowing for tribal monitors from both tribes to address potential concerns regarding the protection of Tribal Cultural Resources.

Charter Section 423 Finding:

Pursuant to City Charter Section 423 and City Council Policy A-18, voter approval is required for any major amendment to the General Plan. A “major amendment” is one that significantly increases the maximum amount of traffic that allowed uses could generate or significantly increases allowed density or intensity. “Significantly increases” is defined as increases over 100 peak hour trips (traffic), or over 100 dwelling units (density), or over 40,000 square feet of floor area (intensity). The thresholds apply to both: 1) increases directly caused by the subject GPA, and 2) eighty percent of the increases caused by previous GPAs within the area plus the subject GPA.

The subject GPA is within Statistical Area J-5. One amendment (PA2020-041) has been approved within the last 10 years and continues to be cumulatively tracked consistent with the provisions of Charter Section 423.

Facts in Support of Finding Charter Section 423 Consistency:

The following table illustrates the increases attributable to the subject GPA, prior GPAs, and the resulting totals. Trip generation for the purpose of implementing Charter Section 423 was calculated using the blended rate for “public, semi-public, and institutional uses,” as provided in City Council Policy A-18. Notably, none of the thresholds specified by Charter Section 423 are exceeded, therefore no vote of the electorate is required should the City Council choose to approve this GPA.

Charter Section 423, Measure S Analysis for Statistical Area J-5.				
Amendments	Increased Density (DU)	Increased Intensity (SF)	Peak Hour Trip Increase	
			A.M.	P.M.
PA2020-041 (Shvetz Residential Subdivision)	1	NA	0.75	1.01
Total Prior Increases	1	NA	0.75	1.01
80% of Prior Increases	.8	NA	0.60	.81
100% of Proposed PA2024-0069	0	39,772	59.66	59.66
Total	.8	39,772	60.26	60.26
Threshold	100	40,000	100	100
Remaining	99.2	228	39.74	39.74
Vote Required?	No	No	No	No

Additionally, while the Project requires a GPA, major site development review, conditional use permit, and modification permit, only the GPA may be subject to an initiative. (Elections Code Section 9200 *et seq.*; *DeVita v. County of Napa* (1995) 9 Cal. 4th 763, 775)

EXHIBIT "C"

GENERAL PLAN AMENDMENT TO ANOMALY NO. 58 OF TABLE LU2 OF THE
NEWPORT BEACH GENERAL PLAN LAND USE ELEMENT

Anomaly Number	Statistical Area	Land Use Designation	Development Limit (SF)	Development Limit (other)	Additional Information
58	J5	PR	59,772		

EXHIBIT "D"

GENERAL PLAN CONSISTENCY ANALYSIS

Relevant General Plan Policies	Project Consistency
Land Use Element	
<p>LU 1.6 Public Views. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, all development within the proposed Project site would be set back from adjacent streets and would not encroach on the existing public long-distance views. The proposed buildings would have a minimum setback 20 feet from Mesa Drive, and 20 feet from Irvine Avenue. These setbacks would protect, and the proposed landscaping along the roadways would enhance public views. Therefore, the Project is consistent with Policy LU 1.6.</p>
<p>LU 2.1 Resident-Serving Land Uses. Accommodate uses that support the needs of Newport Beach's residents including housing, retail, services, employment, recreation, education, culture, entertainment, civic engagement, and social and spiritual activity that are in balance with community natural resources and open spaces.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations. The proposed uses would provide employment, recreation, culture, entertainment, and social activity in balance with community natural resources and open spaces. Therefore, the Project is consistent with Policy LU 2.1.</p>
<p>LU 2.2 Sustainable and Complete Community. Emphasize and support the development of uses that enable Newport Beach to be a complete community that maintains the ability to provide locally accessible opportunities for retail, goods and services, and employment.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would provide retail goods and services, and employment. Therefore, the Project is consistent with Policy LU 2.2.</p>
<p>LU 2.5 Visitor Serving Uses. Provide uses that serve visitors to Newport Beach's ocean, harbor, open spaces, and</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would develop a</p>

Relevant General Plan Policies	Project Consistency
other recreational assets, while integrating them to protect neighborhoods and residents.	commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations that would be integrated between golf course holes 10-8 to the north of the site across Irvine Avenue and holes 3-8 to the south of the site across Mesa Drive. The Project would be integrated into the existing development, between the existing roadways and the Santa Ana-Delhi Channel, along an arterial roadway near freeway access. Therefore, the Project is consistent with Policy LU 2.5.
LU 2.8 Adequate Infrastructure. Accommodate the types, densities, and mix of land uses that can be adequately supported by transportation and utility infrastructure (water, sewer, storm drainage, energy, and so on) and public services (schools, parks, libraries, seniors, youth, police, fire, and so on).	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would result in 186 net new vehicle trips that would be accommodated by the existing street system. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i> , implementation of the proposed Project would not result in the need for expanded utility infrastructure or provision of services. The proposed Project would be served by the existing infrastructure that is adequate to serve the Project and surrounding areas. Also, as detailed in Section 5.12 of the EIR, <i>Public Services</i> , the proposed Project would not require expansion or construction of new public facilities to serve the Project along with other service needs. Therefore, the Project is consistent with Policy LU 2.8.
LU 3.1 Neighborhoods, Districts, Corridors, and Open Spaces. Maintain Newport Beach's pattern of residential neighborhoods, business and employment districts, commercial centers, corridors, and harbor and ocean districts.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , the proposed Project would develop a commercial recreational facility including a surf lagoon, amenity clubhouse, and athlete accommodations on the Project site, which would change the type of commercial recreation provided on the site. The Project would maintain and support the golf course holes 10-18 to the north of the site, across Irvine Avenue, and holes 3-8 to the south of the site across

Relevant General Plan Policies	Project Consistency
	Mesa Drive. The Project would not modify the street system that surrounds the site and would not change the pattern of development within the area. Therefore, the Project is consistent with Policy LU 3.1.
<p>LU 3.2 Growth and Change. Enhance existing neighborhoods, districts, and corridors, allowing for re-use and infill with uses that are complementary in type, form, scale, and character. Changes in use and/or density/intensity should be considered only in those areas that are economically underperforming, are necessary to accommodate Newport Beach's share of projected regional population growth, improve the relationship and reduce commuting distance between home and jobs, or enhance the values that distinguish Newport Beach as a special place to live for its residents. The scale of growth and new development shall be coordinated with the provision of adequate infrastructure and public services, including standards for acceptable traffic level of service.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the site to provide a different type of commercial recreational use; changing the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations that would result in approximately the same number of employees on the site (as detailed in Section 3.0, <i>Project Description</i>). Thus, unplanned growth would not occur. Also, as discussed in Sections 5.12, <i>Public Services</i>, and 5.14, <i>Transportation</i>, the proposed Project would not result in impacts related to the street system or public services. Therefore, the Project is consistent with Policy LU 3.2.</p>
<p>LU 3.3 Opportunities for Change. Support opportunities for new development and improved physical environments for residents, businesses, and visitors in the following districts and corridors, as specified in Policies 6.3.1 through 6.22.7:</p> <p>Santa Ana Heights: Support continued implementation of the adopted Specific Plan and Redevelopment Plan.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, the proposed Project would redevelop the existing golf-related facilities to a surf lagoon, amenity clubhouse, and athlete accommodations. As detailed within this section, the Project would implement the Santa Ana Heights Specific Plan land use designation for the site. The proposed Project would result in a new development with an improved physical environment and the facility would be available to residents and visitors, and would support local visitor and surf recreation related businesses. Therefore, the Project is consistent with Policy LU 3.3.</p>
<p>LU 3.7 Natural Resource and Hazardous Areas. Require that new</p>	<p>Consistent. The proposed Project is located on a site that is currently</p>

Relevant General Plan Policies	Project Consistency
<p>development is located and designed to protect areas with high natural resource value and protect residents and visitors from threats to life or property.</p>	<p>developed and surrounded by developed urban uses. The Project is not located within or adjacent to areas of high resource value; and as detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, the Project would not result in threats to life or property. Therefore, the Project is consistent with Policy LU 3.7.</p>
<p>LU 3.8 Project Entitlement Review with Airport Land Use Commission. Refer the adoption or amendment of the General Plan, Zoning Code, specific plans, and Planned Community development plans for land within the John Wayne Airport planning area, as established in the JWA Airport Environs Land Use Plan (AELUP), to the Airport Land Use Commission (ALUC) for Orange County for review, as required by Section 21676 of the California Public Utilities Code. In addition, refer all development projects that include buildings with a height greater than 200 feet above ground level to the ALUC for review.</p>	<p>Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, because the Project site is located within the AELUP Notification area for SNA and within the SNA planning area boundary, and the Project proposes a General Plan Amendment, the City is required to refer the proposed Project to the ALUC for review, pursuant to the California Public Utilities Code Section 21676. Therefore, the Project is consistent with Policy LU 3.8.</p>
<p>LU 4.1 Land Use Diagram. Support land use development consistent with the Land Use Plan. Figure LU1 depicts the general distribution of uses throughout the City and Figure LU2 through Figure LU15 depict specific use categories for each parcel within defined Statistical Areas. Table LU1 (Land Use Plan Categories) specifies the primary land use categories, types of uses, and, for certain categories, the densities/intensities to be permitted. The permitted densities/intensities or amount of development for land use categories for which this is not included in Table LU1, are specified on the Land Use Plan, Figure LU4 through Figure LU15. These are intended to convey maximum and, in some cases, minimums that may be permitted on any parcel within the designation or as otherwise specified by</p>	<p>Consistent. As discussed above, the proposed Project would be consistent with the site's current General Plan Land Use Designation of Parks and Recreation which permits parks (both active and passive), golf courses, marina support facilities, aquatic facilities, tennis clubs and courts, private recreation, and similar facilities (City of Newport Beach, 2006). The proposed Project would require a General Plan Amendment in order to modify Anomaly Number 58 that currently limits the allowable increase in development on the site to 20,000 SF. With implementation of the General Plan Amendment, development of the proposed Project would be consistent with the General Plan development allowances for the site. Therefore, the Project is consistent with Policy LU 4.1.</p>

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<p>Table LU2 (Anomaly Locations). The density/intensity ranges exclude increases allowed through the applications of density bonus laws and are calculated based on actual land area, actual number of dwelling units in fully developed residential areas, and development potential in areas where the General Plan allows additional development.</p> <p>To determine the permissible development, the user should:</p> <ol style="list-style-type: none"> a. Identify the parcel and the applicable land use designation on the Land Use Plan, Figure LU4 through Figure LU15 b. Refer to Figure LU4 through Figure LU15 and Table LU1 to identify the permitted uses and permitted density or intensity or amount of development for the land use classification. Where densities/intensities are applicable, the maximum amount of development shall be determined by multiplying the area of the parcel by the density/intensity. c. For anomalies identified on the Land Use Map by a symbol, refer to Table LU2 to determine the precise development limits. b. d. For residential development in the Airport Area., refer to the policies prescribed by the Land Use Element that define how development may occur. 	
<p>Policy LU 5.6.2. Form and Environment. Require that new and renovated buildings be designed to avoid the use of styles, colors, and materials that unusually impact the design character and quality of their location such as abrupt changes in scale, building form, architectural style, and the use of surface materials that raise local temperatures, result in glare and excessive illumination of adjoining properties and open spaces, or adversely modify wind patterns.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, Aesthetics, the proposed two- and three-story buildings would be consistent with the two- to three-story high commercial office buildings that are located on Mesa Drive, Acacia, and Irvine Avenue to the northwest of the site; and the three-story fire training tower that is adjacent to the site. The proposed development provides the same type of modern visual character as surrounding</p>

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	<p>residential, commercial, and office development that surrounds the site. In addition, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.2.</p>
<p>Policy LU 5.6.3. Ambient Lighting. Require that outdoor lighting be located and designed to prevent spillover onto adjoining properties or significantly increase the overall ambient illumination of their location.</p>	<p>Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i>, the Project lighting would be required to comply with Municipal Code Section 21.30.070, Outdoor Lighting, through the City's permitting process to ensure that it would not result in glare and excessive illumination of adjoining properties. Therefore, the Project is consistent with Policy LU 5.6.3.</p>
Historical Resources Element	
<p>HR 2.1 New Development Activities. Require that, in accordance with CEQA, new development protect and preserve paleontological and archaeological resources from destruction, and avoid and mitigate impacts to such resources. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to ensure that no significant impacts to either archeological or paleontological resources would occur. Therefore, the Project is consistent with Policy HR 2.1.</p>
<p>HR 2.2 Grading and Excavation Activities. Maintain sources of information regarding paleontological and archeological sites and the names and addresses of responsible organizations and qualified individuals, who can analyze, classify, record, and preserve paleontological or archeological findings. Require a qualified paleontologist/archeologist to monitor all</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 have been included to provide for archeological and paleontological monitoring on the site</p>

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<p>grading and/or excavation where there is a potential to affect cultural, archeological or paleontological resources. If these resources are found, the applicant shall implement the recommendations of the paleontologist/archeologist, subject to the approval of the City Planning Department.</p>	<p>during grading and excavation activities to ensure that significant impacts to archeological and paleontological resources would not occur. Therefore, the Project is consistent with Policy HR 2.2.</p>
<p>HR 2.3 Cultural Organizations. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow representatives of such groups to monitor grading and/or excavation of development sites.</p>	<p>Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site, Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy HR 2.3.</p>
<p>HR 2.4 Paleontological or Archaeological Materials. Require new development to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach, or Orange County, whenever possible.</p>	<p>Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i>, and Section 5.6 of the EIR, <i>Geology and Soils</i>, both archeological and paleontological resources studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 would ensure that there would be no significant impacts on either archeological or paleontological resources. Therefore, the Project is consistent with Policy HR 2.4.</p>
Circulation Element	
<p>CE 2.2.1 Safe Roadways. Provide for safe roadway conditions by adhering to nationally recognized improvement standards and uniform construction and maintenance practices.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project does not include improvements to public roadways. However, the new driveways that would provide vehicular</p>

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	access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized improvement standards and uniform construction and maintenance practices that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.1.
CE 2.2.4 Traffic Control. Design traffic control measures to ensure City streets and roads function with safety and efficiency for vehicles, bicycles, and pedestrians.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project does not include traffic control measures for public roadways. However, the new driveways that would provide vehicular access to the site and the onsite circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 2.2.4.
CE 2.2.5 Driveway and Access Limitations. Limit driveway and local street access on arterial streets to maintain a desired quality of traffic flow and limit hazards to active transportation modes. Wherever possible, consolidate and/or reduce the number of driveways and implement access controls during redevelopment of adjacent parcels.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the City of Newport Beach General Plan Circulation Element and development standards. Therefore, the Project is consistent with Policy CE 2.2.5.
CE 2.2.7 Emergency Access. Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles. An emergency evacuation map shall be prepared as part of an updated Safety Element.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would provide two driveway locations to access the site from two sides. In addition, City permitting would ensure that ingress and egress is consistent with the requirements in Section 503 of the California Fire Code (Title 24, California Code of Regulations, Part 9). Therefore, the Project would provide efficient and safe access for emergency vehicles and would be consistent with Policy CE 2.2.7.

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<p>CE 5.2.6 Pedestrian Improvements in New Development Projects. Require new development projects to include safe and attractive sidewalks, walkways, and bike lanes in accordance with the Master Plan, and, if feasible, trails.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project provides onsite pedestrian and bicycle related improvements and is consistent with Policy CE 5.2.6.</p>
<p>CE 5.2.12 Bicycle Supporting Amenities. Require bicycle facilities such as bike racks, bike stations, or lockers according to national standards for long-term and short-term bicycle utilization on City property and with new development and encourage the addition of such bicycle facilities within existing development.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14, <i>Transportation</i>, the proposed Project would include installation of both temporary and long-term bicycle parking areas. Therefore, the Project is consistent with Policy CE 5.2.12.</p>
<p>CE 7.1.1 Vehicle Miles Traveled (VMT) Analysis. Follow the analysis methodology for vehicle miles traveled according to the Newport Beach VMT thresholds policy and as required in Senate Bill 743 and the revised California Environmental Quality Act (CEQA) Guidelines.</p>	<p>Consistent. As detailed in Section 5.14 of the EIR, <i>Transportation</i>, the analysis of VMT for the proposed Project follows the City's VMT thresholds policy and as required in SB 743 and CEQA. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.2 VMT Mitigation Measures. Require implementation of CEQA project related VMT mitigation measures when warranted and monitor reductions in VMT from new development.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project would not result in a potentially significant impact related to VMT and mitigation measures are not warranted. Therefore, the Project is consistent with Policy CE 7.1.1.</p>
<p>CE 7.1.5 Support Facilities for Alternative Modes. Require new development projects to provide facilities commensurate with development type and intensity to support alternative modes, such as preferential parking for carpools, bike racks, bike stations, bicycle lockers, showers, commuter information areas, rideshare vehicle loading areas, water</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, and Section 5.14 of the EIR, <i>Transportation</i>, the proposed Project supports alternative modes of travel and includes a drop-off and pick-up area for carpools and ride-shares, bicycle parking, and onsite pedestrian walkways that would complement the existing offsite sidewalks</p>

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transportation docks, and bus stop improvements.	and bike paths. Therefore, the Project is consistent with Policy CE 7.1.5.
CE 7.1.7 Project Site Design Supporting Alternative Modes. Encourage increased use of public transportation by requiring project site designs that facilitate the use of public transportation and walking.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> , and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project supports alternative modes of travel and includes onsite pedestrian walkways that would complement the existing offsite sidewalks on Irvine Avenue with bus stops for OCTA Bus Route 178. Therefore, the Project facilitates the use of public transportation and walking and is consistent with Policy CE 7.1.7.
CE 7.1.8 Electric Vehicle (EV) Charging Stations. Install additional EV charging stations on City properties, support existing private development to add new EV charging stations and develop incentives for the installation of EV charging stations and other alternative fuels systems as part of new development.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project includes installation of EV charging stations and EV parking spots on the Project site. Therefore, the Project is consistent with Policy CE 7.1.8.
CE 9.1.10 Development Requirements. Require development to provide the needed roadway improvements adjacent to a site, commensurate with project impact and in accordance with the Master Plan of Streets and Highways.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , the proposed Project would not require or include any roadway improvements. However, the proposed driveways and onsite vehicular circulation would be required to adhere to the City's public works and engineering recognized traffic control standards that would be verified through the City's construction permitting process. Therefore, the Project is consistent with Policy CE 9.1.10.
Recreation Element	
R 1.12 Aircraft Overflight and Noise. Require that all public parks located within the noise impact zones as defined in the 1985 JWA Master Plan for John Wayne Airport be posted with a notification to users regarding aircraft overflight and noise.	Consistent. The proposed Project is a commercial recreation facility and would not be a public park. The Project site is located within the SNA 65 CNEL noise contour, which indicates that noise from aircraft on the Project site is 65 dB CNEL and is within the noise impact area related to SNA operations. However, as detailed in

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	Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , and Section 5.11 of the EIR, <i>Noise</i> , the AELUP for SNA states that community facilities and commercial land uses are “normally consistent” within the 65 CNEL contour. Therefore, the proposed Project would not result in an impact related to aircraft overflight and noise and would be consistent with Policy R 1.12.
<p>R 4.1 Provision of Recreation Services. Provide high quality recreational services through professionally-trained recreational personnel to program participants.</p>	<p>Consistent. The proposed Project would provide high quality surf-related recreational services through professionally-trained recreational personnel to program participants. Therefore, the Project is consistent with Policy R 4.1.</p>
<p>R 4.2 Compatible Recreation Activities. Provide a variety of compatible recreational activities within a given location.</p>	<p>Consistent. The proposed Project would add to the variety of recreation activities in the area and the surfing activities would be compatible with the City’s location near the ocean. Therefore, the Project is consistent with Policy R 4.2.</p>
<p>R 4.3 Variety of Programs. Provide a variety of quality programs offered in safe and secure environments for the community’s youth that enhance and extend the learning day, promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, encourage expansion of skills, and reinforce self-esteem, good character, and positive behavior. Therefore, the Project is consistent with Policy R 4.3.</p>
<p>R 4.5 Variety of Adult Recreational Programs. Provide a variety of quality enrichment and recreational programs for the adult population that promote health and wellness; development and/or enhancement of skills and talents; extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in new activities.</p>	<p>Consistent. The proposed Project would provide surf-related recreational services in a safe and secure environment that would promote health and wellness, enhancement of skills, extend learning opportunities; promote sportsmanship; and provide unique opportunities to engage in a new activity. Therefore, the Project is consistent with Policy R 4.5.</p>
Natural Resources Element	
<p>NR 1.1 Water Conservation in New Development. Enforce water</p>	<p>Consistent. The proposed Project would be constructed according to Title 24</p>

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conservation measures that limit water usage, prohibit activities that waste water or cause runoff, and require the use of water-efficient landscaping and irrigation in conjunction with new construction projects.	requirements of the 2022 California administrative code for water conservation and landscaping would be implemented throughout the Project site, including implementation of bioretention basins that would limit runoff. BMPs for stormwater management would also be implemented to direct stormwater into landscape areas to use for irrigation. Therefore, the Project is consistent with Policy N 1.1.
<p>NR 1.2 Use of Water Conserving Devices. Establish and actively promote use of water conserving devices and practices in both new construction and major alterations and additions to existing buildings. This can include the use of rainwater capture, storage, and reuse facilities.</p>	<p>Consistent. As discussed in Section 5.16 of the EIR, <i>Utilities and Service Systems</i>, the proposed Project would be required to implement the CALGreen Code for efficient use of water. Additionally, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, development and construction of the Project site would require preparation and adherence to a Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). Therefore, the Project would use water conserving devices and would be consistent with Policy NR 1.2.</p>
<p>NR 3.4 Storm Drain Sewer System Permit. Require all development to comply with the regulations under the City's municipal separate storm drain system permit under the National Pollutant Discharge Elimination System.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.4.</p>
<p>NR 3.5 Natural Water Bodies. Require that development does not degrade natural water bodies.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, there are no natural bodies of water within the Project site. In addition, as discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, a SWPPP and WQMP would be required to be implemented to ensure that the Project would not degrade offsite natural water bodies. Therefore, the Project is consistent with Policy NR 3.5.</p>

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<p>NR 3.9 Water Quality Management Plan. Require new development applications to include a Water Quality Management Plan (WQMP) to minimize runoff from rainfall events during construction and post-construction.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, construction of the Project site and operation of the proposed Project would require preparation and adherence to a SWPPP and a WQMP. Therefore, the Project is consistent with Policy NR 3.9.</p>
<p>NR 3.10 Best Management Practices. Implement and improve upon Best Management Practices (BMPs) for residences, businesses, development projects, and City operations.</p>	<p>Consistent. As discussed in Section 5.9, <i>Hydrology and Water Quality</i> of the EIR, the proposed Project would implement SWPPP and a WQMP, both of which would provide BMPs to reduce or eliminate soil erosion and pollution. During operation, onsite drainage features would include BMPs that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.10.</p>
<p>NR 3.11 Site Design and Source Control. Include site design and source control BMPs in all developments. When the combination of site design and source control BMPs are not sufficient to protect water quality as required by the National Pollutant Discharge Elimination System (NPDES), structural treatment BMPs will be implemented along with site design and source control measures.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a WQMP that would be approved by the City and includes design and source control BMPs to protect water quality, which include landscaping and drainage features that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project is consistent with Policy NR 3.11.</p>
<p>NR 3.12 Reduction of Infiltration. Include equivalent BMPs that do not require infiltration, where infiltration of runoff would exacerbate geologic hazards. (Policy HB 8.12)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration is not feasible for the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.12.</p>
<p>NR 3.14 Runoff Reduction on Private Property. Retain runoff on private property to prevent the transport of</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a</p>

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pollutants into natural water bodies, to the maximum extent practicable. (Policy HB 8.14).	SWPPP and a WQMP that would provide BMPs to reduce or eliminate transport of pollutants into natural water bodies. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy NR 3.14.
<p>NR 3.16 Siting of New Development. Require that development be located on the most suitable portion of the site and designed to ensure the protection and preservation of natural and sensitive site resources that provide important water quality benefits. (Policy HB 8.16).</p>	<p>Consistent. The Project site is a developed site that is used for golf-related recreation. The site does not contain a natural or sensitive site resource as detailed in Section 5.3 of the EIR, <i>Biological Resources</i>, and the site does not provide important water quality benefits. As discussed in Section 5.9, <i>Hydrology and Water Quality</i>, the proposed Project would require preparation and adherence to a SWPPP and a WQMP that would protect water quality. Therefore, the Project is consistent with Policy NR 3.16.</p>
<p>NR 3.17 Parking Lots and Rights-of-Way. Require that parking lots and public and private rights-of-way be maintained and cleaned frequently to remove debris and contaminated residue. (Policy HB 8.17)</p>	<p>Consistent. As discussed in the Preliminary WQMP (included as Appendix O to the EIR), operation of the Project shall include sweeping all onsite streets, drive aisles, and/or uncovered parking areas at minimum of a quarterly basis. Therefore, the Project is consistent with Policy NR 3.17.</p>
<p>NR 3.19 Natural Drainage Systems. Require incorporation of natural drainage systems and stormwater detention facilities into new developments, where appropriate and feasible, to retain stormwater in order to increase groundwater recharge. (Policy HB 8.19)</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. Therefore, the Project is consistent with Policy NR 3.19.</p>
<p>NR 3.20 Impervious Surfaces. Require new development and public</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>,</p>

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<p>improvements to minimize the creation of and increases in impervious surfaces, especially directly connected impervious areas, to the maximum extent practicable. Require redevelopment to increase area of pervious surfaces, where feasible. (Policy HB 8.20)</p>	<p>while the proposed Project would result in an increase of impervious surfaces, buildup of the proposed Project would result in a decrease the 100-year storm runoff flowrate by 11.1 percent and the proposed Project would maintain the existing drainage pattern by collecting runoff via roof drains, curbs, and area drains and conveying it to vegetated biotreatment systems utilizing permeable landscaping for treatment. Therefore, the Project is consistent with Policy NR 3.20.</p>
<p>NR 4.3 Restore Natural Hydrologic Conditions. Preserve, or where feasible, restore natural hydrologic conditions such that downstream erosion, natural sedimentation rates, surface flow, and groundwater recharge function near natural equilibrium states.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, infiltration and groundwater recharge is not feasible at the Project site. Thus, the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not impact hydrologic conditions, sedimentation, or erosion. Therefore, the Project is consistent with Policy NR 4.3.</p>
<p>NR 4.4 Erosion Minimization. Require grading/erosion control plans with structural BMPs that prevent or minimize erosion during and after construction for development on steep slopes, graded, or disturbed areas.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, the proposed Project would implement a SWPPP and provide BMPs to reduce or eliminate soil erosion and the loss of topsoil during construction. During operation, onsite drainage features would be installed that have been designed to slow, filter, and slowly discharge stormwater into the offsite drainage system. Therefore, the Project would minimize erosion and would be consistent with Policy NR 4.3.</p>
<p>NR 6.1 Walkable Neighborhoods. Provide for walkable neighborhoods to reduce vehicle trips by siting amenities such as services, parks, and schools in close proximity to residential areas.</p>	<p>Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i>, existing sidewalks are located adjacent to the Project site, and the Project would install onsite walkways that would provide for pedestrian access to and from the site.</p>

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	The Project is located at the existing NB Golf Course, which is a commercial recreation land use that is located along an arterial roadway near the freeways, but also, in close proximity to retail services (across Irvine Avenue) and residential areas within the City. Therefore, the Project is consistent with Policy NR 6.1.
NR 6.4 Transportation Demand Management Ordinance. Implement the Transportation Demand Management (TDM) Ordinance, which promotes and encourages the use of alternative transportation modes and provides those facilities such as bicycle lanes that support such alternate modes.	Consistent. As discussed in Section 5.14 of the EIR, <i>Transportation</i> , bike lanes and sidewalks currently exist adjacent to the Project site. The Project would provide onsite pedestrian walkways that would connect to the offsite sidewalks and bicycle parking facilities. Therefore, the Project supports these alternative modes of transportation and is consistent with Policy NR 6.4.
NR 7.2 Source Emission Reduction Best Management Practices. Require the use of Best Management Practices (BMP) to minimize pollution and to reduce source emissions.	Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i> , construction of the Project would implement all related SCAQMD Rules for reduction of source emissions. Therefore, the Project is consistent with Policy NR 7.2.
NR 8.1 Management of Construction Activities to Reduce Air Pollution. Require developers to use and operate construction equipment, use building materials and paints, and control dust created by construction activities to minimize air pollutants.	Consistent. As discussed in Section 5.2 of the EIR, <i>Air Quality</i> , the proposed Project would implement SCAQMD Rule 403 regarding construction dust and Rule 1113 regarding the use of low VOC architectural coatings. Therefore, the Project is consistent with Policy NR 8.1.
NR 10.2 Orange County Natural Communities Conservation Plan. Comply with the policies contained within the Orange County Natural Communities Conservation Plan.	Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i> , the proposed Project would be consistent with the Orange County Natural Communities Conservation Plan as the Project site is listed as a development site and is not located within a Habitat Reserve System. Therefore, the Project is consistent with Policy NR 10.2.
NR 10.3 Analysis of Environmental Study Areas. Require a site-specific survey and analysis prepared by a	Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i> , a biological resources assessment was

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<p>qualified biologist as a filing requirement for any development permit applications where development would occur within or contiguous to areas identified as ESAs.</p>	<p>conducted and is included as Appendix C to the EIR which included a survey for ESA listed species on the Project site. The Project site does not contain and is not adjacent to any ESAs. Therefore, the Project is consistent with Policy NR 10.3.</p>
<p>NR 10.4 New Development Siting and Design. Require that the siting and design of new development, including landscaping and public access, protect sensitive or rare resources against any significant disruption of habitat values.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any sensitive or rare resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for bird and raptor species. Therefore, Mitigation Measures BIO-1 and BIO-2 would ensure that there are no significant impacts to nesting birds or roosting bats onsite. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.5 Development in Areas Containing Significant or Rare Biological Resources. Limit uses within an area containing any significant or rare biological resources to only those uses that are dependent on such resources, except where application of such a limitation would result in a taking of private property. If application of this policy would likely constitute a taking of private property, then a non-resource-dependent use shall be allowed on the property, provided development is limited to the minimum amount necessary to avoid a taking and the development is consistent with all other applicable resource protection policies. Public access improvements and educational, interpretive and research facilities are considered resource dependent uses.</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Project site does not include any significant or rare biological resources. However, the western yellow bat has a low potential to roost in ornamental trees, including palms, on the Project site. Also, the Project site provides suitable foraging, breeding, and roosting habitat for birds and raptor species. Therefore, Mitigation Measure BIO-1 and BIO-2 would ensure that there are no significant impacts to biological resources. Therefore, the Project is consistent with Policy NR 10.4.</p>
<p>NR 10.6 Use of Buffers. Maintain a buffer of sufficient size around significant or rare biological resources, if present, to ensure the protection of these resources. Require</p>	<p>Consistent. As discussed in Section 5.3 of the EIR, <i>Biological Resources</i>, the Upper Newport Bay Nature Preserve and Ecological Reserve ("Upper Newport</p>

Relevant General Plan Policies	Project Consistency
the use of native vegetation and prohibit invasive plant species within these buffer areas.	Bay") is located approximately 0.3 miles south of the Project site. The area between the Project site and Upper Newport Bay contains a hill with existing recreational and residential land uses which provides a buffer. Therefore, the Project would not result in substantial drainage, lighting, or noise impacts to the Upper Newport Bay. Therefore, the Project is consistent with Policy NR 10.6.
NR 10.7 Exterior Lighting. Shield and direct exterior lighting away from significant or rare biological resources to minimize impacts to wildlife.	Consistent. While there are no significant or rare biological resources on or adjacent to the site, the proposed Project would shield and direct light away from potential offsite sensitive species through compliance with Municipal Code Section 20.30.070 (Outdoor Lighting). Therefore, the Project is consistent with Policy NR 10.7.
NR 18.1 New Development. Require new development to protect and preserve paleontological and archaeological resources from destruction, and avoid and minimize impacts to such resources in accordance with the requirements of CEQA. Through planning policies and permit conditions, ensure the preservation of significant archeological and paleontological resources and require that the impact caused by any development be mitigated in accordance with CEQA.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , both archeological and paleontological resource studies were conducted (included as Appendix E and I to the EIR, respectively). Mitigation Measures CUL-1, CUL-2, and PAL-1 were included to provide for monitoring during construction and excavation activities that would reduce potential impacts to archeological and paleontological resources to a less than significant level. Therefore, the Project is consistent with Policy NR 18.1.
NR 18.3 Potential for New Development to Impact Resources. Notify cultural organizations, including Native American organizations, of proposed developments that have the potential to adversely impact cultural resources. Allow qualified representatives of such groups to monitor grading and/or excavation of development sites.	Consistent. In accordance with AB 52 and SB 18, the City sent letters to 20 Native American representatives identified by NAHC, notifying them of the proposed Project. Agency to agency consultation occurred between the City and two tribes, who stated that they have cultural affiliation with the Project region. While none of the tribes presented substantial evidence indicating that tribal cultural resources are present on the site,

Relevant General Plan Policies	Project Consistency
	Mitigation Measures TCR-1 through TCR-3 have been included to provide for Native American monitoring on the site during grading and excavation activities to ensure that significant impacts to tribal cultural resources would not occur. Therefore, the Project is consistent with Policy NR 18.3.
NR 18.4 Donation of Materials. Require new development, where on site preservation and avoidance are not feasible, to donate scientifically valuable paleontological or archaeological materials to a responsible public or private institution with a suitable repository, located within Newport Beach or Orange County, whenever possible.	Consistent. As discussed in Section 5.4 of the EIR, <i>Cultural Resources</i> , and Section 5.6 of the EIR, <i>Geology and Soils</i> , Mitigation Measures CUL-1, CUL-2, and PAL-1 provide for archeological and paleontological monitoring on the site during grading and excavation activities, which includes potential donation of materials and curation at scientific institutions. Therefore, the Project is consistent with Policy NR 18.4.
NR 20.1 Enhancement of Significant Resources. Protect and, where feasible, enhance significant scenic and visual resources that include open space, mountains, canyons, ridges, ocean, and harbor from public vantage points, as shown in Figure NR3.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , none of the adjacent roadways feature long range view of scenic vistas such as the Upper Newport Bay Preserve. The Upper Newport Bay Preserve can be seen from Irvine Avenue south of University Drive, as shown in General Plan Figure NR-3. The Project would not result in significant impacts to significant scenic and visual resources from public vantage points. Therefore, the Project is consistent with Policy NR 20.1.
NR 20.2 New Development Requirements. Require new development to restore and enhance the visual quality in visually degraded areas, where feasible, and provide view easements or corridors designed to protect public views or to restore public views in developed areas, where appropriate.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the proposed Project site is developed with the NB Golf Course and is mostly covered with both natural and artificial grasses and ornamental vegetation. The proposed Project would include landscaping that utilizes native draught tolerant vegetation and would provide new landscaping along the Irvine Avenue and Mesa Drive right-of-way. The proposed Project would not encroach upon public view corridors.

Relevant General Plan Policies	Project Consistency
	Therefore, the Project is consistent with Policy NR 20.2.
Policy NR 20.4. Public View Corridor Landscaping. Design and site new development, including landscaping, on the edges of public view corridors, including those down public streets, to frame, accent, and minimize impacts to public views.	Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i> and Section 5.1, <i>Aesthetics</i> , the Project includes installation of new landscaping along the Irvine Avenue and Mesa Drive right-of-way and along both driveway entrances to the site. The new landscaping would frame and accent driveway entrances, and would screen views of the proposed parking areas, PV solar canopies, and proposed building structures to minimize impacts to public views. Therefore, the Project is consistent with Policy NR 20.4.
Policy NR 23.1 Maintenance of Natural Topography. Preserve cliffs, canyons, bluffs, significant rock outcroppings, and site buildings to minimize alteration of the site's natural topography and preserve the features as a visual resource.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any cliffs, canyons, bluffs, significant rock outcroppings; and thus, these types of natural topographic features would not be impacted from implementation of the Project. The Project does involve grading of the site; however, as detailed in Section 5.1 of the EIR, <i>Aesthetics</i> , the natural southwestward slope of the site would remain with implementation of the Project. Therefore, the Project is consistent with Policy NR 23.1.
Policy NR 23.7 New Development Design and Siting. Design and site new development to minimize the removal of native vegetation, preserve rock outcroppings, and protect coastal resources.	Consistent. As discussed in Section 5.1 of the EIR, <i>Aesthetics</i> , the Project site does not include any native vegetation, rock outcroppings, or coastal resources. The Project site is developed and contains ornamental vegetation, and no native vegetation, rock outcroppings, or coastal resources would be removed as part of the Project. Therefore, the Project is consistent with Policy NR 23.7.
NR 24.2 Energy-Efficient Design Features. Promote energy-efficient design features.	Consistent. As discussed in Section 5.5 of the EIR, <i>Energy</i> , the proposed Project would implement energy efficient practices

Relevant General Plan Policies	Project Consistency
	as outlined in Part 6 of Title 24 of the California Code of Regulations, adopted by the City in Municipal Code Chapter 15.17, which includes installation of solar panels on canopies in the parking areas and on building rooftops to maximize the use of renewable energy. Therefore, the Project is consistent with Policy NR 24.2.
<p>NR 24.3 Incentives for Green Building Program Implementation. Promote or provide incentives for “Green Building” programs that go beyond the requirements of Title 24 of the California Administrative Code and encourage energy efficient design elements as appropriate to achieve “green building” status.</p>	<p>Consistent. As discussed in Section 3.0 of the EIR, <i>Project Description</i>, solar panels would be installed on building tops and solar canopies over portions of the parking areas to produce renewable energy to provide power to the proposed onsite operations. Therefore, the Project is consistent with Policy NR 24.2.</p>
Safety Element	
<p>S 4.7 New Development. Conduct further seismic studies for new development in areas where potentially active faults may occur.</p>	<p>Consistent. As discussed in Section 5.6 of the EIR, <i>Geology and Soils</i>, a Geotechnical Exploration was prepared for the Project site and is included as Appendix H to the EIR, which determined that there are no potentially active fault lines within 500 feet of the Project site. Therefore, the Project would be consistent with Policy S 4.7.</p>
<p>S 5.1 New Development Design within 100-year Floodplains. Require that all new development within 100-year floodplains incorporate sufficient measures to mitigate flood hazards including the design of onsite drainage systems that are connected with the City’s storm drainage system, gradation of the site such that runoff does not impact adjacent properties, and buildings are elevated.</p>	<p>Consistent. The Project site is not located within a 100-year floodplain. The Federal Emergency Management Agency (FEMA) Flood Zone Map 06059C0267J identifies that the Project site is located in Flood Zone X, which are areas that are determined to be outside of the 0.2% annual chance of flooding. In addition, the proposed Project would install an onsite drainage system that would be connected to the existing drainage channel that is adjacent to the site. Therefore, the Project would be consistent with Policy S 5.1.</p>
<p>S 5.2 Facility Use or Storage of Hazardous Materials Standards. Require that all new facilities storing, using, or otherwise involved with</p>	<p>Consistent. As discussed in the previous response, the Project site is not located within a flood zone. Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i>, details</p>

Relevant General Plan Policies	Project Consistency
substantial quantities of onsite hazardous materials within flood zones comply with standards of elevation, anchoring, and flood proofing, and hazardous materials are stored in watertight containers.	that the proposed Project would not use or store substantial quantities of hazardous materials and would comply with all required standards regarding the use, storage, and transportation of the limited quantities of hazardous materials that would be used by the Project. Therefore, the Project would be consistent with Policy S 5.2.
S 5.3 Minimization of Flood Mazard Risk. Require stormwater detention basins, where appropriate, to reduce the potential risk of flood hazards.	Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i> , the Project would utilize modular wetland systems and bioretention basins which would collect flows, filter, and then direct runoff into the Santa Ana Delhi Channel, which is adjacent to the site. The Project would not result in a potential flood risk, and the Project is consistent with Policy S 5.3.
S 7.1 Known Areas of Contamination. Require proponents of projects in known areas of contamination from oil operations or other uses to perform comprehensive soil and groundwater contamination assessments in accordance with American Society for Testing and Materials standards, and if contamination exceeds regulatory action levels, require the proponent to undertake remediation procedures prior to grading and development under the supervision of the County Environmental Health Division, County Department of Toxic Substances Control, or Regional Water Quality Control Board (depending upon the nature of any identified contamination).	Consistent. As discussed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , a Phase II Environmental Site Assessment (Appendix L to the EIR) was conducted on the Project site, which included soils sampling, determined that there were no levels of herbicides, organochlorine pesticides, or Per- and polyfluoroalkyl substances (PFAS) detected above laboratory reporting limits. Therefore, the Project would be consistent with Policy S 7.1.
S 7.2 Development Design within Methane Gas Districts. Ensure that any development within identified methane gas districts be designed consistent with the requirements of the Newport Beach Municipal Code.	Consistent. As detailed in Section 5.8 of the EIR, <i>Hazards and Hazardous Materials</i> , the Project site is not located within the Methane Gas Mitigation District as defined and listed in Municipal Code Section 15.55.030. Therefore, the Project is consistent with Policy S 7.2.

Relevant General Plan Policies	Project Consistency
<p>S 7.4 Implementation of Remediation Efforts. Minimize the potential risk of contamination to surface water and groundwater resources and implement remediation efforts to any resources adversely impacted by urban activities.</p>	<p>Consistent. As discussed in Section 5.9 of the EIR, <i>Hydrology and Water Quality</i>, the proposed Project would implement a SWPPP and a WQMP that would provide BMPs to reduce or eliminate contamination to surface water or groundwater resources. Onsite drainage features would be installed that have been designed to slow and filter stormwater prior to discharge to reduce runoff and prevent transport of pollutants. Therefore, the Project is consistent with Policy S 7.4.</p>
Noise Element	
<p>N 1.1 Noise Compatibility of New Development. Require that all proposed projects are compatible with the noise environment through use of Table N2 and enforce the interior and exterior noise standards shown in Table N3.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project is compatible with the exterior noise environment and would not require implementation of mitigation measures. In addition, the City's development permitting process would ensure enforcement of the interior noise standards shown in Table N3. Therefore, the Project is consistent with Policy N 1.1.</p>
<p>N 1.7 Commercial/ Entertainment Uses. Limit hours and/or require attenuation of commercial/entertainment operations adjacent to residential and other noise sensitive uses in order to minimize excessive noise to these receptors.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the Project site is not directly adjacent to sensitive receptors and would not result in excessive noise to sensitive receptors, would not exceed noise thresholds, and would not result in a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i>. Therefore, the Project is consistent with Policy N 1.7.</p>
<p>N 1.8 Significant Noise Impacts. Require the employment of noise mitigation measures for existing sensitive uses when a significant noise impact is identified. A significant noise impact occurs when there is an increase in the ambient CNEL produced by new development impacting existing sensitive uses. The CNEL increase is shown in the table below.</p>	<p>Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i>, the proposed Project would not result in significant impacts related to an increase in ambient noise. Table 5.11-10 and Table 5.11-11 identify that the Project would generate daytime ambient noise level increases ranging from less than 0.1 to 0.8 dBA Leq and nighttime noise level increases ranging from less than 0.1 to 2.0 dBA Leq at the</p>

Relevant General Plan Policies	Project Consistency
	nearby receiver locations, which are less than the thresholds. Therefore, noise impacts related to Project operations would be less than significant and the Project is consistent with Policy N 1.8.
N 4.2 New Uses. Require that new uses such as restaurants, bars, entertainment, parking facilities, and other commercial uses where large numbers of people may be present adjacent to sensitive noise receptors obtain a use permit that is based on compliance with the noise standards in Table N3 and the City's Municipal Code.	Consistent. The Project site is not directly adjacent to sensitive receptors and would not result in an exceedance of noise thresholds or a substantial increase in ambient noise, as detailed in Section 5.11 of the EIR, <i>Noise</i> . In addition, the Project would be in compliance with the City's municipal code, as verified through the City's development review and permitting process, and would obtain use permits as required, per the detail in Section 3.0 of the EIR, <i>Project Description</i> . Therefore, the Project is consistent with Policy N 4.2.
N 4.6 Maintenance of Construction Activities. Enforce the Noise Ordinance noise limits and limits on hours of maintenance or construction activity in or adjacent to residential areas, including noise that results from in-home hobby or work related activities.	Consistent. As discussed in Section 5.11 of the EIR, <i>Noise</i> , construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 4.6.
N 5.1 Limiting Hours of Activity. Enforce the limits on hours of construction activity.	Consistent. As discussed in Section 5.1 of the EIR 1, <i>Noise</i> , construction of the proposed Project would comply with the City of Newport Beach Municipal Code Section 10.28.040 requiring construction activities to take place between 7:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on Saturdays. Therefore, the Project is consistent with Policy N 5.1.

EXHIBIT “E”

TRIBAL CONSULTATION TIMELINE

Snug Harbor Surf Park Tribal Consultation Timeline

June 2024 – City contacts the Native American Heritage Commission (NAHC) requesting a Sacred Lands File (SLF) records search and list of tribes to reach out to for SB 18 purposes.

June 18, 2024 – The NAHC responds with a consultation list of tribes with traditional lands or cultural places located in the Project. The letter states that the result of the Sacred Lands File (SLF) check was Positive and to contact the Gabrieleno/Tongva San Gabriel Band of Mission Indians for more information.

September 19, 2024 – Commence Tribal outreach process. The City has a completed Project application and the City sends all the tribes on its AB 52 list and those identified by the NAHC letters describing the Project and inviting tribes to request consultation per AB 52 / SB 18.

September 25, 2024 – The Gabrieleno Band of Mission Indians – Kizh Nation sends a letter in response stating that the Project location is within their Ancestral Tribal Territory; and the Tribal Government requests to schedule a consultation to discuss the Project and the surrounding location in further detail.

October 14, 2024 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation request for consultation via email and sets a meeting for November 5, 2024 at 1:00 p.m.

November 4, 2024 – The City receives an email from the Gabrieleno Band of Mission Indians – Kizh Nation rescheduling the November 5, 2024, meeting due to Chairman illness, and states that the Tribal Chairman is unavailable for the rest of November. The City responds to email and agrees to an email consultation due to tribe unavailability and requests tribe to forward tribal information regarding the Project location or site.

January 9, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation follow up and requests tribal information and preferred mitigation. The tribe responded by providing their standard mitigation measures.

January 17, 2025 – City emails Gabrieleno Band of Mission Indians – Kizh Nation and accepts their recommended mitigation measures and closes consultation.

February 3, 2025 – Email received from Gabrielino Tongva Indians of California, forwarding an sent email sent on September 26, 2024 (that was not previously received by the City) requesting consultation.

February 18, 2025 – City has a consultation call with the Gabrielino Tongva Indians of California who assert ancestral ties to the Newport Beach and back bay area and the City requested that the tribe provide substantial evidence to meet AB 52 / SB 18 and CEQA criteria.

February 21, 2025 - City emails Gabrielino Tongva Indians of California proposed mitigation providing for consulting tribes to monitor excavation of native soils onsite. The Gabrielino Tongva

Indians of California agrees to proposed mitigation and provides substantial evidence of the Tongva Village site of Genga by Newport Bay and related tribal resources.

February 24, 2025 – City emails Gabrielino Tongva Indians of California acknowledges their agreement on the proposed mitigation measures for monitoring and closing consultation with the tribe.

May 16, 2025 – City emails the Gabrieleno Band of Mission Indians – Kizh Nation providing notification that as the Lead Agency, the City has modified the mitigation measures previously provided by the Kizh Nation in response to a request for consultation from another California Native American Tribe that is recognized by NAHC and eligible to engage in consultation for purposes of SB 18 and AB 52.

The Gabrieleno Band of Mission Indians – Kizh Nation responded to the City's email stating their objection and stating that determination of tribal ancestry is based on substantial evidence of traditional and cultural affiliation to the land in question and states that the Tongva have no direct historical, ancestral, or cultural ties to the Newport Beach.

June 4, 2025 – The City sends a response letter to Gabrieleno Band of Mission Indians – Kizh Nation responding to their objection stating that the Gabrielino Tongva Indians of California tribe provided the City with substantial evidence identifying that the Project area is within their Ancestral Tribal Territory. The SLF search completed for the Project by the NAHC resulted in a positive finding that the site is within traditional lands or cultural places for the Gabrieleno/Tongva San Gabriel Band of Mission Indians. As recently as 2023, the NAHC identified the Gabrielino Tongva Indians of California as a Native American Tribe that is traditionally or culturally affiliated with Orange County and the Project area. Therefore, in response to the findings of the SLF search and SB 18 and AB 52 consultation processes, which identify that more than one tribe may have resources within the Project area, the City as Lead Agency has determined that the mitigation measures that are modified from those provided previously by Kizh Nation shall be applicable to the Project. The letter further states that the City understands that the Kizh Nation would like to be the sole tribe monitoring the Project ground-disturbing activity. SB 18 and AB 52 simply prevent the City from feasibly reaching that conclusion given the information provided by the NAHC and the substantial evidence presented by Gabrielino Tongva Indians of California regarding that tribe's traditional and cultural affiliation to the Project site.

June 5, 2025 – City receives objection letter from the Gabrieleno Band of Mission Indians – Kizh Nation objecting to the response to the previous objection. The letter states that the City's recent unilateral actions to revise and dilute the agreed-upon significant mitigation measures constitute multiple legal violations under AB 52, SB 18, and CEQA. The letter states that it is not legally permissible to alter mitigation protocols in response to late letters from unrelated entities that offer no verifiable archaeological, historical, or ethnographic evidence of ancestral affiliation. The letter further states that The City's consideration of outside entities that have not been historically tied to the area is in violation of this statute.

June 23, 2025 – The City attorney sends a letter to the Gabrieleno Band of Mission Indians – Kizh Nation responding to the June 5 letter received stating that the City disputes allegations that the City is in violation of AB 52 and SB 18 and reiterates that the Kizh Nation is able to monitor ground disturbance and consult regarding any resources are discovered. The letter details the City's compliance with AB 52, SB 18, and the recent Koi Nation Decision.

September 3, 2025 – City receives an email from the Chairman of the Kizh Nation to City following up on June 5 correspondence stating that they have not received a response. The letter objects to any changes to the mitigation measures the tribe provided and stating that the changes are a violation of AB 52 and the tribe will request avoidance and oppose the Project.

September 4, 2025 – The City responds to the Gabrieleno Band of Mission Indians – Kizh Nation email from September 3 and re-sends the City's letter from June 23, 2025.

September 23, 2025 – City representative for Project calls tribe Chairman to discuss a potential monitoring agreement for the Project.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF A REFERENDUM TO BE SUBMITTED TO THE VOTERS AT THE [SPECIAL OR GENERAL] MUNICIPAL ELECTION TO BE HELD ON [JUNE 2, 2026 OR NOVEMBER 3, 2026], AND PROVIDING FOR THE DEADLINES FOR FILING OF THE IMPARTIAL ANALYSIS AND WRITTEN ARGUMENTS FOR AND AGAINST THE REFERENDUM MEASURE

WHEREAS, a [Special or General] Municipal Election is to be held in the City of Newport Beach, California ("City") on [June 2, 2026, or November 3, 2026], at which there will be submitted to the registered voters of the City the following question:

MEASURE _____	
Shall Newport Beach City Council Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) from 20,000 square feet to 59,772 square feet, be adopted?	Yes
	No

WHEREAS, pursuant to Elections Code ("Elections Code") Section 9280, the City Council may direct the City Attorney to prepare an impartial analysis of the referendum measure showing the effect on the existing law and the operation of the referendum measure;

WHEREAS, pursuant to Elections Code Section 9282, the proponents of a referendum measure may file a written argument for, and the legislative body may file a written argument against, an initiative measure; and

WHEREAS, the City Council desires to direct the City Attorney to prepare an impartial analysis of the referendum measure, and to provide for the filing of arguments for and against the referendum measure.

NOW, THEREFORE, the City Council of the City Of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: The City Council hereby directs the City Clerk to transmit a copy of the referendum to the City Attorney. The City Attorney shall prepare an impartial analysis of the referendum of no more than five hundred words, in accordance with Elections Code Section 9280, to be submitted prior to the fixed date and time for the submission of arguments for and against the measure.

Section 2: The proponents of the referendum measure may file an argument for, and the City Council hereby authorizes Council Members [select Council Members] to file a written argument against, the referendum measure, not exceeding three hundred words, and accompanied by the printed names and signatures of the authors submitting it, in accordance with Elections Code Sections 9282 and 9283.

Section 3: The City Clerk shall coordinate with the Orange County Registrar of Voters and, based on that consultation, fix a date and time prior to the election for the submission to the City Clerk of arguments in favor of or against the measure. The arguments shall comply with Elections Code Sections 9282 and 9283.

Section 4: The arguments shall be filed with the City Clerk, signed, with the printed names and signatures of not more than five of the authors submitting it, or if submitted on behalf of an organization, the name of the organization, the printed name and signature of at least one of its principal officers who is the author of the argument, in accordance with Elections Code Section 9283. Arguments shall be accompanied by the form statement required by Elections Code Section 9600.

Section 5: The arguments, ordinance, and impartial analysis shall be made available for public examination for no fewer than ten calendar days following the deadline for submission of those materials, in accordance with Elections Code Section 9295.

Section 6: The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 7: The City Clerk shall deliver a certified copy of this resolution to the Orange County Board of Supervisors and the Orange County Registrar of Voters.

Section 8: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 10: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored referendum is a ministerial duty required by California Elections Code Section 9241, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 11: 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 27th 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

Attachment G

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, SETTING THE DEADLINES FOR FILING OF REBUTTAL ARGUMENTS IN RESPONSE TO DIRECT ARGUMENTS FILED FOR AND AGAINST A REFERENDUM TO BE SUBMITTED TO THE VOTERS AT THE [SPECIAL OR GENERAL MUNICIPAL ELECTION] TO BE HELD ON [JUNE 2 OR NOVEMBER 3, 2026]

WHEREAS, a [Special or General Municipal Election] is to be held in the City of Newport Beach, California ("City") on [June 2, 2026 or November 3, 2026], at which there will be submitted to the registered voters of the City the following question:

MEASURE _____	
Shall Newport Beach City Council Resolution No. 2025-71, approving an amendment to the General Plan to increase the allowable development limit (for Anomaly No. 58 in Table LU2 of the General Plan Land Use Element) from 20,000 square feet to 59,772 square feet, be adopted?	Yes
	No

WHEREAS, pursuant to Elections Code ("Elections Code") Section 9282, the proponents of a referendum measure may file a written argument for, and the legislative body may file a written argument against, the referendum measure;

WHEREAS, pursuant to Elections Code Section 9285, the City Council, by majority vote, may adopt provisions to provide for the filing of rebuttal arguments in response to direct arguments filed for or against a referendum measure; and

WHEREAS, the City Council desires to provide for the filing of rebuttal arguments in response to direct arguments filed for or against the referendum measure.

NOW, THEREFORE, the City Council of the City Of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: Pursuant to Elections Code Section 9285(a), when the Elections Official has selected the arguments for and against the referendum measure which will be printed and distributed to the voters, the Elections Official shall send a copy of the argument in favor of the initiative measure to the authors of the argument against the referendum measure and a copy of the argument against the referendum measure to the authors of the argument in favor of the referendum measure.

Section 2: The author or a majority of the authors of an argument relating to a referendum measure may prepare and submit a rebuttal argument not exceeding two hundred fifty words or may authorize, in writing, any other person or persons to prepare, submit or sign the rebuttal argument. A rebuttal argument may not be signed by more than five authors.

Section 3: Rebuttal arguments shall be filed with the Elections Official, signed, with the printed names and signatures of not more than five of the authors submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers by the date and time fixed by the City Clerk in consultation with the Orange County Registrar of Voters. Rebuttal arguments shall be accompanied by the form statement required by Elections Code Section 9600.

Section 4: Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 5: Rebuttal arguments shall be made available for public examination for no fewer than ten calendar days following the deadline for submission of those materials, in accordance with Elections Code Section 9295.

Section 6: All previous resolutions providing for the filing of rebuttal arguments for City measures are hereby repealed.

Section 7: The rebuttal provisions provided herein shall apply only to the [Special or General Municipal Election] Municipal Election to be held on [June 2, 2026, or November 3, 2026].

Section 8: The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 9: The City Clerk shall deliver a certified copy of this resolution to the Orange County Board of Supervisors and the Orange County Registrar of Voters.

Section 10: 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 11: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 12: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored initiative is a ministerial duty required by Elections Code Section 9241, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 13: 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 27th 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