



**CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA**

**SEPTEMBER 9, 2025
COUNCIL CHAMBERS - 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660**

****AMENDED AGENDA**
REGULAR MEETING - 4:00 P.M.
CLOSED SESSION FOLLOWS MOTION FOR RECONSIDERATION**

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

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

NOTICE REGARDING PRESENTATIONS REQUIRING USE OF CITY EQUIPMENT

Any presentation requiring the use of the City of Newport Beach's equipment must be submitted to the City Clerk 24 hours prior to the scheduled City Council meeting.

LEVINE ACT

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

PUBLIC HEARINGS

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

NOTICE TO THE PUBLIC

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

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

The City of Newport Beach's goal is to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact City Clerk staff prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible (949-644-3005 or cityclerk@newportbeachca.gov).

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

II. **INVOCATION - Reverend Matthew Hambrick - First United Methodist Church**

III. **PLEDGE OF ALLEGIANCE**

IV. **PRESENTATIONS**

- Proclaiming September 2025 as Hunger Action Month - Second Harvest Food Bank
- The 1970's: Defeat of the Coastal Freeway Plan – Bill Lobdell, City Historian Laureate
- Fire Pathways Presentation

V. **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.

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

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

- Consider initiating a comprehensive review of regulations related to smoking and nitrous oxide, including the sale, distribution, and use of flavored tobacco products and nitrous oxide. This review should include, but not be limited to: (1) a potential amendment to the Municipal Code to address the sale, distribution, and use of flavored tobacco and nitrous oxide; and (2) the initiation of amendments to the Zoning Code and Local Coastal Program to evaluate potential modifications to zoning designations and regulations pertaining to smoke shops, smoking lounges, and other smoke-related businesses in Newport Beach, as well as the adoption of a temporary moratorium on the establishment of new smoke shops pending the outcome of this review (submitted by Mayor Pro Tem Kleiman).

[Written Comments](#)

VIII. **PUBLIC COMMENTS ON CONSENT CALENDAR**

This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 20). 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.

IX. CONSENT CALENDAR

X. READING OF MINUTES AND ORDINANCES

1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

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

[Special Meeting Minutes](#)

[Regular Meeting Minutes](#)

[Written Comments](#)

2. Reading of Ordinances

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

XI. ORDINANCE FOR INTRODUCTION

3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

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

b) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-22, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.08.005 (Definitions) and Adding Section 10.08.012 (Safe Use of Medians) to Chapter 10.08 (Use of Public Property and Interference with Public Access) to Title 10 (Offenses and Nuisances) of the Newport Beach Municipal Code, Relating to the Protection of Pedestrians, Vehicle Traffic and Landscaping*, and pass to second reading on September 23, 2025.

[Staff Report](#)

[Attachment A - Ordinance No. 2025-22](#)

[Written Comments](#)

XII. ORDINANCES FOR ADOPTION

4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and

Climbing on Public Property Adjacent to Waterways

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

b) Conduct a second reading and adopt Ordinance No. 2025-19: *An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.12.140 (Climbing on Railings of Public Property) and Amending Section 11.12.150 (Diving or Jumping from Public Property) of Chapter 11.12 (Swimming Regulations) to Title 11 (Recreational Activities) of the Newport Beach Municipal Code, Relating to Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways.*

[Staff Report](#)

[Attachment A - Ordinance No. 2025-19](#)

[Written Comments](#)

5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

a) Find the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and Section 15282(h) of the CEQA Guidelines, which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA; and

b) Conduct second reading and adopt Ordinance No. 2025-20, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.48.200 (Accessory Dwelling Units) of the City of Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units (PA2025-0093).*

[Staff Report](#)

[Attachment A - Ordinance No. 2025-20](#)

[Written Comments](#)

XIII. RESOLUTIONS FOR ADOPTION

6. Resolution No. 2025-56: Supporting Submission of a Revised Grant Application Under the Orange County Transportation Authority Measure M2 Project V Program for Local Transit 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) Adopt Resolution No. 2025-56: *A Resolution of the City Council of the City of Newport Beach, California, Authorizing and Approving submittal of a Revised Funding Application to the Orange County Transportation Authority for Funding Under the Project V Community-Based Transit/Circulators Program.*

[Staff Report](#)

[Attachment A - Resolution No. 2025-56](#)

7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

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

b) Adopt Resolution No. 2025-57, *A Resolution of the City Council of the City of Newport Beach, Opposing Proposition 50 and Enabling Legislation.*

[Staff Report](#)

[Attachment A- Resolution No. 2025-57](#)

[Written Comments](#)

XIV. CONTRACTS AND AGREEMENTS

8. Approval of Amendment No. One to Professional Services Agreement with Kreuzer Consulting Group for the Old Newport Boulevard and West Coast Highway Modifications Project (Contract No. 5244-1) (15R19)

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 professional services agreement with Kreuzer Consulting Group for Engineering and Right-of-Way Services for the Old Newport Boulevard and West Coast Highway Modifications project to increase the agreement amount by \$286,059 for a total not-to-exceed amount of \$306,655, and authorize the Mayor and City Clerk to execute the amendment.

[Staff Report](#)

[Attachment A - Location Map](#)

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

9. Amendment No. Two to Professional Services Agreement with Flock Group, Inc. for Flock ALPR System

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 the Professional Services Agreement with Flock Group, Inc, of Atlanta, Georgia to extend the term of the agreement to coincide with the execution date, for the addition of four ALPR units and to increase data retention from 30 days to one year at a cost of \$144,800 for a total not-to-exceed amount of \$1,618,100 and authorize the Mayor and City Clerk to execute the Amendment; and

c) Approve Budget Amendment No. 26-024 appropriating \$15,200 in increased expenditures in Account No. 01035355-811008 from the unappropriated General Fund balance.

[Staff Report](#)

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

[Attachment B - Budget Amendment No. 26-024](#)

10. Street Pavement Repair Program Fiscal Year 2024-25 - Notice of Completion for Contract No. 9716-1 (25R06)

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

[Staff Report](#)

[Attachment A - Location Map](#)

11. Balboa Peninsula Water Main Replacement, East Irvine Terrace Water Main Replacement & Shorecliff Community Water System Improvements - Phase 2 - Award of Contract No. 9835-1 (26W12)

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, because this project has no potential to have a significant effect on the environment;

b) Approve the project plans and specifications;

c) Award Contract No. 9835-1 to T.E. Roberts, Inc. for the total bid price of \$6,741,473 for the Balboa Peninsula Water Main Replacement, East Irvine Terrace Water Main Replacement & Shorecliff Community Water System Improvements - Phase 2 project, and authorize the Mayor and City Clerk to execute the contract; and

d) Establish a contingency of \$1,350,000 (approximately 20% of total bid) to cover the cost of unforeseen work not included in the original contract.

[Staff Report](#)

[Attachment A - Location Maps](#)

12. Balboa Island Water Main Replacement – Phase 3 & Shorecliff Community Water System Improvements - Notice of Completion for Contract No. 7173-3

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

[Staff Report](#)

[Attachment A - Location Maps](#)

13. Request to Waive City Council Policy G-6 for Alternate Palm and Tree Species at the Sherman Library and Gardens (2647 East Coast Highway)

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 a waiver of City Council Policy G-6 - *Maintenance and Planting of Parkway Trees* for alternate palm and tree species in the City rights-of-way at Sherman Gardens (2647 East Coast Highway).

[Staff Report](#)

14. Approval of On-Call Service Agreements for Streetlight Electrical Repair Services with Yunex LLC and Bear Electrical Solutions LLC

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 On-Call Maintenance and Repair Services Agreement with Yunex LLC for a term of five years and a total contract compensation amount of \$1,500,000, and authorize the Mayor and City Clerk to execute the agreement; and

c) Approve On-Call Maintenance and Repair Services Agreement with Bear Electrical Solutions LLC for a term of five years and a total contract compensation amount of \$1,000,000, and authorize the Mayor and City Clerk to execute the agreement.

[Staff Report](#)

[Attachment A – Agreement with Yunex LLC](#)

[Attachment B – Agreement with Bear Electrical Solutions LLC](#)

15. License Agreement with University of Southern California for Operation of a Coastal Observation System at the Newport Pier

a) Find this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) 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) Authorize the City Manager and City Clerk to execute the License Agreement between the City of Newport Beach and University of Southern California for operation of a coastal observation system on City of Newport Beach property, on the Newport Pier located at 1 Newport Pier, in a form substantially similar to the amendment attached to the staff report; and

c) Approve a waiver of City Council Policy F-7 - Income and Other Property based on the findings contained in this staff report and the Agreement that charging less than fair market rent promotes the City's goals to provide essential or unique services to the public that cannot otherwise be provided if full market rates were charged.

[Staff Report](#)

[Attachment A - License Agreement](#)

[Attachment B - Previous License Agreement](#)

[Attachment C - City Council Policy F-7](#)

16. Revocable License Agreement with Sprouts of Promise Foundation for Temporary Use of City Property for a Certified Farmers' Market at McFadden Square and Newport Pier

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

- b) Authorize the City Manager and City Clerk to execute the Revocable License Agreement between the City of Newport Beach and Sprouts of Promise Foundation for Temporary Use of the City Property for the Certified Farmers' Market at McFadden Square and Newport Pier in a form substantially similar to the agreement attached to the staff report; and
- c) Approve a waiver of City Council Policy F-7 - *Income and Other Property* based on the findings contained in this staff report and the Agreement that charging less than fair market rent promotes the City's goals to provide essential or unique services to the community that cannot otherwise be provided if full market rates were charged.

[Staff Report](#)

[Attachment A - Revocable License Agreement](#)

[Attachment B - Market Site Plan](#)

[Attachment C - City Council Policy F-7](#)

XV. MISCELLANEOUS

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

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Accept a check in the amount of \$40,000 from the Newport Beach Public Library Foundation and approve Budget Amendment No. 26-023 to increase revenues and expenditures by the same amount in Division 0106051 (Foundation).

[Staff Report](#)

[Attachment A - Budget Amendment 26-023](#)

18. City Hall and Limited Off-Site Holiday Closure (Beginning Wednesday, December 24, 2025, through Sunday, January 4, 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 closing City Hall and providing limited services at certain off-site facilities from Wednesday, December 24, 2025, through Sunday, January 4, 2026.

[Staff Report](#)

[Attachment A - Proposed Hours of Operation for City Facilities](#)

19. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council

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

environment, directly or indirectly; and
b) Receive and file the report.

[Staff Report](#)

[Attachment A - Memo to the City Council](#)

20. Planning Commission Action Report and Agenda for the September 4, 2025

Receive and file.

[PC Action Report](#)

[PC Agenda](#)

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

XVI. ITEMS REMOVED FROM THE CONSENT CALENDAR

XVII. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the City Council. Speakers must limit comments to three minutes. Before speaking, please state your name for the record.

XVIII. PUBLIC HEARINGS

21. Ordinance Nos. 2025-23, 2025-24, and 2025-25: Adoption of the 2025 California Building Standards Codes with Local Amendments, the 2025 California Fire Code with Local Amendments, and the 2025 California Wildland-Urban Interface with Local Amendments

- a) Conduct a public hearing;
- b) Find the proposed actions are not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) and 15378 of the CEQA Guidelines, because the code adoption and amendment will not result in a physical change to the environment, directly or indirectly;
- c) Adopt Resolution No. 2025-58, *A Resolution of the City Council of the City of Newport Beach, California, Setting Forth Findings Based on Local Conditions within the City of Newport Beach Which Make Certain Modifications and Changes to the International Property Maintenance Code, the California Building Code, the California Residential Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code and the International Swimming Pool and Spa Code as Reasonably Necessary Because of Local Climatic, Geographic, or Topographic Conditions;*
- d) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-23, *An Ordinance of the City Council of the City Of Newport Beach, California, Amending Title 15 (Building and Construction) of the Newport Beach Municipal Code to Adopt Chapter 1, Division II, of the 2025 Edition of the California Building Code; the 2024 Edition of the International Property Maintenance Code and Swimming Pool and Spa Code; the 2025 Edition of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, Historical Code, Existing Building Code, and Energy Code; and to Amend Portions of Chapter 15.50 (Floodplain Management), with Local Amendments, and pass to second reading*

on September 23, 2025;

e) Adopt Resolution No. 2025-59, *A Resolution of the City Council of the City of Newport Beach, California, Setting Forth Findings Based on Local Conditions Within the City of Newport Beach Which Make Certain Modifications and Changes to the 2025 Edition of the California Fire Code and 2025 Edition of the California Wildland Urban Interface Code and as Reasonably Necessary Because of Local Climatic Geographic, or Topographic Conditions;*

f) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-24, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Title 9 (Fire Code) of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Fire Code, with Local Amendments*, and pass to second reading on September 23, 2025; and

g) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-25, *An Ordinance of the City Council of the City Of Newport Beach, California, Adding Chapter 9.07 (Wildland Urban Interface Code) to Title 9 of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Wildland Urban Interface Code, with Local Amendments*, and pass to second reading on September 23, 2025.

[Staff Report](#)

[Attachment A - Resolution No. 2025-58 Adopting Findings to the Amendments to the CA Building Standards Code and Other Related Codes](#)

[Attachment B - Ordinance No. 2025-23 Adopting the CA Building Standards Code and Other Related Codes](#)

[Attachment C - Redline Version California Building Standards Code Amendments](#)

[Attachment D - Resolution No. 2025-59 Adopting Findings to Amendment to the California Fire Code](#)

[Attachment E - Ordinance No. 2025-24 Adopting the California Fire Code](#)

[Attachment F - Ordinance 2025-25 Adopting the California Wildland-Urban Interface Code](#)

[Attachment G - Redline of California Fire Code Amendments](#)

[Attachment H - Map of Local Responsibility Area Fire Hazard Severity Zones](#)

[On the Agenda](#)

22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

a) Conduct a public hearing;

b) Find that the proposed overriding 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 because it has no potential for resulting in physical change to the environment, directly or indirectly; and

c) Adopt Resolution No. 2025-60, *A Resolution of the City Council of the City of Newport Beach, California, Notifying the Orange County Airport Land Use Commission (ALUC) and State Department of Transportation, Aeronautics Program of the City's Intention to Find that the Surf Park Project located at 3100*

Irvine Avenue is Consistent with the Purposes of the State Aeronautics Act and Overrule ALUC's Determination that the Project is Inconsistent with the 2008 John Wayne Airport Environs Land Use Plan (PA2024-0069).

[Staff Report](#)

[Attachment A - Resolution No. 2025-60](#)

[Attachment B - ALUC Staff Report dated August 7, 2025](#)

[Attachment C - ALUC Determination Letter, dated August 11, 2025](#)

[Attachment D - City's ALUC submittal](#)

[Written Comments](#)

[22 - Correspondence](#)

[On the Agenda](#)

XIX. CURRENT BUSINESS

23. Ordinance No. 2025-21: Authorizing an Amendment to the City's Contract with CalPERS to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Conduct second reading and adopt Ordinance No. 2025-21, *An Ordinance of the City Council of the City of Newport Beach, California, Authorizing an Amendment to the Contract Between the City Council of the City of Newport Beach and the Board of Administration of the California Public Employees' Retirement System.*

[Staff Report](#)

[Attachment A - Ordinance No. 2025-21](#)

24. Five Citizen-Member Appointments to the Aviation 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;
- b) Formally vote and appoint five citizen-members from the nominees listed below:

- 1. Kurt Belcher
- 2. Cassie Bretschger
- 3. Jeffrey Cole
- 4. Ryan Dougherty
- 5. Barbara Lichman
- 6. Nicholas Prytherch
- 7. Michael Radigan
- 8. Timothy Strader, Jr.
- 9. John "Jack" Stranberg
- 10. Mary-Christine (MC) Sungaila; and

- c) Determine the terms, beginning July 1, 2025, of the five appointed Aviation Committee members as follows:
- d) Two citizen appointed members shall have an initial term of two years and shall be eligible for reappointment for two additional four-year terms; and,
- e) Up to three citizen appointed members shall have an initial term of four years and shall be eligible for appointments to one additional four-year term.

[Staff Report](#)

[Attachment A - Resolution No. 2025-31](#)

[Attachment B - Nominated Applicant Applications](#)

[Written Comments](#)

[On the Agenda](#)

XX. 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.

XXI. PUBLIC COMMENTS ON CLOSED SESSION

XXII. CLOSED SESSION - Council Chambers Conference Room

**A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code § 54956.9(d)(1)): 1 matter**

- 1. *Cindy Flores, et al. v. City of Laguna Beach, et al.*
United States District Court Case No. 8:24-cv-01898-JVS-JDE

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code § 54956.8): 1 matter**

- 1. **Property:** 9080 Talbert Ave., Fountain Valley, California 92708 - APN: 157-132-38.

City Negotiators: Seimone Jurjis, Assistant City Manager Mark Vukojevic, Utilities Director, and Lauren Whitlinger, Real Property Administrator.

Negotiating Parties: Dr. James C. Chiu on behalf of CJJ Property, LLC.

Under Negotiation: Instruction to City Negotiators regarding price and terms of payment.

XXIII. CLOSED SESSION REPORT

XXIV. ADJOURNMENT

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.

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.

CITY OF NEWPORT BEACH

City Council Meeting Minutes Special Meeting August 26, 2025

I. CALL MEETING TO ORDER – 2:34 p.m.

II. ROLL CALL

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

III. PUBLIC COMMENTS

There were none.

Mayor Stapleton requested City Attorney Harp announce the Closed Session agenda items.

RECESS

Mayor Stapleton recessed the meeting to Closed Session at 2:40 p.m.

IV. CLOSED SESSION

A. PUBLIC EMPLOYMENT - PUBLIC EMPLOYEE APPOINTMENT (Government Code § 54957): 1 matter

Title: City Clerk.

B. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6): 1 matter

Agency Designated Representatives: Mayor Joe Stapleton and Mayor Pro Tem Lauren Kleiman.

Unrepresented Employees: City Clerk.

RECONVENE

Mayor Stapleton reconvened the meeting at 3:58 p.m.

V. CLOSED SESSION REPORT

There was no Closed Session report.

VI. ADJOURNMENT

Mayor Stapleton adjourned the meeting at 3:58 p.m.

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on August 21, 2025, at 4:30 p.m.

**Joe Stapleton
Mayor**

**Molly Perry
Interim City Clerk**

Draft

CITY OF NEWPORT BEACH

City Council Meeting Minutes Regular Meeting August 26, 2025

I. ROLL CALL – 4:06 p.m.

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

II. INVOCATION – Pastor Ryan Montague, Viewpoint Church

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

- Presentation of Proclamation - International Literacy Day, September 5, 2025

Mayor Stapleton read and presented a proclamation to Rebecca Lightfoot, Library Services Manager and Christy Smith, Literacy Coordinator, in recognition of International Literacy Day. Ms. Lightfoot thanked the City Council and the Newport Beach Library Foundation for their support.

- The History of Fashion Island by Bill Lobdell

Mayor Stapleton introduced Bill Lobdell who has been providing outstanding historical presentations at City Council meetings and has a podcast, “Newport in the Rearview Mirror.” Mr. Lobdell provided a PowerPoint presentation on the history of Fashion Island that, beginning sixty years ago, has continued evolving over the decades to present-day architecture and shopping center features.

V. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Mayor Stapleton noted that opportunity for public comments for agenda and non-agenda items would occur later in the meeting but questioned whether any members of the public wanted to speak on the A-1 Items for City Council consideration. There were no requests to speak.

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

Councilmember Weigand:

- As the City’s representative on the Orange County Sanitation District (OCSAN), Councilmember Weigand had the privilege of going out on the Nerissa, a research vessel that is owned and operated by OCSAN and with a full crew and scientists, who conduct state and federally mandated tests on water, fish, and animals.

Councilmember Barto:

- Attended the Newport Beach Police Department’s National Night Out.
- Attended Bike and Bike Safety Working Group meeting.
- Attended Cappy’s Café Waffle Eating Contest.

Councilmember Grant:

- Attended the 95th Anniversary of the Kerckhoff Marine Laboratory in Corona del Mar.
- Attended the State of the County Luncheon hosted by the Newport Beach Chamber of Commerce.
- Attended the Newport Bay Conservancy Gala that raises funds for the protection and preservation of Upper Newport Bay.

Mayor Pro Tem Kleiman:

- Wished Councilmember Grant a belated Happy Birthday.

Mayor Stapleton:

- Participated in the Demolition Derby, with Councilmembers Weber, Weigand, and Blom, at the Orange County Fair where close to \$50,000 was raised for CHOC Hospital.
- Attended Ribbon Cuttings for Five Crowns 60th Anniversary, CoreViva and BMO Bank.
- Attended the Junior Lifeguard Graduation Ceremony where 1,500 kids graduated and thanked the City's lifeguards.
- Attended the Newport Beach Police Department National Night Out.
- Attended the announcement of the Citizen of the Year, Ed Selich, with the recognition dinner to occur later this year.
- Presented a Certificate to Jack Cohen who received the Jack Elliott Character Award.
- Attended the State of the County.
- Attended the Little Balboa Island Summer Series.
- Provided a reminder of the September 13, 2025, Ben Carlson Foundation, paddle across Catalina to Newport event, featuring approximately 100 paddlers who will be raising money for the foundation.

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

By a straw vote, the City Council voted unanimously (7-0) for the following consideration that will be agendized for a future City Council meeting:

- Consider adopting a Resolution opposing any attempt to bypass California's Independent Citizens Redistricting Commission by altering the State's Congressional Districts through a Ballot Measure and Special Election (Submitted by Mayor Stapleton and Councilmember Weigand)

By a straw vote, the City Council voted unanimously (7-0) for the following consideration that will be agendized for a future City Council meeting:

- Consider Traffic Calming and Public Safety Measures in the Bayview Heights Neighborhood of Santa Ana Heights (Submitted by Councilmember Weigand)

VIII. PUBLIC COMMENTS ON CONSENT CALENDAR

1. Adam Leverenz spoke on Item 8, *Ordinances Nos. 2025-15 and 2025-16: Newport Beach Municipal Code Amendments Related to Short Term Lodging (PA2023-0116)*, noting opposition to the 20-unit requirement; Item 25, *Public Bathroom Gate Fabrication and Installation - Award of Contract No. 9761-1*, requesting whether the bathroom locks can coincide with the closing of the area's bars and restaurants; and spoke on Item 36, (see "Current Business").
2. Heather Cieslak, Operations Director, Newport Bay Conservancy, spoke on Item No. 13, *Big Canyon Restoration (Phase 3) Project - Award of Contract to Superb Engineering, Inc. (Contract No. 9532-1) and Approve Professional Services Agreement with Horrocks LLC (Contract No. 9532-2) (Project No. 25X11)*, and thanked the City Council, City Attorney's Office, and the Public Works Department for their work on this project.

IX. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. **Minutes for the July 22, 2025, Regular City Council Meeting and July 29, 2025, Special City Council Meeting**
Waive reading of subject minutes, approve as written, and order filed.
2. **Reading of Ordinances**
Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

ORDINANCES FOR INTRODUCTION

3. **Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways**
 - a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
 - b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-19: *An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.12.140 (Climbing on Railings of Public Property) and Amending Section 11.12.150 (Diving or Jumping from Public Property) of Chapter 11.12 (Swimming Regulations) to Title 11 (Recreational Activities) of the Newport Beach Municipal Code, Relating to Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways* and pass to a second reading on September 9, 2025.

Motion passes 6-1, Councilmember Weigand opposed.

ORDINANCES FOR ADOPTION

4. **Ordinance No. 2025-11: Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry and Fire Protection and Pursuant to California Government Code Section 51178**
 - a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
 - b) Conduct second reading and adopt Ordinance No. 2025-11, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry And Fire Protection And Pursuant to California Government Code Section 51178.*

Motion passes 4-0-3, Mayor Pro Tem Kleiman and Councilmember Weber recused due a conflict of interest in their personal residences; and Councilmembers Grant recused due to a conflict of interest on her business partner's interest in real property.

5. **Ordinance No. 2025-12: Revision to Municipal Code Chapter 14.10 Cross-Connection Control 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) Conduct second reading and adopt Ordinance No. 2025-12: *An Ordinance of the City Council of the City of Newport Beach, California, Replacing in its Entirety Chapter 14.10 (Cross Connection Control Program) of the Newport Beach Municipal Code to Comply with State Law.*
6. **Ordinance No. 2025-13: Amending Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code to Update Commercial Parking Requirements (PA2021-104)**
- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
 - b) Conduct second reading and adopt Ordinance No. 2025-13, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Local Coastal Program Amendment to Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code Related to Commercial Parking (PA2021-104).*

Motion passes 6-0-1, Councilmember Blom recused based on his business and real property interests in properties at 224 Marine, 417 and 501 30th Street; and 2902 Coast Highway.

7. **Ordinance No. 2025-14: Amending Title 21 of the Newport Beach Municipal Code Related to Comprehensive Municipal Code Amendments (PA2022-0219)**
- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
 - b) Conduct second reading and adopt Ordinance No. 2025-14, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Local Coastal Program Amendment to Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code as Modified by the California Coastal Commission Related to Comprehensive Municipal Code Amendments (PA2022- 0219).*
8. **Ordinances Nos. 2025-15 and 2025-16: Newport Beach Municipal Code Amendments Related to Short Term Lodging (PA2023-0116)**
- a) Find the amendments exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, which states that an activity is not subject to CEQA if “[t]he activity will not result in a direct or reasonably foreseeable indirect physical change in the environment”;
 - b) Conduct second reading and adopt Ordinance No. 2025-15, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Code Amendment to Chapter 5.95 (Short Term Lodging Permit) of the Newport Beach Municipal Code to Ensure Consistency with the Local Coastal Program Amendment Related to Short Term Lodging (PA2023-0116), and*
 - c) Conduct second reading and adopt Ordinance No. 2025-16, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Local Coastal Plan Amendment Amending Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code as Modified by the California Coastal Commission Related to Short Term Lodging (PA2023-0116).*

Motion passes 6-0-1, Councilmember Blom recused based on his business and real property interests in properties at 417 and 501 30th Street.

9. Ordinance No. 2025-17: Approving the Third Amendment to Development Agreement No. DA2012-003 for the Uptown Newport Planned Community located at 4321 Jamboree Road (PA2025-0010)

- a) Find that all significant environmental concerns for the Project have been addressed in the previously certified Environmental Impact Report No. ER2012-001 (SCH No. 2010051094), First Addendum No. ER2012-001, and Second Addendum No. ER2020-001; and
- b) Conduct second reading and adopt Ordinance No. 2025-17, *An Ordinance of the City Council of the City of Newport Beach, California, Approving the Third Amendment to Development Agreement No. DA2012-003 for the Property at 4321 Jamboree Road Located Within Uptown Newport Planned Community (PA2025- 0010).*

Motion passes 5-0-2, Mayor Pro Tem Kleiman recused based on possible impact on her spouse's income; and Mayor Stapleton recused based on his interest in real property at 4100 and 4110 MacArthur.

10. Ordinance No. 2025-18: Amending Title 21 of the Newport Beach Municipal Code Related to the Tennis and Pickleball Club at Newport Beach Located at 1602 East Coast Highway (PA2021-260)

- a) Find that all significant environmental concerns for the proposed project have been adequately addressed in the Addendum to Mitigated Negative Declaration No. 2010-008 (SCH 2010091052), previously approved by City Council Resolution 2023-69; and
- b) Conduct second reading and adopt Ordinance No. 2025-18, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Title 21 (Local Coastal Implementation Plan) of the Newport Beach Municipal Code as Modified by the California Coastal Commission Related to the Tennis and Pickleball Club at Newport Beach Located at 1602 East Coast Highway (PA2021-260).*

Motion passes 6-0-1, Mayor Pro Tem Kleiman recused based on possible impact to her spouse's income.

RESOLUTIONS FOR ADOPTION

11. Resolution No. 2025-53: Adopting a Memorandum of Understanding Between the City of Newport Beach and the Part Time Employees Association of Newport Beach (PTEANB) and Amending the Salary Schedules

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly.
- b) Adopt Resolution No. 2025-53, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Memorandum of Understanding between the City of Newport Beach and the Part Time Employees Association of Newport Beach and Amending the Salary Schedule;* and
- c) Approve Budget Amendment No. 26-019 to appropriate \$406,230.36 in increased expenditures for various salary and benefit accounts from unappropriated fund balances.

CONTRACTS AND AGREEMENTS

12. Sidewalk Steam Pressure Washing Services - Reject All Bids for Contract No. 9832-1 and Approve Amendment No. One to Maintenance and Repair Services Agreement with Quality Commercial Cleaning, Inc.

- 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) Reject all bids received for Contract No. 9832-1; and
- c) Approve Amendment No. One to the Maintenance and Repair Services Agreement with Quality Commercial Cleaning, Inc. dba Spectrum Facility Maintenance to extend the term to September

30, 2026, and increase the not-to-exceed amount by \$310,000, for a new not-to-exceed amount of \$1,781,703, and authorize the Mayor and City Clerk to execute the agreement.

13. Big Canyon Restoration (Phase 3) Project - Award of Contract to Superb Engineering, Inc. (Contract No. 9532-1) and Approve Professional Services Agreement with Horrocks LLC (Contract No. 9532-2) (Project No. 25X11)

- a) Find the requirement for environmental review under the California Environmental Quality Act (CEQA) for the Big Canyon Restoration (Phase 3) Project qualifies as statutorily exempt under CEQA per Public Resources Code, § 21080.56, subdivisions (a) to (d), inclusive, with the attached concurrence by the Director of Fish and Wildlife.
- b) Approve the project drawings and specifications.
- c) Authorize the City Manager to execute the Right of Entry Permit between the State of California, acting by and through the California Department of Fish and Wildlife, and the City of Newport Beach for permission to access those portions of Big Canyon Nature Park for purposes of carrying out the Project.
- d) Authorize the City Manager to execute the Agreement between Newport Bay Naturalists and Friends (DBA Newport Bay Conservancy) and the City of Newport Beach to designate \$6,594,000 in grant funds to the City of Newport Beach for restoration work in the Project area.
- e) Award Contract No. 9532-1 to Superb Engineering, Inc. for the total bid price of \$5,242,833.25, and authorize the City Manager and City Clerk to execute the contract.
- f) Establish a contingency of \$786,000 (approximately 15% of total bid) to cover the cost of unforeseen work not included in the original contract; and
- g) Approve a professional services agreement with Horrocks LLC of San Diego, California, for the Project at a not-to-exceed price of \$487,040 and authorize the City Manager and City Clerk to execute the Agreement.

14. Office Lease Agreement with River Valley Holdings, LLC for Use of Suite 390 at 1201 Dove Street

- a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) 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; and
- b) Authorize the City Manager and City Clerk to execute the Office Lease Agreement between the City of Newport Beach and River Valley Holdings, LLC for use of City Property, office space Suite 390 located at 1201 Dove Street, in a form substantially similar to the amendment attached to the staff report.

15. Alley Reconstruction (Assessment District 111, Underground Utility District 22 Phase 2 and Assessment District 124 Phase 0 Areas) - Notice of Completion for Contract No. 8820-2 (23R07)

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

Motion carries 6-0-1, Councilmember Blom recused based on his real property interest in 224 Marine Avenue.

16. Approval of Professional Services Agreement with Verde Design, Inc. for Bonita Creek Park Athletic Field Synthetic Turf Replacement (Project No. 26P11) (Contract No. 9890-1

- 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 professional services agreement with Verde Design, Inc. for the Bonita Creek Park Athletic Field Synthetic Turf Replacement project for a total not-to-exceed amount of \$353,625 and authorize the Mayor and City Clerk to execute the agreement.

- 17. Approval of On-Call Maintenance and Repair Services Agreement for On-Call Elevator Services with SmartRise Elevator Service, Inc.**
 - 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 a Maintenance and Repair Services Agreement with SmartRise Elevator Services, Inc., for On-Call Elevator Services for a five-year term and total amount not-to-exceed of \$300,000 and authorize the Mayor and City Clerk to execute the agreement.
- 18. Ford Road Wastewater Pump Station Improvement Notice of Completion for Contract No. 7731-2 (23S04)**
 - a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.
- 19. OASIS Senior Center Site Lighting Phase 2 - Award of Contract No. 9009-3 (26F02)**
 - a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(a), Class 1 (Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances) 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) Declare SFADIA Inc., dba Green Innovations Inc. bid non-responsive due to performing less than 50% of the work listed on the submitted bid per section 2-3.2 Self Performance of the Public Works Standard Specifications.
 - d) Relieve Optima Energy Inc. of its bid due to a bid error.
 - e) Approve Budget Amendment No. 26-017 appropriating \$149,950 in new revenue and expenditures from the U.S. Department of Energy to 13501-980000-26F02.
 - f) Award Contract No. 9009-3 to SacTown Contractors Corporation for the total bid price of \$526,450 for the OASIS Senior Center Site Lighting Phase 2 project, and authorize the Mayor and City Clerk to execute the contract; and
 - g) Establish a contingency of \$53,000 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.
- 20. Police Department Parking Lot Maintenance Project No. 25F02) - Notice of Completion for Contract No. 7901-1**
 - a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.
- 21. Temporary Fire Station No. 1 Project - Award of Contract No. 8865-3 (23F12)**
 - a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 under Class 3 (New Construction or conversion of small structures), Section 15304 under Class 4 (Minor Alterations to Land), and Section 15311 under Class 11 (Accessory Structures) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because this project has no potential to have a significant effect on the environment and the exceptions to these categorical exemptions under Section 15300.2 are not applicable;
 - b) Approve the project plans and specifications.
 - c) Find the bid submitted by VSI Technologies to be non-responsive.
 - d) Award Contract No. 8865-3, including the additive bid item for potential lease extension to Premo Construction, Inc. for the total bid price of \$295,800 for the Temporary Fire Station No.1 Temporary Trailer Project, and authorize the Mayor and City Clerk to execute the contract; and
 - e) Establish a contingency of \$29,500 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

- 22. Approval of Professional Services Agreement with Stantec Consulting Services, Inc. for the San Miguel Drive Pavement Rehabilitation Project (Project No. 26R11) (Contract No. 9855-1)**
- 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 Budget Amendment No. 26-015, appropriating \$40,000 in increased expenditures in Account No. 12601-980000-26R11 from the unappropriated SB1-Road Maintenance & Rehabilitation Account (RMRA) fund balance; and
 - c) Approve a professional services agreement with Stantec Consulting Services, Inc. for the San Miguel Drive Pavement Rehabilitation project for a total not-to-exceed amount of \$297,640 and authorize the Mayor and City Clerk to execute the Agreement.
- 23. Approval of Amendment No. One to Professional Services Agreement with Brightly Software, Inc. for Facility Maintenance Software**
- 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 professional services agreement with Brightly Software, Inc. for Facility Maintenance Software to extend the term through June 30, 2028, increase the agreement amount by \$68,613.21 for a total not-to-exceed amount of \$187,351.80, and authorize the Mayor and City Clerk to execute the agreement.
- 24. Purchase of Police Department Patrol Vehicles**
- 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 purchase of six (6) black-and-white Ford Explorer police patrol vehicles, one (1) all-black Ford Explorer police patrol vehicle and four (4) black-and-white Ford F-150 police patrol trucks from the National Auto Fleet Group of Watsonville using Sourcewell cooperative pricing and authorize the City Manager to execute a purchase order in the amount of \$664,964.91.
- 25. Public Bathroom Gate Fabrication and Installation - Award of Contract No. 9761-1**
- 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) Award Contract No. 9761-1 to Modern General Contractor, Inc., for the total bid price of \$292,008 for the Public Bathroom Gate Fabrication and Installation project, and authorize the Mayor and City Clerk to execute the contract; and
 - c) Establish a contingency of \$29,200 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.
- 26. Bristol Street North, Spyglass Hill Road, and Von Karman Avenue Pavement Rehabilitation - Award of Contract No. 8895-3 (25R11, 25R15, and 23R15)**
- a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c), Class 1 (maintenance of existing public facilities involving negligible or no expansion of use) of the CEQA Guidelines, because this project has no potential to have a significant effect on the environment.
 - b) Approve the project plans and specifications.
 - c) Approve Budget Amendment No. 26-016 appropriating \$95,850 in new revenue to Account No. 13501-431220-23R15 and expenditures to Account No. 13501- 980000-23R15 from Irvine Ranch Water District and \$18,500 in new revenue to Account No. 13501-431075-23R15 and expenditures to Account No. 13501-980000-23R15 from Orange County Sanitation District.

- d) Award Contract No. 8895-3 to R.J. Noble Company for the total bid price of \$4,579,033.59 for the Bristol Street North, Spyglass Hill Road and Von Karman Avenue Pavement Rehabilitation project, and authorize the Mayor and City Clerk to execute the contract; and
- e) Establish a contingency of \$458,000 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

Motion carried 5-0-2, Mayor Stapleton recused based on his interest in real property at 4100 and 4110 MacArthur; and Councilmember Weber recused based on her interest in her personal residence.

27. Approval of On-Call Professional Services Agreement with Paramedrix, LLC for EMS Quality Improvement 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 an On-Call Professional Services Agreement with Paramedrix, LLC to provide EMS Quality Improvement Services for a three-year term and a total amount not-to-exceed \$180,000 and authorize the Mayor and City Clerk to execute the agreement.

28. Amendment No. One to Clinical Affiliation Agreement with Regents of the University of California

- 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 Agreement with the Regents of the University of California, On Behalf of the University of California, UCLA Center for Pre-Hospital Care Paramedic Education Program for Paramedic Internships at Newport Beach Fire to extend the term of the agreement to September 30, 2029, and update indemnification and insurance provisions, and authorize the Mayor and City Clerk to execute the amendment.

29. Approval and Award of Printing Services Agreement for Newport Navigator Magazine with Advantage Mailing LLC

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Award a five-year printing services contract for the Newport Navigator brochure and digital summer camp guide to Advantage Mailing LLC for the total not-to-exceed price of \$521,544.91, and authorize the Mayor and City Clerk to execute the contract agreement.

30. First Amendment to Lease with Risk Placement Services, Inc. for Use of Suite 100 at 1201 Dove Street

- a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) 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; and
- b) Authorize the City Manager and City Clerk to execute the First Amendment to Lease between the City of Newport Beach and Risk Placement Services, Inc. for use of City Property, office space Suite 100 located at 1201 Dove Street, in a form substantially similar to the amendment attached to the staff report.

MISCELLANEOUS

31. Planning Commission Action Report for the August 7, 2025 Meeting and Agenda for the August 21, 2025 Meeting

- a) Receive and file

32. Appointment of William Lobdell as the Newport Beach City Historian Laureate

- 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 William Lobdell to the volunteer position of Historian Laureate pursuant to Resolution No. 2025-24.

33. Confirmation of Nominees to Serve on the Aviation 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;
- b) Confirm the nominations made by the Aviation Ad Hoc Committee:
 1. Kurt Belcher
 2. Cassie Bretschger
 3. Jeffrey Cole
 4. Ryan Dougherty
 5. Barbara Lichman
 6. Nicholas Prytherch
 7. Michael Radigan
 8. Timothy Strader, Jr.
 9. John "Jack" Stranberg
 10. Mary-Christine (MC) Sungaila
- c) Direct the City Clerk to agendize a formal vote for five citizen-member appointments for the September 9, 2025, City Council meeting.

Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.

The motion carried 7-0.

X. ITEMS REMOVED FROM THE CONSENT CALENDAR

There were none.

PRESENTATIONS (CONT.)

The Mayor and City Councilmembers recognized City Historian Laureate Bill Lobdell for his historical presentations at City Council meetings and on his appointment as the City's inaugural City Historian Laureate.

XI. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mariah Stinson, representing the City Employees Association, made comments related to recent negotiations.

Adam Leverenz provided comments on his concerns related to the recent recruitment of the City Manager.

XII. PUBLIC HEARINGS

34. Ordinance No. 2025-20 and Resolution No. 2025-54 Amending Title 20 (Zoning Code) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

- a) Conduct a public hearing;
- b) Find this project statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines, which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA and pursuant to CEQA Guidelines Section 15265(a)(1), local governments are exempt from the requirements of CEQA in connection with the adoption of a Local Coastal Program;
- c) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-20, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.48.200 (Accessory Dwelling Units) of the City of Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units*, and pass to second reading on September 9, 2025; and
- d) Adopt Resolution No. 2025-54, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing Submittal of a Local Coastal Program Amendment to the California Coastal Commission to Amend Section 21.48.200 (Accessory Dwelling Units) of the Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units (PA2025-0093).*

Motion by Councilmember Grant seconded by Councilmember Weber. to a) Find this project statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines, which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA and pursuant to CEQA Guidelines Section 15265(a)(1), local governments are exempt from the requirements of CEQA in connection with the adoption of a Local Coastal Program; b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-20, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.48.200 (Accessory Dwelling Units) of the City of Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units*, and pass to second reading on September 9, 2025; and c) Adopt Resolution No. 2025-54, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing Submittal of a Local Coastal Program Amendment to the California Coastal Commission to Amend Section 21.48.200 (Accessory Dwelling Units) of the Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units (PA2025-0093).*

Mayor Stapleton opened the public hearing at 4:50 p.m.

PUBLIC COMMENTS

1. Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were typographical errors in the proposed ordinance.

Mayor Stapleton closed the public hearing at 4:54 p.m.

The motion carried unanimously, 7-0.

35. Resolution No. 2025-55: Ford Road Townhomes Appeal (PA2025-0049)

- a) Conduct a public hearing;

- b) Find that this project is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines because the project is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699) and statutorily exempt from the requirements of CEQA pursuant to Public Resources Code Section 21080.66; and
- c) Adopt Resolution No. 2025-55, *A Resolution of the City Council of the City of Newport Beach, California, Denying an Appeal and Upholding the Decision of the Planning Commission to Approve a Major Site Development Review to Construct 27 Residential Condominiums Located on an Unaddressed Parcel Abutting 1650 Ford Road (PA2025-0049).*

Mayor Stapleton asked his colleagues if there were any requests for recusal or to announce ex parte communications.

Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant which were indicated in the staff report and exhibits.

Mayor Pro Tem Kleiman recused herself noting that while her family had no direct or indirect financial interest related to the item, the perception that her spouse may financially benefit required her to leave the dais.

Assistant Planner Jerry Arregui, and Deputy Director of Community Development Jaime Murillo, presented the staff presentation including a PowerPoint presentation reviewing the project; and spoke on Planning Commission approval.

The Applicant, Shawna Schaffner from CAA Planning, Inc., provided a PowerPoint presentation that provided information on the proposed townhome project to address concerns expressed by the residents.

Omar Corona, representing the Appellant, Save Our Sports (S.O.S.) Park, provided a PowerPoint presentation opposing the project and noted the incompatibility of the project.

Councilmember Blom questioned Mr. Corona on the location of the law firm he represents; and project inconsistencies included in a letter Council received just prior to the meeting.

Mayor Stapleton opened the Public Hearing at 5:22 p.m.

PUBLIC COMMENTS

The following individuals spoke in support of the appeal (against the project):

Kayla Gastic
Derrick Hunt
Jerry Schmidt
Diane Hornby
Craig Gordon
Rachel Yelsey
Wade Womack
Mary O'Loughlin
Michael Weiland
Polly
Robert Bise
Gunnar Gooding, representing the Bonita Canyon Board of Directors
Marsha Cullen
Tom Sholan
Michelle Bethel
Steve Robinson

Amy Heicks
Janet Hathaway
Karol Hatch
Katie Drown
Unidentified Speaker

The following individuals spoke in opposition of the appeal (in favor of the project):

Jose Cortez
Isabella

Ms. Schaffner representing the Applicant, provided rebuttal comments to concerns relayed by the public and the Appellant including CEQA requirements; traffic; affordable housing; trip generation counts; land use; density and height concerns, which were not in question at this time; compatibility; and the California Housing Accountability Act.

Councilmember Weigand questioned the Applicant on the parking concerns of the residents; what are the City's enforcement options; and parking restrictions at the sports park.

Mr. Corona, representing the Appellant, provided rebuttal comments including that the project is not aligned with the City's Housing Element; the City is not compelled to approve; noted the need for additional analysis; the tentative tract map is no longer in the appeal period; the City's noticing was improper; and expressed concern related to the 10-day and 14-day appeal timeline.

Mayor Stapleton closed the Public Hearing at 6:07 p.m.

Councilmember Blom noted his 45-year residency and how the City has evolved over that time; noted that there were 1,052 apartment homes that had been built across the street from the Port streets; stated that everyone loves and cares about the community; and keeping children safe is the highest priority.

Councilmember Grant questioned whether the cell tower was moving; and requested clarification on the trip counts.

Staff responded that the monopole will be relocated; conditions are included in the resolution; federal law oversees telecom requirements; and noted that the traffic phasing analysis included 184 trips in a 24-hour period.

Councilmember Weigand questioned the stop sign location and whether additional analysis should be done to determine if warranted; commented on the need to be aware of scheduling important public hearings close to the holidays and asked that staff avoid that in the future.

Councilmember Barto noted that traffic issues will be constant in the City and continued traffic analysis is important.

Councilmember Grant noted her understanding of the residents' concerns; that it is important to keep our high quality of life; noted that this isn't her district but that she lives very close to the site and will experience the effects of the project; the system of the housing overlay and that challenges have failed in the past; the alternative to this project could have been worse; the AT&T site is blighted; and the Project Proponent will provide a high quality project.

Mayor Stapleton noted the threat to Newport Beach comes from Sacramento; that the reality is there could have been many more units on the site; and traffic issues are something the City can continue working on.

Motion by Councilmember Blom, seconded by Councilmember Weber, to a) Find that this project is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines because the project is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699) and statutorily exempt from the requirements of CEQA pursuant to Public Resources Code Section 21080.66; and b) Adopt Resolution No. 2025-55, *A Resolution of the City Council of the City of Newport Beach, California, Denying an Appeal and Upholding the Decision of the Planning Commission to Approve a Major Site Development Review to Construct 27 Residential Condominiums Located on an Unaddressed Parcel Abutting 1650 Ford Road (PA2025-0049).*

The motion carried 6-0-1, Mayor Pro Tem Kleiman recused.

XIII. CURRENT BUSINESS

36. Ordinance No. 2025-21: Authorizing an Amendment to the City's Contract with CalPERS to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-21, *An Ordinance of the City Council of the City of Newport Beach, California, Authorizing an Amendment to the Contract Between the City Council of the City of Newport Beach and the Board of Administration of the California Public Employees' Retirement System*; and pass to a second reading on September 9, 2025.

PUBLIC COMMENTS

1. Adam Leverenz noted his concern related to the reduction of the percentage that Tier 1 employees contribute to pension costs.
2. Jim Mosher spoke on the division of payment for City employee pensions; voiced concern related to transparency as the agenda item title did not fully reflect the subject matter; highlighted the contract's numerous provisions; noted difficulty finding the existing contract in the City's records portal; and felt that the staff report should have been clearer.

Motion by Councilmember Blom, seconded by Councilmember Weber, to a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and b) Waive full reading, direct the City Clerk to read by title only, and introduce Ordinance No. 2025-21, *An Ordinance of the City Council of the City of Newport Beach, California, Authorizing an Amendment to the Contract Between the City Council of the City of Newport Beach and the Board of Administration of the California Public Employees' Retirement System*; and pass to a second reading on September 9, 2025.

The motion carried 7-0

37. Agreement for Purchase and Sale and Escrow Instructions with 3848 Campus L.P. for the Purchase of Real Property at 3848 Campus Drive

- a) Determine this action exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action will not result in a physical change to the environment, directly or indirectly;
- b) Authorize the City Manager and City Clerk to execute the Agreement for Purchase and Sale of Real Property and Escrow Instructions, and all associated documents necessary to complete the

- purchase transaction, with 3848 Campus L.P., to purchase the property at 3848 Campus Drive, for a price of \$11,500,000 in a form substantially similar to the agreement attached to the staff report; and
- c) Approve Budget Amendment No. 26-018 to appropriate \$11,936,500 in increased expenditures from the unappropriated General Fund balances.

Real Property Administrator Wooding-Whitlinger and Assistant City Manager Jurjis presented the staff report and PowerPoint presentation. The presentation included the following amendment to the proposed agreement and escrow instructions:

Section 2.1, (i), The proposed 45 days shall be changed to 120 days; and (ii), the proposed 90 days shall be changed to 200 days

Staff reviewed the proposed amendments that would give the City additional time to receive further analysis if required.

Councilmember Weigand thanked staff and the seller for the proposed amendments and requested the Orange County Transit Authority (OCTA) work with staff as soon as possible.

Councilmember Barto noted that this was a great opportunity; the extension of time is very helpful; questioned what kind of guard rails the City has and the timeline; and requested regular updates on the status.

Assistant City Manager Jurjis responded that the City has a 200-day escrow; that staff would immediately begin working with OCTA on costs and timing of the project and noted alternative options of an extension or dropping out.

Councilmember Grant thanked the Ad Hoc Committee and staff; noted the improvement on the new set of terms; noted that the property owner was working with the City; and the City needs to be mindful of time.

Mayor Pro Tem Kleiman expressed appreciation to the OCTA Board of Directors; and reiterated her confidence of staff and the OCTA to get to a solution.

PUBLIC COMMENTS

Jim Mosher spoke on concerns related to the price and purchase of this property; and expressed concerns over whether there was a need to move the Newport Center Fire Station to the current Transportation Center, that would then require moving the Transportation Center to the potential location on Campus Drive.

Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Weigand, to a) Determine this action exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action will not result in a physical change to the environment, directly or indirectly; b) Authorize the City Manager and City Clerk to execute the Agreement for Purchase and Sale of Real Property and Escrow Instructions, and all associated documents necessary to complete the purchase transaction, with 3848 Campus L.P., to purchase the property at 3848 Campus Drive, for a price of \$11,500,000 in a form substantially similar to the agreement attached to the staff report; and c) Approve Budget Amendment No. 26-018 to appropriate \$11,936,500 in increased expenditures from the unappropriated General Fund balances.

The motion carried 7-0.

XIV. MOTION FOR RECONSIDERATION – None

ADJOURNMENT IN MEMORIAM

Prior to recessing to Closed Session, Mayor Stapleton invited Councilmember Weigand to provide special comments on the recent passing of former Newport Beach Police Chief Charles Gross.

XV. PUBLIC COMMENTS ON CLOSED SESSION

No comments were received on Closed Session.

XVI. CLOSED SESSION

City Attorney Harp announced the Closed Session Items.

**A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code § 54956.9(d)(1)): 2 matters**

1. *Pacaso, Inc. v. City of Newport Beach*
United States District Court Case No. 8:23-cv-01762-JVS-ADS
2. *Barbara Salvini v. City of Newport Beach*
Orange County Superior Court Case No. 30-2024-01442980-CU-OE-CJC

RECESS

The Mayor recessed to Closed Session at 7:00 p.m.

RECONVENE

The Mayor reconvened the meeting at 7:55 p.m.

XXIII. CLOSED SESSION REPORT

Assistant City Attorney Yolanda Summerhill announced that there were no reportable actions.

XVI. ADJOURNMENT IN MEMORIAM – Adjourned at 7:58 p.m. in memory of Police Chief Charles Gross, Retired

Joe Stapleton
Mayor

Molly Perry
Interim City Clerk

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 August 21, 2025, at 4:30 p.m.

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
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: Jim Houlihan, Deputy Public Works Director/City Engineer - 949-644-3311, jhoulihan@newportbeachca.gov

TITLE Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

ABSTRACT:

For many years, the City of Newport Beach has experienced increased costs and maintenance issues resulting from pedestrian activity within roadway center medians. These medians are designed exclusively to separate opposing lanes of vehicular traffic and are not intended for pedestrian use. The presence of individuals in these areas poses serious safety risks — especially in narrow medians — and leads to public infrastructure damage, higher maintenance costs, and disruptions to traffic flow. The proposed amendment to the Newport Beach Municipal Code aims to enhance public safety and preserve the integrity of the City's infrastructure.

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) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-22, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 10.08.005 (Definitions) and Adding Section 10.08.012 (Safe Use of Medians) to Chapter 10.08 (Use of Public Property and Interference with Public Access) to Title 10 (Offenses and Nuisances) of the Newport Beach Municipal Code, Relating to the Protection of Pedestrians, Vehicle Traffic and Landscaping*, and pass to second reading on September 23, 2025

DISCUSSION:

For many years, the City has observed pedestrians occupying roadway center medians, leading to public safety concerns and increased maintenance and repair costs. These medians are primarily located along high-speed arterial corridors and heavily used streets and intersections in the city, including Pacific Coast Highway, MacArthur Boulevard, Dover Drive, Jamboree Road, San Miguel Drive, San Joaquin Hills Road, Avocado

Avenue, Newport Coast Drive, Newport Boulevard, and West/East Balboa Boulevard. They are designed to function as safety buffers that separate opposing lanes of vehicular traffic. However, their use for unintended purposes has created significant issues, including the following:

Public Safety: According to the Federal Highway Administration (FHWA), 17 percent of all traffic fatalities are related to pedestrian crashes. Individuals located in roadway medians pose a distraction to motorists and are at increased risk of injury, especially in narrow or unraised medians that do not provide adequate protection or sight distance.

Infrastructure Damage: Landscaping, irrigation and decorative hardscape features are frequently damaged by unauthorized pedestrian activity, increasing the City's maintenance and repair costs.

Non-Compliance with Federal Guidelines: The FHWA recommends that medians or refuge islands be more than 48 inches wide and preferably 96 inches wide, for the median or refuge island to be considered safe for temporary occupancy.

The proposed ordinance is designed to increase public safety and reduce the City's maintenance and repair costs by prohibiting pedestrian presence on the portions of medians that are: (1) not raised; (2) contain landscaping, irrigation or decorative hardscape; and (3) that are under 48 inches wide by 48 inches long.

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, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

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

ATTACHMENT:

Attachment A – Ordinance No. 2025-22

ATTACHMENT A

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 10.08.005 (DEFINITIONS) AND ADDING SECTION 10.08.012 (SAFE USE OF MEDIANS) TO CHAPTER 10.08 (USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS) TO TITLE 10 (OFFENSES AND NUISANCES) OF THE NEWPORT BEACH MUNICIPAL CODE, RELATING TO THE PROTECTION OF PEDESTRIANS, VEHICLE TRAFFIC AND LANDSCAPING

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

WHEREAS, numerous medians in Newport Beach have been enhanced with landscaping and design improvements to promote visual aesthetics, environmental quality, and community character;

WHEREAS, the standing or walking on improved medians can cause significant damage to irrigation systems, vegetation, decorative hardscape, and other improvements, resulting in increased maintenance and replacement costs borne by the City and its taxpayers;

WHEREAS, the presence of pedestrians on medians, particularly those that are not designed for pedestrians, poses a substantial safety hazard to both pedestrians and motorists because the pedestrians distract drivers, especially in areas with high traffic volumes and limited sight distances;

WHEREAS, the Federal Highway Administration (FHWA) recommends installing medians or pedestrian refuge islands to improve safety and help protect the public and drivers, particularly in areas with multilane intersections and a significant mix of pedestrian and vehicle traffic, provided that the medians or refuge islands are, at a minimum, 48 inches wide (FHWA, *Proven Safety Countermeasures*);

WHEREAS, many arterial roads, streets, and intersections in the City - including Pacific Coast Highway, MacArthur Boulevard, Dover Drive, Jamboree Road, San Miguel

Drive, San Joaquin Hills Road, Avocado Avenue, Newport Coast Drive, Newport Boulevard, and West/East Balboa Boulevard - feature raised medians to facilitate traffic flow and enhance pedestrian safety;

WHEREAS, it is unsafe for any person to stand or walk on any unraised median or raised/improved median that lacks an improved, flat, raised surface of more than forty-eight (48) inches in width and forty-eight (48) inches in length, as such medians do not provide adequate protection for pedestrian use; and

WHEREAS, the City Council finds that this ordinance is necessary to preserve the integrity of public landscaping, reduce avoidable replacement/maintenance costs, enhance traffic safety, and protect both pedestrians and motorists from the unsafe use of medians that are not designed for pedestrian use.

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

Section 1: The table for contents for Chapter 10.08 (USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS) of the Newport Beach Municipal Code is hereby amended and shall read as follows:

Chapter 10.08
USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS

Sections:

- 10.08.005 Definitions.**
- 10.08.010 Sitting, Lying, or Sleeping or Storing, Using, or Maintaining or Placing Personal Property in the Public Rights-of-Way.**
- 10.08.012 Safe Use of Medians.**
- 10.08.015 Public Assemblage—Blocking Entrance.**
- 10.08.020 Molesting Pedestrians.**
- 10.08.030 Use of Public Property for Commercial Purposes.**
- 10.08.040 Shining of Lights Into Dwelling.**

Section 2: Section 10.08.005 (Definitions) of Chapter 10.08 (USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS) of the Newport Beach Municipal Code is hereby amended and shall read as follows:

10.08.005 Definitions.

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

“Beach” or “beaches” means any public ocean front or bay front beach within the City, including ocean or bay public piers, public floats, public wharves, or public strands adjoining public ocean front or bay front beach areas.

“Cancer treatment center” means a facility for the treatment of cancer located in a mixed-use horizontal zone.

“College” means an institution of higher education, including a community or junior college, college or university including, but not limited to, Orange Coast College and Coastline College.

“Day care center” shall have the same meaning as set forth in Section 1.08.120.

“Improved Median” means the portion of any median that contains landscaping, irrigation, or decorative hardscape including, but not limited to, stamped or patterned concrete, pavers or bricks, and permeable paving.

“Landscaped area” means all improved landscaped areas, except for open grass areas.

“Median” means any area within a public roadway that separates opposing lanes of traffic and is not intended for vehicular travel.

“Pedestrian refuge island” means a raised area specifically designed to provide a safe place for pedestrians to pause while crossing multilane streets, often in the form of an island, constructed in the middle of a road to provide a place to wait for an adequate gap in incoming traffic before finishing the second phase of crossing. For purposes of this chapter, the Public Works Director shall determine if an island is a pedestrian refuge island. A copy of all islands determined to be a pedestrian refuge island shall be kept on file with the City Clerk.

“Personal property” means any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, huts, temporary shelters, tarps, bedding, sleeping bags, hammocks, sheds, structures, mattresses, couches, chairs, other furniture, appliances, and personal items such as household goods, luggage, backpacks, and

clothing. Personal property does not include property that is secured inside of a motor vehicle; items expressly authorized by a public entity to be on public property owned or controlled by the public entity; or items authorized to be on public property pursuant to this Code, a license, or permit issued by the City.

“Public plaza” means an open public area that is owned or controlled by the State, the County, the City, or other public entity that has been physically improved, which allows access to the beach, a boardwalk, or public pier, and where people can gather. A public plaza does not include the sandy and rocky portions of the beach, areas with grass or soft landscaping, or a public park.

“Public property” means all property owned or controlled by the State, the County, the City, or other public entity including, but not limited to, any publicly owned or controlled building, structure, restroom, bridges, beach, parking garage, parking lot, passageway, pier, public right-of-way, public plaza, driveway, landscaped area, parkway, median, greenbelt, open space, public park, or park facility.

“Public rights-of-way” or “public right-of-way” means the area or areas on, below, or above a public roadway, public highway, public street, public sidewalk, public path, public trail, public plaza, public bike lane or path, public boardwalk, public alleyway, or a utility easement in which the City has interest.

“Raised Median” means a median that includes a paved or concrete surface elevated above the level of the adjacent travel lanes.

“School” shall have the same meaning as set forth in Section 1.08.120.

“Store,” “stored,” “storing” or “storage” means to put personal property aside, to accumulate for use when needed or to put for safekeeping. Moving personal property to another location on public property or returning personal property within one thousand (1,000) feet from a location where a person previously received a citation for violation of Section 10.08.010 within a thirty (30) day period shall be considered storing personal property and shall not be considered to be removing the personal property from public property.

“Tent” means any tarp, cover, hut, structure, enclosure or shelter, made of any material that is not open on all sides, and which hinders an unobstructed view behind or into the area surrounded by the tarp, cover, hut, structure, enclosure, or shelter. A tent does not include any shade covering used in accordance with Section 11.08.020.

“Unattended” means no person is present with the personal property who asserts or claims ownership over the personal property. Personal property left outside of a building or shelter at a public park or on the sandy/rocky portion of any beach shall not be considered “unattended” unless there is no person present who asserts or claims ownership over the personal property for one hour or more.

Section 3: Section 10.08.12 (Safe Use of Medians) of Chapter 10.08 (USE OF PUBLIC PROPERTY AND INTERFERENCE WITH PUBLIC ACCESS) is added to the Newport Beach Municipal Code and shall read as follows:

10.08.012 Safe Use of Medians.

A. Purpose. The purpose of this section is to promote public safety and preserve City infrastructure by prohibiting unsafe or damaging conduct on medians, particularly those that are landscaped, have decorative hardscape, or are not designed for pedestrian occupancy. The City has determined that the presence of individuals on such medians presents a safety hazard to both pedestrians and motorists and causes damage to public landscaping and decorative hardscape improvements.

B. Prohibited Conduct. Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City under any of the following conditions:

1. The median is not a raised median;
2. The location where the person is standing or walking is an Improved Median; or
3. The location where the person is standing or walking does not provide a flat paved or concrete surface area that is more than forty-eight (48) inches in width by forty-eight (48) inches in length.

C. Exceptions. This section shall not apply to:

1. City employees or contractors including, but not limited to, emergency personnel, performing their duties, maintenance, or other authorized work;
2. A person standing or walking in a designated pedestrian refuge island; or

3. If the vehicular traffic on the street or intersection is prohibited or limited for a City sponsored event or an event for which the City has issued a special event permit.

Section 4: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 5: 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 6: 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 7: 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.

ATTACHMENT A

Ordinance No. 2025-____
Page 7 of 7

Section 8: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 9th day of September, 2025, and adopted on the 23rd day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp, City Attorney

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

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Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 4

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: David Spenser, Police Sergeant - 949-644-3744,
dspenser@nbpd.org

TITLE: Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

ABSTRACT:

For the City Council's consideration is the second reading and the adoption of Ordinance 2025-19, amending Newport Beach Municipal Code (NBMC) Title 11 (Recreational Activities), to add Chapter 11.12.140 prohibiting the climbing on railings of public property. The ordinance also amends the NBMC Title 11 (Recreational Activities), Chapter 11.12.150 by updating language in the section.

RECOMMENDATIONS:

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Conduct a second reading and adopt Ordinance No. 2025-19: *An Ordinance of the City Council of the City of Newport Beach, California, Adding Section 11.12.140 (Climbing on Railings of Public Property) and Amending Section 11.12.150 (Diving or Jumping from Public Property) of Chapter 11.12 (Swimming Regulations) to Title 11 (Recreational Activities) of the Newport Beach Municipal Code, Relating to Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways.*

DISCUSSION:

Bridges, piers and ledges adjacent to waterways in Newport Beach have historically been popular places for people to jump into nearby waterways. This behavior poses significant dangers to not only the individual jumper, but also others, including boaters, using the waterways. Jumping or diving from a bridge, pier, wharf or similar structure is currently prohibited by the NBMC.

The addition of Chapter 11.12.140, which would prohibit climbing on railings, ledges or other structures on public property near waterways, would be a proactive measure to reduce such risky behavior. By clearly defining and providing enforcement options, the ordinance helps deter individuals from accessing dangerous areas where jumping might occur. This would not only decrease the likelihood of injuries, but also lower the frequency of waterway disruptions and emergency response interventions. Ultimately, the NBMC amendment would help enhance public safety, support responsible waterfront use, and reduce the City of Newport Beach's liability for accidents on public property.

The amendment to Chapter 11.12.150 updates language to the current municipal code.

Ordinance 2025-19 was introduced at the August 25, 2025 City Council meeting. If adopted, the ordinance would become effective after 30 days.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENT:

Attachment A – Ordinance No. 2025-19

ATTACHMENT A

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADDING SECTION 11.12.140 (CLIMBING ON RAILINGS OF PUBLIC PROPERTY) AND AMENDING SECTION 11.12.150 (DIVING OR JUMPING FROM PUBLIC PROPERTY) OF CHAPTER 11.12 (SWIMMING REGULATIONS) TO TITLE 11 (RECREATIONAL ACTIVITIES) OF THE NEWPORT BEACH MUNICIPAL CODE, RELATING TO RESTRICTIONS ON DIVING, JUMPING, AND CLIMBING ON PUBLIC PROPERTY ADJACENT TO WATERWAYS

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, diving, jumping or entering the water from public structures within the city is unlawful pursuant to the Newport Beach Municipal Code ("NBMC") Section 11.12.150;

WHEREAS, individuals frequently stand and climb upon the railings of public structures prior to jumping or diving from the public structures within the city;

WHEREAS, these pre-diving activities can attract large crowds of spectators and ocean vessels, which in turn compromises public safety and diminishes the quality of life for residents of Newport Beach;

WHEREAS, the NBMC only criminalizes jumping and diving from public structures within the city, and does not currently provide a mechanism to address or penalize people who are preparing to jump or dive off those structures; and

WHEREAS, to address this gap in enforcement authority and proactively safeguard the health, safety and welfare of the public, it is necessary to amend the NBMC to prohibit pre-diving and pre-jumping activities within Newport Beach.

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

Section 1: The table for contents for Chapter 11.12 (SWIMMING REGULATIONS) of the NBMC is hereby amended to read as follows:

**Chapter 11.12
SWIMMING REGULATIONS**

Sections:

- 11.12.010 Designation of Protected Swimming Areas.**
- 11.12.020 Swimming Area No. 1.**
- 11.12.030 Swimming Area No. 2.**
- 11.12.040 Swimming Area No. 3.**
- 11.12.050 Swimming Area No. 4.**
- 11.12.060 Swimming Area No. 5.**
- 11.12.070 Swimming Area No. 6.**
- 11.12.080 Swimming Area No. 7.**
- 11.12.090 Swimming Area No. 8.**
- 11.12.100 Swimming Area No. 9.**
- 11.12.110 Swimming Area No. 10.**
- 11.12.120 Activities Restricted in Swimming Areas.**
- 11.12.130 Prohibited Swimming Areas.**
- 11.12.140 Climbing on Railings of Public Property.**
- 11.12.150 Diving or Jumping from Public Property.**
- 11.12.160 Swimming and Diving Prohibited in Harbor Entrance.**
- 11.12.170 Crafts Prohibited in Harbor Entrance.**

Section 2: Section 11.12.140 (Climbing on Railings of Public Property) of Chapter 11.12 (Swimming Regulations) is added to the NBMC and shall read as follows:

11.12.140 Climbing on Railings of Public Property.

It shall be unlawful for any person to sit, stand, balance, crouch, or climb upon the railings, ledges, barriers, or protruding cement structures of any public bridge, pier, wharf, or bulkhead within the City. This section shall not apply to City employees or City contractors who are performing their official duties.

Section 3: Section 11.12.150 (Diving or Jumping from Public Property) of Chapter 11.12 (Swimming Regulations) of the NBMC is hereby amended to read as follows:

11.12.150 Diving or Jumping from Public Property.

It shall be unlawful for any person to dive, jump, or otherwise enter the water from any public bridge, pier, wharf, float adjacent to such pier or wharf, bulkhead, seawalls, groin, jetty or natural rock formation, which is located on public property within the City. This section shall not apply to City employees or City contractors who are performing their official duties.

Section 4: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 5: 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 6: 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 7: 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 8: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 26th day of August, 2025, and adopted on the 9th day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

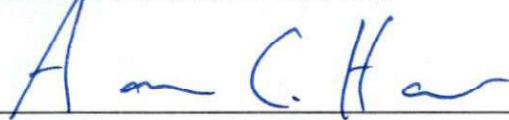
ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp, City Attorney

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

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I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

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Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

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height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

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Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 5

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov

PREPARED BY: Oscar Orozco, Associate Planner - 949-644-3219, oorozco@newportbeachca.gov

TITLE: Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

ABSTRACT:

For the City Council's consideration is the adoption of an amendment to Title 20 (Planning and Zoning) of the Newport Beach Municipal Code (NBMC). The proposed ordinance amends Title 20 to update regulations pertaining to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU). The amendments are intended to comply with State of California ADU laws that went into effect on March 27, 2024, and January 1, 2025. The attached ordinance was introduced and considered at the August 26, 2025, City Council meeting.

RECOMMENDATIONS:

- a) Find the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and Section 15282(h) of the CEQA Guidelines, which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA; and
- b) Conduct second reading and adopt Ordinance No. 2025-20, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.48.200 (Accessory Dwelling Units) of the City of Newport Beach Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units (PA2025-0093).*

DISCUSSION:

In 2024, the State Legislature enacted several housing bills (SB 477, AB 2533, and SB 1211) amending Government Code Sections 66310 through 66342 to impose new requirements on ADUs and JADUs. These changes created additional opportunities to build ADUs and JADUs. The proposed ordinance amends Title 20 of the NBMC to update the City of Newport Beach's regulations pertaining to ADUs and JADUs to comply with State laws that went into effect on March 27, 2024, and January 1, 2025.

City Council Hearing – August 26, 2025

The City Council introduced the proposed amendments on August 26, 2025, at a noticed public hearing. After considering all evidence, and taking public testimony, the City Council voted unanimously to introduce Ordinance No. 2025-20 and passed the ordinance onto a second reading.

California Coastal Commission Review

For consistency with the proposed amendments to Title 20, similar amendments are proposed to Title 21 (Local Coastal Program Implementation Plan) of the NBMC; however, any amendments to Title 21 require California Coastal Commission (CCC) approval.

At the August 26, 2025, meeting of the City Council, the Council adopted Resolution No. 2025-54, authorizing the submittal of Local Coastal Program (LCP) Amendment filed as PA2025-093 to amend Title 21. Upon approval of the proposed LCP Amendment by the CCC, staff will return to the City Council with an ordinance to adopt the Title 21 amendment.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this project exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which states that the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA. Similarly, the ministerial approval of ADUs would not be a project for CEQA purposes, and environmental review would not be required prior to approving individual applications.

NOTICING:

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

ATTACHMENT:

Attachment A – Ordinance No. 2025-20

Attachment A

Ordinance No. 2025-20

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 20.48.200 (ACCESSORY DWELLING UNITS) OF THE CITY OF NEWPORT BEACH MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (PA2025-0093)

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, the City of Newport Beach adopted Ordinance No. 2017-11, its accessory dwelling unit ordinance, as Sections 20.48.200 (Accessory Dwelling Units) and 21.48.200 (Accessory Dwelling Units) (“ADU Ordinance”) of the Newport Beach Municipal Code (“NBMC”) on August 8, 2017;

WHEREAS, since its original adoption, the ADU Ordinance has been amended several times to address changes to State Accessory Dwelling Unit (“ADU”) law including, Ordinance No. 2018-14, Ordinance No. 2020-9, Ordinance No. 2022-5, and Ordinance No. 2023-2;

WHEREAS, additionally, the City Council adopted Resolution No. 2021-18 adding City Council Policy K-4 (Reducing the Barriers of the Creation of Housing) to the City Council Policy Manual on March 9, 2021, to encourage the development of accessory dwelling units as an important strategy to meet the City’s Regional Housing Needs Allocation (“RHNA”);

WHEREAS, the California Legislature continues to adopt laws imposing new limits on cities’ ability to regulate ADUs and Junior Accessory Dwelling Units (“JADUs”) including Senate Bill 477, which renumbered California Government Code Sections 65852.2, 65852.22, 65852.23, and 65852.26 to Government Code Section 66310 *et seq.*, Assembly Bill 2533, Senate Bill 1211, and Assembly Bill 130;

WHEREAS, Zoning Code Amendment No. 2025-093 is necessary for consistency with state law;

WHEREAS, a public hearing was held by the Planning Commission regarding Zoning Code Amendment PA2025-0093 on July 17, 2025, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapters 20.62 and 21.62 of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing;

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2025-014 by a unanimous vote (4 ayes, 0 nays, 3 absent) recommending approval of Zoning Code Amendment PA2025-0093 and Local Coastal Amendment No. PA2025-0093 to the City Council; and

WHEREAS, a public hearing was held by the City Council on August 26, 2025, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the public hearing was given in accordance with California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapters 20.62 and 21.62 of the NBMC. Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

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

Section 1: The City Council does hereby approve Zoning Code Amendment PA2025-0093 as set forth in "Exhibit A," based upon the Facts in Support of Zoning Code Amendment PA2025-0093 set forth in "Exhibit B," both of which are attached hereto and incorporated herein by reference.

Section 2: An amendment to Title 21 (Local Coastal Program Implementation Plan) is also underway pursuant to Resolution 2025-__ to approve Local Coastal Program Amendment No. PA2025-0093. Zoning Code Amendment PA2025-0093 shall not become effective for projects located in the coastal zone for which Title 21 is applicable until approval of the Local Coastal Program Amendment by the California Coastal Commission and adoption, including any modifications suggested by the California Coastal Commission, by ordinance of the City Council of the City of Newport Beach.

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

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

Section 5: The City Council finds the introduction and adoption of this ordinance is statutorily exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 21080.17 of the Public Resources Code and Section 15282(h) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, which states the adoption of an ordinance regarding second units to implement the provisions of Sections 66310 through 66342 of the Government Code are exempt from the requirements of CEQA. In addition, this Local Coastal Program Amendment is exempt from environmental review pursuant to CEQA Guidelines Section 15265(a)(1), as local governments are exempt from the requirements of CEQA in connection with the adoption of a Local Coastal Program. Similarly, the ministerial approval of accessory dwelling units is not a project for CEQA purposes, and environmental review is not required prior to approving individual applications.

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

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

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 26th day of August, 2025, and adopted on the 9th day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY’S OFFICE



Aaron C. Harp, City Attorney

Attachment(s): Exhibit “A” – Zoning Code Amendment (PA2025-0093)
 Exhibit “B” – Facts in Support of Zoning Code Amendment (PA2025-0093)

EXHIBIT “A”

ZONING CODE AMENDMENT NO. PA2025-0093

Section 20.48.200 (Accessory Dwelling Units) of Chapter 20.48 (Standards for Specific Land Uses) of Title 20 (Planning and Zoning) of the NBMC is amended as follows:

20.48.200 Accessory Dwelling Units.

A. Purpose. The purpose of this section is to establish the procedures for the creation of accessory dwelling units and junior accessory dwelling units, as defined in Part 7 (Definitions) of this title and in California Government Code Sections 66310 through 66342, in areas designated for residential use, including as part of a planned community development plan or specific plan, and to provide development standards to ensure the orderly development of these units in appropriate areas of the City.

B. Effect of Conforming. An accessory dwelling unit or junior accessory dwelling unit that conforms to the requirements in this section shall not be:

1. Deemed to be inconsistent with the General Plan and zoning district designation for the lot on which the accessory dwelling unit or junior accessory dwelling unit is located;
2. Deemed to exceed the allowable density for the lot on which the accessory dwelling unit or junior accessory dwelling unit is located;
3. Considered in the application of any ordinance, policy, or program to limit residential growth; or
4. Required to correct nonconforming zoning condition(s), building code violation(s), and/or unpermitted structure(s) that do/does not present a threat to public health and safety and is/are not affected by the construction of the accessory dwelling unit or junior accessory dwelling unit. This does not prevent the City from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.

C. Review Authority. Accessory dwelling units and junior accessory dwelling units shall be approved in any residential or mixed-use zoning district, subject to issuance of a building permit and the following conditions:

1. There is an existing or proposed dwelling unit on the lot;
2. The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section and California Government Code Section 66323; and
3. The building permit shall be considered and approved ministerially, without discretionary review or a hearing, within sixty (60) days from the date that the City determines an application to be complete, unless either:

a. The applicant requests a delay, in which case the sixty (60) day time period is tolled for the period of the requested delay, or

b. In the case of an application for an accessory dwelling unit and/or junior accessory dwelling unit submitted with an application to create a new single-unit dwelling on the lot, the City may delay acting on the accessory dwelling unit and/or junior accessory dwelling application until the City renders a decision on the new single-unit dwelling application.

D. Maximum Number of Accessory Dwelling Units Allowed. Unless precluded by Government Code Section 66323 the following is the maximum number of accessory dwelling units allowed on any residential lot. For purposes of this section, "multi-unit dwelling" means a development containing two or more dwelling units on one lot.

1. Internal to a Single-Unit or Multi-Unit Dwelling Category. Only one accessory dwelling unit may be permitted on a lot with a proposed or existing single-unit or multi-unit dwelling, subject to the following:

a. The accessory dwelling unit is proposed:

i. Within the space of a proposed single-unit or multi-unit dwelling;

ii. Within the existing space of an existing single-unit or multi-unit dwelling; or

iii. Within the existing space of an existing accessory structure, plus an addition beyond the physical dimensions of the existing structure of up to one hundred fifty (150) square feet if the expansion is limited to accommodating ingress and egress.

b. The accessory dwelling unit shall have independent exterior access from the single-unit dwelling.

c. Side and rear setbacks comply with Titles 9 (Fire Code) and 15 (Buildings and Construction).

2. Attached on Lot With Single-Unit or Multi-Unit Dwelling Category. Only one attached, new-construction accessory dwelling unit may be permitted on a lot with a proposed or existing single-unit or multi-unit dwelling.

3. Detached on Lot With Single-Unit or Multi-Unit Dwelling Category. Only one detached new-construction accessory dwelling unit may be permitted on a lot with a proposed or existing single-unit dwelling. Up to two detached new-construction accessory dwelling units may be constructed on a lot that has an existing or proposed multi-unit dwelling. For purposes of this section, a multi-unit development approved and built as a single complex shall be considered one lot, regardless of the number of parcels.

4. Conversion of Multi-Unit Dwelling Category. Multiple accessory dwelling units may be permitted on lots with existing multi-unit dwellings subject to the following:

a. The number of accessory dwelling units shall not exceed twenty-five (25) percent of the existing multi-unit dwellings on the lot. For the purpose of

calculating the number of allowable accessory dwelling units, the following shall apply:

- i. Previously approved accessory dwelling units shall not count towards the number of existing multi-unit dwellings;
 - ii. Fractions shall be rounded down to the next lower number of dwelling units, except that at least one accessory dwelling unit shall be allowed; and
 - iii. For the purposes of this section, multi-unit developments approved and built as a single complex shall be considered one lot, regardless of the number of parcels.
- b. The portion of the existing multi-unit dwelling that is to be converted to an accessory dwelling unit is not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages.

E. **Maximum Number of Junior Accessory Dwelling Units Allowed.** One junior accessory dwelling unit may be permitted on a lot with a proposed or existing single-unit dwelling, subject to the following:

1. The junior accessory dwelling unit is proposed to be attached to, or within the space of, a proposed or existing single-unit dwelling.
2. The junior accessory dwelling unit shall have independent exterior access from the single-unit dwelling and may provide interior access to the single-unit dwelling.
3. Side and rear setbacks comply with Titles 9 (Fire Code) and 15 (Buildings and Construction).
4. The junior accessory dwelling unit may be constructed in addition to an accessory dwelling unit on the lot with a proposed or existing single-unit dwelling. A junior accessory dwelling unit is not permitted on a lot with a proposed or existing multi-unit dwelling.

F. **Development Standards.** Except as modified by this subsection or authorized by California Government Code Section 66317 and 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to height, setback, site coverage, floor area limit, and residential development standards and design criteria.

1. **Minimum Lot Area.** There shall be no minimum lot area required to establish an accessory dwelling unit and/or junior accessory dwelling unit.
2. **Setback Requirements.** Accessory dwelling units and junior accessory dwelling units shall comply with the setback requirements applicable to the zoning district, except as noted below:
 - a. For conversion of existing enclosed floor area, garage, or carport, no additional setback is required, beyond the existing provided setback.

b. For replacement of an existing enclosed structure, garage, or carport, no existing setback is required, beyond the existing setback provided. This provision shall only apply to accessory dwelling units and junior accessory dwelling units that are replacing existing structures within the same footprint and do not exceed the existing structure's size and/or height. For an accessory dwelling unit that will replace a detached garage, the building and demolition permits shall be reviewed and issued concurrently.

c. Attached and detached accessory dwelling units shall provide a minimum setback of four feet from all side property lines and rear property lines not abutting an alley unless the setback requirements of the underlying zoning district are less restrictive.

3. Building Height.

a. Internal. Accessory dwelling units and junior accessory dwelling units internal to an existing or proposed single-unit or multi-unit dwelling shall comply with the height limit as required by underlying zoning district.

b. Attached. Accessory dwelling units and junior accessory dwelling units attached to an existing or proposed single-unit or multi-unit dwelling shall comply with the height limit as required by underlying zoning district.

c. Detached accessory dwelling units shall not exceed a height of sixteen (16) feet except as noted below:

i. An accessory dwelling unit constructed on a lot with an existing or proposed multi-unit, multi-story dwelling shall not exceed a height of eighteen (18) feet.

ii. An accessory dwelling unit constructed above a detached garage shall not exceed two stories and the maximum allowable height of the underlying zoning district, provided the accessory dwelling unit meets the minimum setbacks required by underlying zoning district and the principal dwelling unit complies with parking standards set forth in Section 20.40.040.

iii. An accessory dwelling unit constructed on a lot with an existing or proposed single-unit or multi-unit dwelling that is located within one-half-mile walking distance of a major transit stop or high-quality transit corridor, as those terms are defined in California Public Resources Code Section 21155, shall not exceed a height of eighteen (18) feet. An additional two feet in height shall be permitted to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary unit.

4. Unit Size.

a. The maximum size of a detached or attached accessory dwelling unit is eight hundred fifty (850) square feet for a studio or one-bedroom unit and one thousand (1,000) square feet for a two or more bedroom unit.

b. Application of size limitations set forth in subsection (F)(4)(a) of this section shall not apply to an accessory dwelling unit that is converted as part of a

proposed or existing space of a principal residence or existing accessory structure.

c. Application of development standards, such as floor area limit or site coverage, may further limit the size of the accessory dwelling unit, but in no case shall the front setback, floor area limit, open space, or site coverage requirement reduce the accessory dwelling unit to less than eight hundred (800) square feet where there is no other alternative to comply, and only to the extent necessary to construct the accessory dwelling unit.

d. The maximum size of a junior accessory dwelling unit shall be five hundred (500) square feet.

e. The minimum size of an accessory dwelling unit or junior accessory dwelling unit shall be at least that of an efficiency unit or as required by the California Building Code (CBC).

5. **Walkout Basement Floor Area Limit Exception.** The gross floor area of an accessory dwelling unit or junior accessory dwelling shall be excluded from the allowable floor area limit when located below grade within a basement. Daylighting of the basement shall only be permitted where excavation is necessary to provide exterior access to the main surface level and in compliance with the following:

a. The access passageway, inclusive of any necessary shoring, may encroach into a side setback area;

b. The passageway shall be free of obstructions from the ground level to a height of eight feet; and

c. The access passageway shall measure a minimum of thirty-six (36) inches in width, measure a maximum of sixty (60) feet in length, and shall not be located within a yard fronting a public right-of-way.

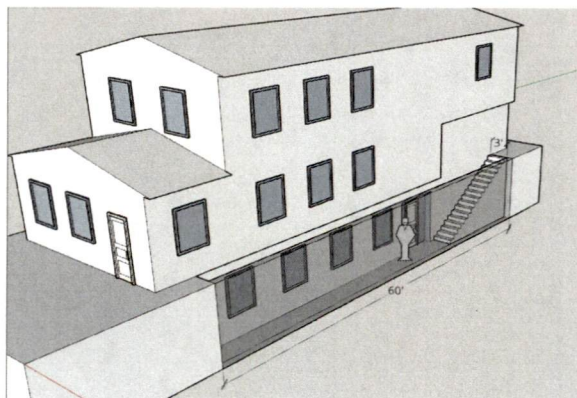


Figure 3-7

Walkout Basement Floor Area Limit Exception

6. **Fire Sprinklers.** An accessory dwelling unit and/or junior accessory dwelling unit shall not require fire sprinklers so long as fire sprinklers are not required for the

principal residence, nor shall the construction of an accessory dwelling unit and/or junior accessory dwelling unit require fire sprinklers to be installed in the existing single-unit or multi-unit dwelling.

7. **Passageway.** No passageway shall be required in conjunction with the construction of an accessory dwelling unit and/or junior accessory dwelling unit. For the purposes of this section, “passageway” means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of the accessory dwelling unit.

8. **Parking.** Parking shall comply with requirements of Chapter 20.40 (Off-Street Parking) except as modified below:

a. No additional parking shall be required for junior accessory dwelling units.

b. A maximum of one parking space shall be required for each accessory dwelling unit.

c. When additional parking is required, the parking may be provided as tandem parking and/or located on an existing driveway; however, in no case shall parking be allowed in a rear setback abutting an alley or within the front setback, unless the driveway in the front setback has a minimum depth of twenty (20) feet.

d. No additional parking shall be required for:

i. An accessory dwelling unit internal to a proposed principal residence or converted from existing space of a principal residence or existing accessory structure;

ii. An accessory dwelling unit located within one-half-mile walking distance of public transit. For the purposes of this section “public transit” shall include a bus stop where the public may access buses that charge set fares, run on fixed routes, and are available to the public;

iii. An accessory dwelling unit located within an architecturally and historically significant historic district;

iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

v. When there is a car-share vehicle located within one block of the accessory dwelling unit. For the purposes of this section, “car-share vehicle” shall mean part of an established program intended to remain in effect at a fixed location for at least ten (10) years and available to the public.

vi. Outside the coastal zone, when an accessory dwelling unit is constructed in conjunction with a new single-unit or multi-unit dwelling on the same lot.

e. **No Replacement Parking Necessary.** Outside the coastal zone, when a garage, carport, covered or uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit at the same location or converted to an accessory dwelling unit, those off-street parking spaces are not required to be replaced. Outside the coastal zone, when a garage is demolished

in conjunction with the construction of a junior accessory dwelling unit at the same location or converted to a junior accessory dwelling unit, that off-street parking space is not required to be replaced. Refer to Section 21.48.200(F)(8)(e) for replacement parking in the coastal zone.

9. Historic Resources. Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.

G. Utility Connection.

1. Connection Required. All accessory dwelling units and junior accessory dwelling units shall connect to public utilities (or their equivalent), including water, electric, and sewer services.

2. Except as provided in subsection (G)(3) of this section, the City may require the installation of new or separate utility connections between the accessory dwelling unit, junior accessory dwelling unit and the utilities.

3. Conversion. No separate connection between the accessory dwelling unit and the utility shall be required for units created within a single-unit or multi-unit dwelling(s), unless the accessory dwelling unit is being constructed in connection with a new single-unit dwelling.

4. Septic Systems. If the principal dwelling unit is currently connected to an on-site wastewater treatment system and is unable to connect to a sewer system, accessory dwelling units and junior accessory dwelling units may connect to the on-site wastewater treatment system. However, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten (10) years.

H. Additional Requirements for All Accessory Dwelling Units and Junior Accessory Dwelling Units.

1. No Separate Conveyance. Except as authorized in California Government Code 66341, an accessory dwelling unit or junior accessory dwelling unit may be rented, but no accessory dwelling unit or junior accessory dwelling unit may be sold or otherwise conveyed separately from the lot and the principal dwelling (in the case of a single-unit dwelling) or from the lot and all of the dwellings (in the case of a multi-unit dwelling).

2. Short-Term Lodging. The accessory dwelling unit and/or junior accessory dwelling unit shall not be rented for periods of thirty (30) days or less.

3. Owner-Occupancy for Junior Accessory Dwelling Units. A natural person with legal or equitable title to the lot must reside in either the principal single-unit dwelling unit or the junior accessory dwelling unit as the person's legal domicile and permanent residence. However, this owner-occupancy requirement shall not apply to any junior accessory dwelling unit owned by a governmental agency, land trust, or housing organization.

I. Deed Restriction and Recordation Required. Prior to the issuance of a building and/or grading permit for a junior accessory dwelling unit, the property owner shall record a deed restriction with the County Recorder's Office, the form and content of which is satisfactory to the City Attorney. The deed restriction document shall notify future owners of the owner occupancy requirements, prohibition on the separate conveyance, the approved size and attributes of the unit, and restrictions on short-term rentals. This deed restriction shall remain in effect so long as the junior accessory dwelling unit exists on the lot.

EXHIBIT “B”

FACTS IN SUPPORT OF CODE AMENDMENT (PA2025-0093)

An amendment to Title 20 (Planning and Zoning) of the NBMC is a legislative act. Neither Chapter 20.66 (Planning and Zoning, Amendments) of Title 20 (Planning and Zoning) of the NBMC, or Article 2 (Adoption of Regulations) of Chapter 4 (Zoning Regulations) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the California Government Code set forth any required findings for either approval or denial of such amendments.

Notwithstanding the foregoing, the Zoning Code Amendment is consistent with the City Council's initiation and allows for orderly residential development while protecting property rights, as identified below.

1. ADUs and JADUs provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. In addition, homeowners who construct ADUs and JADUs benefit from added income and increased sense of security.
2. Allowing ADUs and JADUs in conjunction with existing or proposed residential development provides additional rental housing stock, some of which will satisfy the City's 6th Cycle Regional Housing Needs Assessment (RNHA).
3. Adopting an ordinance consistent with Government Code Sections 66310 through 66342 ensures and reinforces the commitment that the City has made to promote and incentivize ADU growth via the established Policy Action 1H: Accessory Dwelling Unit Construction of the City's 6th Cycle Housing Element.
4. Adopting an ordinance to address State ADU Law revisions is consistent with Council Policy K-4 (Reducing the Barriers to the Creation of Housing) which encourages the development of accessory dwelling units as an important strategy to accommodate future growth and as an integral strategy to help meet the City's Regional Housing Needs Allocation (RHNA).
5. ADUs and JADUs offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods inside and outside the coastal zone, while respecting architectural character.
6. Adopting an ordinance consistent with Government Code Sections 66310 through 66342 ensures that the character of the City is preserved to the maximum extent possible and that the City's regulation regarding ADUs and JADUs continues to promote the health, safety, and welfare of the community.
7. The proposed amendments are consistent with and implement California Government Code Sections 66310 through 66342. The proposed changes to the NBMC are solely intended to address updated requirements under State ADU Law and the HCD Letter. No additional changes are proposed as part of this amendment.

8. The HCD Letter requests that NBMC Section 20.38.200 (D) (3) and (4)(a)(iii) be amended to address the definition of a “lot”. HCD cites the 2022 California Building Code (CBC), which defines “lot” as “A portion or parcel of land considered as a unit”. However, Government Code Sections 66310 through 66342 do not include a definition of a “lot” and do not cite the CBC for the definition of a “lot”. The existing language of NBMC Section 20.38.200 (D)(3) and (4)(a)(iii) reads, “For purposes of this section, a multi-unit development approved and built as a single complex shall be considered one lot, regardless of the number of parcels.” This language is consistent with NBMC Section 20.70.020 (Definitions of Specialized Terms and Phrases) which defines a “lot” as, “...the basic unit of land development. A designated area of land established by plat, subdivision, lot line adjustment, or as otherwise permitted by law, to be used, developed, or built upon as a unit. Typically, a lot is indicated upon a final map, parcel map, lot line adjustment map, certificate of compliance, or record of merger filed in the Office of the County Recorder...”. Furthermore, NBMC Section 20.70.020 (Definitions of Specialized Terms and Phrases) defines “Site” as, “...a lot or adjoining lots under single ownership or single control, considered as a [Numerical] unit for the purposes of development or other use.” These codified definitions adequately define “lot” for the purpose of regulating ADUs and JADUs, therefore, no changes are necessary to address this comment from HCD.
9. The HCD Letter asserts that the City cannot impose standards of a local ordinance, regulation, or policy not contained within the City’s ADU ordinance from being the basis of delay or denial of an ADU or JADU, with the exception of the CBC. However, pursuant to Government Code Section 66314 (b)(1), a local jurisdiction is allowed to impose objective standards on ADUs and JADUs, with the exception of ADUs and JADUs that are specifically protected under Section 66323 of the Government Code. Therefore, the proposed amendment includes references to Government Code 66323 to ensure that Government Code 66323 supersedes the development standards of the NBMC where applicable.
10. The HCD Letter requests NBMC Section 20.38.200 (F)(2)(b) related to setbacks be amended to include reference to JADUs in the language to process building permits and demolition permits concurrently for ADUs that are proposed to replace a detached garage. However, Government Code sections 66310 through 66342 do not explicitly allow JADUs to be created from detached structures, including garages. Therefore, adding JADUs into NBMC Section 20.38.200 (F)(3) would create privileges for JADU development that are not found in Government Code Sections 66310 through 66342. Therefore, the existing language is consistent with the provisions of Government Code Section 66333(d). No changes are necessary to address this comment from HCD.
11. The HCD Letter requests that NBMC Section 20.38.200 (F)(3)(b) be amended to clarify that the height limit for ADUs and JADUs attached to a primary dwelling shall not be less than 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower. The existing ADU ordinance language outlines that attached ADUs and JADUs are limited to the base height limit for the primary dwelling. The City’s various residential zoning districts have base height limits that exceed the 25-foot height limit allowed by the State, therefore, the City’s existing ADU Ordinance is more permissive than State ADU Law. Imposing the requested amendment would impose a height limit that is lower than currently permitted by the underlying zoning

districts. Therefore, The City's existing ordinance is more permissive than State ADU Law and no amendments are necessary to address this comment from HCD.

12. The HCD letter requests that NBMC Section 20.48.200 (H)(3) be amended to remove owner occupancy requirements for ADUs. This revision is not necessary given the existing ADU ordinance does not require owner occupancy of ADUs and specifies that owner occupancy is only required for JADUs. JADU owner occupancy is authorized by Government Code Section 66333(b). Therefore, no changes are necessary to address this comment from HCD.
13. The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn't it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn't it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk's office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn't it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
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: Kevin Riley, Acting City Traffic Engineer - 949-644-3329,
kriley@newportbeachca.gov

TITLE: Resolution No. 2025-56: Supporting Submission of a Revised Grant Application Under the Orange County Transportation Authority Measure M2 Project V Program for Local Transit Services

ABSTRACT:

City of Newport Beach staff prepared a revised grant application for Orange County Transportation Authority (OCTA) Measure M2 Project V funding for a proposed Balboa Island/Corona del Mar local area transit service. OCTA requires a City Council approved Resolution authorizing and supporting submission of the revised grant application.

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. 2025-56 *A Resolution of the City Council of the City of Newport Beach, California, Authorizing and Approving Submittal of a Revised Funding Application to the Orange County Transportation Authority for Funding Under the Project V Community-Based Transit/Circulators Program.*

DISCUSSION:

As part of Measure M2, OCTA administers several grant funding programs including the Project V grant program which is designed to fund community-based transit services that complement larger regional transit programs.

OCTA released a Project V call for projects in November 2024 and noted the next local transit grant application opportunity would not be until 2029. City staff submitted two grant applications prior to the January 25, 2025 application deadline. The first application was for the continuation of the existing Balboa Peninsula Trolley (traditional service), for which OCTA awarded grant funding and included five new trolley vehicles with an anticipated delivery in Spring 2026.

The second application was for a Balboa Island/Corona del Mar local microtransit program (on-demand service), which is the subject application being revised and seeking approval herein.

At the time of application for the Balboa Island/Corona del Mar local area micro-transit program, the City was considering an on-demand microtransit solution utilizing neighborhood electric vehicles (NEVs) limited to roadways with a speed limit of 35 miles per hour or less. Operational details were not fully formulated as they were being studied through an OCTA-grant-funded mobility study. The City submitted the application with the understanding from OCTA that it would serve as a placeholder with a conceptual program and would be revised at a future date with final details once the mobility study was completed.

During the process of the study, the City Council's Ad Hoc Transit, Transportation, Parking and Mobility Committee provided review, input and recommendations. This evaluation expanded to alternatives beyond microtransit. Ultimately, through the alternatives analysis and outreach processes, a traditional fixed-route trolley circulator service, similar to the Balboa Peninsula Trolley, was determined to be the best option to meet the study area's mobility needs. These developments were discussed at the September 24, 2024 City Council Meeting and updated at the February 1, 2025 City Council Planning Session. Lastly, at the City Council's May 13, 2025 Study Session, staff provided details on the recommended fixed-route trolley program and the Council voted unanimously to move forward with this expansion of the City trolley program.

Staff replaced the previous placeholder application with a revised grant application for a traditional fixed-route service. As required by the grant application, staff requests approval of Resolution No. 2025-56, demonstrating the City Council's support for the submittal of the revised application for funding.

Upon approval by the OCTA Board at its October 2025 meeting, the City intends to procure the six additional trolleys for the expanded service with an anticipated delivery of the trolleys in spring 2027, in time for an expanded operation in summer 2027. This will bring the City's total number of trolley vehicles to 11.

FISCAL IMPACT:

If awarded funding for the grant application, the City will be obligated to provide minimum matching funding in the amount of 10 percent for the Balboa Island/Corona del Mar Local Area Transit program. Additionally, OCTA defined a three percent per year cost escalation factor to account for increases in program costs.

The Balboa Island/Corona del Mar local area transit program concept has an estimated first year cost (second year of grant) of \$450,000 (\$405,000 in grant funds and \$45,000

in City matching funds) and a total seven-year cost of \$2,915,623,000 (\$2,624,060.70 in grant funds and \$291,562.30 in City matching funds).

Sufficient funds for the awarded project will be included in the Capital Improvement Program budget.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENT:

Attachment A - Resolution 2025-56

ATTACHMENT A

RESOLUTION NO. 2025- 56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING AND APPROVING SUBMITTAL OF A REVISED FUNDING APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM

WHEREAS, the Orange County Transportation Authority's ("OCTA") Community-Based Transit/Circulators Program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test, and provide community-based local transit services that complement regional transit services and meet needs in areas not adequately serviced by regional transit;

WHEREAS, the OCTA intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable;

WHEREAS, the OCTA has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program ("CTFP") Project V Guidelines;

WHEREAS, the City of Newport Beach ("City") desires to provide local community-based transit services;

WHEREAS, the City authorizes the nomination of the revised Balboa Island/Corona del Mar Local Area Transit Service application ("Project"), including all understanding and assurances contained therein;

WHEREAS, OCTA has declared that the City meets the eligibility requirements to receive Measure M2 funds, including Project V funds;

WHEREAS, the City must include all projects funded by M2 Net Revenues in its seven-year Capital Improvement Program ("CIP") in accordance with Measure M2 Ordinance eligibility requirements;

WHEREAS, the City Council of the City of Newport Beach authorizes amendment of its CIP to add projects approved for Project V funding by OCTA's Board of Directors;

WHEREAS, the City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways;

WHEREAS, the City will comply where applicable with provisions of the Americans with Disabilities Act ("ADA"), and any other federal, state, and/or local laws, rules and/or regulations;

WHEREAS, the City will consult with OCTA regarding the need for ADA/paratransit services and/or plans prior to starting operations of the Project;

WHEREAS, the City will provide a minimum 10% in matching funds for the Balboa Island/Corona del Mar Local Area Transit Service program (traditional service), excluding non-Project V subsidies or net fares collected, as required by the CTFP Project V Guidelines and shall fund its share of the Project costs and any additional costs over the identified programmed amount;

WHEREAS, the City will not use Measure M2 funds to supplant development impact fees or other commitments; and

WHEREAS, the City will give OCTA's representatives access to and the right to examine all data, records, books, papers or documents related to the Project.

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

Section 1: The City Council does hereby request that the Orange County Transportation Authority allocate Project V funds in the amount specified in the City's revised application for the Project to the City from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program. Said funds shall be matched by funds from the City as required and shall be used as supplemental funding to aid the City in the implementation of the proposed transit service.

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.

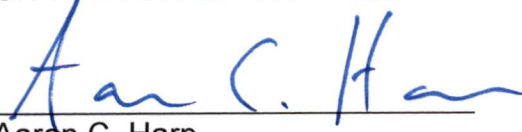
ADOPTED this 9th day of September, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 7

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Tara Finnigan, Assistant City Manager - 949-644-3001,
tfinnigan@newportbeachca.gov

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

TITLE: Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

ABSTRACT:

For the City Council's consideration is a resolution that, if adopted, would establish the City's opposition to Proposition 50 and its enabling legislation. Proposition 50 will be on a statewide special election ballot on November 4, 2025. The ballot measure proposes amending the State of California constitution to allow the State legislature, rather than the voter-approved California Citizens Redistricting Commission, to create new congressional district maps.

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. 2025-57, *A Resolution of the City Council of the City of Newport Beach Opposing Proposition 50 and Enabling Legislation.*

DISCUSSION:

At the request of Mayor Joe Stapleton and Councilmember Erik Weigand, pursuant to City Council policy A-1, at its August 26, 2025 meeting, the City Council considered adopting a resolution opposing any attempt to bypass California's Independent Citizens Redistricting Commission by altering the state's Congressional districts through a ballot measure and special election. The Council voted unanimously 7-0, via a straw poll, in favor of staff returning with an item.

Proposition 50, which will appear on the November 2025 ballot, proposes to transfer redistricting authority from the California Citizens Redistricting Commission to the State legislature.

Resolution No. 2025-57 would express the City Council's opposition to the ballot measure and its enabling legislation because Proposition 50, if approved by the voters, will alter district lines outside the established process, impose costly and disruptive election requirements on local jurisdictions with limited resources, and risk diluting the community voice of Newport Beach by redrawing districts without regard to established communities of interest within the City.

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. 2025-57

ATTACHMENT A

RESOLUTION NO. 2025-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH OPPOSING PROPOSITION 50 AND ENABLING LEGISLATION

WHEREAS, the City Council recognizes the importance of fair, independent, and nonpartisan redistricting to ensure the residents of the City of Newport Beach (“City”) are represented equitably and without partisan influence;

WHEREAS, over a decade ago, California voters established the California Citizens Redistricting Commission (“Commission”) comprised of bipartisan and independent representatives to ensure that congressional and state legislative district boundaries are drawn through a fair and transparent process;

WHEREAS, once each decade, the Commission utilizes updated federal census information in concert with an extensive public engagement process that includes public testimony, written comments, and input from diverse communities across the state to develop district maps;

WHEREAS, this independent process was designed to remove political influence and gerrymandering from redistricting, with the goal of ensuring that district boundaries uphold the principle of equitable representation;

WHEREAS, on August 21, 2025, the California Legislature passed, and Governor Gavin Newsom signed, Assembly Constitutional Amendment 8 (“ACA 8”) (Rivas) (2025), a constitutional amendment to permit newly drawn boundaries to remain in effect through 2031, Assembly Bill No. 604 (“AB 604”) (Aguiar-Curry, Gonzalez) (2025), defining new partisan congressional district boundaries in California to take effect if voters approve ACA 8, and Senate Bill No. 280 (“SB 280”) (Cervantes, Pellerin), which establishes a special statewide election to be held November 4, 2025, to implement ACA 8 and AB 604;

WHEREAS, voters will have before them on the special election Proposition 50, which is designed to bypass the Commission by instituting a partisan map, and thereby suspending the fair, transparent process enacted by the voters in favor of politically motivated district gerrymandering;

WHEREAS, Proposition 50 raises concerns about stability, fairness, and upsetting the precedent of redistricting, and creates additional costs and uncertainty for local governments tasked with administering elections;

WHEREAS, Proposition 50 would transfer the authority to draw congressional districts from the Commission to the State Legislature;

WHEREAS, Proposition 50 would remove existing safeguards intended to maintain the integrity of local communities in the redistricting process;

WHEREAS, Proposition 50 proposes dividing communities, forcing some cities and counties to be split among multiple congressional districts under the measure's new maps and diminishing their voice in Congress;

WHEREAS, Proposition 50 specifically divides Newport Beach into two separate Congressional Districts, one of which would be dominated by the population in the City of Long Beach in Los Angeles County;

WHEREAS, the City recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in the electoral system;

WHEREAS, the City believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California; and

WHEREAS, the City desires to express its opposition to Proposition 50 because it will undermine the confidence of voters by altering district lines outside the established process, impose costly and disruptive election requirements on local jurisdictions with limited resources, and risk diluting the community voice of Newport Beach by redrawing districts without regard to established communities of interest within the City.

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

Section 1: The City Council hereby adopts an official position of opposition to Proposition 50 and its enabling legislation.

Section 2: The City Council urges the California Governor and the California Legislature to preserve the integrity of the decennial redistricting process, avoid politically motivated alterations, and protect the stability and fairness of representation established by the fair and transparent process whereby the California Citizens Redistricting Commission determines district maps.

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 recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution.

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 9th day of September, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



NEWPORT BEACH

City Council Staff Report

September 9, 2025
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: Andy Tran, Principal Civil Engineer - 949-644-3315,
atran@newportbeachca.gov

TITLE: Approval of Amendment No. One to Professional Services Agreement with Kreuzer Consulting Group for the Old Newport Boulevard and West Coast Highway Modifications Project (Contract No. 5244-1) (15R19)

ABSTRACT:

On May 14, 2013, the City of Newport Beach entered into a professional services agreement (PSA) with Kreuzer Consulting Group (KCG) of Irvine, to provide professional engineering and environmental services for the Old Newport Boulevard and West Coast Highway Modifications project. This agreement expired and the City entered into a second PSA with KCG on October 22, 2024, Contract No. 5244-1, to prepare grant funding documents for the right-of-way and construction phases of this project. Staff requests City Council approval of Amendment No. One to Contract No. 5244-1 to provide for additional engineering and right-of-way 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; and
- b) Approve Amendment No. One to the professional services agreement with Kreuzer Consulting Group for Engineering and Right-of-Way Services for the Old Newport Boulevard and West Coast Highway Modifications project to increase the agreement amount by \$286,059 for a total not-to-exceed amount of \$306,655, and authorize the Mayor and City Clerk to execute the amendment.

DISCUSSION:

This project is located at the intersection of Old Newport Boulevard and West Coast Highway, an area of the highway within the jurisdiction of the California Department of Transportation (Caltrans). A location map is provided as Attachment A. Currently, there are three westbound and two eastbound lanes on West Coast Highway in the vicinity of the proposed project. The third westbound lane terminates into a right-turn lane at Old Newport Boulevard.

The proposed improvements include widening the north side of West Coast Highway to continue the third westbound thru-lane, adding a bike lane, a right-turn pocket, and a sidewalk. Additional improvements include implementing storm drain modifications; constructing concrete curbs, gutters and sidewalks; constructing site improvements to two adjacent private properties impacted by the roadway widening; constructing a retaining wall; installing landscape and irrigation improvements; relocating and adjusting utilities; and modifying signing and striping. Partial right-of-way acquisition will be required from two adjacent parcels to facilitate the improvements.

On October 17, 2024, the City entered into a new PSA (Contract No. 5244-1) with KCG to prepare grant funding documents for an Orange County Transportation Authority (OCTA) Comprehensive Transportation Funding Program grant application. In April 2025, OCTA informed the City that it will receive up to \$4,327,881 in Measure M grants for the right-of-way and construction phases.

With the success of the grant application, staff recommends the approval of Amendment No. One with KCG to prepare site improvement plans for the two impacted parcels, design a new retaining wall along the back of the two parcels, and provide right-of-way acquisition services. Upon further evaluation of the Old Newport Boulevard realignment option, the design team decided to revert to the existing Old Newport Boulevard alignment option due to right-of-way constraints and existing infrastructure conflicts. Amendment No. One (Attachment B) includes additional engineering services needed to finalize the construction documents for the existing alignment option.

FISCAL IMPACT:

The adopted budget includes sufficient funding for this service. It will be expensed to the Capital Improvement Program Project Budget Gas Tax account in the Public Works Department, 12101-980000-15R19. The consultant's proposed not-to-exceed fee for this additional service is \$286,059. Gas Tax revenue is received through State-imposed taxes on fuel and motor vehicle registration dedicated to transportation purposes.

ENVIRONMENTAL REVIEW:

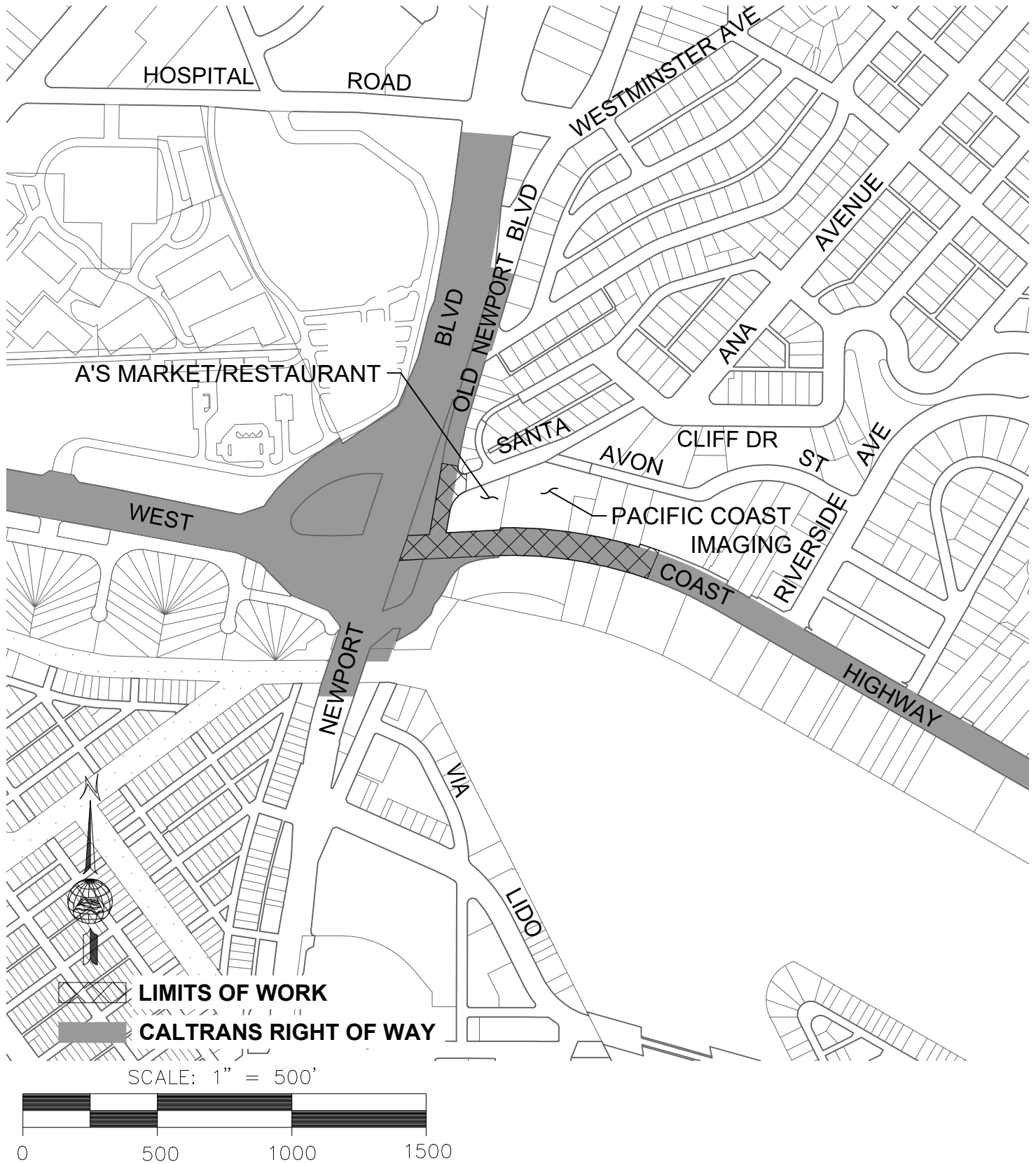
Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a 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 – Location Map
Attachment B – Amendment No. One



OLD NEWPORT BOULEVARD AND WEST
COAST HIGHWAY MODIFICATIONS
LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT
C-5244-1 15R19 9/09/25

**AMENDMENT NO. ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH RAK DEVELOPMENT, INC. DBA KREUZER CONSULTING GROUP FOR
OLD NEWPORT BOULEVARD AND WEST COAST HIGHWAY MODIFICATIONS**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RAK DEVELOPMENT, INC., a California corporation doing business as ("DBA") KREUZER CONSULTING GROUP ("Consultant"), whose address is 18872 MacArthur Blvd, Suite 210, Irvine, CA 92612, and is made with reference to the following:

RECITALS

- A. On October 17, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-5244-1) ("Agreement") for engineering support services for the Old Newport Boulevard and West Coast Highway Intersection Improvement ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, to extend the term of the Agreement to October 16, 2029 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 October 16, 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 and Exhibit A to this Amendment No. One 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 and Exhibit B to Amendment No. One 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 **Three Hundred Six Thousand Six Hundred Fifty Five Dollars and 00/100 (\$306,655.00)**, 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. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Two Hundred Eighty Six Thousand Fifty Nine Dollars and 00/100 (\$286,059.00)**.

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. One to be executed on the dates written below.

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

Date: 8/18/25

By: Joe Montoya for
Aaron C. Harp
City Attorney

8.18.25
AC

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: Rak Development, Inc.,
a California corporation DBA Kreuzer
Consulting Group

Date: _____

By: _____
Richard Andrew Kreuzer
Chief Executive Officer, Chief Financial
Officer

Date: _____

By: _____
Kelsey A Jaap
Secretary

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES

Task 1.0 – Project Management, Administration and Meetings

Under this task, Consultant will manage the subconsultant team and coordinate project activities and tasks with the City of Newport Beach. Consultant will attend all project related meetings for the duration of the Project.

Task 2.0 – Field Reviews

Under this task, Consultant will conduct field reviews, as required, to ensure base map accuracy and to evaluate and resolve design issues in the field.

Task 3.0 – Utility Coordination

Due to the Project being on hold for over 2 years, Consultant will need to reestablish and maintain utility coordination activities which will consist of the following efforts:

- Review plans showing location and size of all utility lines and appurtenances within the Project area.
- Cross check plotted locations above with detailed topographic survey information to ensure that existing lines are shown in proper location. Field checks will be performed as necessary.
- Based on the proposed improvements, determine where potential utility conflicts exist and where utility relocation is warranted.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. This coordination effort will require providing updated plans to the utility agencies for the proposed improvements and also meeting with the various utility service planners on the Project site, as necessary, to discuss conflicts and/or relocations.

Task 4.0 – Additional Field Survey

Consultant has assumed that there will likely be a need to pick up additional field survey points to support the detailed design of the wall and on-site improvements on the back side of A's as well as some points on the Pacific Imaging site. Consultant has included provisions for 3 days of additional surveying, as needed.

Task 5.0 – Updated Base Plan

Based on the results of tasks 2.0, 3.0 and 4.0, Consultant will modify the Project base plan.

Task 6.0 – Utility Potholing

As reflected on Exhibit A on the following page, Consultant has identified the need for 4 utility potholes for the Project.

Bess Test Labs (BST) will conduct these potholes per their proposal which is included herein as Attachment 1.

Task 7.0 – Wall Geotechnical Report

A geotechnical investigation and report are required to support the design of the soldier pile retaining wall along Santa Ana Avenue on the back side of the A's property.

Albus Associates will complete this work in conformance with their proposal which is included herein as Attachment 2.

Task 8.0 – Pacific Imaging Site Layout and Preliminary Design

City staff are currently having discussions with the Pacific Imaging property owner. Based on these discussions, the parties anticipate the need to develop some options and alternatives for this Project site to facilitate further discussion and, ultimately, the owner's approval of improvements on his property. Consultant will develop preliminary plans and/or graphics, as requested, to facilitate this process.

Task 9.0 – A's Site Layout and Preliminary Design

Consultant has done a fair amount of preliminary design work to date on this site. This task will include refinements to this design and preparation of graphics, as required, to facilitate the City's further discussions with the property owner.

Task 10.0 – Santa Ana Wall Design

Under this task Consultant will set the wall horizontal alignment and will develop a profile for the wall. Consultant's design will also include the removal of the existing structure on the slope behind the Pacific Imaging site. Cross sections will be developed to depict the wall as well as the vertical location of Santa Ana Avenue and the proposed parking lots adjacent to the wall on the A's and Pacific Imaging sites.

The structural details and supporting calculations for the retaining wall will be completed by Rende Consulting Group (RCG) in conformance with their proposal which is included herein as Attachment 3.

Task 11.0 – Modify/Finalize Legal Descriptions and Plats

Based on the final design plans, Consultant will modify the current legal descriptions and right of way plats for the acquisitions required from the A's site (AP #049-110-01) and the Pacific Imaging Site (AP #049-110-29) for the Project. These documents will cover all necessary takes, including permanent takes/easements as well as temporary construction easements.

Task 12.0 – Right of Way Acquisition

Dokken Engineering will provide right of way acquisition services for the Project in conformance with their proposal which is included herein as Attachment 4.

Task 13.0 – Prepare 90% PS&E

Under this task, the Consultant will prepare a 90% complete plan set consisting of the following sheets:

Description Sheets Scale

Title Sheet 1 NTS

Typical Sections 1 NTS

Construction Details 2 NTS

Removal Plans 1 1"=20'

Roadway Plan & Profile 2 1"=20' H; 1"=2' V

Off Site Plans 3 1"=10'

Utility Plan 1 1"=20'

Drainage Plan 1 1"=20'

Storm Drain Profiles 1 1"=20' H; 1"=2' V

Retaining Wall Plan & Profile 1 1"=20' H; 1"=4' V

Retaining Wall Details 2 Varies

Planting Plan 2 1"=10'

Irrigation Plan 2 1"=10'

Planting & Irrigation Details 2 NTS

Signing & Striping Plans 2 1"=20'

Construction Staging Plans 5 1"=40'

Cross Sections 9 1"=10' H; 1"=1' V

Consultant will provide Construction Specifications for the Project as well as prepare and submit quantity calculations and a construction cost estimate.

Consultant will utilize the services of Clark and Green Associates for the preparation of planting and irrigation plans and details. Their proposal is contained in Attachment 5 herein.

Task 14.0 – Update/Finalize Water Quality Document

Under this task, Consultant will update and finalize the Draft WQMP that was prepared for the Project in 2022. This document will be finalized in conformance with City format and content requirements.

Task 15.0 – Respond to City Comments and Submit 100% PS&E

Under this task, Consultant will address all City comments on the 90% submittal and will submit revised PS&E along with a response matrix which addresses all 90% comments.

Task 16.0 – Respond to City Comments and Submit Final PS&E

Under this task, Consultant will address all City comments on the 100% submittal and will submit revised PS&E along with a response matrix which addresses all 100% comments.

Task 17.0 – Caltrans Encroachment Permit

Under this task, Consultant will package the Project plans, including traffic control plans and required supporting documentation for submittal to Caltrans for an Encroachment Permit. This permit application will be processed through the CEPS portal. Consultant will address all Caltrans comments and/or requests for additional information until the permit is obtained.

EXHIBIT B

SCHEDULE OF BILLING RATES

City of Newport Beach
PCH/Old Newport Intersection Improvements

Exhibit B
Fee Schedule

| Task | PROJECT MANAGER | PROJECT ENGINEER | FIELD SURVEY | LUMP SUM | KCG TOTAL | SUB | | | | | | TOTAL |
|--|--------------------|---------------------|--------------|----------|-----------|----------|----------|----------|----------|---------------|------------|-----------|
| | hr. | hr. | hr. | | | RENDE | ALBUS | BST | DOKKEN | CLARK & GREEN | SUBS TOTAL | |
| | \$220 | \$140 | \$235 | | | | | | | | | |
| 1 PM, Administration and Meetings | 60 | 16 | | | \$15,440 | | | | | | | \$15,440 |
| 2 Field Review | 4 | 4 | | | \$1,440 | | | | | | | \$1,440 |
| 3 Utility Coordination | 12 | 20 | | | \$5,440 | | | | | | | \$5,440 |
| 4 Additional Field Survey | 1 | 2 | 24 | | \$6,140 | | | | | | | \$6,140 |
| 5 Update Base Files | 2 | 12 | | | \$2,120 | | | | | | | \$2,120 |
| 6 Utility Potholing | 2 | 4 | | | \$1,000 | | | \$11,360 | | | \$11,360 | \$12,360 |
| 7 Wall Geotechnical Report | 2 | 4 | | | \$1,000 | | \$15,400 | | | | \$15,400 | \$16,400 |
| 8 Pacific Imaging Site Layout, Preliminary Design and Final Design | 8 | 12 | | | \$3,440 | | | | | | | \$3,440 |
| 9 A's Site Layout, Preliminary Design and Final Design | 4 | 8 | | | \$2,000 | | | | | | | \$2,000 |
| 10 Santa Ana Ave Wall Design | 24 | 48 | | | \$12,000 | \$19,600 | | | | | \$19,600 | \$31,600 |
| 11 Modify/Finalize Legal Descriptions and Plats | 8 | 16 | | | \$4,000 | | | | | | | \$4,000 |
| 12 Right of Way Acquisition | 12 | 16 | | | \$4,880 | | | | \$61,575 | | \$61,575 | \$66,455 |
| 13 Prepare 90% PS&E | 80 | 160 | | | \$40,000 | | | | | \$21,924 | \$21,924 | \$61,924 |
| 14 Update/Finalize Water Quality Document | 4 | 10 | | | \$2,280 | | | | | | | \$2,280 |
| 15 Respond to City Comments and Submit 90% PS&E | 40 | 80 | | | \$20,000 | | | | | | | \$20,000 |
| 16 Respond to City Comments and Submit 100% PS&E | 20 | 40 | | | \$10,000 | | | | | | | \$10,000 |
| 17 Caltrans Encroachment Permit | 24 | 48 | | | \$12,000 | | | | | | | \$12,000 |
| 18 Bidding and Construction Support | 24 | 16 | | | \$7,520 | \$4,000 | | | | | \$4,000 | \$11,520 |
| Reimbursables | | | | \$1,500 | \$1,500 | | | | | | | \$1,500 |
| Total Hours | 331 | 516 | 24 | | | | | | | | | |
| Total Cost | \$72,820 | \$72,240 | \$5,640 | \$1,500 | \$152,200 | \$23,600 | \$15,400 | \$11,360 | \$61,575 | \$21,924 | \$133,859 | \$286,059 |



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 9

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Jonathan Stafford, Deputy Director - 949-644-3650, jstafford@nbpd.org

TITLE: Amendment No. Two to Professional Services Agreement with Flock Group, Inc. for Flock ALPR System

ABSTRACT:

The Police Department requests City Council approval of Amendment No. Two (Amendment) to the agreement with Flock Group, Inc. (Flock) and a budget amendment to cover the costs of the Amendment. If approved, the term of the agreement will be extended to coincide with the execution date, four additional automated license plate reader (ALPR) units will be placed at three locations in Newport Beach, and data retention will be increased from 30 days to one year. Costs for the Amendment will be \$144,800 over the remaining four years of the agreement for a total not-to-exceed amount of \$1,618,100.

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 the Professional Services Agreement with Flock Group, Inc, of Atlanta, Georgia to extend the term of the agreement to coincide with the execution date, for the addition of four ALPR units and to increase data retention from 30 days to one year at a cost of \$144,800 for a total not-to-exceed amount of \$1,618,100 and authorize the Mayor and City Clerk to execute the Amendment; and
- c) Approve Budget Amendment No. 26-024 appropriating \$15,200 in increased expenditures in Account No. 01035355-811008 from the unappropriated General Fund balance.

DISCUSSION:

The City Council approved the original agreement with Flock on July 9, 2024, for 69 ALPR units strategically placed throughout the city, 30 days of data retention, and related advanced search features. The agreement has been amended once to add four ALPR units in the area of Fashion Island for a total of 73 ALPR units. The Police Department has identified three new locations where ALPR units are needed and has determined that ALPR data retention needs to be increased to one year.

New ALPR Locations

The Police Department identified three locations where ALPR units are needed to increase coverage of the Flock system. Better coverage is needed to address ongoing problems with criminal activity, disturbance behavior and reckless driving at Corona del Mar State Beach, and to decrease the distance between ALPR units in the upper Newport Coast area to provide more timely travel pattern information for vehicles suspected of involvement in crimes. The new ALPR locations are described below:

1. The entrance to Corona del Mar State Beach. This location would have dual ALPR camera/processor units scanning vehicles entering and exiting the beach parking lot. The camera/processor units will be installed on a single pole in the landscaped median and will share a solar panel/battery unit.
2. The northeast corner of Vista Ridge Road and Newport Coast Drive scanning all lanes of northbound vehicular traffic using a Long Range Falcon ALPR unit.
3. The southeast corner of Ridge Park Road and Newport Coast Drive scanning eastbound vehicular traffic using a standard Falcon ALPR unit.

Increased Data Retention

The current 30-day retention period for ALPR data has proven insufficient for effective investigation of crimes. Crimes are often not reported immediately and diligent investigative work sometimes requires extended time to determine that a pattern or series of crimes are related by *modus operandi*, by vehicle or suspect description or other information shared among regional law enforcement agency partners. Increasing ALPR data retention will enable investigators to identify vehicles suspected of being used in crimes and to verify whether an identified suspect vehicle was used in crimes that occurred more than 30 days in the past.

Costs

Total costs for the Amendment over the remaining four years of the agreement are \$144,800. The table below shows a breakdown of costs for the new ALPR units and the additional data storage:

| ANNUAL COSTS | | | |
|--------------------------------|-----------------|----------------------------|---------------------------------|
| COMPONENT | QUANTITY | COST (Per Unit) | TOTAL (Over 4 Years) |
| Falcon ALPR Unit | 1 | \$3,000 | \$12,000 |
| Long-Range Falcon Unit | 1 | \$5,000 | \$20,000 |
| Dual Falcon Unit | 1 | \$4,800 | \$19,200 |
| Installation (one-time fees) | 1 | \$1,200 | \$1,200 |
| Extended Data Retention | 77 | \$300 | \$92,400 |
| FY 2025-26 Costs | | | \$37,100 |
| Annual Cost - Years 3-5 | | | \$107,700 |
| Amendment No. 2 Total | | | \$144,800 |

FISCAL IMPACT:

The Budget Amendment appropriates \$15,200 in increased expenditure appropriations from the General Fund unappropriated fund balance. Costs for the Amendment will be expensed to the Detective Division Professional Services account, 01035355-811008. Funding for increasing data retention to one year for the 73 existing ALPR units was approved as a budget enhancement for the current fiscal year, so the Budget Amendment will cover the costs of the four new ALPR units, including installation and extended data retention. Ongoing costs for the new ALPR units will be addressed in the annual budget preparation 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 – Amendment No. Two to the Professional Services Agreement with Flock Group, Inc. for Flock ALPR System
- Attachment B – Budget Amendment No. 26-024

Attachment A

Amendment No. 2 to the Professional Services Agreement
with Flock Group, Inc. for Flock ALPR System

**AMENDMENT NO. TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH FLOCK GROUP INC. FOR
FLOCK ALPR SYSTEM**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and FLOCK GROUP INC., a Delaware corporation ("Consultant"), whose address is 1170 Howell Mill Road NW, Suite 210, Atlanta, GA, 30318, and is made with reference to the following:

RECITALS

- A. On July 9, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-9663-1) ("Agreement") to provide installation, maintenance, and operational services for the Flock ALPR System ("Project").
- B. On December 19, 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, and to increase the total compensation.
- 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, 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 October 18, 2029, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit E to the Agreement shall be supplemented to include the Flock Unit Locations, attached hereto as Exhibit E and incorporated herein by reference ("Services" or "Work"). Exhibit E to the Agreement, Exhibit E to Amendment No. One, and Exhibit E to this Amendment No. Two shall collectively be known as "Exhibit E." 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 Amendment Order Form, 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 this 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 Flock Order Form(s) 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 Six Hundred Eighteen Thousand One Hundred Dollars and 00/100 (\$1,618,100.00)**, 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. Two including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 (\$144,800.00)**.

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. Two to be executed on the dates written below.

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

Date: 8/29/2025

By:  for
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: FLOCK GROUP INC., a
Delaware corporation

Date: _____

By: _____
Garrett Langley
Chief Executive Officer

Date: _____

By: _____
Dan Haley
Secretary

[END OF SIGNATURES]

Attachments: Exhibit B – Order Form
 Exhibit E – Flock Unit Locations

EXHIBIT B ORDER FORM

flock safety

AMENDMENT

This amendment ("Amendment") supersedes and amends the previously executed agreement between the Parties, dated 10/24/2024, relating to the provision of services by Flock Group Inc. ("Flock") to CA - Newport Beach PD ("Customer") and any schedules or exhibits attached thereto or incorporated therein by reference (the "Agreement"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "Effective Date").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|----------|----------|--------------------|
| Flock Safety Platform | | | \$35,900.00 |
| Flock Safety LPR Products | | | |
| Solar LPR, fka Solar Falcon | Included | 2 | Included |
| Solar Long-Range LPR, fka Solar Falcon LR | Included | 1 | Included |
| Flock Safety LPR, fka Falcon | Included | 1 | Included |
| Flock Safety Platform Add Ons | | | |
| Extended data retention (Up to 1 Year) | \$300.00 | 77 | \$23,100.00 |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|--------------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Solar Bundle Implementation Fee | \$900.00 | 1 | \$900.00 |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 1 | \$150.00 |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 1 | \$150.00 |
| Annual Recurring Subtotal: | | | \$35,900.00 |

EXHIBIT E

FLOCK UNIT LOCATIONS

EXHIBIT E
ADDITIONAL FLOCK UNIT LOCATIONS

1. Installation of Flock ALPR units on traffic signals and streetlights shall not interfere with City-owned or permitted cameras, traffic control devices, antennae or any other equipment.
2. Installation locations can be changed by City pursuant to the terms of the Agreement.

| Flock Unit # | Flock Unit Name | Location | Installation Type | City Streetlight/ Traffic Signal # |
|---------------------|---|------------------------------------|--------------------------|---|
| P#005 | Breakers Drive @ Entrance to CdM Main Beach | 3000 Breakers Drive | New Flock Pole | N/A |
| F#007 | Ridge Park Rd @ Newport Coast Dr EB | S/E Ridge Park Rd/Newport Coast Dr | Traffic Signal | N/A |
| LR#030 | Newport Coast Dr @Vista Ridge Rd NB | N/E Newport Coast/Vista Ridge Rd | Traffic Signal | SLC9051 |

Attachment B

Budget Amendment No. 26-024

City of Newport Beach

BUDGET AMENDMENT

2025-26

BA#: 26-024

Department: Police

Requestor: Jonathan Stafford

ONE TIME: ☐ Yes ☒ No

☐ CITY MANAGER'S APPROVAL ONLY

☒ **COUNCIL APPROVAL REQUIRED**

Approvals

City Clerk:

Date _____

Finance Director:

Date _____

Budget Manager:

Date _____

EXPLANATION FOR REQUEST:

To increase expenditure appropriations from the General Fund for additions to the Flock ALPR system.

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

REVENUES

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

EXPENDITURES

| Fund # | Org | Object | Project | Description | Increase or (Decrease) \$ |
|-----------------|----------|--------|---------|------------------------------------|---------------------------|
| 010 | 01035355 | 811008 | | DETECTIVES - SERVICES PROFESSIONAL | 15,200.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| Subtotal | | | | | \$ 15,200.00 |

FUND BALANCE

| Fund # | Object | Description | Increase or (Decrease) \$ |
|--------|--------|-------------------------------------|---------------------------|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | (15,200.00) |
| | | - | - |
| | | - | - |
| | | - | - |
| | | Subtotal | \$ (15,200.00) |

Fund Balance Change Required



NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 10

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Andy Tran, Principal Civil Engineer - 949-644-3315,
atran@newportbeachca.gov

TITLE: Street Pavement Repair Program Fiscal Year 2024-25 – Notice of
Completion for Contract No. 9716-1 (25R06)

ABSTRACT:

On February 25, 2025, the City Council awarded Contract No. 9716-1 for the Street Pavement Repair Program Fiscal Year 2024-25 project to Hardy & Harper, Inc. The project removed and replaced areas of deteriorated asphalt pavement in the Spyglass Hill, Newport Hills, Harbor View and Seawind communities. The work is now complete and staff requests City Council acceptance and close out of the contract.

RECOMMENDATION:

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

DISCUSSION:

Overall Contract Cost/Time Summary

| Awarded Contract Amount | Final Total Contract Amount | Total Contract Change Amount | Percent Contract Cost Change |
|--|-----------------------------|------------------------------|------------------------------|
| \$1,425,000 | \$1,523,758.84 | \$98,758.84 | 6.9% |
| Allowed Contract Time + Approved Extensions (Days) = | | 65 | Actual Time Used (Days) 64 |

This project included reconstructing isolated portions of deteriorated asphalt concrete pavement, adjusting manhole frames to grade, replacing utility boxes and lids, replacing and resetting survey monument boxes, and installing new traffic striping. These improvements were completed in preparation of the annual slurry seal contract located in the same communities.

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: | \$ 1,425,000.00 |
| Actual Cost of Bid Items Constructed: | \$ 1,386,558.05 |
| Total Change Orders: | \$ 137,200.79 |
| Final Contract Cost: | \$1,523,758.84 |

The final total contract amount was \$1,523,758.84, which was approximately 6.9% higher than the original bid amount. This cost increase was primarily due to encountering poor subgrade conditions while reconstructing Point Loma Drive and Half Moon Bay Drive. Both roadways required additional subgrade removal and treatment, and placement of additional base course asphalt concrete prior to laying the new asphalt concrete finish course.

A summary of the project schedule milestones is as follows:

| | |
|--|-------------------|
| Estimated Start of Construction per Annual Baseline Schedule | February 24, 2025 |
| Actual Start of Construction Per Notice to Proceed | March 17, 2025 |
| Estimated Completion per Annual Baseline Schedule | July 11, 2025 |
| Substantial Completion Date Inclusive of Extra Work | June 9, 2025 |

The project start date was delayed to allow sufficient time to complete the Concrete Replacement Program, which was in progress in the same communities. The contractor was able to complete all the proposed improvements within the time allotted.

FISCAL IMPACT:

The Street Pavement Repair Program FY 2024-25 was included within the FY 2024-25 Capital Improvement Program. Funds for the construction contract were expended from the following accounts:

| <u>Account Description</u> | <u>Account Number</u> | <u>Amount</u> |
|----------------------------------|-----------------------|------------------------|
| General Fund FY 2021-22 | 01201927-980000-22R03 | \$ 18,500.00 |
| General Fund FY 2023-24 | 01201927-980000-24R03 | \$ 61,200.49 |
| General Fund FY 2024-25 | 01201927-980000-25R03 | \$ 1,407,858.35 |
| Water Capital FY 2022-23 | 70201-980000-23R09 | \$ 412.07 |
| Water Capital FY 2023-24 | 70201-980000-24R09 | \$ 22,267.93 |
| Wastewater Enterprise FY 2023-24 | 71101-980000-24R09 | \$ 13,520.00 |
| Total: | | \$ 1,523,758.84 |

The Water Capital and Wastewater Enterprise funds generate revenue primarily through water and wastewater rates collected by service users

ENVIRONMENTAL REVIEW:

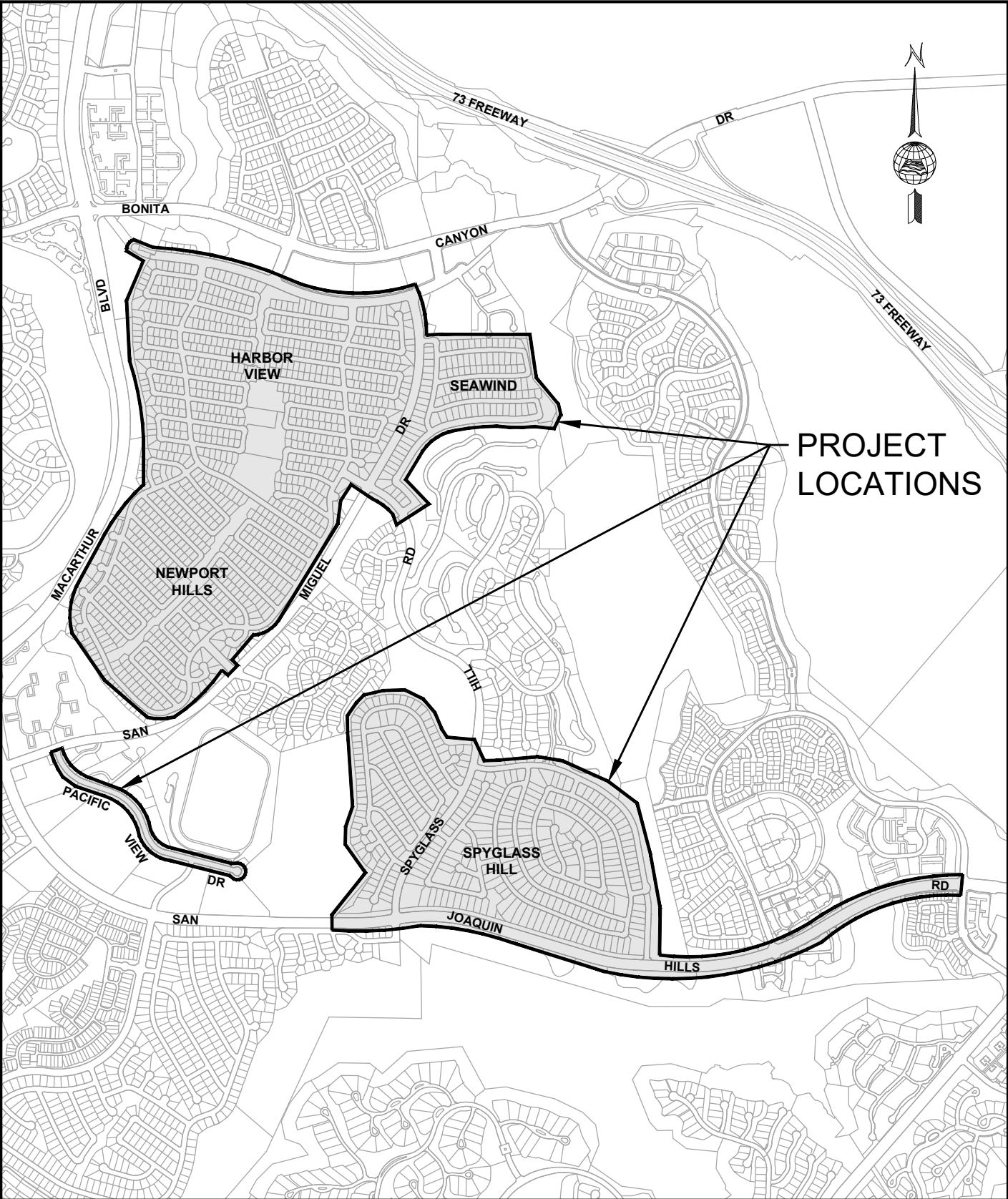
On February 25, 2025, the City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c), Class 1 (maintenance of existing public facilities involving negligible or no expansion of use) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

NOTICING:

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

ATTACHMENT:

Attachment A – Location Map



STREET PAVEMENT REPAIR
PROGRAM FY 2024-25
LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-9716-1 25R03 09/09/2025

I:\Users\PBW\Shared\Contracts\FY24-25\CURRENT\200_STREET_DRAINAGE\Street Pmnt Rpr Prgm C-9716-1_25R03\COUNCIL MEMOS\Location Map_NEW.dwg



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
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: Michael J. Sinacori, Assistant City Engineer - 949-644-3342,
msinacori@newportbeachca.gov

TITLE: Balboa Peninsula Water Main Replacement, East Irvine Terrace
Water Main Replacement & Shorecliff Community Water System
Improvements – Phase 2– Award of Contract No. 9835-1 (26W12)

ABSTRACT:

The City of Newport Beach received construction bids for the Balboa Peninsula Water Main Replacement, East Irvine Terrace Water Main Replacement & Shorecliff Community Water System Improvements – Phase 2 project and requests City Council approval to award the construction contract to T.E. Roberts, Inc. of Irvine. This project will replace deteriorated water mains located in the central Balboa Peninsula, East Irvine Terrace and Shorecliff communities.

RECOMMENDATIONS:

- a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, because this project has no potential to have a significant effect on the environment;
- b) Approve the project plans and specifications;
- c) Award Contract No. 9835-1 to T.E. Roberts, Inc. for the total bid price of \$6,741,473 for the Balboa Peninsula Water Main Replacement, East Irvine Terrace Water Main Replacement & Shorecliff Community Water System Improvements – Phase 2 project, and authorize the Mayor and City Clerk to execute the contract; and
- d) Establish a contingency of \$1,350,000 (approximately 20% of total bid) to cover the cost of unforeseen work not included in the original contract.

DISCUSSION:

The existing Balboa Peninsula water mains (14 and 16 inches in size) included in the project are older deteriorated cast-iron water mains, installed in 1926, that have outlived their design life and are now due to be replaced.

These water mains are large diameter pipes located in alleys north of Balboa Boulevard between 6th Street and Cypress Street. A large diameter water transmission main was installed in Balboa Boulevard about a decade ago, allowing for the downsizing of the older water mains in the alleys. These older mains in the alleys will be replaced with standard 8-inch piping, to maintain distribution and reduce risk to homes during potential water main breaks. The East Irvine Terrace Community water mains are asbestos cement water mains installed in 1956 and are located between El Paseo Drive and Avocado Avenue, and Bayside Drive and East Coast Highway. The Shorecliff community water main package picks up the remaining asbestos cement water mains that were not replaced in last year's phase 1 project. These water mains are located on Seaward Road, Driftwood Road, Morning Canyon Road and Evening Canyon Road between Seaward Road and Morning Canyon Road.

At 10 a.m. on August 12, 2025 , the City Clerk opened and read the following bids for this project:

| | <u>BIDDER</u> | <u>TOTAL BID AMOUNT</u> |
|-----|---------------------------------------|-------------------------|
| Low | T.E. Roberts, Inc. | \$ 6,741,473.00 |
| 2nd | Dominguez General Engineering, Inc. | \$ 9,824,750.00 |
| 3rd | Big Ben, Inc. | \$ 10,012,407.00 |
| 4th | Nationwide Contracting Services, Inc. | \$ 12,025,650.00 |
| 5th | Toro Enterprises, Inc. | \$ 13,709,180.00 |
| 6th | MMC, Inc. | \$ 13,804,000.00 |

The low bidder, T.E. Roberts, Inc., possesses a California State Contractor's License Classification "A", as required by the project specifications. A review of references for T.E. Roberts, Inc. shows satisfactory completion of similar contracts for the City and other municipalities. T.E. Roberts successfully completed the Balboa Island Water Main Replacement (Phase 1, Phase 2 and Phase 3) projects, including the West Irvine Terrace Water Main Replacement and Shorecliff Community Water System Improvements – Phase 1 projects.

The low bid was 29% below the engineer's estimate of \$9,500,000. The difference between the low bid and engineer's estimate appears to be due to favorable bids for water main and water service construction, trench dewatering, and street pavement restoration.

The proposed projects include construction of new, 8-inch PVC water mains, water services, fire hydrants, and the removal and abandonment of existing 14-inch and 16-inch water mains for the Balboa Peninsula community at the Balboa Fire Station and Library development.

Work necessary to complete this contract also includes installation of new water valves, installation of fittings and connections to existing water mains, pavement restoration, restriping, traffic control, and other appurtenant work as required by the contract.

This water main construction will require alley and street closures and traffic detours. The contractor will be required to keep cross traffic flowing at all times.

A detailed schedule will be prepared by the contractor following project award, which can be adjusted to address the concerns of area businesses and residents. Project phasing has been developed to minimize impacts to the community. For example, no work will be allowed on the Balboa Peninsula during the summer season to minimize traffic disruptions. Work on the Peninsula will begin in October and have a target completion of May 15, 2026.

Pursuant to the contract specifications, the contractor will have 400 consecutive working days to complete the work, following the Notice to Proceed. Work is scheduled to start in October 2025 on the Balboa Peninsula, followed by work in the Shorecliff community and then East Irvine Terrace.

The project plans and specifications will be available for review at the September 9, 2025 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> |
|-------------------------------------|-----------------------|------------------------|
| Water Capital Distribution & Piping | 70201931-980000-26W12 | \$ 8,238,323.00 |

Proposed fund uses are as follows:

| <u>Vendor</u> | <u>Purpose</u> | <u>Amount</u> |
|--------------------|--------------------------|------------------------|
| T.E. Roberts, Inc. | Construction Contract | \$ 6,741,473.00 |
| T.E. Roberts, Inc. | Construction Contingency | \$ 1,350,000.00 |
| Geocon, Inc. | Materials Testing | \$ 144,850.00 |
| Various | Printing & Incidentals | \$ 2,000.00 |
| Total: | | \$ 8,238,323.00 |

Water Capital Distribution & Piping Funds generate revenue primarily through water rates collected from service users.

Staff recommends establishing \$1,350,000 (approximately 20% of total bid) for contingency purposes and unforeseen conditions associated with construction.

ENVIRONMENTAL REVIEW:

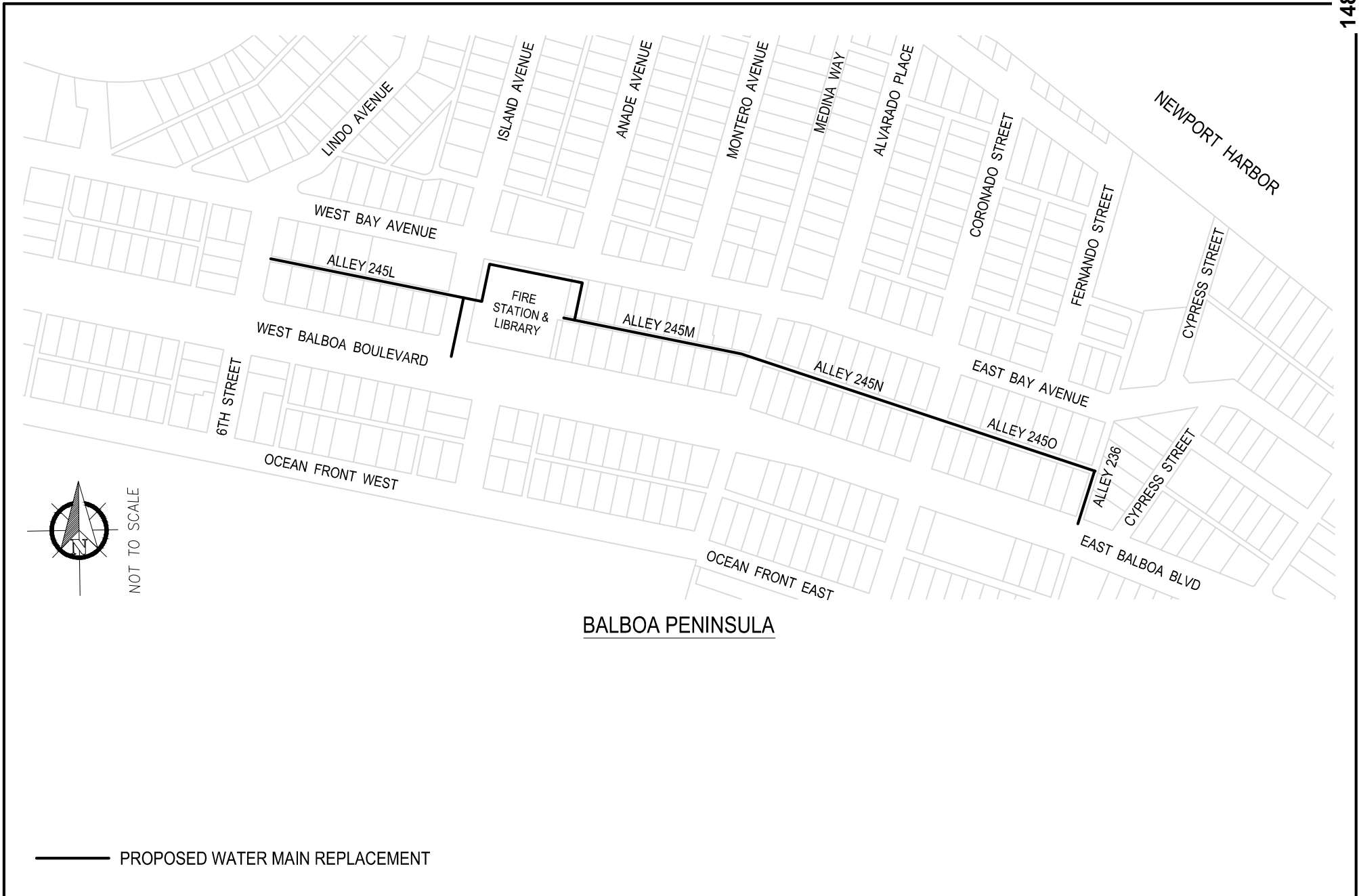
Staff recommends the City Council find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment.

NOTICING:

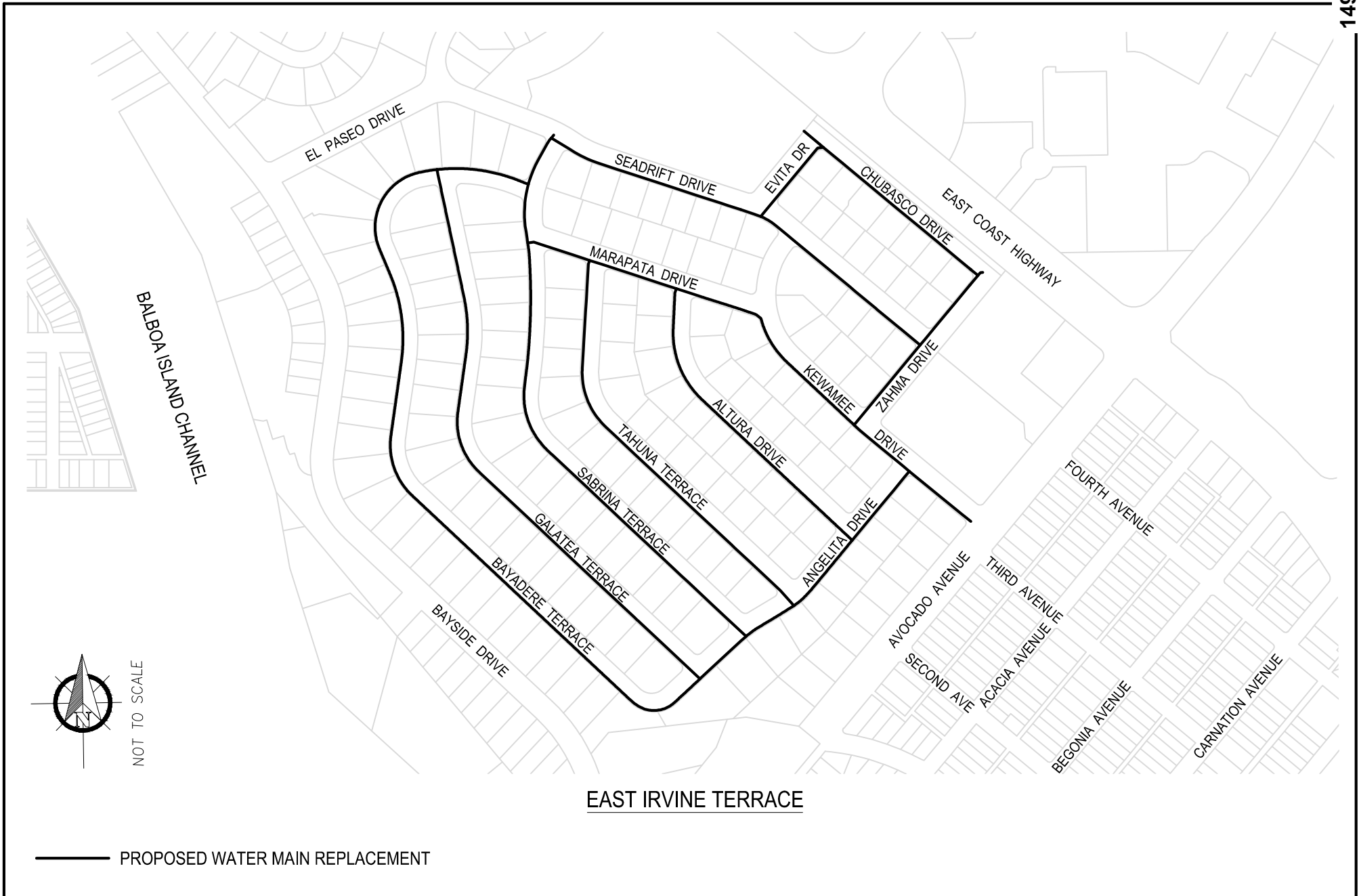
The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Location Maps



| | | | | |
|---|--|-------------------------|-------|----------|
| BALBOA PENINSULA WATER MAIN REPLACEMENT | | CITY OF NEWPORT BEACH | | |
| LOCATION MAP | | PUBLIC WORKS DEPARTMENT | | |
| | | C-9835-1 | 26W12 | 09/06/25 |



| | | | |
|--|--|-------------------------|----------|
| EAST IRVINE TERRACE WATER MAIN REPLACEMENT | | CITY OF NEWPORT BEACH | |
| LOCATION MAP | | PUBLIC WORKS DEPARTMENT | |
| | | C-9835-1 | 26W12 |
| | | | 09/06/25 |



SHORECLIFF COMMUNITY

— PROPOSED WATER MAIN REPLACEMENT

SHORECLIFF COMMUNITY
WATER SYSTEM IMPROVEMENTS PHASE 2

LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-9835-1

09/06/25



NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 12

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

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

TITLE: Balboa Island Water Main Replacement – Phase 3 & Shorecliff
Community Water System Improvements - Notice of Completion for
Contract No. 7173-3

ABSTRACT:

On October 24, 2023, the City Council awarded Contract No. 7173-3 for the Balboa Island Water Main Replacement – Phase 3 & Shorecliff Community Water System Improvements project to T.E. Roberts. The project replaced older, deteriorated water mains located on Balboa Island, on Little Balboa Island and in the Shorecliff community including building two new water pressure regulating stations. On May 14, 2024, City Council approved a budget amendment to increase the contract contingency to 65% of the contract award amount to include additional Shorecliff community improvements. The base contract and additional work are now complete and staff requests City Council acceptance and close out of the contract.

RECOMMENDATION:

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

DISCUSSION:

Overall Contract Cost/Time Summary

| Awarded Contract Amount | Final Total Contract Amount | Total Contract Change Amount | Percent Contract Cost Change |
|--|-----------------------------|------------------------------|------------------------------|
| \$3,470,899 | \$5,676,518.65 | \$2,205,619.65 | +63.5% |
| Allowed Contract Time + Approved Extensions (Days) = | | 593 | Actual Time Used (Days) 593 |

This project included the replacement of existing cast-iron water mains, the construction of new 6-inch and 8-inch PVC distribution mains, new water valves, fire hydrants and water services on Balboa Island and Little Balboa Island. For the Shorecliff community, the project consisted of the replacement of a short section of existing water main on Evening Canyon Road and Shorecliff Road, including the construction of new pressure regulating stations in the Shorecliff and Cameo Shores communities.

During construction, a request was made by the Shorecliff community to expand the scope of work due to several recent water main breaks. Staff agreed and additional water main replacement for all of Shorecliff Road and the remaining sections of pipe along Evening Canyon Road between Shorecliff Road and Seaward Road were added to the project after City Council provided the additional funding on May 14, 2024. The segment of pipe on Seaward Road between the new water pressure regulating station and Evening Canyon Road was also added. Additionally, more water main replacement work on Balboa Island was added to include replacement of undersized and deteriorated piping found in four alleyways that was interfering with planned utility underground construction for Assessment District No. 124.

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: | \$ 3,470,899.00 |
| Actual Cost of Bid Items Constructed: | \$ 3,400,771.49 |
| Total Change Orders: | <u>\$ 2,275,747.16</u> |
| Final Contract Cost: | \$5,676,518.65 |

The final total contract amount was \$5,676,518.65, which was approximately 63.5% higher than the original bid amount. This cost increase was primarily due to the above-mentioned additional work in the Shorecliff community. Other additional work included water valve replacement on Little Balboa Island for deteriorated valves and lining of the existing 12-inch transmission main in the harbor between the Fun Zone on the Balboa Peninsula and Balboa Island.

A summary of the project schedule milestones is as follows:

| | |
|--|-------------------|
| Estimated Start of Construction per Annual Baseline Schedule | December 4, 2023 |
| Actual Start of Construction Per Notice to Proceed | November 14, 2023 |
| Estimated Completion per Annual Baseline Schedule | August 7, 2024 |
| Substantial Completion Date Inclusive of Extra Work | June 19, 2025 |

During construction of the planned water main replacements for the project, it was necessary to alter and revise the schedule to accommodate the added water main improvements for the Shorecliff community, Balboa Island and Balboa Peninsula. Consequently, 418 additional working days were granted to complete the work which was substantially completed to the satisfaction of the Public Works Department by June 19, 2025.

FISCAL IMPACT:

The Balboa Island Water Main Replacement – Phase 3 & Shorecliff Community Water System Improvements was included within the FY 2023-24 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> |
|-------------------------------------|-----------------------|------------------------|
| Water Capital Distribution & Piping | 70201931-980000-23W11 | \$ 3,074,155.98 |
| Water Capital Non-Master Plan | 70201932-980000-24W14 | \$ 2,602,362.67 |
| | Total: | \$ 5,676,518.65 |

ENVIRONMENTAL REVIEW:

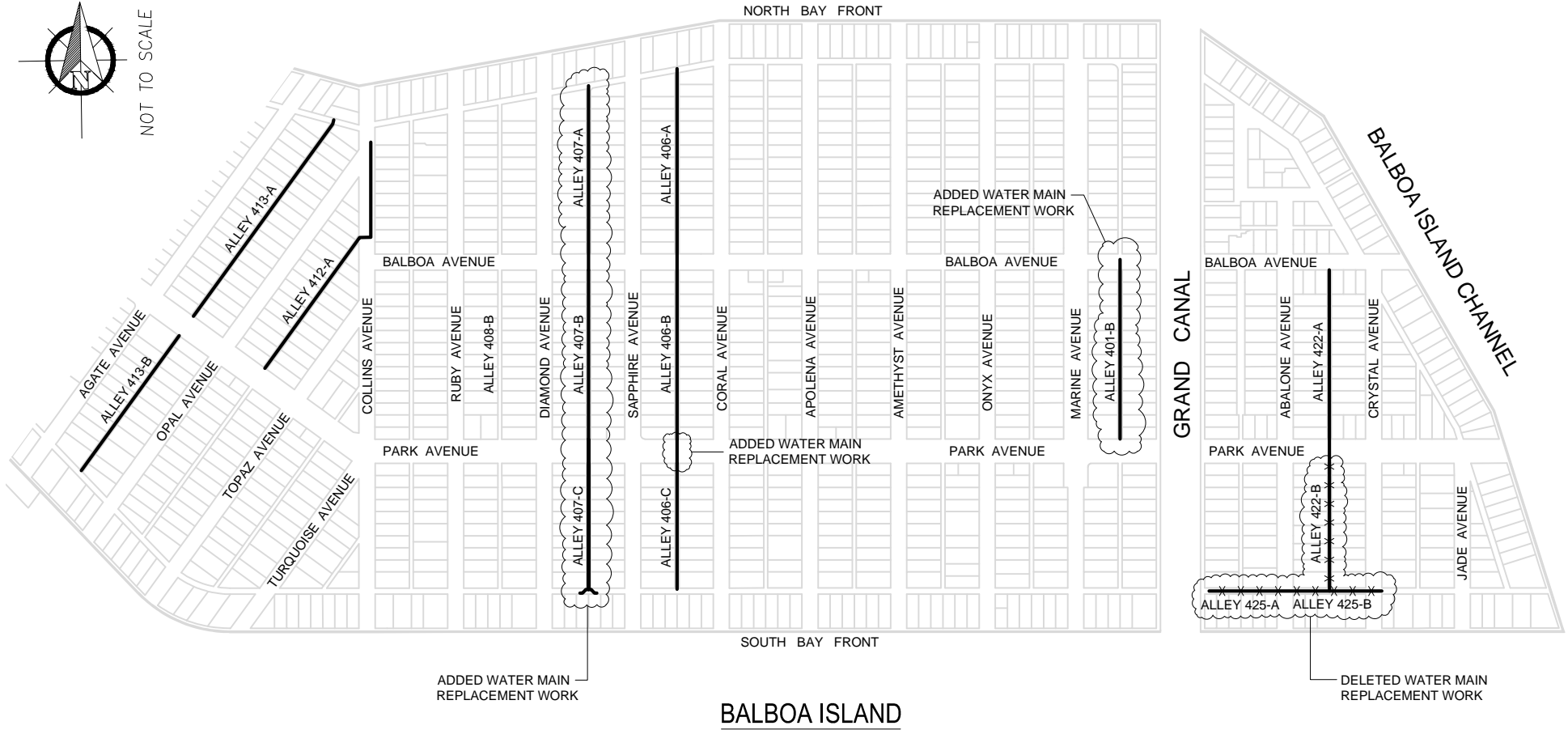
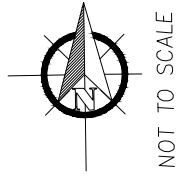
On October 24, 2023, the City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Class 2 Section 15302(c) (replacement of existing public facilities involving negligible or no expansion of capacity) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment..

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 Maps



BALBOA ISLAND WATER MAIN REPLACEMENT - PHASE 3 &
SHORECLIFF COMMUNITY WATER SYSTEM IMPROVEMENTS

LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-7173-3

23W11 & 24W14

09/09/25



— WATER MAIN REPLACEMENT
○ PROPOSED WATER PRESSURE REGULATING VAULT

BALBOA ISLAND WATER MAIN REPLACEMENT - PHASE 3 &
SHORECLIFF COMMUNITY WATER SYSTEM IMPROVEMENTS

LOCATION MAP

| | | |
|--|---------------|----------|
| CITY OF NEWPORT BEACH PUBLIC WORKS DEPARTMENT | | |
| C-7173-3 | 23W11 & 24W14 | 09/09/25 |



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
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: Kevin Pekar, Parks & Trees Superintendent - 949-644-3069,
kpekar@newportbeachca.gov

TITLE: Request to Waive City Council Policy G-6 for Alternate Palm and Tree Species at the Sherman Library and Gardens (2647 East Coast Highway)

ABSTRACT:

Sherman Library and Gardens (Sherman Gardens) in Corona del Mar approached the City of Newport Beach with a landscape beautification plan that included the City rights-of-way surrounding the property at 2647 East Coast Highway. The plan includes removal and replacement of City street trees on East Coast Highway, of which the specific replacement tree species required are identified in City Council Policy G-6 - *Maintenance and Planting of Parkway Trees* (Policy G-6). Staff recommends the City Council approve a waiver to Policy G-6 for alternate palm and tree species as part of the Sherman Gardens renovation plan.

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 a waiver of City Council Policy G-6 – *Maintenance and Planting of Parkway Trees* for alternate palm and tree species in the City rights-of-way at Sherman Gardens (2647 East Coast Highway).

DISCUSSION:

Sherman Gardens has begun planning renovations to its property. Part of the renovations involve altering and beautifying the surrounding property, including the City rights-of-way on East Coast Highway and Fernleaf Avenue. On the East Coast Highway frontage, plans call for the removal of 13 City street trees, comprised of seven king palms (*Archontophoenix cunninghamiana*) and six orchid trees (*Bauhinia variegata*). The planned replacement tree species are 11 strawberry trees (*Arbutus unedo*) and two Mexican blue palms (*Brahea armata*), positioned on either side of the bell tower. On the Fernleaf Avenue frontage there are currently no City street trees, and the plan proposes three new catalina ironwood trees (*Lyonothamnus floribundus*).

City staff reviewed the plans and found that a stipulation in Policy G-6 designated the tree species on the East Coast Highway frontage as king palm and purple orchid. There are no designated tree species on Fernleaf Avenue. Staff is comfortable with the proposed alternate species on East Coast Highway as they are reliable tree species in other areas of the city. However, staff called out that the new trees on East Coast Highway need to be of sufficient size, namely single trunk Mexican blue palms of at least 10-foot brown trunk height (BTH) and strawberry trees at a minimum of 36-inch box size, to provide for necessary pedestrian clearances. Sherman Gardens agreed with staff's specifications, but asked if the Mexican blue palms were unavailable, they could use similarly sized Cuban royal (*Roystonea regia*), Kentia (*Howea forsteriana*), or king palms. These alternatives too were acceptable to staff. Thus, staff recommends City Council approval of a waiver to Policy G-6 for requested alternate palm and tree species as part of the Sherman Gardens renovation plan.

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).



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 14

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Mark Vukojevic, Utilities Director - 949-644-3011,
mvukojevic@newportbeachca.gov

PREPARED BY: Joshua Rosenbaum, Senior Management Analyst - 949-644-3057,
jrosenbaum@newportbeachca.gov

TITLE: Approval of On-Call Service Agreements for Streetlight Electrical
Repair Services with Yunex LLC and Bear Electrical Solutions LLC

ABSTRACT:

The Utilities Department utilizes specialty on-call contractors for streetlight electrical repairs. As needed, contractors assist staff in providing after hours and emergency response, including for the restoration and replacement of knocked down streetlight poles and equipment. Following a competitive bidding process, staff recommends City Council approval of a five-year agreement with both Yunex LLC and Bear Electrical Solutions, LLC, for on-call streetlight electrical repair 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 On-Call Maintenance and Repair Services Agreement with Yunex LLC for a term of five years and a total contract compensation amount of \$1,500,000, and authorize the Mayor and City Clerk to execute the agreement; and
- c) Approve On-Call Maintenance and Repair Services Agreement with Bear Electrical Solutions LLC for a term of five years and a total contract compensation amount of \$1,000,000, and authorize the Mayor and City Clerk to execute the agreement.

DISCUSSION:

The Utilities Department maintains the City of Newport Beach's 6,000 streetlights and 700 other City-owned lighting fixtures. These fixtures include bollards, park lights, parking lot lights, tree lights/uplighting and beach floodlights. The department manages these assets through a combination of resources, including Utilities Department staff, a contract service provider for maintenance and repairs, and another contractor for emergency services such as nighttime knockdowns. Additionally, the Public Works Department's annual Capital Improvement Program regularly includes streetlight replacements and upgrades to the system.

This particular contract is for on-call, after-hours response where staff-directed contractors mobilize crews and heavy equipment for complex or emergency situations. This is similar to the contract utilized by the Public Works Department for after-hours traffic signal emergencies. The services include handling high-voltage electrical systems such as service cabinets, circuits and streetlight poles. A typical scenario involves emergency response to a streetlight pole knockdown that occurs after hours. Staff directs the contractor to mobilize a crew and heavy equipment to remove the damaged street light debris, de-energize the circuits, and secure the area. In the following days, City staff and the contractor schedule the replacement and permanent installation of the foundation, circuitry and new streetlight pole. In FY2024-25, there were 20 streetlight poles that were replaced due to vehicular accidents. If there is a responsible party, staff also sends an invoice to the driver or the driver's insurance company in an effort to recover the City's costs.

The Utilities Department entered into an agreement for this type of on-call streetlight electrical repair services with Siemens Industry in 2017. The agreement was extended and assigned to Yunex, LLC in recent years. With the existing agreement's contract term near expiration, the Utilities and Finance Departments jointly issued a Request for Proposals (RFP).

On June 12, 2025, the City posted RFP 25-51 for On-Call Streetlight Electrical Repair Services on the City's PlanetBids portal with proposals due July 10, 2025. The proposers were required to demonstrate previous experience of similar scope, possess proper qualifications, training and certifications, including a C-10 Electrical contractor license to work with high voltage streetlights; and submit hourly rates for labor and equipment.

Evaluation criteria weighed technical qualifications and experience at 75% and cost proposals at 25%. A three-member review panel evaluated the submissions. Of the three proposals received, two achieved technical scores of 70% or higher and advanced to the cost analysis stage, consistent with City procurement procedures.

The proposals ranked as follows:

| PROPOSER | TECHNICAL SCORE (MAX 2,250) | COST RATIO SCORE MAX 750 (Sample Project Cost) | TOTAL SCORE (MAX 3,000) | OVERALL RANK |
|----------------------------|--|---|--|-------------------------|
| YUNEX LLC | 2,225 | 750 | 2,975 | 1 |
| BEAR ELECTRICAL | 2,175 | 742 | 2,917 | 2 |

Both Yunex and Bear Electrical Solutions received high technical scores and submitted competitive cost proposals. Yunex is the City's current provider for on-call streetlight electrical repair services, responding to emergencies and as-needed work. Bear Electrical Solutions is the current contractor for the Citywide Streetlight Maintenance program,

performing as-directed maintenance and repairs. Utilities staff is highly satisfied with the performance of both firms and believes engaging two qualified, reliable contractors will enhance the City's ability to respond effectively to both routine and emergency streetlight needs.

Accordingly, staff recommends City Council approval of service agreements with both firms. Yunex, which received the highest proposal score, is recommended for a five-year agreement with a not-to-exceed amount of \$1.5 million. Bear Electrical Solutions is recommended for a five-year agreement with a not-to-exceed amount of \$1.0 million.

FISCAL IMPACT:

The adopted budget includes sufficient funding for on-call streetlight electrical repair services. Expenses will be charged to the General Fund Streetlight program accounts in the Utilities Department, 0109063-811017 Services Contract or 0109063-851037 Maintenance & Repair NOC.

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 – Agreement with Yunex LLC
Attachment B – Agreement with Bear Electrical Solutions LLC

ATTACHMENT A

ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH YUNEX LLC FOR ON-CALL STREETLIGHT ELECTRICAL REPAIR SERVICES

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and YUNEX LLC, a Delaware corporation ("Contractor"), whose address with the California Secretary of State is: 9225 Bee Cave Road, Austin, Texas 78733, with a mailing address of: 9225 Bee Cave Road, Bldg B, Suite 201, Austin, Texas 78733, 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 Contractor to perform on-call maintenance and/or repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on August 31, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

- 2.1.1 A detailed description of the Services to be provided;

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

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

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

3. TIME OF PERFORMANCE

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

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor'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 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) 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 Contractor's control.

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

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("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 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.

4.3 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee 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 Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

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

4.5 Contractor 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 Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

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 Robert Paquette 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.

5.2 Contractor, 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. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Utilities Department. City's Utilities Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, 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 Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the 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, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor 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 Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor 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 Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor 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 Contractor 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 Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, 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).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor 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 Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, 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 Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor 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 Contractor on the Project.

12. CITY POLICY

Contractor 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

Contractor 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 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 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. BONDING

15.1 For any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit D which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit E which is incorporated herein by this reference.

15.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with City's approval of any Letter Proposal over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

16. PREVAILING WAGES

16.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

16.2 Unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently

registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

17. 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 Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. 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.

18. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor 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.

19. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, 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 Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

20. 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.

21. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor 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 Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor 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 Contractor under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Contractor 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. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Contractor 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., Contractor 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. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor'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 Contractor to City shall be addressed to City at:

Attn: Utilities Manager
Utilities Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Michael Hutchens
Yunex LLC
9225 Bee Cave Road, Bldg B, Suite 201
Austin, Texas 78733

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor'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 Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Contractor/Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the 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 Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor 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. LABOR

28.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

28.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

28.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

28.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

29. STANDARD PROVISIONS

29.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

29.2 Compliance with all Laws. Contractor 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 Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

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

Date: 8/20/25

By: Jose Montoya for
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONTRACTOR: YUNEX LLC, a

Delaware corporation

Date: _____

By: _____
Marshall Cheek
President & Managing Director

Date: _____

By: _____
Dirk Rauber
Vice President & Managing Director
Finance

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements
 Exhibit D – Labor and Materials Payment Bond
 Exhibit E – Faithful Performance Bond

EXHIBIT A

SCOPE OF SERVICES

OBJECTIVE

Contractor shall provide the following services to the City, under the direction of the Utilities Department, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis.

MINIMUM QUALIFICATIONS

- At least five (5) years of experience delivering professional streetlight maintenance and emergency and on-call supplemental repair services as directed by the City.
- Contractor shall always maintain a C-10 Electrical contractor's license for the duration of the agreement.
- Contractor's assigned staff shall have the necessary training to work with high voltage series streetlights.

DESCRIPTION

Contractor shall furnish all labor, tools, expendable equipment, materials, and transportation services necessary to perform the services described herein including, but not limited to, the following:

- Removal of knocked down streetlight poles, including pole replacement and streetlight foundations;
- Repairs to electrical boxes, lens hanging from poles, line tracing, exposed wires;
- Conduit repair, new conduit installation, pulling wire and setting of pull boxes;
- Electrical troubleshooting and repairs to City maintained lights including streetlights, bollards, parking lot poles, park facility lighting and beach flood lights;
- Repair or replacement of materials due to collision, mischief, and/or acts of nature;
- Contractor must be able to completely and to safely secure **any** electrical hazard including high voltage series streetlights (less than 6,000 volts).

GENERAL REQUIREMENTS

Contractor shall perform the following services in compliance with the City of Newport Beach standards and specifications as directed by City.

- Contractor shall eliminate any electrical hazard, including but not limited to, high voltage series streetlights less than 6,000 Volts;
- Contractor shall set a concrete pull box with lid on any exposed wires that cannot be contained in their original structures;
- Contractor shall clear any heavy, downed or leaning light pole or poles. Light poles shall be cleared from obstructing traffic, roadways, & pedestrian passage on sidewalks. Barricades and caution tape shall be placed over any debris left at the scene. Relevant safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction (Green Book)

and the Work Area Traffic Control Handbook (WATCH) in their most current editions;

- Contractor will arrange for any complicated traffic control plans required and performed. Plans will be submitted prior to installation and reviewed by City representative;
- Contractor shall notify the City representative when crews are on-site and finished for the day;
- Contractor shall notify the City representative as soon as possible or at the beginning of the next work shift reporting what has been done;
- Contractor shall provide a 24-hour phone number, which shall be made available to City emergency personnel. Contractor shall notify the City immediately if any additional problems or abnormalities that may exist during a response;
- If additional problems or abnormalities exist during the response contact the City representative immediately;
- Upon completion of the agreement a detailed inventory of all lights in the city including location, pole type, wattage, etc. will be provided to the contractor.

EMERGENCY REPAIR SERVICES

Contractor shall be available for same day response, including after-hours, weekends, and holidays.

- After-hours refers to Monday through Thursday 4:30pm to 7:00am
- Weekends begin at 3:30pm Friday to 7:00am Monday.
- Contractor shall respond on site to all streetlight emergencies within one (1) hour or less from the initial call from the City. Work shall be completed as soon as possible.
- Holidays shall be based on the list of Federal Holidays, and are listed below:
 - New Year's Day
 - Martin Luther King, Jr's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Memorial Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day

QUALITY OF WORK AND MATERIALS

Unless otherwise specified by the Project Administrator or his/her designee, all usable material removed and/or replaced in the course of repairs shall be the property of the City. All debris from pole knockdowns/removals shall be disposed of by the contractor unless specified by the City's representative at the time of the incident.

WORKMANSHIP AND SUPERVISION

Contractor shall designate a Project Manager to serve as the main contact for the Contractor throughout the project. The Project Manager shall have the authority to handle and resolve any contract disputes with the City and be experienced in supervising streetlight maintenance.

All work shall meet with the approval of the City's designated Project Administrator. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor's Project Manager and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

LICENSES & TRAINING

Contractor shall always maintain a C-10 Electrical contractor's license for the duration of the agreement. Contractor's assigned staff shall have the necessary training to work with high voltage series streetlights.

RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under the Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under the 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 Contractor under the Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor 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 Contractor under the Agreement.

CITY Geographic Information System (GIS) SYSTEM

Upon execution of the agreement, Contractor shall complete and submit all forms and applications, if any, mandated by the City, at its sole discretion, to gain authorized access to and utilize the City's GIS. This requirement is a prerequisite for any and all work performed by the Contractor that necessitates the use of the GIS System.

INVOICES

Invoices from Contractor shall contain information on work completed.

Work completed will be identified by City issued work order number, work completed, time to complete, and, if applicable, materials installed at cost plus markup.

CORRESPONDENCE

All correspondence shall be addressed to Utilities Manager, Utilities Department, City of Newport Beach, 949 West 16th Street, Newport Beach, California 92663.

SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance under the contract. All contractor employees shall be trained in and have access to a W.A.T.C.H. (Work Area Traffic Control Handbook) at all times.

Contractor's field personnel shall wear easily recognizable uniforms containing Contractor's name. Contractor shall be responsible for supplying all appropriate personal protective equipment including but not limited to safety vests, safety shoes and reflective vests.

Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his/her operations, shall be immediately reported to the City.

Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation.

Contractor's employees shall be trained in health and safety per CALOSHA requirements.

TYPES OF POLES AND FIXTURES

Contractor must have all standard industrial certifications required and demonstrate experience maintaining and repairing various pole and fixtures types including:

| Poles | Fixtures |
|---|--|
| 1212T 1214T 1316T 42D 42D DBL 42D OBS 45D 65D 65D DBL 68D 7003 J 7003 J DBL 7004 J 7004 J DBL AMERON AEGEAN AMERON JSL AMERON JSL DBL AMERON VICTORIAN IMPERIAL MANVILLE PUMCO 500 Bollards Various Cast Aluminum Various Cast Steel | High Pressure Sodium (35-400 watt, 120/240 volts) LED cobra head (including but not limited to GE, Philips, Leotech, Synergy) LED retrofit (including but not limited to GE, Philips, Truly Green) |

City will provide a detailed inventory of all lights in the city including location, pole type, wattage, etc., upon commencement of the agreement between City and Contractor.

EXHIBIT B

SCHEDULE OF BILLING RATES

**EXHIBIT B –
SCHEDULE OF BILLING RATES**

| <u>Standard Labor</u> | <u>Hourly Rate</u> | <u>Minimum Call Out Time</u> |
|--|---------------------------|-------------------------------------|
| Regular Work Hours | \$153.00 | 2.00 Hours |
| After-Hours | \$190.00 | 2.00 Hours |
| Weekends (*1 st 10 Hours on Saturday Only) | \$228.00 | 2.00 Hours |
| Holidays (* Saturdays – after 10 hours Holidays/Sundays: All Day) | \$228.00 | 2.00 Hours |
| Pole Knockdown Disposal Fee | \$95.00 (Disposal ONLY) | |
| Mobilization Fee/ Trip Charge | No Charge | |
| | | |
| <u>Equipment/Truck</u> | <u>Hourly Rate</u> | |
| Crew Truck | \$32.00 | |
| Boom Truck | \$36.00 | |
| Bucket Truck | \$36.00 | |
| Crane | \$65.00 | |
| | | |
| <u>Materials Markup</u> | 15% | |

The billing rates contained herein include all essentials necessary for the performance of the duties specified in the Scope of Work, including, but not limited to insurances, related equipment, traffic control and safety, etc.

** As defined by the DIR as pertains to Prevailing Wage*

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, 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 providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.

- B. General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary 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, 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 Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each accident.

D. 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.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess/umbrella liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as additional insureds under such policies.

- C. Primary and Non-Contributory. Contractor's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to City, its City Council, boards and commissions, officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. 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. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, 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. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving 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 Contract 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 Exhibit A 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 proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.
- 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 Contract, 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 Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the

handling of any such claim or claims if they are likely to involve City.

- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.
- J. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Work under this or any other Contract or agreement with City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.
- K. Maintenance of General Liability Coverage. Contractor agrees to maintain commercial general liability coverage for a period of ten (10) years after completion of the Project or to obtain coverage for completed operations liability for an equivalent period.

EXHIBIT D

CITY OF NEWPORT BEACH BOND NO. _____ LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of _____ Dollars (_____), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

***NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED***

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT E

**CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND**

The premium charges on this Bond is \$ _____, being at the rate of \$ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of _____ (_____) lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive

notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

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

Date: _____

By: _____

Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ATTACHMENT B

ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, LLC FOR STREETLIGHT ELECTRICAL REPAIR SERVICES

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and BEAR ELECTRICAL SOLUTIONS, LLC, a California limited liability company ("Contractor"), whose address is 1252 State Street, Alviso, CA 95002, 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 Contractor to perform on-call maintenance and/or repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on August 31, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

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

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

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

3. TIME OF PERFORMANCE

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

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor'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 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) 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 Contractor's control.

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

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Million Dollars and 00/100 (\$1,000,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("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 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.

4.3 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee 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 Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

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

4.5 Contractor 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 Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

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 Robert Asuncion 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.

5.2 Contractor, 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. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Utilities Department. City's Utilities Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, 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 Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the 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, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor 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 Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor 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 Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof and all persons and entities owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project and/or Services by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project and/or Services, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor 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 Contractor 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 Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, 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).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor 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 Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, 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 Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor 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 Contractor on the Project.

12. CITY POLICY

Contractor 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

Contractor 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 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 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. BONDING

15.1 For any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit D which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit E which is incorporated herein by this reference.

15.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with City's approval of any Letter Proposal over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

16. PREVAILING WAGES

16.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

16.2 Unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently

registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

17. 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 Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. 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.

18. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor 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.

19. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, 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 Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

20. 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.

21. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor 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 Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor 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 Contractor under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Contractor 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. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Contractor 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., Contractor 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. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor'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 Contractor to City shall be addressed to City at:

Attn: Utilities Manager
Utilities Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Robert Asuncion
Bear Electrical Solutions, LLC
1252 State Street
Alviso, CA 95002

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor'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 Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Contractor/Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the 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 Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor 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. LABOR

28.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

28.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

28.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

28.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

29. STANDARD PROVISIONS

29.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

29.2 Compliance with all Laws. Contractor 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 Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

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

Date: 8/26/2025

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney

By: _____
Joe Stapleton
Mayor

ATTEST:

Date: _____

**CONTRACTOR: BEAR ELECTRICAL
SOLUTIONS, LLC**, a California limited
liability company

Date: _____

By: _____
Molly Perry
Interim City Clerk

By: _____
Andrew Bader
President

Date: _____

By: _____
Trevor Riback
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements
 Exhibit D – Labor and Materials Payment Bond
 Exhibit E – Faithful Performance Bond

EXHIBIT A

SCOPE OF SERVICES

QUALITY OF WORK AND MATERIALS

Unless otherwise specified by the Project Administrator or his/her designee, all usable material removed and/or replaced in the course of repairs shall be the property of the City. All debris from pole knockdowns/removals shall be disposed of by the contractor unless specified by the City's representative at the time of the incident.

WORKMANSHIP AND SUPERVISION

Contractor shall designate a Project Manager to serve as the main contact for the Contractor throughout the project. The Project Manager shall have the authority to handle and resolve any contract disputes with the City and be experienced in supervising streetlight maintenance.

All work shall meet with the approval of the City's designated Project Administrator. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor's Project Manager and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

LICENSES & TRAINING

Contractor shall always maintain a C-10 Electrical contractor's license for the duration of the agreement. Contractor's assigned staff shall have the necessary training to work with high voltage series streetlights.

CITY Geographic Information System (GIS) SYSTEM

Upon execution of the agreement, Contractor shall complete and submit all forms and applications, if any, mandated by the City, at its sole discretion, to gain authorized access to and utilize the City's GIS. This requirement is a prerequisite for any and all work performed by the Contractor that necessitates the use of the GIS System.

CORRESPONDENCE

All correspondence shall be addressed to Utilities Manager, Utilities Department, City of Newport Beach, 949 West 16th Street, Newport Beach, California 92663.

SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance under the contract. All contractor employees shall be trained in and have access to a W.A.T.C.H. (Work Area Traffic Control Handbook) at all times.

Contractor's field personnel shall wear easily recognizable uniforms containing Contractor's name. Contractor shall be responsible for supplying all appropriate personal protective equipment including but not limited to safety vests, safety shoes and reflective vests.

SCOPE OF SERVICES

Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his/her operations, shall be immediately reported to the City.

Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation.

Contractor's employees shall be trained in health and safety per CALOSHA requirements.

TYPES OF POLES AND FIXTURES

Contractor must have all standard industrial certifications required and demonstrate experience maintaining and repairing various pole and fixtures types including:

| Poles | Fixtures |
|---|---|
| 1212T 1214T 1316T 42D 42D DBL 42D OBS 45D 65D 65D DBL 68D 7003 J 7003 J DBL 7004 J 7004 J DBL AMERON AEGEAN AMERON JSL AMERON JSL DBL AMERON VICTORIAN IMPERIAL MANVILLE PUMCO 500 Bollards Various Cast Aluminum Various Cast Steel | High Pressure Sodium (35-400 watt, 120/240 volts) LED cobra head (including but not limited to GE, Philips, Leotech, Synergy) LED retrofit (including but not limited to GE, Philips, Truly Green) |

City will provide a detailed inventory of all lights in the city including location, pole type, wattage, etc., upon commencement of the agreement between City and Contractor.

EXHIBIT B

SCHEDULE OF BILLING RATES

**EXHIBIT B –
SCHEDULE OF BILLING RATES**

| <u>Standard Labor</u> | <u>Hourly Rate</u> | <u>Minimum Call Out Time</u> |
|---------------------------------|---------------------------|-------------------------------------|
| Regular Work Hours | \$116.50 | 0.50 Hours |
| After-Hours | \$175.00 | 1.00 Hours |
| Weekends | \$195.00 | 2.00 Hours |
| Holidays | \$195.00 | 2.00 Hours |
| Pole Knockdown Disposal Fee | \$250.00 | |
| Mobilization Fee/ Trip Charge | No Charge | |
| | | |
| <u>Equipment/Truck</u> | <u>Hourly Rate</u> | |
| Crew Truck | \$15.00 | |
| Boom Truck | \$35.00 | |
| Bucket Truck | \$35.00 | |
| Crane | \$65.00 | |
| List Other Equipment As Needed: | | |
| Air Compressor/ Jackhammer | \$15.00 | |
| Scissor Lift | \$ COST OF RENTAL | |
| | | |
| <u>Materials Markup</u> | <u>10%</u> | |

The billing rates contained herein include all essentials necessary for the performance of the duties specified in the Scope of Work, including, but not limited to insurances, related equipment, traffic control and safety, etc.

No additional costs associated with having 1) Standby staff 2) 24/7/365 dispatch services 3) project management meetings and 4) storage of City-owned material

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, 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 providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.

- B. General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary 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, 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 Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each accident.
 - D. 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.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess/umbrella liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as additional insureds under such policies.
 - C. Primary and Non-Contributory. Contractor's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to

City, its City Council, boards and commissions, officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence of Insurance. 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. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, 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. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving 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 Contract 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 Exhibit A 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 proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.
- 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 Contract, 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 Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.
- J. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Work under this or any other Contract or agreement with City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.
- K. Maintenance of General Liability Coverage. Contractor agrees to maintain commercial general liability coverage for a period of ten (10) years after completion of the Project or to obtain coverage for completed operations liability for an equivalent period.

EXHIBIT D

CITY OF NEWPORT BEACH BOND NO. _____ LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of _____ Dollars (_____), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date:_____

By:_____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT E

**CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND**

The premium charges on this Bond is \$ _____, being at the rate of \$ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of _____ (_____) lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive

notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 15

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Lauren Wooding Whitlinger, Real Property Administrator - 949-644-3236, lwooding@newportbeachca.gov

TITLE: License Agreement with University of Southern California for
Operation of a Coastal Observation System at the Newport Pier

ABSTRACT:

Under a license agreement executed in 2012, the City of Newport Beach allowed the University of Southern California (USC) to install equipment related to a regional ocean observation system at the Newport Pier. The agreement has since expired and USC has requested to renew the terms of the agreement with the City. In addition, USC has requested to install additional equipment to modernize the system. For the City Council's consideration is a new License Agreement (License) (Attachment A) with USC for use of area under the deck of the Newport Pier for a term for 10 years, including a request to waive City Council Policy F-7, to charge less than fair market value rent.

RECOMMENDATIONS:

- a) Find this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) 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) Authorize the City Manager and City Clerk to execute the License Agreement between the City of Newport Beach and University of Southern California for operation of a coastal observation system on City of Newport Beach property, on the Newport Pier located at 1 Newport Pier, in a form substantially similar to the amendment attached to the staff report; and
- c) Approve a waiver of City Council Policy F-7 – Income and Other Property based on the findings contained in this staff report and the Agreement that charging less than fair market rent promotes the City's goals to provide essential or unique services to the public that cannot otherwise be provided if full market rates were charged.

DISCUSSION:

The Newport Pier (Pier) is located on the Balboa Peninsula at 21st Street and West Ocean Front. The City-owned pier projects over 1,000 linear feet into the Pacific Ocean from the historic McFadden Square. The end of the Pier, which was previously developed with a restaurant, includes an under-pier deck that provided utility access to the restaurant and an emergency access ramp for Newport Beach Lifeguard operations. With the significant length of the Pier, which extends several hundred feet beyond the average break point for waves, the location is ideal for monitoring nearshore underwater ocean activity.

History

In 2005, the University of California San Diego, a consortium member of the Southern California Coast Ocean Observations Systems (SCCOOS), partnered with the City to obtain access to install sensors underwater at the end of the Pier to collect data and measure ocean water temperature, salinity, pH, Oxygen, conductivity, chlorophyll, and water density and pressure. Three other ocean piers in Southern California gather the same information which is used to support ocean health and coastal-ocean water quality by coastal managers, agencies, researchers, and the general public. The data is available to the public via the SCCOOS website – <https://sccoos.org/autos/>. The City Council approved a new license agreement with University of California San Diego in January 2025, to allow for its continued use of the Pier for its monitoring equipment.

In 2012, the City approved a separate agreement with USC (Attachment B), also a member of SCCOOS, to allow installation of radio wave transmitters on the Pier, as part of a national network of high frequency radar sites. The radar data collected by USC is gathered together with 62 other sites in California and the western United States, as well as other parts of the country, and made available to the public by the National Oceanic and Atmospheric Administration (NOAA) on its website - <https://hfradar.ioos.us/hfrnet/>. The Pier site allows USC to monitor a radar coverage area as far north as Long Beach, west to part of Catalina Island, and south to San Clemente.

The data from the Pier and larger radar network is used by: the United States Coast Guard for search and rescue modeling and operations; by the California Office of Prevention and Response to determine how to deploy assets following an oil spill (e.g., the oil spill off Long Beach in 2021) or other hazardous materials release; by the NOAA for protection and restoration of coastal resources and to support ecosystem management of marine protected areas; by the Marine Exchange in San Pedro to assist with marina navigation; and, for special projects like working with the United States Olympic Sailing Team in advance of the 2028 Los Angeles Olympics.

USC requests to extend the term of its use of the Pier for 10 years and to modify its facility by installing a new coastal ocean dynamics applications radar (CODAR) antenna and equipment. The new antenna would serve to automatically calibrate the two older generation antennas existing at the Pier. City staff and USC have negotiated the terms of the License and submit it for the City Council's consideration.

City Council Policy F-7, Income and Other Property

Pursuant to City Council Policy F-7 – Income and Other Property (Policy) (Attachment C), when less than fair market value rent is received and a waiver is requested for recreational, charitable or other nonprofit purpose, the City may approve such request when the non-financial benefits justify not maximizing revenue from such property. In this case, staff believes the following findings can be made:

1. USC provides an essential or unique service to the community that cannot otherwise be provided if full market rates were charged; and
2. With the proposed consideration for the License at less than fair market value, the use promotes the City's goals to provide a public benefit to the community, is a marine-related service, and is of statewide benefit and may not otherwise be provided if full fair market value of the property was required.

License Agreement

Several key terms from the proposed License, for use of a portion of the under-Pier deck, are summarized below:

1. The term shall commence on September 9, 2025, and shall terminate the earlier of 10 years after completion of installation of the new equipment or June 30, 2035.
2. In lieu of payment of a license fee, USC shall provide to the City all information gathered by the equipment.
3. USC shall not interfere with the City's access to the under-pier deck and shall ensure it is maintained in a neat and clean manner. Additionally, USC shall ensure its equipment does not cause any direct or indirect interference with the City's communications equipment.
4. The license area will be accepted as-is and USC shall be responsible for the cost of all utility services necessary for the operation of its observation system.
5. USC shall obtain any permits or approvals necessary for the installation and operation of its equipment.
6. USC shall provide certificates of insurance to the satisfaction of the City's risk manager, naming the City as additional insured.

The License has been reviewed by the City Attorney's Office and has been approved as to form. USC has reviewed and approved the terms of the License.

FISCAL IMPACT:

There is no fiscal impact related to this item. Any utility reimbursements will be a pass-through of costs and will not result in a net revenue or expenditure to the City.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) 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.

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 – License Agreement
Attachment B – Previous License Agreement
Attachment C – City Council Policy F-7

Attachment A

License Agreement

**LICENSE AGREEMENT
COASTAL OBSERVATION SYSTEM
AT THE NEWPORT PIER**

This LICENSE AGREEMENT ("Agreement") is entered into between UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation on behalf of its Department of Biological Sciences ("USC") and the CITY OF NEWPORT BEACH a California municipal corporation and charter city ("City") on this the 9th day of September, 2025 ("Effective Date"). USC and City are each a "Party" and together the "Parties" to this Agreement.

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City is the owner of the Newport Pier, which extends into and over the water of the Pacific Ocean, at 1 Newport Pier Newport Beach, California 92661 ("Newport Pier"), as further depicted on Exhibit "A," which is attached hereto and incorporated herein by this reference.
- C. USC is a consortium member of the Southern California Coast Ocean Observations Systems ("SCCOOS"). SCCOOS collects and analyzes ocean current data by transmitting radio waves and reflecting them from the ocean's surface. USC desires to maintain such a radio wave transmitter on the Newport Pier.
- D. On August 1, 2012, City and USC entered into a License Agreement to use that certain portion of the Newport Pier, as further depicted in Exhibit "B" attached hereto and incorporated herein by this reference ("License Area") to allow USC to install a coastal ocean dynamics applications radar ("CODAR") radio wave transmitter and its related equipment, which have been operating since.
- E. On July 31, 2013, City and USC entered into an Amendment No. One to License Agreement ("Amendment No. 1") to reflect the City's agreement to provide electrical utility services to power to its facilities.
- F. USC desires to expand its facilities by installing a new CODAR antenna and related equipment that will serve to automatically calibrate the other two existing, older generation antenna as described and depicted in Exhibit C (collectively, the "Facilities"), attached hereto and incorporated herein by this reference in the License Area.

- G. The installation of the Facilities by USC is to facilitate research efforts for SCCOOS's ongoing ocean observing effort and is indefinite with reference to time. USC intends to operate the Facilities as long as there is adequate funding to support the infrastructure and personnel required to maintain the Facilities.
- H. City and USC desire to enter into this Agreement to memorialize USC's existing use of the License Area and to include in USC's use of the License Area the installation and operation of the Facilities, subject to the covenants and conditions set forth in this Agreement, on a non-exclusive basis, to facilitate additional and ongoing research efforts for SCCOOS.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LICENSE

1.1 City grants a non-exclusive license ("License") to USC for the Term of this Agreement, to use the License Area for the purpose specified in this Agreement in compliance with the terms of all governmental licenses, permits and approvals required by Federal, State or local governmental agencies.

1.2 All installation, operation, maintenance, and removal activities shall be at USC's sole cost and expense, including but not limited to the fees and costs associated with the permits and government approvals described in Section 3, pursuant to plans approved in advance in writing by the City, such approval not being unreasonably withheld, conditioned, or delayed.

1.3 USC shall at its sole cost and expense, comply with all applicable federal, state and/or local laws and regulations. The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and USC covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this Agreement.

1.4 Notwithstanding USC's construction and installation of the Facilities, it is the Parties' intention that USC's interest in the License Area and Newport Pier is restricted to this Agreement, and the City retains all rights, title and interest in the License Area and Newport Pier.

2. PURPOSE OF LICENSE

2.1 USC shall use the License Area for the sole purpose of constructing, installing, maintaining, securing and operating the Facilities, as further described in Exhibit C.

2.2 Construction, installation, operation, including maintenance and repair, and removal of the Facilities shall be at USC's sole expense. USC shall keep the Facilities free from hazards or risk to the public health, safety or welfare. USC shall provide twenty-four (24) hour telephone notice to the Public Works Department at (949) 270-8159 prior

to performing any maintenance or repair.

2.3 USC shall not make or permit to be made any alterations, additions or improvements to the License Area or Newport Pier, including but not limited to, painting, installation of lighting or decorations, or posting of any signs, lettering or advertising media of any type or any other visual displays, without the prior written consent of City, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, USC shall place warning signs on or about the Facilities in the manner required by federal, state or local law.

2.4 Use in Film, Television, and/or Advertising. USC may use portions of the License Area, Newport Pier, and surrounding areas for film, television production, advertising production, or other media vehicle only upon written approval from the City and in compliance with the Newport Beach Municipal Code.

3. TERM

The term of this Agreement shall commence upon the Effective Date and terminate ten (10) years after the Facilities first begin operation or on June 30, 2035, whichever occurs first ("Term"). Notwithstanding anything to the contrary in this Agreement, the License is for a temporary period of time and does not, and shall not, result in the permanent location of the Facilities on, in or about the License Area.

4. LICENSE FEE

The License is provided at no charge to USC. City is not charging a License Fee comparable to the open market or appraised value of the License Area because City finds that USC's use of the License Area provides an essential or unique service to the public. In lieu of a License Fee, USC shall provide to City as consideration for the License all information gathered from the Facilities, via a web link to a Newport Beach site specifically designated to the operation of the Facilities.

5. USE OF THE LICENSE AREA

5.1. USC shall not do, nor shall it permit anything to be done that may interfere with the accessibility of the License Area.

5.2. USC shall take all prudent action to protect the License Area, Newport Pier, and City equipment and facilities from any damage or injury caused by any activities by or on behalf of USC under this License or by the failure, deterioration, or collapse of the Facilities.

5.3. USC shall, at its sole cost and expense, continually maintain the Facilities in a first-class manner and keep the License Area neat, clean and free from graffiti, dirt and rubbish at all times. USC shall use an anti-graffiti coating on the Interpretive Signs, if any. Graffiti shall immediately be called in to the City's Graffiti Hotline at (949) 644-3333 for removal.

5.4. USC shall repair any damage to the License Area, to the extent such damage is caused by USC or USC Permittees. USC shall immediately notify City and the appropriate public safety agency (e.g., police and fire department) of any damage or injury caused by work under this License.

5.5. If USC fails to commence required maintenance or repairs of the License Area within three (3) business days after receipt of notice to do so, City may perform such work or have such work performed by others and USC shall reimburse City for all costs and expenses associated with such work within thirty (30) calendar days of receipt of invoice from City. With respect to the Interpretive Signs, if USC does not adequately maintain the Interpretive Sign(s) to City's satisfaction, USC shall remove the Interpretive Sign(s) upon written notice by City.

6. UTILITIES

6.1 If required by City, USC shall be responsible for the cost of all utility services necessary for the operation of the Facilities, and shall have such utilities installed and/or connected if already installed, and maintained at USC's sole cost and expense (along with all ongoing use charges). If required, USC shall obtain an encroachment permit from City's Public Works Department and submit plans for underground construction of any required utility lines to City for its review and approval prior to commencement of construction.

6.2 USC shall obtain electricity for the Facilities through a separate electrical meter with Southern California Edison, or USC may obtain electricity by tapping into City's power source at the Newport Pier at the License Area.

6.3 If required by City and USC uses City's power, USC shall pay to City a monthly fixed fee ("Utility Use Fee"), which shall initially be One Hundred Dollars (\$100.00). City, upon not less than thirty (30) days' notice to USC, may increase or decrease the Utility Use Fee commensurate with costs incurred by City for USC's use of City provided utilities, which shall be determined in City's sole and absolute discretion. Licensee agrees not to dispute the Utility Use Fee, either during the Term of the Agreement or at any time thereafter, however the increase or decrease in the Utility Use Fee shall not exceed the cost(s) actually incurred by City for Licensee's use of City provided power.

6.4 In the event that City redevelops the Newport Pier pursuant to Section 11, USC is aware that such redevelopment may interfere with the service of utilities to the License Area, and City shall not be responsible or liable for any lack of functionality or damages caused to the Facilities or their inability to collect data.

7. INTERFERENCE WITH CITY TELECOMMUNICATIONS

7.1 Operation of the Facilities shall at all times comply with all Federal Communications Commission ("FCC") requirements and shall not cause any direct or indirect interference with (a) the operation of City's own wireless communications facilities, including but not limited to public safety transmissions, police and fire

communications, water or sewer internal or external radio signals and communications, as they now exist or may from time-to-time hereafter exist ("City Equipment") or (b) public telecommunications such as cell phone or wireless internet use.

7.2 In the event of any interference with City's police and fire communications, USC shall work with the affected City Department to correct the interference within two (2) hours of City's written or telephone notice to USC. In the event of any interference with City Equipment other than police or fire communications, USC shall work with City to correct the interference within twenty-four (24) hours of City's written or telephone notice. If it is determined the interference is caused by the Facilities and if USC is unable to correct the interference to City's satisfaction, USC shall immediately cease operation of the Facilities until the cause of the interference is corrected to City's satisfaction.

7.3 Prior to making any changes to the frequency or operating conditions, USC shall submit plans for the proposed changes to City for its review and written approval. USC agrees to fund any studies either of the Parties deem necessary to ensure that any contemplated changes will be compatible with City Equipment. No frequency or operating condition changes shall occur prior to the City's written approval.

8. EMERGENCY SHUT OFF OF POWER

8.1 Emergency situations may require power to the Facilities to be immediately shut off, which may interfere with or temporarily terminate USC's use of the Facilities ("Emergency Situation"). City shall have the sole right to determine what constitutes an Emergency Situation. In case of an Emergency Situation and/or a case of frequency interference of any nature between City Equipment and the Facilities in a manner that threatens public health or safety, City shall have the right, without notice, to immediately shut off power to the Facilities and any other USC equipment located at the License Area for the duration of the Emergency Situation or frequency interference that threatens public health or safety. City shall not be responsible or liable for any damage, loss, claim or liability of any nature suffered as a result of any loss in use of the Facilities because of the power shut off due to an Emergency Situation and USC shall protect, defend, indemnify and hold City harmless for any such resulting damage, loss, claim or liability.

8.2 USC shall install a clearly marked and accessible master power "cut-off" switch on the Facilities.

8.3 Any power shut off by City pursuant to this Section is not intended to and shall not constitute a termination of this Agreement by either party, unless otherwise specifically stated in a notice of termination and USC accepts the risk of such power shut off. USC and City shall meet after the City determines that an emergency situation has ended to establish the time and manner in which power shall be restored.

9. ACCEPTANCE OF CONDITION OF LICENSE AREA

USC has conducted its own appropriate due diligence investigation of the License Area prior to its execution of this Agreement and accepts use of the License Area in an "AS IS" condition, with no warranty or representation, express or implied from the City as

to the physical condition of the License Area and/or any latent, patent, foreseeable and unforeseeable condition of the License Area, including its suitability for the use intended by USC. All persons entering the License Area under this Agreement do so at their own risk. USC expressly assumes all responsibility for the protection and security of the License Area, USC, USC's employees, volunteers, contractors, subcontractors, invitees, agents, or representatives (collectively, "USC Permittees"), and USC's property and equipment from any and all acts of any third party. To the best of City's knowledge, the License Area has not been used for generation, storage, treatment or disposal of "Hazardous Substances", as defined in this Agreement.

10. GOVERNMENT APPROVALS

10.1 USC shall, at its sole cost and expense, obtain a Building Permit from the City's Community Development Department, Building Division, and an Encroachment Permit from the City's Public Works Department.

10.2 USC shall obtain all other licenses, permits and approvals required by federal, state or local governmental agencies necessary for USC to construct, operate, repair and remove the Facilities in the License Area, including but not limited to California Coastal Commission approval, at USC's sole cost and expense. Prior to installation of the Facilities, if required by federal, state or local government agencies, USC must obtain a valid Coastal Development Permit or De Minimis Waiver. USC may not install the Facilities until a valid coastal development permit or other authorization has been issued by the California Coastal Commission, if required by such agency.

11. REDEVELOPMENT OF PROPERTY

If City's redevelopment of the Newport Pier or the License Area during the Term will materially interfere with USC's use of the License Area, then the Parties agree to terminate this Agreement. City shall provide USC with written notice of termination of this Agreement at least ninety (90) calendar days prior to the start of construction activity. City will make all best efforts to include space for Licensee to continue to operate the Facilities at the Newport Pier but cannot guarantee that space will be available.

12. RELOCATION

When requested by City, USC shall relocate the Facilities at its expense and shall have no right or claim for reimbursement or damages. Except in the event of an emergency or other situation requiring immediate relocation of the Facilities, City shall provide USC with not less than ninety (90) calendar days written notice of relocation specifying a date by which the relocation is to take place.

13. INSPECTION

City shall have the right to inspect the Facilities for compliance with the terms of this Agreement and with all applicable federal, state, City and local government regulations, at any time and without prior notice.

14. NO INTEREST IN PROPERTY

Nothing herein shall be deemed to create or to grant any lease, easement, or any possessory or other interest in the License Area, or any public right-of-way, other than a real property license to use and access the License Area, revocable and for the Term.

15. CITY RETENTION RIGHTS; RESERVATION OF RIGHTS

15.1 USC's right to use the License Area during the Term shall be subordinate and junior to the rights of City to use and occupy the License Area for any purpose that does not interfere with USC's use of the License Area as provided herein.

15.2 USC understands, acknowledges and agrees that any and all authorizations granted to USC under this Agreement are non-exclusive and shall remain subject to all prior and continuing regulatory and propriety rights and powers of City to regulate, govern and use City property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect the License Area and City property.

16. USC'S RETENTION OF TITLE

Title to the Facilities placed at the License Area by USC shall be held by USC or its equipment lessors, successors, or assigns. The Facilities shall not constitute or be considered fixtures. USC has the right to remove any or all of the Facilities at its sole expense at any time.

17. DEFAULT; REMEDIES

USC's failure to observe or perform any of the covenants, conditions, or terms of this Agreement, where such failure continues for a period of thirty (30) calendar days after City has provided written notice to USC, shall constitute a default and material breach of this Agreement. If more than thirty (30) days are required to perform any of the covenants, conditions, or terms of this Agreement, then USC shall not be in default or material breach of this Agreement if USC has commenced to cure such prospective default within the thirty (30) day period and diligently proceeds to completion. City may terminate this Agreement and USC's use of the License Area upon USC's failure to cure the default or breach. Such termination shall be effective upon City's providing written notice to USC.

18. ASSIGNMENT

All of the terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement and the rights and obligations of USC is personal to USC and shall not be assigned, transferred, or hypothecated (collectively referred to as "transferred"), in whole or in part, without the prior written consent of the City, which consent may be withheld in City's sole and absolute discretion for any reason or no reason at all. Any transfer of this Agreement or the License granted hereunder, voluntarily or by operation of law, shall

automatically terminate this Agreement, unless USC has obtained the prior written consent of City.

19. TAXES

USC shall pay any and all personal interest property taxes, real property taxes, possessory interest taxes, fees and assessments, or similar charges which may at any time be imposed or levied by any public entity and attributable to the License authorized herein. City hereby gives notice to USC, pursuant to Section 107.6 of the California Revenue and Taxation Code that this Agreement may create a possessory interest in and to the property of City, a tax-exempt public entity, the payment of which taxes shall be the sole obligation of USC.

20. SURRENDER

Upon expiration or termination of this Agreement, USC at its sole cost and expense shall within thirty (30) calendar days of written notice from City remove the Facilities, restore the License Area to the condition it was received in, less regular wear and tear, or to a condition satisfactory to and approved by City, and vacate the License Area. USC shall also leave the License Area free of Hazardous Substances, as required by Section 24. Should USC fail to restore the License Area to a condition described above, City may perform such work or have such work performed by others and USC shall reimburse City for all direct costs associated with such work upon receipt of an invoice for such costs. Any property USC fails to remove or abandons shall, at City's election, become City's property at expiration or termination. City shall owe no compensation to USC for any property it abandons, leaves behind, or fails to remove.

21. TERMINATION

This Agreement may be terminated by either Party, at any time, for any reason, with or without cause, by giving thirty (30) calendar days written notice to the other Party. Upon termination, USC shall comply with the surrender obligations of Section 20 above.

22. INDEMNIFICATION

22.1 Irrespective of any insurance carried by USC for the benefit of City, and to the fullest extent permitted by law, USC shall indemnify, defend, and hold harmless City, its elected or appointed officers, agents, officials, employees, and volunteers (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, California Coastal Commission enforcement actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim" and, collectively, "Claims"), but only in proportion to and to the extent such Claims are caused by or arises from USC's operations conducted under this Agreement or the implementation hereof and for any damages to property or injuries to persons, including accidental death, which may be

caused by any of USC's activities under this Agreement, whether such activities or performance thereof be (i) by USC, or (ii) USC's Permittees or agents and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnification obligation exists on in proportion and to the extent that the Claims result from the negligent or intentional acts or omissions of USC and USC's officers, employees, invitees, guests, and/or agents.

22.2 Notwithstanding the foregoing, nothing herein shall be construed to require USC to indemnify the Indemnified Parties from any Claim arising from the negligence or willful misconduct of the Indemnified Parties or by City's failure to comply with the terms and conditions of this Agreement. Nothing in this indemnity shall be construed as authorizing any award of attorney's 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 USC. This indemnity Section shall survive the termination or expiration of this Agreement.

23. INSURANCE

Without limiting USC's indemnification of City, and prior to undertaking any activity pursuant to the License, USC shall obtain, provide and maintain at its own expense during the Term policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit "D" and incorporated herein by reference.

24. HAZARDOUS SUBSTANCES

24.1 From the date of execution of this Agreement throughout the Term, USC shall not use, store, manufacture or maintain in, on, under, about or within the License Area or anywhere on the Newport Pier any Hazardous Substances except (i) in such quantities and types found customary in construction, repair, maintenance and operations of the Facilities, and (ii) petroleum and petroleum products contained within regularly operated motor vehicles. USC shall handle, store and dispose of all Hazardous Substances it brings onto the License Area or Newport Pier in accordance with applicable laws.

24.2 For purposes of this Agreement, the term "Hazardous Substance" means: (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California

Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Sections 13000 et seq., all as they, from time-to-time may be amended, (the above-cited statutes are here collectively referred to as "the Hazardous Substances Laws") or any other Federal, State or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory, including but not limited to negligence, trespass, intentional tort, nuisance, waste or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil; and (iv) asbestos.

24.3 Notwithstanding any contrary provision of this Agreement, and in addition to the indemnification duties of USC set forth in this Agreement, USC agrees to indemnify, defend with counsel reasonably acceptable to City, protect, and hold harmless the City, its elected or appointed officers, agents, officials, employees, volunteers and assigns from and against any and all losses, fines, penalties, claims, damages, judgments, or liabilities, including, but not limited to, any repair, cleanup, detoxification, or preparation and implementation of any remedial, response, closure or other plan of any kind or nature which the City, its elected or appointed officers, agents, officials, employees, volunteers, or assigns may sustain or incur or which may be imposed upon them in connection with the use of the License Area provided under this Agreement by USC, caused by or arising from the storage or deposit of Hazardous Substances on or under the License Area by USC. This Section is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 USC Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify City for any claim pursuant to the Hazardous Substance Laws or the common law.

24.4 City agrees that City will not, and will not authorize any third party to use, generate, store, or dispose of any Hazardous Substances on, under, about or within the License Area in violation of any law or regulation. City and USC each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or agreement contained in this Section. This Section shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, USC shall surrender and vacate the License Area and deliver possession thereof to City on or before the termination date free of any Hazardous Substances released into the environment at, on or under the License Area that are directly attributable to USC.

25. COMPLIANCE WITH LAWS

USC, at its sole cost and expense, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the Facilities and the License Area, or the use thereof, including all Americans with Disability Act requirements, applicable zoning ordinances, building codes and environmental laws. USC shall not occupy or use the Facilities and License Area or permit any portion of the Facilities and License Area to be occupied or used for any use or purpose that is unlawful in part or in whole, or deemed by City to be disreputable in any manner or extra hazardous on account of fire.

26. NOT AGENT OF CITY

Neither anything in this Agreement nor any acts of USC shall authorize USC or any of its employees, agents or contractors to act as agent, contractor, joint venture or employee of City for any purpose.

27. NO THIRD PARTY BENEFICIARIES

City and USC do not intend, by a provision of this Agreement, to create in any third party, any benefit or right owed by one Party, under the terms and conditions of this Agreement, to the other Party.

28. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

(a) To City:

City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
P.O. Box: 1768
Newport Beach, CA 92660

(b) To USC:

Attn: Matthew Ragan
University of Southern California
3616 Trousdale Pkwy
AHF 107
Los Angeles, CA 90089-0371

Phone: (213) 740-5153

(c) USC's emergency contacts:

| | |
|-----------------------|-----------------|
| Name: | Matthew Ragan |
| Title: | Project Manager |
| 24 hour phone number: | (949) 232-7202 |
| Email: | mragan@usc.edu |

29. CITY BUSINESS LICENSE

USC shall obtain and maintain during the duration of this Agreement, a City business license as required by the Newport Beach Municipal Code.

30. NO DAMAGES

USC acknowledges that City would not enter into this Agreement if it were to be liable for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) under, or relating to, this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, and CEQA documents. Accordingly, USC covenants and agrees on behalf of itself and its successors and assigns, not to sue City (either in its capacity as licensor in this Agreement or in its capacity as the City of Newport Beach) for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) or monetary relief for any breach of this Agreement by City or for any dispute, controversy, or issue between City and USC arising out of or connected with this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, CEQA documents, or any future amendments or enactments thereto, the Parties agreeing that declaratory relief, injunctive relief, mandate and specific performance shall be USC's sole and exclusive judicial remedies.

31. STANDARD PROVISIONS

31.1 Waiver. The waiver by either Party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either Party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

31.2 Integrated Agreement. 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 oral agreement or implied covenant shall be held to vary the provisions herein.

31.3 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement or any other attachments attached hereto, the terms of this Agreement shall govern.

31.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

31.5 Amendments. This Agreement may be modified or amended only by a written document executed by both USC and City and approved as to form by the City Attorney.

31.6 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

31.7 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

31.8 Equal Opportunity Employment. USC represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

31.9 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorney's fees.

31.10 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.

31.11 Time is of the essence for this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the dates indicated below.

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

Date: 8/15/25

By: Jose Montoya for
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
A California municipal corporation

Date: _____

By: _____
Grace K. Leung
City Manager

**USC: UNIVERSITY OF SOUTHERN
CALIFORNIA, a California nonprofit
public benefit corporation**

Date: _____

By: _____
Dr. Mark K. Todd
Vice Provost for Academic Operations

[END OF SIGNATURES]

Attachments: Exhibit A – Newport Pier Depiction
 Exhibit B – License Area and Facilities Description and Depiction
 Exhibit C – New Facilities Description and Depiction
 Exhibit D – Insurance Requirements

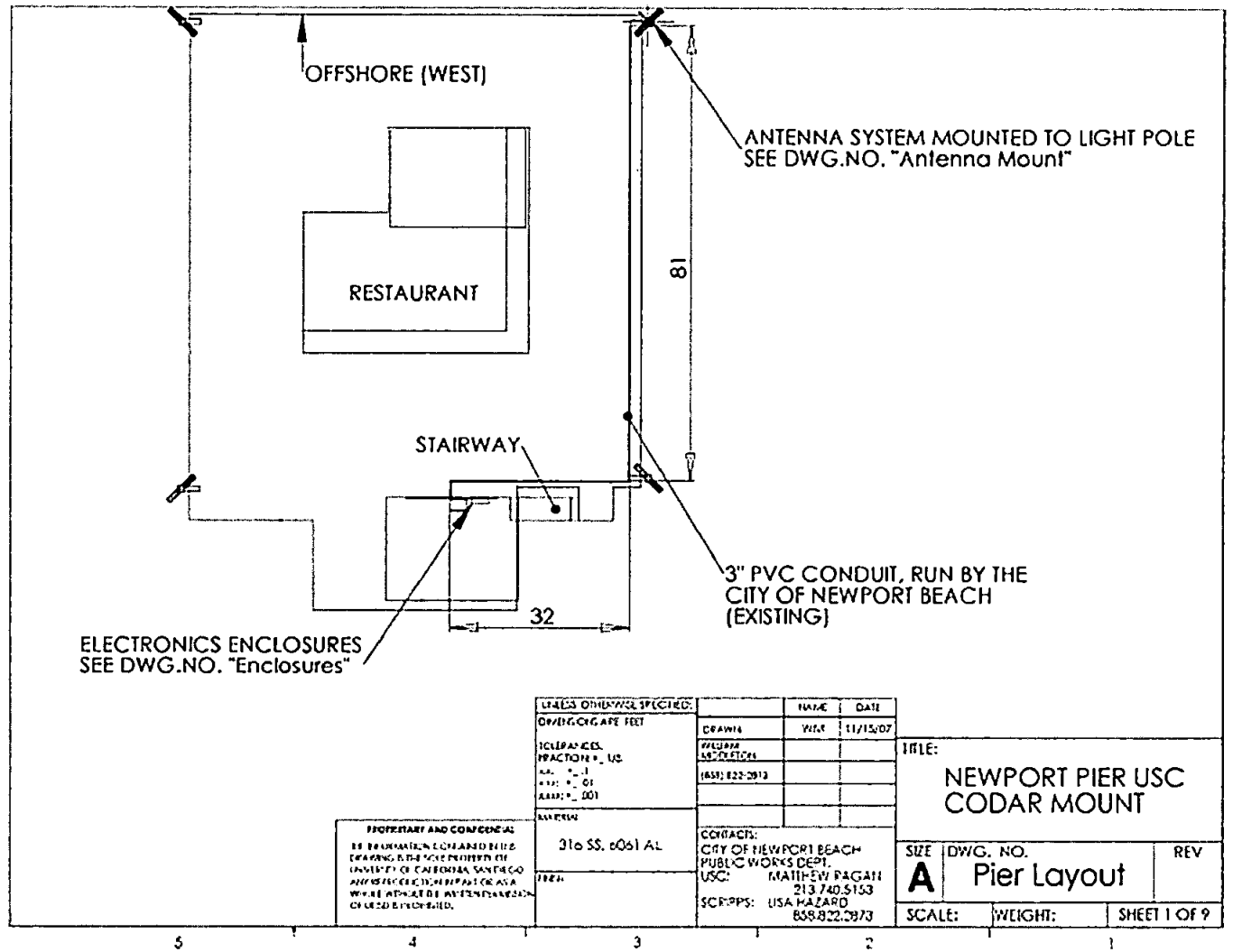
EXHIBIT A
NEWPORT PIER DEPICTION



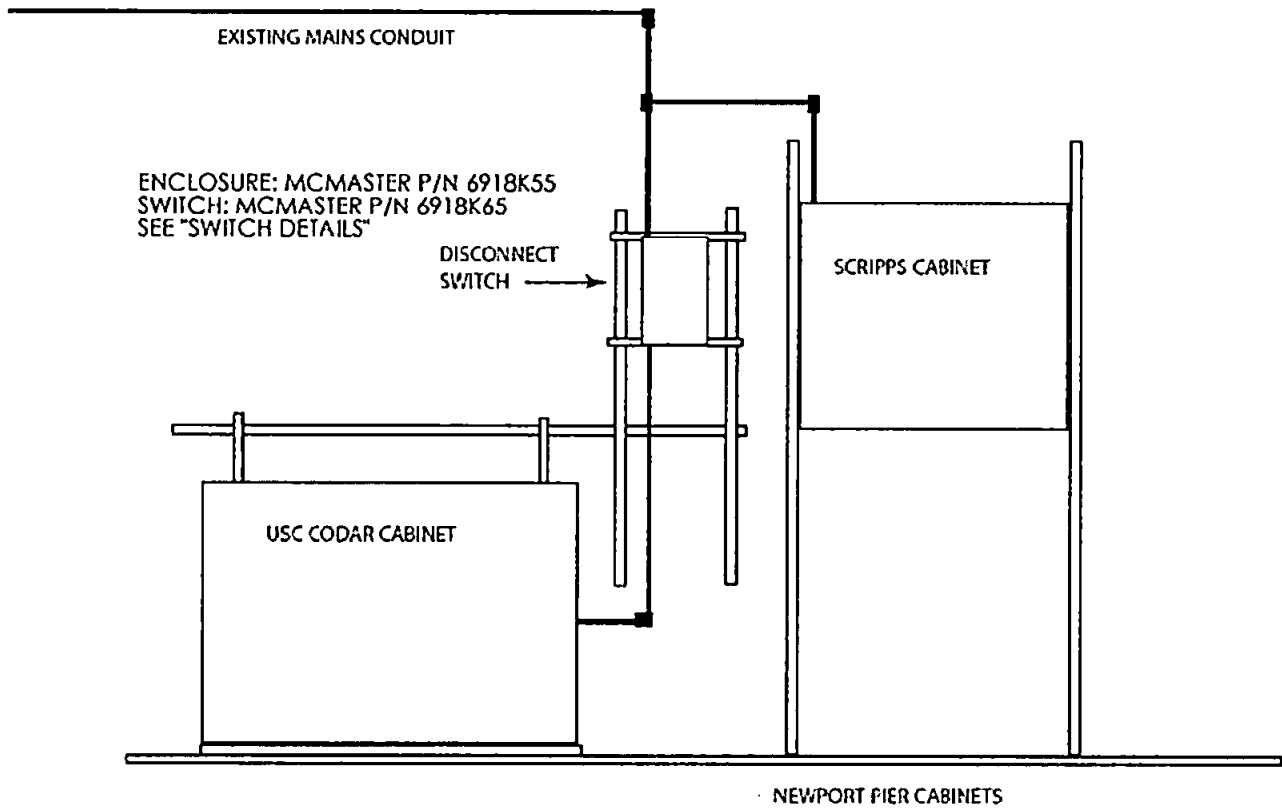
EXHIBIT B **LICENSE AREA AND FACILITIES DESCRIPTION AND DEPICTION**

LICENSE AREA:

Drawing depicting the License Area from above the Newport Pier, showing the location of the antennae and conduit that run from the antennae to the enclosure under the pier:

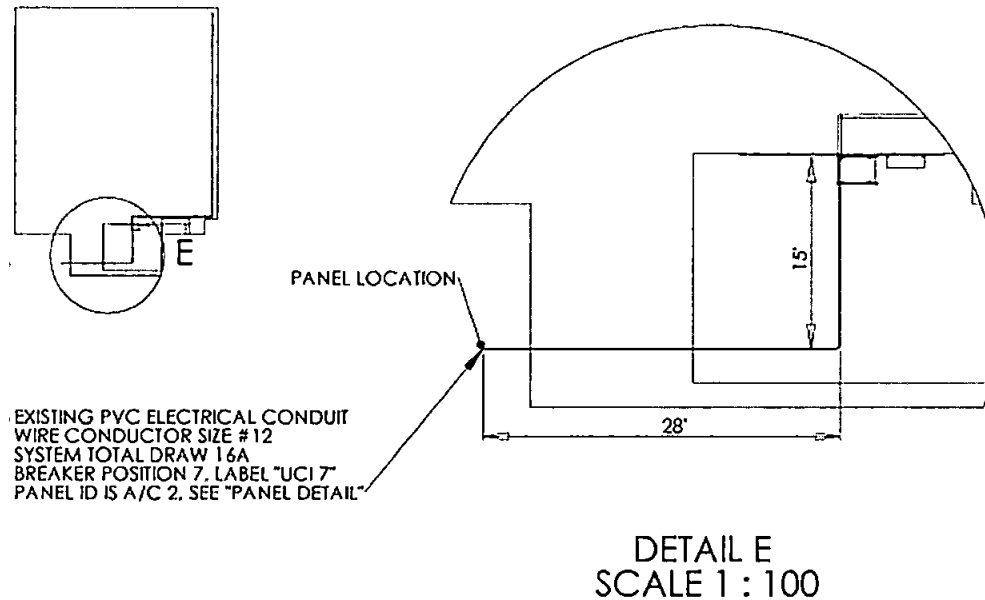


Drawing depicting the License Area from below the Newport Pier:



2. Drawing detailing the location of the electrical panel and conduit which runs under the Newport Pier (above the boat ramp) to the License Area:

ELECTRICAL CONDUIT DETAIL



Conduit runs from the corner of the Newport Pier where the antennae are located to the stainless-steel enclosure which contain the cables to the antennae.

Conduit runs from the utility closet to the stainless-steel enclosure above the boat ramp under the pier, which contains the power to the system.

Cables run from the location of the small antennae behind the utility closet to the stainless-steel enclosure, which are for GPS and cell phone communication for data transmission. USC will add one (1) additional antenna that will be used for auto calibrating the antennae.

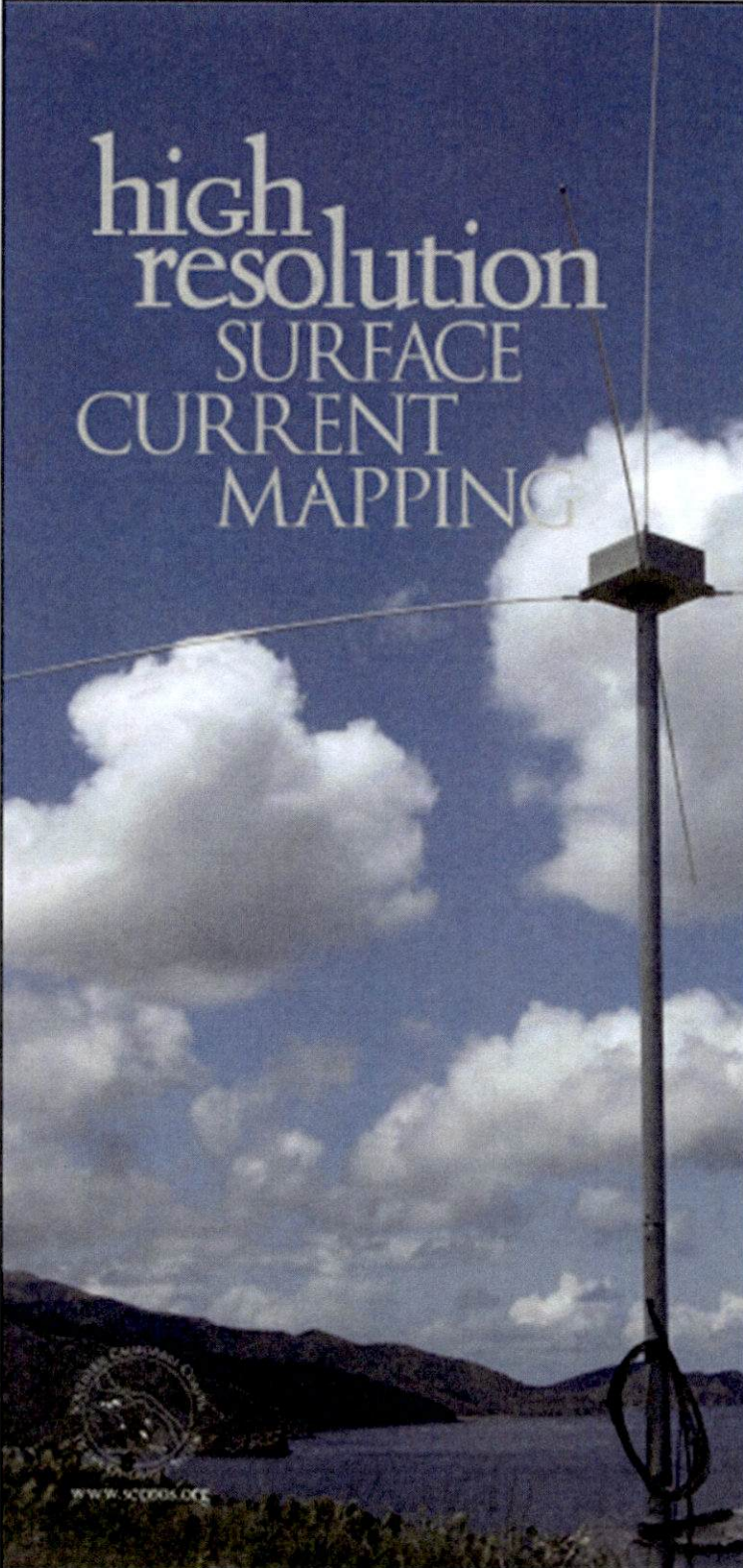
3. Photograph depicting current Facilities under the Newport Pier:



4. Photograph from the side of the Newport Pier behind the utility closet, showing two (2) currently installed small antennae where USC plans to add a third (3rd) additional antenna:



5. Facility specifications for CODAR antennae:



high
resolution
SURFACE
CURRENT
MAPPING

radio antenna specifications
(quantity 1 antenna)

transmit/receive antenna

- One 8' vertical element located at 12'
- Four 4' radial elements located at 12'
- 12' high
- Antenna mast support via guy wires

weather-proof enclosure

- Typical footprint: 36" h x 24" w x 38" d
- Requires ~1000 watts AC
- Network connection desirable

ideal installation conditions

- Close to ocean
less than 500 feet from water's edge
- Wide field of view (180° up to 360°)
- Area relatively clear of obstructions
power lines, antennas, large metal objects
- AC power available

signal specifications

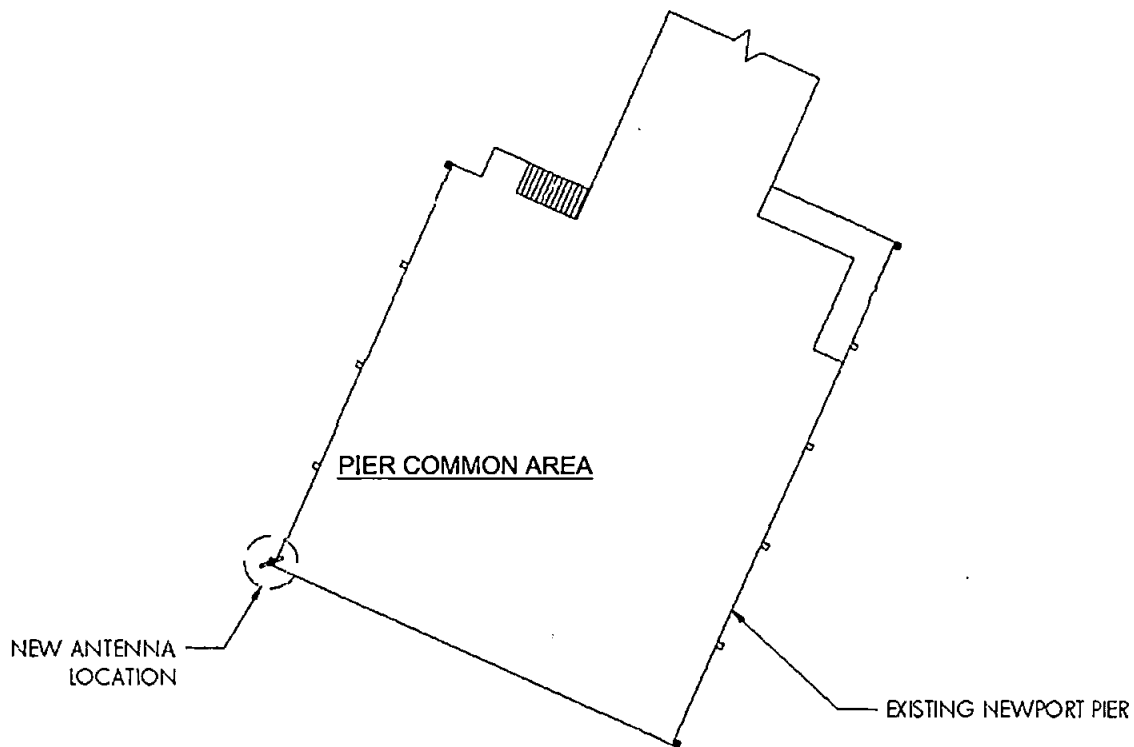
- Output Transmit Power: 80W peak,
40W average
- Operating Frequency: 24-27 MHz
- Modulation Format:
Pulsed Sweep Frequency: CW
- Pulse Repetition Frequency: 4-8 kHz
- Duty Factor: 50%
- Sweep Width: 150-500 kHz (typical)
- Total Signal Bandwidth: 160-510 kHz
(at -20dB level)
- Polarization: Vertical
- Coverage Angle: 360°

USC COMBUSTION COLLEGE
WWW.USC0006.COE

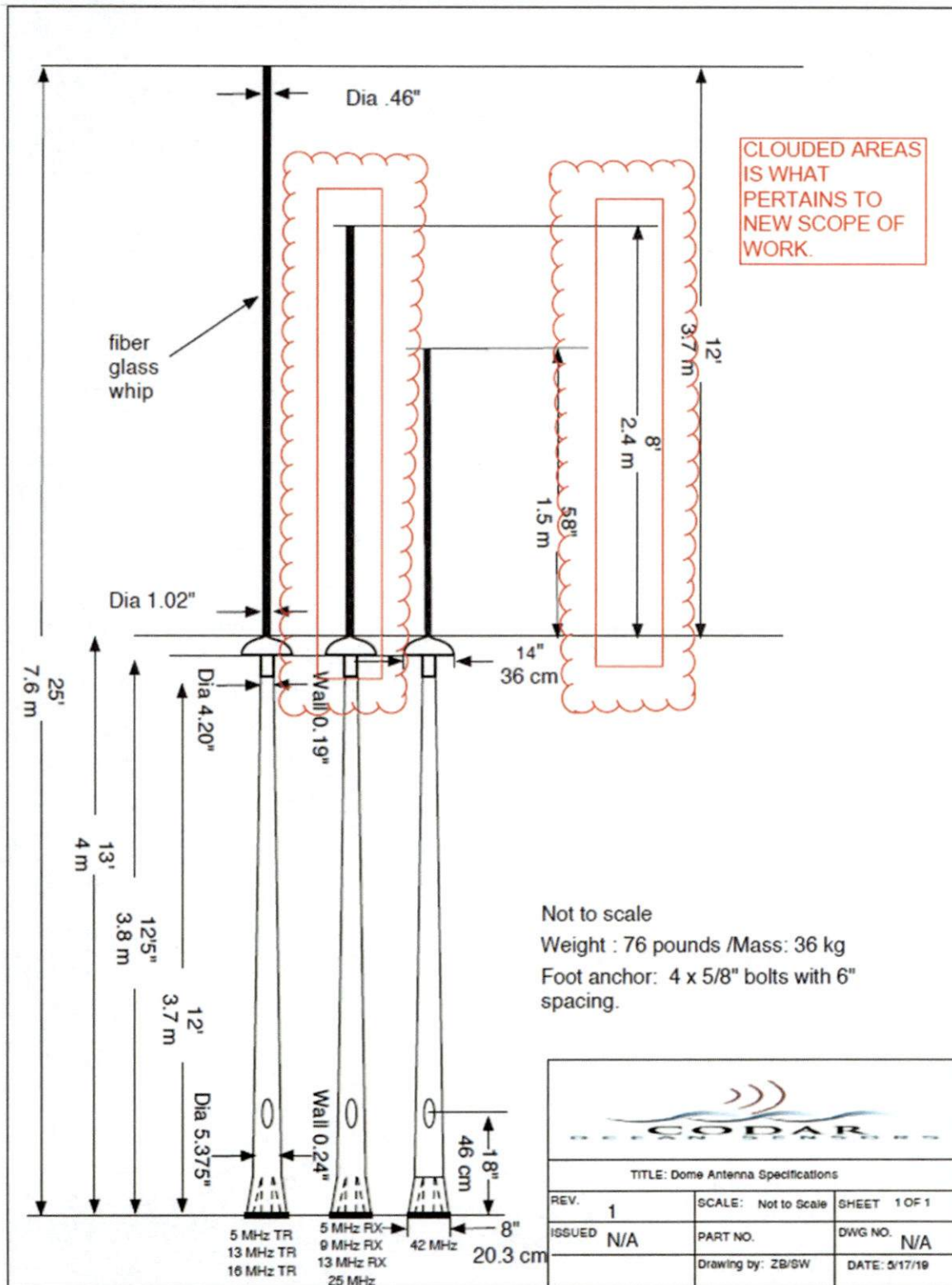
EXHIBIT C
NEW FACILITIES DESCRIPTION AND DEPICTION

NEW FACILITIES:

USC's New Facilities at the Newport Pier will consist of a new generation "CODAR" antenna that will serve to automatically calibrate the two (2) currently existing older generation CODAR antenna that is structurally supported by an existing wooder light pole post as was previously permitted and approved by City. The new CODAR antenna's profile and loading conditions, electrical and structural, to the existing structurally retrofitted light pole post will be similar and lighter in weight.



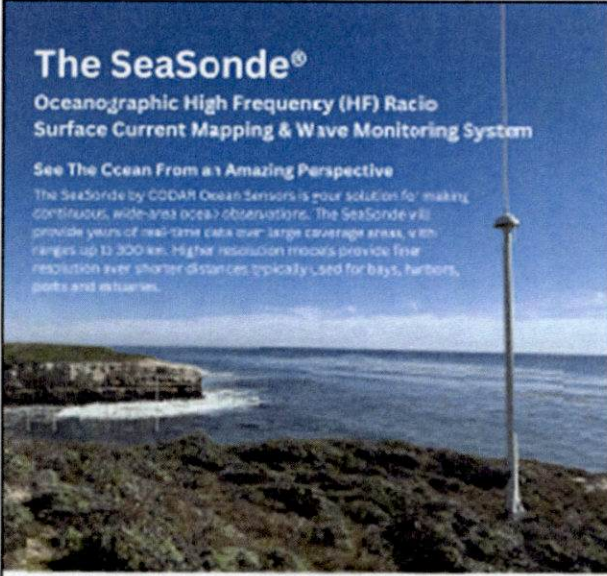

Drawings of New Facilities at License Area:



SPECIFICATIONS OF NEW FACILITIES:

The SeaSonde®
Oceanographic High Frequency (HF) Radio
Surface Current Mapping & Wave Monitoring System

See The Ocean From an Amazing Perspective
The SeaSonde by CODAR Ocean Sensors is your solution for making continuous, wide-area ocean observations. The SeaSonde will provide years of real-time data over large coverage areas, with ranges up to 300 km. Higher resolution modes provide finer resolution over shorter distances typically used for bays, harbors, ports and estuaries.

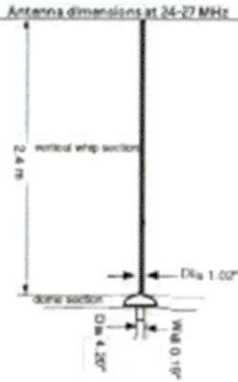



CODAR
OCEAN SENSORS
www.codar.com

The SeaSonde®

Radio Antenna Specifications

Antenna dimensions at 24-27 MHz



transmit/receive antenna

- Single mast, vertical
- 6.4 m total height
- Fiberglass outer construction

weather-proof enclosure

- Typical footprint: 36" x 24" x 38" d
- Rated for >1000 watts AC
- Network connection desirable

ideal installation conditions

- Close to open
- Less than 500 feet from water's edge
- Wide field of view (90-360 degrees)
- Area relatively clear of obstructions (power lines, cranes, etc., large metal objects)
- AC power available

signal specifications

- Output Transmitt Power: 80W peak, 40W average
- Operating Frequency: 24-27 MHz
- Modulation Format: Pulse Spread Frequency CW
- Pulse Repetition Frequency: 4-8 kHz
- Duty Factor: 50%
- Sweep Width: 250-500 kHz (typical)
- Total Signal Bandwidth: 160-570 kHz (RF -20 dB level)
- Polarization: Vertical
- Coverage Angle: 360 degrees

Utilities

The utilities required for operation of the high-frequency radar is an outlet inside the stainless-steel waterproof enclosure. There is also an emergency cutoff switch located next to the enclosure. No new outlets or other utilities are required for the New Facilities or continued operation of the Facilities.

Maintenance

Maintenance of the high frequency radar equipment is performed by USC on quarterly basis or as needed. The high frequency radar infrastructure is fairly robust and most maintenance is to verify site integrity.

Management and Access to Facilities

Matthew Ragan is the Principal Investigator for the Facilities and New Facilities on the Newport Pier. He, along with colleagues in the lab, perform the routine maintenance and any repairs if needed.

EXHIBIT D INSURANCE REQUIREMENTS

1. **Provision of Insurance.** Without limiting USC's indemnification of City, and prior to commencement of work, USC shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance or self-insurance of the type and amounts described below and in a form reasonably satisfactory to City. USC agrees to provide insurance in accordance with requirements set forth here. If USC uses existing coverage to comply and that coverage does not meet these requirements, USC agrees to amend, supplement or endorse the existing coverage.
2. **Acceptable Insurers.** Absent self-insurance, all insurance policies shall be issued by an insurance company currently authorized by the State of California, or otherwise be allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. All insurance policies shall have 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.** USC shall maintain Workers' Compensation Insurance or self-insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, USC shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees.
 - B. **Commercial General Liability Insurance.** USC shall maintain commercial general liability insurance or self-insurance including products completed operations, in an amount not less than three million dollars (\$3,000,000) per occurrence, and five million dollars (\$5,000,000) general aggregate. USC shall procure and submit to City evidence of completed operations coverage for five (5) years from the time all work under this Agreement is completed.
 - C. **Automobile Liability Insurance.** USC shall maintain automobile insurance or self-insurance at least as broad as Insurance Services Office form CA 00 01 covering owned, hired, and non-owned autos bodily injury and property damage for all activities of USC arising from work to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

- D. **Pollution Legal Liability and/or Professional Liability.** USC shall maintain insurance for all operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf USC, and any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than two million dollars (\$2,000,000) each loss and four million dollars (\$4,000,000) in the aggregate. The policy shall not exclude any hazardous materials for which there is an exposure.
- E. **Excess/Umbrella Liability.** If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, 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 Agreement, including, but not limited to, the additional insured and primary and noncontributory 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 call upon to contribute to a loss until USC's primary and all excess liability policies are exhausted.
4. **Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:
- A. **Waiver of Subrogation.** All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which USC performs the Project and/or Services contemplated by this Agreement or shall specifically allow USC or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. USC hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- B. **Additional Insured Status.** All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which USC performs the Project and/or Services contemplated by this Agreement, shall be included as additional insureds under such policies.

- C. **Primary and Non Contributory**. All liability policies including commercial general liability, excess/umbrella liability, pollution liability, and automobile liability shall provide or be endorsed to be primary and noncontributory with respect to City, its City Council, boards and commissions, officers, agents, volunteers, and any person or entity owning or otherwise in legal control of the property upon which USC performs the Project and/or Services contemplated by this Agreement. Any insurance or self-insurance maintained by City shall be excess of USC's insurance and shall not contribute with it.
- D. **Notice of Cancellation**. USC shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. **Additional Agreements Between the Parties**. The parties hereby agree to the following:
- A. **Evidence of Insurance**. USC shall provide certificates of self-insurance to City as evidence of the insurance coverage required herein. All of the executed documents referenced in this Agreement must be returned to City within ten (10) regular City business days after the Agreement is fully executed. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. **City's Right to Revise Requirements**. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving USC ninety (90) calendar days' advance written notice of such change.
- C. **Right to Review Subcontracts**. USC agrees that upon request, all agreements with subcontractors or others with whom USC enters into agreements with on behalf of City for research work occurring in the License Area 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. USC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and USC 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.** USC acknowledges and agrees that any actual or alleged failure on the part of City to inform USC 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 Exhibit 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 USC maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by USC. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. **Self-Insured Retentions.** If USC's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with USC, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. USC agrees to be responsible for payment of any deductibles on their policies.
- G. **City Remedies for Non-Compliance.** If USC or any subcontractor fails to provide and maintain insurance or self-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 USC'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 USC or reimbursed by USC upon demand.
- H. **Timely Notice of Claims.** USC shall give City prompt and timely notice of claims made or suits instituted that are caused by or arise out of USC'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. **Coverage not Limited.** All insurance coverage and limits provided by USC and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

- J. **Coverage Renewal.** USC will maintain the coverage required here as long as USC continues to provide any work under this Agreement. USC shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

Attachment B

Previous License Agreement

C-5226

**AMENDMENT NO. ONE TO LICENSE AGREEMENT
COASTAL OBSERVATION SYSTEM
AT THE NEWPORT PIER**

This AMENDMENT NO. ONE TO LICENSE AGREEMENT ("Agreement") is entered into between The University of Southern California, a nonprofit public benefit corporation on behalf of its Department of Biological Sciences ("Company"), at 3616 Trousdale Parkway, AHF B30, Los Angeles, California, 90089-0371, and the City of Newport Beach, a California municipal corporation and charter city ("City") on this the 31st day of July, 2013 ("Commencement Date"). Company and City are each a "Party" and together the "Parties" to this Agreement.

RECITALS

- A. City is the owner of the Newport Pier, a public ocean pier, located at the end of McFadden Place in the City of Newport Beach, California, which is more fully depicted by the Pier Depiction attached to the Agreement as Exhibit A (the "Pier").
- B. Company is a consortium member of the Southern California Coast Ocean Observations Systems ("SCCOOS"). SCCOOS collects and analyzes ocean current data by transmitting radio waves and reflecting them from the ocean's surface.
- C. On August 1, 2012, City and Consultant entered into a License Agreement ("Agreement") to place a radio wave transmitter on the Pier ("Facilities").
- D. City desires to enter into this Amendment No. One to reflect the City's agreement to provide electrical services for the Facilities.
- E. City and Company mutually desire to amend the Agreement, as provided below.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. UTILITIES

Section 11 of the Agreement is hereby amended in its entirety and replaced with the following: "Company shall not do, nor shall it permit anything to be done that may interfere with the accessibility of the License Area. The electrical services to the Facilities shall be provided for by the City."

2. 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 hereto have caused this Agreement to be executed in duplicate on the dates indicated below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 7/19/13

By: [Signature] (S.A.)
Aaron C. Harp
City Attorney

**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 8/7/13

By: [Signature]
David A. Kiff
City Manager

ATTEST:

Date: 9.23.13

By: [Signature]
Leilani I. Brown
City Clerk

COMPANY: The University of Southern
California a nonprofit public benefit
corporation on behalf of its Department of
Biological Sciences

Date: 11 September 2013

By: [Signature]
Michael Quick
Executive Vice President



[END OF SIGNATURES]

9285-10

LICENSE AGREEMENT COASTAL OBSERVATION SYSTEM AT THE NEWPORT PIER

This LICENSE AGREEMENT ("Agreement") is entered into between The University of Southern California, a nonprofit public benefit corporation on behalf of its Department of Biological Sciences ("Company"), at 3616 Trousdale Parkway, AHF B30, Los Angeles, California, 90089-0371, and the City of Newport Beach, a municipal corporation and charter city ("City") on this the 1st day of August 2012 ("Commencement Date"). Company and City are each a "Party" and together the "Parties" to this Agreement.

RECITALS

- A. City is the owner of the Newport Pier, a public ocean pier, located at the end of McFadden Place in the City of Newport Beach, California, which is more fully depicted by the Pier Depiction attached hereto as Exhibit A, which and incorporated herein by this reference (the "Pier").
- B. Company is a consortium member of the Southern California Coast Ocean Observations Systems ("SCCOOS"). SCCOOS collects and analyzes ocean current data by transmitting radio waves and reflecting them from the ocean's surface. SCCOOS desires to place such a radio wave transmitter on the Pier.
- C. Company desires to license from City, on a non-exclusive basis, the right to use that certain portion of the Pier, as further depicted in Exhibit B attached hereto, and incorporated herein by this reference (the "License Area").
- D. Company desires to install, upon the License Area, the radio wave transmitter and its related equipment, as described and depicted in Exhibit C, attached hereto and incorporated herein by this reference (collectively, the "Facilities").
- E. City is willing to make the License Area available to Company, subject to the covenants and conditions set forth in this Agreement, on a non-exclusive basis, to facilitate research efforts for SCCOOS.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. License

(a) City grants a non-exclusive license ("License") to Company for the Term of this Agreement, to use the License Area for the uses specified in this Agreement in compliance with the terms of all governmental licenses, permits and approvals required by Federal, State or local governmental agencies, for construction, installation and maintenance of the facilities and utility wires, cables, conduits as necessary to operate the Facilities. All installation and maintenance activities shall be at Company's sole cost and expense, including but not limited to the fees and costs associated with the permits and government approvals described in Section 3, pursuant to plans approved in

advance in writing by the City. The License is subject to the terms, covenants and conditions hereinafter set forth, and Company covenants, as a material part of the consideration for the License, to keep and perform each and every term, covenant and condition of this Agreement.

(b) Company shall be responsible for all maintenance associated with the Facilities, including all associated costs and expenses. Company shall provide twenty-four (24) hour telephone notice to the Harbor Resources Division Manager at (949) 644-3043 prior to performing any Facilities maintenance or repair.

2. Uses

(a) Company shall use the License Area for the sole purpose of constructing, maintaining, securing and operating the Facilities, described in Exhibit C, to transmit and receive radio communication signals on various frequencies (between 24 and 27 MHZ, 150 KHz bandwidth; 900 MHz; WiFi 2.4 GHz or Wireless 3G broadband) to map the ocean surface currents and provide data communications, respectively. The Facilities and its operating frequencies may not be expanded or modified except upon written approval of the Community Development Director, not to be unreasonably withheld, and as may be required by this Agreement. Construction and operation of the Facilities shall be at Company's sole expense. Company shall keep the Facilities free from hazards or risk to the public health, safety or welfare.

(b) Company shall install, at the License Area, a stainless steel cabinet containing an uninterruptable power supply, transmitter, receiver, computer, network switch, Freewave radio and WIFI radio. The cabinet will be located on the lower platform of the Pier. Adjacent to the light pole located at the northwest corner of the Pier, Company will place a twenty foot (20') stainless steel pole with a six foot (6') (for a total of twenty-six feet (26')) aluminum pole attached at the top. A CODAR combiner box with four radial antennae and one whip antenna will be placed on top of the pole sections. There will also be a sixty-five inch (65") Freewave antenna attached to the stainless steel pole and a GPS antenna mounted on the bracket holding the Freewave antenna. A directional Wi-Fi antenna will be located under the Pier. Cables connecting the radios to the antennae will be placed in conduit running under the Pier. Collectively, the above-described shall be referred to as "Facilities", which are described and depicted more particularly in Exhibit C, attached hereto and incorporated herein by this reference.

(c) Company represents to City that the Facilities are safe, as reported in the following studies provided by the Company and on file with the City: 1) Department of the Navy Electromagnetic Environmental Effects (E³) Review of the Request for Site Approval for the Installation of a Coastal Ocean Dynamics Application Radar (CODAR) at Naval Base Point Loma, San Diego, CA, Final Report issued November 2002; 2) University of California, Santa Barbara, Marine Science Institute Report regarding SCCOOS SeaSonde emissions issued to the Los Angeles County Fire Department April 24, 2007; and 3) Federal Communications Commission OET Bulletin 56, 4th Edition, issued August 1999.

(d) Except as provided under this Agreement, Company shall not paint, install lighting, decorations, signs, lettering or advertising media of any type or any other visual

displays, on or about the License Area without the prior written consent of City. Notwithstanding the foregoing, Company shall place warning signs on or about the Facilities in compliance with any applicable Federal, State or local law.

3. Government Approvals

Company shall obtain all governmental licenses, permits and approvals required by Federal, State or local governmental agencies, enabling Company to construct, operate, repair and remove the Facilities in the License Area, including but not limited to California Coastal Commission approval.

4. Term

The initial Term of the License granted hereunder ("Term") shall commence on the Commencement Date and continue for a period of five (5) years. After the Commencement Date, this License shall not be revoked or terminated except as expressly provided in this Agreement.

5. Fees and Costs

In lieu of a License Fee, as defined below, Company shall provide to City, all information gathered from Company's Facilities, via a web link to a Newport Beach site specific.

6. Interference with Telecommunications

(a) Company agrees that its operation of the Facilities shall at all times comply with all Federal Communications Commission ("FCC") requirements and shall not cause any direct or indirect interference with the operation of City's own wireless communications facilities, including but not limited to public safety transmissions, police and fire communications, water or sewer internal or external radio signals and communications, as they now exist or may from time-to-time hereafter exist ("City's Facilities"). Company also agrees that its operation of the Facilities shall not cause any interference with public telecommunications such as cell phone or wireless internet use.

(b) In the event of any interference with City's Facilities or public telecommunications, Company shall work with the City to correct the interference within two (2) hours of City's written or telephone notice to Company. If it is determined the interference is caused by the Facilities and if Company is unable to correct interference to City's satisfaction, Company shall immediately cease its operation of the Facilities until the cause of the interference is corrected to City's satisfaction. If Company fails to correct any interference, City may, without notice, in addition to and without compromising any other available remedy cut off power to the Facilities in the manner set forth in Section 7 below.

(c) Prior to making any changes to the frequency or operating conditions, Company shall submit plans for the proposed changes to City for its review and written approval. Company agrees to fund any studies both parties deem necessary to ensure that any contemplated changes will be compatible with the City's Facilities. No frequency or operating condition changes shall occur prior to the City's written approval.

7. Emergency

(a) Company understands that the Facilities are located on a public structure or within public property and emergency situations may develop from time-to-time that require power to the Facilities to be immediately shut off and thereby interfere or temporarily terminate Company's use of the Facilities. Company agrees that if such a situation occurs, and/or there are frequency interferences of any nature between City's Police and Fire Department public safety communications equipment or City's facilities affecting operation of sewer or water service and that of Company in a manner that threatens public health or safety, City shall have the right, without notice, to immediately shut off power to the Facilities and any equipment of Company's located at the License Area for the duration of the emergency. Company agrees not to hold City responsible or liable for and shall protect, defend, indemnify and hold City harmless for any damage, loss, claim or liability of any nature suffered as a result of the loss of the use of the Facilities by the shut off of power.

(b) Company agrees to install a clearly marked and accessible master power "cut-off" switch on their Facilities for the purpose of assisting City in such an emergency.

(c) Unless otherwise specifically provided in a notice of termination of this Agreement, City's exercise of the right to shut off any power to the Facilities pursuant to Section 7(a) is not intended to constitute a termination of this Agreement by either party and such event is a risk accepted by the Company. Company and City shall meet after the City determines that an emergency situation has ended to establish the time and manner in which power shall be restored.

(d) City shall have the right to determine what constitutes an "emergency situation" pursuant to this Section.

8. Acceptance of Condition of License Area

Company shall accept use of the License Area in "as is" condition, with no warranty, express or implied from the City as to any latent, patent, foreseeable and unforeseeable condition of the License Area, including its suitability for the use intended by Company. To the best of City's knowledge, the License Area has not been used for generation, storage, treatment or disposal of Hazardous Substances as defined in Section 24. Company has conducted its own appropriate due diligence investigation of the License Area prior to its execution of this Agreement.

9. No Interest in Property

Nothing herein shall be deemed to create a lease, or easement of any property right, or to grant any, possessory or other interest in the License Area, or any public right-of-way, other than a real property license to use and access the License Area, revocable and for a term as set forth in this Agreement.

10. Reservation of Rights

Company understands, acknowledges and agrees that any and all authorizations granted to Company under this Agreement are non-exclusive and shall remain subject to all prior and continuing regulatory and propriety rights and powers of City to regulate,

govern and use City property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect City property.

11. Utilities

Company shall not do, nor shall it permit anything to be done that may interfere with the accessibility of the License Area. The Facilities shall be separately metered. Company shall be responsible for the cost of all utility services necessary for the operation of the Facilities, and if required by City, shall have such utilities installed and/or connected if already installed, and maintained at Company's sole cost and expense (along with all ongoing use charges). If required, Company shall obtain an encroachment permit from City's Public Works Department and submit plans for underground construction of any required utility lines to City for its review and approval prior to commencement of construction.

12. Inspection

City shall be entitled, at any time, without prior notice, to inspect the Facilities for compliance with the terms of this Agreement, and with all applicable Federal, State, City and local government regulations.

13. City Retention Rights

Company's right to use the License Area during the term of this Agreement shall be subordinate and junior to the rights of City to use and occupy the License Area for any purpose that does not interfere with Company's use of the License Area as provided herein.

14. Company's Retention of Title

Title to the Facilities placed at the License Area by Company shall be held by Company or its equipment lessors, successors, or assigns. The Facilities shall not be considered fixtures. Company has the right to remove any or all of the Facilities at its sole expense from time-to-time and in all events by the expiration of this License or within thirty (30) days after an early termination of this License.

15. Surrender

Upon expiration or termination of this Agreement, Company at its sole cost and expense, shall within thirty (30) days of written notice from City, remove the Facilities, restore the License Area to its original condition less regular wear and tear or to a condition satisfactory to and approved by City, and vacate the License Area. Should Company fail to restore the License Area to a condition described above, City may perform such work or have such work performed by others and Company shall reimburse City for all direct and indirect costs associated with such work upon receipt of an invoice for such costs.

16. Assignment

This Agreement and the rights and obligations of Company shall not be assigned, transferred, or hypothecated (collectively referred to as "transferred"), in whole or in part without City's prior written approval. Any attempted transfer in violation of this Section shall be null and void.

17. Taxes

Company shall pay all personal interest property taxes, real property taxes, possessory interest tax, fees and assessments which may at any time be imposed or levied by any public entity and attributable to the Facilities. City hereby gives notice to Company, pursuant to Revenue and Tax Code Section 107.6, that this Agreement may create a possessory interest which is the subject of property taxes levied on such interest, the payment of which taxes shall be the sole obligation of Company.

18. Relocation

Company agrees that whenever any City improvements may be required (for example, the replacement or repair of the Pier), the City may require the relocation of the Facilities at the Company's expense, without making any claim against the City for reimbursement or damage therefore. Except in the event of an emergency or other situation requiring immediate relocation of the Facilities, City shall provide Company with not less than sixty (60) days written notice of relocation specifying a date by which the relocation is to take place.

19. Termination

This Agreement may be terminated by either Party with or without cause with thirty (30) days written notice to either Party. Any termination requires Company to comply with the surrender obligations of Section 15 above.

20. Construction

(a) Company agrees to take all prudent action to protect City Facilities from any damage or injury caused by any work performed by or on behalf of Company regarding the construction, installation, operation, inspection, maintenance, repair, reconstruction, replacement, relocation, or removal of its Facilities or the failure, deterioration or collapse of such Facilities.

(b) Company shall, at its sole cost and expense, repair any damage to the License Area, to the extent such damage is caused by Company or any of its agents, representatives, employees, contractors, subcontractors, or invitees. Company shall immediately notify the City Manager or his/her designee, and the appropriate public safety agency (e.g. Police and Fire Department) of any damage or injury caused by work authorized pursuant to this Agreement.

(c) Without limitation of any other remedy available hereunder or at law or in equity, if Company fails to repair or refinish any such damage, City may, at its sole discretion, but not be required to, repair or refinish such damage and Company shall reimburse City of all costs and expenses incurred in such repair or refinishing within thirty (30) days of receipt of invoice from City.

(d) Company, prior to the execution of this Agreement, shall submit to the City and, throughout the Term and each Renewal Term, maintain in effect, a bond, letter of credit or other security, in the principal amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("Security") to ensure and secure faithful compliance with the conditions of this Agreement. The Security shall be in a form acceptable to the City, and shall remain in effect throughout the Term of this Agreement. The purpose of the Security is to provide payment to the City for any and all expenditures incurred by the City under this Agreement, including but not limited to costs of repairs and cost of removal of the Facilities upon expiration or termination of this Agreement should Company fail to do so as required by this Agreement. The Security shall in no way limit the liability or obligations of Company or its insurers under this Agreement. If the funds represented by the Security become exhausted, Company shall immediately provide the City with a new security in the amount necessary to provide full required Security.

21. Maintenance

At its sole cost and expense, Company shall take good care of the Facilities and keep the Facilities neat, clean and free from graffiti, dirt and rubbish at all times.

22. Indemnification

Company shall indemnify, release, defend and hold harmless City, its City Council, boards and commissions, officers, agents, and employees against any and all claim, demand, suit, judgment, loss, liability or expense of any kind, including attorneys' fees and administrative costs, arising out of or resulting from the latent or patent defects in design and construction of the Facilities or any acts or omissions, intentional or negligent, of Company or Company's officers, agents or employees in the performance of their duties and obligations under this Agreement, except to the extent such claims are caused by the negligence, or willful misconduct of City, its officers, agents and employees.

23. Insurance

(a) Provision of Insurance. Without limiting Company's indemnification of City, and prior to commencement of work, Company 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. Company agrees to provide insurance in accordance with requirements set forth here. If Company uses existing coverage to comply and that coverage does not meet these requirements, Company agrees to amend, supplement or endorse the existing coverage.

(b) 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.

(c) Coverage Requirements.

(i) Workers' Compensation Insurance. Company 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.

(1) Company shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

(ii) General Liability Insurance. Company 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 one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) 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) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

(iii) Automobile Liability Insurance. Company 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 the Company 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) Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

(i) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Company or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Company hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

(ii) Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

(iii) 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.

(iv) Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

(e) Additional Agreements Between the Parties. The parties hereby agree to

the following:

(i) Evidence of Insurance. Company 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. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(ii) City's Right to Revise Requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Company sixty (60) days advance written notice of such change. If such change results in substantial additional cost to the Company, the City and Company may renegotiate Company's compensation.

(iii) Enforcement of Agreement Provisions. Company acknowledges and agrees that any actual or alleged failure on the part of the City to inform Company of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(iv) 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.

(v) 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.

(vi) City Remedies for Non Compliance If Company or any subcontractors 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 Company'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 Company or reimbursed by Company upon demand.

(vii) Timely Notice of Claims. Company shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Company's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(viii) Company's Insurance. Company 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.

24. Hazardous Substances

(a) From the date of execution of this Agreement and throughout the Term, Company shall not use, store, manufacture or maintain at the License Area any Hazardous Substances except (i) in such quantities and types found customary in construction, repair, maintenance and operations of the Facilities approved by this Agreement, (ii) petroleum and petroleum products contained within regularly operated motor vehicles. Company shall handle, store and dispose of all Hazardous Substances it brings onto the Pier and License Area in accordance with applicable laws.

(b) For purposes of this Agreement, the term "Hazardous Substance" means: (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 *et seq.*; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 *et seq.*; California Health and Safety Code Sections 25280 *et seq.* (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 *et seq.*; California Health and Safety Code Sections 25501 *et seq.* (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Sections 13000 *et seq.*, all as they, from time-to-time may be amended, (the above-cited statutes are here collectively referred to as "the Hazardous Substances Laws") or any other Federal, State or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory, including but not limited to negligence, trespass, intentional tort, nuisance, waste or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil; and (iv) asbestos.

(c) Notwithstanding any contrary provision of this Agreement, and in addition to the indemnification duties of Company set forth in Section 22, Company agrees to indemnify, defend with counsel acceptable to City, protect, and hold harmless the City, its officials, officers, employees, agents, and assigns from and against any and all losses, fines, penalties, claims, damages, judgments, or liabilities, including, but not limited to, any repair, cleanup, detoxification, or preparation and implementation of any remedial, response, closure or other plan of any kind or nature which the City, its officials, officers, employees, agents, or assigns may sustain or incur or which may be imposed upon them in connection with the use of the License Area provided under this Agreement, arising from or attributable to the storage or deposit of Hazardous Substances on or under the License Area. This Section 24(c) is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 USC Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify City for any claim pursuant to the Hazardous Substance Laws or the common law. This Section shall survive the termination or expiration of this Agreement.

(d) City agrees that City will not, and will not authorize any third party to use, generate, store, or dispose of any Hazardous Substances on, under, about or within the License Area and Pier in violation of any law or regulation. City and Company each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or agreement contained in this Section 24. This Section 24 shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Company shall surrender and vacate the License Area and deliver possession thereof to City on or before the termination date free of any Hazardous Substances released into the environment at, on or under the License Area that are directly attributable to Company.

25. Compliance with Laws

Company, at its sole cost, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the License Area, or the use thereof, including all RF safety standards, Americans with Disability Act requirements, applicable zoning ordinances, building codes and environmental laws. Company shall not occupy or use the License Area or permit any portion of the License Area to be occupied or used for any use or purpose that is unlawful in part or in whole, or deemed by City to be disreputable in any manner or extra hazardous on account of fire.

26. Not Agent of City

Neither anything in this Agreement nor any acts of Company shall authorize Company or any of its employees, agents or contractors to act as agent, contractor, joint venturer or employee of City for any purpose.

27. No Third Party-Beneficiaries

City and Company do not intend, by a provision of this Agreement, to create in any third party, any benefit or right owed by one Party, under the terms and conditions of this Agreement, to the other Party.

28. Notices

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

(a) To City:

City Manager
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA, 92658

(b) To Company:

Attn: Dr. Burton H. Jones
Department of Biological Sciences
University of Southern California
3616 Trousdale Parkway
Los Angeles, CA 90089-0371
Phone: 213-740-5765 / FAX: 213-740-8123

(c) Company's emergency contact:

| | |
|-----------------------|--|
| Name: | Mr. Matthew Ragan |
| Department: | Department of Biological Sciences, USC |
| 24 hour phone number: | 949-232-7202 |

29. Entire Agreement Amendments

(a) The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

(b) This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the Company and the City.

(c) No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement, approved as to form by the City Attorney.

(d) The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Company and City.

(e) If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

(f) Any obligation of the Parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

30. Waivers

The waiver by either Party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either Party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, condition, covenant of this Agreement or any applicable

law, ordinance or regulation.

31. No Attorneys' Fees

The prevailing Party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, shall not be entitled to recover its attorneys' fees.

32. City Business License

Company shall obtain and maintain during the duration of this Agreement, a City business license as required by the Newport Beach Municipal Code.

33. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of California. Any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

34. Time is of the Essence

Time is of the essence for this Agreement.

35. 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 and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the dates indicated below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 7/18/12

By: [Signature] (for)
Aaron C. Harp
City Attorney

ATTEST:
Date: 9.28.12

By: [Signature]
Leilani I. Brown
City Clerk



**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 9/24/2012

By: [Signature]
David A. Kiff
City Manager

COMPANY: The University of Southern
California a nonprofit public benefit
corporation on behalf of its Department of
Biological Sciences
Date: August 1, 2012

By: [Signature]
Michael Quick
Executive Vice Provost

Date: 01 August 2012

By: _____

[END OF SIGNATURES]

Attachments: Exhibit A - Pier Depiction
Exhibit B - License Area Depiction
Exhibit C - Facilities Description and Depiction

A08-00073/ License Agreement 7.16.12_Final

EXHIBIT "A"

Pier Depiction

1 Newport Pier
Newport Beach, CA 92663-4340

NEWPORT BEACH PIER LOT - LYING ON C.L. OF MC FADDEN PL EXTENDED
SW LY BEYOND THE HIGH TIDE LINE

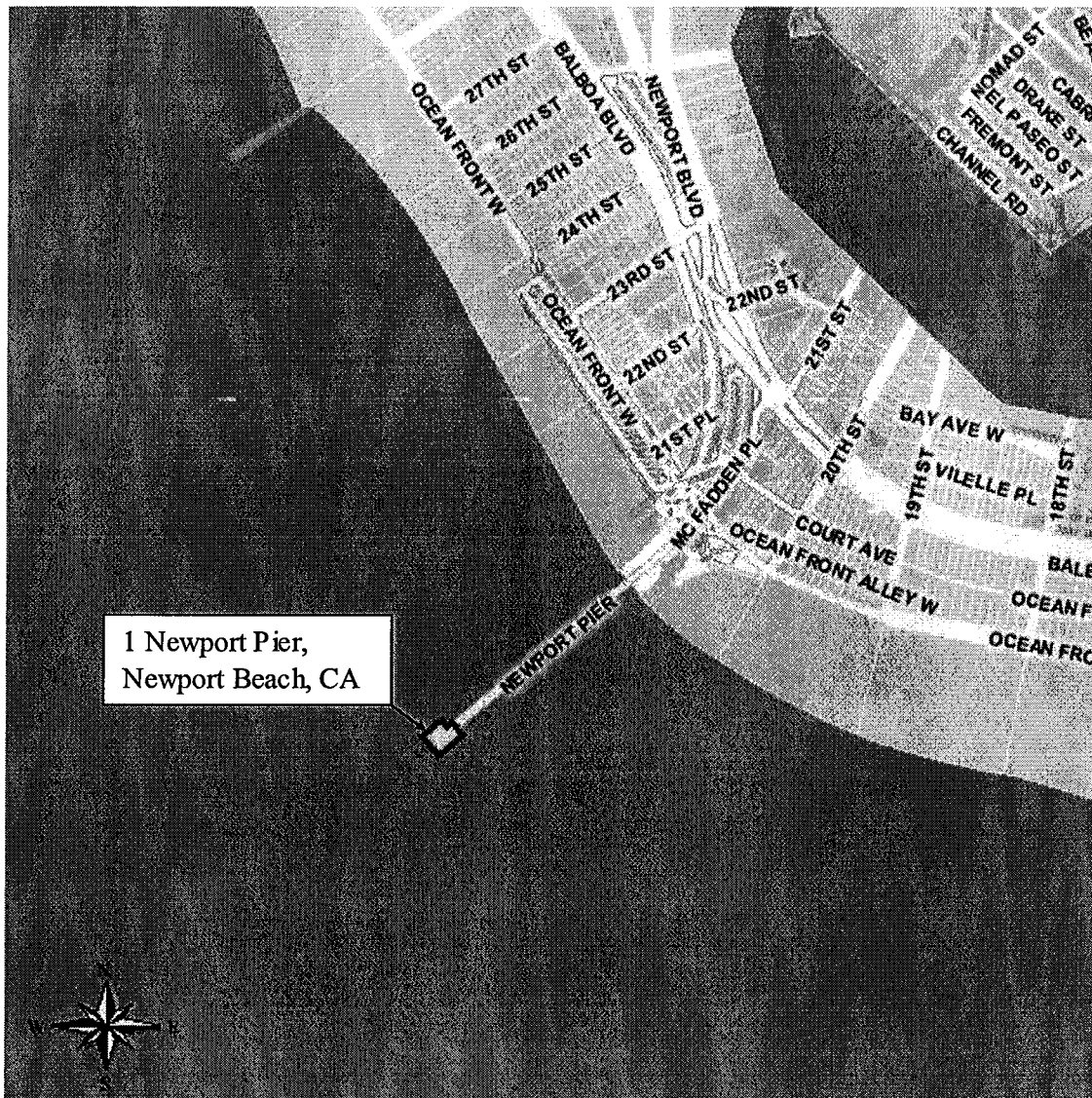
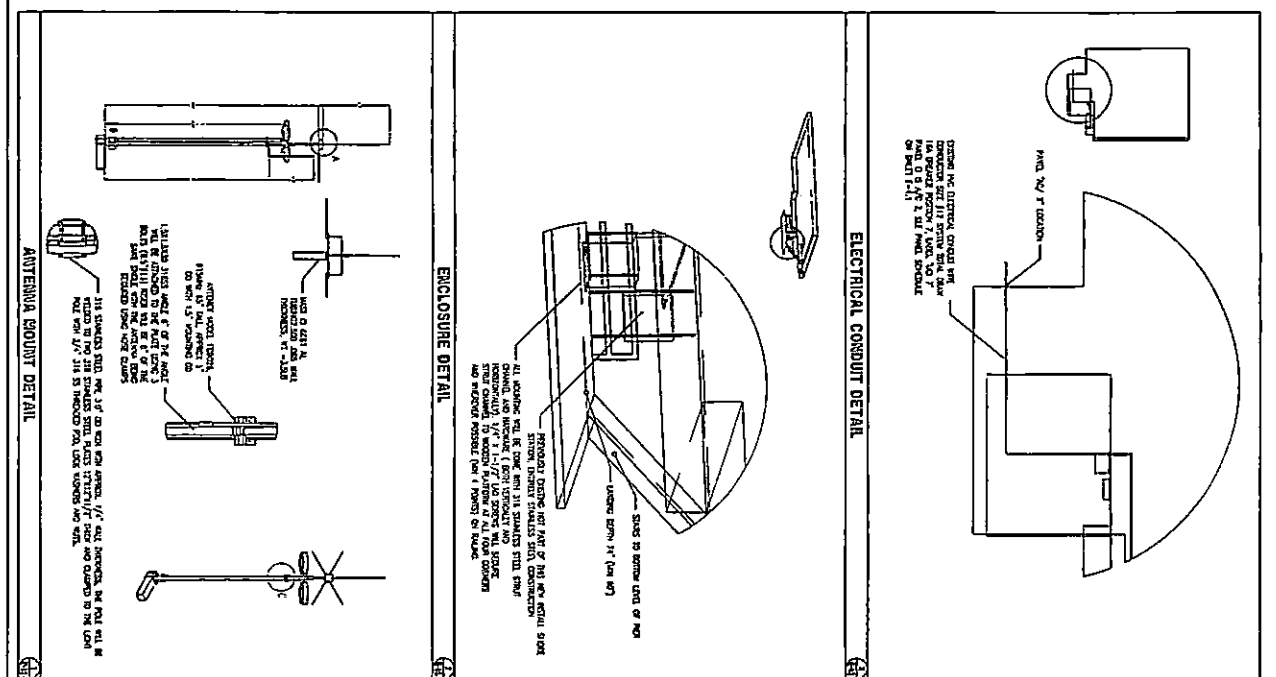
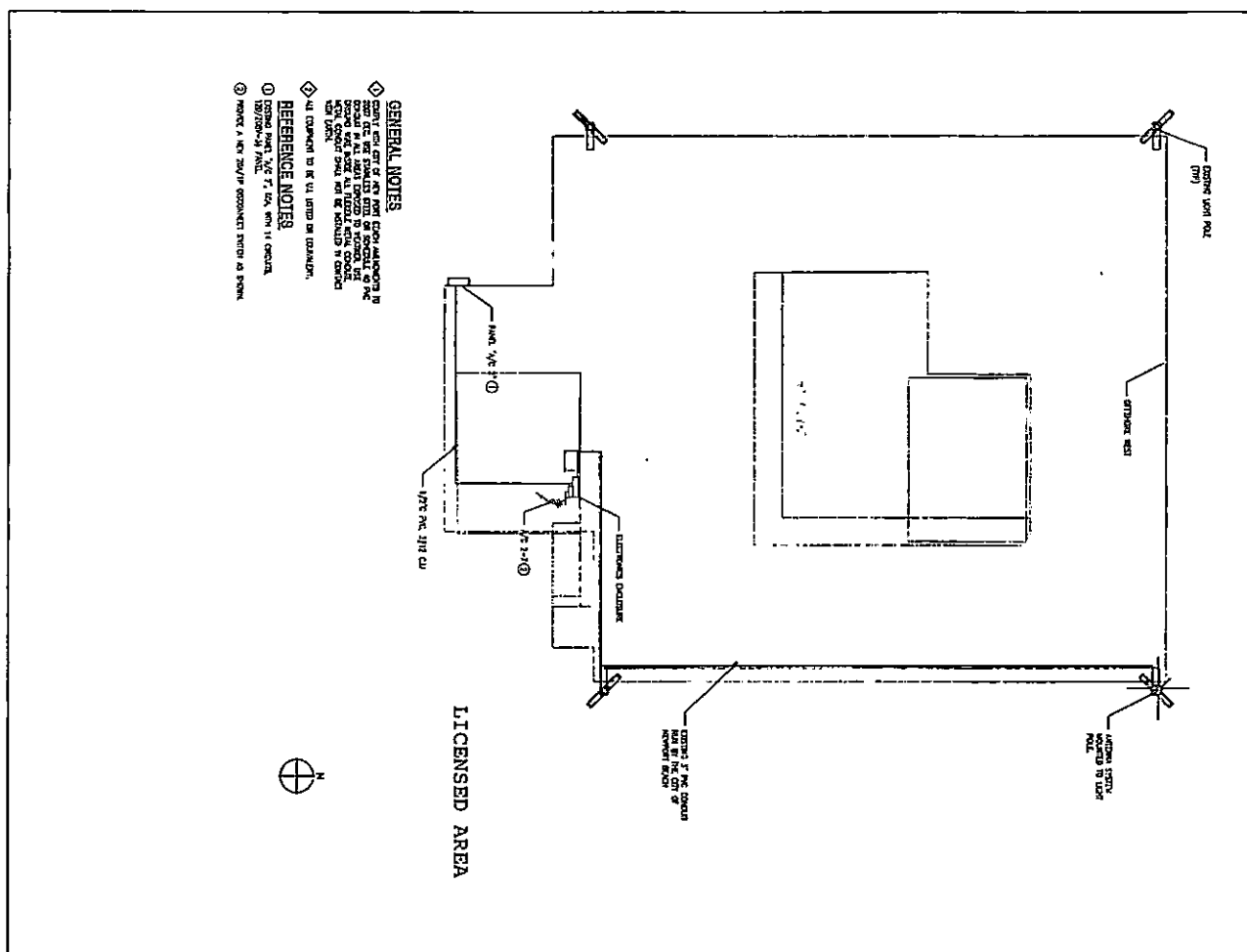


EXHIBIT “B”

License Area Depiction






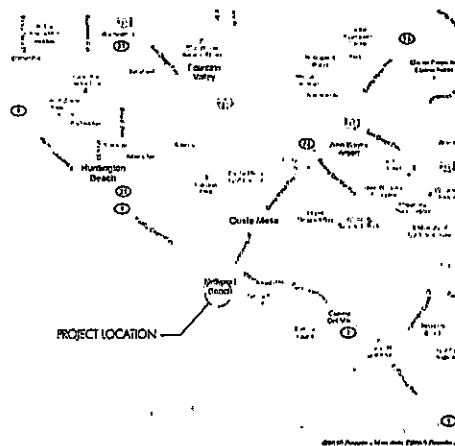
| | | | | |
|---|--|--|--|--|
| <div style="text-align: center;">E-10</div> <div style="text-align: center;">BLDG. DEPT.</div> <div style="text-align: center;">PR. 15 JUL 2003</div> <div style="text-align: center;">BY: TT</div> | <div style="text-align: center;">ELECTRICAL PLAN & DETAILS</div> | <div style="text-align: center;">  GREEN Engineering Inc. </div> | <div style="text-align: center;">  </div> | <div style="text-align: center;">  </div> |
| | <div style="text-align: center;"> NEWPORT PIER USC CODAR MOUNT CITY OF NEWPORT BEACH PUBLIC WORKS DEPT. LOIC MATTHEW HAGAN - (949) 740-8203 SCHRIPS LISA HAGAN - (949) 622-2873 </div> | <div> 1150 WEST 110TH STREET, SUITE 200 DEERFIELD, OH 43084 TEL: (614) 664-8464 FAX: (614) 664-8468 Website: www.greeneng.com </div> | <div> 1150 WEST 110TH STREET, SUITE 200 DEERFIELD, OH 43084 TEL: (614) 664-8464 FAX: (614) 664-8468 Website: www.greeneng.com </div> | <div> 1150 WEST 110TH STREET, SUITE 200 DEERFIELD, OH 43084 TEL: (614) 664-8464 FAX: (614) 664-8468 Website: www.greeneng.com </div> |

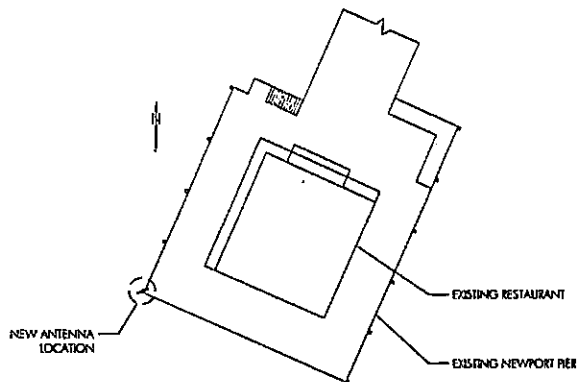
EXHIBIT “C ”

Facilities Description and Depiction



VICINITY MAP

NTS



LOCATION PLAN

Scale: 1" = 10'-0"



USC/SCRIPPS INSTITUTION OF OCEANOGRAPHY NEWPORT PIER CODAR ANTENNA MOUNT NEWPORT BEACH, CA

PROPERTY OWNER

City of Newport Beach
Public Works Department
3300 Newport Blvd
Newport Beach, CA 92663
Phone: (949) 644-3311 Fax: (949) 644-3318

APPLICANTS

Scripps Institution of Oceanography
Coastal Observing R&D Center
9500 Gilman Dr., M/C 0213
La Jolla, CA 92093-0213
Phone: (858) 622-2873
Contact: Liza Hazen, Operations Manager
Email: lhzaz@ucsd.edu

University of Southern California
Wrigley Institute for Environmental Studies
3616 Trousdale Pkwy
Los Angeles, CA 90089-0371
Phone: (213) 740-5153
Contact: Matthew Rogan, Project Manager
Email: mrogan@usc.edu

CONSULTANTS

Structural Engineer

Watson Structures, Inc.
1 N. Costa Cesar Chavez, Suite 210
Santa Barbara, CA 93103
Phone: (805) 450-2108 Fax: (805) 450-1656
Contact: Alan Watson, P.E.
Email: alan@watsonstructures.com

Electrical Engineer

Breen Engineering, Inc.
1983 West 190th St., Suite 200
Torrance, CA 90504
Phone: (310) 464-8404 Fax: (310) 464-8403
Contact: Murray Bliz, P.E.

SHEET INDEX

| Number | Title |
|--------|--------------------------------|
| T1 | TITLE SHEET |
| S1 | STRUCTURAL PLAN & DETAILS |
| S2 | STRUCTURAL DETAILS |
| E1.0 | ELECTRICAL PLAN & DETAILS |
| E1.1 | GENERAL NOTES & PANEL SCHEDULE |
| R1 | REFERENCE INFORMATION |

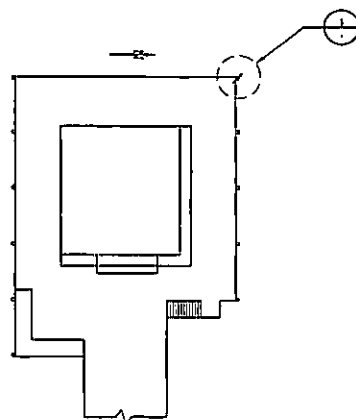


| REVISIONS | DATE | DESCRIPTION |
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| 1 | | |
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NEWPORT PIER
USC/IO CODAR MOUNT
TITLE SHEET

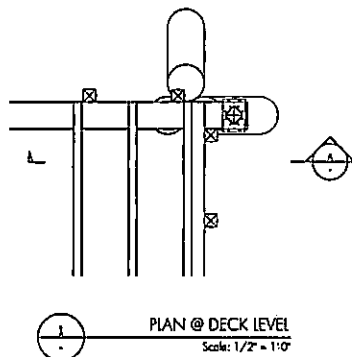
| | |
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| 11 | 11 |
|----|----|

11/14/10
10/17/10
07-13-10 (C.M. SET)



KEY PLAN

Scale: 1" = 10'-0"

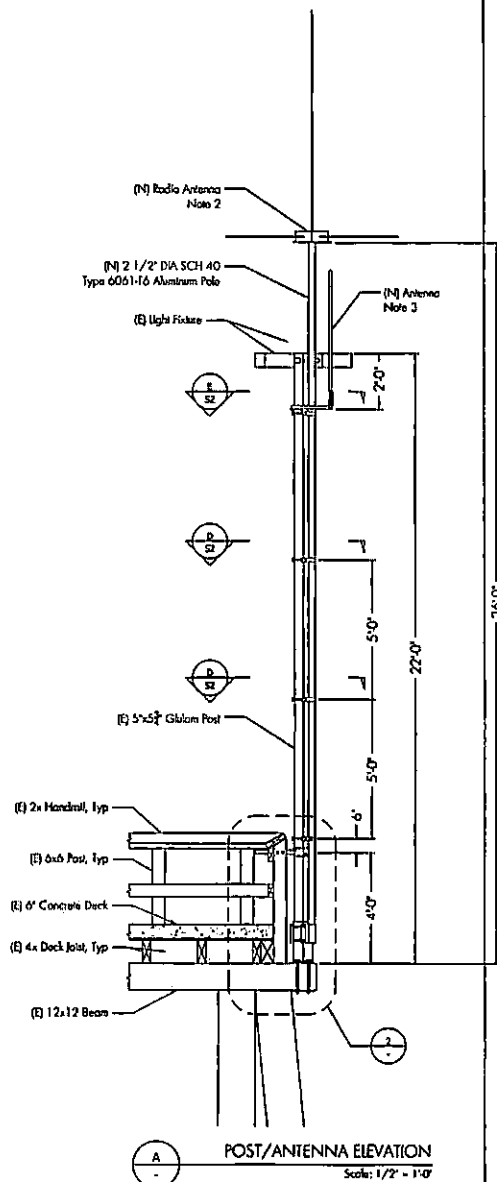


PLAN @ DECK LEVEL

Scale: 1/2" = 1'-0"

PLAN NOTES

1. (R) denotes existing construction. (N) denotes new construction.
2. CODAR unit with box measuring 10'x10'x4'. (4) 1" OD x 48" Horizontal Whip.
3. Antennex Model FG9026 Antenna, 1" OD x 65"



POST/ANTENNA ELEVATION

Scale: 1/2" = 1'-0"

STRUCTURAL GENERAL NOTES

GENERAL

1. Construction shall comply with the 2007 California Building Code and requirements of the City of Newport Beach Building Department.
2. The Contractor is responsible for finishing all temporary bracing and/or support that may be required resulting from the Contractor's construction methods and/or sequences.
3. All existing conditions, dimensions and elevations shall be field verified by the Contractor prior to ordering materials or starting fabrication. The Contractor shall notify the Engineer of any significant discrepancies from conditions shown on the drawings.

LOADING

1. Wind loads calculated in accordance with ASCE 7-05 using the following parameters:
Exposure Category = D
Basic Wind Speed = 85 mph
Height, h = 51 ft.

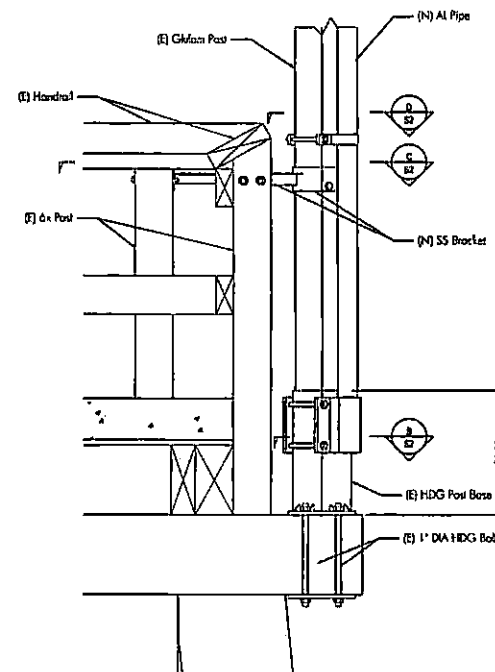
STRUCTURAL STEEL

1. All fabricated steel and threaded fasteners shall be ASTM Type 316 Stainless Steel unless otherwise noted.
2. All welding shall be in accordance with the latest edition of the American Welding Society Structural Welding Code (AWS D1.1 and D1.6).
3. All welding shall be performed by qualified welders in a shop certified in accordance with the 2007 CBC & City of Newport Beach.
4. Field welding, if required, shall be performed by qualified welders and be subject to special inspection in accordance with the 2007 CBC.

SPECIAL INSPECTIONS

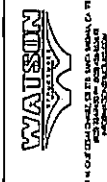
Special inspection is required for the following elements:

1. Field welding, if required.



LOWER POST DETAIL

Scale: 1 1/2" = 1'-0"



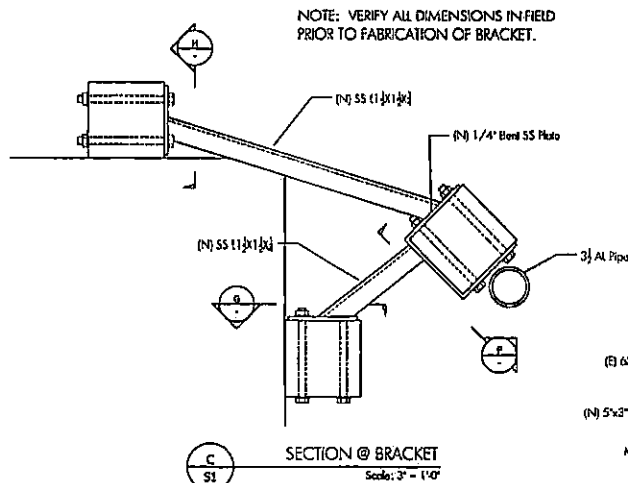
| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 01/13/07 | ISSUED FOR PERMIT |
| 2 | 06/25/10 | REVISED |

NEWPORT PIER
USCISIO CODAR MOUNT
STRUCTURAL PLAN & DETAILS

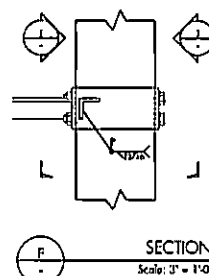
S1

24" X 36"

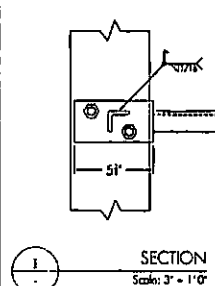
NOTE: VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION OF BRACKET.



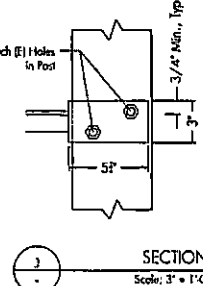
SECTION @ BRACKET
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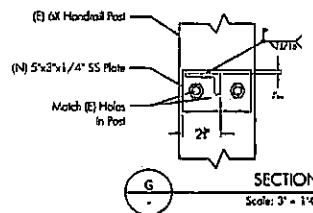
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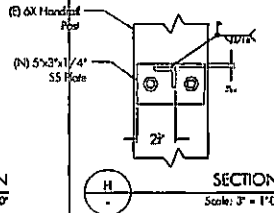
SECTION
Scale: 3" = 1'-0"



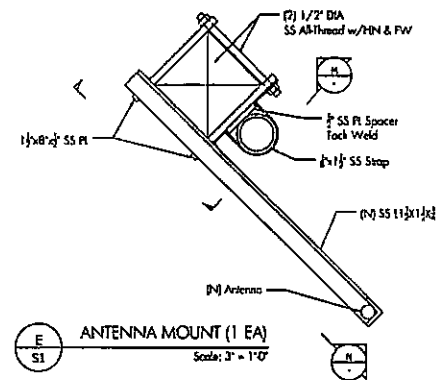
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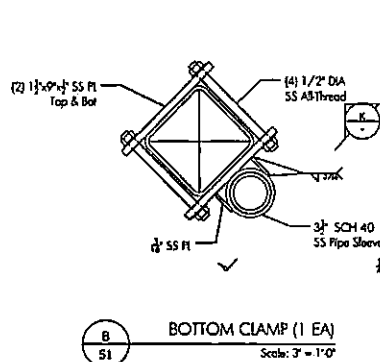
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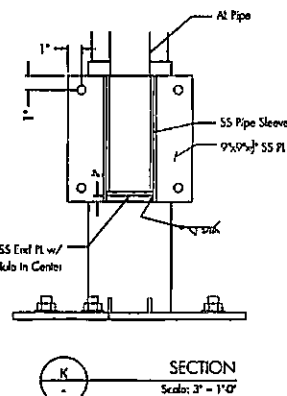
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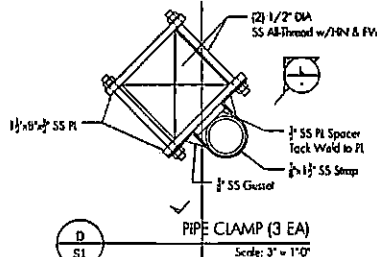
ANTENNA MOUNT (1 EA)
Scale: 3" = 1'-0"



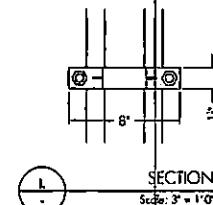
BOTTOM CLAMP (1 EA)
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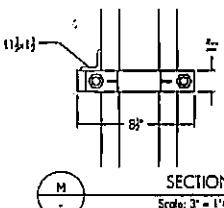
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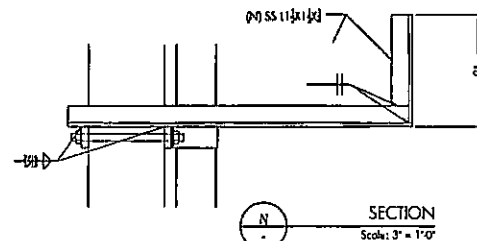
PIPE CLAMP (3 EA)
Scale: 3" = 1'-0"



SECTION
Scale: 3" = 1'-0"



SECTION
Scale: 3" = 1'-0"



SECTION
Scale: 3" = 1'-0"



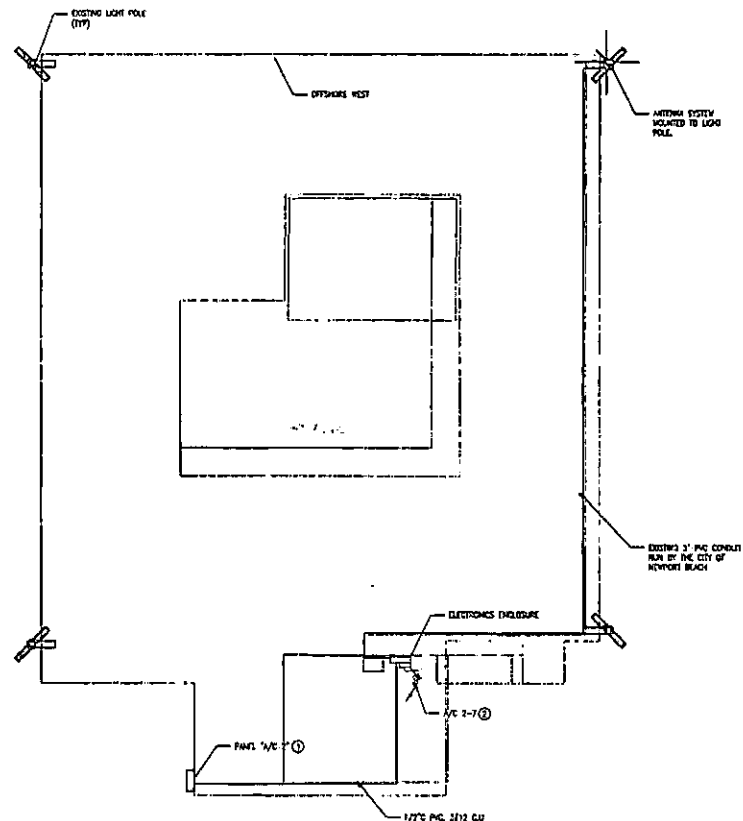
WATSON
Professional Engineer
1 - Civil (State of Alaska, License No. 10773)
2 - Mechanical (State of Alaska, License No. 10773)
3 - Electrical (State of Alaska, License No. 10773)



| REVISIONS | DATE | BY | CHKD |
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NEWPORT PIER
USC-SIO CODAR MOUNT
STRUCTURAL DETAILS

Sheet
S2
11/12/20
10/23/11
13.000
11/12/20

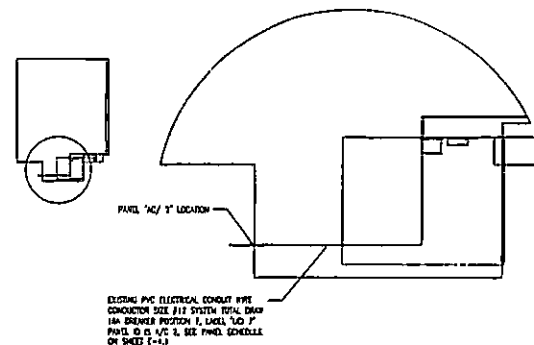


GENERAL NOTES

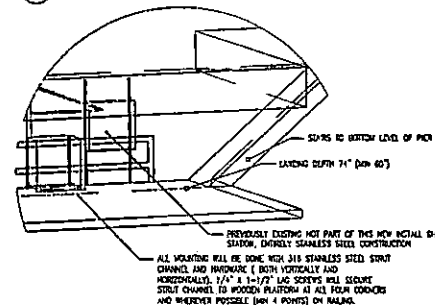
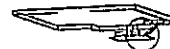
1. COMPLY WITH CITY OF NEW YORK ELEC. AMENDMENTS TO 2007 EEC. USE STAINLESS STEEL OR MONETAL 40 PVC CONDUIT IN ALL AREAS EXPOSED TO WEATHER. USE CROWING WIRE BUCK. ALL FLEXIBLE METAL CONDUIT METAL CONDUIT SHALL NOT BE INSTALLED IN CONTACT WITH CEMENT.
2. ALL EQUIPMENT TO BE U.S. LISTED OR EQUIVALENT.

REFERENCE NOTES

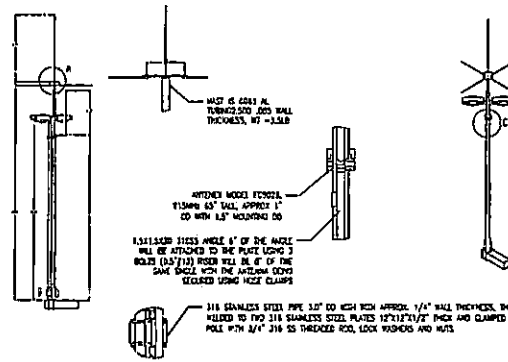
1. EXISTING PANEL "A/C 2", 60A, WITH 14 CIRCUITS, 120/208V-3Ø PANEL.
2. PROVIDE A NEW 100A/1P DISCONNECT SYSTEM AS SHOWN.



ELECTRICAL CONDUIT DETAIL



ENCLOSURE DETAIL



ANTENNA MOUNT DETAIL

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1 | | |
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| 18 | | |
| 19 | | |
| 20 | | |

M. B. L. S.
M. B. L. S.

100 NEW YORK STREET, SUITE 201
NEW YORK, NY 10003
TEL: (212) 444-4444
FAX: (212) 444-4444
WWW.MBLSE.COM
BREN
ESTABLISHED 1981

ELECTRICAL PLAN & DETAILS

NEWPORT PIER USC
CODAN MOUNT
LED MATTHEW HADAM - 2007-2008
SCOTT'S LEO HADAM - 2007-2008

| | |
|-------|------------|
| DATE | 01/23/2008 |
| SCALE | 1/4\"/> |

E-10

TERMS AND ABBREVIATIONS

- [illegible]

ELECTRICAL SHEET INDEX

| SHEET NO. | SHEET TITLE | CURRENT ISSUE |
|-----------|----------------------------------|---------------|
| E-1.0 | ELECTRICAL PLAN AND DETAILS | |
| E-1.1 | GENERAL NOTES AND PANEL SCHEDULE | |

| 120/200 VOLTS 3 PHASE 1 WIRE | | PANEL "AC/2" | | | | | | | | | | MAIN BUS: 120V | | 100A A. WIRING | |
|------------------------------------|----|--------------|-----|-------|-----|----|----|-----|----|------|----|----------------------------|-----|----------------|----|
| LOCATION: 1ST FLOOR RECEPTIONS | | FEEDS | | | | | | | | | | ENTER CABT. AT "C" SECTION | | SURNAME: NTL | |
| LOCATION | | VOLT AMP | | WATTS | | PH | | SER | | SER | | VOLT AMP | | LOCATION | |
| PA | SB | PA | SB | PA | SB | PA | SB | PA | SB | PA | SB | PA | SB | PA | SB |
| 21 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 22 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 23 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 24 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 25 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 26 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 27 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 28 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 29 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 30 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 31 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 32 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 33 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 34 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 35 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 36 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 37 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 45 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 46 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 47 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 48 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 49 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 50 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 51 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 52 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 53 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 54 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 55 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 58 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 59 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 62 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 63 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 64 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 65 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 66 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 67 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 68 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 69 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 70 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 72 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 73 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 74 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 75 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 76 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 77 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 78 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 79 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 80 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 81 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 82 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 83 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 84 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 85 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 87 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 91 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 92 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 93 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 94 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 95 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 96 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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| 110 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 111 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 112 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 113 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 114 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 115 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 116 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 117 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 118 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 119 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 120 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 121 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 122 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 123 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
| 124 | 1 | 120 | 200 | 120 | 200 | 1 | 1 | 50 | | 20/1 | 1 | 1 | 120 | 200 | 1 |
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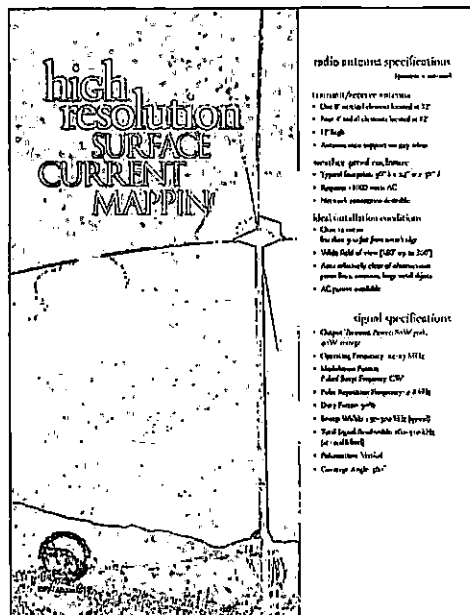
GENERAL NOTES & PANEL SCHEDULE

**NEWPORT PIER USC
CODAR MOUNT**

| | |
|-----------------|-------------|
| DATE: | 01/20/2000 |
| SCALE: | NONE |
| PROJECT NUMBER: | 123-15-0000 |
| WORK SITE: | 00 |
| CHIEF OF PARTY: | 00 |
| CREATED BY: | |

E-11

APR 15 2010
10:00 AM



CODAR ANTENNA DETAIL

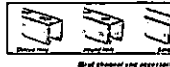
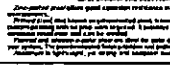
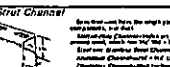
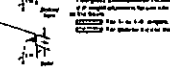
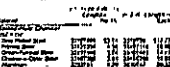
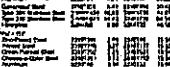
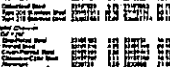
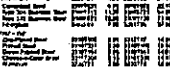
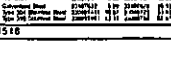
radio antenna specifications

Figure 1-10-10

- One 10' vertical channel located at 12'
- Four 10' vertical channels located at 12'
- 17' high
- Antenna also supports one guy wire
- weather proof enclosure
- Typical dimensions: 10' x 10' x 17'
- Requires 1000 watts AC
- Not used in operation
- Ideal installation conditions
- One 10' vertical channel
- One 10' vertical channel
- Width field of view (FOV) is 180°
- Area effectively clear of obstructions
- AC power available

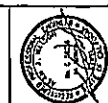
signal specifications

- Channel 1000 Watts (1000 W)
- 1000 W
- Operating frequency: 100 MHz
- Modulation: FSK
- Pulse Repetition Frequency: 100 Hz
- Duty Factor: 10%
- Group Delay: 100 ns
- Total Signal Bandwidth: 100 kHz
- Antenna Model
- Coverage Angle: 180°

| Strut Channel | | About Strut Channel and Accessories | |
|--|--|---|--|
|  | | The 10' channel design of strut channel provides maximum strength and stability. The channel is designed to be used in both vertical and horizontal applications. The channel is designed to be used in both vertical and horizontal applications. The channel is designed to be used in both vertical and horizontal applications. | |
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STAINLESS STRUT DETAILS

REFER TO DETAIL 2/E-1.0



REVISIONS

| NO. | DESCRIPTION |
|-----|-------------|
| 1 | 1/1/12 |
| 2 | 2/1/12 |
| 3 | 3/1/12 |
| 4 | 4/1/12 |
| 5 | 5/1/12 |
| 6 | 6/1/12 |
| 7 | 7/1/12 |
| 8 | 8/1/12 |
| 9 | 9/1/12 |
| 10 | 10/1/12 |

NEWPORT PIER
USC-SIO CODAR MOUNT
REFERENCE INFORMATION

| | |
|-------------|--------|
| REVISED BY | DATE |
| R1 | 1/1/12 |
| APPROVED BY | DATE |
| | 1/1/12 |

Attachment C

City Council Policy F-7

INCOME AND OTHER PROPERTY

The City owns and manages an extensive and valuable assortment of property including streets, parks, beaches, public buildings and service facilities. The City also owns or ground leases and/or operates a yacht basin, resort hotel and apartment property, a luxury residential development and various other income-producing properties. Much of the income property is tidelands, filled tidelands or waterfront. Unencumbered fee value of income property is substantial.

As owner/manager of property, the City is the steward of a public trust, and state law requires the City to maximize its returns on state-managed property or be subject to a charge of making a gift of public funds. Nevertheless, the City Council recognizes the importance of this property not only as a revenue generator, but also as a means to provide otherwise financially less feasible uses and facilities that benefit the community.

In managing its property, the City will continually evaluate the potential of all City owned property to produce revenue. This may include leasing or licensing unused land, renting vacant space, and establishing concessions in recreation areas or other similar techniques. The City Council will evaluate the appropriateness of establishing new income generating opportunities on City controlled areas using sound business principles and after receiving input from neighbors, users and the public.

The policy of the City Council is that income and other property be held and managed in accordance with the following:

- A. Whenever a lease, license, management contract, concession or similar action regarding income property is considered by the City, an analysis shall be conducted to determine the maximum or open market value of the property. This analysis shall be conducted using appraisals or other techniques to determine the highest and best use of the property and the highest income generating use of the property.
- B. All negotiations regarding the lease, license, management contract, concession, or similar action regarding income property shall include review of an appraisal or analysis of the use being considered for the property conducted by a reputable and independent professional appraiser, real estate consultant, or business consultant.
- C. The City shall seek, whenever practical and financially advantageous, both in the short and long term, to operate or manage all property and facilities directly with City staff or contractors, provided staff have the expertise needed to competently do so, or to oversee the work of contractors.
- D. In most negotiations regarding the lease, license, management contract, concession, or similar action regarding an income or other property, the City shall seek revenue equivalent to the open market value of the highest and best use; and, whenever practicable the City shall conduct an open bid or proposal process to ensure the highest financial return.

- E. However, in some circumstances the City may determine that use of a property by the public for recreational, charitable or other nonprofit purpose is preferred and has considerable public support, in which case the City may determine that non-financial benefits justify not maximizing revenue from such property. In such circumstances, the City has a vested interest in ensuring that the lessee of such property operates the activities conducted on or from the property in the manner that has been represented to the City throughout the duration of any lease or contract with the City.
- F. Whenever less than the open market or appraised value is received or when an open bid process is not conducted, the City shall make specific findings setting forth the reasons thereof. Such findings may include but need not be limited to the following:
 - 1. The City is prevented by tideland grants, Coastal Commission guidelines or other restrictions from converting the property to another use.
 - 2. Redevelopment of the property would require excessive time, resources, expertise and costs, which would outweigh other financial benefits.
 - 3. Converting the property to another use or changing the operator, manager, concessionaire, licensee, or lessee of the property would result in excessive vacancy, relocation or severance costs, real estate commissions, tenant improvement allowances, expenses or rent concessions which would outweigh other financial benefits.
 - 4. Converting residential property to another use or opening residential leases to competitive bid would create recompensable liabilities and other inequities for long-term residents.
 - 5. The property provides an essential or unique service to the community or a clearly preferred use that enjoys substantial support in the community that might not otherwise be provided were full market value of the property be required.
 - 6. The property serves to promote other goals of the City such as affordable housing, preservation of open space, uses available to the public or marine related services.
- G. Generally, lengths of licenses, leases, management contracts, concessions, or similar agreements will be limited to the minimum necessary to meet market standards or encourage high quality improvements and will contain appropriate reappraisal and inflation protection provisions. Also, all agreements shall contain provisions to assure complete audits periodically through their terms.
- H. All negotiations regarding the license, lease, management contract, concession or similar action regarding income property shall be conducted by the City Manager or his/her designee under the direction of any appropriate City committees.
- I. To provide an accurate accounting of actual net revenues generated by the City's income property, all costs directly attributable or allocable to the management of a specific income property shall be charged against the gross revenues collected on that property in the fiscal year the costs are incurred. Costs so chargeable include, but are not limited to, property repairs and maintenance, property appraisals, and consultant fees, as authorized by the City Council, City Manager, or by this Income Property Policy.

- J. The City Manager or his/her designee is authorized to sign a license, lease, management contract, concession, or similar agreement or any amendment thereto, on behalf of the City. Notwithstanding the foregoing, the City Manager or his/her designee, or a City Council member, may refer any license, lease, management contract, concession or similar agreement or any amendment thereto, to the City Council for its consideration and/or action.

- K. The City's portfolio of quality income producing properties adds an element of diversification to a portfolio otherwise invested primarily in financial assets. Certain of those income properties are restricted from sale by their terms of grant, state agency regulations or rules, other federal and state guidelines, private covenant or agreement or otherwise. For those properties not so restricted from sale, an analysis shall be prepared to determine the following prior to such income producing property being offered for sale:
 - 1. The maximum open market value of the City's interest in the property in its as is condition.
 - 2. If the property is in an important location, a determination of the possible future consequences of the City no longer controlling that property.
 - 3. If the current rent is contractually low and significant rent increases are likely within a finite period.
 - 4. The likelihood of significant increases in the ability of the property to generate income after the expiration of any current lease of the property.
 - 5. The likelihood of a lease extension being requested by the tenant and the ability to substantially increase rents or require significant improvements to enhance the utility and the value of the property as consideration for granting such an extension.
 - 6. The value of the revenue stream from (i) lease income over the life of an existing lease and/or (ii) likely lease revenue if an existing lease were to be renewed or the property re-let to a different tenant; and/or (iii) lease income from the property if it were to be converted to its highest and best use, compared with the financial benefits of the use of the proceeds of a sale and if, considering the totality of the circumstances, such use of the proceeds of a sale is preferable to retaining the property in question.

History

Adopted F-24 – 7-27-1992
 Amended F-24 – 1-24-1994
 Amended F-7 – 2-27-1995
 Amended F-7 – 2-24-1997
 Amended F-7 – 5-26-1998
 Amended F-7 – 8-11-2009
 Amended F-7 – 5-14-2013
 Amended F-7 – 2-12-2019
 Amended F-7 – 11-14-2023



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 16

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Lauren Wooding Whitlinger, Real Property Administrator - 949-644-3236, lwooding@newportbeachca.gov

TITLE: Revocable License Agreement with Sprouts of Promise Foundation for Temporary Use of City Property for a Certified Farmers' Market at McFadden Square and Newport Pier

ABSTRACT:

Since 2015, a certified farmers' market has operated each Sunday morning in McFadden Square at the base of the Newport Pier. The current license agreement for the market is set to expire September 30, 2025. In compliance with the City of Newport Beach's procurement requirements, a Request for Proposals (RFP) was published in December 2024 to identify a qualified operator for continued operation of the market. Only one proposal was received, from the current operator. Sprouts of Promise Foundation was selected as the most qualified and responsive proposer. For the City Council's consideration is a new, five-year Revocable License Agreement (Attachment A) with Sprouts of Promise Foundation for operation and management of the certified farmers' market at McFadden Square and Newport Pier, including a request to waive City Council Policy F-7.

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) Authorize the City Manager and City Clerk to execute the Revocable License Agreement between the City of Newport Beach and Sprouts of Promise Foundation for Temporary Use of the City Property for the Certified Farmers' Market at McFadden Square and Newport Pier in a form substantially similar to the agreement attached to the staff report; and
- c) Approve a waiver of City Council Policy F-7 – *Income and Other Property* based on the findings contained in this staff report and the Agreement that charging less than fair market rent promotes the City's goals to provide essential or unique services to the community that cannot otherwise be provided if full market rates were charged.

DISCUSSION:

Since 2015, a certified farmers' market has operated on the City-owned property known as McFadden Square Plaza at the base of the Newport Pier on the Balboa Peninsula. The market, managed by Sprouts of Promise Foundation, was relocated to McFadden Square from the public right-of-way on Via Oporto at Central Avenue after operating there for more than four years due to extensive construction in the Lido Marina Village area.

The weekly Newport Pier Certified Farmers' Market (Market) operates on the City-owned pedestrian plaza at the base of the Newport Pier and the corner of West Balboa Boulevard and McFadden Place, adjacent to the West Ocean Front public parking lot, as shown in Figure 1 below.

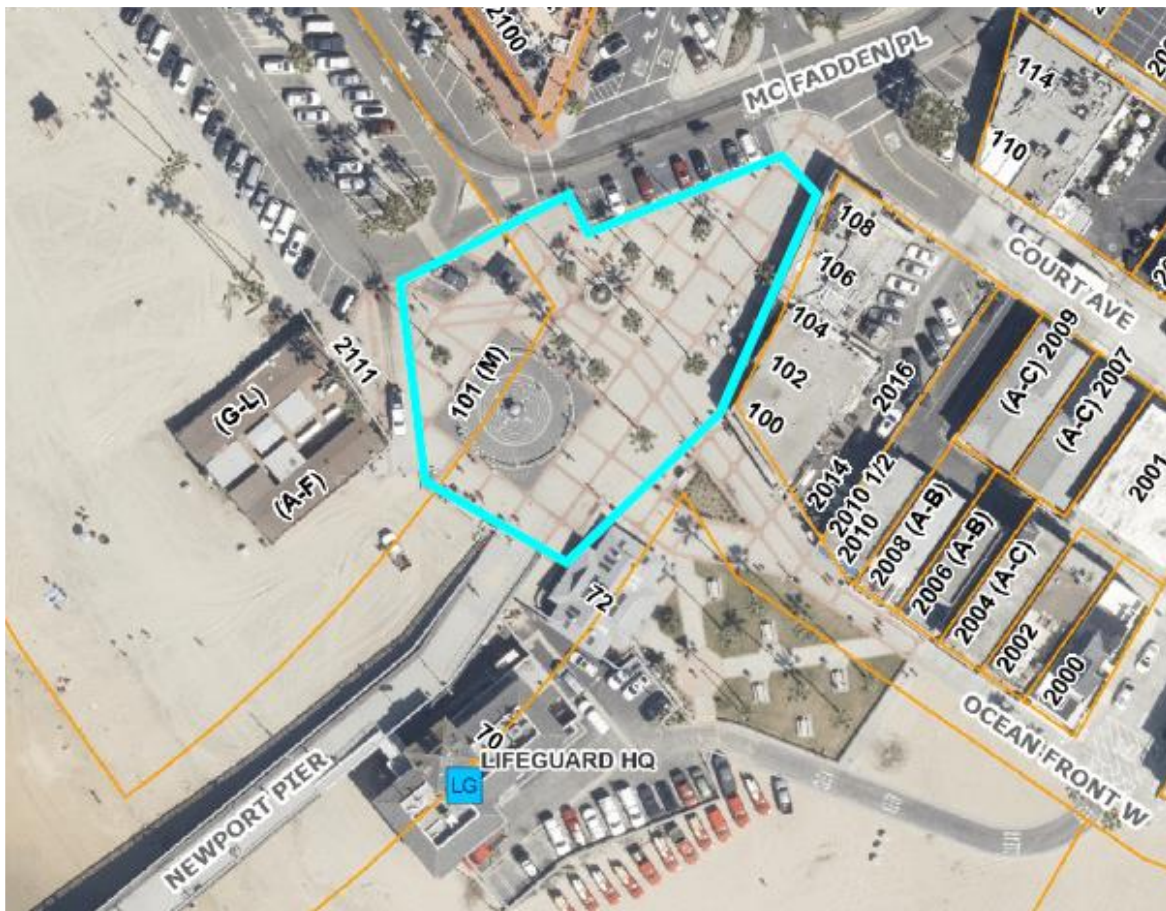


Figure 1 – location of current market

The Market runs every Sunday morning from 8 a.m. to 2 p.m., with set-up starting no earlier than 7 a.m. and tear-down and clean-up completed by 4 p.m. The Market layout takes the various converging pedestrian and bike pathways into consideration so as not to impede the flow of traffic in the area (Attachment B).

Under the current license agreement, the manager pays the City a license fee of \$364.56 per month, or \$4,374.72 per year. The Market is operating as a “certified farmers’ market” with “certified producers” as defined by the California Code of Regulations [Title 3,

Sections 1392.2(d) and 1392.2(e)] with the appropriate permits and approvals from the State of California Department of Agriculture and the Orange County Health Department. The current license agreement allows for up to 40 vendors, with participation each week averaging around approximately 40 vendors.

Request for Proposals

City Council Policy F-7 – *Income and Other Property* (Policy F-7) establishes the selection process for all tenants utilizing City-owned real property assets. In anticipation of the expiration of the current license, and in accordance with Policy F-7, the City published RFP No. 2025-32 in December 2024 to solicit bids for the use of City-owned property. The RFP was distributed through PlanetBids, the City's web-based procurement portal, and was also emailed to more than 150 companies involved in operating and managing community and farmers markets throughout Southern California.

A mandatory pre-bid site walk was held on January 16, 2025, and proposals were due to the City by February 6, 2025.

The purpose of the RFP was to solicit proposals from qualified operators interested in continuing the management and operation of the certified farmers' market at the Newport Pier. Market operators were asked to include the following in their proposals:

1. Their ability to provide a high quality, family-friendly certified farmers' market;
2. Their experience attracting high-quality vendors that are certified farmers or producers;
3. A comprehensive plan detailing the proposed market layout and vendor mix, with an information tent, a restroom, trash and recycling, and signage plan; and
4. Information about the operator's staffing and management of the necessary permits and licensing, safety and security, set-up and operating guidelines was also required, as well as the marketing and outreach capabilities.

Selection Process

Proposers were required to have a minimum of five years' experience delivering community or certified farmers' markets for local governments with knowledgeable and experienced staff. The proposers' ability to retain the mix and quality of products offered at the existing market was of particular concern to the panel.

Proposals were reviewed by a staff panel and scored based on the following criteria:

- Qualifications and Experience of the Firm
- Qualifications and Experience of Key Personnel and Staffing
- Method of Approach / Project Approach

- Participating Vendors

The City received one proposal to operate the McFadden Market. City staff conducted a thorough review of the proposal and determined the sole proposer, Sprouts of Promise Foundation, met the qualifications and requirements of the RFP and illustrated its capacity to successfully operate the McFadden Market, with a total weighted score of 2,740 out of 3,000 maximum points.

Proposed Market

Sprouts of Promise Foundation (Licensee) is the incumbent market operator and proposes to continue operating the farmer's market by retaining the existing vendors and producers and adding a limited number of new vendors to complement the existing offerings and meet the interests of the community. The Licensee will also allow a limited number of the vendors to offer unique "hot" food items available for consumption at the market, aimed towards not pulling business away from local retail establishments.

With an emphasis on safety and security, appropriate permits will also be obtained from the Fire Department to ensure the safety of the food vendors that will be cooking onsite. The Licensee's proposed market layout and site plan is shown in Attachment B.

City Council Policy F-7, Income and Other Property

Due to the unique services provided to the community, and the income and operational limitations of managing a weekly market, a nominal amount of rent is proposed in the Agreement to offset some of the City's administrative costs. Staff believes the following findings can be made, as required by Policy F-7 (Attachment C) when less than fair market value rent is received in exchange for non-financial benefits, and a waiver is requested:

1. The Market provides an essential or unique service to the community that might not otherwise be provided if full market value rent of the property was required; and
2. With the proposed rent charged at less than fair market value, the use provides an important amenity to the City and might not otherwise be provided if full fair market value of the property were required.

Revocable License Agreement

The proposed terms of the Agreement are summarized below:

1. The initial term is 5 years, with one 5-year extension option, for a total possible term of 10 years, unless terminated earlier as provided by the Agreement.
2. A license fee in the amount of \$6,000 per calendar year shall be paid by the Licensee, with payments submitted to the City each month. The license fee shall be adjusted by the change in the Consumer Price Index (CPI) each year upon the anniversary of the effective date of the Agreement.

3. The Licensee shall be responsible for obtaining the necessary permits and approvals from state and local agencies to operate the Market and will be responsible for ensuring each of the vendors has the necessary permits and approvals for their individual businesses, including obtaining a City business license, if required. The requirement for a City business license shall be waived as a hardship for certified producers pursuant to Section 5.04.025 of the Newport Beach Municipal Code (NBMC).
4. The Market may operate every Sunday from 8 a.m. to 2 p.m., with setup beginning no earlier than 7 a.m. and tear-down completed by 4 p.m., and the site returned to its original condition free of trash and debris.
5. Setup of the Market shall include placement of traffic control bollards and signage as may be required by the City's Public Works and/or Fire Departments.
6. The Market operations must adhere to applicable federal, state and local laws and the operator shall obtain the necessary permits and approvals.
7. A Licensee representative shall be present onsite during each Market, from commencement of setup to completion of clean up.
8. Licensee shall provide certificates of insurance to the satisfaction of the City's risk manager, naming the City as additional insured.

The Agreement has been reviewed by the City Attorney's Office and has been approved as to form. The Licensee has reviewed and approved the terms of the Agreement.

FISCAL IMPACT:

Revenues collected pursuant to the proposed Agreement, \$6,000 per year as adjusted annually by the change in CPI, will continue to be posted to the General Fund (01050505) accounts in the Community Development Department and will be included in future years' 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 – Revocable License Agreement

Attachment B – Market Site Plan

Attachment C – City Council Policy F-7

Attachment A

Revocable License Agreement

**REVOCABLE LICENSE AGREEMENT
BETWEEN THE CITY OF NEWPORT BEACH
AND SPROUTS OF PROMISE FOUNDATION FOR TEMPORARY USE
OF CITY PROPERTY FOR A CERTIFIED FARMERS' MARKET
AT MCFADDEN SQUARE AND NEWPORT PIER**

THIS REVOCABLE LICENSE AGREEMENT FOR TEMPORARY USE OF CITY PROPERTY FOR A CERTIFIED FARMERS' MARKET ("Agreement") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the City of Newport Beach, a California municipal corporation and charter city ("City"), and Sprouts of Promise Foundation, a California nonprofit organization ("Licensee"), 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 the City.
- B. A certified farmers' market is defined by the California Code of Regulations as a location approved by the county agricultural commissioner of the county where agricultural products are sold by producers or certified producers directly to consumers or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users. A certified farmers' market may only be operated by one or more certified producers, by a nonprofit organization, or by a local government agency (3 CCR § 1392.2(a)).
- C. Licensee is a nonprofit organization and has operated a certified farmers' market, in accordance with Food and Agriculture Code Sections 47000 *et seq.* (implementing regulations) and California Code of Regulations, Title 3, Sections 1392, *et seq.* (hereinafter "Certified Farmers' Market") in Newport Beach since 2010.
- D. Licensee has requested that it be allowed to continue to operate the Certified Farmers' Market in the McFadden Square area at the Newport Pier on Sundays with certified and experienced organizations, vendors, participants and service providers (collectively, "Vendors").
- E. In accordance with City Council Policy F-7, whenever fair market value rent is not received for the use of City property, the City shall make specific findings setting forth the reasons thereof. The City finds that charging less than market value for this use provides an essential and unique service to the community that might not otherwise exist if full rent were required. Additionally, as the certified farmers' market may be located, in part, upon public tidelands and the rent is below fair market value, the City Council finds this use provides a public benefit to the people of California. This benefit comes from providing affordable access to healthy and sustainable food and greater access to the tidelands generally, making it a matter

of statewide benefit. Without the reduced rent, these beneficial uses of the property might not provided were full market value of the property required.

- F. In consideration of the mutual promises and obligations contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, City hereby grants to Licensee the revocable right to temporarily occupy and use the License Area (defined in Section 1.1 below), and Licensee accepts the same on the following terms and conditions.

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

1. LICENSE

1.1 City grants a non-exclusive license ("License") to Licensee for the term of this Agreement for Licensee to use an area located within the public right-of-way that is owned by the City, bounded by West Balboa Boulevard and McFadden Place. This area is commonly known as McFadden Square and the Newport Pier, Newport Beach ("License Area"), as further depicted on Exhibit A, which is attached hereto and incorporated herein by reference, on Sundays for a Certified Farmers' Market.

1.2 The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and Licensee covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this Agreement.

2. USE OF THE LICENSE AREA

2.1 The purpose of this License is to allow for the operation of a Certified Farmers' Market within the License Area as depicted on Exhibit A. Use of any area outside the License Area shall not be permitted unless prior written consent is provided by the City. Licensee agrees to use the License Area only for the activities described herein, and not to use or permit the use of the License Area for any other purpose without first obtaining the prior written consent of City, which consent may be withheld in City's sole discretion.

2.2 Acceptable ancillary activities include:

- i. Entertainment typical of a certified farmers' market, such as live music, face painter, balloon artist, seasonal characters (e.g., Santa Claus), *etc.*
- ii. Community booths to allow participation of local organizations/businesses to take part in the community focused event (e.g., nonprofits, green initiatives, health awareness, local businesses).
- iii. Local artisan booths to sell hand-made goods typically made in a traditional or non-mechanized manner utilizing high quality ingredients (e.g., cheese, bread, soap, jewelry, *etc.*).

- iv. Information tent to allow customers and visitor an opportunity for the Licensee to answer questions and take suggestions on potential new vendors.

3. PERMITS AND LICENSES

3.1 Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certifications that may be required by any governmental agency, including without limitation those permits as may be issued by the State of California, Department of Agriculture, the Orange County Agricultural Commissioner, the Orange County Health Department and the City of Newport Beach to operate a certified farmers' market.

3.2 Licensee shall provide the License Administrator, as defined in Section 10 below, with a copy of all required permits, licenses and certificates that may be required by Licensee and Vendors.

3.3 Licensee shall not allow any Vendor to participate in the Certified Farmers' Market until: (1) all appropriate permits, licenses and certifications are obtained; and (2) a copy of said permits are furnished to the Licensee (This includes, but is not limited to, a City business license and a temporary food facility permit from the Orange County Health Care Agency); and (3) a completed Liability Release Statement in accordance with Section 7.8 is received by License.

4. TERM

4.1 The term of this Agreement shall commence on October 1, 2025, and shall continue for a five (5) year term, with the option to renew for one (1) additional five (5) year term at the discretion of the City Manager, unless terminated earlier as set forth herein.

4.2 The City Manager may renew this License for one (1) additional five (5) year term if it is determined that (i) the terms of the Agreement have been complied with; (ii) a copy of all required license, permits and certificates are on file with the License Administrator; and (iii) the use of the License Area by Licensee is not causing a negative impact on surrounding properties and uses. Any renewals approved pursuant to this Section must be in writing and approved as to form by the City Attorney.

5. FEES

5.1 Licensee shall pay the City **Five Hundred Dollars and 00/100 (\$500.00)** per month ("License Fee") during the term of this Agreement, which amount shall be due and payable on the first of each month ("Due Date"), commencing the first day of the first month following the Effective Date . The License Fee shall be pro-rated in the event of a partial month's use of the License Area at the beginning or end of the Term.

5.2 If Licensee fails to pay the License Fee within thirty (30) calendar days of the Due Date, Licensee shall pay a penalty in an amount equal to ten percent (10%) plus

interest in an amount equal to ten (10%) percent per annum on the unpaid amount, including the late fee, that was not timely paid by the Licensee, until paid in full.

5.3 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the License Fee shall 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 License Fee by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month four (4) 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-Long Beach-Anaheim 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 License Fee in effect immediately preceding such adjustment. The maximum adjustment increase to the License Fees, for any year where an adjustment is made pursuant to this Section, shall not exceed two and one-half percent (2.5%) of the License Fees in effect immediately preceding such adjustment.

6. CONDITIONS OF LICENSE

Licensee shall comply with the following conditions prior to the commencement of use of the License Area:

6.1 Licensee shall procure and maintain any and all required licenses, permits and certifications to operate the certified farmers' market in accordance with Section 3 above. Licensee shall require the same of Vendors.

6.2 Licensee shall submit for review and obtain approval for all advertising and directional signage from the City's Public Works Department and Community Development Department, as required by the City's Municipal Code.

6.3 The Licensee shall direct Vendors to park their vehicles in the nearby public parking lots, in compliance with posted parking rules and rates, as determined and approved by the City's Community Development Director.

6.4 An initial site plan and/or floor plan showing the layout of the Certified Farmers' Market sales areas, and such other information has been reviewed by the City's Community Development Department, Fire Department, and Public Works Department, and is attached in Exhibit A. Prior to implementing any modifications to the site plan during the Term, Licensee shall submit any proposed changes to the market layout to the City for review and approval by the City's Community Development Department, Fire Department, and Public Works Department and shall obtain any new or modified permits that may be necessary, at Licensee's sole cost and expense. The Fire Department's

Conditions of Approval are attached hereto as Exhibit B and incorporated herein by this reference.

6.5 Licensee shall follow the marketing plan and reporting requirements for the Certified Farmers' Market, and submit proof thereof to the City as further detailed in the Marketing Plan attached hereto as Exhibit C and incorporated herein by this reference.

7. CONDITIONS OF OPERATION

Licensee shall comply with the following conditions of operation during use of the License Area:

7.1 Licensee may utilize the License Area on Sundays from 7:00 a.m. until 4:00 p.m. Set up activities for the certified farmers' market shall not occur prior to 7:00 a.m. The certified farmers' market may operate each Sunday from 8:00 a.m. to 2:00 p.m., respectively. Licensee shall ensure that the License Area is returned, clean and free of debris, to its original condition no later than 4:00 p.m. on the same day. City reserves the right to modify the hours of set up and operation, in the City's sole and absolute discretion.

7.2 Notwithstanding the schedule outlined in Section 7.1, the certified farmers' market may be restricted from operation due to a special event in the license area. The City, upon thirty (30) days written notice, may restrict operation of the certified farmers' market on additional Sundays, without any compensation or reimbursement to Licensee.

7.3 Licensee or its representative shall be present during each and every certified farmers' market from commencement of set up to the completion of clean up.

7.4 The storage of materials is expressly prohibited in the License Area beyond the approved hours of use of the License Area.

7.5 Licensee shall recruit and retain vendors for the certified farmers' market and verify that all individual vendors that are:

- i. "Certified producers" or "producers" within the meaning of California Code of Regulations Title 3, Sections 1392.2(d) and 1392.2(e) and ensure that all vendors adhere to all applicable rules and regulations concerning product quality and that the products offered for sale by vendors are pest and disease free.
- ii. Selling food or providing free food tastings for onsite consumption obtain a temporary food facility permit pursuant to Health and Safety Code Section 114380 et seq, if applicable.

7.6 Pursuant to Section 5.04.025 of the Municipal Code, the City Council found that the requirement to obtain a business license is a hardship on the certified producers (farmers) due to the increase costs associated with the production and transportation certified produce or products, and the City Council waived the requirement for certified

producers to obtain a business license. All other vendors must comply with the Municipal Code and obtain the necessary business licenses.

7.7 Licensee shall not allow any participant and/or service provider to participate in the certified farmers' market until a City of Newport Beach business license is obtained and a copy of said license is furnished to the Licensee. Licensee shall inform any vendors that engage in selling tangible personal property they may be subject and shall comply with the California sales tax reporting laws and inform the State Board of Equalization that the City is the point of sale location.

7.8 Licensee shall obtain a completed Liability Release Statement from each vendor, prior to the vendor's participation in any certified farmers' market, in the form of Exhibit D, which is attached hereto and incorporated herein by reference. Licensee shall not allow any vendor to participate in the certified farmers' market until a completed application and Liability Release Statement is received by the City.

7.9 Licensee shall annually, on or before March 1, provide to the City a current roster of vendors.

7.10 No more than fifty (50) vendors shall display and/or sell food or products at the certified farmers' market and shall be in compliance with fire and health department regulations, including spacing, Vendor grouping requirements, and separation limits. Entertainers, community booths and local artisans shall be included within the fifty (50) vendor limit. The Licensee may locate up to an additional ten (10) vendors on the pier as depicted on Exhibit A-4 during seasonal market events or other special events promoted by the Licensee. No additions, enlargements or modifications of uses or structures within the License Area shall be allowed without prior written approval of the City Manager or designee.

7.11 Licensee shall be responsible for setup, operation, maintenance, sanitation and cleanup of the certified farmers' market. Set up shall include placement of vendors in accordance with the approved site plan. Licensee shall be responsible for maintaining the License Area in a clean and orderly fashion during the approved hours of use of the License Area by providing routine removal of foreign material, waste and debris from the License Area. After the completion of each certified farmers' market, Licensee shall be responsible for properly disposing of all trash that has accumulated from the operations of the certified farmers' market. Maintenance, sanitation and clean up shall be conducted within such rules and guidelines as may be promulgated by the Orange County Health Department, the City, and any other governmental entity having jurisdiction

7.12 Licensee shall observe community noise restrictions as set forth in the City's Municipal Code. Sound amplification associated with any activity is also subject to the Municipal Code. Licensee shall obtain and maintain a sound amplification permit prior to the use of any sound amplification equipment.

7.13 Entertainers shall be limited to live musical or vocal acts, face painters, balloon artists, jugglers, and seasonal characters or similar acts. Licensee or entertainer shall eliminate or reduce the volume of entertainment acts or amplified sound if

complaints are received and at the direction of a Police Officer, Code Enforcement Officer, or Park Patrol Officer if sound disturbs persons of normal sensitivity.

7.14 Community booths shall be limited to non-profit organizations, local service organizations or local businesses to promote community awareness or events. The promotion or display of tobacco related products shall be prohibited unless associated with a law enforcement awareness program.

7.15 Operations within the License Area shall be conducted in accordance with California Code of Regulations Title 3, Sections 1392.1, *et seq.*, and within the guidelines set forth in the State of California Department of Agricultural marketing plan.

7.16 All loading and unloading of merchandise, vendor booths and other related improvements shall take place within the License Area.

7.17 The site plan shall be designed and operated so as to conform to access standards set forth by Title 24 of the Uniform Building Code (handicapped access requirements).

7.18 Licensee may permit vendors to provide tastings of their products to attendees, subject to applicable law. Tastings are limited to sample-sized portions and shall not constitute full servings for consumption on-site, except as otherwise authorized by law.

7.19 Licensee may allow no more than five (5) vendors to sell food items for on-site consumption. At its sole and absolute discretion, the City reserves the right to require the Licensee to reduce the number of vendors selling food for onsite consumption and/or restrict on-site food consumption to tastings only, by providing the Licensee ten (10) calendar days' prior written notice.

7.20 Only a Certified Farmers' Market may be operated in the License Area. Licensee may not operate or conduct any other event or enterprise unless Licensee receives required additional approvals from the City.

7.21 Sale of alcoholic beverages is permitted at the certified farmers' market only in compliance with California Assembly Bill No. 2488, Chapter 98, Section 23399.4, and any other applicable state or local laws and regulations. All alcoholic beverage sales must be limited to retail sales for off-site consumption. On-site consumption of alcoholic beverages is prohibited, except as otherwise authorized by law for tastings, which must comply with the restrictions set forth under AB 2488 and related regulations.

7.22 If the Certified Farmers' market is determined by the City's Chief of Police to be creating an undue impact to existing City police services, Licensee may be required to secure a private security guard or guards upon at least thirty (30) calendar days' prior written request by the City. Should Licensee fail to secure a private security guard or guards pursuant to said written notice, Licensee shall reimburse City for any costs related to City hiring a private security guard or guards. Should the Certified Farmers' Market create the need for additional police services including City traffic officer services, as

determined by the City's Chief of Police, the Licensee shall reimburse the City for these additional police services.

7.23 Licensee shall comply with all traffic regulations established for the operation of the certified farmer's market by the City Traffic Engineer, which are attached as Exhibit E to this agreement and incorporated herein by this reference. Throughout the term of this License, City reserves the right to require Licensee, at Licensee's sole cost and expense, to provide additional traffic control measures deemed necessary by the City, in its sole and absolute discretion, to ensure public safety and/or to alleviate traffic impacts in the areas surrounding the License Area; in each case upon not less than five (5) calendar days' prior written notice to Licensee.

7.24 Licensee covenants and agrees that Licensee shall: (i) not use the License Area for any unlawful purpose; (ii) use the License Area in a careful and proper manner in accordance with this Agreement; and (iii) not bring or use any Hazardous Materials, as defined by state or federal law, on the License Area.

7.25 Licensee shall at its own expense operate the certified farmers' market in accordance with all applicable provisions of the statutes, rules and regulations of the State of California, the ordinances, and regulations of the County of Orange, and the Charter and Ordinances of the City of Newport Beach.

7.26 City shall be entitled, without prior notice, to inspect the License Area for compliance with the terms of this Agreement, and with all applicable Federal, State and local (including those of the City) government regulations.

8. TERMINATION OF LICENSE

8.1 Notwithstanding the term of this Agreement, this License may be terminated during the term or any extended term in the following manner:

- i. By Licensee: At any time, without cause upon the giving of thirty (30) calendar days written notice of termination to City;
- ii. By City: At any time, without cause upon the giving of thirty (30) calendar days written notice of termination to Licensee; or
- iii. If, after written notice of default to Licensee of any of the terms or conditions of this Agreement, Licensee fails to cure or correct the default within ten (10) business days of receipt of written notice, City may immediately terminate the License.

9. ADMINISTRATION

This License shall be administered by the Community Development Department. The Community Development Director or his/her designee shall be the License Administrator and shall have the authority to act for City under this License. The License

Administrator or their authorized representative shall represent City in all matters pertaining to this License.

10. INDEMNITY AND LIABILITY FOR DAMAGES

10.1 Licensee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's 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 Licensee's presence or activities conducted that relate in any way to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Licensee, employees, vendors, suppliers, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Licensee 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 attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee.

10.2 Licensee shall be liable and responsible for the security, repair and maintenance of the License Area to the extent necessitated by Licensee's use of the License Area under this Agreement. Licensee shall use care to protect the License Area and restore it to its original condition to the satisfaction of the City when the License Area is not in use by Licensee.

11. INSURANCE

Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee 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 F, and incorporated herein by reference.

12. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

This License shall not be assigned or transferred without the prior written approval of City which approval may be withheld in the City's sole and absolute discretion. Any assignment or transfer made without the City's prior written consent shall be null and void.

13. CONFLICT OF INTEREST

The Licensee or its employees may be subject to the provisions of the California Political Reform Act of 1974 ("Act"), which (a) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (b) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Licensee shall conform to all requirements of the Act. Notwithstanding Section 9, failure to conform to the requirements of the Act constitutes a material breach and is grounds for immediate termination of this Agreement by City. Licensee shall indemnify and hold harmless City for any and all claims for damages resulting from Licensee's violation of this Section.

14. NOTICE

14.1 All notices, demands, requests or approvals 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. All notices, demands, requests or approvals from Licensee to City shall be addressed to City at:

Community Development Department
City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
Newport Beach, CA 92660

14.2 All notices, demands, requests or approvals from City to Licensee shall be addressed to Licensee at:

Sprouts of Promise Foundation
Attn: Mark Anderson
18282 Marbrise Abanita Drive
Murrieta, CA 92562
Phone: (310) 699-6134

15. STANDARD PROVISIONS

15.1 Recitals. City and Licensee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

15.2 Compliance with all Laws. Licensee 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 Licensee shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the License Administrator.

15.3 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.

15.4 Integrated Agreement. 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.

15.5 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.

15.6 Amendments. This Agreement may be modified or amended only by a written document executed by both Licensee and City and approved as to form by the City Attorney.

15.7 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.

15.8 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.

15.9 Taxes. Licensee acknowledges that the License granted herein may be subject to possessory interest taxes. Licensee shall have the sole obligation to pay any taxes, fees and assessments, plus applicable penalties and interest, which may be imposed by law and arise out of Licensee's License hereunder. Licensee shall indemnify, defend and hold harmless City against any and all such taxes, fees, penalties or interest assessed, or imposed against City hereunder.

15.10 No Third Party Rights. The parties do not intend to create rights in or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

15.11 No Attorneys' Fees. In the event of any dispute under the terms of this Agreement the prevailing party shall not be entitled to attorneys' fees.

15.12 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: 8/28/25

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney
8.28.25
AG

By: _____
Grace K. Leung
City Manager

ATTEST:

Date: _____

LICENSEE: Sprouts of Promise
Foundation, a California nonprofit
organization

Date: _____

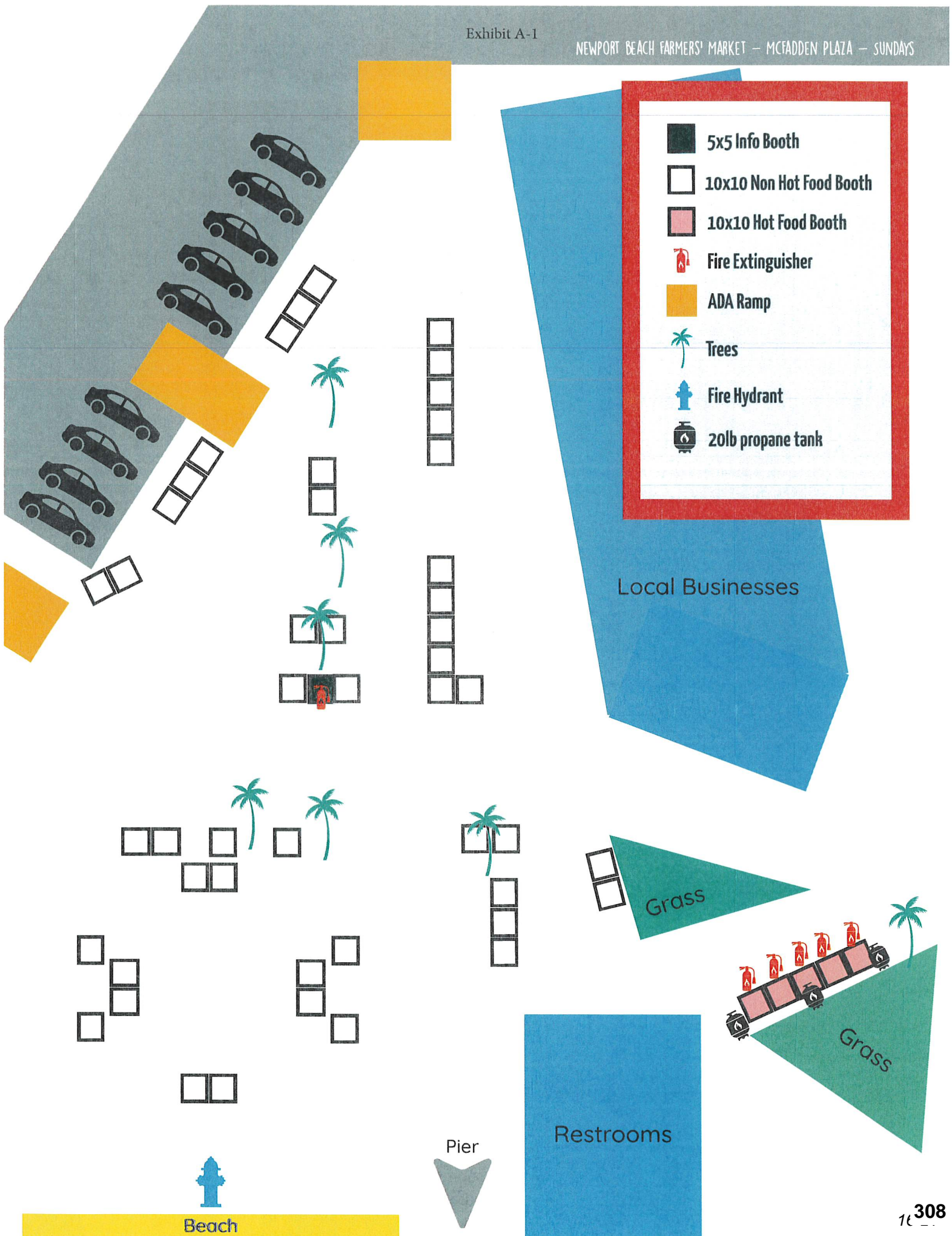
By: _____
Molly Perry
Interim City Clerk

By: _____
Mark Anderson
President

Attachments:

| | |
|------------|---|
| Exhibit A: | Depiction of License Area and Site Plan |
| Exhibit B: | Fire Department Conditions of Approval |
| Exhibit C: | Marketing Plan |
| Exhibit D: | Vendor Liability Release Statement |
| Exhibit E: | Traffic Regulations |
| Exhibit F: | Insurance Requirements |

EXHIBIT A
LICENSE AREA





Newport
Beach
GIS



0 1,000 2,000
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



Newport
Beach
GIS



0 200 400
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



A horizontal number line is shown with tick marks at 0, 100, and 200. The word "Feet" is written below the line. The segment between 0 and 100 is shaded black, and the segment between 100 and 200 is white.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



Newport
Beach
GIS



0 40 80
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015

EXHIBIT B

FIRE DEPARTMENT CONDITIONS OF APPROVAL

1. Licensee shall obtain any necessary Fire Department permits that may be required based on the market layout shown on the Site Plan. Prior to implementing any modifications to the Site Plan, Licensee shall obtain any new or updated permits that may be required by the Fire Department.
2. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
3. Emergency access must be maintained at all times during the Certified Farmers' Market, including the set-up period before and the clean-up period after the event.
4. Obey all City, County and State regulations. Comply with the lawful orders of Police and Fire personnel, or other government officials.
5. Licensee is responsible for ensuring all tents/canopies/shade structures or other similar equipment being used at the event are properly secured to the ground to ensure the safety of event participants and the public.
6. Inspections required on all tent permits. If tent permit is required, inspection fees apply.
7. Bollards to be installed per permitted plans.
8. Do not exceed posted occupant load inside buildings.
9. Visible and mounted fire extinguishers with current service tags.
10. No smoking signs are required.
11. Illuminated exit signs.
12. Emergency lighting.
13. Exit doors are not to be blocked and are to remain accessible as exits when the tent is occupied.
14. All interior decorative fabrics or materials shall be flame resistant. Provide certificates of flame resistance.
15. Bonding of chairs (if used) in groups of three or more is required when loose seats, folding chairs, or similar seating is not fixed to the floor, the occupant load is 200 or more, and tables are not provided.

16. Cooking and heating equipment shall not be located within 10 feet of exits or combustible materials.
 17. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet from a temporary membrane structure, tent, or canopy.
 18. LPG containers shall be located outside and be adequately protected and secured. If LPG used, permit must be obtained from Fire Department.
 19. Open flame or other devices emitting flame are not permitted inside or within 20 feet of the tent, canopy, or temporary membrane structure.
- If a pre-event inspection or inspector stand-by services are required, fees shall be charged accordingly.

EXHIBIT C

MARKETING PLAN

EXHIBIT C

MARKETING PLAN

- Maintain an attractive website with general market information (market hours, location, vendor recruitment info, e-newsletter sign-up, etc.).
- Monthly E-Newsletter distribution (celebrate seasonal produce, highlights market vendors, and promotes community happenings).
- Collaborate with community organizations to provide opportunities for cross-promotion and help us engage new audiences.
- Market Rewards (eg., free raffles, loyalty cards, etc.).
- Social Media: engage in relevant platforms for our markets (currently focused on Instagram and Facebook). Promote vendor & customer interaction.
- Open cross-collaborations with the City.

EXHIBIT D

CITY OF NEWPORT BEACH – FARMERS' MARKET VENDOR LIABILITY RELEASE STATEMENT

WHEREAS, the CITY OF NEWPORT BEACH, a California municipal corporation and charter City ("City"), has entered into a license agreement with SPROUTS OF PROMISE FOUNDATION, a California 501c3 nonprofit organization, to allow Sprouts of Promise to use the City owned public right-of-way located near West Balboa Boulevard and McFadden Place , within the area commonly known as McFadden Square and the Newport Pier, Newport Beach, California for a Certified Farmers' Market ("Farmers' Market");

WHEREAS, I, _____
being over the age of eighteen (18), have made a voluntary request to participate in the Farmers' Market; and

WHEREAS, in consideration of acceptance of my entry in the Farmers' Market, I agree on behalf of myself, my heirs, my executors, and administrators, to waive, release, and forever discharge any and all rights and claims for damages which may hereafter accrue to me against the below listed agencies, companies or entities, their officials, employees, as provided herein; and

WHEREAS, the City is willing to allow me to participate in the Farmers' Market pursuant to the below conditions.

NOW, THEREFORE, in consideration of the permission given to participate in the Farmers' Market, I do hereby agree to the following:

1. I recognize that participation in the Farmers' Market may be dangerous and contains risk of personal injury, death, disfigurement, disability or property damage or loss ("damages").

2. I have been fully informed of all aspects of the Farmers' Market and all aspects of the activities that I will be participating in at the Farmers' Market. Despite the potential risk of damages to me as a result of my participation in the Farmers' Market, I have decided to participate in the Farmers' Market. I understand and agree that my participation in the Farmers' Market is voluntary and that I may quit the Farmers' Market at any time.

3. I hereby agree to assume any and all risk and responsibility for all risks and damages associated with my participation in the Farmers' Market, whether identified by the City of Newport Beach, Sprouts of Promise Certified Farmers' Market, Sprouts of Promise Foundation, the market managers or the County of Orange including, but not limited to, strenuous physical activity or exertion, tripping or falling and being struck by objects or persons. Such risks may result in injuries that include, but are not limited to,

sprains, strains or tear of muscles or ligaments; fracture or dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries; or other damages related to pre-existing medical conditions I may have.

4. To the maximum extent permitted by law, I hereby, for myself, my heirs, executors, administrators, assigns or anyone who might claim on my behalf, agree not to bring any claim, and waive, release and discharge the City of Newport Beach, Sprouts of Promise Certified Farmers' Market, Sprouts of Promise Foundation, the market managers or the County of Orange, its officials, officers, agents, volunteers, consultants, attorneys and employees ("Released Parties") from any and all duty to me; liability for any damages to me; and/or liability for any damages, losses, costs, and expenses arising out of or in the course of my participation in the Farmers' Market, including all liability for any active or passive negligence by the Released Parties. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I expressly intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.

5. I hereby for myself, my heirs, executors, administrators, and assigns, agree to defend and indemnify the Released Parties against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while participating in the Farmers' Market.

I HAVE READ, UNDERSTAND AND AGREE TO THE WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY MY SIGNATURE ON THIS DOCUMENT, I AM WAIVING MY RIGHTS, INCLUDING ANY RIGHTS I MAY HAVE AGAINST THE RELEASED PARTIES

Dated: _____

Signature

Printed Name

Witness

Original: To Records

EXHIBIT E

TRAFFIC REGULATIONS

1. Prior to implementing any modifications to the Site Plan, Licensee shall submit the changes to the market layout to the Public Works Department for review and approval.
2. All vehicles shall be lawfully parked. No fire lane exemption.
3. No exclusive use of street, alleys, or sidewalks, except in the License Area pursuant to the terms of this Agreement.
4. No exclusive use of public parking areas.
5. No activities permitted in any portion of public street, sidewalk, or alley, except in the License Area pursuant to the terms of this Agreement.
6. No posting of promotional signs permitted on a portion of public property, including trees, utility poles, street signs unless otherwise approved by relevant City staff.
7. Activities shall not create a pedestrian or traffic hazard. Prevent crowds from standing in streets and from blocking sidewalks.
8. Complete clean-up of the License Area is the responsibility of the Licensee.
9. All directional signage must be set-up on the day of the Certified Farmer's Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.
10. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
11. Licensee shall ensure all traffic control measures are installed no later than one-hour before the start of the Certified Farmer's Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.

EXHIBIT F INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee 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. Licensee agrees to provide insurance in accordance with requirements set forth here. If Licensee uses existing coverage to comply and that coverage does not meet these requirements, Licensee 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. Licensee 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.

Licensee 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.
 - C. General Liability Insurance. Licensee 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 one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, product liability, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract. If required, the policy shall be endorsed to include affirmative coverage for Sexual Abuse/Molestation and corporal punishment, or a separate policy shall be obtained with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate.

- D. Automobile Liability Insurance. Licensee 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 Licensee 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.
 - E. Professional Liability Insurance. If determined by the City's Chief of Police for Licensee to secure a private security guard or guards, Licensee shall require and verify that contractor(s) maintain professional liability insurance with limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. The policy shall include coverage for assault and battery, abuse and molestation, care custody and control, and false arrest.
 - F. 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.
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 Licensee or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Licensee 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, excess 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, officials, agents, volunteers, and employees shall be included as insureds under such policies.

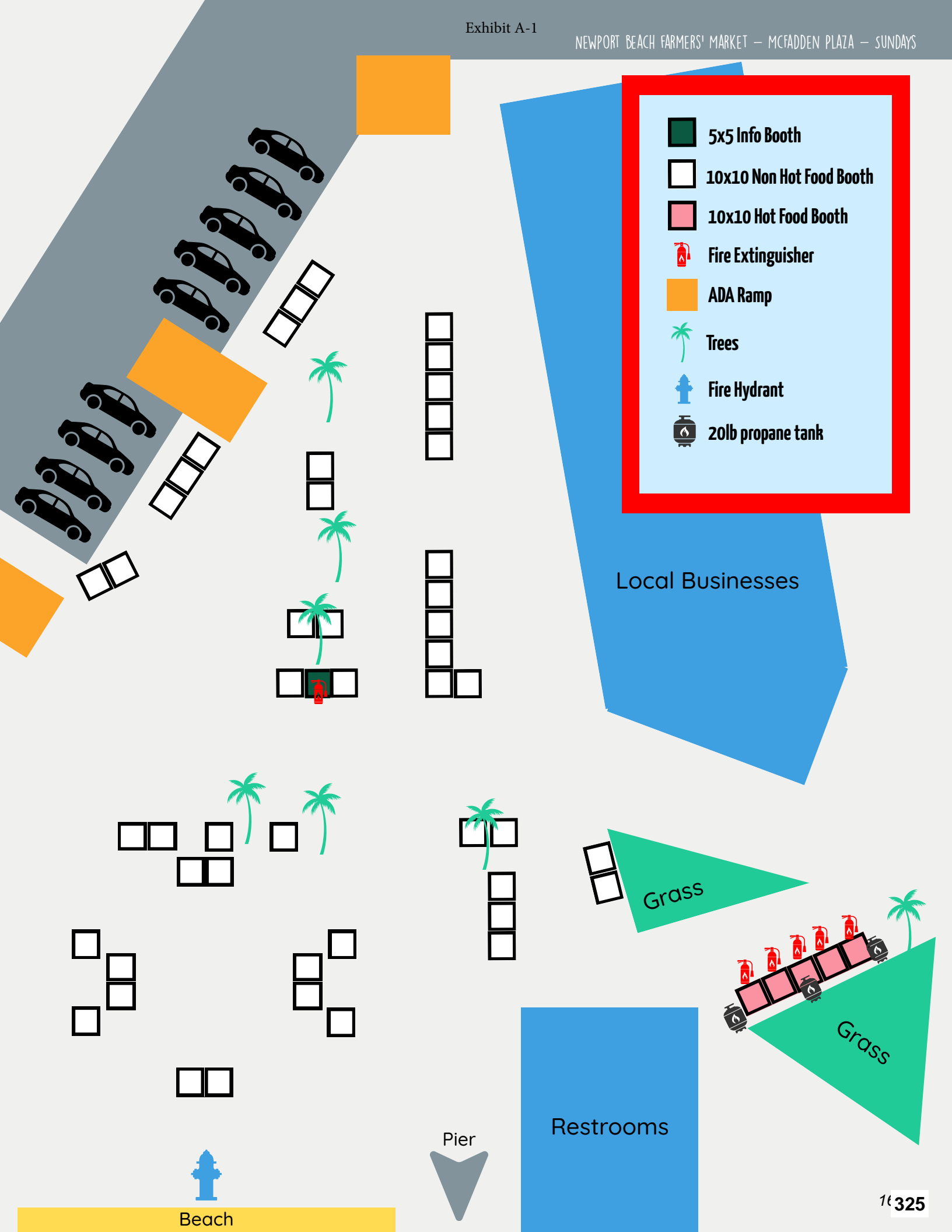
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except 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. Licensee 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. 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 Licensee sixty (60) calendar days advance written notice of such change.
 - C. Enforcement of Agreement Provisions. Licensee acknowledges and agrees that any actual or alleged failure on the part of City to inform Licensee of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
 - D. 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.
 - E. 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.
 - F. City Remedies for Non-Compliance. If Licensee 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 Licensee's right to proceed until proper evidence of insurance is provided.

- G. Timely Notice of Claims. Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this License, 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.
- H. Licensee's Insurance. Licensee 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.
- I. Vendor Insurance. The Licensee shall require and verify that all Vendors maintain insurance meeting all the requirements stated herein, excluding professional liability. Vendors shall maintain commercial general liability covering bodily injury, property damage, product liability, and personal and advertising injury, with limits of not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, or such other limits as the City may reasonably require. A copy of the insurance policy shall be provided to City upon request. Vendors shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Attachment B

Market Site Plan





McFadden Square
& Newport Pier

Newport
Beach
GIS



0 1,000 2,000
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



Newport
Beach
GIS



0 200 400
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



Newport
Beach
GIS



0 40 80
Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015

Attachment C

City Council Policy F-7

INCOME AND OTHER PROPERTY

The City owns and manages an extensive and valuable assortment of property including streets, parks, beaches, public buildings and service facilities. The City also owns or ground leases and/or operates a yacht basin, resort hotel and apartment property, a luxury residential development and various other income-producing properties. Much of the income property is tidelands, filled tidelands or waterfront. Unencumbered fee value of income property is substantial.

As owner/manager of property, the City is the steward of a public trust, and state law requires the City to maximize its returns on state-managed property or be subject to a charge of making a gift of public funds. Nevertheless, the City Council recognizes the importance of this property not only as a revenue generator, but also as a means to provide otherwise financially less feasible uses and facilities that benefit the community.

In managing its property, the City will continually evaluate the potential of all City owned property to produce revenue. This may include leasing or licensing unused land, renting vacant space, and establishing concessions in recreation areas or other similar techniques. The City Council will evaluate the appropriateness of establishing new income generating opportunities on City controlled areas using sound business principles and after receiving input from neighbors, users and the public.

The policy of the City Council is that income and other property be held and managed in accordance with the following:

- A. Whenever a lease, license, management contract, concession or similar action regarding income property is considered by the City, an analysis shall be conducted to determine the maximum or open market value of the property. This analysis shall be conducted using appraisals or other techniques to determine the highest and best use of the property and the highest income generating use of the property.
- B. All negotiations regarding the lease, license, management contract, concession, or similar action regarding income property shall include review of an appraisal or analysis of the use being considered for the property conducted by a reputable and independent professional appraiser, real estate consultant, or business consultant.
- C. The City shall seek, whenever practical and financially advantageous, both in the short and long term, to operate or manage all property and facilities directly with City staff or contractors, provided staff have the expertise needed to competently do so, or to oversee the work of contractors.
- D. In most negotiations regarding the lease, license, management contract, concession, or similar action regarding an income or other property, the City shall seek revenue equivalent to the open market value of the highest and best use; and, whenever practicable the City shall conduct an open bid or proposal process to ensure the highest financial return.

- E. However, in some circumstances the City may determine that use of a property by the public for recreational, charitable or other nonprofit purpose is preferred and has considerable public support, in which case the City may determine that non-financial benefits justify not maximizing revenue from such property. In such circumstances, the City has a vested interest in ensuring that the lessee of such property operates the activities conducted on or from the property in the manner that has been represented to the City throughout the duration of any lease or contract with the City.
- F. Whenever less than the open market or appraised value is received or when an open bid process is not conducted, the City shall make specific findings setting forth the reasons thereof. Such findings may include but need not be limited to the following:
 - 1. The City is prevented by tideland grants, Coastal Commission guidelines or other restrictions from converting the property to another use.
 - 2. Redevelopment of the property would require excessive time, resources, expertise and costs, which would outweigh other financial benefits.
 - 3. Converting the property to another use or changing the operator, manager, concessionaire, licensee, or lessee of the property would result in excessive vacancy, relocation or severance costs, real estate commissions, tenant improvement allowances, expenses or rent concessions which would outweigh other financial benefits.
 - 4. Converting residential property to another use or opening residential leases to competitive bid would create recompensable liabilities and other inequities for long-term residents.
 - 5. The property provides an essential or unique service to the community or a clearly preferred use that enjoys substantial support in the community that might not otherwise be provided were full market value of the property be required.
 - 6. The property serves to promote other goals of the City such as affordable housing, preservation of open space, uses available to the public or marine related services.
- G. Generally, lengths of licenses, leases, management contracts, concessions, or similar agreements will be limited to the minimum necessary to meet market standards or encourage high quality improvements and will contain appropriate reappraisal and inflation protection provisions. Also, all agreements shall contain provisions to assure complete audits periodically through their terms.
- H. All negotiations regarding the license, lease, management contract, concession or similar action regarding income property shall be conducted by the City Manager or his/her designee under the direction of any appropriate City committees.
- I. To provide an accurate accounting of actual net revenues generated by the City's income property, all costs directly attributable or allocable to the management of a specific income property shall be charged against the gross revenues collected on that property in the fiscal year the costs are incurred. Costs so chargeable include, but are not limited to, property repairs and maintenance, property appraisals, and consultant fees, as authorized by the City Council, City Manager, or by this Income Property Policy.

- J. The City Manager or his/her designee is authorized to sign a license, lease, management contract, concession, or similar agreement or any amendment thereto, on behalf of the City. Notwithstanding the foregoing, the City Manager or his/her designee, or a City Council member, may refer any license, lease, management contract, concession or similar agreement or any amendment thereto, to the City Council for its consideration and/or action.

- K. The City's portfolio of quality income producing properties adds an element of diversification to a portfolio otherwise invested primarily in financial assets. Certain of those income properties are restricted from sale by their terms of grant, state agency regulations or rules, other federal and state guidelines, private covenant or agreement or otherwise. For those properties not so restricted from sale, an analysis shall be prepared to determine the following prior to such income producing property being offered for sale:
 - 1. The maximum open market value of the City's interest in the property in its as is condition.
 - 2. If the property is in an important location, a determination of the possible future consequences of the City no longer controlling that property.
 - 3. If the current rent is contractually low and significant rent increases are likely within a finite period.
 - 4. The likelihood of significant increases in the ability of the property to generate income after the expiration of any current lease of the property.
 - 5. The likelihood of a lease extension being requested by the tenant and the ability to substantially increase rents or require significant improvements to enhance the utility and the value of the property as consideration for granting such an extension.
 - 6. The value of the revenue stream from (i) lease income over the life of an existing lease and/or (ii) likely lease revenue if an existing lease were to be renewed or the property re-let to a different tenant; and/or (iii) lease income from the property if it were to be converted to its highest and best use, compared with the financial benefits of the use of the proceeds of a sale and if, considering the totality of the circumstances, such use of the proceeds of a sale is preferable to retaining the property in question.

History

Adopted F-24 – 7-27-1992
 Amended F-24 – 1-24-1994
 Amended F-7 – 2-27-1995
 Amended F-7 – 2-24-1997
 Amended F-7 – 5-26-1998
 Amended F-7 – 8-11-2009
 Amended F-7 – 5-14-2013
 Amended F-7 – 2-12-2019
 Amended F-7 – 11-14-2023



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 17

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Melissa Hartson, Library Services Director - 949-717-3801,
mhartson@newportbeachca.gov

PREPARED BY: Rebecca Lightfoot, Library Services Manager - 949-717-3819,
rlightfoot@newportbeachca.gov

TITLE: Budget Amendment to Accept a Check from the Newport Beach Public Library Foundation and Appropriate Funds to the Library's Fiscal Year 2025-26 Maintenance and Operation Budget

ABSTRACT:

Staff requests approval of a budget amendment to accept a check from the Newport Beach Public Library Foundation. The funds would be used toward the opening day collection at the new Balboa Library and purchasing furniture for the Mariners Library.

RECOMMENDATIONS:

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Accept a check in the amount of \$40,000 from the Newport Beach Public Library Foundation and approve Budget Amendment No. 26-023 to increase revenues and expenditures by the same amount in Division 0106051 (Foundation).

DISCUSSION:

A donation from the Newport Beach Public Library Foundation (Foundation) in the amount of \$40,000 is intended to help fund the opening day collection for the new Balboa Branch Library. The current building is slated to be rebuilt and will reopen in 2027. Staff is looking forward to offering the Balboa Library patrons a brand-new collection of materials for all ages on opening day. The Foundation is also donating funds for new computer chairs for the patrons who visit Mariners Branch. The current building and its furnishings are approaching 20 years old and the new chairs will provide greater comfort and flexibility for the patrons who utilize this branch. This donation from the Library's FY 2025-26 Grant Request to the Foundation was approved by the Board of Library Trustees at its August 18, 2025 meeting.

FISCAL IMPACT:

The proposed budget amendment appropriates \$40,000 in additional revenue from the Foundation and \$40,000 in increased expenditure appropriations with no impact on fund balance. The revenue will be posted in the Foundation account in the Library Services Department, 0106051-511085, and the purchase will be expensed to the following Foundation accounts:

| | | |
|-------------------------------|----------------|----------|
| Library Materials | 0106051-841052 | \$34,000 |
| Office Furniture and Fixtures | 0106051-911039 | \$ 6,000 |

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENT:

Attachment A – Budget Amendment 26-023



ATTACHMENT A
City of Newport Beach
BUDGET AMENDMENT
2025-26

BA#: 26-023

Department: Library

Requestor: Rebecca Lightfoot

ONE TIME: ☒ Yes ☐ No

☐ CITY MANAGER'S APPROVAL ONLY

☒ COUNCIL APPROVAL REQUIRED

Approvals

City Clerk:

Date

Finance Director:

Date 8/26/25

Budget Manager:

Date 8/25/25

EXPLANATION FOR REQUEST:

The Board of Library Trustees voted to accept a donation from the Newport Beach Public Library Foundation, which will increase revenues and expenditures. \$34,000 will help fund an Opening Day Collection for the Balboa Library and \$6,000 will help purchase new computer chairs for patrons who utilize the Mariners Library.

- ☐ from existing budget appropriations
☒ from additional estimated revenues
☐ from unappropriated fund balance

REVENUES

| Fund # | Org | Object | Project | Description | Increase or (Decrease) \$ |
|----------|---------|--------|---------|--|---------------------------|
| 010 | 0106051 | 511085 | | LIBRARY FOUNDATION - NB LIBRARY FOUNDATION | 40,000.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| Subtotal | | | | | \$ 40,000.00 |

EXPENDITURES

| Fund # | Org | Object | Project | Description | Increase or (Decrease) \$ |
|----------|---------|--------|---------|--|---------------------------|
| 010 | 0106051 | 841052 | | LIBRARY FOUNDATION - LIBRARY MATERIALS | 34,000.00 |
| 010 | 0106051 | 911039 | | LIBRARY FOUNDATION - OFFICE FURNITURE/FIXTURES | 6,000.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| Subtotal | | | | | \$ 40,000.00 |

FUND BALANCE

| Fund # | Object | Description | Increase or (Decrease) \$ |
|----------|--------|-------------------------------------|---------------------------|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | - |
| | | - | - |
| | | - | - |
| | | - | - |
| Subtotal | | | \$ - |

No Change In Fund Balance



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 18

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Grace K. Leung, City Manager - 949-644-3001,
gleung@newportbeachca.gov

PREPARED BY: Tara Finnigan, Assistant City Manager - 949-644-3035,
tfinnigan@newportbeachca.gov

TITLE: City Hall and Limited Off-Site Holiday Closure (Beginning
Wednesday, December 24, 2025, through Sunday, January 4, 2026)

ABSTRACT:

The City Manager's Office seeks City Council approval for the closure of City Hall and certain City of Newport Beach facilities from Wednesday, December 24, 2025, through Sunday, January 4, 2026. The proposed closure would not apply to public safety services or emergency, on-call functions.

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 closing City Hall and providing limited services at certain off-site facilities from Wednesday, December 24, 2025, through Sunday, January 4, 2026.

DISCUSSION:

The City Manager's Office proposes a holiday closure of City Hall and certain City facilities and services from Wednesday, December 24, 2025, through Sunday, January 4, 2026. All facilities and services would be open on Monday, January 5, 2026.

For the last 16 years, the City has closed certain administrative offices and programs during this period in observance of the Christmas and New Year holidays. The only exception was in 2012, when City Hall was moved to its current location. If approved, during the closure essential services will continue to be provided to meet the community's needs and certain departments and divisions will remain open including police, fire, lifeguard, utilities, harbor, facilities maintenance, information technology and library services. There will be no impact to first responder services.

There are certain benefits to closing City Hall between Christmas and the New Year. Historically, service demands have been low during this time period. Additionally, the City realizes cost savings in the form of reduced utilities and fuel use and lower employer-paid leave liability in the event employees are required to use personal leave time for a portion of the closure. Further, the proposed closure provides an opportunity to perform annual facility maintenance and repairs to City Hall without noise and disruption. If the closure is approved, it is anticipated that there will be interior and exterior painting, carpet cleaning, and replacement of fluorescent light bulbs.

Under the proposed closure, City Hall and other City facilities will be closed:

- Wednesday, December 24, 2025, through Sunday, January 4, 2026.

If the proposed closure is not approved, City Hall and other facilities will be closed in observance of the holidays as follows:

- Wednesday, December 24, 2025 (full day closure in observance of Christmas Eve)
- Thursday, December 25, 2025 (full day closure in observance of Christmas Day)
- Wednesday, December 31, 2025 (full day closure in observance of New Year's Eve)
- Thursday, January 1, 2026 (full day closure in observance of New Year's Day)

A list of each department's proposed hours of operation is attached (Attachment A). Appropriate security and accountability measures will be in place for employees serving in positions requiring them to work during the proposed closure.

The City's bargaining unit representatives agree with the proposed closure. It is understood that employees may be required to use their own leave time for the days not covered by paid holiday leave.

If approved by the City Council, communication regarding the holiday closure will be coordinated by the City Manager's Office and the City Clerk's Office. The community will receive notice of the closure through signage at impacted facilities, press releases, social media channels, and the City's website.

FISCAL IMPACT:

The reduced operating hours over the entire holiday period will save utilities and fuel use and may lower the City's liability for accrued employee leave time.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) (the activity will not result in a direct or 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 – Proposed Hours of Operation for City Facilities

CITY OF NEWPORT BEACH HOLIDAY CLOSURE 2025-26

Hours of Operation for the Civic Center and City Facilities

Wednesday, December 24, 2025 through Sunday, January 4, 2026

| Department | Hours of Operation During Closure |
|---|---|
| City Manager's Office | Closed to the public (IT will be operating normal business hours) |
| City Attorney's Office | Closed to the public |
| City Clerk's Office | Closed to the public |
| Community Development | Closed to the public (inspections and code enforcement on a limited basis) |
| Finance | Closed to the public |
| Fire | Open: All fire services and command staff Closed: Administrative office |
| Harbor | Limited Hours: 8 a.m. – noon, December 24 and December 31, 2025 Open: Regular operating hours, December 26 - 30, 2025; January 2 - 4, 2026 Closed: December 25, 2025 and January 1, 2026 (assigned staff on standby) |
| Human Resources | Closed to the public (risk management on-call) |
| Library Services | See next page |
| Police | Open: All police services |
| Public Works | <i>Civic Center Location</i> Closed to the public (certain field inspectors available) <i>Corporate Yard Location</i> Limited Hours: 7 – 11 a.m., December 24 and December 31, 2025 Open: Regular operating hours, December 26 - 30, 2025; January 2, 2026 Closed: December 25, 2025 and January 1, 2026 (assigned staff on standby) |
| Recreation & Senior Services | <i>OASIS Fitness Center, Marine Naturalist Interpreters, Youth Winter Camp Staff and Park Patrol</i> Limited Hours: Misc. <i>Administrative Offices</i> Closed to the public |
| Utilities | Limited Hours: 7 – 11 a.m., December 24 and December 31, 2025 Open: Regular operating hours, December 26 - 30, 2025; January 2, 2026 Closed: December 25, 2025 and January 1, 2026 (assigned staff on standby) |

CITY OF NEWPORT BEACH HOLIDAY CLOSURE 2025-26

Hours of Operation for the Newport Beach Library Locations

Wednesday, December 24, 2025 through Sunday, January 4, 2026

| <i>Day</i> | <i>Date</i> | <i>Central Library</i> | <i>Mariners Branch Library</i> | <i>Balboa Branch Library</i> | <i>Corona Del Mar Branch Library</i> |
|-------------------|--------------------|-----------------------------------|---|---|---|
| Wednesday | December 24 | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. |
| Thursday | December 25 | Closed | Closed | Closed | Closed |
| Friday | December 26 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Saturday | December 27 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Sunday | December 28 | 12 p.m. – 5 p.m. | 12 p.m. – 5 p.m. | Closed | Closed |
| Monday | December 29 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Tuesday | December 30 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Wednesday | December 31 | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. | 9 a.m. – 1 p.m. |
| Thursday | January 1 | Closed | Closed | Closed | Closed |
| Friday | January 2 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Saturday | January 3 | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. | 9 a.m. – 6 p.m. |
| Sunday | January 4 | 12 p.m. – 5 p.m. | 12 p.m. – 5 p.m. | Closed | Closed |



CITY OF NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov

PREPARED BY: Benjamin M. Zdeba, AICP, Planning Manager - 949-644-3253, bzdeba@newportbeachca.gov

TITLE: General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council

ABSTRACT:

Since the previous update to the City Council in July 2025, the General Plan Update Steering Committee held one public meeting, the General Plan Advisory Committee held two public meetings, and various subcommittees collectively held five public meetings. In addition, five draft elements have been introduced across the Parks, Beaches & Recreation Commission, Harbor Commission, and Board of Library Trustees. This report provides an update to the City Council on the discussions and actions taken.

RECOMMENDATIONS:

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

DISCUSSION:

The General Plan Update Steering Committee (GPUSC) is chaired by Nancy Gardner with Phillip Brown and Kimberly Carter as members. The primary purpose of the GPUSC is to guide the 24-member General Plan Advisory Committee (GPAC) and to report to the City Council. The City's dedicated website for the General Plan Update is <https://www.newportbeachca.gov/gpupdate>. It provides information on the progress made and upcoming events, as well as opportunities for community input and engagement.

Attachment A to this report was prepared by GPUSC Chair Gardner and summarizes some of the notable recent progress made by both committees. Below is a list and recap of each meeting held since the July 2025 update to the City Council.

Recap of the July 2, 2025, GPAC Meeting

- As was reported previously, the Recreation and Natural Resources Subcommittee convened on May 15, 2025; however, only the Arts and Culture and Historical Resources Subcommittee and the Harbor, Bay, and Beaches Subcommittee had business on the GPAC meeting agenda for June 4, 2025. The efforts of the Recreation and Natural Resources Subcommittee were on the GPAC meeting agenda for July 2, 2025. A summary of the Subcommittee meetings and the GPAC's related actions follows.
 - The Recreation and Natural Resources Subcommittee met on May 15, 2025. GPAC Member Dennis Baker was appointed as Subcommittee chair. At the meeting, the Subcommittee reviewed the initial drafts of the Recreation Element and the Natural Resources Element. The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Elements with the full GPAC for consideration. After some discussion at the GPAC meeting, the GPAC unanimously supported moving the initial draft Elements forward for review and concurrence by the GPUSC. As highlighted in Attachment A, the Subcommittee and the GPAC focused on appropriately distributing recreational resources of all types throughout Newport Beach and encouraging innovative strategies for accomplishing this. It also recommended de-emphasizing the specific need for electrification and instead broadening the policy guidance to include other alternative energy sources.
- Lastly, City staff provided an update on upcoming deliverables and the next steps.

Recap of the July 23, 2025, GPUSC Meeting

- The GPUSC reviewed the actions of the GPAC at its July 2, 2025, meeting, highlighting the initial drafts of the Recreation Element and the Natural Resources Element. After brief comments, the GPUSC unanimously voted to concur with the GPAC's work efforts and to move the drafts along to the responsible City boards, commissions and committees for additional review and input.
- With the GPAC's review and shaping of each individual General Plan Element, "softer" language has been suggested throughout using words like "reasonable" and phrases like "to the extent necessary." Given the frequency of such suggestions, the GPUSC unanimously decided to have the GPAC broadly discuss the use of language in the General Plan Update to see if there may be a better approach.
- Lastly, City staff provided an update on upcoming deliverables and the next steps.

Recap of the August 6, 2025, GPAC Meeting

- Between this meeting and the prior meeting in July, the Safety Subcommittee, Land Use Subcommittee, and Noise Subcommittee all convened. A summary of the Subcommittees' meetings and the GPAC's related actions follows.

- The Safety Subcommittee met on June 25, 2025. GPAC Member Amber Snider was appointed as the Subcommittee chair. The Subcommittee reviewed the initial draft of the Safety Element. The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Element with the full GPAC for consideration. After some discussion at the GPAC meeting, the GPAC unanimously supported moving the initial draft Element forward for review and concurrence by the GPUSC. As noted in Attachment A, the Subcommittee and the GPAC placed emphasis on the adequacy of City's evacuation routes and methods, and how to ensure the community is aware of them.
- The Land Use Subcommittee convened for the first time in 2025 on July 24 and confirmed GPAC Member Susan DeSantis would continue to serve as the Subcommittee chair. The purpose of the meeting was to begin reviewing the initial draft of the Land Use Element. The Subcommittee flagged several topics for broader discussion at a subsequent Subcommittee meeting. Chair DeSantis reported this update and progress to the GPAC at its August meeting. Although the meetings occurred after the August GPAC meeting, it is relevant to share that the Land Use Subcommittee met again on August 11 and August 27. The Subcommittee wrapped up review of the initial draft and, across its three meetings, provided productive and direct feedback on several topic areas that need to be revised. Notably, the Subcommittee supported sharing a revised draft with the full GPAC at its upcoming September meeting.
- The Noise Subcommittee convened for the first time in 2025 on July 28 and confirmed GPAC Member Jim Mosher would serve as the Subcommittee chair. The purpose of the meeting was to allow the City's consultant Dudek to provide an update on the work being done to establish a baseline and future projection for noise, as well as what to expect as next steps moving forward. Chair Mosher reported this update and progress to the GPAC at its August meeting.
- As recommended by the GPUSC, the GPAC discussed language use in the General Plan Update to determine whether there may be a better unified approach to providing softer goal and policy language that upholds the intent of a general plan document as a visionary, decision-making framework. After discussion, the GPAC took a straw poll and opted to have the City Attorney's Office assist with a prefacing statement. As reported in Attachment A, this statement would encourage and respect adherence to the policies but would allow flexibility to adapt with unforeseen changes that may occur in the future.
- Lastly, City staff provided an update on upcoming deliverables and the next steps.

City Board, Commission, and Committee Meetings

- At the Parks, Beaches & Recreation Commission (PB&R) meeting on August 5, 2025, City staff was joined by consultant Dudek and Recreation/Natural Resources Subcommittee Chair Baker to introduce the draft Recreation Element, Natural Resources Element, and Harbor, Bay, and Beaches Element. PB&R opted to bring forward the formation of an ad hoc committee at its September meeting, but supported the three draft elements moving forward for public review concurrent with PB&R's review.
- At the Harbor Commission meeting on August 13, 2025, City staff was joined by Harbor, Bay, and Beaches Subcommittee Chair Curtis Black to introduce the draft Harbor, Bay, and Beaches Element. The Harbor Commission noted that an ad hoc committee had already been formed in 2024 to help monitor and provide input on the General Plan Update. Although preliminary feedback was provided at this meeting, it was noted that the formal feedback would be forthcoming. The Harbor Commission supported the draft element moving forward for public review concurrent with the Commission's review.
- At the Board of Library Trustees meeting on August 18, 2025, City staff was joined by Dudek and Arts & Culture/Historical Resources Subcommittee member Paul Watkins to introduce the draft Arts & Culture Element and Historical Resources Element. The Board indicated that formal input would be provided by its October 2025 meeting and supported the drafts moving forward for public review concurrent with the Board's review.
- Prior to the September 9 City Council meeting, the progress on the General Plan update and its topic areas relevant to the Water Quality/Coastal Tidelands Committee will have been shared at its meeting on September 4.
- The draft Arts & Culture Element will be introduced to the City Arts Commission at its meeting on September 11. The draft Land Use Element and Safety Element are expected to be introduced to the Planning Commission at its meeting on October 9.

Outreach Updates

- The Outreach Subcommittee, led by Subcommittee Chair Annie Clougherty, met on August 14 to discuss public advertisement of the various draft elements and how to best post them for comments. The primary outcome of this meeting was direction that it is important to make sure the language advertising the public drafts is relatable such that the community better understands what each element covers and why it matters. It was also emphasized that draft elements should be posted in a way that is easy to navigate and provide comments in a meaningful way.

- Since last reported in July 2025, the project website has seen an increase in 562 unique visitors for a total of 11,677 unique visitors since efforts began in March 2024. As the next phase of the process begins, the General Plan Update will continue to be advertised on the City's website and social media, as well as in Stu News, the Daily Pilot, and the City Manager's newsletter, The Week in Review.
- With many of the draft elements becoming available for public review starting in early September, City staff is coordinating with the Outreach Subcommittee and the consultant to facilitate a community open house for the General Plan Update. An in-person open house is tentatively planned for the evening of October 21, with a virtual open house planned for the evening of October 22.

Upcoming GPAC and GPUSC Meetings

- The GPAC Noise Subcommittee will reconvene on September 15 with the full GPAC expected to reconvene on September 16. The GPAC's agenda will primarily focus on reviewing the draft Land Use Element.
- The GPUSC will convene in late September to review the GPAC's efforts from September 16 for guidance and concurrence.

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 – GPUSC Chair Gardner's Memo to the City Council

Attachment A

GPUSC Chair Gardner's Memo to the City Council

GPAC has not taken a summer vacation but continues working through the various elements. A review of the **Recreation** element focused on a goal of parity for recreational resources throughout the city. Members felt that it is important to look not just at overall recreational acreage but the type when evaluating, using the example that parts of the peninsula look recreation rich on charts because of the extensive beaches included but do not have many parks. In the **Natural Resources** element, the consensus was to be less specific in types of energy sources to accommodate future technology innovations. GPAC approved of moving the drafts forward, and they were presented to the PB&R commission at its August meeting. The Natural Resources Element will also go to the Coastal Tidelands committee for review. For the **Safety** element, both the subcommittee and the GPAC as a whole focused on evacuation and the lack of knowledge about the how and where of it. GPAC approved the draft to move forward. The **Arts and Culture/Historical Resources** elements have been presented to the Board of Library Trustees for input and will go to the Arts Commission. Both the **Noise** and **Land Use** element subcommittees have met but have more work to do before presenting their drafts to GPAC as a whole.

The Outreach subcommittee is working with the General Plan consultants to craft an effective plan for generating public involvement in review of the draft elements.

An ongoing concern with the General Plan is the balance between creating a document that serves as a road map for the city's future, but at the same time is not so rigid that it prevents future City Councils from dealing with new circumstances. GPAC is asking the City Attorney's office to help in drafting a preface to the General Plan that will encourage adherence to the policies but allow the flexibility to deal with unforeseen changes that may occur.

Nancy Gardner
Chair, General Plan Update Steering Committee



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 20

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Seimone Jurjis, Assistant City Manager/Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov

PREPARED BY: Jaime Murillo, Acting Community Development Director, jmurillo@newportbeachca.gov

PHONE: 949-644-3209

TITLE: Planning Commission Agenda Report for September 4, 2025

CONSENT ITEMS:

ITEM NO. 1 MINUTES OF AUGUST 21, 2025

SUMMARY: Draft minutes from August 21, 2025, meeting of the Planning Commission.

The Planning Commission approved the minutes, with edits, by the following vote:

| | |
|----------|--|
| AYES: | Ellmore, Gazzano, Langford, Reed, and Salene |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | Harris and Rosene |

ACTION: Approved as amended

PUBLIC HEARING ITEMS:

ITEM NO. 2 SNUG HARBOR SURF PARK (PA2024-0069) Site Location: 3100 Irvine Avenue

SUMMARY: A request to redevelop the central 15.38-acre parcel of the privately owned Newport Beach Golf Course. The existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf would be removed and replaced with a new surf-focused outdoor commercial recreation use (i.e., a surf park). The site would be improved with approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, a spa, restrooms, landscaping, and 351 surface parking spaces. The proposed hours for the surf park are from 6:00 a.m. to 11:00 p.m., daily. The project includes the construction of a new three-story amenity clubhouse which would provide a reception and lobby area, surf academy, fitness facility, yoga center, administrative offices, locker rooms, retail space, a restaurant, viewing suites, and a coffee and snack bar. The basement level would provide space for golf cart storage, surfboard storage, facility storage, mechanical equipment, and staff area. The project also includes a two-story athlete accommodation building with 20

rooms. In total, the project would provide approximately 79,533 square feet of building area, however 19,761 square feet is excluded from the total development limit of the site as incidental building area consistent with Table LU1 (Land Use Plan Categories) of the General Plan for properties categorized as Parks and Recreation. As golf operations are proposed to continue, existing access would be maintained to the golf course holes identified as the front six and the back nine. To implement the project, the Planning Commission will consider making a recommendation to the City Council regarding the following:

- **General Plan Amendment:** To increase the development limit from 20,000 square feet to 59,772 square feet for Anomaly Number 58, as identified in Table LU2 of the General Plan Land Use Element.
- **Major Site Development Review:** To construct a nonresidential building larger than 20,000 square feet.
- **Conditional Use Permit:** To allow the operation of an outdoor commercial recreation use, to authorize alcohol sales within the amenity clubhouse and throughout the grounds of the surfing lagoon, to establish the appropriate parking rate, and to allow the construction of buildings taller than 18 feet.
- **Modification Permit:** To allow for the construction of retaining walls taller than 8 feet.

The Planning Commission conducted a public hearing, considered public input, and adopted the Resolution recommending approval to City Council of the General Plan Amendment, Major Site Development Review, Conditional Use Permit, and Modification Permit for the project with amendments by the following vote:

| | |
|----------|--|
| AYES: | Ellmore, Gazzano, Harris, Reed, Rosene, and Salene |
| NOES: | None |
| ABSENT: | None |
| RECUSED: | Langford |

ACTION: Approved as amended



City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|----------------------------|--------------------|----------------|------------------|------------|
| September 04, 2025 - Planning Commission Meeting | | | | | | |
| 1 Snug Harbor Surf Park | Public Hearing | <u>3100 IRVINE AVE</u> | <u>PA2024-0069</u> | Joselyn Perez | <u>MORE INFO</u> | District 3 |
| September 04, 2025 - Water Quality/Coastal Tidelands Committee Meeting (GP Update) | | | | | | |
| September 09, 2025 - City Council Meeting | | | | | | |
| 1 2025 Building and Fire Code Adoption | First Reading | <u>1 CITYWIDE PROJECT</u> | <u>PA2025-0142</u> | Tonee Thai | <u>MORE INFO</u> | District 5 |
| 2 Accessory Dwelling Unit Municipal Code Update | Consent - Second Reading of Ordinance | <u>100 CIVIC CENTER DR</u> | <u>PA2025-0093</u> | Oscar Orozco | <u>MORE INFO</u> | District 5 |
| 3 General Plan Update | Consent - GPUSC Bi-Monthly Update | <u>1 CITYWIDE PROJECT</u> | <u>PA2022-080</u> | Benjamin Zdeba | <u>MORE INFO</u> | Citywide |
| 4 License Agreement with Sprouts of Promise | Foundation for Certified Farmers' Market at McFadden Square - Consent | <u>1 NEWPORT PIER</u> | <u>RP2025-0006</u> | Lauren Wooding | | District 1 |
| 5 License Agreement with University of California | for use of Newport Pier - Consent | <u>1 NEWPORT PIER</u> | <u>RP2024-0011</u> | Lauren Wooding | | District 1 |
| 6 Snug Harbor Surf Park | Intent to Override Orange County Airport Land Use Commission's Finding of Inconsistency | <u>3100 IRVINE AVE</u> | <u>PA2024-0069</u> | Joselyn Perez | <u>MORE INFO</u> | District 3 |
| September 11, 2025 - City Arts Commission Meeting (GP Update) | | | | | | |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.



City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|--|----------------------------|-------------------------------|--------------------|------------------|------------------|------------|
| September 11, 2025 - Zoning Administrator Meeting | | | | | | |
| 1 Pacific View Memorial Park D.A. Review | Public Hearing | <u>3500 PACIFIC VIEW DR</u> | <u>PA2025-0096</u> | Laura Rodriguez | <u>MORE INFO</u> | District 7 |
| 2 Rodriquez Residence CDF | Public Hearing | <u>427 HARBOR ISLAND DR</u> | <u>PA2025-0071</u> | Oscar Orozco | <u>MORE INFO</u> | District 5 |
| 3 Sundays Coffee and Co. Minor Use Permit | Public Hearing | <u>408 31ST ST</u> | <u>PA2025-0115</u> | Daniel Kopshever | <u>MORE INFO</u> | District 1 |
| September 18, 2025 - Planning Commission Meeting | | | | | | |
| 1 Residences at 1580 Monrovia Ave | PUBLIC HEARING (TENTATIVE) | <u>1580 MONROVIA AVE</u> | <u>PA2025-0062</u> | Joselyn Perez | <u>MORE INFO</u> | District 2 |
| 2 Sol Cocina CUP and CDP | Public Hearing | <u>251 COAST HWY E</u> | <u>PA2023-0144</u> | Jenny Tran | <u>MORE INFO</u> | District 5 |
| 3 Staff Approval for Fire Station No.1 & Library | Public Hearing | <u>100 BALBOA BLVD E, LIB</u> | <u>PA2025-0130</u> | Laura Rodriguez | <u>MORE INFO</u> | District 1 |

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The tentative schedule changes without notice.



City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|--|---|--------------------------------------|-----------------------------|------------------|---------------------------|------------|
| September 23, 2025 - City Council Meeting | | | | | | |
| 1 2025 Building and Fire Code Adoption | Second Reading | 1 CITYWIDE PROJECT | PA2025-0142 | Tonee Thai | MORE INFO | District 5 |
| 2 CDBG | CAPER for FY23-24 Public Hearing | 1 CITYWIDE PROJECT | RP2024-0007 | Lauren Wooding | | District 5 |
| 3 License Agreement Coronado del Mar Farmers' Market | License Agreement - New Business | 1 CITYWIDE PROJECT | RP2025-0001 | Lauren Wooding | | District 5 |
| 4 On-Call Professional Environmental Services RFQ | Consent - PSAs for On-Call Consultants | 1 CITYWIDE PROJECT | PA2025-0168 | Benjamin Zdeba | MORE INFO | District 5 |
| 5 Relocation Plan for 301 E Balboa Blvd | Public Hearing | 301 BALBOA BLVD E, 1 | RP2025-0007 | Lauren Wooding | | District 1 |
| 6 Special Flood Hazard Area (VE) Overlay | Public Hearing - Title 21 Ordinance w/ Suggested Mods | 1 CITYWIDE PROJECT | PA2018-075 | Liz Westmoreland | MORE INFO | District 1 |
| September 25, 2025 - Zoning Administrator Meeting | | | | | | |
| 1 43rd Street TPM and CDP Combo | Public Hearing | 207 43RD ST | PA2024-0189 | Laura Rodriguez | MORE INFO | District 1 |
| 2 Chaupain Bakery Type 41 ABC License | Public Hearing | 2622 SAN MIGUEL DR | PA2025-0073 | Jerry Arregui | MORE INFO | District 7 |
| 3 Cue Zone MUP | Public Hearing | 4229 BIRCH ST | PA2025-0134 | Cameron Younger | MORE INFO | District 3 |

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City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|--|--|-------------------------------|--------------------|----------------|------------------|------------|
| October 09, 2025 - Planning Commission Meeting | | | | | | |
| 1 General Plan Update | Study Session - Introducing Draft Land Use Element and Safety Element | <u>1 CITYWIDE PROJECT</u> | <u>PA2022-080</u> | Benjamin Zdeba | <u>MORE INFO</u> | Citywide |
| October 14, 2025 - City Council Meeting | | | | | | |
| 1 Coyote Canyon Landfill-Gas-to-Energy Facility | Appeal of the Planning Commissions approval of a CUP and adoption of an IS/MND | <u>20662 NEWPORT COAST DR</u> | <u>PA2022-063</u> | Joselyn Perez | <u>MORE INFO</u> | District 7 |
| October 16, 2025 - Zoning Administrator Meeting | | | | | | |
| October 23, 2025 - Planning Commission Meeting | | | | | | |
| October 28, 2025 - City Council Meeting | | | | | | |
| 1 Snug Harbor Surf Park | Tentative Public Hearing Date | <u>3100 IRVINE AVE</u> | <u>PA2024-0069</u> | Joselyn Perez | <u>MORE INFO</u> | District 3 |
| October 30, 2025 - Zoning Administrator Meeting | | | | | | |

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City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|--|--|-------------------------|--------------------|------------------|------------------|------------|
| November 04, 2025 - City Council Meeting | | | | | | |
| 1 CDM Commercial Corridor Study | Tentative - City Council Study Session | <u>2201 COAST HWY E</u> | <u>PA2024-0002</u> | Liz Westmoreland | <u>MORE INFO</u> | District 6 |
| November 06, 2025 - Planning Commission Meeting | | | | | | |
| November 13, 2025 - Zoning Administrator Meeting | | | | | | |
| November 18, 2025 - City Council Meeting | | | | | | |
| November 20, 2025 - Planning Commission Meeting | | | | | | |
| November 26, 2025 - Zoning Administrator Meeting | | | | | | |



City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

| Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|--|-------------------------------|--------------------|------------------|------------------|------------|
| Hearing Date to be Determined | | | | | | |
| 1 MacArthur Court Apartments | Public Hearing | <u>4665 MACARTHUR CT</u> | <u>PA2025-0090</u> | Jenny Tran | <u>MORE INFO</u> | District 3 |
| 2 Parkhouse Residences Fee Credit | Administrative Action. Director Approval | <u>4251 UPTOWN NEWPORT DR</u> | <u>PA2024-0229</u> | Rosalinh Ung | <u>MORE INFO</u> | District 3 |
| 3 Saunders Self Storage | | <u>3848 CAMPUS DR</u> | <u>PA2023-0145</u> | Liz Westmoreland | <u>MORE INFO</u> | District 3 |
| 4 Snow Residence Condominiums TPM/CDP/Conversion | | <u>400 40TH ST</u> | <u>PA2023-0147</u> | Jerry Arregui | <u>MORE INFO</u> | District 1 |
| Pending Coastal Commission | | | | | | |
| 1 Coastal Act 30613 CDP Jurisdiction Change | City Project | <u>1 CITYWIDE PROJECT</u> | <u>PA2022-111</u> | Jaime Murillo | <u>MORE INFO</u> | Citywide |
| 2 Housing Element Implementation Program Amendments | LCP Amendment | <u>1 CITYWIDE PROJECT</u> | <u>PA2022-0245</u> | Benjamin Zdeba | <u>MORE INFO</u> | District 5 |

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City of Newport Beach

Tentative Agenda Report - 08/31/2025 to 12/03/2025

Planner Contact Information

| Name & Title | Phone | Email |
|---|--------------|----------------------------------|
| Benjamin Zdeba, Planning Manager | 949-644-3253 | bzdeba@newportbeachca.gov |
| Cameron Younger, Planning Technician | 949-644-3237 | cyounger@newportbeachca.gov |
| Dan Campagnolo, Systems and Administration Manager | 949-644-3231 | dcampagnolo@newportbeachca.gov |
| Daniel Kopshever, Assistant Planner | 949-644-3235 | dkopshever@newportbeachca.gov |
| David Blumenthal, Contract Planner | | dblumenthal@newportbeachca.gov |
| David Lee, Senior Planner | 949-644-3225 | dlee@newportbeachca.gov |
| Jaime Murillo, Deputy CDD Director | 949-644-3209 | jmurillo@newportbeachca.gov |
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| Laura Rodriguez, Assistant Planner | 949-644-3216 | lrodriguez@newportbeachca.gov |
| Lauren Wooding, Real Property Administrator | 949-644-3236 | lwooding@newportbeachca.gov |
| Liz Westmoreland, Principle Planner | 949-644-3234 | lwestmoreland@newportbeachca.gov |
| Melinda Whelan, Assistant Planner | 949-644-3221 | mwhelan@newportbeachca.gov |
| Oscar Orozco, Associate Planner | 949-644-3219 | oorozco@newportbeachca.gov |
| Rosalinh Ung, Principal Planner (PT) | 949-644-3208 | rung@newportbeachca.gov |
| Seimone Jurjis, Assistant ACM/CDD Director | 949-644-3282 | sjurjis@newportbeachca.gov |
| Tonee Thai, Deputy CDD Director & Building Official | 949-718-1867 | tthai@newportbeachca.gov |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled.
The tentative schedule changes without notice.

**NEWPORT BEACH PLANNING COMMISSION AGENDA
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, SEPTEMBER 4, 2025
REGULAR MEETING – 6:00 P.M.**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

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

V. REQUEST FOR CONTINUANCES

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF AUGUST 21, 2025

Recommended Action: Approve and file

VII. PUBLIC HEARING ITEMS

Speakers must limit comments to three (3) minutes on all items. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.

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.

ITEM NO. 2 SNUG HARBOR SURF PARK (PA2024-0069)

Site Location: 3100 Irvine Avenue

Summary:

A request to redevelop the central 15.38-acre parcel of the privately owned Newport Beach Golf Course. The existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf would be removed and replaced with a new surf-focused outdoor commercial recreation use (i.e., a surf park). The site would be improved with approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, a spa, restrooms, landscaping, and 351 surface parking spaces. The proposed hours for the surf park are from 6:00 a.m. to 11:00 p.m., daily. The project includes the construction of a new three-story amenity clubhouse which would provide a reception and lobby area, surf academy, fitness facility, yoga center, administrative offices, locker rooms, retail space, a restaurant, viewing suites, and a coffee and

snack bar. The basement level would provide space for golf cart storage, surfboard storage, facility storage, mechanical equipment, and staff area. The project also includes a two-story athlete accommodation building with 20 rooms. In total, the project would provide approximately 79,533 square feet of building area, however 19,761 square feet is excluded from the total development limit of the site as incidental building area consistent with Table LU1 (Land Use Plan Categories) of the General Plan for properties categorized as Parks and Recreation. As golf operations are proposed to continue, existing access would be maintained to the golf course holes identified as the front six and the back nine. To implement the project, the Planning Commission will consider making a recommendation to the City Council regarding the following:

- **General Plan Amendment:** To increase the development limit from 20,000 square feet to 59,772 square feet for Anomaly Number 58, as identified in Table LU2 of the General Plan Land Use Element.
- **Major Site Development Review:** To construct a nonresidential building larger than 20,000 square feet.
- **Conditional Use Permit:** To allow the operation of an outdoor commercial recreation use, to authorize alcohol sales within the amenity clubhouse and throughout the grounds of the surfing lagoon, to establish the appropriate parking rate, and to allow the construction of buildings taller than 18 feet.
- **Modification Permit:** To allow for the construction of retaining walls taller than 8 feet.

Recommended Actions:

1. Conduct a public hearing;
2. Adopt Resolution No. PC2025-018 recommending the City Council take the following actions:
 - a. Certify the Environmental Impact Report filed as State Clearinghouse Number 2024110238; and
 - b. Approve the General Plan Amendment, Major Site Development Review, Conditional Use Permit, and Modification Permit filed as PA2024-0069.

VIII. STAFF AND COMMISSIONER ITEMS

ITEM NO. 3 MOTION FOR RECONSIDERATION

ITEM NO. 4 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

ITEM NO. 5 REQUESTS FOR EXCUSED ABSENCES

IX. ADJOURNMENT



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 21

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov

PREPARED BY: Tonee Thai, Deputy Community Development Director / Chief Building Official - 949-718-1867, tthai@newportbeachca.gov

James Gillespie, Fire Marshal - 949-644-3354,
jgillespie@newportbeachca.gov

TITLE: Ordinance Nos. 2025-23, 2025-24, and 2025-25: Adoption of the 2025 California Building Standards Codes with Local Amendments, the 2025 California Fire Code with Local Amendments, and the 2025 California Wildland-Urban Interface with Local Amendments

ABSTRACT:

The City of Newport Beach enforces State of California (State) model building standards and fire codes for the purpose of regulating design and construction of all structures to protect life and property. The State adopts new codes every three years. Local agencies must adopt the same codes and make any local amendments with specific findings at least 30 days prior to the effective date of the new codes on January 1, 2026. For the City Council's consideration are resolutions making specific findings in support of the proposed City amendments along with the draft ordinances introducing the revised codes. If passed, this item will return for final adoption of the ordinances on September 23, 2025.

RECOMMENDATIONS:

- a) Conduct a public hearing;
- b) Find the proposed actions are not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) and 15378 of the CEQA Guidelines, because the code adoption and amendment will not result in a physical change to the environment, directly or indirectly;
- c) Adopt Resolution No. 2025-58, *A Resolution of the City Council of the City of Newport Beach, California, Setting Forth Findings Based on Local Conditions Within the City of Newport Beach Which Make Certain Modifications and Changes to the International Property Maintenance Code, the California Building Code, the California Residential Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code and the International Swimming Pool and Spa Code as Reasonably Necessary Because of Local Climatic, Geographic, or Topographic Conditions;*

- d) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-23, *An Ordinance of the City Council of the City Of Newport Beach, California, Amending Title 15 (Building And Construction) of the Newport Beach Municipal Code to Adopt Chapter 1, Division II, of the 2025 Edition of the California Building Code; the 2024 Edition of the International Property Maintenance Code and Swimming Pool and Spa Code; the 2025 Edition of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, Historical Code, Existing Building Code, and Energy Code; and to Amend Portions of Chapter 15.50 (Floodplain Management), with Local Amendments*, and pass to second reading on September 23, 2025;
- e) Adopt Resolution No. 2025-59, *A Resolution of the City Council of the City of Newport Beach, California, Setting Forth Findings Based on Local Conditions within the City of Newport Beach Which Make Certain Modifications and Changes to the 2025 Edition of the California Fire Code and 2025 Edition of the California Wildland Urban Interface Code as Reasonably Necessary Because of Local Climatic, Geographic, or Topographic Conditions*;
- f) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-24, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Title 9 (Fire Code) of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Fire Code, with Local Amendments*, and pass to second reading on September 23, 2025; and
- g) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-25, *An Ordinance of the City Council of the City Of Newport Beach, California, Adding Chapter 9.07 (Wildland Urban Interface Code) to Title 9 of the Newport Beach Municipal Code to Adopt the 2025 Edition of the California Wildland Urban Interface Code, with Local Amendments*, and pass to second reading on September 23, 2025.

DISCUSSION:

The California Building Standards Code is published every three years and amends the California Code of Regulations Title 24. These codes are commonly referred to as Building, Residential, Fire, Plumbing, Mechanical, Electrical, Green and Energy Codes.

The California Building Standards Codes are adopted and amended in Newport Beach Municipal Code (NBMC) Titles 9 (Fire Code) and 15 (Building and Construction). The City may adopt more restrictive modifications and amendments if the City Council adopts findings relating to local climatic, topographic and geographic conditions, and files those findings with the California Building Standards Commission. The California Building Standards Commission has established January 1, 2026, as the statewide effective date for all the 2025 California Building Standards Codes. All local municipalities are required to enforce such codes as the minimum design standards and construction codes.

If the item moves forward to September 23, 2025, the City Council's approval of the ordinances would result in the amendment of the Fire and Building and Construction code of the NBMC by repealing references to the prior editions of the building standards codes and replacing them with the most current California Building Standard codes and International Codes listed below:

2025 California Building Code
2025 California Fire Code
2025 California Residential Code
2025 California Electrical Code
2025 California Mechanical Code
2025 California Plumbing Code
2025 California Green Building Standards Code (Cal Green)
2025 California Energy Code
2025 California Wildland Urban Interface Code
2025 California Historical Building Code
2025 California Existing Building Code
2024 International Property Maintenance Code
2024 International Swimming Pool and Spa Code

Key Municipal Code Amendments

For this code adoption cycle, staff recommends less amendments to the California Building Standards Code and Fire Code compared to the previous cycle to reduce regulations and streamline the building permitting process. However, a number of local amendments are recommended to be retained to enhance life safety and property protection. A redline strikeout version of the Building and Construction and Fire Code amendments illustrating changes from previously adopted ordinances are included as Attachments C and G for reference. The following is a summary of some of the key amendments proposed for incorporation into the NBMC:

Title 15 (Building and Construction) Amendments

- a. NBMC Section 15.02.085 would require the permittee to use a City-franchised solid waste enterprise for handling removal and disposal of all construction and demolition waste for a building permit with a construction valuation over \$100,000 or a demolition permit for complete demolition of a structure. This is to ensure compliance with California Department of Resources Recycling and Recovery (CalRecycle) requirements.
- b. NBMC Section 15.04.090 would exempt the fire sprinklers requirement for accessory dwelling units (ADU) when the existing primary residence is not equipped with fire sprinklers. The construction of an ADU shall not trigger the requirement for fire sprinklers to be installed in the existing building. This is to ensure compliance with State ADU laws.
- c. NBMC Section 15.09 would incorporate the requirements of the International Swimming Pool and Spa Code, which is not adopted by the

State as a model code, with local amendments to ensure public safety for private pools.

- d. NBMC Section 15.50 would be revised to clarify the definition of Substantial Improvement as any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a 10-year period, where the cumulative cost of the improvement equals or exceeds 50% of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 31, 2025. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The revised language is intended to match the model language from California Department of Water Resources for Higher Standards.

Title 9 (Fire Code) Amendments

- e. NBMC Section 9.04.190 would require emergency responder radio coverage in new buildings. Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new buildings. The emergency responder radio coverage system shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division. This is to ensure the system is reviewed and approved by the Federal Communications Commission's (FCC's) authorized review authority.
- f. NBMC Section 9.07 adopted and amended the new California Wildland-Urban Interface Code. This code relocates previously existing building standards or amendments applicable to structures in wildland-urban interface areas from the 2022 California Building Code, 2022 California Fire Code, and the 2022 California Residential Code into the 2025 California Wildland-Urban Interface Code. This code is instrumental in ensuring fire safety for properties located in the new fire hazard severity zones shown on the attached Map of Local Responsibility Area Fire Hazard Severity Zone (Attachment H) that was adopted by the City Council on August 26, 2025 per Ordinance 2025-11.

Community Outreach

On August 12, 2025, staff held a community workshop to gain input on the proposed draft ordinance and amendments. Approximately 45 members of the public and design community attended. Copies of the draft building and fire code amendment ordinances were provided, and the workshop was positively received by the attendees. Though no further revisions were requested, several participants requested future City-sponsored seminars to address various code subjects such as exiting and accessibility.

Building and Fire Board of Appeals

On August 19, 2025, the Building and Fire Board of Appeals (Board) convened with four members of the Board in attendance. Staff presented the proposed draft amendments. The Board supported the code amendments as presented.

FISCAL IMPACT:

There is no direct fiscal impact related to the City for this action.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action proposed herein is not a project subject to the California Environmental Quality Act ("CEQA) in accordance with Section 21065 of the California Public Resources Code and Sections 15060 (c)(2), 15060 (c)(3), and 15378 of the California Code of Regulations Title 14, Division 6, Chapter 3 ("State CEQA Guidelines") because the code amendment will not result in a reasonably foreseeable physical change to the environment. Additionally, the code amendment is exempt from the CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This code amendment itself does not authorize development that would directly result in physical change to the environment.

NOTICING:

Notice of this hearing was published in the Daily Pilot at least 10 days in advance of this hearing. Additionally, the item appeared on the agenda for this meeting, which was posted at City Hall and on the City website.

ATTACHMENTS:

- Attachment A – Resolution No. 2025-58: Adopting Findings to the Amendments to the California Building Standards Code and Other Related Codes
- Attachment B – Ordinance No. 2025-23: Adopting the California Building Standards Code and Other Related Codes
- Attachment C – Redline of California Building Standards Code Amendments
- Attachment D – Resolution No. 2025-59: Adopting Findings to the Amendments to the California Fire Code
- Attachment E – Ordinance No. 2025-24: Adopting the California Fire Code
- Attachment F – Ordinance No. 2025-25: Adopting the California Wildland-Urban Interface Code
- Attachment G – Redline of California Fire Code Amendments
- Attachment H – Map of Local Responsibility Area Fire Hazard Severity Zones

Attachment A

Resolution - Adopting Findings to the Amendments to the California Building Standards
Code and Other Related Codes

RESOLUTION NO. 2025- 58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, SETTING FORTH FINDINGS BASED ON LOCAL CONDITIONS WITHIN THE CITY OF NEWPORT BEACH WHICH MAKE CERTAIN MODIFICATIONS AND CHANGES TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE AS REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS

WHEREAS, Health and Safety Code Section 17958 mandates that the City of Newport Beach ("City") adopt ordinances and regulations imposing the same, modified, or changed requirements as are contained in the regulations adopted by the State of California ("State") pursuant to Health and Safety Code Section 17922;

WHEREAS, the State is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the 2025 California Building Code based on the 2024 International Building Code of the International Code Council, the 2025 California Residential Code based on the 2024 International Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code based on the 2024 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, the 2025 California Mechanical Code based on the 2024 Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials and the 2025 California Electrical Code based on the 2023 National Electrical Code of the National Fire Protection Association, the 2025 California Energy Code, the 2025 Historical Code, and the 2025 Existing Building Code (hereinafter referred to collectively as ("Codes"));

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications or changes to the Codes, which are reasonably necessary because of local, climatic, geographic, or topographic conditions;

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to Health and Safety Code Section 17958.5 make express findings that such changes or modifications are needed due to local climatic, geographic, or topographic conditions;

WHEREAS, the Building Official has recommended that changes and modifications be made to the Codes and has advised that these changes and modifications to the model codes are reasonably necessary due to local conditions in the City and has further advised that the remainder of said changes and modifications are administrative or procedural in nature; and

WHEREAS, a copy of this resolution together with the ordinance adopting the City Codes shall be filed with the California Building Standards Commission and the California Department of Housing and Community Development by the City Clerk of the City as required by state law.

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

Section 1: The City Council does hereby approve the following changes and modifications to the 2024 Edition of the International Property Maintenance Code and International Swimming Pool and Spa Code, and the 2025 edition of the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, and California Plumbing Code, and as recommended by the Building Official, and finds that the changes are necessary due to local climatic, geographic or topographic conditions:

| INTERNATIONAL PROPERTY MAINTENANCE CODE SECTION | JUSTIFICATION/EXPRESS FINDINGS |
|--|---|
| Chapter 1 | Reference to Newport Beach Admin. Code |
| 302.4 (Weeds) | Reference to Newport Beach Admin. Code |
| 303.2 (Enclosures) | Make consistent with the California Building Code |
| | |
| CALIFORNIA BUILDING CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
| 105.2 (Work Exempt from Permit) | a, b, c, d, e, f, g, h |
| 903.2 (Where Required) | c, d, e |
| 903.2.8 (Group R) | a, c, d, e |

| | |
|--|--|
| 903.2.8 Item 2 Exceptions #1 and #2 | Comply with AB2221 and SB897 amendment to Gov. Code 65852.2 (a)(1)(D)(xii) and 65852.2(e)(3) |
| Table 1505.1 (Minimum Roof Covering Classification for Types of Construction) | d, e, f |
| 1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) | d, e, f |
| 1612.3 (Establishment of Flood Hazard Areas) | i, j |
| 1704.2.1 (Special Inspector Qualifications) | g, h, i |
| | |
| CALIFORNIA RESIDENTIAL CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
| R115 (Existing Buildings) | a, b, h, i |
| R301.1.1.1 (Deletion of Section R301.1.1.1.) | e, f, g, h, i, j |
| R301.1.3 — R301.1.3.3 (Engineered Design, California Licensed Architect or Engineer, Wood Frame Structures Greater than Two-Stories, and Structures other than Wood Frame) | a, b, d, c, g, h, i, j |
| R301.2 (Table R301.2) | g, h, j |
| Table R301.2 (Footnote g) | j |
| R301.2.4 — R301.2.4.1 (Floodplain Construction & Alternate provisions) | h, i, j |
| R317.3 (Flood Hazard Areas) | i, j |
| R309 (Replaced with CBC 903.2.8) | a, b, c, e, i |
| R308.1 (Address Identification) | k, l |
| R306 (Adding Floodplain Management Ordinance) | h, i, j |
| R341 (Sound Transmission) | I, Additional reference to California Building Code |

| | |
|---|---|
| R401.4 (Geotechnical Investigations) | a, b, c, g, h, i, j, Additional reference to California Building Code |
| R405.1 (Basement Wall Drainage) | i, j |
| R902 (Roof Classification) | d, e, f, Additional reference to California Building Code |
| | |
| CALIFORNIA ELECTRICAL CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
| R358.10(A) (EMT — Uses Permitted) | i, j |
| R358.10B (EMT — Uses Permitted) | i, j |
| | |
| CALIFORNIA MECHANICAL CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
| 103.5 (Modifications) | Make consistent with the California Building Code |
| 107.1 (Appeals) | Make consistent with the California Building Code |
| | |
| CALIFORNIA PLUMBING CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
| 103.5 (Modifications) | Make consistent with the California Building Code |
| 107.1 (Appeals) | Make consistent with the California Building Code |
| | |
| INTERNATIONAL SWIMMING POOL AND SPA CODE SECTION | JUSTIFICATION/EXPRESS FINDINGS |
| 101.1 (Title) | Administrative change by Chartered City |

| | |
|--|--|
| 101.2 (Scope) | Administrative change by Chartered City |
| 102 through 114 (Delete Sections) | Administrative change by Chartered City |
| 201.3 (Terms Defined in other Codes) | Make consistent with the California Codes |
| 202 (Definitions) | Make consistent with California Swimming Pool Safety Act |
| 301.1 (Scope, Application of Chapters 7 through 10, and Conflicts) | n |
| 302.1 (Electrical) | m, Make consistent with the California Codes |
| 302.2 (Water Service and Drainage) | Make consistent with the California Codes |
| 302.5 (Backflow protection) | Make consistent with the California Codes |
| 302.6 (Wastewater discharge) | Make consistent with the California Codes |
| 303.1 (Energy Consumption of Pools and Permanent Spas) | Make consistent with the California Codes |
| 303.1.1 through 303.3 (Deleted) | Make consistent with the California Codes |
| 304.2 (Floodplain Construction) | i, j |
| 305.1 (General) | n, Administrative change by Chartered City |
| 305.2 (Swimming Pools and Spa) | m, Administrative change by Chartered City |
| 305.2.1 Item 1 (Barrier height and clearance) | Make consistent with California Swimming Pool Safety Act |

| | |
|--|--|
| 305.2.4.1 (Deleted) | Administrative change by Chartered City |
| 305.2.5 (Deleted) | Administrative change by Chartered City |
| 305.3.3 (Latch release) | Make consistent with California Swimming Pool Safety Act |
| 305.4 (Exception to Count Barrier as Drowning Prevention Safety Feature) | Make consistent with the California Building Code |
| 305.5 Items 1 and 2 (Pool Structure as a Barrier) | Make consistent with California Swimming Pool Safety Act |
| 306.1 (General) | Additional reference to California Codes |
| 306.4 (Deck Steps Handrail Required) | n |
| Table 306.5 (Minimum Drainage Slopes for Deck Surfaces) | Make consistent with the California Building Code |
| 306.9.1 (Hose Bibbs) | Additional reference to California Codes |
| 307.1.1 (Glazing in Hazardous Locations) | Additional reference to California Codes |
| 307.1.4 (Roofs or Canopies) | Additional reference to California Codes |
| 307.1.5 (Accessibility) | Additional reference to California Codes |
| 307.2.2 (Materials and Structural Design) | Additional reference to California Codes |
| 311.1 (Exception #2) | n, Administrative change by Chartered City |
| 317.4 (Installation) | Additional reference to California Codes |

| | |
|---|--|
| 317.6.1 (Installation) | Additional reference to California Codes |
| 319.2 (Protection of Potable Water Supply) | Additional reference to California Codes |
| 321.1 (Backwash Water or Draining Water) | j, Administrative change by Chartered City |
| 321.2 and 321.3 (Deleted) | Administrative change by Chartered City |
| 322 (General, Residential Pool and Deck Illumination) | Additional reference to California Codes |
| Chapter 4 (Deleted) | n |
| Chapter 5 (Deleted) | n |
| Chapter 6 (Deleted) | n |
| 703.1 (General) | Additional reference to California Codes |
| 802.1 (Materials of Components and Accessories) | Additional reference to California Codes |
| 802.2 (Structural Design) | Additional reference to California Codes |
| 901.2 (General) | Administrative change by Chartered City |
| 903 (Added Section) | Administrative change by Chartered City |
| 904 (Added Section) | Administrative change by Chartered City |
| 905 (Added Section) | Administrative change by Chartered City |
| 906 (Added Section) | Administrative change by Chartered City |

| | |
|---------------------|---|
| 907 (Added Section) | Administrative change by Chartered City |
|---------------------|---|

- a. The City of Newport Beach ("City") is located in an area subject to a climatic condition of high winds. This environment is conducive to rapidly spreading fires. Control of such fires requires a rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, the amount of wind force at 60 ft. above the ground puts rescue personnel at increased risk of injury when they are using aerial-type firefighting apparatus above this height.
- b. The City is located in a seismically active area. The public water system may be damaged after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above.
- c. Due to the geographic conditions of widespread development separated by waterways and the street congestion caused by local geography, and due to the seismic activity and the expected infrastructure damage inherent in a seismic hazard zone, it is prudent to rely on automatic fire sprinkler systems to mitigate extended Fire Department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure.
- d. Many areas of Newport Beach have developments abutting wildland and canyons with significant growths of vegetation of a highly combustible nature, classified as Very High Fire Hazard Severity Zones.
- e. The City, especially the foothill areas, is geographically located in an area periodically subject to high temperature dry Santa Ana wind conditions of high velocity. Moreover, the topographical conditions of the foothill areas and canyons contained therein tend to accelerate the periodic high velocity winds by means of a venturi effect. The use of non-rated or special purpose roofing materials as roof coverings within the City of Newport Beach may create an inordinate fire hazard during periods of high velocity winds when fire may spread across buildings with roof coverings of non-rated combustible materials.
- f. Embers from chimneys without spark arresters within the City, including the foothill areas, coupled with the climatic, topographic and geographic conditions described herein above, may permit the throwing of sparks, embers and cinders upon non-rated and special purpose roofing material roofs during periods of high velocity winds, thereby creating a fire hazard which in turn may spread throughout areas where the roofs of structures are covered with wood shakes and shingles.

- g. The City is subject to seismic activity which may result in damage to existing structures that do not comply with current code. Repair of earthquake damage according to California Existing Building Code requires upgrading the existing building to a standard higher than that to which it was built, which creates a financial hardship for the building owner to repair an earthquake-damaged structure or strengthen it prior to a seismic event. The California Existing Building Code provides a reasonable performance standard for strengthening and repair of structures. The Federal Emergency Management Agency ("FEMA") requires adoption of performance standards for the repair of damaged structures as a condition of financial assistance after disasters.
- h. The City is located in a seismically active area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone (NIFZ) which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. Regional planning for reoccurrence is recommended by the State of California, Department of Conservation. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The City of Newport Beach contains coastal bluffs and hilly areas subject to landslides, earth induced landslides and it has coastal areas subject to flooding and liquefaction.
- i. The City has coastal and bay front areas with sandy soils and a shallow water table at the same elevation as bay water elevation which fluctuates with the tide. Sandy soils and high ground water level may cause the soils to liquefy during a seismic event.
- j. The City contains low lying coastal areas subject to flooding from sustained rain with tides which hinder drainage to the bay. Certain other areas such as Balboa Island are subject to water surges from drainage through back bay. Other oceanfront areas are subject to flooding from storm-driven high waves which run up and overtop coastal beach berms. West Newport Beach is subject to flooding from the Santa Ana River and storm events with tides. The City of Newport Beach participates in the National Flood Insurance Program (NFIP) and has adopted a FEMA-required flood management ordinance with flood mitigation measures including construction requirements contained in Newport Beach Municipal Code Chapter 15.50.
- k. Newport Beach is located in Southern California and can be subject to air pollution, water and power shortages, climate change, and potential pollution of bay water.
- l. Due to the geographic conditions of widespread development separated by

waterways and the street congestion caused by local geography.

- m. The City is a Charter City, therefore, topographical, geographical and climatic conditions are not required to amend the administrative provisions within the code.
- n. The City does not have jurisdiction over Public Pools. The enforcing agencies for Public Pools are the California Department of Public Health and the local health agency, County of Orange Health Care Agency, per Health and Safety Code Sections 116050 and 131200 and Chapter 1, Division 1, Section 1.7 of the California Building Code.

Section 2: 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 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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.

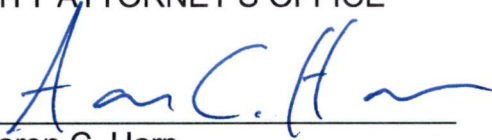
ADOPTED this 9th day of September 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment B

Draft Ordinance - Adopting the California Building Standards Code and Other
Related Codes

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING TITLE 15 (BUILDING AND CONSTRUCTION) OF THE NEWPORT BEACH MUNICIPAL CODE TO ADOPT CHAPTER 1, DIVISION II, OF THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE; THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND SWIMMING POOL AND SPA CODE; THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, RESIDENTIAL CODE, ELECTRICAL CODE, MECHANICAL CODE, PLUMBING CODE, GREEN BUILDING STANDARDS CODE, HISTORICAL CODE, EXISTING BUILDING CODE, AND ENERGY CODE; AND TO AMEND PORTIONS OF CHAPTER 15.50 (FLOODPLAIN MANAGEMENT), WITH LOCAL AMENDMENTS

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 ("State");

WHEREAS, pursuant to Health & Safety Code Sections 17922 and 18935, the State of California Building Standards Commission ("BSC") has approved the adoption of new model codes relating to design and construction for the protection of life and property;

WHEREAS, the 2025 Edition of the California Building Standards Code ("CBC") is based on the 2024 International Building Code. The CBC published by the BSC in Title 24, Part 1; Part 2 Volume I & II; Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 8, Part 10, and Part 11 are mandated to be enforced on January 1, 2026. To include our local amendments and enhance life safety and property protection, the City must complete its adoption process thirty (30) days prior to January 1, 2026. The adoption of the code into the Newport Beach Municipal Code ("NBMC") provides for an orderly administration of the codes by City Building Official and Fire Code Official;

WHEREAS, local jurisdictions may amend the CBC as necessary to mitigate differences caused by local topographical, geographical, and climatic conditions. In accordance with California Health and Safety Code Section 17958.7, any modifications made via local ordinance must be filed, along with the findings thereto, with the BSC. These local changes will be incorporated into Title 15 (Buildings and Construction) of the NBMC;

WHEREAS, to aid in efficiency and clarity, portions of Title 15 (Buildings and Construction) are amended in their entirety as indicated in this ordinance and replaced with each of these modifications to the CBC that are correlated with the findings in Resolution No. 2025-58 adopted by the City Council of the City on September 9, 2025. When approved, the ordinance and accompanying resolution will be forwarded to the BSC in compliance with the above mentioned code sections;

WHEREAS, all prior references to the former Newport Beach Administrative Code shall be construed to apply to the corresponding provisions of the Newport Beach Administrative Code contained herein;

WHEREAS, the City participates in the National Flood Insurance Program ("NFIP") with Federal Emergency Management Agency to reduce flooding from storm events and wave run-up by retention and/or percolation;

WHEREAS, the City makes efforts to improve water quality of Newport Bay, and Environmentally Sensitive Receiving Waters by reducing runoff from irrigation overspray, roof drains, patio and deck drains, and natural watercourses, which then convey pollutants such as pesticides, fertilizers, pet waste, oil, engine coolant, gasoline, hydrocarbons, brake dust, tire residue and other pollutants into surface waters;

WHEREAS, the City reviewed the grading and drainage requirements from the Federal Emergency Management Agency with NBMC Section 15.10.120 to ensure consistency and continued compliance with the NFIP; and

WHEREAS, the 2025 CBC is similar to the 2022 version; the attached ordinance contains similar provisions as adopted by the City Council in 2022. Staff has taken the opportunity to review existing amendments in detail and some modifications are recommended. All the changes or modifications are substantially equivalent to changes or modifications that were previously filed by the City and were in effect as of September 30, 2025.

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

Section 1: Chapter 15.02 (Administrative Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.02
ADMINISTRATIVE CODE**

Sections:

| | |
|-----------|---|
| 15.02.010 | Adoption of the Administrative Code. |
| 15.02.020 | Amendment to Section 101.1. |
| 15.02.030 | Reserved. |
| 15.02.040 | Amendment to Section 101.4.4. |
| 15.02.050 | Amendment to Section 102.6. |
| 15.02.060 | Addition of Section 102.7. |
| 15.02.070 | Amendment to Section 103.1. |
| 15.02.080 | Amendment to Section 105.2. |
| 15.02.085 | Addition of Section 105.3.1.1. |
| 15.02.090 | Amendment to Section 105.3.2. |
| 15.02.095 | Addition of Sections 105.3.3, 105.3.4, and 105.3.5. |
| 15.02.100 | Amendment to Section 105.5. |
| 15.02.110 | Amendment to Section 109.4. |
| 15.02.120 | Addition of Section 117. |

Section 15.02.010 Adoption of the Administrative Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section Chapter 1, Division II of the 2025 Edition of the California Building Code as published by the International Code Council.

The various parts of this chapter, including additions, amendments and deletions adopted in this section, shall constitute and be known as the “Newport Beach Administrative Code.” A copy of the 2025 California Building Code printed in code book form shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.02.020 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Newport Beach Administrative Code, hereinafter referred to as “this code.”

Section 15.02.030 Reserved.

Section 15.02.040 Amendment to Section 101.4.4.

Section 101.4.4 is amended to read as follows:

Section 101.4.4 Property Maintenance. The provisions of the 2024 International Property Maintenance Code shall be adopted as the Newport Beach Property Maintenance Code and shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 15.02.050 Amendment to Section 102.6.

Section 102.6 is amended to read as follows:

Section 102.6 Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the California Existing Building Code, the International Property Maintenance Code, California Building Code, the California Residential Code, or the California Fire Code, or as deemed necessary by the Building Official.

Section 15.02.060 Addition of Section 102.7.

Section 102.7 is added to read as follows:

Section 102.7 Remodel or Renovation. If the valuation of the permit for the remodel or renovation of a building is equal to or exceeds fifty (50) percent of the market value of such building, then the entire building shall comply with the Code provisions for new construction.

Exceptions:

1. This provision does not apply for permit valuations less than \$350,000.
2. The Building Official is authorized to accept less than the requirements for new construction if substantial conformance to the requirements is found and the protection of life and property are

maintained.

3. This provision shall not apply to projects that meet the criteria set forth in Newport Beach Municipal Code Section 20.38.060(A)(3) and are not located in a Special Flood Hazard Area per the latest revision of the Federal Insurance Rate Map.

Section 15.02.070 Amendment to Section 103.1.

Section 103.1 is amended to read as follows:

Section 103.1 Creation of Enforcement Agency. The Building Division is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 15.02.080 Amendment to Section 105.2.

Subsection 2 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

2. Masonry or concrete fences not over 3.5 feet (1,066.8 mm) high above lowest adjacent grade and not within 3 feet of the property line, and all other fences not over 6 feet (1,828.8 mm) in height above lowest adjacent grade except when used as a pool barrier.

Subsection 9 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

9. Prefabricated swimming pools or hot tubs spas accessory to a Group R- 3 occupancy, or water features, containing less than 18 inches of water depth, do not exceed 5,000 gallons and are installed entirely above ground; unless otherwise required by other provisions of the code.

Section 15.02.085 Addition of Section 105.3.1.1.

Section 105.3.1.1 is added as follows:

Section 105.3.1.1 Construction and Demolition Waste Permits. Prior to issuance of a building permit for construction having a valuation over \$100,000 or a demolition permit for complete demolition of a structure,

the permittee shall certify that a City franchised solid waste hauler shall be used for the handling, removal and disposal of all construction and demolition waste. A permit deposit and fees, set by resolution of the City Council, shall be paid at the time of submitting the building or demolition permit application and the Construction and Demolition Waste Certification and Deposit Form. Said deposit shall be returned to the permittee at the conclusion of the construction or demolition project, upon the submittal of documentation that a franchised solid waste hauler was used to handle, remove and dispose of all construction and demolition waste. Claims for refund of the permit deposit, that qualify, must be six (6) months from the date the permit receives a final status from the Building Division. The permit deposit shall be forfeited in its entirety if the identified franchised solid waste hauler is not used to handle, remove and dispose of all construction and demolition waste or a request for refund is not submitted within the time set forth herein.

If the Building Official finds that the work described in an application for a building or demolition permit and the plans, specifications and other data filed therewith conform to the requirements of this code and the technical codes and other pertinent laws and ordinances, and that the fees specified in Section 109 have been paid and that a franchised solid waste hauler is being used, the Building Official shall issue a permit therefor to the applicant. Prior to any construction or demolition activities authorized by the permit, the permittee shall notify the Community Development Department's Code Enforcement Division no less than twenty-four (24) hours or more than seventy-two (72) hours in advance of its intent to commence construction or demolition and provide the name of the franchised solid waste hauler that will haul and dispose of the construction and demolition waste. Any hauling or disposal of demolition and construction waste by other than the identified franchised solid waste hauler shall subject the project to suspension of work as authorized in this Code and subject the deposit to forfeiture.

If good causes exist, as determined in the sole discretion of the Building Official, the Building Official may extend the deadlines set forth in this section.

Section 15.02.090 Amendment to Section 105.3.2.

Section 105.3.2 is amended to read as follows:

Section 105.3.2 Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned one hundred eighty (180) days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

Section 15.02.095 Addition of Sections 105.3.3, 105.3.4, and 105.3.5.

Section 105.3.3 is added to read as follows:

Section 105.3.3 Time Limit on Permitted Construction.

For any one-unit or two-unit dwelling for which a tentative and final tract map is not required, the maximum allowable time to complete construction for any work that requires a building permit including, but not limited to, any construction, reconstruction, rehabilitation, renovation, addition(s), modification(s), improvement(s), or alteration(s), shall be limited to three (3) years, unless an extension is granted in accordance with Section 105.3.4.

The time limit to complete construction shall begin on the date of issuance of the first or original building permit.

Final inspection and approval of the construction work by the City shall mark the date of construction completion for purposes of Section 15.02.095. Time limits set forth herein shall not be extended by issuance of a subsequent building permit(s) for the same project.

Section 105.3.4 is added to read as follows:

Section 105.3.4 Extension of Time Limit to Complete Construction.

The maximum allowable time to complete construction, as set forth in Section 105.3.3, may be extended as follows:

1. Application for Extension to Building Official.
 - a) A property owner, or authorized agent of the property owner, may

request an extension by filing with the Building Official, in writing and on a form provided by the Building Official, an application for extension which sets forth: (i) the address of the project site; (ii) the name of the applicant and property owner; (iii) when the first or original building permit was issued; (iv) the length of time extension requested, which shall not be greater than one hundred eighty (180) calendar days; (v) how many previous extensions have been granted; (vi) criteria that establish the cause(s) of delay and the reason for the extension request; (vii) a comprehensive completion schedule; (viii) a brief description of the improvements that are the subject of the application; (ix) past complaints and enforcement history; and (x) any other information requested by the City.

- b) Unless authorized by the Building Official in writing, an application for extension shall be submitted no later than forty-five (45) calendar days prior to the expiration of the building permit. The application for extension to the Building Official shall be accompanied by a fee adopted by resolution of the City Council.
- c) Within forty-five (45) days of a request for extension, the Building Official may ministerially grant, conditionally grant or deny a request for extension for a period not to exceed one hundred eighty (180) calendar days with a maximum of two extensions being granted by the Building Official under this subsection. The Building Official shall only grant an extension if he/she determines adequate progress has been made towards completion of construction and the request for extension is necessary for its completion. The decision of the Building Official shall be final and non-appealable.

2. Application for Additional Extension(s).

- a) If construction of the project has not been completed within the timeframe authorized by the Building Official, a property owner, or authorized agent of the property owner, may request an additional extension by filing with the City Clerk, in writing and on a form provided by the City Clerk, an application for extension which sets forth: (i) the address of the project site; (ii) the name of the applicant and property owner; (iii) when the first or original

building permit was issued; (iv) the length of time extension requested, which shall not be greater than one hundred eighty (180) calendar days; (v) how many previous extensions have been granted; (vi) criteria that establishes the cause(s) of delay and the reason for the extension request; (vii) a comprehensive completion schedule; (viii) a brief description of the improvements that are the subject of the application; (ix) past complaints and enforcement history; and (x) any other information requested by the City.

- b) Unless authorized by the Building Official in writing, an application for extension shall be submitted no later than forty-five (45) calendar days prior to the expiration of the building permit.
- c) An application for extension filed with the City Clerk shall be accompanied by a hearing and noticing fee adopted by resolution of the City Council.

3. Scheduling and Noticing.

- a) For an application for an additional extension set forth in subsection 2, a Hearing Officer, designated by the City Manager, shall hear and decide whether a third application for extension, or fourth application for extension, shall be granted, conditionally granted, or denied. The City Council shall hear and decide whether any additional application for extension, beyond four total extensions, shall be granted, conditionally granted or denied. The applicable hearing body shall be referred to herein as the "review authority."
- b) For any application for extension to be heard by a Hearing Officer, the City Manager shall appoint a Hearing Officer with the requisite qualifications and experience to consider the application for extension. The Hearing Officer shall not be a City employee and the employment, performance evaluation, compensation and benefits of the Hearing Officer, if any, shall not be conditioned, either directly or indirectly, upon the outcome of any decision by the Hearing Officer.

Within seven (7) calendar days of the City Clerk's receipt of an application for extension, the City Manager or his/her designee shall notify the applicant of the name of the Hearing Officer in accordance with Section 1.08.080. If the applicant wishes to challenge the designated Hearing Officer, the applicant shall have seven (7) calendar days from the date of service of the notice to submit to the City Manager a request, in writing, to disqualify the Hearing Officer, which sets forth the basis for disqualification. A Hearing Officer may only be disqualified for: (i) bias; (ii) prejudice; (iii) a conflict of interest; or (iv) a reason for which a judge may be disqualified after a showing of good cause under the laws of the State of California.

The City Manager will review any request for disqualification and decide as to whether a Hearing Officer shall be disqualified. The City Manager's decision shall be final. If the City Manager disqualifies a Hearing Officer, the City Manager shall designate a new Hearing Officer in accordance with the procedures in this subsection.

- c) The applicant shall be notified of the time and place set for the hearing of the application, in accordance with Section 1.08.080, at least ten (10) calendar days prior to the date of the hearing. All hearings on an application to be heard by the review authority shall be noticed in the following manner:
 - (i) Mailed to property owners within three hundred (300) feet of the project site that is the subject of the application, at least ten (10) calendar days in advance of the hearing. The notice shall contain: the address of the project site; the length of time extension requested; the new end project date if the application is approved; the name of the applicant and property owner; a brief description of the improvements; the date, time, and place of the hearing; and a statement informing the person they have the ability to attend the hearing and provide comments; and
 - (ii) Posted by the applicant at the project site, that is the subject of the application, at least ten (10) calendar days before the scheduled hearing. The size, location and number of sign(s)

shall be posted as determined by the City Manager. The applicant shall be responsible for maintaining the sign(s) in a satisfactory condition and shall remove all sign(s) within twenty-four (24) hours following the conclusion of the hearing.

The failure of any person or entity to receive notice given in compliance with this subsection shall not invalidate the actions of the applicable review authority.

4. Conduct of Hearing.

- a) A hearing shall be held at the date, time, and place for which notice was given.
- b) The review authority shall only consider evidence and testimony, presented by the applicant or any other interested person, relevant to whether: (i) special circumstances warrant an extension of time; (ii) the failure to meet the time limit was caused by circumstances beyond the property owner's, applicant's or their contractor's control; and (iii) any approval should contain conditions to ensure timely completion of the project in a manner that limits impacts on surrounding property owners. Any documents submitted by City staff shall constitute prima facie evidence of the respective facts contained in those documents.
- c) The review authority may grant, or conditionally grant, up to a one hundred and eighty (180) calendar day extension, per application for extension, if it finds special circumstances warrant an extension of time or the failure to meet the time limit was caused by circumstances beyond the property owner's, applicant's or their contractor's control. If the review authority makes the findings to grant an extension, the review authority shall consider whether conditions are necessary to ensure timely completion of the project in a manner that limits impacts on surrounding property owners. The review authority shall deny the application if it cannot make the findings set forth in this subsection.
- d) A hearing may be continued without further notice, provided the Hearing Officer or chair of the review authority announces the date, time, and place to which the hearing will be continued

before the adjournment or recess of the hearing.

- e) The review authority may announce a tentative decision and defer its action on a final decision until appropriate findings and/or conditions of approval have been prepared.
- f) The review authority shall issue a written decision, setting forth its findings, and the decision shall be final and effective on the date the decision is made, unless otherwise specified by the review authority. The review authority shall provide the City Clerk with its final decision within three (3) calendar days of the date of decision and the City Clerk shall mail a copy of the final decision to the applicant within ten (10) calendar days of receipt of the final decision.

5. Judicial Proceeding.

Nothing herein shall prohibit the Building Official from issuing a building permit or extending a building permit if the extension is a term of an enforceable settlement agreement between the City and the property owner or a term of a court order/judgment.

6. Judicial Review.

The decision of the review authority shall not be appealable to any City body. A person shall not seek judicial review related to any application for extension until the person has first exhausted all administrative procedures set forth in Section 15.02.095.

Section 105.3.5 is added to read as follows:

Section 105.3.5 Correlation with Codes.

Sections 105.3.3 or 105.3.4 limit the total time to complete construction and shall not relieve any person or entity from complying with any other applicable provision of federal, state or local law including, but not limited to, construction related laws adopted by the City.

Section 15.02.100 Amendment to Section 105.5.

Section 105.5 is amended to read as follows:

Section 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the date of the last recorded inspection. Before such work can be recommenced, the permit shall be first reissued, and the permittee shall pay a new permit fee. Except for instances where permits for suspended or abandoned work have had previous inspections recorded, the fee shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original approved plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. Permits shall not be renewed more than once.

The Building Official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested minimum fifteen (15) days prior to the permit expiration in writing and justifiable cause demonstrated.

Section 15.02.110 Amendment to Section 109.4.

Section 109.4 is amended to read as follows:

Section 109.4 Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee in addition to the required permit fees. The investigation fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required in the City Council fee resolution. The payment of such investigation fee shall not exempt an applicant from compliance with all applicable provisions of either the codes or referenced standards or the technical codes nor from the penalty prescribed by law.

Section 15.02.120 Addition of Section 117.

Section 117 is added to read as follows:

Section 117 – Demolition of Entire Structure.

Section 117.1 Notification. When an entire structure is to be demolished, notification by certified mail to adjacent owners is required at least thirty (30) days before demolition commences. Proof of notification is required prior to permit issuance. Unless determined otherwise by the Building Official.

Section 2: Chapter 15.03 (International Property Maintenance Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

Chapter 15.03
INTERNATIONAL PROPERTY MAINTENANCE CODE

Sections:

- 15.03.010 Adoption of the International Property Maintenance Code.
- 15.03.020 Deletion of Chapter 1, except Sections 101, 102, 109.1, 109.1.4, 109.4, 109.7 and 109.8.
- 15.03.030 Amendment to Section 101.1.
- 15.03.040 Amendment to Section 102.3.
- 15.03.045 Amendment to Section 302.4.
- 15.03.050 Amendment to Section 303.2.

Section 15.03.010 Adoption of the International Property Maintenance Code.

The City Council adopts and incorporates by reference, as set forth in full in this section, the 2024 International Property Maintenance Code, as published by the International Code Council.

The various parts of this code, along with the amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Property Maintenance Code." A copy of the 2024 International Property Maintenance Code shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.03.020 Deletion of Chapter 1, Except Sections 101, 102, 109.1, 109.1.4, 109.4, 109.7, and 109.8.

Section 15.03.020. Chapter 1 of the Property Maintenance Code is deleted, except Sections 101, 102, 109.1, 109.1.4, 109.4, 109.7, and 109.8.

Section 15.03.030 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Newport Beach Property Maintenance Code, herein referred to as “this code.”

Section 15.03.040 Amendment to Section 102.3.

Section 102.3 is amended to read as follows:

Section 102.3 Application of other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable adopted codes. Nothing in this code shall be construed to cancel, modify, or set aside any provisions of the Newport Beach Municipal Code.

Section 15.03.045 Amendment to Section 302.4.

Section 302.4 is amended to read as follows:

Section 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth that create a fire hazard or are overgrown in a way that they obstruct the right of way, block visibility of pedestrians and drivers, or harbor rats, vermin, or insects. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner of agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with California Building Code Section 114.3 and as prescribed by the authority having jurisdiction.

Section 15.03.050 Amendment to Section 303.2.

Section 303.2 is amended to read as follows:

Section 303.2 Enclosures. Private swimming pools, hot tubs and spas or water features containing more than eighteen (18) inches of water depth shall comply with section 305.2 of the Newport Beach Residential Swimming Pool and Spa Code and Section 3109.2 of the Newport Beach

Building Code. No existing pool enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

Section 3: Chapter 15.04 (Building Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.04
BUILDING CODE**

Sections:

| | |
|-----------|---|
| 15.04.010 | Adoption of the California Building Code. |
| 15.04.020 | Amendment to Section 105.2. |
| 15.04.030 | Reserved. |
| 15.04.040 | Reserved. |
| 15.04.050 | Reserved. |
| 15.04.060 | Reserved. |
| 15.04.070 | Reserved. |
| 15.04.080 | Amendment to Section 903.2. |
| 15.04.090 | Amendment to Section 903.2.8. |
| 15.04.100 | Reserved. |
| 15.04.110 | Amendment to Table 1505.1. |
| 15.04.120 | Amendment to Section 1505.1.2. |
| 15.04.130 | Amendment to section 1612.3. |
| 15.04.140 | Amendment to Section 1704.2.1. |
| 15.04.150 | Reserved. |

Section 15.04.010 Adoption of the California Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Building Code, Volumes 1 and 2, including Appendix I, and all national codes and standards referenced therein, based on the 2024 International Building Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Building Code." A copy of the 2025 California Building Code Volumes 1 and 2, printed in code book form, shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.04.020 Amendment to Section 105.2.

Subsection 2 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

2. Masonry or concrete fences not over 3.5 feet (1066.8 mm) high above lowest adjacent grade and not within three (3) feet of the property line, and all other fences not over six (6) feet (1,828.8 mm) in height above lowest adjacent grade except when used as a pool barrier.

Subsection 9 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

9. Prefabricated swimming pools or hot tubs spas accessory to a Group R- 3 occupancy, or water features, containing less than eighteen (18) inches of water depth, do not exceed five thousand (5,000) gallons and are installed entirely above ground, unless otherwise required by other provisions of the code.

Section 15.04.030 Reserved.

Section 15.04.040 Reserved.

Section 15.04.050 Reserved.

Section 15.04.060 Reserved.

Section 15.04.070 Reserved.

Section 15.04.080 Amendment to Section 903.2.

Section 903.2 is amended to read as follows:

Section 903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the following locations:

1. **New Buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall be installed in all occupancies when the total building area exceeds five thousand (5,000) square feet (465 m²), unless more restrictive requirements are required by other provisions of this code.

Exceptions:

1. Group R occupancies. Group R occupancies shall comply with Section 903.2.8.
2. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than one (1) hour fire barriers constructed in accordance with Section 707 or not less than two (2) hours horizontal assemblies constructed in accordance with Section 711, or both.
2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when any of the following conditions exists:
 - a) When an addition is fifty (50) percent or more of the existing building area and the resulting building area exceeds five thousand (5,000) square feet (465 m²),
 - b) When an addition is added, and the existing building is already provided with an automatic fire sprinkler system.
 - c) More restrictive requirements are required by other provisions of this code.
 - d) Where a tenant space in an existing building is required to be sprinklered due to the nature of occupancy use, the entire building shall be sprinklered unless other provisions of the code(s) are applied to create distinct separated buildings, subject to the fire code official and Building Official approval.

Exception: Group R occupancies. Group R occupancies shall comply with Section 903.2.8.

Section 15.04.090 Amendment to Section 903.2.8.

Section 903.2.8 is amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a) When the total area of addition and reconstruction exceeds 2,000 sq.ft. and exceeds fifty (50) percent of the area of the existing structure.
 - b) An addition when the existing building is already provided with automatic fire sprinkler system.
 - c) As determined for new construction per Section 102.7.

Exceptions:

1. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
2. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

The Building Official may approve alternative methods and materials when an equivalent or greater level of Fire protection is achieved, subject to the fire code official approval.

Section 15.04.100 Reserved.

Section 15.04.110 Amendment to Table 1505.1.

Table 1505.1 is amended to read as follows:

TABLE 1505.1 MINIMUM ROOF COVERING CLASSIFICATION FOR TYPES OF CONSTRUCTION^a

| IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|----|----|-----|-----|------|------|----|----|----|
| B | B | B | B | B | B | B | B | B |

^aUnless otherwise required in accordance with the California Wildland-Urban Interface Code or due to the location of the building within a fire district in accordance with Appendix D.

Section 15.04.120 Amendment to Section 1505.1.2. Section 1505.1.2 is amended to read as follows:

Section 1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than fifty (50) percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class C fire classification.

Section 15.04.130 Amendment to Section 1612.3.

Section 1612.3 first paragraph is amended to read as follows:

Section 1612.3 Establishment of the Flood Hazard Areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Newport Beach," dated March 21, 2019, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared

to be part of this section.

Section 15.04.140 Amendment to Section 1704.2.1.

Section 1704.2.1 is amended to read as follows:

Section 1704.2.1 Special Inspector Qualifications. The special inspector shall be a qualified person approved by the Building Official or his/her designated representative. The special inspector shall furnish continuous inspection on the construction and work requiring his/her employment as prescribed in the applicable code. The special inspector shall report to the Building Official in writing, noting all code violations and any variations from the approved plans and other information as required on forms prescribed or approved by the City.

Each person applying for listing/registration as a special inspector for the City shall possess a valid certification from a certifying agency approved by the Building Official, as a special inspector for each classification for which they apply. The Building Official may administer testing procedures which he/she may find appropriate.

Each person applying for registration, as a special inspector for the City, shall pay a registration fee as set forth in the resolution adopted by the City Council, payable with the application.

A registration card shall be issued to each such special inspector who qualifies. A renewal fee as set forth in the resolution adopted by the City Council for each classification shall be charged each year thereafter at which time the special inspector may be subject to re-examination.

The Building Official may, in writing, suspend or revoke any special inspector's certificate of registration for due cause. This notice shall set forth the time and place evidence would be submitted to show cause why the certificates of registration should not be revoked. Failure to appear at such hearing by the special inspector may result in immediate revocation of said certificates. Special inspector's qualification registrations are to be given only for special inspections required in Chapter 17 of the California Building Code or for work specifically authorized by the Building Official.

The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the

approved agency and their personnel are permitted to act as the special inspector for the work designed by them, provided they are approved by the Building Official and qualify as special inspectors.

Section 15.04.150 Reserved.

Section 4: Chapter 15.05 (Residential Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.05
RESIDENTIAL
CODE**

Sections:

- 15.05.010 Adoption of the California Residential Code.
- 15.05.020 Amendment to Section R101.1.
- 15.05.030 Reserved.
- 15.05.040 Deletion of Sections R102 through R114.
- 15.05.050 Addition of Sections R115.
- 15.05.060 Deletion of Section R301.1.1.1.
- 15.05.070 Amendment to Section R301.1.3.
- 15.05.080 Amendment to Table R301.2.
- 15.05.090 Amendment to Table R301.2 Footnote g.
- 15.05.100 Amendment to Section R301.2.4.
- 15.05.110 Amendment to Section R317.3.
- 15.05.120 Reserved.
- 15.05.130 Reserved.
- 15.05.140 Reserved.
- 15.05.150 Reserved.
- 15.05.160 Reserved.
- 15.05.170 Reserved.
- 15.05.180 Deletion of Section R309.
- 15.05.190 Amendment to Section R308.1.
- 15.05.200 Amendment to Section R306 with the Addition of Newport Beach Municipal Code Chapter 15.50, Floodplain Management.
- 15.05.210 Reserved.
- 15.05.220 Reserved.
- 15.05.230 Addition to Section R341.
- 15.05.240 Amendment to Section R401.4
- 15.05.250 Reserved.
- 15.05.260 Amendment to Section R405.1.

- 15.05.270 Reserved.
- 15.05.280 Reserved.
- 15.05.290 Amendment to Section R902.

Section 15.05.010 Adoption of the California Residential Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Residential Code, including Appendix BF, and all national codes and standards referenced therein, based on the 2024 International Residential Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments, and deletions adopted in this section, shall constitute and be known as the Newport Beach Residential Code. A copy of the 2025 California Residential Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.05.020 Amendment to Section R101.1.

Section R101.1 is amended to read as follows:

Section R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of Newport Beach and shall be cited as such and will be referenced to herein as “this code.”

Section 15.05.030 Reserved.

Section 15.05.040 Deletion of Sections R102 through R114.

Sections R102 through R114 are deleted in their entirety. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.05.050 Addition of Sections R115.

Section R115 is added to read as follows:

SECTION R115 – Existing Buildings

For existing One- and Two-family dwellings, the Existing Building Code as adopted under section 15.14 of the Newport Beach Municipal Code shall

be the applicable code.

Section 15.05.060 Deletion of Section R301.1.1.1.

Section 15.05.060 is amended to read as follows:

Section R301.1.1.1 is deleted in its entirety.

Section 15.05.070 Amendment to Section R301.1.3.

Section R301.1.3 is amended to read as follows:

Section R301.1.3 Engineered Design. Where a building of otherwise conventional construction contains structural elements exceeding the limits of Section R301 or otherwise not conforming to this code, these elements shall be designed in accordance with accepted engineering practices. The extent of such design need only demonstrate compliance of nonconventional elements with other applicable provisions and shall be compatible with the performance of the conventional framed system. Engineered design in accordance with the California Building Code is permitted for buildings and structures and parts thereof, included in the scope of this code.

R301.1.3.1 California Licensed Architect or Engineer. When any portion of any structure deviates from substantial compliance with conventional framing requirements for wood frame construction found in this code, the Building Official shall require the construction documents to be approved and stamped by a California licensed architect or engineer for that irregular or nonconforming portion of work. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code Sections 5537 and 6737.1.

R301.1.3.2 Wood Frame Structures Greater than Two-Stories. The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction of more than two stories in height or having a basement. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code Sections 5537 and 6737.1.

R301.1.3.3 Structures other than Wood Frame. The Building Official shall require floor, wall or roof-ceiling structural elements in dwellings designed of cold formed steel, concrete, and masonry prescribed by this code to be approved and stamped by a California licensed architect or engineer. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code Sections 5537 and 6737.1.

Section 15.05.080 Amendment to Table R301.2.

Table R301.2 is amended by completing the table to read as follows:

| TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA | | | | | | | | | | | | |
|---|-----------------------------|---|--|---|---|-------------------------|----------------------------------|---|--|-------------------------------------|---------------------------------------|----------------------------------|
| GROUND SNOW LOAD ^a | WIND DESIGN | | | | SEISMIC DESIGN CATEGORY ^f | SUBJECT TO DAMAGE FROM | | | ICE BARRIER UNDERLAYMENT REQUIRED ^h | FLOOD HAZARDS ^g | AIR FREEZING INDEX ⁱ | MEAN ANNUAL TEMP ^j |
| | Speed ^d (mph) | Topographic effects ^a | Special wind region ^l | Windborne debris zone ^m | | Weathering ^a | Frost line depth ^b | Termite ^c | | | | |
| ZERO | 95 | NO | NO | NO | D ₁ , D ₂ , D ₃ OR E | NEGLECTIBLE | NA | VERY HEAVY | NO | SEE FOOTNOTE g | 0 | 60.7 |
| MANUAL J DESIGN CRITERIA ^a | | | | | | | | | | | | |
| Elevation | | Altitude correction factor ^e | Coincident wet bulb | Indoor winter design dry-bulb temperature | Indoor winter design dry-bulb temperature | | | Outdoor winter design dry-bulb temperature | | Heating temperature dif- ference | | |
| 10 FEET | | 1.0 | 67 | 70 | 70 | | | 43 | | 30° | | |
| Latitude | | Daily range | Indoor summer design relative humidity | Indoor summer design relative humidity | Indoor summer design dry-bulb temperature | | | Outdoor summer design dry-bulb temperature | | Cooling temperature dif- ference | | |
| 33.608 | | 12 | 50 | 50 | 75 | | | 80 | | 15° | | |

Section 15.05.090 Amendment to Table R301.2 Footnote g.

Table R301.2 footnote g is amended to read as follows:

Section Table R301.2 Footnote g. Refer to the National Flood Insurance Program (NFIP) as printed by the Federal Emergency Management Agency's Flood Insurance Rate Map (FIRM) dated March 21, 2019; Flood Insurance Study (FIS Profile) effective date of revision: March 21, 2019; Community number: 060227; Map: 06059; Panels: 264, 267, 268, 269, 286, 288, 289, 377, 381, 382, 384, 401, 402, 403, 404, 406 and 408; Suffix "K"; Initial NFIP map date: March 15, 1974; and Initial FIRM date: September 1, 1978.

Section 15.05.100 Amendment to Section R301.2.4.

Section R301.2.4 is amended to read as follows:

Section R301.2.4 Floodplain Construction. Buildings and structures constructed in whole or in part in flood hazard areas as established in

Table R301.2, and substantial improvement and repair of substantial damage of buildings and structures located in whole or in part in flood hazard areas, shall be designed and constructed in accordance with Chapter 15.50, Floodplain Management, and Section R306. Buildings and structures that are located in more than one flood hazard area, including A Zones, Coastal A Zones and V Zones, shall comply with the provisions associated with the most restrictive flood hazard area. Buildings and structures located in whole or in part in identified floodways shall be designed and constructed in accordance with ASCE 24.

R301.2.4.1 Alternate Provisions. As an alternate to the requirements in Section R306 and Chapter 15.50, Floodplain Management, ASCE 24 is permitted subject to the limitations of this code and the limitations therein.

Section 15.05.110 Amendment to Section R317.3.

Section R317.3 is amended to read as follows:

Section R317.3 Flood Hazard Areas. Garages and carports located in flood hazard areas as established by Table R301.2, shall be constructed in accordance with Section 306R306 and Chapter 15.50, Floodplain Management.

Section 15.05.120 Reserved.

Section 15.05.130 Reserved.

Section 15.05.140 Reserved.

Section 15.05.150 Reserved.

Section 15.05.160 Reserved.

Section 15.05.170 Reserved.

Section 15.05.180 Deletion of Section R309.

Section 15.05.180 is amended to read as follows:

Section R309 is deleted in its entirety and replaced by California Building Code Section 903.2.8 as amended in Section 15.04.090.

Section 15.05.190 Amendment to Section R308.1.

Section R308.1 is amended to read as follows:

Section R308.1 Address Identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property, and alley if adjacent to the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than four (4) inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section 15.05.200 Amendment to Section R306 with the Addition of Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

Section 15.05.200 is amended to read as follows:

Section R306 is amended to include Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

Section 15.05.210 Reserved.

Section 15.05.220 Reserved.

Section 15.05.230 Addition of Section R341.

Section R341 is added to read as follows:

SECTION R341 - SOUND TRANSMISSION

R341.1 General. Wall and floor-ceiling assemblies separating dwelling units including those separating adjacent townhouse units shall provide air-borne sound insulation for walls and both air-borne and impact sound insulation for floor-ceiling assemblies per Section 1206 of the 2025 California Building Code, Title 24, Part 2.

Section 15.05.240 Amendment to Section R401.4.

Section 15.05.240 is amended to read as follows:

Section R401.4 is deleted in its entirety and replaced by California Building Code Section 1803 Geotechnical Investigations.

Section 15.05.250 Reserved.

Section 15.05.260 Amendment to Section R405.1.

Section R405.1 is amended by adding Exceptions to read as follows:

Exceptions:

1. A drainage system is not required when the foundation is installed on well- drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I Soils, as detailed in Table R405.1.
2. A foundation drainage system is not permitted for basement walls extending below high tide of the Newport Bay water elevation.

Section 15.05.270 Reserved.

Section 15.05.280 Reserved.

Section 15.05.290 Amendment to Section R902.

Section 15.05.290 is amended to read as follows:

Section R902 is deleted in its entirety and replaced by California Building Code Section 1505 as amended in Newport Beach Municipal Code Sections 15.04.110 through 15.04.120.

Section 5: Chapter 15.06 (Electrical Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.06
ELECTRICAL
CODE**

Sections:

- 15.06.010 Adoption of the California Electrical Code.
- 15.06.020 Reserved.
- 15.06.030 Reserved.
- 15.06.040 Amendment to Article 358.10(A).
- 15.06.050 Amendment to Article 358.10(B).

Section 15.06.010 Adoption of the California Electrical Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Electrical Code based on the 2023 National Electrical Code, as published by the National Fire Protection Association.

The various parts of this code shall constitute and be known as the "Newport Beach Electrical Code." A copy of the 2025 California Electrical Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.06.020 Reserved.

Section 15.06.030 Reserved.

Section 15.06.040 Amendment to Article 358.10(A).

Article 358.10(A) is amended to read as follows:

- (A) **Exposed and Concealed.** The use of EMT shall be permitted for concealed work only.

Section 15.06.050 Amendment to Article 358.10(B)

Article 358.10(B)(1) and (B)(2) are amended to read as follows:

- (B) **Corrosive Environments.**
 - (1) **Galvanized Steel and Stainless Steel EMT, Elbows, and Fittings.** Galvanized steel, stainless steel, and red brass EMT elbows, couplings, and fittings shall be permitted to be installed in concrete, or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for

the condition.

- (2) **Supplementary Protection of Aluminum EMT.** Aluminum EMT shall be provided with approved supplementary corrosion protection where encased in concrete.

Section 6: Chapter 15.07 (Mechanical Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.07
MECHANICAL CODE**

Sections:

- 15.07.010 Adoption of California Mechanical Code.
- 15.07.020 Addition of Section 103.5.
- 15.07.030 Amendment of Section 107.1.

Section 15.07.010 Adoption of California Mechanical Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Mechanical Code, based on the 2024 Uniform Mechanical Code, by the International Association of Plumbing and Mechanical Officials.

The various parts of this code shall constitute and be known as the "Newport Beach Mechanical Code." A copy of the 2025 California Mechanical Code printed in code book form shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.07.020 Addition of Section 103.5.

Section 103.5 is added to read as follows:

Section 103.5 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen

health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Building Division.

Section 15.07.030 Amendment of Section 107.1.

Section 107.1 is amended in its entirety to read as follows:

Section 107.1 Appeals. Appeals of the Building Official decision shall be pursuant to Newport Beach Municipal Code Chapter 15.80, Building and Fire Board of Appeals.

Section 7: Chapter 15.08 (Plumbing Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.08
PLUMBING
CODE**

Sections:

- 15.08.010 Adoption of California Plumbing Code.
- 15.08.020 Addition of Section 103.5.
- 15.08.030 Amendment of Section 107.1.

Section 15.08.010 Adoption of California Plumbing Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Plumbing Code, including Appendix Chapters A and C, based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials.

The various parts of this code shall constitute and be known as the "Newport Beach Plumbing Code." A copy of the 2025 California Plumbing Code, including Appendix Chapter A and C, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.08.020 Addition of Section 103.5.

Section 103.5 is added to read as follows:

Section 103.5 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Building Division.

Section 15.08.030 Amendment of Section 107.1.

Section 107.1 is amended in its entirety to read as follows:

Section 107.1 Appeals. Appeals of the Building Official decision shall be pursuant to Newport Beach Municipal Code Chapter 15.80, Building and Fire Board of Appeals.

Section 8: Chapter 15.09 (International Swimming Pool and Spa Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.09
INTERNATIONAL SWIMMING POOL AND SPA CODE**

Sections:

| | |
|-----------|--|
| 15.09.010 | Adoption of the International Pool and Spa Code. |
| 15.09.020 | Amendment to Section 101.1. |
| 15.09.030 | Amendment to Section 101.2. |
| 15.09.040 | Deletion of Sections 102 through 114. |
| 15.09.050 | Amendment to Section 201.3. |
| 15.09.060 | Amendment and Addition to Section 202. |
| 15.09.070 | Amendment to Section 301. |
| 15.09.080 | Amendment to Section 302.1. |
| 15.09.090 | Amendment to Section 302.2. |
| 15.09.100 | Amendment to Section 302.5. |
| 15.09.110 | Amendment to Section 302.6. |
| 15.09.120 | Amendment to Section 303.1. |
| 15.09.130 | Deletion of Sections 303.1.1 through 303.3. |

| | |
|-----------|--|
| 15.09.140 | Deletion and Replacement of Section 304.2. |
| 15.09.150 | Amendment to Section 305.1. |
| 15.09.160 | Rename and Amendment to Section 305.2. |
| 15.09.170 | Amendment to Section 305.2.1 Item 1. |
| 15.09.180 | Deletion and rename Section 305.2.4.1. |
| 15.09.190 | Deletion and rename Section 305.2.5. |
| 15.09.200 | Amendment to Section 305.3.3 |
| 15.09.210 | Amendment to Section 305.4. |
| 15.09.220 | Amendment to Section 305.5 Items 1 and 2. |
| 15.09.230 | Amendment to Section 306.1. |
| 15.09.240 | Amendment to Section 306.4. |
| 15.09.250 | Amendment to Table 306.5. |
| 15.09.260 | Amendment to Section 306.9.1. |
| 15.09.270 | Amendment to Section 307.1.1. |
| 15.09.280 | Amendment to Section 307.1.4. |
| 15.09.290 | Amendment to Section 307.1.5. |
| 15.09.300 | Amendment to Section 307.2.2. |
| 15.09.305 | Amendment to Section 311.1 Exception #2. |
| 15.09.310 | Amendment to Section 317.4. |
| 15.09.320 | Amendment to Section 317.6.1. |
| 15.09.330 | Amendment to Section 319.2. |
| 15.09.340 | Amendment to Section 321.1. |
| 15.09.350 | Deletion of Sections 321.2 and 321.3. |
| 15.09.360 | Amendment to Section 322. |
| 15.09.370 | Deletion and rename Chapter 4. |
| 15.09.380 | Deletion and rename Chapter 5. |
| 15.09.390 | Deletion and rename Chapter 6. |
| 15.09.400 | Amendment to Section 703.1. |
| 15.09.410 | Amendment to Section 802.1. |
| 15.09.420 | Amendment to Section 802.2. |
| 15.09.430 | Amendment to Section 901.2. |
| 15.09.440 | Add Section 903. |
| 15.09.450 | Add Section 904. |
| 15.09.460 | Add Section 905. |
| 15.09.470 | Add Section 906. |
| 15.09.480 | Add Section 907. |

Section 15.09.010 Adoption of the International Swimming Pool and Spa Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2024 Edition of the International Swimming Pool and Spa Code and all

national codes and standards referenced therein as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments, and deletions adopted in this section, shall constitute and be known as the “Newport Beach Residential Swimming Pool and Spa Code.” A copy of the 2024 International Swimming Pool and Spa Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.09.020 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. These provisions shall be known as the Residential Swimming Pool and Spa Code of Newport Beach and shall be cited as such and will be referenced to herein as “this code.”

Section 15.09.030 Amendment to Section 101.2.

Section 101.2 is amended to read as follows:

Section 101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of residential pools and spas. The pools and spas covered by this code are either permanent or temporary and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading.

Section 15.09.040 Deletion of Sections 102 through 114.

Section 15.09.040 is amended to read as follows:

Sections 102 through 114 are Deleted in their Entirety. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Newport Beach Municipal Code under Chapter 15.02, Administrative Code.

Section 15.09.050 Amendment to Section 201.3.

Section 201.3 is amended to read as follows:

Section 201.3 Terms Defined in other Codes. Where terms are not defined in this code and are defined in the California Building Code, California Energy Code, California Fire Code, California Mechanical Code, California Plumbing Code or California Residential Code, such terms shall have the meanings ascribed to them as in those codes.

Section 15.09.060 Amendment and Addition to Section 202.

Section 202 RESIDENTIAL SWIMMING POOL and PUBLIC SWIMMING POOL definitions are amended to add PRIVATE POOL and SWIMMING POOL OR SPA definitions to read as follows:

RESIDENTIAL SWIMMING POOL (RESIDENTIAL POOL). Any constructed pool, permanent or portable, that is intended for noncommercial use as a swimming pool by not more than three owner families and their guest.

PUBLIC SWIMMING POOL (PUBLIC POOL). A pool, other than a private pool.

PRIVATE POOL. See Residential Pool.

SWIMMING POOL OR SPA. Any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches deep. "Swimming pool" includes in- ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.

Section 15.09.070 Amendment to Section 301.

Section 301 is amended to read as follows:

Section 301.1 Scope. The provisions of this chapter shall govern the general design and construction of residential pools and spas and related piping, equipment, and materials. Provisions that are unique to a specific type of residential pool or spa are located in Chapters 7 through 10.

Section 301.1.1 Application of Chapters 7 through 10. Where difference occur between the provisions of this chapter and the provisions

of Chapters 7 through 10, the provisions of Chapters 7 through 10 shall apply.

Section 301.1.2 Conflicts. In the event of a conflict between the provisions of the Swimming Pool Safety Act, this code, the Newport Beach, or the Newport Beach Residential Code, the Building Official shall implement the most restrictive measures cited.

Section 15.09.080 Amendment to Section 302.1.

Section 302.1 is amended to read as follows:

Section 302.1 Electrical. Electrical requirements shall comply with California Electrical Code.

Section 15.09.090 Amendment to Section 302.2.

Section 302.2 is amended to read as follows:

Section 302.2 Water Service and Drainage. Piping and fittings used for water service, makeup and drainage piping for pools and spas shall comply with the California Plumbing Code. Fittings shall be approved for installation with the piping installed.

Section 15.09.100 Amendment to Section 302.5.

Section 302.5 is amended to read as follows:

Section 302.5 Backflow Protection. Water supplies for pools and spas shall be protected against backflow in accordance with the California Plumbing Code.

Section 15.09.110 Amendment to Section 302.6.

Section 302.6 is amended to read as follows:

Section 302.6 Wastewater Discharge. Where wastewater from pools or spas, such as backwash water from filters discharge to a building drainage system, the connection shall be through an air gap in accordance with the California Plumbing Code.

Section 15.09.120 Amendment to Section 303.1.

Section 303.1 is amended to read as follows:

Section 303.1 Energy Consumption of Pools and Permanent Spas.
The energy consumption of pools and permanent spas shall comply with the California Energy Code.

Section 15.09.130 Deletion of Sections 303.1.1 through 303.3.

Section 15.09.130 is amended to read as follows:

Sections 303.1.1 through 303.3 are deleted in their entirety.

Section 15.09.140 Deletion and Replacement of Section 304.2.

Section 304.2 is deleted in its entirety and replaced as follows:

Section 304.2 Floodplain Construction. Pools and spas constructed in special flood hazard areas shall comply with the City of Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

Section 15.09.150 Amendment to Section 305.1.

Section 305.1 is amended to read as follows:

Section 305.1 General. The provisions of this section shall apply to the design of barriers for restricting the public from entry into areas having pools and spas.

Section 15.09.160 Rename and Amendment to Section 305.2.

Section 305.2 is renamed and amended to read as follows:

Section 305.2 Swimming Pools and Spas. Pools and spas shall be surrounded by a permanent barrier that complies with Sections 305.2.1 through the end of Section 305. In addition, two drowning prevention safety features are required and must comply with Section 3109.2 of the California Building Code.

Section 15.09.170 Amendment to Section 305.2.1 Item 1.

Section 305.2.1 Item 1 is amended to read as follows:

1. The top of the barrier shall be not less than sixty (60) inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of three (3) feet measured horizontally from the outside of the required barrier.

Section 15.09.180 Deletion and rename Section 305.2.4.1.

Section 305.2.4.1 is deleted in its entirety and renamed to read as follows:

Section 305.2.4.1 Reserved.

Section 15.09.190 Deletion and rename Section 305.2.5

Section 305.2.5 Reserved.

Section 15.09.200 Amendment to Section 305.3.3.

Section 305.3.3 is amended to read as follows:

Section 305.3.3 Latch Release. Where the door or gate latch release mechanism of the self-latching device is located less than sixty (60) inches from grade, the release mechanism shall be located on the pool or spa side of the gate not less than three (3) inches below the top of the gate, and the gate and barrier shall not have openings greater than 1/2 inch within eighteen (18) inches of the release mechanism.

Section 15.09.210 Amendment to Section 305.4.

Section 305.4 is amended to read as follows:

Where a wall of a dwelling or structure serves as part of the barrier and where doors, gates or windows provide direct access to the pool or spa through that wall, one of the following shall be required. Any of the items listed below may be counted as one of the required drowning prevention safety features, provided they comply with Section 3109.2 of the California Building Code.

Section 15.09.220 Amendment to Section 305.5 Items 1 and 2.

Section 305.5 Items 1 and 2 are amended to read as follows:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than sixty (60) inches above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 305.2 and the pool manufacturer allows the wall to serve as a barrier.
2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than sixty (60) inches above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 305.2.

Section 15.09.230 Amendment to Section 306.1.

Section 306.1 is amended to read as follows:

Section 306.1 General. The structural design and installation of decks around pools and spas shall be in accordance with the California Residential Code or the California Building Code and this section.

Section 15.09.240 Amendment to Section 306.4.

Section 306.4 is amended to read as follows:

Section 306.4 Deck Steps Handrail Required. Pool and spa deck steps having three or more risers shall be provided with a handrail.

Section 15.09.250 Amendment to Table 306.5.

Table 306.5 is amended to read as follows:

TABLE 306.5
MINIMUM DRAINAGE SLOPES FOR DECK SURFACES

| SURFACE | MINIMUM DRAINAGE SLOPE (INCH PER FOOT) |
|--|---|
| Carpet | $\frac{1}{8}$ |
| Exposed aggregate | $\frac{1}{4}$ |
| Textured, hand-finished concrete | $\frac{1}{8}$ |
| Travertine/brick-set pavers, public pools or spas | $\frac{3}{8}$ |
| Travertine/brick-set pavers, residential pools or spas | $\frac{1}{8}$ |
| Wood | $\frac{1}{8}$ |
| Wood/plastic composite | $\frac{1}{8}$ |

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Section 15.09.260 Amendment to Section 306.9.1.

Section 306.9.1 is amended to read as follows:

Section 306.9.1 Hose Bibbs. Hose bibbs shall be provided for rinsing down the entire deck and shall be installed in accordance with the California Plumbing Code.

Section 15.09.270 Amendment to Section 307.1.1.

Section 307.1.1 is amended to read as follows:

Section 307.1.1 Glazing in Hazardous Locations. Hazardous locations for glazing shall be as defined in the California Building Code or the California Residential Code, as applicable. Where glazing is determined to be in a hazardous location, the requirements for the glazing shall be in accordance with those codes, as applicable.

Section 15.09.280 Amendment to Section 307.1.4.

Section 307.1.4 is amended to read as follows:

Section 307.1.4 Roofs or Canopies. Roofs or canopies over pools and spas shall be in accordance with the California Building Code or California Residential Code, as applicable, and shall be constructed so as to prevent water runoff into the pool or spa.

Section 15.09.290 Amendment to Section 307.1.5.

Section 307.1.5 is amended to read as follows:

Section 307.1.5 Accessibility. An accessible route to pools and spas of new common use areas serving covered multi-family dwellings shall be provided in accordance with the Chapter 11A of California Building Code. Accessibility within pools and spas shall be provided as required by Chapter 11A of California Building Code.

Section 15.09.300 Amendment to Section 307.2.2.

Section 307.2.2 is amended to read as follows:

Section 307.2.2 Materials and Structural Design. Pools and spas shall conform to one or more of the standards indicated in Table 307.2.2. The structural design of pools and spas shall be in accordance with the California Building Code or the California Residential Code.

Section 15.09.305 Amendment to Section 311.1 Exception #2.

Section 311.1 Exception #2 is amended to read as follows:

2. Wading pools shall not have suction outlets. Skimmers or overflow gutter shall be installed and shall accommodate one hundred (100) percent of the circulations system flow rate.

Section 15.09.310 Amendment to Section 317.4.

Section 317.4 is amended to read as follows:

Section 317.4 Installation. Heaters shall be installed in accordance with the manufacturer's specifications and the California Plumbing Code, California Mechanical Code, California Energy Code, California Electrical Code, as applicable. Solar thermal water heaters shall be installed in accordance with Section 316.6.

Section 15.09.320 Amendment to Section 317.6.1.

Section 317.6.1 is amended to read as follows:

Section 317.6.1 Installation. Solar thermal water heaters shall be installed in accordance with the California Mechanical Code.

Section 15.09.330 Amendment to Section 319.2.

Section 319.2 is amended to read as follows:

Section 319.2 Protection of Potable Water Supply. Potable water supply systems shall be designed, installed and maintained so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross-connections or other piping connections to the system. Means of protection against backflow in the potable water supply shall be provided through an air gap complying with ASME A112.1.2 or by a backflow prevention assembly in accordance with the California Plumbing Code.

Section 15.09.340 Amendment to Section 321.1.

Section 321.1 is amended to read as follows:

Section 321.1 Backwash Water or Draining Water. Wastewater from any filter, scum filter, scum gutter, overflow, pool emptying line, or similar apparatus shall discharge into an approved type of receptor and subsequently into a public sewer. The flood level rim of such receptor shall be at least six (6) inches above the Design Flood Elevation indicated in the Flood Insurance Rate Map as printed by the Federal Emergency Management Agency's Flood Insurance Rate Map. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.

Section 15.09.350 Deletion of Sections 321.2 and 321.3.

Section 15.09.350 is amended to read as follows:

Sections 321.2 and 321.3 are deleted in their entirety.

Section 15.09.360 Amendment to Section 322.

Section 322 is deleted in its entirety and replace with the following:

Section 322.1 General. The provision of Section 322.2 shall apply to lighting for residential pools and spas.

Section 322.2 Residential Pool and Deck Illumination. Where lighting is installed for, and in, residential pools and permanent residential spas, such lighting shall be installed in accordance with California Electrical Code.

Section 15.09.370 Deletion and Rename of Chapter 4.

Chapter 4 is deleted in its entirety and renamed to read as follows:

Chapter 4 Reserved.

Section 15.09.380 Deletion and Rename of Chapter 5.

Chapter 5 is deleted in its entirety and renamed to read as follows:

Chapter 5 Reserved.

Section 15.09.390 Deletion and Rename of Chapter 6.

Chapter 6 is deleted in its entirety and renamed to read as follows:

Chapter 6 Reserved.

Section 15.09.400 Amendment to Section 703.1.

Section 703.1 is amended to read as follows:

Section 703.1 General. Decks provided by the pool manufacturer shall be installed in accordance with the manufacturer's instructions. Decks fabricated on-site shall be in accordance with the California Residential Code.

Section 15.09.410 Amendment to Section 802.1.

Section 802.1 is amended to read as follows:

Section 802.1 Materials of Components and Accessories. The materials of components and accessories used for permanent inground residential swimming pools shall be suitable for the environment in which they are installed. The materials shall be capable of fulfilling the design, installation and the intended use requirements in the California

Residential Code.

Section 15.09.420 Amendment to Section 802.2.

Section 802.2 is amended to read as follows:

Section 802.2 Structural Design. The structural design and materials shall be in accordance with the California Building Code.

Section 15.09.430 Amendment to Section 901.2.

Section 901.2 is amended to read as follows:

Section 901.2 General. In addition to the requirements of this chapter, residential spas and residential exercise spas shall comply with the requirements of Chapter 3.

Section 15.09.440 Add Section 903.

Section 903 is added as follows:

Section 903 MATERIALS.

903.1 Pumps and Motors. Pumps and motors shall be listed and labeled for use in spas.

Section 15.09.450 Add Section 904.

Section 904 is added as follows:

Section 904 STRUCTURE AND DESIGN

904.1 Water Depth. The maximum water depth for spas shall be four (4) feet measured from the design waterline. The water depth for exercise spas shall not exceed six (6) feet, six (6) inches measured from the design waterline.

904.2 Multilevel Seating. Where multilevel seating is provided, the maximum water depth of any seat or sitting bench shall be twenty (28) inches measured from the design waterline to the lowest measurable point.

904.3 Floor Slope. The slope of the floor shall not exceed one (1) unit vertical in twelve (12) units horizontal (8.3-percent slope). Where multilevel floors are provided, the change in depth shall be indicated.

Section 15.09.460 Add Section 905.

Section 905 is added as follows:

Section 905 RETURN AND SUCTION FITTINGS

905.1 Return Fittings. Return fittings shall be provided and arranged to facilitate a uniform circulation of water and maintain a uniform sanitizer residual throughout the entire spa or exercise spa.

905.2 Suction Fittings. Suction fittings shall be in accordance with Sections 905.2.1 through 905.2.4.

905.2.1 Testing and Certification. Suction fittings shall be listed and labeled in accordance with APSP 16.

905.2.2 Installation. Suction fittings shall be sized and installed in accordance with the manufacturer's specifications. Spas and exercise spas shall not be used or operated if the suction outlet cover is missing, damaged, broken or loose.

905.2.3 Outlets Per Pump. Suction fittings shall be provided in accordance with Section 310.

905.2.4 Submerged Vacuum Fittings. Submerged vacuum fittings shall be in accordance with Section 310.

Section 15.09.470 Add Section 906.

Section 906 is added as follows:

Section 906 HEATER AND TEMPERATURE REQUIREMENTS

906.1 General. This section pertains to fuel-fired and electric appliances used for heating spa or exercise spa water.

906.2 Water Temperature Controls. Components provided for water temperature controls shall be suitable for the intended application.

906.2.1 Water Temperature Regulating Controls. Water temperature regulating controls shall comply with UL 873 or UL 372. A means shall be provided to indicate the water temperature in the spa.

Exception: Water temperature regulating controls that are integral to the heating appliance and listed in accordance with the applicable end use appliance standard.

906.2.2 Water Temperature Limiting Controls. Water temperature limiting controls shall comply with UL 873 or UL 372. Water temperature at the heater return outlet shall not exceed 140°F (60°C).

Section 15.09.480 Add Section 907.

Section 907 is added as follows:

Section 907 WATER SUPPLY

907.1 Water Temperature. The temperature of the incoming makeup water shall not exceed 104°F (40°C).

Section 9: Chapter 15.11 (Green Building Standards Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

**Chapter 15.11
GREEN BUILDING STANDARDS CODE**

Section:

15.11.010 Adoption of the California Green Standards.

Section 15.11.010 Adoption of the California Green Standards Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Green Building Standards Code.

The various parts of this code, along with the amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Green Standards Code." A copy of the 2025 California Green Standards Code shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 10: Chapter 15.13 (Historical Building Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

**Chapter 15.13 HISTORICAL
BUILDING CODE**

Section:

15.13.010 Adoption of the California Historical Building Code.

Section 15.13.010 Adoption of the California Historical Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Historical Building Code, 24 CCR Part 8 and all national codes and standards referenced therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the "Newport Beach Historical Building Code." A copy of the 2025 California Historical Building Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 11: Chapter 15.14 (Existing Building Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

**Chapter 15.14
EXISTING BUILDING CODE**

Section:

15.14.010 Adoption of California Existing Building Code.

Section 15.14.010 Adoption of the California Existing Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Existing Building Code, 14 CCR Part 10, Appendix A, Chapters A-1, A-2 and A-3, and all national codes and standards referenced

therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the "Newport Beach Existing Building Code." A copy of the 2025 California Existing Building Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 12: Chapter 15.17 (Energy Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

**Chapter 15.17
ENERGY CODE**

Section:

15.17.010 Adoption of the California Energy Code.

Section 15.17.010 Adoption of the California Energy Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Energy Code, 24 CCR and all national codes and standards referenced therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the "Newport Beach Energy Code." A copy of the 2025 California Energy Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 13: Portions of Chapter 15.50 (Floodplain Management) of the Newport Beach Municipal Code are amended as follows:

Section 15.50.050 Amendment to Section 15.50.050 Definitions.

Section 15.50.050 is hereby amended to modify the following definition:

"Substantial Improvement" Any one or more or any combination of repair reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds fifty (50) percent of the market value of the structure before the improvement or repair is started. For

each building or structure, the ten (10) year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 31, 2025. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by a Code Enforcement Officer and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure; provided that the alteration will not preclude the structure's continued designation as a historic structure.

Section 15.50.130 Amendment to 15.50.130 Designation of the Floodplain Administrator.

Section 15.50.130 is amended to read as follows:

The City Manager or their designated representative is hereby appointed to administer, implement and enforce this chapter by granting or denying development permit applications in accordance with its provisions. The Floodplain Administrator shall also:

- A. Take action to remedy violations of this chapter;
- B. Complete and submit a biennial report to Federal Emergency Management Agency; and
- C. Assure the community's General Plan is consistent with floodplain management objectives.

Section 15.50.135 Amendment to 15.50.135 Permit Review.

Section 15.50.135 is amended to read as follows:

The Floodplain Administrator or their designated representative shall review all development permits to determine:

- A. Permit requirements of this chapter have been satisfied, including

determination of substantial improvement and substantial damage of existing structures;

- B. All other required state and federal permits have been obtained;
- C. The site is reasonably safe from flooding;
- D. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point; and
- E. All Letters of Map Revisions for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision. Approved Conditional Letters of Map Revision allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Section 15.50.140 Amendment to 15.50.140 Review, Use of Other Base Flood Data.

Section 15.50.140 is amended to read as follows:

When base flood elevation data has not been provided in accordance with Section 15.50.070, the Floodplain Administrator, or their designated representative, shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections 15.50.200 through 15.50.250.

Section 15.50.145 Amendment to 15.50.145 Development of Substantial Improvement and Substantial Damage Procedures.

Section 15.50.145 is amended to read as follows:

The Floodplain Administrator shall:

- A. Answer to questions about substantially damaged buildings, develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage to include

defining “current value of the structure.”

- B. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

Section 15.50.160 Amendment to 15.50.160 Notification of Other Agencies.

Section 15.50.160 is amended to read as follows:

- A. Alteration or Relocation of a Watercourse. The Floodplain Administrator or their designated representative shall:
 - 1. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - 2. Submit evidence of such notification to the Federal Emergency Management Agency;
 - 3. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
- B. Base Flood Elevation Changes Due to Physical Alterations. The Floodplain Administrator or their designated representative shall:
 - 1. Within six months of information becoming available or project completion, whichever comes first, submit or assure that the permit applicant submits technical or scientific data to Federal Emergency Management Agency for a Letter of Map Revision (“LOMR”).
 - 2. Verify all LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision (“CLOMRs”). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.
- C. Changes in Corporate Boundaries. The Floodplain Administrator or their designated representative shall notify Federal Emergency Management Agency in writing whenever the corporate boundaries

have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

Section 15.50.180 Amendment to 15.50.180 Appeals and Variance Procedure.

Section 15.50.180 is amended to read as follows:

- A. The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator, in the enforcement or administration of this chapter.
- B. The Planning Commission shall review and decide requests for variances. In ruling on such applications, the Planning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger to life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and future owners of the property;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity to the facility of a waterfront location, where applicable;
 - 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 - 7. The compatibility of the proposed use with existing and anticipated development;
 - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - 9. The safety of access to the property in times of flood for ordinary

and emergency vehicles;

10. The expected heights, velocity duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electric, water systems, and streets and bridges.

C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing all items in this chapter have been fully considered. As lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

D. Upon consideration of the factors set forth in Section 15.50.190 and the purposes of this chapter, the Planning Commission may attach conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

E. Those aggrieved by the decision of the Planning Commission may appeal such decision to the City Council as provided in Title 20. A member of the City Council may call for review any decision of the Planning Commission under this chapter as provided in Title 20.

F. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency in the biennial report.

Section 15.50.220 Amendment to 15.50.220 Standards for Development and Subdivisions.

Section 15.50.220 is amended to read as follows:

A. All preliminary development and subdivision proposals shall identify the flood hazard area and elevation of the base flood.

- B. All final development and subdivision plans will provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.
- C. All development and subdivision proposals shall be consistent with the need to minimize flood damage.
- D. All development and subdivision proposals shall have public utilities and facilities such as sewer, gas, electric and water systems located and constructed to minimize flood damage.
- E. All development and subdivisions shall provide adequate drainage to reduce exposure to flood hazards.
- F. A development permit shall be obtained before any construction begins on a development or a subdivision, including manufactured homes, within any area of special flood hazards established in Section 15.50.070. Application for a development permit shall be made on forms furnished by the City Manager or their designated representative and shall include but not be limited to: plans in duplicate, drawn to scale showing: the location, dimensions, and elevations of each existing or proposed structure within the development or subdivision; existing and proposed grades, and drainage facilities. Specifically, the following information is required:
 - 1. Proposed locations of water supply, sanitary sewer, and other utilities;
 - 2. Location of the regulatory floodway when applicable;
 - 3. Base flood elevation information as specified in Section 15.50.070;
 - 4. Proposed elevation, in relation to North American Vertical Datum of 1988 ("NAVD"), as determined by a licensed land surveyor or registered civil engineer, of the lowest floor (including basement) of all structures;
 - 5. Proposed elevation, in relation to NAVD, of the lowest floor

(including basement) of all structures;

6. Proposed elevation, in relation to NAVD, to which any nonresidential structure will be flood-proofed, as required under Section 15.50.200(C)(2) and detailed in Federal Emergency Management Agency Technical Bulletin TB 3-93, which Bulletin is incorporated herein by this reference as though fully set forth;
7. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 15.50.200(C)(2)(c);
8. All appropriate certifications listed in Section 15.50.150;
9. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
10. Plans for any walls to be used to enclose space below the base flood level; and
11. Provide certification that all necessary permits have been obtained from Federal, State, and local governmental agencies from which prior approval is required.

NOTE: It is the developer's responsibility to obtain these approvals.

G. The Floodplain Administrator shall:

1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
2. Review the developer's certification that all other required State and Federal permits have been obtained;
3. Review all development permits to determine that the proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated;
4. Review all development permits in the coastal high hazard area of the area of special flood hazard to determine if the proposed

development alters sand dunes so as to increase potential flood damage;

5. Review all development permits to determine whether proposed building sites will be reasonably safe from flooding; and
6. Take action to remedy violations of this chapter.

Section 14: Except as expressly modified herein, all other provisions, terms and sections set forth in Title 15 shall remain unchanged and shall be in full force and effect.

Section 15: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 16: 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. In the event that any part of this ordinance is found to be invalid or unconstitutional, the affected section, subsection, sentence, clause or phrase shall revert to the version that was in effect immediately prior to the adoption of this ordinance.

Section 17: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060 (c)(2), 15060 (c)(3), and 15378 of the California Code of Regulations Title 14, Division 6, Chapter 3 ("State CEQA Guidelines") because the ordinance will not result in a reasonably foreseeable physical change to the environment. The proposed action is also exempt from the CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This ordinance itself does not authorize development that would directly result in physical change to the environment.

Section 18: 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 19: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance and the City Clerk shall cause the same to be published pursuant to City Charter Section 414 and California Government Code Section 50022.1 et seq. This ordinance shall take effect on January 1, 2026, pursuant to California Health and Safety Code Sections 17958 and 18941.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 9th day of September 2025, and adopted on the 23rd day of September 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____


ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp, City Attorney

Attachment C

Redline Version California Building Standards Code Amendments

Section 1: Chapter 15.02 (Administrative Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

~~Chapter 15.02~~
~~ADMINISTRATIVE CODE~~

~~Sections:~~

~~15.02.010 Adoption of the Administrative Code.~~
~~15.02.020 Amendment to Section 101.1.~~
~~15.02.030 Amendment to Section 101.4.3.~~
~~15.02.040 Amendment to Section 101.4.4.~~
~~15.02.050 Amendment to Section 102.6.~~
~~15.02.060 Addition of Section 102.7.~~
~~15.02.070 Amendment to Section 103.1.~~
~~15.02.080 Amendment to Section 105.2.~~
~~15.02.085 Addition of Section 105.3.1.1.~~
~~15.02.090 Amendment to Section 105.3.2.~~
~~15.02.095 Addition of Sections 105.3.3, 105.3.4, and 105.3.5.~~
~~15.02.100 Amendment to Section 105.5.~~
~~15.02.110 Amendment to Section 109.4.~~
~~15.02.120 Addition of Section 117.~~

Chapter 15.02
ADMINISTRATIVE CODE

Sections:

| | |
|------------------|--|
| <u>15.02.010</u> | <u>Adoption of the Administrative Code.</u> |
| <u>15.02.020</u> | <u>Amendment to Section 101.1.</u> |
| <u>15.02.030</u> | <u>Reserved.</u> |
| <u>15.02.040</u> | <u>Amendment to Section 101.4.4.</u> |
| <u>15.02.050</u> | <u>Amendment to Section 102.6.</u> |
| <u>15.02.060</u> | <u>Addition of Section 102.7.</u> |
| <u>15.02.070</u> | <u>Amendment to Section 103.1.</u> |
| <u>15.02.080</u> | <u>Amendment to Section 105.2.</u> |
| <u>15.02.085</u> | <u>Addition of Section 105.3.1.1.</u> |
| <u>15.02.090</u> | <u>Amendment to Section 105.3.2.</u> |
| <u>15.02.095</u> | <u>Addition of Sections 105.3.3, 105.3.4, and 105.3.5.</u> |
| <u>15.02.100</u> | <u>Amendment to Section 105.5.</u> |
| <u>15.02.110</u> | <u>Amendment to Section 109.4.</u> |
| <u>15.02.120</u> | <u>Addition of Section 117.</u> |

Section 15.02.010 Adoption of the Administrative Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section Chapter 1, Division II of the ~~2022~~2025 Edition of the California Building Code as published by the International Code Council.

The various parts of this chapter, including additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Administrative Code." A copy of the ~~2022~~2025 California Building Code printed in code book form shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.02.020 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Newport Beach Administrative Code, hereinafter referred to as "this code."

Section 15.02.030 ~~Amendment to Section 101.4.3~~Reserved.

~~Section 101.4.3 is amended to read as follows:~~

~~**Section 101.4.3 Plumbing.** The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.~~

Section 15.02.040 Amendment to Section 101.4.4.

Section 101.4.4 is amended to read as follows:

Section 101.4.4 Property ~~maintenance~~Maintenance. The provisions of the ~~2021~~2024 International Property Maintenance Code shall be adopted as the Newport Beach Property Maintenance Code and shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 15.02.050 Amendment to Section 102.6.

Section 102.6 is amended to read as follows:

Section 102.6 Existing ~~structures~~Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the California Existing Building Code, the International Property Maintenance Code, California Building Code, the California Residential Code, or the California Fire Code, or as deemed necessary by the ~~Chief~~ Building Official.

Section 15.02.060 ~~Added~~Addition of Section 102.7.

Section 102.7 is added to read as follows:

Section 102.7 Remodel or ~~renovation~~Renovation. If the valuation of the permit for the remodel or renovation of a building is equal to or exceeds fifty (50) percent of the market value of such building, then the entire building shall comply with the Code provisions for new construction.

Exceptions:

1. This provision does not apply for permit valuations less than \$~~320,700~~;350,000.
- ~~2. 2.~~ The ~~Chief~~ Building Official is authorized to accept less than the requirements for new construction if substantial conformance to the requirements is found and the protection of life and property are maintained.
3. This provision shall not apply to projects that meet the criteria set forth in Newport Beach Municipal Code Section 20.38.060(A)(3) and are not located in a Special Flood Hazard Area per the latest revision of the Federal Insurance Rate Map.

Section 15.02.070 Amendment to Section 103.1.

Section 103.1 is amended to read as follows:

Section 103.1 Creation of ~~enforcement agency.~~ Enforcement Agency. The Building Division is hereby created and the official in charge

thereof shall be known as the ~~Chief~~ Building Official.- The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 15.02.080 Amendment to Section 105.2.

Subsection 2 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

- ~~2.~~ 2. Masonry or concrete fences not over 3.5 feet (~~4066~~1,066.8 mm) high above lowest adjacent grade and not within 3 feet of the property line, and all other fences not over 6 feet (1,828.8 mm) in height above lowest adjacent grade except when used as a pool barrier.

Subsection 9 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

9. Prefabricated swimming pools or hot tubs spas accessory to a Group R-3 occupancy, or water features, containing less than 18 inches of water depth, do not exceed 5,000 gallons and are installed entirely above ground; unless otherwise required by other provisions of the code.

Section 15.02.085 Addition of Section 105.3.1.1.

Section 105.3.1.1 is added as follows:

Section 105.3.1.1 Construction and Demolition permits-Waste Permits. Prior to issuance of a building permit for construction having a valuation over \$100,000 or a demolition permit for complete demolition of a structure, the permittee shall certify that a City franchised solid waste ~~enterprise~~hauler shall be used for the handling, removal and disposal of all construction and demolition waste. A ~~demolition~~ permit deposit and fees, set by ~~Resolution~~resolution of the City Council, shall be paid at the time of submitting the building or demolition permit application and the Construction and Demolition Contractor~~Waste~~ Certification and Deposit Form. Said deposit shall be returned to the permittee, ~~minus administrative fees set by Resolution of the City Council~~, at the conclusion of the construction or demolition project, upon the submittal of

documentation that a franchised solid waste ~~enterprise~~hauler was used to handle, remove and dispose of all ~~demolition wastes~~. ~~The demolition construction and demolition waste. Claims for refund of the permit deposit, that qualify, must be six (6) months from the date the permit receives a final status from the Building Division. The~~ permit deposit shall be forfeited in its entirety if ~~a~~the identified franchised solid waste ~~enterprise~~hauler is not used to handle, remove and dispose of all ~~demolition wastes~~construction and demolition waste or a request for refund is not submitted within the time set forth herein.

If the Building Official finds that the work described in an application for a ~~building or~~ demolition permit and the plans, specifications and other data filed therewith conform to the requirements of this ~~Code~~code and the technical codes and other pertinent laws and ordinances, and that the fees specified in Section 109 have been paid and that a franchised solid waste ~~enterprise~~hauler is being used, the ~~building official~~Building Official shall issue a permit ~~therefore~~therefor to the applicant. Prior to any ~~construction or~~ demolition activities authorized by the permit, the permittee shall notify the ~~Public Works Department~~Community Development Department's Code Enforcement Division no less than twenty-four ~~(24)~~ hours or more than seventy-two ~~(72)~~ hours in advance of its intent to commence ~~construction or~~ demolition and provide the name of the franchised solid waste ~~enterprise~~hauler that will ~~conduct haul and dispose of~~ the ~~construction and~~ demolition ~~activities~~waste. Any hauling or disposal of demolition and construction ~~wastes~~waste by other than the identified franchised solid waste ~~enterprise~~hauler shall subject the project to suspension of work as authorized in this ~~code~~Code and subject the ~~deposit to forfeiture~~.

If good causes exist, as determined in the sole discretion of the Building Official, the Building Official may extend the deadlines set forth in this section.

Section 15.02.090 Amendment to Section 105.3.2.

Section 105.3.2 is amended to read as follows:

Section 105.3.2 Time ~~limitation~~Limitation of ~~application~~Application.

An application for a permit for any proposed work shall be deemed to have been abandoned one hundred eighty (180) days after the date of

filing, unless such application has been pursued in good faith or a permit has been issued; except that the **Chief** Building Official is authorized to grant one or more extensions of time for additional periods not exceeding one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.-

Section 15.02.095 Addition of Sections 105.3.3, 105.3.4, and 105.3.5.

Section 105.3.3 is added to read as follows:

~~Section 105.3.3 Time limit on permitted construction~~
Permitted Construction.

For any one-unit or two-unit dwelling for which a tentative and final tract map is not required, the maximum allowable time to complete construction for any work that requires a building permit including, but not limited to, any construction, reconstruction, rehabilitation, renovation, addition(s), modification(s), improvement(s), or alteration(s), shall be limited to three (3) years, unless an extension is granted in accordance with Section 105.3.4.

~~For building permits issued on or after June 1, 2019, the~~**The** time limit to complete construction shall begin on the date of issuance of the first or original building permit. ~~For building permits issued prior to June 1, 2019, the time limit to complete construction shall be three (3) years from June 1, 2019.~~

Final inspection and approval of the construction work by the City shall mark the date of construction completion for purposes of Section 15.02.095. Time limits set forth herein shall not be extended by issuance of a subsequent building permit(s) for the same project.

Section 105.3.4 is added to read as follows:

~~Section 105.3.4 Extension of time limit to complete construction~~
Complete Construction.

The maximum allowable time to complete construction, as set forth in Section 105.3.3, may be extended as follows:

1. ~~1.~~ Application for Extension to Building Official.

- a) ~~a)~~ A property owner, or authorized agent of the property owner, may request an extension by filing with the Building Official, in writing and on a form provided by the Building Official, an application for extension which sets forth: (i) the address of the project site; (ii) the name of the applicant and property owner; (iii) when the first or original building permit was issued; (iv) the length of time extension requested, which shall not be greater than ~~threeone~~ hundred ~~and sixty-five (365)~~eighty (180) calendar days; (v) how many previous extensions have been granted; (vi) ~~the basis~~criteria that establish the cause(s) of delay and the reason for the ~~requested extension request~~; (vii) ~~the new end project date if the application is approved~~a comprehensive completion schedule; (viii) a brief description of the improvements that are the subject of the application; ~~and (ix) (ix) past complaints and enforcement history; and (x)~~ any other information requested by the City.
- b) ~~b)~~ Unless authorized by the Building Official in writing, an application for extension shall be submitted no later than forty-five (45) calendar days prior to the expiration of the building permit. The application for extension to the Building Official shall be accompanied ~~the fee set forth in the City's master fee schedule~~by a fee adopted by resolution of the City Council.
- c) ~~c)~~ Within forty-five (45) days of a request for extension, the Building Official may ministerially grant, conditionally grant or deny a request for extension for a period not to exceed ~~threeone~~ hundred ~~sixty-five (365)~~eighty (180) calendar days with a maximum of two extensions being granted by the Building Official under this subsection. The Building Official shall only grant an extension if he/she determines adequate progress has been made towards completion of construction and the request for extension is necessary for its completion. The decision of the Building Official shall be final and non-appealable.

2. ~~2.~~ Application for Additional Extension(s).

- a) ~~a)~~ If construction of the project has not been completed within the

timeframe authorized by the Building Official, a property owner, or authorized agent of the property owner, may request an additional extension by filing with the City Clerk, in writing and on a form provided by the City Clerk, an application for extension which sets forth: (i) the address of the project site; (ii) the name of the applicant and property owner; (iii) when the first or original building permit was issued; (iv) the length of time extension requested, which shall not be greater than one hundred ~~and~~ eighty (180) calendar days; (v) how many previous extensions have been granted; (vi) ~~the basis~~criteria that establishes the cause(s) of delay and the reason for the ~~requested~~ extension request; (vii) ~~the new end project date if the application is approved~~a comprehensive completion schedule; (viii) a brief description of the improvements that are the subject of the application; ~~and (ix)~~(ix) past complaints and enforcement history; ~~and (x)~~ any other information requested by the City.

~~b) b)~~ Unless authorized by the Building Official in writing, an application for extension shall be submitted no later than forty-five (45) calendar days prior to the expiration of the building permit.

~~c) c)~~ An application for extension filed with the City Clerk shall be accompanied by a hearing and noticing fee ~~identified in the City's master fee schedule~~adopted by resolution of the City Council.

~~3. 3.~~ Scheduling and Noticing.

~~a) a)~~ For an application for an additional extension set forth in subsection ~~(2).~~1, a Hearing Officer, designated by the City Manager, shall hear and decide whether a ~~second~~third application for extension, or ~~third~~fourth application for extension, shall be granted, conditionally granted, or denied. The City Council shall hear and decide whether any additional application for extension, beyond four total extensions, shall be granted, conditionally granted, or denied. The applicable hearing body shall be referred to herein as the "review authority."

~~b) b)~~ For any application for extension to be heard by a Hearing Officer, the City Manager shall appoint a Hearing Officer with the

requisite qualifications and experience to consider the application for extension. The Hearing Officer shall not be a City employee and the employment, performance evaluation, compensation, and benefits of the Hearing Officer, if any, shall not be conditioned, either directly or indirectly, upon the outcome of any decision by the Hearing Officer.

Within seven (7) calendar days of the City Clerk's receipt of an application for extension, the City Manager or his/her designee shall notify the applicant of the name of the Hearing Officer in accordance with Section 1.08.080. If the applicant wishes to challenge the designated Hearing Officer, the applicant shall have seven (7) calendar days from the date of service of the notice to submit to the City Manager a request, in writing, to disqualify the Hearing Officer, which sets forth the basis for disqualification. A Hearing Officer may only be disqualified for: (i) bias; (ii) prejudice; (iii) a conflict of interest; or (iv) a reason for which a judge may be disqualified after a showing of good cause under the laws of the State of California.

The City Manager will review any request for disqualification and ~~make a decision~~decide as to whether a Hearing Officer shall be disqualified. The City Manager's decision shall be final. If the City Manager disqualifies a Hearing Officer, the City Manager shall designate a new Hearing Officer in accordance with the procedures in this subsection.

c) ~~e)~~ The applicant shall be notified of the time and place set for the hearing of the application, in accordance with Section 1.08.080, at least ten (10) calendar days prior to the date of the hearing. All hearings on an application to be heard by the review authority shall be noticed in the following manner:

(i) ~~(i)~~ Mailed to property owners within three hundred (300) feet of the project site that is the subject of the application, at least ten (10) calendar days in advance of the hearing. The notice shall contain: the address of the project site; the length of time extension requested; the new end project date if the

application is approved; the name of the applicant and property owner; a brief description of the improvements; the date, time, and place of the hearing; and a statement informing the person they have the ability to attend the hearing and provide comments; and

~~(ii) (i)~~ Posted by the applicant at the project site, that is the subject of the application, at least ten (10) calendar days before the scheduled hearing. The size, location and number of sign(s) shall be posted as determined by the City Manager ~~or his/her designee.~~ The applicant shall be responsible for maintaining the sign(s) in a satisfactory condition and shall remove all sign(s) within twenty-four (24) hours following the conclusion of the hearing.

The failure of any person or entity to receive notice given in compliance with this subsection shall not invalidate the actions of the applicable review authority.

~~4.~~ 4. Conduct of Hearing.

~~a) a)~~ A hearing shall be held at the date, time, and place for which notice was given.

~~b) b)~~ The review authority shall only consider evidence and testimony, presented by the applicant or any other interested person, relevant to whether: (i) special circumstances warrant an extension of time; (ii) the failure to meet the time limit was caused by circumstances beyond the property owner's, applicant's or their contractor's control; and (iii) any approval should contain conditions to ensure timely completion of the project in a manner that limits impacts on surrounding property owners. Any documents submitted by City staff shall constitute prima facie evidence of the respective facts contained in those documents.

~~c) c)~~ The review authority may grant, or conditionally grant, up to a one hundred and eighty (180) calendar day extension, per application for extension, if it finds special circumstances warrant an extension of time or the failure to meet the time limit was caused by circumstances beyond the property owner's,

applicant's or their contractor's control. If the review authority makes the findings to grant an extension, the review authority shall consider whether conditions are necessary to ensure timely completion of the project in a manner that limits impacts on surrounding property owners. The review authority shall deny the application if it cannot make the findings set forth in this subsection.

- ~~d)~~ d) A hearing may be continued without further notice, provided the Hearing Officer or chair of the review authority announces the date, time, and place to which the hearing will be continued before the adjournment or recess of the hearing.
- ~~e)~~ e) The review authority may announce a tentative decision and defer its action on a final decision until appropriate findings and/or conditions of approval have been prepared.
- ~~f)~~ f) The review authority shall issue a written decision, setting forth its findings, and the decision shall be final and effective on the date the decision is made, unless otherwise specified by the review authority. The review authority shall provide the City Clerk with its final decision within three (3) calendar days of the date of decision and the City Clerk shall mail a copy of the final decision to the applicant within ten (10) calendar days of receipt of the final decision.

5. ~~5.~~ Judicial Proceeding.

Nothing herein shall prohibit the Building Official from issuing a building permit or extending a building permit if the extension is a term of an enforceable settlement agreement between the City and the property owner or a term of a court order/judgment.

6. ~~6.~~ Judicial Review.

The decision of the review authority shall not be appealable to any City body. A person shall not seek judicial review related to any application for extension until the person has first exhausted all administrative procedures set forth in Section 15.02.095.

Section 105.3.5 is added to read as follows:

Section 105.3.5 Correlation with Codes.

Sections 105.3.3 or 105.3.4 limit the total time to complete construction and shall not relieve any person or entity from complying with any other applicable provision of federal, state or local law including, but not limited to, construction related laws adopted by the City.

Section 15.02.100 Amendment to Section 105.5.

Section 105.5 is amended to read as follows:

Section 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the date of the last recorded inspection. Before such work can be recommenced, ~~a new~~the permit shall be first ~~obtained to do so~~reissued, and the permittee shall pay a new permit fee ~~except. Except~~ for instances where permits for suspended or abandoned work ~~where have had previous~~ inspections ~~were previously~~ recorded, the fee shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original approved plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. Permits shall not be renewed more than once.-

The Building Official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than one hundred eighty (180) days each. -The extension shall be requested minimum fifteen (15) days prior to the permit expiration in writing and justifiable cause demonstrated.

Section 15.02.110 Amendment to Section 109.4.

Section 109.4 is amended to read as follows:

Section 109.4 Work ~~commencing before permit issuance.~~Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be

subject to an investigation fee in addition to the required permit fees. The investigation fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required in the City Council fee resolution. The payment of such investigation fee shall not exempt an applicant from compliance with all applicable provisions of either the codes or referenced standards or the technical codes nor from the penalty prescribed by law.

Section 15.02.120 Addition of Section 117.

Section 117 is added to read as follows:

Section 117 – Demolition of ~~entire structure~~ Entire Structure.

Section 117.1 Notification. When an entire structure is to be demolished, notification by certified mail to adjacent owners is required at least thirty (30) days before demolition commences. ~~-Proof of notification is required prior to permit issuance. -Unless determined otherwise by the~~ **Chief** Building Official.

~~Section 2: Chapter 15.03 (International Property Maintenance Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:~~

Chapter 15.03 INTERNATIONAL PROPERTY MAINTENANCE CODE

~~Sections:-~~

- ~~15.03.010 Adoption of the International Property Maintenance Code.~~
- ~~15.03.020 Deletion of Chapter 1, except Sections 101, 102, 111.1, 111.2, 111.4, 111.7, and 111.8.~~
- ~~15.03.030 Amendment to Section 101.1.~~
- ~~15.03.040 Amendment to Section 102.3.~~
- ~~15.03.045 Amendment to Section 302.4.~~
- ~~15.03.050 Amendment to Section 303.2.~~

Sections:

- 15.03.010 Adoption of the International Property Maintenance Code.
- 15.03.020 Deletion of Chapter 1, except Sections 101, 102, 109.1, 109.1.4, 109.4, 109.7 and 109.8.

15.03.030 Amendment to Section 101.1.

15.03.040 Amendment to Section 102.3.

15.03.045 Amendment to Section 302.4.

15.03.050 Amendment to Section 303.2.

Section 15.03.010 Adoption of the International Property Maintenance Code.

The City Council adopts and incorporates by reference, as set forth in full in this section, the ~~2021~~2024 International Property Maintenance Code, as published by the International Code Council.

The various parts of this ~~Code~~code, along with the amendments and deletions adopted in this section, shall constitute and be known as the “Newport Beach Property Maintenance Code~~-. ”~~ A copy of the ~~2021~~2024 International Property Maintenance Code shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.03.020 Deletion of Chapter 1, ~~except~~Except Sections 101, 102, ~~111109.1, 111.2, 111109.1.4, 111109.4, 109.7, and 111109.8.~~

Section 15.03.020. Chapter 1 of the Property Maintenance Code is deleted, except Sections 101, 102, ~~111109.1, 111.2, 111109.1.4, 111109.4, 109.7, and 111109.8.~~

Section 15.03.030 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. ~~These regulations shall be known as the Newport Beach Property Maintenance Code, herein referred to as “this code.”~~

Section 15.03.040 Amendment to Section 102.3.

Section 102.3 is amended to read as follows:

Section 102.3 Application of other ~~codes~~Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the applicable adopted codes. ~~Nothing in this code shall be construed to cancel, modify, or set aside any provisions of the Newport Beach Municipal Code.~~

Section 15.03.045 Amendment to Section 302.4.

Section 302.4 is amended to read as follows:

Section 302.4 Weeds. —Premises and exterior property shall be maintained free from weeds or plant growth that create a fire hazard or are overgrown in a way that they obstruct the right of way, block visibility of pedestrians and drivers, or harbor rats, vermin, or insects. —Noxious weeds shall be prohibited. —Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. —Upon failure of the owner of agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with California Building Code Section 114.3 and as prescribed by the authority having jurisdiction.—

Section 15.03.050 Amendment to Section 303.2.

Section 303.2 is amended to read as follows:

Section 303.2 Enclosures. Private swimming pools, hot tubs and spas or water features containing more than eighteen (18) inches of water depth shall comply with section 305.2 of the Newport Beach Residential Swimming Pool and Spa Code and Section 3109.2 of the Newport Beach Building Code. No existing pool enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

—**Section 3:** Chapter 15.04 (Building Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.04
BUILDING CODE**

Sections:-

- ~~15.04.010 —Adoption of the California Building Code.~~
- ~~15.04.020 —Amendment to Section 105.2.~~
- ~~15.04.030 —Amendment to Section 701A.1.~~
- ~~15.04.040 —Amendment to Section 701A.3.~~
- ~~15.04.050 —Amendment to Section 701A.3.1.~~

~~15.04.060 Amendment to Section 702A.~~
~~15.04.070 Amendment to Section 710A.3.4.~~
~~15.04.080 Amendment to Section 903.2.~~
~~15.04.090 Amendment to Section 903.2.8.~~
~~15.04.100 RESERVED.~~
~~15.04.110 Amendment to Table 1505.1.~~
~~15.04.120 Amendment to Section 1505.1.2.~~
~~15.04.130 Amendment to section 1612.3.~~
~~15.04.140 Amendment to Section 1704.2.1.~~
~~15.04.150 Amendment to Section 1905.1.7.~~

Chapter 15.04
BUILDING CODE

Sections:

| | |
|------------------|--|
| <u>15.04.010</u> | <u>Adoption of the California Building Code.</u> |
| <u>15.04.020</u> | <u>Amendment to Section 105.2.</u> |
| <u>15.04.030</u> | <u>Reserved.</u> |
| <u>15.04.040</u> | <u>Reserved.</u> |
| <u>15.04.050</u> | <u>Reserved.</u> |
| <u>15.04.060</u> | <u>Reserved.</u> |
| <u>15.04.070</u> | <u>Reserved.</u> |
| <u>15.04.080</u> | <u>Amendment to Section 903.2.</u> |
| <u>15.04.090</u> | <u>Amendment to Section 903.2.8.</u> |
| <u>15.04.100</u> | <u>Reserved.</u> |
| <u>15.04.110</u> | <u>Amendment to Table 1505.1.</u> |
| <u>15.04.120</u> | <u>Amendment to Section 1505.1.2.</u> |
| <u>15.04.130</u> | <u>Amendment to section 1612.3.</u> |
| <u>15.04.140</u> | <u>Amendment to Section 1704.2.1.</u> |
| <u>15.04.150</u> | <u>Reserved.</u> |

Section 15.04.010 Adoption of the California Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Building Code, Volumes 1 and 2, including Appendix ~~C~~I, and all national codes and standards referenced therein, based on the ~~2021~~2024 International Building Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Building Code." A copy of the ~~2022~~2025 California Building Code Volumes 1 and 2, printed in code book form, shall be kept on file in the office of the Building Official pursuant

to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.04.020 Amendment to Section 105.2.

Subsection 2 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

2. Masonry or concrete fences not over 3.5 feet (1066.8 mm) high above lowest adjacent grade and not within three (3) feet of the property line, and all other fences not over six (6) feet (1,828.8 mm) in height above lowest adjacent grade except when used as a pool barrier.

Subsection 9 of the portion entitled "Building" in Section 105.2 is amended to read as follows:

9. Prefabricated swimming pools or hot tubs spas accessory to a Group R-3 occupancy, or water features, containing less than eighteen (18) inches of water depth, do not exceed five thousand (5,000) gallons and are installed entirely above ground, unless otherwise required by other provisions of the code.

Section 15.04.030 ~~Amendment to Section 701A.1~~ Reserved.

~~Section 701A.1 is amended to read as follows:~~

~~Section 701A.1 SECTION 701A SCOPE, PURPOSE AND APPLICATION.~~

~~**Section 701A.1 Scope.** This chapter applies to building materials, systems and/or assemblies used in the exterior design and construction of buildings including one- and two-family dwellings located within a Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area as defined in Section 702A.~~

Section 15.04.040 ~~Amendment to Section 701A.3~~ Reserved.

~~Section 701A.3 is amended by deleting Exception No. 5 in its entirety.~~

Section 15.04.050 ~~Amendment to Section 701A.3.1~~ Reserved.

~~Section 701A.3.1 is amended by deleting Exception No. 2 in its entirety.~~

Section 15.04.060 ~~Amendment to Section 702A~~ **Reserved.**

~~Section 702A is amended with one addition to read as follows:~~

~~SECTION 702A DEFINITIONS~~

~~UNENCLOSED COVERED STRUCTURE.~~ ~~Includes covered structures with a solid or open roof and no more than one enclosed side.~~

Section 15.04.070 ~~Amendment to Section 710A.3.4~~ **Reserved.**

~~Section 710A 3.4 is amended to read as follows:~~

~~SECTION 710A.3.4 Miscellaneous structure requirements.~~ ~~Miscellaneous structures that require a permit and are separated from an applicable building on the same lot by a distance of more than 3 feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section 704A.2.~~

Section 15.04.080 ~~Amendment to Section 903.2.~~

Section 903.2 is amended to read as follows:

Section 903.2 ~~Where **required.**~~ **Required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the following locations:-

1. **New ~~buildings:~~ **Buildings:**** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall be installed in all occupancies when the total building area exceeds five thousand (5,000) square feet (465 m²), unless more restrictive requirements are required by other provisions of ~~the Code.~~ this code.

Exceptions:-

1. Group R occupancies. ~~Group R occupancies shall comply with Section 903.2.8.~~
2. Spaces or areas in telecommunications buildings used exclusively

for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than one (1) hour fire barriers constructed in accordance with Section 707 or not less than two (2) hours horizontal assemblies constructed in accordance with Section 711, or both.

2. **Existing ~~buildings~~Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when any of the following conditions exists:

- a) When an addition is fifty (50%) percent or more of the existing building area and the resulting building area exceeds five thousand (5,000) square feet (465 m²),-
- b) When an addition is added, and the existing building is already provided with an automatic fire sprinkler system.
- c) More restrictive requirements are required by other provisions of ~~the Code~~this code.
- d) Where a tenant space in an existing building is required to be sprinklered due to the nature of occupancy use, the entire building shall be sprinklered unless other provisions of the code(s) are applied to create distinct separated buildings, subject to the ~~Fire Code-Official~~fire code official and ~~Chief-Building official~~Official approval.

Exception: ~~-Group R occupancies.-~~ Group R occupancies shall comply with Section 903.2.8.

Section 15.04.090 Amendment to Section 903.2.8.

Section 903.2.8 is amended to read as follows:

Section 903.2.8 Group R. ~~-An~~ automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New ~~buildings:- Buildings:~~** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing ~~buildings:- Buildings:~~** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - ~~a-a)~~ When the total area of addition and reconstruction exceeds 2,000 sq.ft. and exceeds fifty (50%) percent of the area of the existing structure.
 - ~~b-b)~~ An addition when the existing building is already provided with automatic fire sprinkler system.
 - ~~c-c)~~ As determined for new construction per Section 102.7.

Exceptions:

1. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
2. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

The ~~Chief~~ Building Official may approve alternative methods and materials when an equivalent or greater level of Fire protection is achieved, subject to the ~~Fire Code Official~~fire code official approval.

Section 15.04.100 ~~RESERVED~~Reserved.

Section 15.04.110 Amendment to Table 1505.1.

Table 1505.1 is amended to read as follows:

**TABLE 1505.1^{a1} MINIMUM ROOF COVERING CLASSIFICATION FOR TYPES
OF ~~CONSTRUCTION~~¹CONSTRUCTION^a**

| | | | | | | | | |
|----|----|-----|-----|------|------|----|----|----|
| IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
| B | B | B | B | B | B | B | B | B |

¹~~See chapter 7A for roof covering requirements.~~

^a~~Unless otherwise required in accordance with the California Wildland-Urban Interface Code or due to the location of the building within a fire district in accordance with Appendix D.~~

Section 15.04.120 Amendment to Section 1505.1.2.

Section 1505.1.2 is amended to read as follows:

Section 1505.1.2 Roof coverings within all other areas—other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than fifty (50) percent of the total roof area is replaced within any one-year period, ~~and~~ the entire roof covering of every existingnew structure ~~when, and any~~ roof covering applied in the ~~addition,~~ alteration, repair or replacement of the roof ~~exceeds 50 percent of the every existing roof area;structure,~~ shall be a fire-retardant roof covering ~~or assembly~~ that is at least Class BC fire classification.

Section 15.04.130—Amendment to Section 1612.3.

Section 1612.3 first paragraph is amended to read as follows:

Section 1612.3 Establishment of the ~~flood hazard areas.~~ Flood Hazard Areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. ~~The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Newport Beach," dated March 21, 2019, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.~~

Section 15.04.140 Amendment to Section 1704.2.1.

Section 1704.2.1 is amended to read as follows:

Section 1704.2.1 Special ~~inspector qualifications.~~ Inspector Qualifications. The special inspector shall be a qualified person approved by the ~~Chief Building Official of the City of Newport Beach~~ or his/her designated representative. The special inspector shall furnish continuous inspection on the construction and work requiring his/her employment as prescribed in the applicable code. The special inspector shall report to the ~~Chief Building Official~~ in writing, noting all code violations and any variations from the approved plans and other information as required on forms prescribed or approved by the City ~~of Newport Beach.~~

Each person applying for listing/registration as a special inspector for the City ~~of Newport Beach~~ shall possess a valid certification from a certifying agency approved by the ~~Chief Building Official~~, as a special inspector for each classification for which they apply. The ~~Chief Building Official~~ may administer testing procedures which he/she may find appropriate.

Each person applying for registration, as a special inspector for the City ~~of Newport Beach~~, shall pay a registration fee as set forth in the resolution adopted by the City Council ~~Fee Resolution~~, payable with the application.

A registration card shall be issued to each such special inspector who

qualifies. A renewal fee as set forth in the resolution adopted by the City Council ~~Fee Resolution~~ for each classification shall be charged ~~on July 1st of~~ each year thereafter at which time the special inspector may be subject to re-examination.

The ~~Chief~~ Building Official may, in writing, suspend or revoke any special inspector's certificate of registration for due cause. This notice shall set forth the time and place evidence would be submitted to show cause why the certificates of registration should not be revoked. Failure to appear at such hearing by the special inspector may result in immediate revocation of said certificates. Special inspector's qualification registrations are to be given only for special inspections required in Chapter 17 of the California Building Code or for work specifically authorized by the ~~Chief~~ Building Official.

The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the approved agency and their personnel are permitted to act as the special inspector for the work designed by them, provided they are approved by the ~~Chief~~ Building Official and qualify as special inspectors.

Section 15.04.150 ~~Amendment to Section 1905.1.7~~Reserved.

~~Section 1905.1.7 ACI 318, Section 14.1.4 is amended by deleting Exceptions 1 through 3 of section 14.1.4.1 in their entirety.~~

Section 4: Chapter 15.05 (Residential Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

**Chapter 15.05_
RESIDENTIAL
CODE
RESIDENTIAL CODE**

Sections:

~~15.05.010 Adoption of the California Residential Code.
15.05.020 Amendment to Section R101.1.
15.05.030 RESERVED.
15.05.040 Deletion of Sections R102 through R114.
15.05.050 Addition of Sections R115.~~

~~15.05.060 Deletion of Section R301.1.1.1.~~
~~15.05.070 Amendment to Section R301.1.3.~~
~~15.05.080 Amendment to Table R301.2.~~
~~15.05.090 Amendment to Table R301.2 Footnote g.~~
~~15.05.100 Amendment to Section R301.2.4.~~
~~15.05.110 Amendment to Section R309.3.~~
~~15.05.120 RESERVED.~~
~~15.05.130 RESERVED.~~
~~15.05.140 RESERVED.~~
~~15.05.150 RESERVED.~~
~~15.05.160 RESERVED.~~
~~15.05.070 RESERVED.~~
~~15.05.180 Deletion of Section R313.~~
~~15.05.190 Amendment to Section R319.1.~~
~~15.05.200 Amendment to Section R322 with the Addition of the City of
Newport Beach Municipal Code Chapter 15.50, Floodplain
Management.~~
~~15.05.210 RESERVED.~~
~~15.05.220 Deletion of Section R337.~~
~~15.05.230 Addition to Section R341.~~
~~15.05.240 Amendment to Section R401.4.~~
~~15.05.250 Deletion of Section R404.~~
~~15.05.260 Amendment to Section R405.1.~~
~~15.05.270 RESERVED.~~
~~15.05.280 RESERVED.~~
~~15.05.290 Amendment to Section R902.~~

Sections:

15.05.010 Adoption of the California Residential Code.
15.05.020 Amendment to Section R101.1.
15.05.030 Reserved.
15.05.040 Deletion of Sections R102 through R114.
15.05.050 Addition of Sections R115.
15.05.060 Deletion of Section R301.1.1.1.
15.05.070 Amendment to Section R301.1.3.
15.05.080 Amendment to Table R301.2.
15.05.090 Amendment to Table R301.2 Footnote g.
15.05.100 Amendment to Section R301.2.4.
15.05.110 Amendment to Section R317.3.
15.05.120 Reserved.
15.05.130 Reserved.
15.05.140 Reserved.
15.05.150 Reserved.

15.05.160 Reserved.

15.05.170 Reserved.

15.05.180 Deletion of Section R309.

15.05.190 Amendment to Section R308.1.

15.05.200 Amendment to Section R306 with the Addition of Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

15.05.210 Reserved.

15.05.220 Reserved.

15.05.230 Addition to Section R341.

15.05.240 Amendment to Section R401.4

15.05.250 Reserved.

15.05.260 Amendment to Section R405.1.

15.05.270 Reserved.

15.05.280 Reserved.

15.05.290 Amendment to Section R902.

Section 15.05.010 Adoption of the California Residential Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Residential Code, including Appendix ~~AHBF~~, and all national codes and standards referenced therein, based on the ~~2021~~2024 International Residential Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments, and deletions adopted in this section, shall constitute and be known as the Newport Beach Residential Code. A copy of the ~~2022~~2025 California Residential Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 15.05.020 Amendment to Section R101.1.

Section R101.1 is amended to read as follows:

Section R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of Newport Beach and shall be cited as such and will be referenced to herein as “this code.”

Section 15.05.030 ~~RESERVED~~Reserved.

Section 15.05.040 Deletion of Sections R102 through R114.

Sections R102 through R114 are deleted in their entirety. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.05.050 Addition of Sections R115.

Section R115 is added to read as follows:

SECTION R115 – Existing Buildings

For existing One- and Two-family dwellings, the Existing Building Code as adopted under section 15.14 of the Newport Beach Municipal Code shall be the applicable code.

Section 15.05.060 Deletion of Section R301.1.1.1.-

Section 15.05.060 is amended to read as follows:

Section R301.1.1.1 is deleted in its entirety.

Section 15.05.070 Amendment to Section R301.1.3.

Section R301.1.3 is amended to read as follows:

Section R301.1.3 Engineered ~~design.~~Design. Where a building of otherwise conventional construction contains structural elements exceeding the limits of Section R301 or otherwise not conforming to this code, these elements shall be designed in accordance with accepted engineering practices. ~~The extent of such design need only demonstrate compliance of nonconventional elements with other applicable provisions and shall be compatible with the performance of the conventional framed system. -Engineered design in accordance with the California Building Code is permitted for buildings and structures and parts thereof, included in the scope of this code.~~

R301.1.3.1 California ~~licensed architect~~Licensed Architect or ~~engineer~~Engineer. When any ~~provision~~portion of any structure deviates from substantial compliance with conventional framing requirements for

wood frame construction found in this code, the ~~Chief~~ Building Official shall require the construction documents to be approved and stamped by a California licensed architect or engineer for that irregular or nonconforming portion of work. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code ~~Section~~Sections 5537 and 6737.1.

R301.1.3.2 Wood ~~frame structures greater~~ Frame Structures Greater than two-stories Two-Stories. The ~~Chief~~ Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of ~~a~~ wood frame construction of more than two stories in height or having a basement. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code ~~Section~~Sections 5537 and 6737.1.

R301.1.3.3 Structures other than ~~wood frame~~ Wood Frame. The ~~Chief~~ Building Official shall require floor, wall or roof-ceiling structural elements in dwellings designed of cold formed steel, concrete, and masonry prescribed by this code to be approved and stamped by a California licensed architect or engineer. Notwithstanding other sections of law, the law establishing these provisions is found in California Business and Professions Code ~~Section~~Sections 5537 and 6737.1.

Section 15.05.080 Amendment to Table R301.2.

Table R301.2 is amended by completing the table to read as follows:

| TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA | | | | | | | | | | | | |
|---|-----------------------------|---|--|---|---|--|----------------------------------|---|--|-------------------------------------|---------------------------------------|----------------------------------|
| GROUND SNOW LOAD ^a | WIND DESIGN | | | | SEISMIC DESIGN CATEGORY ^f | SUBJECT TO DAMAGE FROM | | | ICE BARRIER UNDERLAYMENT REQUIRED ^b | FLOOD HAZARDS ^c | AIR FREEZING INDEX ^d | MEAN ANNUAL TEMP ^e |
| | Speed ^a (mph) | Topographic effects ^a | Special wind region ^f | Windborne debris zone ^g | | Weathering ^h | Frost line depth ^h | Termite ^c | | | | |
| ZERO | 95 | NO | NO | NO | D _s , D ₁ , D ₂ , OR E | NEGLIGIBLE | NA | VERY HEAVY | NO | SEE FOOTNOTE g | 0 | 60.7 |
| MANUAL J DESIGN CRITERIA ^a | | | | | | | | | | | | |
| Elevation | | Altitude correction factor ^a | Coincident wet bulb | Indoor winter design dry-bulb temperature | | Indoor winter design dry-bulb temperature | | Outdoor winter design dry-bulb temperature | | Heating temperature dif- ference | | |
| 10 FEET | | 1.0 | 67 | 70 | | 70 | | 43 | | 30° | | |
| Latitude | | Daily range | Indoor summer design relative humidity | Indoor summer design relative humidity | | Indoor summer design dry-bulb temperature | | Outdoor summer design dry-bulb temperature | | Cooling temperature dif- ference | | |
| 33.608 | | 12 | 50 | 50 | | 75 | | 80 | | 15° | | |

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

| GROUND SNOW LOAD ^a | WIND DESIGN | | | | SEISMIC DESIGN CATEGORY ^f | SUBJECT TO DAMAGE FROM | | | ICE BARRIER UNDERLAYMENT REQUIRED ^h | FLOOD HAZARDS ^g | AIR FREEZING INDEX ⁱ | MEAN ANNUAL TEMP ^j |
|---------------------------------------|-----------------------------|---|--|---|---|-------------------------|---|----------------------|--|-------------------------------|---------------------------------------|----------------------------------|
| | Speed ^d (mph) | Topographic effects ^k | Special wind region ^l | Windborne debris zone ^m | | Weathering ^a | Frost line depth ^b | Termite ^c | | | | |
| ZERO | 95 | NO | NO | NO | D ₂ , D ₁ , D ₂ , OR E | NEGLIGIBLE | NA | VERY HEAVY | NO | SEE FOOTNOTE g | 0 | 60.7 |
| MANUAL J DESIGN CRITERIA ⁿ | | | | | | | | | | | | |
| Elevation | | Altitude correction factor ^c | Coincident wet bulb | Indoor winter design dry-bulb temperature | Indoor winter design dry-bulb temperature | | Outdoor winter design dry-bulb temperature | | Heating temperature dif- ference | | | |
| 10 FEET | | 1.0 | 67 | 70 | 70 | | 43 | | 30° | | | |
| Latitude | | Daily range | Indoor summer design relative humidity | Indoor summer design relative humidity | Indoor summer design dry-bulb temperature | | Outdoor summer design dry-bulb temperature | | Cooling temperature dif- ference | | | |
| 33.608 | | 12 | 50 | 50 | 75 | | 80 | | 15° | | | |

Section 15.05.090 Amendment to Table R301.2 Footnote g.

Table R301.2 footnote g is amended to read as follows:

Section Table R301.2 Footnote g. —Refer to the National Flood Insurance Program (NFIP) as printed by the Federal Emergency Management Agency's Flood Insurance Rate Map (FIRM) dated March 21, 2019; Flood Insurance Study (FIS Profile) effective date of revision: March 21, 2019; Community number: 060227; Map: 06059; Panels: 264, 267, 268, 269, 286, 288, 289, 377, 381, 382, ~~384~~, 401, 402, 403, 404, 406 and 408; Suffix "K"; Initial NFIP map date: March 15, ~~1974~~; and Initial FIRM date: September 1, 1978.

Section 15.05.100 Amendment to Section R301.2.4.

Section R301.2.4 is amended to read as follows:

Section R301.2.4 Floodplain ~~construction~~Construction. Buildings and structures constructed in whole or in part in flood hazard areas ~~(including A or V Zones)~~ as established in Table R301.2, and substantial improvement and ~~restoration~~repair of substantial damage of buildings and structures located in whole or in part in flood hazard areas, shall be designed and constructed in accordance with ~~the City of Newport Beach Municipal Code~~ Chapter 15.50, **FLOODPLAIN MANAGEMENT**Floodplain Management, and Section ~~R322. R306.~~ Buildings and structures that are located in more than one flood hazard area, including A Zones, Coastal A Zones and V Zones, shall comply with the provisions associated with the most restrictive flood hazard area. Buildings and structures located in whole or in part in identified floodways

shall be designed and constructed in accordance with ASCE 24.

R301.2.4.1 Alternate ~~provisions~~Provisions. As an alternate to the requirements in Section ~~R322~~R306 and ~~the City of Newport Beach Municipal Code~~ Chapter 15.50, Floodplain Management, ASCE 24 is permitted subject to the limitations of this code and the limitations therein.

Section 15.05.110 Amendment to Section ~~R309~~R317.3.-

Section ~~R309~~R317.3 is amended to read as follows:-

Section ~~R309~~R317.3 Flood ~~hazard areas~~. For buildingsHazard Areas. Garages and carports located in flood hazard areas as established by Table R301.2, ~~garage floors~~ shall be:

- ~~1. Elevated to or above the design flood elevation as determined constructed~~ in accordance with Section ~~R322 and the City of Newport Beach Municipal Code 306~~R306 and Chapter 15.50, Floodplain Management.
- ~~2. Located below the design flood elevation provided that the floors are at or above grade on not less than one side, are used solely for parking, building access or storage, meet the requirements of Section R322 and the City of Newport Beach Municipal Code Chapter 15.50, Floodplain Management and are otherwise constructed in accordance with this code.~~

Section 15.05.120 ~~RESERVED~~ Reserved.

Section 15.05.130 ~~RESERVED~~ Reserved.

Section 15.05.140 ~~RESERVED~~ Reserved.

Section 15.05.150 ~~RESERVED~~ Reserved.

Section 15.05.160 ~~RESERVED~~ Reserved.

Section 15.05.170 ~~RESERVED~~ Reserved.

Section 15.05.180 Deletion of Section ~~R313~~ R309.

Section ~~R313~~15.05.180 is amended to read as follows:

Section R309 is deleted in its entirety and replaced by California Building Code Section 903.2.8 as amended in Section 15.04.090.

Section 15.05.190 Amendment to Section ~~R319~~R308.1.

Section ~~R319~~R308.1 is amended to read as follows:

Section ~~R319~~R308.1 Address ~~identification.~~Identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property, and alley if adjacent to the property. -Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. -Numbers shall not be spelled out. -Each character shall be not less than four (4) inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. -Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. -Address identification shall be maintained.

Section 15.05.200 Amendment to Section ~~R322~~R306 with the Addition of ~~the City of~~ Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

Section ~~R322~~15.05.200 is amended to read as follows:

Section R306 is amended to include ~~the City of~~ Newport Beach Municipal Code Chapter 15.50, Floodplain Management.

Section 15.05.210 ~~RESERVED~~Reserved.

Section 15.05.220 ~~Deletion of Section R337.~~

~~Section R337 Materials and Construction Method of Exterior Wildfire Exposure is deleted in its entirety and replaced by California Building Code Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure) as amended in Sections 15.04.030 through 15.04.070~~Reserved.

Section 15.05.230 Addition of Section R341.

Section R341 is added to read as follows:

SECTION R341 - SOUND TRANSMISSION

R341.1 General. Wall and floor-ceiling assemblies separating dwelling units including those separating adjacent townhouse units shall provide air-borne sound insulation for walls and both air-borne and impact sound insulation for floor-ceiling assemblies per Section 1206 of the ~~2022~~2025 California Building Code, Title 24, Part 2.

Section 15.05.240 Amendment to Section R401.4.

Section 15.05.240 is amended to read as follows:

Section R401.4 is deleted in its entirety and replaced by California Building Code Section 1803 Geotechnical Investigations.

Section 15.05.250 ~~Deletion of Section R404.~~ Reserved.

~~Section R404 is deleted in its entirety.~~

Section 15.05.260 Amendment to Section R405.1.

Section R405.1 is amended by adding Exceptions to read as follows:

Exceptions:-

1. A drainage system is not required when the foundation is installed on well-_drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I Soils, as detailed in Table R405.1.
2. A foundation drainage system is not permitted for basement walls extending below high tide of the Newport Bay water elevation.

Section 15.05.270 ~~RESERVED~~Reserved.**Section 15.05.280 ~~RESERVED~~Reserved.**

Section 15.05.290 Amendment to Section R902.

Section 15.05.290 is amended to read as follows:

Section R902 is deleted in its entirety and replaced by California Building Code Section 1505 as amended in Newport Beach Municipal Code Sections 15.04.110 through 15.04.120.

Section 5: Chapter 15.06 (Electrical Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

Chapter 15.06
ELECTRICAL
CODE
~~ELECTRICAL CODE~~

Sections:

- 15.06.010 Adoption of the California Electrical Code.
- 15.06.020 ~~RESERVED~~Reserved.
- 15.06.030 ~~RESERVED~~Reserved.
- 15.06.040 Amendment to Article 358.10(A).
- 15.06.050 Amendment to Article 358.10(B).

Section 15.06.010 Adoption of the California Electrical Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Electrical Code based on the ~~2020~~2023 National Electrical Code, as published by the National Fire Protection Association.-

The various parts of this code shall constitute and be known as the “Newport Beach Electrical Code-.” A copy of the ~~2022~~2025 California Electrical Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.- All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.06.020 Reserved.

Section 15.06.030 Reserved.

Section 15.06.040 Amendment to Article 358.10(A).

Article 358.10(A) is amended to read as follows:

~~(A) (A)~~ **Exposed and Concealed.**— The use of EMT shall be permitted for concealed work only.

Section 15.06.050 Amendment to Article 358.10(B)

Article 358.10(B)(1) and (B)(2) are amended to read as follows:

~~(B) (B)~~ **Corrosive Environments.**

~~(1) (1)~~ **Galvanized Steel and Stainless Steel EMT, Elbows, and Fittings.** Galvanized steel, stainless steel, and red brass EMT elbows, couplings, and fittings shall be permitted to be installed in concrete, or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for the condition.

~~(2) (2)~~ **Supplementary Protection of Aluminum EMT.** Aluminum EMT shall be provided with approved supplementary corrosion protection where encased in concrete.

Section 6: Chapter 15.07 (Mechanical Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

Chapter 15.07 MECHANICAL CODE

Sections:

~~15.07.010—Adoption of California Mechanical Code.~~

~~15.07.020—Addition of Section 103.5.~~

~~15.07.030—Amendment of Section 107.1.~~

Sections:

15.07.010 Adoption of California Mechanical Code.

15.07.020 Addition of Section 103.5.

15.07.030 Amendment of Section 107.1.

Section 15.07.010 Adoption of California Mechanical Code.

The City Council adopts and incorporates by reference, as though set forth in full in this

section, the ~~2022~~2025 Edition of the California Mechanical Code, based on the ~~2021~~2024 Uniform Mechanical Code, by the International Association of Plumbing and Mechanical Officials.

The various parts of this code shall constitute and be known as the “Newport Beach Mechanical Code.” A copy of the ~~2022~~2025 California Mechanical Code printed in code book form shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.07.020 Addition of Section 103.5.

Section 103.5 is added to read as follows:

Section 103.5 Modifications. -Whenever there are practical difficulties involved in carrying out the provisions of this code, the ~~Chief~~ Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner’s representative, provided the ~~Chief~~ Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. -The details of action granting modifications shall be recorded and entered in the files of the Building Division.

Section 15.07.030 Amendment of Section 107.1.

Section 107.1 is amended in its entirety to read as follows:

Section 107.1 General Appeals. Appeals of the ~~Chief~~ Building Official decision shall be pursuant to Newport Beach Municipal Code Chapter 15.80, Building and Fire Board of Appeals.-

-----Section 7: Chapter 15.08 (Plumbing Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

PLUMBING CODE

Sections:

- 15.08.010- Adoption of California Plumbing Code.
- 15.08.020- Addition of Section 103.5.
- 15.08.030 Amendment of Section 107.1.

Section 15.08.010 Adoption of California Plumbing Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Plumbing Code, including Appendix Chapters A and C, based on the ~~2021~~2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials.

The various parts of this code shall constitute and be known as the “Newport Beach Plumbing Code-.” A copy of the ~~2022~~2025 California Plumbing Code, including Appendix Chapter A and C, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.- All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Administrative Code under Chapter 15.02.

Section 15.08.020 Addition of Section 103.5.

Section 103.5 is added to read as follows:

Section 103.5 Modifications. -Whenever there are practical difficulties involved in carrying out the provisions of this code, the ~~Chief~~ Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner’s representative, provided the ~~Chief~~ Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. -The details of action granting modifications shall be recorded and entered in the files of the Building Division.

Section 15.08.030 Amendment of Section 107.1.

Section 107.1 is amended in its entirety to read as follows:

Section 107.1 ~~General~~Appeals. Appeals of the ~~Chief~~ Building Official decision shall be pursuant to Newport Beach Municipal Code Chapter 15.80, Building and Fire Board of Appeals.

~~Section 8: Chapter 15.09 (~~Residential~~International Swimming Pool and Spa Code) of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:~~

Chapter 15.09

~~RESIDENTIAL~~INTERNATIONAL SWIMMING POOL AND SPA CODE

Sections:

~~15.09.010 — Adoption of the International Pool and Spa Code.~~
~~15.09.020 — Amendment to Section 101.1.~~
~~15.09.030 — Amendment to Section 101.2.~~
~~15.09.040 — Deletion of Sections 102 through 114.~~
~~15.09.050 — Amendment to Section 201.3.~~
~~15.09.060 — Amendment and addition to Section 202.~~
~~15.09.070 — Amendment to Section 301.~~
~~15.09.080 — Amendment to Section 302.1.~~
~~15.09.090 — Amendment to Section 302.2.~~
~~15.09.100 — Amendment to Section 302.5.~~
~~15.09.110 — Amendment to Section 302.6.~~
~~15.09.120 — Amendment to Section 303.1.~~
~~15.09.130 — Deletion of Sections 303.1.1 through 303.3.~~
~~15.09.140 — Deletion and replacement of Section 304.2.~~
~~15.09.150 — Amendment to Section 305.1.~~
~~15.09.160 — Rename and Amendment to Section 305.2.~~
~~15.09.170 — Amendment to Section 305.2.1 Item 1.~~
~~15.09.180 — Deletion and rename Section 305.2.4.~~
~~15.09.190 — Amendment to Section 305.3.3.~~
~~15.09.200 — RESERVED.~~
~~15.09.210 — RESERVED.~~
~~15.09.220 — Amendment to Section 305.5 Items 1 and 2.~~
~~15.09.230 — Amendment to Section 306.1.~~
~~15.09.240 — Amendment to Section 306.4.~~
~~15.09.250 — Amendment to Table 306.5.~~
~~15.09.260 — Amendment to Section 306.9.1.~~
~~15.09.270 — Amendment to Section 307.1.1.~~
~~15.09.280 — Amendment to Section 307.1.3.~~
~~15.09.290 — Amendment to Section 307.1.4.~~
~~15.09.300 — Amendment to Section 307.2.2.~~

~~15.09.305 — Amendment to Section 310.1 Exception #2.~~
~~15.09.310 — Amendment to Section 316.4.~~
~~15.09.320 — Amendment to Section 316.6.1.~~
~~15.09.330 — Amendment to Section 318.2.~~
~~15.09.340 — Amendment to Section 320.1.~~
~~15.09.350 — Deletion of Sections 320.2 and 320.3.~~
~~15.09.360 — Amendment to Section 321.~~
~~15.09.370 — Deletion and rename Chapter 4.~~
~~15.09.380 — Deletion and rename Chapter 5.~~
~~15.09.390 — Deletion and rename Chapter 6.~~
~~15.09.400 — Amendment to Section 703.1.~~
~~15.09.410 — Amendment to Section 802.1.~~
~~15.09.420 — Amendment to Section 802.2.~~
~~15.09.430 — Amendment to Section 901.2.~~
~~15.09.440 — Add Section 903.~~
~~15.09.450 — Add Section 904.~~
~~15.09.460 — Add Section 905.~~
~~15.09.470 — Add Section 906.~~
~~15.09.480 — Add Section 907.~~

Sections:

15.09.010 — Adoption of the International Pool and Spa Code.
15.09.020 — Amendment to Section 101.1.
15.09.030 — Amendment to Section 101.2.
15.09.040 — Deletion of Sections 102 through 114.
15.09.050 — Amendment to Section 201.3.
15.09.060 — Amendment and Addition to Section 202.
15.09.070 — Amendment to Section 301.
15.09.080 — Amendment to Section 302.1.
15.09.090 — Amendment to Section 302.2.
15.09.100 — Amendment to Section 302.5.
15.09.110 — Amendment to Section 302.6.
15.09.120 — Amendment to Section 303.1.
15.09.130 — Deletion of Sections 303.1.1 through 303.3.
15.09.140 — Deletion and Replacement of Section 304.2.
15.09.150 — Amendment to Section 305.1.
15.09.160 — Rename and Amendment to Section 305.2.
15.09.170 — Amendment to Section 305.2.1 Item 1.
15.09.180 — Deletion and rename Section 305.2.4.1.
15.09.190 — Deletion and rename Section 305.2.5.
15.09.200 — Amendment to Section 305.3.3
15.09.210 — Amendment to Section 305.4.
15.09.220 — Amendment to Section 305.5 Items 1 and 2.

| | |
|------------------|---|
| <u>15.09.230</u> | <u>Amendment to Section 306.1.</u> |
| <u>15.09.240</u> | <u>Amendment to Section 306.4.</u> |
| <u>15.09.250</u> | <u>Amendment to Table 306.5.</u> |
| <u>15.09.260</u> | <u>Amendment to Section 306.9.1.</u> |
| <u>15.09.270</u> | <u>Amendment to Section 307.1.1.</u> |
| <u>15.09.280</u> | <u>Amendment to Section 307.1.4.</u> |
| <u>15.09.290</u> | <u>Amendment to Section 307.1.5.</u> |
| <u>15.09.300</u> | <u>Amendment to Section 307.2.2.</u> |
| <u>15.09.305</u> | <u>Amendment to Section 311.1 Exception #2.</u> |
| <u>15.09.310</u> | <u>Amendment to Section 317.4.</u> |
| <u>15.09.320</u> | <u>Amendment to Section 317.6.1.</u> |
| <u>15.09.330</u> | <u>Amendment to Section 319.2.</u> |
| <u>15.09.340</u> | <u>Amendment to Section 321.1.</u> |
| <u>15.09.350</u> | <u>Deletion of Sections 321.2 and 321.3.</u> |
| <u>15.09.360</u> | <u>Amendment to Section 322.</u> |
| <u>15.09.370</u> | <u>Deletion and rename Chapter 4.</u> |
| <u>15.09.380</u> | <u>Deletion and rename Chapter 5.</u> |
| <u>15.09.390</u> | <u>Deletion and rename Chapter 6.</u> |
| <u>15.09.400</u> | <u>Amendment to Section 703.1.</u> |
| <u>15.09.410</u> | <u>Amendment to Section 802.1.</u> |
| <u>15.09.420</u> | <u>Amendment to Section 802.2.</u> |
| <u>15.09.430</u> | <u>Amendment to Section 901.2.</u> |
| <u>15.09.440</u> | <u>Add Section 903.</u> |
| <u>15.09.450</u> | <u>Add Section 904.</u> |
| <u>15.09.460</u> | <u>Add Section 905.</u> |
| <u>15.09.470</u> | <u>Add Section 906.</u> |
| <u>15.09.480</u> | <u>Add Section 907.</u> |

Section 15.09.010 Adoption of the International Swimming Pool and Spa Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2021~~2024 Edition of the International Swimming Pool and Spa Code and all national codes and standards referenced therein as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments, and deletions adopted in this section, shall constitute and be known as the “Newport Beach Residential Swimming Pool and Spa Code-.” A copy of the ~~2021~~2024 International Swimming Pool and Spa Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section

18942(e)(1) and made available for public inspection.

Section 15.09.020 Amendment to Section 101.1.

Section 101.1 is amended to read as follows:

Section 101.1 Title. These provisions shall be known as the Residential Swimming Pool and Spa Code of Newport Beach and shall be cited as such and will be referenced to herein as “this code.”

Section 15.09.030 Amendment to Section 101.2.

Section 101.2 is amended to read as follows:

Section 101.2 Scope. ~~The~~ provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of residential pools and spas. The pools and spas covered by this code are either permanent or temporary and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading.

Section 15.09.040 Deletion of Sections 102 through 114.—

Section 15.09.040 is amended to read as follows:

Sections 102 through 114 are ~~deleted~~Deleted in their ~~entirety~~Entirety. All administrative provisions including enforcement, permit process, fees, and inspections for these chapters are contained in the Newport Beach Municipal Code under Chapter 15.02, Administrative Code.

Section 15.09.050 Amendment to Section 201.3.

Section 201.3 is amended to read as follows:

Section 201.3 Terms ~~defined~~Defined in other ~~codes~~Codes. Where terms are not defined in this code and are defined in the California Building Code, California Energy Code, California Fire Code, California Mechanical Code, California Plumbing Code or California Residential Code, such terms shall have the meanings ascribed to them as in those codes.

Section 15.09.060 Amendment and ~~addition~~Addition to Section 202.

Section 202 RESIDENTIAL SWIMMING POOL and PUBLIC SWIMMING POOL- definitions are amended ~~and to~~ add PRIVATE POOL and SWIMMING POOL OR SPA definitions to read as follows:

RESIDENTIAL SWIMMING POOL (RESIDENTIAL POOL). Any constructed pool, permanent or portable, that is intended for noncommercial use as a swimming pool by not more than three owner families and their guest.

PUBLIC SWIMMING POOL (PUBLIC POOL). A pool, other than a private pool.

PRIVATE POOL. -See Residential Pool.

SWIMMING POOL OR SPA. -Any structure intended for swimming or recreational bathing that contains water over ~~eighteen~~ (18) inches deep. "Swimming pool" includes in-ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.

Section 15.09.070 Amendment to Section 301.

Section 301 is amended to read as follows:

Section 301.1 Scope. -The provisions of this chapter shall govern the general design and construction of residential pools and spas and related piping, equipment, and materials. -Provisions that are unique to a specific type of residential pool or spa are located in Chapters 7 through 10.

Section 301.1.1 Application of Chapters 7 through 10. -Where difference occur between the provisions of this chapter and the provisions of Chapters 7 through 10, the provisions of Chapters 7 through 10 shall apply.

Section 301.1.2 Conflicts. -In the event of a conflict between the provisions of the Swimming Pool Safety Act, this code, the ~~2022 California Building Code~~Newport Beach, or the ~~2022 California~~Newport Beach

Residential Code, the Building Official shall implement the most restrictive measures cited.

Section 15.09.080 Amendment to Section 302.1.

Section 302.1 is amended to read as follows:

Section 302.1 Electrical. ~~–~~Electrical requirements shall comply with California Electrical Code.

Section 15.09.090 Amendment to Section 302.2.

Section 302.2 is amended to read as follows:

Section 302.2 Water ~~service~~Service and ~~drainage~~Drainage. Piping and fittings used for water service, makeup and drainage piping for pools and spas shall comply with the California Plumbing Code. Fittings shall be approved for installation with the piping installed.

Section 15.09.100 Amendment to Section 302.5.

Section 302.5 is amended to read as follows:

Section 302.5 Backflow ~~protection~~Protection. Water supplies for pools and spas shall be protected against backflow in accordance with the California Plumbing Code.

Section 15.09.110 Amendment to Section 302.6.

Section 302.6 is amended to read as follows:

Section 302.6 Wastewater ~~discharge~~Discharge. Where wastewater from pools or spas, such as backwash water from filters discharge to a building drainage system, the connection shall be through an air gap in accordance with the California Plumbing Code.

Section 15.09.120 Amendment to Section 303.1.

Section 303.1 is amended to read as follows:

Section 303.1 Energy ~~consumption~~Consumption of ~~pools~~Pools and ~~permanent spas~~Permanent Spas. The energy consumption of pools and permanent spas shall comply with the California Energy Code.

Section 15.09.130 Deletion of Sections 303.1.1 through 303.3.

Section 15.09.130 is amended to read as follows:

Sections 303.1.1 through 303.3 are deleted in their entirety.

Section 15.09.140 Deletion and ~~replacement~~Replacement of Section 304.2.

Section 304.2 is deleted in its entirety and ~~replace with~~replaced as follows:

Section 304.2 Floodplain Construction.- Pools and spas constructed in special flood hazard areas shall comply with the City of Newport Beach Municipal Code Chapter 15.50, Floodplain Management.-

Section 15.09.150 Amendment to Section 305.1.

Section 305.1 is amended to read as follows:

Section 305.1 General. The provisions of this section shall apply to the design of barriers for restricting the public from entry into areas having pools and spas.

Section 15.09.160 Rename and Amendment to Section 305.2.

Section 305.2 is renamed and amended to read as follows:

Section 305.2 Swimming ~~pools~~Pools and ~~spas~~Spas. Pools and spas shall be surrounded by a permanent barrier that complies with Sections 305.2.1 through the end of Section 305. In addition, two drowning prevention safety features are required and must comply with Section 3109.2 of the California Building Code.

Section 15.09.170 Amendment to Section 305.2.1 Item 1.

Section 305.2.1 Item 1 is amended to read as follows:

1. The top of the barrier shall be not less than sixty (60) inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of three (3) feet measured horizontally from the outside of the required barrier.

Section 15.09.180 Deletion and rename Section 305.2.4.-1.

Section 305.2.4.1 is deleted in its entirety and renamed to read as follows:

Section 305.2.4.1 Reserved.

Section 15.09.190 Deletion and rename Section 305.2.5

Section 305.2.5 Reserved.

Section 15.09.200 Amendment to Section 305.3.3.-

Section 305.3.3 is amended to read as follows:

Section 305.3.3 Latch ~~release.~~ Release. Where the door or gate latch release mechanism of the self-latching device is located less than sixty (60) inches from grade, the release mechanism shall be located on the pool or spa side of the gate not less than three (3) inches below the top of the gate, and the gate and barrier shall not have openings greater than 1/2 inch within eighteen (18) inches of the release mechanism.

~~Section 15.09.200 RESERVED.~~

Section 15.09.210 ~~RESERVED~~ Amendment to Section 305.4.

Section 305.4 is amended to read as follows:

Where a wall of a dwelling or structure serves as part of the barrier and where doors, gates or windows provide direct access to the pool or spa through that wall, one of the following shall be required. Any of the items listed below may be counted as one of the required drowning prevention safety features, provided they comply with Section 3109.2 of the California Building Code.

Section 15.09.220 Amendment to Section 305.5 Items 1 and 2.

Section 305.5 Items 1 and 2 are amended to read as follows:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than sixty (60) inches above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 305.2 and the pool manufacturer allows the wall to serve as a barrier.
2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than sixty (60) inches above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 305.2.

Section 15.09.230 Amendment to Section 306.1.-

Section 306.1 is amended to read as follows:

Section 306.1 General. The structural design and installation of decks around pools and spas shall be in accordance with the California Residential Code or the California Building Code and this section.

Section 15.09.240 Amendment to Section 306.4.-

Section 306.4 is amended to read as follows:

Section 306.4 Deck ~~steps-handrail required~~Steps Handrail Required.

Pool and spa deck steps having three or more risers shall be provided with a handrail.

Section 15.09.250 Amendment to Table 306.5.

Table 306.5 is amended to read as follows:

TABLE 306.5
MINIMUM DRAINAGE SLOPES FOR DECK SURFACES

| SURFACE | MINIMUM DRAINAGE SLOPE (INCH PER FOOT) |
|--|---|
| Carpet | $\frac{1}{8}$ |
| Exposed aggregate | $\frac{1}{4}$ |
| Textured, hand-finished concrete | $\frac{1}{8}$ |
| Travertine/brick-set pavers, public pools or spas | $\frac{3}{8}$ |
| Travertine/brick-set pavers, residential pools or spas | $\frac{1}{8}$ |
| Wood | $\frac{1}{8}$ |
| Wood/plastic composite | $\frac{1}{8}$ |

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

TABLE 306.5
MINIMUM DRAINAGE SLOPES FOR DECK SURFACES

| SURFACE | MINIMUM DRAINAGE SLOPE (INCH PER FOOT) |
|--|---|
| Carpet | $\frac{1}{8}$ |
| Exposed aggregate | $\frac{1}{4}$ |
| Textured, hand-finished concrete | $\frac{1}{8}$ |
| Travertine/brick-set pavers, public pools or spas | $\frac{3}{8}$ |
| Travertine/brick-set pavers, residential pools or spas | $\frac{1}{8}$ |
| Wood | $\frac{1}{8}$ |
| Wood/plastic composite | $\frac{1}{8}$ |

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Section 15.09.260 Amendment to Section 306.9.1.-

Section 306.9.1 is amended to read as follows:

Section 306.9.1 Hose ~~bibbs~~Bibbs. Hose bibbs shall be provided for rinsing down the entire deck and shall be installed in accordance with the California Plumbing Code.

Section 15.09.270 Amendment to Section 307.1.1.-

Section 307.1.1 is amended to read as follows:

Section 307.1.1 Glazing in ~~hazardous locations.~~ Hazardous Locations. Hazardous locations for glazing shall be as defined in the California Building Code or the California Residential Code, as applicable. Where glazing is determined to be in a hazardous location, the requirements for the glazing shall be in accordance with those codes, as applicable.

Section 15.09.280 Amendment to Section 307.1.34.

Section 307.1.34 is amended to read as follows:

Section 307.1.34 Roofs or ~~canopies~~Canopies. Roofs or canopies over pools and spas shall be in accordance with the California Building Code or California Residential Code, as applicable, and shall be constructed so as to prevent water runoff into the pool or spa.

Section 15.09.290 Amendment to Section 307.1.45.

Section 307.1.45 is amended to read as follows:

Section 307.1.45 Accessibility. An accessible route to pools and spas of new common use areas serving covered multi-family dwellings shall be provided in accordance with the Chapter 11A of California Building Code. Accessibility within pools and spas shall be provided as required by Chapter 11A of California Building Code.

Section 15.09.300 Amendment to Section 307.2.2.

Section 307.2.2 is amended to read as follows:

Section 307.2.2 Materials and ~~structural design~~Structural Design. Pools and spas shall conform to one or more of the standards indicated in Table 307.2.2. The structural design of pools and spas shall be in accordance with the California Building Code- or the California Residential Code.

Section 15.09.305 Amendment to Section ~~310~~311.1 Exception #2.

Section ~~310~~311.1 Exception #2 is amended to read as follows:

2. ~~2.~~ Wading pools shall not have suction outlets. ~~-~~Skimmers or overflow gutter shall be installed and shall accommodate one hundred (100) percent of the circulations system flow rate.

Section 15.09.310 Amendment to Section ~~316~~317.4.

Section ~~316~~317.4 is amended to read as follows:

Section ~~316~~317.4 Installation. Heaters shall be installed in accordance with the manufacturer's specifications and the California Plumbing Code, California Mechanical Code, California Energy Code, California Electrical Code, as applicable. Solar thermal water heaters shall be installed in accordance with Section 316.6.

Section 15.09.320 Amendment to Section ~~316~~317.6.1.

Section ~~316~~317.6.1 is amended to read as follows:

Section ~~316~~317.6.1 Installation. Solar thermal water heaters shall be installed in accordance with the California Mechanical Code.

Section 15.09.330 Amendment to Section ~~318~~319.2.

Section ~~318~~319.2 is amended to read as follows:

Section ~~318~~319.2 Protection of ~~potable water supply~~Potable Water Supply. Potable water supply systems shall be designed, installed and maintained so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross-connections or other piping connections to the system. Means of protection against backflow in the potable water supply shall be provided through an air gap complying with ASME A112.1.2 or by a backflow prevention assembly in accordance with the California Plumbing Code.

Section 15.09.340 Amendment to Section ~~320~~321.1.

Section ~~320~~321.1 is amended to read as follows:

Section ~~320~~321.1 Backwash ~~water~~Water or ~~draining water~~Draining Water. Wastewater from any filter, scum filter, scum gutter, overflow, pool emptying line, or similar apparatus shall discharge into an approved type of receptor and subsequently into a public sewer. The flood level rim of such receptor shall be at least ~~six~~ (6) inches above the Design Flood Elevation (~~DFE~~) indicated in the Flood Insurance Rate Map as printed by the Federal Emergency Management Agency's Flood Insurance Rate Map (~~FIRM~~). Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge

through an air gap.

Section 15.09.350 Deletion of Sections ~~320321~~.2 and ~~320321~~.3.

Section 15.09.350 is amended to read as follows:

Sections ~~320321~~.2 and ~~320.2321.3~~ are deleted in their entirety.

Section 15.09.360 Amendment to Section ~~324322~~.

Section ~~324322~~ is deleted in its entirety and replace with the following:

Section ~~324322~~.1 General. –The provision of Section ~~324322~~.2 shall apply to lighting for residential pools and spas.

Section ~~324322~~.2 Residential ~~pool~~Pool and ~~deck illumination~~Deck Illumination. Where lighting is installed for, and in, residential pools and permanent residential spas, such lighting shall be installed in accordance with California Electrical Code.

Section 15.09.370 Deletion and Rename of Chapter 4.

Chapter 4 is deleted in its entirety and renamed to read as follows:

Chapter 4 Reserved.

Section 15.09.380 Deletion and Rename of Chapter 5.

Chapter 5 is deleted in its entirety and renamed to read as follows:

Chapter 5 Reserved.

Section 15.09.390 Deletion and Rename of Chapter 6.

Chapter 6 is deleted in its entirety and renamed to read as follows:

Chapter 6 Reserved.

Section 15.09.400 Amendment to Section 703.1.

Section 703.1 is amended to read as follows:

Section 703.1 General. -Decks provided by the pool manufacturer shall be installed in accordance with the manufacturer's instructions. Decks fabricated on-site shall be in accordance with the California Residential Code.

Section 15.09.410 Amendment to Section 802.1.

Section 802.1 is amended to read as follows:

Section 802.1 Materials of ~~components~~Components and ~~accessories.~~Accessories. The materials of components and accessories used for permanent inground residential swimming pools shall be suitable for the environment in which they are installed. The materials shall be capable of fulfilling the design, installation and the intended use requirements in the California Residential Code.

Section 15.09.420 Amendment to Section 802.2.

Section 802.2 is amended to read as follows:

Section 802.2 Structural ~~design~~Design. The structural design and materials shall be in accordance with the California Building Code.-

Section 15.09.430 Amendment to Section 901.2.

Section 901.2 is amended to read as follows:

Section 901.2 General. -In addition to the requirements of this chapter, residential spas and residential exercise spas shall comply with the requirements of Chapter 3.

Section 15.09.440 Add Section 903.

Section 903 is added as follows:

Section 903 MATERIALS.

903.1 Pumps and ~~motors.~~Motors. Pumps and motors shall be listed and labeled for use in spas.

Section 15.09.450 Add Section 904.

Section 904 is added as follows:

Section 904 STRUCTURE AND DESIGN

904.1 ~~904.1~~ Water ~~depth~~Depth. The maximum water depth for spas shall be four (4) feet measured from the design waterline. ~~The water depth for exercise spas shall not exceed~~ six (6) feet~~, six~~ (6) inches measured from the design waterline.

904.2 ~~904.2~~ Multilevel ~~seating~~Seating. Where multilevel seating is provided, the maximum water depth of any seat or sitting bench shall be twenty (28) inches measured from the design waterline to the lowest measurable point.

904.3 ~~904.3~~ Floor ~~slope~~Slope. The slope of the floor shall not exceed one (1) unit vertical in twelve (12) units horizontal (8.3-percent slope). Where multilevel floors are provided, the change in depth shall be indicated.

Section 15.09.460 Add Section 905.

Section 905 is added as follows:

Section 905 RETURN AND SUCTION FITTINGS

905.1 ~~905.1~~ Return ~~fittings~~Fittings. Return fittings shall be provided and arranged to facilitate a uniform circulation of water and maintain a uniform sanitizer residual throughout the entire spa or exercise spa.

905.2 ~~905.2~~ Suction ~~fittings~~Fittings. Suction fittings shall be in accordance with Sections 905.2.1 through 905.2.4.

905.2.1 Testing and ~~certification~~Certification. Suction fittings shall be listed and labeled in accordance with APSP 16.

905.2.2 ~~905.2.2~~ Installation. Suction fittings shall be sized and installed in accordance with the manufacturer's

specifications. Spas and exercise spas shall not be used or operated if the suction outlet cover is missing, damaged, broken or loose.

905.2.3 ~~905.2.3~~ Outlets ~~per pump~~Per Pump. Suction fittings shall be provided in accordance with Section 310.

905.2.4 ~~905.2.4~~ Submerged ~~vacuum fittings~~Vacuum Fittings. Submerged vacuum fittings shall be in accordance with Section 310.

Section 15.09.470 Add Section 906.

Section 906 is added as follows:

Section 906 HEATER AND TEMPERATURE REQUIREMENTS

906.1 ~~906.1~~ General. This section pertains to fuel-fired and electric appliances used for heating spa or exercise spa water.

906.2 ~~906.2~~ Water ~~temperature controls~~Temperature Controls. Components provided for water temperature controls shall be suitable for the intended application.

906.2.1 Water ~~temperature regulating controls~~Temperature Regulating Controls. Water temperature regulating controls shall comply with UL 873 or UL 372. A means shall be provided to indicate the water temperature in the spa.

Exception: Water temperature regulating controls that are integral to the heating appliance and listed in accordance with the applicable end use appliance standard.

906.2.2 Water ~~temperature limiting controls~~Temperature Limiting Controls. Water temperature limiting controls shall comply with UL 873 or UL 372. Water temperature at the heater return outlet shall not exceed 140°F (60°C).

Section 15.09.480 Add Section 907.

Section 907 is added as follows:

Section 907 WATER SUPPLY

907.1 Water ~~temperature~~Temperature. The temperature of the incoming makeup water shall not exceed 104°F (40°C).

Section 9: Chapter 15.11 (Green Building Standards Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

Chapter 15.11 GREEN BUILDING STANDARDS CODE

~~Sections~~Section:

15.11.010 Adoption of the California Green Standards.-

Section 15.11.010 Adoption of the- California Green Standards Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Green Building Standards Code.

The various parts of this ~~Code~~code, along with the amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Green Standards Code.-." A copy of the ~~2022~~2025 California Green Standards Code shall be kept on file in the office of the Building Official pursuant to California Health and Safety Code Section 18942(e)(1) and made available for public inspection.

~~Section 10:~~ Chapter 15.13 (Historical Building Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

Chapter 15.13 _HISTORICAL BUILDING CODE

~~Sections:~~Section:

15.13.010 Adoption of the California Historical Building Code.

Section 15.13.010 Adoption of the California Historical Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Historical Building Code, ~~California Code of Regulations Title 24, 24 CCR~~ Part 8 and all national codes and standards referenced therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the ~~"Newport Beach Historical Building Code-."~~ A copy of the ~~2022~~2025 California Historical Building Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to ~~California~~ Health and Safety Code Section 18942(e)(1) and made available for public inspection.

~~Section 11:~~ Chapter 15.14 (Existing Building Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

Chapter 15.14_ EXISTING BUILDING CODE

~~Sections~~Section:

15.14.010- Adoption of California Existing Building Code.

Section 15.14.010 Adoption of the California Existing Building Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Existing Building Code, ~~California Code of Regulations Title 24 14 CCR~~ Part 10, Appendix A, ~~Chapter~~Chapters A-1, A-2 and A-3, and all national codes and standards referenced therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the ~~"Newport Beach Existing Building Code-."~~ A copy of the ~~2022~~2025 California Existing Building Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to ~~California~~ Health and Safety Code Section 18942(e)(1) and made available for public inspection.

~~Section 12:~~ Chapter 15.17 (Energy Code) of the Newport Beach Municipal Code is deleted in its entirety amended and renamed as follows:

Chapter 15.17_ ENERGY CODE

SectionsSection:

15.17.010- Adoption of the California Energy Code.

Section 15.17.010 Adoption of the California Energy Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the ~~2022~~2025 Edition of the California Energy Code, ~~California Code of Regulations Title 24, Part 624 CCR~~ and all national codes and standards referenced therein to the prescribed extent of each such reference.

The various parts of these codes and standards shall constitute and be known as the ~~"Newport Beach Energy Code-"~~ A copy of the ~~2022~~2025 California Energy Code, printed in code book form, shall be kept on file in the office of the Building Official pursuant to ~~California~~ Health and Safety Code Section 18942(e)(1) and made available for public inspection.

Section 13: Portions of Chapter 15. ~~19 (Electric Vehicle Charging Stations) of the Newport Beach Municipal Code are amended as follows:~~

~~Section 15.19.010 Amendment to Section 15.19.010 Purpose.~~**~~Section 15.19.010 is hereby amended to read as follows:~~**

~~The purpose of this chapter is to adopt an expedited, streamlined electric vehicle charging station permitting process that complies with Assembly Bill (AB) 1236 (Chapter 598, Statutes 2015) and Assembly Bill (AB) 970 (Chapter 710, Statutes 2021) to achieve timely and cost-effective installations of electric vehicle charging stations. The provisions of this chapter encourage the use of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electric vehicle charging stations. The provisions of this chapter further allow the City to achieve these goals while protecting the public's health, welfare and safety.~~

~~Section 15.19.060 Amendment to Section 15.19.060 Permit Review Requirements to add items I and J.~~

~~Section 15.19.060 is hereby amended by the addition of the following items:~~

~~I. The following timeline is established for the application for permits for electric vehicle charging stations.~~

~~1. An application to install an electric vehicle charging station submitted to the~~

~~Building Official shall be deemed complete if, after the applicable time period described in 15.19.060(I)(2) has elapsed, both of the following are true:~~

~~a. The Building Official has not deemed the application complete, consistent with the checklist created by the City pursuant to Section 15.19.050.~~

~~b. The Building Official has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the Building Official to complete a review limited to whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with 15.19.060(H).~~

~~2. For the purposes of 15.19.060(I)(1) "Applicable time period means" either of the following:~~

~~a. Five business days after submission of the application to the City, if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site.~~

~~b. Ten business days after submission of the application to the City, if the application is for more than 25 electric vehicle charging stations at a single site.~~

~~J. The following timeline is established for the approval for permits for electric vehicle charging stations.~~

~~1. An application to install an electric vehicle charging station shall be deemed approved if the applicable time period described in 15.19.060(J)(2) has elapsed and all of the following are true:~~

~~a. The Building Official has not administratively approved the application pursuant to 15.19.060(A).~~

~~b. The Building Official has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact upon the public health or safety or required the applicant to apply for a use permit pursuant to 15.19.060(B).~~

~~c. The Building Official has not denied the permit pursuant to 15.19.060(D).~~

~~d. An appeal has not been made to the Planning Commission pursuant to 15.19.060(E).~~

~~2. For the purposes of 15.19.060(J)(1) "Applicable time period means" either of the following:~~

~~a. Twenty business days after the application was deemed complete, if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site.~~

~~b. Forty business days after the application was deemed complete, if the application is for more than 25 electric vehicle charging stations at a single site.~~

~~Section 14: Portions of Chapter 15.50~~ (Floodplain Management) of the Newport Beach Municipal Code are amended as follows:

Section 15.50.050 Amendment to Section 15.50.050 Definitions.

Section 15.50.050 is hereby amended to ~~add~~modify the following ~~definitions~~definition:

“Substantial Improvement” Any one or more or any combination of repair reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds fifty (50) percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten (10) year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 31, 2025. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by a Code Enforcement Officer and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure; provided that the alteration will not preclude the structure’s continued designation as a historic structure.

Section 15.50.130 Amendment to 15.50.130 Designation of the Floodplain Administrator.

Section 15.50.130 is amended to read as follows:

The City Manager or their designated representative is hereby appointed to administer, implement and enforce this chapter by granting or denying development permit applications in accordance with its provisions. The Floodplain Administrator shall also:

- A. Take action to remedy violations of this chapter;
- B. Complete and submit a biennial report to Federal Emergency Management Agency; and
- C. Assure the community's General Plan is consistent with floodplain management objectives.

Section 15.50.135 Amendment to 15.50.135 Permit Review.

Section 15.50.135 is amended to read as follows:

The Floodplain Administrator or their designated representative shall review all development permits to determine:

- A. Permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
- B. All other required state and federal permits have been obtained;
- C. The site is reasonably safe from flooding;
- D. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point; and
- E. All Letters of Map Revisions for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision. Approved Conditional Letters of Map Revision allow construction of the

proposed flood control project and land preparation as specified in the “start of construction” definition.

Section 15.50.140 Amendment to 15.50.140 Review, Use of Other Base Flood Data.

Section 15.50.140 is amended to read as follows:

When base flood elevation data has not been provided in accordance with Section 15.50.070, the Floodplain Administrator, or their designated representative, shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections 15.50.200 through 15.50.250.

Section 15.50.145 Amendment to 15.50.145 Development of Substantial Improvement and Substantial Damage Procedures.

Section 15.50.145 is amended to read as follows:

The Floodplain Administrator shall:

- A. Answer to questions about substantially damaged buildings, develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage to include defining “current value of the structure.”
- B. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

Section 15.50.160 Amendment to 15.50.160 Notification of Other Agencies.

Section 15.50.160 is amended to read as follows:

- A. Alteration or Relocation of a Watercourse. The Floodplain Administrator or their designated representative shall:
 - 1. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - 2. Submit evidence of such notification to the Federal Emergency Management Agency;

3. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

B. Base Flood Elevation” ~~Elevation of flooding, including~~ Changes Due to Physical Alterations. The Floodplain Administrator or their designated representative shall:

1. Within six months of information becoming available or project completion, whichever comes first, submit or assure that the permit applicant submits technical or scientific data to Federal Emergency Management Agency for a Letter of Map Revision (“LOMR”).

2. Verify all LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision (“CLOMRs”). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

C. Changes in Corporate Boundaries. The Floodplain Administrator or their designated representative shall notify Federal Emergency Management Agency in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

Section 15.50.180 Amendment to 15.50.180 Appeals and Variance Procedure.

Section 15.50.180 is amended to read as follows:

A. The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator, in the enforcement or administration of this chapter.

B. The Planning Commission shall review and decide requests for variances. In ruling on such applications, the Planning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and future owners of the property;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity duration, rate of rise and sediment transport of the flood waters and the effects of **wave height, having a 1% chance of being equaled or exceeded in any given year.**~~action, if applicable, expected at the site; and~~
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electric, water systems, and streets and bridges.

C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing

structures constructed below the base flood level, providing all items in this chapter have been fully considered. As lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

D. ~~Upon “Design Flood Elevation” The design flood elevation shall be used to define~~ consideration of the factors set forth in Section 15.50.190 and the purposes of this chapter, the Planning Commission may attach conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

E. Those aggrieved by the decision of the Planning Commission may appeal such decision to the City Council as provided in Title 20. A member of the City Council may call for review any decision of the Planning Commission under this chapter as provided in Title 20.

F. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency in the biennial report.

Section 15.50.220 Amendment to 15.50.220 Standards for Development and Subdivisions.

Section 15.50.220 is amended to read as follows:

All preliminary development and subdivision proposals shall identify the flood hazard areas. ~~At a minimum, the design flood elevation shall be the higher of the following:~~

A. ~~1. The base flood elevation at the depth of peak area and elevation of flooding, including wave height, that has a 1-percent (100-year flood) or greater chance of being equaled or exceeded in any given year plus one foot of freeboard~~ the base flood.

~~2. The All final development and subdivision plans will provide the elevation of the design flood associated with the area designated on a flood hazard map adopted by the community, or otherwise legally designated.~~ proposed structure(s) and pad(s). If the site is filled

~~Section 15.50.070 Amendment to Section 15.50.070 Basis for Establishing the Areas of Special Flood Hazard.~~

~~Section 15.50.070 is hereby amended to read as follows:~~

~~The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Orange County, California and Incorporated Area” dated revised March 21, 2019, with accompanying Flood Insurance Rate Maps (FIRMs), dated revised March 21, 2019, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS, and all subsequent amendments and/or revisions, and attendant mapping are the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter, and which are recommended to the City Council by the Floodplain Administrator. The FIS and the FIRMs are on file at the Office of the Community Development Department at 100 Civic Center Drive, Newport Beach, California 92660.~~

~~Section 15.50.200 Amendment to Section 15.50.200 Standards of Construction.~~

~~Section 15.50.200 is hereby amended to read as follows:~~

~~In all areas of special flood hazards, all new construction, all substantial improvements of structures, including, but not limited to, a structure used for a residential or nonresidential use, or any manufactured home, shall meet the following standards:~~

~~A. Anchoring. Adequate anchoring to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.~~

~~B. Construction Materials and Methods.~~

~~1. With materials and utility equipment resistant to flood damage;~~

~~2. Using methods and practices that minimize flood damage;~~

~~3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and~~

~~4. For AH or AO Zones, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.~~

~~C. Elevation and Floodproofing.~~

~~1. Residential construction shall have the lowest floor, including basement:~~

- ~~a. In an AO Zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM plus 1-foot of freeboard, or elevated at least two feet above the highest grade if no depth number is specified.~~
- ~~b. In an unnumbered A Zone, elevated to or above the design flood base flood, the final pad elevation, as determined by the City.~~
- ~~c. Coastal High Hazard Zones, VE and Coastal A Zones, shall also comply with the requirements of Section 15.50.230~~
- ~~d. In all other zones, elevated to or above the design flood elevation per Section 15.50.070.~~
- ~~e. Fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must exceed the following minimum criteria:~~
 - ~~i. Be certified by a registered professional engineer or architect to comply with a local floodproofing standard approved by the Federal Emergency Management Agency; or~~
 - ~~A. ii. Have a minimum of two openings on different sides of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding where the enclosed area is measured on the exterior of the enclosure walls. The bottom of all openings shall be no higher than one foot above the higher of the final interior grade or floor and the finished exterior grade immediately under each opening. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of flood water. Openings shall be permitted to be installed in doors and windows; doors and windows without installed openings do not meet the requirements of this section.~~

~~f.B. Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification or verification shall be~~ and provided to the Floodplain Administrator.

~~2. Nonresidential Construction. Nonresidential construction shall either be elevated to conform with subsections (C)(1)(a), (b) and (c) of this section or together with attendant utility and sanitary facilities:~~

~~a. Be floodproofed below the elevation recommended under subsections (C)(1)(a), (b) and (c) of this section so that the structure is watertight with walls substantially impermeable to the passage of water;~~

~~b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and~~

~~c. Be certified by a registered professional engineer or architect that the standards of this section are satisfied. Such certification shall be submitted to the Floodplain Administrator.~~

~~C. 3. Manufactured Homes. Manufactured~~ All development and subdivision proposals shall be consistent with the need to minimize flood damage.

~~D. All development and subdivision proposals shall have public utilities and facilities such as sewer, gas, electric and water systems located and constructed to minimize flood damage.~~

~~E. All development and subdivisions shall provide adequate drainage to reduce exposure to flood hazards.~~

~~A development permit shall be obtained before any construction begins on a development or a subdivision, including manufactured homes that are placed or substantially improved shall be elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.~~

~~F. D. Required Submittals. Before construction begins,~~ within any area of special flood hazards established in Section 15.50.070, application. Application for a buildingdevelopment permit shall be made ~~pursuant to the Newport Beach Administrative Code,~~

~~adopted in Section 15.02.010. In addition to submittals required~~ on forms furnished by the ~~Newport Beach Administrative Code, drawings~~ City Manager or their designated representative and shall ~~show the nature~~, include but not be limited to: plans in duplicate, drawn to scale showing: the location, dimensions, and elevations of each ~~structure~~ existing or proposed structure within the development or subdivision; existing and proposed grades, and drainage facilities. Specifically, the following information is required:

- ~~1.~~ 4. Proposed locations of water supply, sanitary sewer, and other utilities;
2. Location of the regulatory floodway when applicable;
3. Base flood elevation; information as specified in Section 15.50.070;
4. Proposed elevation, in relation to North American Vertical Datum of 1988 ("NAVD"), as determined by a licensed land surveyor or registered civil engineer, of the lowest floor (including basement) of all structures;
- ~~5.~~ 2. Proposed elevation, in relation to NAVD, of the lowest floor (including basement) of all structures;
6. Proposed elevation, in relation to NAVD, to which any nonresidential structure will be flood-proofed, as required under Section 15.50.200(C)(2) and detailed in Federal Emergency Management Agency Technical Bulletin TB 3-93, which Bulletin is incorporated herein by this reference as though fully set forth;
7. Certification from a registered civil engineer or architect that the nonresidential floodproofed; building meets the floodproofing criteria in Section 15.50.200(C)(2)(c);
- ~~8.~~ 3. All appropriate certifications listed in Section 15.50.150;
- ~~9.~~ 4. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development; and

~~5.~~ Plans for any walls to be used to enclose space below the base flood levels.

~~10. E. Floodways. Encroachments, including fill, new construction, substantial improvements, level, and other development within floodways are prohibited, unless it has~~

~~11. Provide certification that all necessary permits have been demonstrated to~~ obtained from Federal, State, and local governmental agencies from which prior approval is required.

~~NOTE: It is the satisfaction of the~~ developer's responsibility to obtain these approvals.

~~G. The Floodplain Administrator through hydrologic and hydraulic analysis performed~~ shall:

~~1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;~~

~~2. Review the developer's certification that all other required State and certified by a registered civil engineer in accordance with standard engineering practice~~ Federal permits have been obtained;

~~3. Review all development permits to determine that the proposed encroachment will development does not result in any increase in flood levels during the occurrence of adversely affect the carrying capacity of areas where base flood discharge.~~ elevations have been determined but a floodway has not been designated;

~~Section 15.50.210 Amendment to Section 15.50.210 Standards for Utilities~~ Review all development permits in =

~~Section 15.50.210 is hereby amended to read as follows:~~

~~A. All new and replacement electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding using the following minimum requirements or similar methods:~~

~~1. Electrical service conduits and cables below the design flood elevation~~

~~shall be waterproofed or conform to the provisions of the electrical code for wet locations.~~

~~2. Panelboards, load centers, main disconnect switches, and all circuit breakers shall be located above and be accessible from above the Design Flood Elevation.~~

~~3. Plumbing systems and components, including plumbing fixtures, shall be elevated above the design flood elevation. The openings shall be protected with automatic backwater valves or other automatic backflow devices. Devices shall be installed in each line that extends below the design flood elevation to prevent release of sewage into floodwaters and to prevent infiltration by floodwaters into the plumbing.~~

~~4. Ductwork and ductwork insulation shall be at or above the design flood elevation unless designed, constructed, and installed to resist all flood-related loads and to prevent floodwater from entering or accumulating within the ductwork.~~

~~5. Air intake openings and exhaust outlets shall be at or above the design flood elevation.~~

~~6. All elevator components shall be located above the design flood elevation.~~

~~B. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.~~

~~C. On-site waste disposal systems shall be located above the design flood elevation to avoid impairment to them or contamination from them during flooding.~~

~~Section 15.50.230 Amendment to Section 15.50.230 Coastal High Hazard Areas.~~

~~Section 15.50.230 is hereby amended to read as follows:~~

~~Within coastal high hazard areas, Zones V, V1-30, and VE, as delineated in the FIS and FIRM, the following standards shall apply:~~

~~A. All new residential and nonresidential construction, including substantial improvement/damage, and manufactured homes shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the bottom of the lowest horizontal structural members of the lowest floor (excluding the pilings and columns) is elevated to or above the design flood elevation. The pile or column foundation and structure attached thereto is~~

~~anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by the California Building Code.~~

~~B. All new construction and other development shall be located on the landward side of the reach of mean high tide.~~

~~C. All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in Section 15.50.050. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage. Elevator shafts in Coastal High Hazard Areas and Coastal A Zones are not required to have breakaway walls and shall comply with FEMA Technical Bulletin 4, Elevator Installation (latest edition).~~

~~D. Fill shall not be used for structural support of buildings.~~

~~4. E. Manmade alteration of~~ area of the area of special flood hazard to determine if the proposed development alters sand dunes which would so as to increase potential flood damage is prohibited.

~~F. The Floodplain Administrator shall obtain and maintain the following records:~~

~~1. Certification by a registered engineer or land surveyor that a proposed structure complies with subsection (A) of this section;~~

~~2. The elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.~~

~~5. Review all development permits to determine whether proposed building sites will be reasonably safe from flooding; and~~

~~6. Take action to remedy violations of this chapter.~~

Attachment D

Draft Resolution – Adopting Findings to the
Amendments to the California Fire Code

RESOLUTION NO. 2025-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, SETTING FORTH FINDINGS BASED ON LOCAL CONDITIONS WITHIN THE CITY OF NEWPORT BEACH WHICH MAKE CERTAIN MODIFICATIONS AND CHANGES TO THE 2025 EDITION OF THE CALIFORNIA FIRE CODE AND THE 2025 EDITION OF THE CALIFORNIA WILDLAND URBAN INTERFACE CODE AS REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS

WHEREAS, Health and Safety Code Section 17958 mandates that the City of Newport Beach ("City") adopt ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State of California ("State") pursuant to Health and Safety Code Section 17922;

WHEREAS, the State is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the 2025 Edition of the California Fire Code based on the 2024 International Fire Code of the International Code Council;

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications or changes to the 2025 Edition of the California Fire Code and the 2025 Edition of the Wildland-Urban Interface Code which are reasonably necessary because of local climatic, geographic, or topographic conditions;

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, make express findings that such changes or modifications are needed due to local climatic, geographic, or topographic conditions;

WHEREAS, the Fire Code Official has recommended that changes and modifications be made to the 2025 Edition of the California Fire Code and the California Wildland-Urban Interface Code and has advised that these changes and modifications to the 2025 Edition of the California Fire Code and the 2025 Edition of the Wildland-Urban Interface Code are reasonably necessary due to local conditions in the City and has further advised that the remainder of said changes and modifications are administrative or procedural in nature; and

WHEREAS, a copy of this resolution together with the ordinance adopting the 2025 Edition of the California Fire Code and the 2025 Edition of the Wildland-Urban Interface Code shall be filed with the California Building Standards Commission and the California Department of Housing and Community Development by the City Clerk of the City as required by Health and Safety Code Section 17958.7.

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

SECTION 1: The City Council does hereby approve the following changes and modifications to the 2025 Edition of the California Fire Code and the 2025 Edition of the Wildland-Urban Interface Code as recommended by the Fire Code Official as necessary due to local climatic, geographic, or topographic conditions:

| CALIFORNIA FIRE CODE SECTIONS | JUSTIFICATION/EXPRESS FINDINGS |
|--|---------------------------------------|
| 202 (Definitions) | a, b, c, d, e, f, g, h, i |
| 305 (Ignition Sources) | a, b, c, i |
| 307.4.2.1 (Recreational Beach Fires) | a, b, c, i |
| 308.1.1.1 (Fireplace) | a, e, i |
| 308.1.7 (Sky Lanterns) | a, b, c, i |
| 324 (Geological Surveys) | d, e, f, g, h |
| 503.2.1 (Dimensions) | a, b, c, d, e, f, g, h |
| 503.2.4 (Turning Radius) | a, b, c, d, e, f, g, h |
| 503.2.5 (Dead Ends) | a, b, c, d, e, f, g, h |
| 503.2.7 (Grade) | a, b, c, d, e, f, g, h |
| 503.4.1 (Traffic Calming Devices) | a, b, c, d, e, f, g, h |
| 503.6 (Vehicle Access Gates) | a, b, c, d, e, f, g, h |
| 505.1.1 (Premises Identification) | a, b, c, d, e, f, g, h |
| 506.3 (Key Box Contents) | a, b, c, d, e, f, g, h, i |
| 510.1 (Emergency Responder Communications Enhancement Systems in New Buildings.) | a, b, c, d, e, f, g, h |
| 510.4.2.2 (Technical Criteria) | a, b, c, d, e, f, g, h, i |
| 510.5.2 (Approval Prior to Installation) | a, b, c, d, e, f, g, h |
| 510.5.3 (Minimum Qualification of Personnel) | a, b, c, d, e, f, g, h |

| | |
|---|---------------------------------------|
| 510.5.4 (Acceptance Test Procedure) | a, b, c, d, e, f, g, h |
| 510.6.1 (Testing and Proof of Compliance) | a, b, c, d, e, f, g, h |
| 511.1 (Building Information) | a, b, c, d, f, h |
| 903.2 (Where Required) | a, b, c, d, e, f, g, h, i |
| 903.2.8 (Group R) | a, b, c, d, e, f, g, h, i |
| 903.3 (Installation Requirements) | a, b, c, d, e, f, g, h, i |
| 907.1.6 (System Design) | a, b, c, d, e, f, g, h, i |
| 912.1.1 (Installation) | a, b, c, d, e, f, g, h, i |
| 912.2 (Location) | a, b, c, d, e, f, g, h, i |
| 1203.1.1.1 (Emergency Power Outlets) | d, e, f |
| 3603.6 (Berthing and Storage) | e, f, g, h |
| 3603.6.1 (Multiple Berthing and Vessel Rafting) | e, f, g, h |
| 3603.6.2 (Permitted Multiple Berthing) | e, f, g, h |
| 3604.1 (General) | e, f, g, h |
| 3604.2 (Standpipes) | e, f, g, h |
| 5003.12 (Outdoor Control Areas) | a, b, c, d, e, f, g, h |
| 5004.1.1 (Maximum Quantity On Site) | a, b, c, d, e, f, g, h |
| 5601.1.2 (Explosive Materials Terminals) | a, b, c, i |
| 5601.1.3 (Fireworks) | a, b, c, i |
| 5601.2.2 (Sale and Retail Display) | a, b, c, i |
| 5704.2.11.1 (Underground Tanks.) | a, b, c, i |
| 5706.4 (Bulk Plants or Terminals) | a, b, c, i |
| B105.2 (Fire-Flow Requirements) | a, b, c, d, e, f, g, h, i |
| CALIFORNIA WILDLAND URBAN INTERFACE CODE | JUSTIFICATION/EXPRESS FINDINGS |
| 101.3.1 (Application) | a, b, c |
| 101.3.1.1 (Application Date and Where Required) | a, b, c |
| 202 (Definitions) | a, b, c |

| | |
|--|---------|
| 303.3 (Fuel Modification Zone) | a, b, c |
| 501.1 (Scope) | a, b, c |
| 503.1 (General) | a, b, c |
| 504.11.5 (Miscellaneous Structures Located 3 Feet or More but Less Than 50 Feet. | a, b, c |
| 602.4 Fuel Modification Plans | a, b, c |
| 604.6 Maintenance of Fuel Modification Zones | a, b, c |
| 604.7 (Combustible Construction Prohibited) | a, b, c |
| Appendix A - Adoption of Appendix A in its Entirety Except Sections A-102.3 – A102.3.2.2 | a, b, c |

- a. The City of Newport Beach (“City”) is located in an area subject to a climatic condition of high winds. This environment is conducive to rapidly spreading fires. Control of such fires requires a rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, the amount of wind force at 60 ft. above the ground puts rescue personnel at increased risk of injury when they are using aerial-type firefighting apparatus above this height.
- b. The City is located in a seismically active area. The public water system may be damaged after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above.
- c. Due to the geographic conditions of widespread development separated by waterways and the street congestion caused by local geography, and due to the seismic activity and the expected infrastructure damage inherent in a seismic hazard zone, it is prudent to rely on automatic fire sprinkler systems to mitigate extended Fire Department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure.
- d. Many areas of Newport Beach have developments abutting wildland and canyons with significant growths of vegetation of a highly combustible nature, classified as Very High Fire Hazard Severity Zones.

- e. The City, especially the foothill areas, is geographically located in an area periodically subject to high temperature dry Santa Ana wind conditions of high velocity. Moreover, the topographical conditions of the foothill areas and canyons contained therein tend to accelerate the periodic high velocity winds by means of a venturi effect. The use of non-rated or special purpose roofing materials as roof coverings within the City may create an inordinate fire hazard during periods of high velocity winds when fire may spread across buildings with roof coverings of non-rated combustible materials.
- f. Embers from chimneys without spark arresters within the City, including the foothill areas, coupled with the climatic, topographic and geographic conditions described herein above, may permit the throwing of sparks, embers and cinders upon non-rated and special purpose roofing material roofs during periods of high velocity winds, thereby creating a fire hazard which in turn may spread throughout areas where the roofs of structures are covered with wood shakes and shingles.
- g. The City is subject to seismic activity which may result in damage to existing structures that do not comply with current code. Repair of earthquake damage according to California Existing Building Code requires upgrading the existing building to a standard higher than that to which it was built, which creates a financial hardship for the building owner to repair an earthquake-damaged structure or strengthen it prior to a seismic event. The California Existing Building Code provides a reasonable performance standard for strengthening and repair of structures. The Federal Emergency Management Agency ("FEMA") requires adoption of performance standards for the repair of damaged structures as a condition of financial assistance after disasters.
- h. The City is located in a seismically active area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. Regional planning for reoccurrence is recommended by the State of California, Department of Conservation. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The City contains coastal bluffs and hilly areas subject to landslides, earth induced landslides and it has coastal areas subject to

flooding and liquefaction.

- i. The City has coastal and bay front areas with sandy soils and a shallow water table at the same elevation as bay water elevation which fluctuates with the tide. Sandy soils and high ground water level may cause the soils to liquefy during a seismic event.
- j. The City contains low lying coastal areas subject to flooding from sustained rain with tides which hinder drainage to the bay. Certain other areas such as Balboa Island are subject to water surges from drainage through back bay. Other oceanfront areas are subject to flooding from storm-driven high waves which run up and overtop coastal beach berms. West a is subject to flooding from the Santa Ana River and storm events with tides. The City participates in the National Flood Insurance Program and has adopted a FEMA-required flood management ordinance with flood mitigation measures including construction requirements contained in Newport Beach Municipal Code Chapter 15.50.
- k. Newport Beach is located in Southern California and can be subject to air pollution, water and power shortages, climate change, and potential pollution of bay water.
- l. Due to the geographic conditions of widespread development separated by waterways and the street congestion caused by local geography.
- m. The City is a Charter City, therefore, topographical, geographical and climatic conditions are not required to amend the administrative provisions within the code.
- n. City does not have jurisdiction over Public Pools. The enforcing agencies for Public Pools are the California Department of Public Health and the local health agency, County of Orange Health Care Agency, per Health and Safety Code Sections 116050 and 131200 and Chapter 1, Division 1, Section 1.7 of the California Building Code.

Section 2: 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 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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 9th day of September 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment E

Draft Ordinance – Adopting the California Fire Code

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING TITLE 9 (FIRE CODE) OF THE NEWPORT BEACH MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA FIRE CODE, WITH LOCAL AMENDMENTS

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 ("State");

WHEREAS, pursuant to Health & Safety Code Sections 17922 and 18935, the State of California Building Standards Commission ("BSC") has approved the adoption of new model codes relating to design and construction for the protection of life and property;

WHEREAS, the 2025 Edition of the California Fire Code ("CFC") is based on the 2024 International Fire Code. The CFC published by the BSC in Title 24, Part 9 of the California Code of Regulations must be in effect by January 1, 2026. To include local amendments and enhance life safety and property protection, the City must complete its adoption process thirty (30) days prior to implementation. The adoption of the 2025 CFC into the Newport Beach Municipal Code ("NBMC") provides for an orderly administration of the 2025 CFC by the City's Building Official and Fire Code Official;

WHEREAS, local jurisdictions may amend the California Building Standards Code, which includes the 2025 CFC, as necessary to mitigate differences caused by local topographical, geographical, and climatic conditions. In accordance with California Health and Safety Code Section 17958.7, any modifications made via local ordinance must be filed, along with the findings thereto, with the BSC. These local changes will be incorporated into Title 9 of the NBMC;

WHEREAS, to aid in efficiency and clarity, portions of Title 9 are amended in their entirety as indicated in this ordinance and replaced with each of these modifications to the State code that are correlated with the findings in Resolution No. 2025-59 adopted by the City Council of the City on September 9, 2025. When approved, the ordinance and accompanying resolution will be forwarded to the BSC and the California Department of Housing and Community Development as required by state law;

WHEREAS, all prior references to the former Newport Beach Fire Code shall be construed to apply to the corresponding provisions of the Newport Beach Fire Code contained herein; and

WHEREAS, the 2025 Edition of the California Fire Code is similar to the 2022 version; the attached ordinance contains similar provisions as adopted by the City Council in 2022. Staff has taken the opportunity to review existing amendments in detail and some modifications are recommended.

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

Section 1: Chapter 9.04 of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

Chapter 9.04
FIRE CODE*

Sections:

- 9.04.010 Adoption of the 2025 California Fire Code.
- 9.04.020 Amendment of Section 110.6 Overcrowding.
- 9.04.030 Amendment of Section 113.4 Violation Penalties.
- 9.04.040 Amendment of Section 114.4 Failure to Comply.
- 9.04.050 Amendment to Section 202 Definitions.
- 9.04.060 Amendment to Section 305 Ignition Sources.
- 9.04.070 Amendments to Section 307.4.2 Recreational Fires.
- 9.04.080 Amendments to Section 308.1.1 Where Prohibited.
- 9.04.090 Amendments to Section 308.1.7 Sky Lanterns.
- 9.04.100 Addition of Section 324 Geological Surveys.
- 9.04.110 Amendments to Section 503.2.1 Dimensions.
- 9.04.120 Amendments to Section 503.2.4 Turning Radius.
- 9.04.130 Amendments to Section 503.2.5 Dead Ends.
- 9.04.140 Amendments to Section 503.2.7 Grade.
- 9.04.150 Amendments to Section 503.4.1 Traffic Calming Devices.
- 9.04.160 Amendments to Section 503.6 Security Gates.
- 9.04.170 Amendments to Section 505.1.1 Premises Identification.
- 9.04.180 Amendments to Section 506 Key Box Contents.
- 9.04.190 Amendments to Section 510.1 Emergency Responder Communications Enhancement Systems in New Buildings.
- 9.04.200 Reserved.
- 9.04.210 Amendments to Section 510.4.2.2 Technical Criteria.
- 9.04.220 Amendments to Section 510.5.2 Approval Prior to Installation.

- 9.04.230 Amendments to Section 510.5.3 Minimum Qualifications of Personnel.
- 9.04.240 Amendments to Section 510.5.4 Acceptance Test Procedure.
- 9.04.250 Amendments to Section 510.6.1 Testing and Proof of Compliance.
- 9.04.260 Addition of Section 511.1 Building Information.
- 9.04.270 Amendments to Section 903.2 Where Required.
- 9.04.280 Amendments to Section 903.2.8 Group R.
- 9.04.290 Amendments to Section 903.3 Installation Requirements.
- 9.04.300 Amendments to Section 907.1 General.
- 9.04.310 Amendments and Additions to Section 912.1 Fire Department Connections.
- 9.04.320 Amendments to Section 912.2 Location.
- 9.04.330 Amendments to Section 1203.1.1 Stationary Generators.
- 9.04.340 Reserved.
- 9.04.350 Amendments to Section 3603.6 Berthing and Storage.
- 9.04.360 Amendments to Section 3604.1 General.
- 9.04.370 Amendments to Section 3604.2 Standpipes.
- 9.04.380 Reserved.
- 9.04.390 Amendments to Section 5003.12 Outdoor Control Areas.
- 9.04.400 Amendments to Section 5004.1 Scope.
- 9.04.410 Amendments to Section 5601.1.2 Explosive Material Terminals.
- 9.04.420 Amendments to Section 5601.1.3 Fireworks.
- 9.04.430 Amendments to Section 5601.2.2 Sale and Retail Display.
- 9.04.440 Amendments to Section 5704.2.11.1 Underground Tanks.
- 9.04.450 Amendments to Section 5706.4 Bulk Plants or Terminals.
- 9.04.460 Amendments to Appendix B Fire-Flow Requirements for Buildings.
- 9.04.470 Fire Hazard Severity Zone.

Section 9.04.010 Adoption of the 2025 California Fire Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the California Fire Code 2025 Edition, and the whole thereof including the matrix adoption tables for each chapter, and Appendices B, BB, C, CC, E, F, G, I and N, and all national code and standards referenced therein, based on the 2024 International Building Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Fire Code." A copy of the 2025 Fire Code, printed in code book form, shall be kept on file in the office of the fire code official and building official and made available for public inspection.

Section 9.04.020 Amendment of Section 110.6 Overcrowding.

Section 110.6 Overcrowding is amended to read as follows:

1010.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official or their designee, on finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or on finding any condition that constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected. The supervisor of each place of assembly shall have an effective system to keep count of the number of occupants present in the assembly area.

Section 9.040.030 Amendment of Section 113.4 Violation Penalties.

Section 113.4 is amended to read as follows, with all related subsections remaining unchanged unless specifically modified by this ordinance:

113.4 Violation Penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty and liable in accordance with the Newport Beach Municipal Code.

Section 9.040.040 Amendment of Section 114.4 Failure to Comply.

Section 114.4 is amended to read as follows:

Section 114.4 Failure to Comply. Any person who continues work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to criminal prosecution, a fine in accordance with the Newport Beach Municipal Code Title One 1.04.010 "Violation, Penalties and Enforcement," injunctive relief and/or any other judicial remedy available pursuant to state or federal law

Section 9.040.050 Amendment to Section 202 Definitions.

Section 202 is amended to add the following definitions to read as follows:

CUL-DE-SAC: A street closed at one end, with a circular terminus at the closed end to allow vehicles to turn around.

DEFENSIBLE SPACE: Defensible space is an area either natural or man-made, where plant materials and natural fuels have been treated, reduced, or modified to slow the rate and intensity of an advancing wildfire, and to create an area for firefighters to suppress fire and protect structure(s).

DOCK: A structure linked to the shoreline to which a vessel may be secured. A dock may be fixed to the shore or fixed on pilings, or may float in the water.

FUEL MODIFICATION PLAN: An approved plan which identifies specific fuel modification zones within a property are subject to fuel modification. Fuel modification plans show the area and location of all hardscape/softscape improvements and fuel modifications necessary to achieve the minimum acceptable level of risk to structures from fires in combustible vegetation.

FUEL MODIFICATION ZONE: A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with structures. Vegetation includes native and ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total replacement of existing plants with adequately spaced drought-tolerant and fire-resistant species, and thinning of existing native or ornamental species.

HAZARD REDUCTION ZONE: Any geographical area designated by the Fire Chief in which structures directly abut a wildland space on one or more sides.

LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE:

A geographical area designated in accordance with California Government Code Section 51179, and by ordinance adopted by the City Council, which contains the type and condition of vegetation, topography,

climate and structure density which potentially increases the possibility of uncontrolled fire spread through vegetative fuels threatening life or property. For the purposes of this code, Local Agency Very High Fire Hazard Severity Zones shall be considered to be Very High Fire Hazard Severity Zones as defined in Government Code Section 51179.

WILDLAND FUELS: Any combustible material in a wildland area.

9.04.060 Amendment to Section 305 Ignition Sources.

Section 305 is amended by adding the following:

305.6 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, or is located within 10 feet (3.048 m) of a chimney outlet, shall be cut down and removed by the property owner or responsible person. Vegetation modification requirements in wildland-urban interface areas shall be in accordance with Section 4901 et seq. of this code.

305.7 Clearance of Brush or Vegetation Growth from Roadways. The fire code official is authorized to cause areas within ten (10) feet (3.048 m) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic to be free of flammable vegetation and other combustible growth.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

305.8 Abatement.

305.8.1.1 Authority to Declare Nuisance and Abate. If and when the fire code official determines that uncontrolled or high weeds, brush, plant material, fire hazards, or other items prohibited under this code increase the danger of fire and thus constitutes a fire hazard, the fire code official may, by written notice, direct the removal thereof by following the procedures outlined in Title 10, Chapter 10.48 of the Newport Beach Municipal Code. As authorized by Chapter 10.48, the City may take further action which may include: (1) the City, or its contractor, may enter upon

the parcel of land and remove or otherwise eliminate or abate the hazard; (2) that upon completion of such work the cost thereof, including Nuisance Abatement Services, can be billed to the property owner or responsible person, or can become a special assessment against that parcel; and (3) that upon City Council confirmation of the assessment and recordation of that order, a lien may be attached to the parcel to be collected on the next regular property tax bill levied against the parcel.

305.8.1.2 Emergency Private Property Abatement. When in the opinion of the fire code official a substandard structure or substandard property is an immediate hazard to life and property, and the fire code official makes written findings to the effect that abatement of such a fire hazard requires immediate action, the fire code official may then cause such work to be done to the extent necessary to eliminate the hazard. At least twenty-four (24) hours prior to the abatement, the fire code official shall attempt to contact the property owner or responsible person to inform the property owner or responsible owner of the work to be done and request their assistance or immediate voluntary removal of the hazard. After the work is performed, the fire code official shall post a notice and mail to the property owner or responsible person information regarding the nature of the work performed. Any individual aggrieved by the action of the fire code official under this section, may appeal the determination as provided in Section 15.80 of the Newport Beach Municipal Code.

305.8.1.3 Abatement costs. The costs involved in the correction of the substandard conditions and fire hazards pursuant to Section 305.8.1.2 of this chapter shall become a special assessment against the property. In addition to the above costs, an administrative processing fee established by resolution of the City Council shall be assessed against each parcel for City incurred costs associated with abatement. An additional inspection fee shall be established by resolution of the City Council for charges related to inspection services for vegetation hazard identification. The schedule for such fees shall be maintained on file in the Office of the City Clerk.

The fire code official shall notify, in writing, all parties concerned of the amount of such assessment related to work performed in accordance with Government Code Section 38773.5. The property owner or responsible person may appeal the fire code official's assessment by sending a written appeal to the fire code official within fifteen (15) calendar days of the

mailing of the notice. Any appeal regarding the reasonableness of the assessment of costs shall be heard by the Fire Chief. The decision of the Fire Chief shall be final.

If the total assessment determined as provided for in this section is not paid within thirty (30) calendar days after mailing of such notice or after a decision has been rendered on any appeal, the property owner or responsible person shall be billed. If unpaid, such charges shall be placed as a special assessment on the tax bill for the property pursuant to the procedures set forth in Section 38773.5 of the Government Code which is incorporated herein by this reference.

305.8.1.4 Other Abatement Procedures. The provisions of this ordinance shall not in any manner limit or restrict the City from enforcing City ordinances or abating public nuisances in any other manner provided by law.

9.04.070 Amendments to Section 307.4.2 Recreational Fires.

Section 307.4.2 is amended by adding the following:

307.4.2.1 Beach, Camp, and Recreational Fires. No person shall make, set, or maintain any beach or camp/recreational fire at any beach, park, or other public place within the City except in areas where proper containers are provided for such fires by the City and where City signs are plainly posted indicating such fires are permissible.

9.04.080 Amendments to Section 308.1.1 Where Prohibited.

Section 308.1.1 is amended by adding Section 308.1.1:

Section 308.1.1.1 Fireplace. No fireplace that uses flammable or combustible liquid as a fuel source shall be allowed inside or outside a structure, except outside for R3 occupancy is allowed.

9.04.090 Amendments to Section 308.1.7 Sky Lanterns.

Section 308.1.7 is amended as follows:

308.1.7 Sky Lanterns. A person shall not use or release any sky lantern in the City.

9.04.100 Addition of Section 324 Geological Surveys.

Section 324 is added as follows:

SECTION 324 GEOLOGICAL SURVEYS

324.1 General. Development on or near land containing or emitting toxic, combustible or flammable liquids, gases, or vapors.

324.2 Geological surveys. The fire code official may require the submittal for review and approval of geological studies, evaluations, reports, remedial recommendations and/or similar documentation from a state-licensed and department approved individual or firm, on any parcel of land to be developed which:

1. Is within one thousand (1,000) feet (304.8 m) of a parcel of land that has an active, inactive, or abandoned oil or gas well operation, petroleum or chemical refining facility, petroleum or chemical storage;
2. May contain or give off toxic, combustible or flammable liquids, gases, or vapors; or
3. Modifies an existing system.

9.04.110 Amendments to Section 503.2.1 Dimensions.

Section 503.2.1 is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than twenty (20) feet (6.1m) and shall not be less than twenty six (26) feet (7.92 m) within thirty (30) feet (9.14 m) of a fire hydrant, except when the road passes through approved security gates in accordance with Section 503.6. Roads shall have an unobstructed vertical clearance of not less than thirteen (13) feet, six (6) inches (4.1m).

9.04.120 Amendments to Section 503.2.4 Turning Radius.

Section 503.2.4 is amended to read as follows:

503.2.4 Turning Radius. The turning radius for fire apparatus access roads shall have at least a twenty (20) feet (6.1m) inside radius and forty (40) feet (12.2m) outside radius.

Exception: Cul-de-sacs with center obstructions may require larger turning radius as approved by the fire code official.

9.04.130 Amendments to Section 503.2.5 Dead Ends.

Section 503.2.5 is amended to read as follows:

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of one hundred and fifty (150) feet (60.96 m) in length shall be provided with an approved cul-de-sac for turning around fire apparatus without backing up.

9.04.140 Amendments to Section 503.2.7 Grade.

Section 503.2.7 is amended to read as follows:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed ten (10) percent.

9.04.150 Amendments to Section 503.4.1 Traffic Calming Devices.

Section 503.4.1 is amended to read as follows:

503.4.1 Traffic Calming Devices. Any traffic calming devices in required access roadways when approved by the fire code official, shall be in accordance with the Newport Beach Public Works Department's Neighborhood Traffic Management Policy.

9.04.160 Amendments to Section 503.6 Security Gates.

Section 503.6 is amended to read as follows:

Section 503.6 Security Gates. Vehicle access gates or barriers installed across a fire apparatus access road shall be in accordance with the City's Guidelines and Standards C.01 Emergency Fire Access: Roadways, Fire Lanes, Gates, and Barriers. The minimum width of any gate or opening necessary or required as a point of access shall have at least fourteen (14) feet (4.27 m) unobstructed width. This minimum width may be increased depending on the length of the approach. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

9.04.170 Amendments to Section 505.1.1 Premises Identification.

Section 505.1 is amended by adding Section 505.1.1 to read as follows:

505.1.1 Premises Identification. All multi-unit residential and commercial buildings shall have numbers or addresses placed above or immediately adjacent to all doors that allow fire department access. In no case shall the numbers be less than six inches (152 mm) in height with a one-inch (25 mm) stroke. Address numbers shall contrast with their background, and shall be either internally or externally illuminated to be visible at night. All multi-unit residential and commercial buildings shall have numbers or addresses place above or immediately adjacent to all doors that allow fire department access.

9.04.180 Amendments to Section 506 Key Box Contents.

Section 506 is amended by adding Section 506.3 to read as follows:

506.3 Key Box Contents. When a key box is required the following types of keys shall be provided:

- A. Keys to locked points of ingress whether on the interior or exterior of the building.
- B. Keys to locked mechanical equipment rooms.
- C. Keys to locked electrical rooms.
- D. Keys to elevator controls.

E. Keys to other areas as directed by the fire code official.

9.04.190 Amendments to Section 510.1 Emergency Responder Communications Enhancement Systems in New Buildings.

Section 510.1 is amended to read as follows:

510.1 Emergency Responder Communications Enhancement Systems in New Buildings. Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new buildings. In-building, two way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the City , measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The emergency responder radio coverage system shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

9.04.200 Reserved.

9.04.210 Amendments to Section 510.4.2.2 Technical Criteria.

Section 510.4.2.2 is amended to read as follows:

510.4.2.2 Technical Criteria. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information, including:

1. The frequency range supported from the 800MHz Countywide Communications System shall be 851-824 MHz (base transmitter frequencies).

2. The frequency range supported from the 800MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. The public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.
4. All system components must be one hundred (100) percent compatible with analog and digital modulations after installation, without adjustments or modifications. The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.
5. Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.
6. All active in-building coverage devices shall be Federal Communications Commission Part 90 certified.

9.04.220 Amendments to Section 510.5.2 Approval Prior to Installation.

Section 510.5.2 is amended to read as follows:

510.5.2 Approval Prior to Installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the Federal Communications Commission shall not be installed without prior plan submittal, coordination, and approval from the Orange County Sheriff's Department Communications Division; with a copy provided to the fire and building code official.

9.04.230 Amendments to Section 510.5.3 Minimum Qualifications of Personnel.

Section 510.5.3 is amended to read as follows:

510.5.3 Minimum Qualifications of Personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid Federal Communications Commission-issued general radio operators license.
2. Certification of in-building system training issued by, a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

9.04.240 Amendments to Section 510.5.4 Acceptance Test Procedure.

Section 510.5.4 is amended to read as follows:

510.5.4 Acceptance Test Procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested by a qualified Federal Communications Commission licensed third party technician to ensure that two-way coverage on each floor of the building is not less than a minimum of ninety-five (95) percent. The test procedure shall be conducted as follows:

9.04.250 Amendments to Section 510.6.1 Testing and Proof of Compliance.

Section 510.6.1 shall be amended as follows:

510.6.1 Testing and Proof of Compliance. The owner of the building or their representative shall have the emergency responder radio coverage system inspected and tested annually or whenever structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance or set to optimize the performance of the system. In-building system components shall be tested to determine general function operability. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications, and the fire and building code official.

2. Backup batteries and power supplies shall be tested under load for a period of one (1) hour to verify that they will properly operate during an actual power outage. If within the one (1) hour test period the battery exhibits symptoms of failure, the test shall be extended for additional one (1) hour periods until the integrity of the battery can be determined.
3. All other active components shall be checked to verify operation within the manufacturer's specifications.
4. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.4, shall be submitted to Orange County Sheriff's Department Communications and the fire and building code official.

9.04.260 Addition of Section 511.1 Building Information.

Section 511.1 is added to read as follows:

511.1 Building Information. The fire code official is authorized to require a cabinet for onsite storage of pre-plans and other building information that is accessible to the fire code official.

9.04.270 Amendments to Section 903.2 Where Required.

Section 903.2 is amended to read as follows:

903.2 Where Required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the following locations: "Building Area" as used in this section shall mean gross building area enclosed within exterior walls.

1. New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds five thousand (5,000) square feet (465 m²), unless more restrictive requirements are required by other provisions of the code.

2. Existing buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when any of the following conditions exists:
 - a. When an addition is fifty (50) percent or more of the existing building area and the resulting building area exceeds five thousand (5,000) square feet (465 m²).
 - b. When an additional story is added above the second floor regardless of fire areas or allowable area.
 - c. When an addition is added and the existing building is already provided with an automatic fire sprinkler system.
 - d. More restrictive requirements are required by other provisions of the code.

9.04.280 Amendments to Section 903.2.8 Group R.

Section 903.2.8 Group R is amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. An addition when the increase in building size is 2,000 sq. ft. or more and exceeds fifty (50) percent of the area of the existing structure.
 - b. An addition, when the existing building is already provided with an automatic sprinkler system.

- c. As determined for new construction per Section 102.4.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
4. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.
5. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
6. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Sections 504.2 or 506.3 of the California Building Code, an automatic sprinkler system

installed in accordance with Section 903.3.1.3 shall be allowed in Group R-2.1 occupancies.

An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

9.04.290 Amendments to Section 903.3 Installation Requirements.

Section 903.3 is amended to read as follows:

903.3 Installation Requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through 903.3.8 and in accordance with City's Guidelines and Standards F.02 Fire Sprinkler System Design Pressure.

9.04.300 Amendments to Section 907.1 General.

Section 907.1 is amended by adding Section 907.1.6 to read as follows:

907.1.6 System Design. No building shall have more than one fire alarm panel. All fire detection and protection devices shall operate and be connected to the building fire alarm panel.

Smoke detectors connected to the alarm system shall have a visible indicator that displays the status of the detector. When a detector is located in a space above a drop ceiling, an indicating light shall be provided and plainly visible.

Exception: Smoke detectors installed with an addressable alarm system capable of showing the approximate location of all activating devices.

9.04.310 Amendments and Additions to Section 912.1 Fire Department Connections.

Section 912.1 is amended by adding Section 912.1.1 to read as follows:

912.1.1 Installation. The size of piping and the number of inlets shall be approved by the fire code official. All fire department connections shall be listed assemblies. Fire department inlet connections shall be painted

OSHA safety red unless otherwise approved by the fire code official. When the fire flow demand of a sprinkler system is 500 gpm or greater, including the interior hose stream demand if a standpipe system is installed, four (4) two and one half (2 1/2") inlets shall be provided.

9.04.320 Amendments to Section 912.2 Location.

Section 912.2 is amended to read as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the fire department connection shall be no more than one hundred (100) feet (30.48 m) from a public hydrant. When possible, the fire department connection shall be located 30 feet (9.14 m) minimum from beginning of radius for driveway approach. The location of fire department connections shall be approved by the fire code official.

9.04.330 Amendments to Section 1203.1.1 Stationary Generators.

Section 1203.1.1 is amended to add Section 1203.1.1.1 to read as follows:

1203.1.1.1 Emergency Power Outlets. Provide and install electrical outlets (120 volt, duplex) that are connected to the emergency generator circuitry/system when a generator is required by Section 1203.2 of the California Fire Code in every fire control room and in other areas as may be designated by the fire code official. Emergency outlets shall be placed in the following locations:

1. In the main exit corridor of each floor adjacent to each exit enclosure.
2. On every level in every stairwell.
3. In each elevator lobby.
4. In public assembly areas larger than 1,500 square feet.
5. In every fire control room.

6. In such other areas as may be designated by the fire code official.

9.04.340 Reserved.

9.04.350 Amendments to Section 3603.6 Berthing and Storage.

Section 3603.6 is amended by adding Sections 3603.6.1 and 3603.6.2 to read as follows:

3603.6.1 Multiple Berthing and Vessel Rafting. All vessels in marinas shall be arranged such that a vessel occupying a slip can be readily removed in an emergency without the necessity of moving other vessels.

Exceptions:

1. Tenders or dinghies may be tied to a vessel's stern without the need of an action plan providing the length of the tender or dinghy does not exceed the width of the vessel's beam.
2. Vessels with beams of less than fourteen (14) feet are permitted to have a tender or dinghy, up to a maximum of fourteen (14) feet in length, tied to the vessel's stern.

Section 3603.6.2 Permitted Multiple Berthing. A permit may be issued for multiple berthing under the following conditions:

1. Multiple berthing occurs between the hours of 0700 to 1800. An action plan must be developed by the applicant indicating:
 - a. How the vessels will be moved in the event of a fire.
 - b. The person is responsible for moving the vessels.
 - c. Where the vessels will be relocated to after 1800 hours.
 - d. How employee training and emergency communications are being provided.

2. The multiple berthing is necessary for a special event or other extenuating circumstances and will occur for a limited period of time, which shall be approved by the fire code official and per City's Guidelines and Standards A.10 Multiple Berthing and/or Rafting at Special Events.

9.04.360 Amendments to Section 3604.1 General.

Section 3604.1 is amended to read as follows:

3604.1 General. Piers, marinas, wharves, docks, and floats serving boatyards, hotels, yacht clubs, boat condominiums, docking facilities associated with residential condominiums and multiple family residences with facilities for mooring or servicing vessels, and marine motor vehicle fuel-dispensing facilities stations shall be equipped with fire protection equipment in accordance with Sections 3604.2 through 3604.6.

9.04.370 Amendments to Section 3604.2 Standpipes.

Section 3604.2 Standpipes is amended to read as follows:

3604.2 Standpipes. When any portion of a pier, marina, wharf, dock, or float is more than one hundred fifty (150) feet from a fire apparatus access road, it shall be equipped with a Class III standpipe system installed in accordance with NFPA 303 and City's Guidelines and Standards F.01. Fire Protection for Marinas, Wharfs, and Piers.

9.04.380 Reserved.

9.04.390 Amendments to Section 5003.12 Outdoor Control Areas.

Section 5003.12 is amended by adding the following subsection 5 to read as follows:

5. Outdoor control areas shall be protected against tampering or trespassers by fencing or other control measures as approved by the fire code official.

9.04.400 Amendments to Section 5004.1 Scope.

Section 5004.1 is amended by adding Section 5004.1.1 to read as follows:

5004.1.1 Maximum Quantity On Site. No person shall use or store any amount of Extremely Hazardous Substances (EHS) equal to or greater than the amounts disclosed as listed in Appendix A, Part 355, Title 40, of the Code of Federal Regulations in a residential zone or adjacent to property developed with residential uses, unless approved mitigation measures are implemented and maintained, as required by the fire code official.

9.04.410 Amendments to Section 5601.1.2 Explosive Materials Terminals.

Section 5601.1.2 is amended to read as follows:

5601.1.2 Explosive Materials Terminals. No person shall store explosives or blasting agents anywhere in the City unless the fire code official has issued a permit authorizing use and/or storage.

9.04.420 Amendments to Section 5601.1.3 Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks. No person shall store, use, sell, possess, or handle fireworks 1.4G, (commonly referred to as "Safe and Sane") and fireworks 1.3G anywhere in the City.

Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electronically fired public display when permitted by the fire code official and conducted by a licensed pyrotechnic operator.

9.04.430 Amendments to Section 5601.2.2 Sale and Retail Display.

Section 5601.2.2 is amended to read as follows:

5601.2.2 Sale and Retail Display: Persons shall not conduct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, private property, public properties anywhere in the City.

9.04.440 Amendments to Section 5704.2.11.1 Underground Tanks.

Section 5704.2.11.1 is amended by adding subsection 4 to read as follows:

4. The underground storage of flammable liquids shall be prohibited in any residential district or any residential area of a planned community district, as defined in Section 20.14.020 of the Newport Beach Municipal Code.

9.04.450 Amendments to Section 5706.4 Bulk Plants or Terminals.

Section 5706.4 is amended to read as follows:

5706.4 Bulk Plants or Terminals. Portions of properties where flammable and combustible liquids are received by tank vessels, pipelines, tank cars or tank vehicles and are stored or blended in bulk for the purpose of distributing such liquids by tank vessels, pipelines, tank cars, tank vehicles or containers are prohibited within the boundaries of the City except as permitted by the fire code official. Approved installations shall comply with Sections 5706.4.1 through 5706.4.10.4.

9.04.460 Amendments to Appendix B Fire-Flow Requirements for Buildings.

Section B105.2 of Appendix B Fire-Flow Requirements for Buildings is amended to read as follows:

B105.2 Buildings Other Than One-and Two- Family Dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow-duration for buildings other than one-and two-family dwellings, shall be as specified in Tables B105.1(1)

Exception: A reduction in required fire flow of up to fifty (50) percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1. The resulting fire flow shall not be less than 1,500 gallons per minute (5677.5 L/min.) for the prescribed duration as specified in Table B105.1(2).

9.04.470 Fire Hazard Severity Zone.

Section 9.04.070 is amended to read as follows:

Pursuant to Ordinance No. 2025-11, the City Council designated those areas identified on the map attached to the ordinance codified in this section, which is on file with the City Clerk and available electronically on the City website, as Fire Hazard Severity Zones which include Moderate, High and Very High Fire Hazard Severity Zones.

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. In the event that any part of this ordinance is found to be invalid or unconstitutional, the affected section, subsection, sentence, clause or phrase shall revert to the version that was in effect immediately prior to the adoption of this ordinance.

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. Additionally, this ordinance is exempt from the CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This ordinance itself does not authorize development that would directly result in physical change to the environment.

Section 5: Except as expressly modified in this ordinance or the ordinance adopting the Newport Beach Wildland Urban Interface Code Ordinance No. 2025-25, all other Sections, Subsections, terms, clauses and phrases set forth in Title 24, Part 9 (Fire Code) and 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 and the City Clerk shall cause the same to be published pursuant to City Charter Section 414 and California Government Code Section 50022.1 et seq. This ordinance shall take effect on January 1, 2026, pursuant to California Health and Safety Code Sections 17958 and 18941.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 9th day of September, 2025, and adopted on the 23rd day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

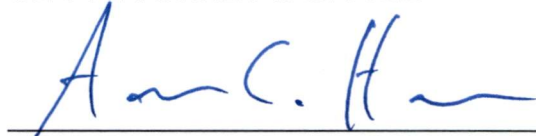
ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



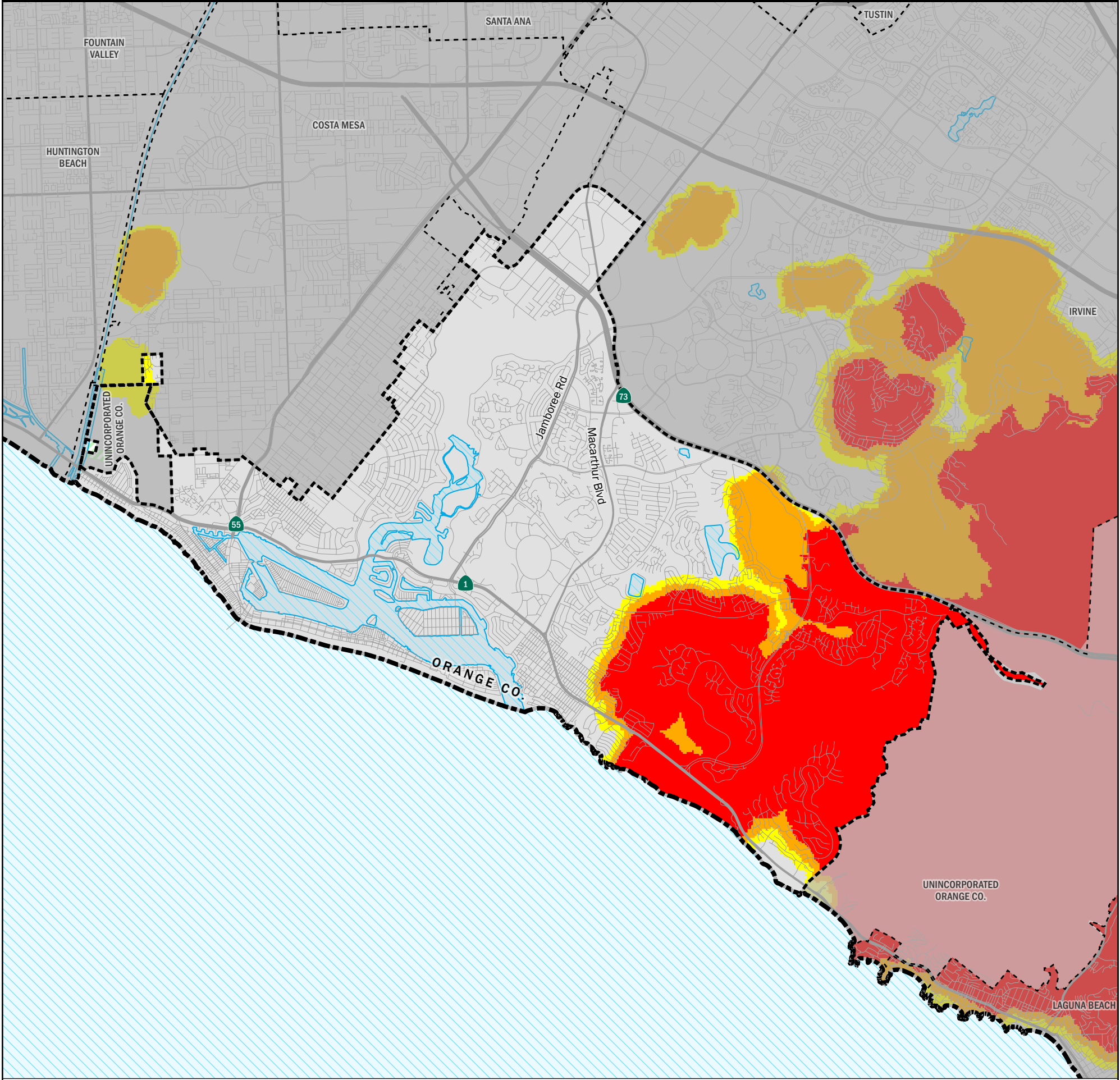
Aaron C. Harp, City Attorney

Attachment: Section 9.04.470 Local Agency Very High Fire Hazard Severity Zone Map



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:71,000 at 11" x 17"

- Incorporated City
- Unzoned LRA
- Waterbody
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

Attachment F

Draft Ordinance – Adopting the California Wildland-Urban Interface Code

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADDING CHAPTER 9.07 (WILDLAND URBAN INTERFACE CODE) TO TITLE 9 OF THE NEWPORT BEACH MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA WILDLAND URBAN INTERFACE CODE, WITH LOCAL AMENDMENTS

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 (“State”);

WHEREAS, pursuant to Health & Safety Code Sections 17922 and 18935, the State of California Building Standards Commission (“BSC”) has approved the adoption of new model codes relating to design and construction for the protection of life and property;

WHEREAS, the 2025 Edition of the California Wildland Urban Interface Code (“CWUI”) is based on the 2024 International Wildland Urban Interface Code. The CWUI published by the BSC in Title 24, Part 7 of the California Code of Regulations must be in effect by January 1, 2026. To include local amendments and enhance life safety and property protection, the City must complete its adoption process thirty (30) days prior to implementation. The adoption of the 2025 CWUI into the Newport Beach Municipal Code (“NBMC”) provides for an orderly administration of the 2025 CWUI by the City’s Building Official and Fire Code Official;

WHEREAS, local jurisdictions may amend the California Building Standards Code, which includes the 2025 CWUI, as necessary to mitigate differences caused by local topographical, geographical, and climatic conditions. In accordance with California Health and Safety Code Section 17958.7, any modifications made via local ordinance must be filed, along with the findings thereto, with the BSC. These local changes will be incorporated into Title 9 of the NBMC;

WHEREAS, to aid in efficiency and clarity, portions of Title 9 are amended in their entirety as indicated in this ordinance and replaced with each of these modifications to the State code that are correlated with the findings in Resolution No. 2025-59 adopted by the City Council of the City on September 9, 2025. When approved, the ordinance and accompanying resolution will be forwarded to the BSC and the California Department of Housing and Community Development as required by state law;

WHEREAS, all prior references to the former Newport Beach Fire Code pertaining to the Wildland Urban Interface shall be construed to apply to the corresponding provisions of the Newport Beach Wildland Urban Interface Code contained herein; and

WHEREAS, the 2025 Edition of the Wildland Urban Interface Code is similar to the 2022 version of the California Fire Code, California Building Code Chapter 7A and California Residential Code R337; the attached ordinance contains similar provisions as adopted by the City Council in 2022.

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

Section 1: Chapter 9.07 of the Newport Beach Municipal Code is hereby added to Title 9 Fire Code and shall read as follows:

**Chapter 9.07
WILDLAND URBAN INTERFACE CODE***

Sections:

- 9.07.010 Adoption of the 2025 California Wildland Urban Interface Code.
- 9.07.020 Amendment of Section 101.3.1 Application.
- 9.07.030 Amendment of Section 101.3.1.1 Application Date and Where Required.
- 9.07.040 Amendment of Section 202 Definitions.
- 9.07.050 Addition of Section 303.3 Fuel Modification Zone.
- 9.07.060 Amendment to Section 501.1 Scope.
- 9.07.070 Amendment to Section 503.1 General.
- 9.07.080 Amendments to Section 504.11.5 Miscellaneous Structures Located 3 Feet or More but Less than 50 Feet.
- 9.07.090 Addition of Section 602.4 Fuel Modification Plans.
- 9.07.100 Addition of Section 604.6 Maintenance of Fuel Modification Zones.
- 9.07.110 Combustible Construction Prohibited.
- 9.07.120 Adoption of Appendix A in its Entirety Except Sections A-102.3 – A102.3.2.2.

Section 9.07.010 Adoption of the 2025 California Wildland Urban Interface Code.

The City Council adopts and incorporates by reference, as though set forth in full in this section, the 2025 Edition of the California Wildland-Urban Interface Code, and all national code and standards referenced therein, based on the 2024 International Wildland-Urban Interface Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Wildland-Urban Interface Code." A copy of the 2025 California Wildland-Urban Interface Code, printed in code book form, shall be kept on file in the office of the fire code official and building official and made available for public inspection.

Section 9.07.020 Amendment of Section 101.3.1 Application.

Section 101.3.1 Application is amended to read as follows:

Section 101.3.1. Application is amended by deleting exception No. 5 in its entirety.

Section 9.07.030 Amendment of Section 101.3.1.1 Application Date and Where Required.

Section 101.3.1.1 Application Date and Where Required is amended to read as follows:

Section 101.3.1.1 Application Date and Where Required is amended by deleting Exception No. 2 in its entirety.

Section 9.07.040 Amendment of Section 202 Definitions.

Section 202 is amended to add the following definitions to read as follows:

FUEL MODIFICATION PLAN: An approved plan which identifies specific fuel modification zones within a property are subject to fuel modification. Fuel modification plans show the area and location of all hardscape/softscape improvements and fuel modifications necessary to achieve the minimum acceptable level of risk to structures from fires in combustible vegetation.

FUEL MODIFICATION ZONE: A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with structures. Vegetation includes native and ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total

replacement of existing plants with adequately spaced drought-tolerant and fire-resistant species and thinning of existing native or ornamental species.

UNENCLOSED COVERED STRUCTURE. Includes covered structures with a solid or open roof and no more than one side closed.

Section 9.07.050 Addition of Section 303.3 Fuel Modification Zone.

Section 303.3 is hereby added as follows:

Section 303.3 Fuel Modification Zone. A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with structures. Vegetation includes native and ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total replacement of existing plants with adequately spaced drought-tolerant and fire-resistant species and thinning of existing native or ornamental species.

Section 9.07.060 Amendment to Section 501.1 Scope

Section 501.1 is amended to read as follows:

Section 501.1 Scope. This chapter applies to building materials, systems and/or assemblies used in the exterior design and construction of buildings including one-and-two family dwellings locating with a Fire Hazard Severity Zone or Wildland Urban Interface area as defined in Section 202.

Section 9.07.070 Amendment to Section 503.1 General.

Section 503.1 is amended to read as follows:

Section 503.1 General is amended by deleting Exception No. 2 in its entirety.

Section 9.07.080 Amendment to Section 504.11.5 Miscellaneous Structures Located 3 Feet or More but Less than 50 Feet.

Section 504.11.5 is amended to read as follows:

Section 504.11.5 Miscellaneous Structure Requirements Located 3 Feet or More but Less than 50 Feet. Miscellaneous structures that require a permit and are separated from an applicable building on the same lot by a distance of more than three (3) feet but less than fifty (50) feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant construction described in Sections 504.1 – 504.11.6.

Section 9.07.090 Addition of Section 602.4 Fuel Modification Plans.

Section 602.4 is hereby added as follows:

Section 602.4 Fuel Modification Plans. Fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a building permit. The plans shall be developed using the criteria set forth in the City's Guidelines and Standards G.02 "Fuel Modification Plans and Maintenance Standard."

Section 9.07.100 Addition of Section 604.6 Maintenance of Fuel Modification Zones.

Section 604.6 is hereby added as follows:

Section 604.6 Maintenance of Fuel Modification Zones. Fuel Modification Zones not in compliance with the City's respective guidelines and standards shall constitute a fire hazard.

Section 9.07.110 Combustible Construction Prohibited.

Section 9.07.110 is amended to read as follows:

Section 9.07.110 Combustible Construction Prohibited. No attached or detached buildings, patio covers, sheds, decks, stairs, or similar structures shall be built or placed in the twenty (20) foot Zone A setback, as described in City's Guidelines and Standards G.02 "Fuel Modification

Plans and Maintenance Standard” unless completely constructed of non-combustible materials.

Section 9.07.120 Adoption of Appendix A in its Entirety Except Sections A-102.3 – A102.3.2.2

Section 9.07.120 is hereby added as follows:

Section 9.07.120 Appendix A is adopted in its entirety except Sections A-102.3 – A102.3.2.2.

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. In the event that any part of this ordinance is found to be invalid or unconstitutional, the affected section, subsection, sentence, clause or phrase shall revert to the version that was in effect immediately prior to the adoption of this ordinance.

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. Additionally, this ordinance is exempt from the CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This ordinance does not authorize development that would directly result in physical change to the environment.

Section 5: Except as expressly modified in this ordinance or the ordinance adopting the Newport Beach Fire Code Ordinance No. 2025-24, all other Sections, Subsections, terms, clauses and phrases set forth in Title 24, Part 7 (California Wildland Urban Interface Code) and 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 and the City Clerk shall cause the same to be published pursuant to City Charter Section 414 and California Government Code Section 50022.1 et seq. This ordinance shall take effect on January 1, 2026, pursuant to California Health and Safety Code Sections 17958 and 18941.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 9th day of September 2025, and adopted on the 23rd day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

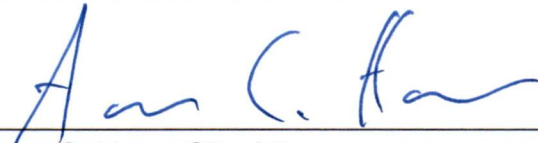
ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp, City Attorney

Attachment G

Redline of California Fire Code Amendments

Section 1: Chapter 9.04 of the Newport Beach Municipal Code is deleted in its entirety and amended to read as follows:

~~Chapter 9.04~~

~~FIRE CODE*~~

Sections:

| | |
|---------------------|--|
| 9.04.010 | Adoption of the 2022 California Fire Code. |
| 9.04.020 | Amendment of Section 109.6 Overcrowding. |
| 9.04.030 | Amendment of Section 112.4 Violation Penalties. |
| 9.04.040 | Amendment of Section 113.4 Failure to Comply. |
| 9.04.050 | Amendment to Section 202 Definitions. |
| 9.04.060 | Amendment to Section 305 Ignition Sources. |
| 9.04.070 | Amendments to Section 307.4.2 Beach, Camp and Recreational Fires. |
| 9.04.080 | Amendments to Section 308.1.1 Fireplace. |
| 9.04.090 | Amendments to Section 308.1.6.3 Sky Lanterns. |
| 9.04.100 | Addition of Section 324 Geological Surveys. |
| 9.04.110 | Amendments to Section 503.2.1 Dimensions. |
| 9.04.120 | Amendments to Section 503.2.4 Turning Radius. |
| 9.04.130 | Amendments to Section 503.2.5 Dead Ends. |
| 9.04.140 | Amendments to Section 503.2.7 Grade. |
| 9.04.150 | Amendments to Section 503.4.1 Traffic Calming Devices. |
| 9.04.160 | Amendments to Section 503.6 Security Gates. |
| 9.04.170 | Amendments to Section 505.1.1 Premises Identification. |
| 9.04.180 | Amendments to Section 506 Key Box Contents. |
| 9.04.190 | Amendments to Section 510.1 Emergency Responder Radio Coverage in New Buildings. |
| 9.04.200 | Deletion of Section 510.2 Emergency Responder Radio Coverage in Existing Buildings. |
| 9.04.210 | Amendments to Section 510.4.2.2 Technical Criteria. |
| 9.04.220 | Amendments to Section 510.5.2 Approval Prior to Installation. |
| 9.04.230 | Amendments to Section 510.5.3 Minimum Qualifications of Personnel. |
| 9.04.240 | Amendments to Section 510.5.4 Acceptance Test Procedure. |
| 9.04.250 | Amendments to Section 510.6.1 Testing and Proof of Compliance. |
| 9.04.260 | Addition of Section 511.1 Building Information. |

| | |
|---------------------|---|
| 9.04.270 | Amendments to Section 903.2 Where Required. |
| 9.04.280 | Amendments to Section 903.2.8 Group R. |
| 9.04.290 | Amendments to Section 903.3 Installation Requirements. |
| 9.04.300 | Amendments to Section 907.1 General. |
| 9.04.310 | Amendments and Additions to Section 912.1 Fire Department Connections. |
| 9.04.320 | Amendments to Section 912.2 Location. |
| 9.04.330 | Amendments to Section 1203.1.1 Stationary Generators. |
| 9.04.340 | Amendments to Section 3602 Definitions. |
| 9.04.350 | Amendments to Section 3603.6 Berthing and Storage. |
| 9.04.360 | Amendments to Section 3604.1 General. |
| 9.04.370 | Amendments to Section 3604.2 Standpipes. |
| 9.04.380 | Amendment to Section 4905.2 Construction Methods and Requirements Within Established Limits. |
| 9.04.385 | Amendment to Section 4906.4.2 Trees. |
| 9.04.386 | Amendment to Section 4907.3 Defensible Space Requirements. |
| 9.04.390 | Amendments to Section 5003.12 Outdoor Control Areas. |
| 9.04.400 | Amendments to Section 5004.1 Scope. |
| 9.04.410 | Amendments to Section 5601.1.2 Explosive Material Terminals. |
| 9.04.420 | Amendments to Section 5601.1.3 Fireworks. |
| 9.04.430 | Amendments to Section 5601.2.2 Sale and Retail Display. |
| 9.04.440 | Amendments to Section 5704.2.11.1 Underground Tanks. |
| 9.04.450 | Amendments to Section 5706.4 Bulk Plants or Terminals. |
| 9.04.460 | Amendments to Appendix B Fire Flow Requirements for Buildings. |
| 9.04.470 | Local Agency Very High Fire Hazard Severity Zone. |

Chapter 9.04 **FIRE CODE***

Sections:

- 9.04.010 Adoption of the 2025 California Fire Code.
- 9.04.020 Amendment of Section 110.6 Overcrowding.
- 9.04.030 Amendment of Section 113.4 Violation Penalties.
- 9.04.040 Amendment of Section 114.4 Failure to Comply.

- 9.04.050 Amendment to Section 202 Definitions.
- 9.04.060 Amendment to Section 305 Ignition Sources.
- 9.04.070 Amendments to Section 307.4.2 Recreational Fires.
- 9.04.080 Amendments to Section 308.1.1 Where Prohibited.
- 9.04.090 Amendments to Section 308.1.7 Sky Lanterns.
- 9.04.100 Addition of Section 324 Geological Surveys.
- 9.04.110 Amendments to Section 503.2.1 Dimensions.
- 9.04.120 Amendments to Section 503.2.4 Turning Radius.
- 9.04.130 Amendments to Section 503.2.5 Dead Ends.
- 9.04.140 Amendments to Section 503.2.7 Grade.
- 9.04.150 Amendments to Section 503.4.1 Traffic Calming Devices.
- 9.04.160 Amendments to Section 503.6 Security Gates.
- 9.04.170 Amendments to Section 505.1.1 Premises Identification.
- 9.04.180 Amendments to Section 506 Key Box Contents.
- 9.04.190 Amendments to Section 510.1 Emergency Responder Communications Enhancement Systems in New Buildings.
- 9.04.200 Reserved.
- 9.04.210 Amendments to Section 510.4.2.2 Technical Criteria.
- 9.04.220 Amendments to Section 510.5.2 Approval Prior to Installation.
- 9.04.230 Amendments to Section 510.5.3 Minimum Qualifications of Personnel.
- 9.04.240 Amendments to Section 510.5.4 Acceptance Test Procedure.
- 9.04.250 Amendments to Section 510.6.1 Testing and Proof of Compliance.
- 9.04.260 Addition of Section 511.1 Building Information.
- 9.04.270 Amendments to Section 903.2 Where Required.
- 9.04.280 Amendments to Section 903.2.8 Group R.
- 9.04.290 Amendments to Section 903.3 Installation Requirements.
- 9.04.300 Amendments to Section 907.1 General.
- 9.04.310 Amendments and Additions to Section 912.1 Fire Department Connections.
- 9.04.320 Amendments to Section 912.2 Location.
- 9.04.330 Amendments to Section 1203.1.1 Stationary Generators.
- 9.04.340 Reserved.
- 9.04.350 Amendments to Section 3603.6 Berthing and Storage.
- 9.04.360 Amendments to Section 3604.1 General.
- 9.04.370 Amendments to Section 3604.2 Standpipes.
- 9.04.380 Reserved.
- 9.04.390 Amendments to Section 5003.12 Outdoor Control Areas.
- 9.04.400 Amendments to Section 5004.1 Scope.
- 9.04.410 Amendments to Section 5601.1.2 Explosive Material Terminals.
- 9.04.420 Amendments to Section 5601.1.3 Fireworks.
- 9.04.430 Amendments to Section 5601.2.2 Sale and Retail Display.
- 9.04.440 Amendments to Section 5704.2.11.1 Underground Tanks.
- 9.04.450 Amendments to Section 5706.4 Bulk Plants or Terminals.
- 9.04.460 Amendments to Appendix B Fire-Flow Requirements for Buildings.

9.04.470 Fire Hazard Severity Zone.**Section 9.04.010 Adoption of the ~~2022~~2025 California Fire Code.**

The City Council adopts and incorporates by reference, ~~those certain codes known as~~ though set forth in full in this section, the "California Fire Code ~~2022~~2025 Edition," and the whole thereof including the matrix adoption tables for each chapter, and Appendices B, BB, C, CC, E, F, G, I and N ~~therein, errata issued during and after publishing date, save and except such portions as are hereinafter deleted, added or amended which shall collectively be known as the "Newport Beach Fire Code."~~ A certified copy of the California Fire Code shall be kept on file in the Office of the City Clerk of the City of Newport Beach and open for public inspection, and all national code and standards referenced therein, based on the 2024 International Building Code, as published by the International Code Council.

The various parts of these codes and standards, along with the additions, amendments and deletions adopted in this section, shall constitute and be known as the "Newport Beach Fire Code." A copy of the 2025 Fire Code, printed in code book form, shall be kept on file in the office of the fire code official and building official and made available for public inspection.

Section 9.04.020 — ~~Amendment of Section 109~~110.6 Overcrowding.

Section ~~109~~110.6 Overcrowding is amended to read as follows:

~~109.6 Occupant Count.~~1010.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official or their designee, on finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or on finding any condition that constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected. The supervisor of each place of assembly shall have an effective system to keep count of the number of occupants present in the assembly area.

Section 9.040.030 Amendment of Section ~~112~~113.4 Violation Penalties.

Section ~~112~~113.4 is amended to read as follows, with all related subsections remaining unchanged unless specifically modified by this ordinance:

~~112113.4~~ **Violation ~~penalties~~Penalties.** Persons who ~~shall~~ violate a provision of this code or ~~shall~~ fail to comply with any of the requirements thereof or who ~~shall~~ erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty and liable in accordance with the Newport Beach Municipal Code.

Section 9.040.040 Amendment of Section ~~113114.4~~ Failure to Comply.

Section ~~113114.4~~ is amended to read as follows:

Section ~~113114.4~~ Failure to ~~comply~~Comply. Any person who ~~shall continue any~~continues work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to ~~criminal prosecution~~, a fine in accordance with the Newport Beach Municipal Code Title One 1.04.010 "Violation, Penalties and Enforcement.:" injunctive relief and/or any other judicial remedy available pursuant to state or federal law

Section 9.040.050 Amendment to Section 202 Definitions.

Section 202 is amended to add the following definitions to read as follows:

CUL-DE-SAC: A street closed at one end, with a circular terminus at the closed end to allow vehicles to turn around.

DEFENSIBLE SPACE: Defensible space is an area either natural or man-made, where plant materials and natural fuels have been treated, reduced, or modified to slow the rate and intensity of an advancing wildfire, and to create an area for firefighters to suppress fire and protect structure(s).

DOCK: A structure linked to the shoreline to which a vessel may be secured. A dock may be fixed to the shore or fixed on pilings, or may float in the water.

FUEL MODIFICATION PLAN: An approved plan which identifies specific fuel modification zones within a property are subject to fuel modification.

Fuel modification plans show the area and location of all hardscape/softscape improvements and fuel modifications necessary to achieve the minimum acceptable level of risk to structures from fires in combustible vegetation.

FUEL MODIFICATION ZONE: A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with structures. Vegetation includes native and ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total replacement of existing plants with adequately spaced drought-tolerant and fire-resistant species, and thinning of existing native or ornamental species.

HAZARD REDUCTION ZONE: Any geographical area designated by the Fire Chief in which structures directly abut a wildland space on one or more sides.

LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE:

A geographical area designated in accordance with ~~the~~ California Government Code Section 51179, and by ~~City of Newport Beach~~ ordinance adopted by the City Council, which contains the type and condition of vegetation, topography, climate and structure density which potentially increases the possibility of uncontrolled fire spread through vegetative fuels threatening life or property. For the purposes of this code, Local Agency Very High Fire Hazard Severity Zones shall be considered to be Very High Fire Hazard Severity Zones as defined in Government Code Section 51179.

~~**WILDLAND:** An area of unimproved property with vegetative fuels in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities.~~

WILDLAND FUELS: Any combustible material in a wildland area.

~~**WILDLAND-URBAN INTERFACE AREA:** A geographical area where improved property intersects with wildland or vegetative fuels.~~

9.04.060 Amendment to Section 305 Ignition Sources.

Section 305 is amended by adding the following:

305.6 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, or is located within 10 feet (3.048 m) of a chimney outlet, shall be cut down and removed by the property owner ~~or responsible person~~. Vegetation modification requirements in wildland-urban interface areas shall be in accordance with Section 4901 et seq. of this code.

305.7 Clearance of ~~brush~~Brush or ~~vegetation~~growthVegetation Growth from ~~roadways~~Roadways. The fire code official is authorized to cause areas within ten (10) feet (3.048 m) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic to be free of flammable vegetation and other combustible growth.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

~~**305.8 Notification and abatement procedures.**~~

~~**305.8.1.1 Notice.**~~ Uncontrolled**305.8 Abatement.**

305.8.1.1 Authority to Declare Nuisance and Abate. If and when the fire code official determines that uncontrolled or high weeds, brush, plant material, fire hazards, or other items prohibited under this code increase the danger of fire and thus constitutes a fire hazard ~~if such condition exists~~, the fire code official ~~shall give~~may, by written notice ~~to, direct~~ the ~~owner of record to abate~~removal thereof by following the ~~hazard within thirty (30) calendar days.~~

~~The notice shall state that procedures outlined in Title 10, Chapter 10.48 of the property owner is required to abate the fire hazard and that if the hazard is not abated~~Newport Beach Municipal Code. As authorized by Chapter 10.48, the City may take further action which ~~can~~may include: (1) the City, or its contractor, may enter upon the parcel of land and remove or otherwise eliminate or abate the hazard; (2) that upon completion of such work the cost thereof, including ~~administrative costs~~Nuisance Abatement Services, can be billed to the property owner or responsible person, or can become a special assessment against that parcel; and (3) that upon City Council confirmation of the assessment and recordation of that order, a lien may be attached to the parcel to be collected on the next regular property tax bill levied against the parcel.

~~**305.8.2 Commencement of abatement proceedings.** Whenever the fire code official determines that a fire hazard exists, and the owner of a property fails to properly abate hazard in locations adjacent to grass or brush covered land which are located in hazardous fire areas, the fire code official is ordered to take appropriate correction actions based upon those findings.~~

~~**305.8.3 Service of notice.** The fire code official shall notify the property owner of affected properties as shown on the latest equalized tax assessment roll by certified mail, of the specific conditions that constitute a fire hazard and that the City will take action to abate the fire hazard. Notices shall be mailed not less than fifteen (15) calendar days prior to the date of the proposed abatement.~~

~~Failure of any property owner, or any party concerned to receive a notice shall not affect the validity of any proceeding taken, if the procedure for service of notice has been followed.~~

~~**305.8.4 Appeal.** The property owner may appeal the decision of the fire code official regarding the fire code official's determination that a fire~~

~~hazard exists by sending a written appeal to the fire code official within ten (10) calendar days of the mailing of the notice. The matter will be heard by the Building and Fire Board of Appeals as specified in Section 15.80 of the Newport Beach Municipal Code.~~

~~**305.8.5 Abatement hearing procedure.** All hearings under Chapter 3 of the fire code shall be held before the fire code official or Fire Chief who shall hear all facts and testimony he/she deems pertinent. The facts and testimony may include testimony on the condition of the property and circumstances related to the fire hazard. The owner of the land may appear in person or present a sworn written statement in time for consideration at the hearing. The fire code official or Fire Chief may impose such conditions and take such other action, as he/she deems appropriate to carry out the purpose of the provisions of this chapter. The decision of the fire code official or Fire Chief shall be final and shall be sent to the property owner via certified mail to the owner's address on the latest equalized tax assessment roll within thirty (30) calendar days.~~

~~**305.8.6 Private property abatement.** If any order of the Fire Chief or the fire code official is made pursuant to this ordinance and is not complied with within the period designated, the City may then cause such work to be done to the extent necessary to eliminate the fire hazard and other substandard fire conditions that are determined to exist.~~

~~**305.8.7 Emergency private property abatement.**~~**305.8.1.2 Emergency Private Property Abatement.** When in the opinion of the fire code official a substandard structure or substandard property is an immediate hazard to life and property, and the fire code official makes written findings to the effect that abatement of such a fire hazard requires immediate action, the fire code official may then cause such work to be done to the extent necessary to eliminate the hazard. At least twenty-four (24) hours prior to the abatement, the fire code official shall attempt to contact the property owner or responsible person to inform the property owner or responsible owner of the work to be done and request their assistance or immediate voluntary removal of the hazard. After the work is performed, the fire code official shall

post a notice and mail to the property owner or responsible person information regarding the nature of the work performed. Any individual aggrieved by the action of the fire code official under this section, may appeal the determination ~~of the action to the Fire Chief, except that the appeal shall be filed within ten (10) calendar days from the date of mailing the notice of work performed as~~ provided in Section 15.80 of the Newport Beach Municipal Code.

305.8.~~81~~.3 Abatement costs. The costs involved in the correction of the substandard conditions and fire hazards pursuant to Section 305.8.1.2 of this chapter shall become a special assessment against the property. In addition to the above costs, an administrative processing fee established by resolution of the City Council ~~of the City of Newport Beach~~, shall be assessed against each parcel for City incurred costs associated with abatement. An additional inspection fee shall be established by resolution of the City Council ~~of the City of Newport Beach~~ for charges related to inspection services for vegetation hazard identification. The schedule for such fees shall be maintained on file in the Office of the City ~~Clerk's~~ office ~~Clerk~~.

The fire code official shall notify, in writing, all parties concerned of the amount of such assessment related to work performed in accordance with Government Code Section 38773.5. The property owner or responsible person may appeal the fire code ~~official's~~ official's assessment by sending a written appeal to the fire code official within fifteen (15) calendar days of the mailing of the notice. Any appeal regarding the reasonableness of the assessment of costs shall be heard by the Fire Chief. The decision of the Fire Chief shall be final.

If the total assessment determined as provided for in this section is not paid within thirty (30) calendar days after mailing of such notice or after a decision has been rendered on any appeal, the property owner or responsible person shall be billed. If unpaid, such charges shall be placed as a special assessment on the tax bill for the property pursuant to the procedures set forth in Section 38773.5 of the Government Code which is incorporated herein by this reference.

305.8.~~91~~.4 Other ~~abatement procedures~~ Abatement Procedures. The provisions of this ordinance shall not in any manner limit or restrict the City

from enforcing City ordinances or abating public nuisances in any other manner provided by law.

9.04.070 Amendments to Section 307.4.2 Recreational Fires.

Section 307.4.2 is amended by adding the following:

307.4.2.1 Beach, ~~camp~~Camp, and ~~recreational fires~~Recreational Fires. No person shall make, set, or maintain any beach or camp/recreational fire at any beach, park, or other public place within the City except in areas where proper containers are provided for such fires by the City and where City signs are plainly posted indicating such fires are permissible.

9.04.080 Amendments to Section 308.1.1 ~~Fireplace~~Where Prohibited.

Section 308.1.1 is amended by adding Section 308.1.1.~~1~~:

Section 308.1.1.1 Fireplace. No fireplace that uses flammable or combustible liquid as a fuel source shall be allowed inside or outside a structure, except outside for R3 occupancy is allowed.

9.04.090 Amendments to Section 308.1.~~6-37~~ Sky Lanterns.

Section 308.1.~~6-37~~ is amended as follows:

308.1.~~6-37~~ Sky ~~lanterns~~Lanterns. A person shall not use or release any sky lantern in the City ~~of Newport Beach~~.

9.04.100 Addition of Section 324 Geological Surveys.

Section 324 is added as follows:

SECTION 324 GEOLOGICAL SURVEYS

324.1 General. Development on or near land containing or emitting toxic, combustible or flammable liquids, gases, or vapors.

324.2 Geological surveys. The fire code official may require the submittal for review and approval of geological studies, evaluations, reports,

remedial recommendations and/or similar documentation from a state-licensed and department approved individual or firm, on any parcel of land to be developed which:

- ~~1.~~ 1. Is within one thousand (1,000) feet (304.8 m) of a parcel of land that has an active, inactive, or abandoned oil or gas well operation, petroleum or chemical refining facility, petroleum or chemical storage;
- ~~2.~~ 2. May contain or give off toxic, combustible or flammable liquids, gases, or vapors; or
- ~~3. Modifications to~~ 3. Modifies an existing ~~systemssystem~~.

9.04.110 Amendments to Section 503.2.1 Dimensions.

Section 503.2.1 is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than twenty (20) feet (6.1m) and shall not be less than twenty six (26) feet (7.92 m) within thirty (30) feet (9.14 m) of a fire hydrant, except when the road passes through approved security gates in accordance with Section 503.6. Roads shall have an unobstructed vertical clearance of not less than thirteen (13) feet, six (6) inches (4.1m).

9.04.120 Amendments to Section 503.2.4 Turning Radius.

Section 503.2.4 is amended to read as follows:

503.2.4 Turning ~~radius~~Radius. The turning radius for fire apparatus access roads shall ~~be not less than~~ have at least a twenty (20) feet (6.1m) inside radius and forty (40) feet (12.2m) outside radius.

Exception: Cul-de-sacs with center obstructions may require larger turning radius as approved by the fire code official.

9.04.130 Amendments to Section 503.2.5 Dead Ends.

Section 503.2.5 is amended to read as follows:

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of ~~150~~one hundred and fifty (150) feet (60.96 m) in length shall be provided with an approved cul-de-sac for turning around fire apparatus without backing up.

9.04.140 Amendments to Section 503.2.7 Grade.

Section 503.2.7 is amended to read as follows:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed ten ~~(10)~~ percent.

9.04.150 Amendments to Section 503.4.1 Traffic Calming Devices.

Section 503.4.1 is amended to read as follows:

503.4.1 Traffic ~~calming devices~~ Calming Devices. Any traffic calming devices in required access roadways when approved by the fire code official, shall be in accordance with the Newport Beach Public Works Department's Neighborhood Traffic Management Policy.

9.04.160 Amendments to Section 503.6 Security Gates.

Section 503.6 is amended to read as follows:

Section 503.6 ~~Vehicle Access~~ Security Gates. Vehicle access gates or barriers installed across a fire apparatus access road shall be in accordance with the City's Guidelines and Standards C.01 Emergency Fire Access: Roadways, Fire Lanes, Gates, and Barriers. The minimum width of any gate or opening necessary or required as a point of access shall ~~be not less than 14~~have at least fourteen (14) feet (4.27 m) unobstructed width. This minimum width may be increased depending on the length of the approach. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

9.04.170 Amendments to Section 505.1.1 Premises Identification.

Section 505.1 is amended by adding Section 505.1.1 to read as follows:

505.1.1 Premises Identification. All multi-unit residential and commercial buildings shall have numbers or addresses placed above or immediately adjacent to all doors that allow fire department access. In no case shall the numbers be less than six inches (152 mm) in height with a one-inch (25 mm) stroke. Address numbers shall contrast with their background, and shall be either internally or externally illuminated to be visible at night. All multi-unit residential and commercial buildings shall have numbers or addresses place above or immediately adjacent to all doors that allow fire department access.

9.04.180 Amendments to Section 506 Key Box Contents.

Section 506 is amended by adding Section 506.3 to read as follows:

506.3 Key ~~box contents~~Box Contents. When a ~~key~~key box is required the following types of keys shall be provided:

- ~~A.~~ A. _____ Keys to locked points of ingress whether on the interior or exterior of the building.
- ~~B.~~ B. _____ Keys to locked mechanical equipment rooms.
- ~~C.~~ C. _____ Keys to locked electrical rooms.
- ~~D.~~ D. _____ Keys to elevator controls.
- ~~E.~~ E. _____ Keys to other areas as directed by the fire code official.

9.04.190 Amendments to Section 510.1 Emergency Responder ~~Radio Coverage~~Communications Enhancement Systems in New Buildings.

Section 510.1 is amended to read as follows:

510.1 Emergency ~~responder—radio—coverage~~Responder Communications Enhancement Systems in ~~new—buildings~~New Buildings. Approved in-building, two-way emergency responder

communication coverage for emergency responders shall be provided in all new buildings. In-building, two way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the ~~jurisdiction~~City, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The emergency responder radio coverage system shall comply with the requirements of the Orange County ~~Sheriff's~~Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

9.04.200 Reserved.

~~Exceptions:~~

~~1. Where it is determined by the fire code official that the radio coverage system is not needed.~~

~~2. In facilities where emergency responder radio coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.~~

~~This chapter shall not apply to the following:~~

~~1. Existing buildings or structures.~~

~~2. One and two family dwellings.~~

~~3. Elevators.~~

~~4. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.~~

~~5. Wood-constructed residential structures four stories or less~~

~~without subterranean storage or parking which are not built integral to an above ground multi-story parking structure.~~

~~For structures that are three stories or less in height, that do not exceed 50,000 square feet on any single story, but includes subterranean parking or storage, this ordinance shall apply only to the subterranean areas.~~

~~9.04.200~~ Deletion of Section 510.2 Emergency Responder Radio Coverage in Existing Buildings.

~~Section 510.2 is deleted in its entirety.~~

9.04.210 Amendments to Section 510.4.2.2 Technical Criteria.

Section 510.4.2.2 is amended to read as follows:

510.4.2.2 Technical ~~criteria~~Criteria. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information, including:

1. The frequency range supported from the 800MHz Countywide Communications System shall be 851-824 MHz (base transmitter frequencies).
2. The frequency range supported from the 800MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. The public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.

4. All system components must be one hundred (100) percent compatible with analog and digital modulations after installation, without adjustments or modifications. The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.
5. Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.
6. All active in-building coverage devices shall be ~~FCC~~Federal Communications Commission Part 90 certified.

9.04.220 Amendments to Section 510.5.2 Approval Prior to Installation.

Section 510.5.2 is amended to read as follows:

510.5.2 Approval ~~prior~~Prior to ~~installation~~Installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the ~~FCC~~Federal Communications Commission shall not be installed without prior plan submittal, coordination, and approval from the Orange County ~~Sheriff's~~Sheriff's Department ~~(OCSD)~~ Communications Division; with a copy provided to the fire and building code official.

9.04.230 Amendments to Section 510.5.3 Minimum Qualifications of Personnel.

Section 510.5.3 is amended to read as follows:

510.5.3 Minimum ~~qualifications~~Qualifications of ~~personnel~~Personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

- ~~1.~~ 1. A valid ~~FCC~~Federal Communications Commission-issued general radio operators license.
- ~~2.~~ 2. Certification of in-building system training issued by, a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

9.04.240 Amendments to Section 510.5.4 Acceptance Test Procedure.

Section 510.5.4 is amended to read as follows, ~~with all related subsections remaining unchanged unless specifically modified by this ordinance:~~

510.5.4 Acceptance ~~test—procedure~~Test Procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested by a qualified ~~FCC~~Federal Communications Commission licensed third party technician to ensure that two-way coverage on each floor of the building is not less than a minimum of ~~ninety-five (95)~~ percent. The test procedure shall be conducted as follows:

9.04.250 Amendments to Section 510.6.1 Testing and Proof of Compliance.

Section 510.6.1 shall be amended as follows:

510.6.1 Testing and ~~proof~~Proof of ~~compliance~~Compliance. The owner of the building or their representative shall have the emergency responder radio coverage system inspected and tested annually or whenever structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

- ~~1-~~ 1. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance or set to optimize the performance of the system. In-building system components shall be tested to determine general function operability. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications, and the fire and building code official.
- ~~2-~~ 2. Backup batteries and power supplies shall be tested under load for a period of ~~one (1)~~ hour to verify that they will properly operate during an actual power outage. If within the ~~one (1-)~~ hour test period the battery exhibits symptoms of

failure, the test shall be extended for additional one (1-) hour periods until the integrity of the battery can be determined.

~~3.~~ 3. All other active components shall be checked to verify operation within the ~~manufacturer's~~manufacturer's specifications.

~~4.~~ 4. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.4, shall be submitted to ~~OCSO~~Orange County Sheriff's Department Communications and the fire and building code official.

9.04.260 Addition of Section 511.1 Building Information.

Section 511.1 is added to read as follows:

511.1 Building ~~information~~Information. The fire code official is authorized to require a cabinet for onsite storage of pre-plans and other building information that is accessible to the fire code official.

9.04.270 Amendments to Section 903.2 Where Required.

Section 903.2 is amended to read as follows, ~~with related subsections remaining unchanged unless expressly modified by this ordinance:~~

903.2 Where ~~required~~Required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the following locations: ~~"Building Area"~~"Building Area" as used in this section shall mean gross building area enclosed within exterior walls.

~~4.~~ 1. New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds five thousand ~~(5,000)~~ square feet (465 m²), unless more restrictive requirements are required by other provisions of the code.

~~2.~~ 2. Existing buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be

provided in an existing building when any of the following conditions exists:

- ~~a.~~ a. When an addition is fifty (50%) percent or more of the existing building area and the resulting building area exceeds five thousand (5,000) square feet (465 m²);~~).~~
- ~~b.~~ b. When an additional story is added above the second floor regardless of fire areas or allowable ~~are~~area.
- ~~c.~~ c. When an addition is added and the existing building is already provided with an automatic fire sprinkler system.
- ~~d.~~ d. More restrictive requirements are required by other provisions of the code.

9.04.280 Amendments to Section 903.2.8 Group R.

Section 903.2.8 Group R is amended to read as follows,~~with related subsections remaining unchanged unless expressly modified by this ordinance:~~

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

- ~~1.~~ 1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
- ~~2.~~ 2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - ~~a.~~ a. An addition when the increase in building size is 2,000 sq. ft. or more and exceeds fifty (50%) percent of the area of the existing structure.
 - ~~b.~~ b. An addition, when the existing building is already provided with an automatic sprinkler system.

~~e.~~ c. As determined for new construction per Section 102.4.

Exceptions:

Exceptions:

- ~~4.~~ 1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
- ~~2.~~ 2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
- ~~3.~~ 3. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. -The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- ~~4.~~ 4. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.
- ~~5.~~ 5. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

- ~~6.~~ 6. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with ~~in Section~~Sections 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be allowed in Group R-2.1 occupancies.

An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

9.04.290 Amendments to Section 903.3 Installation Requirements.

Section 903.3 is amended to read as follows, ~~with related subsections remaining unchanged unless expressly modified by this ordinance:~~

903.3 Installation ~~requirements~~Requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through 903.3.8 and in accordance with ~~City's~~City's Guidelines and Standards F.02 Fire Sprinkler System Design Pressure.

9.04.300 Amendments to Section 907.1 General.

Section 907.1 is amended by adding Section 907.1.6 to read as follows:

907.1.6 System ~~design~~Design. No building shall have more than one fire alarm panel. All fire detection and protection devices shall operate and be connected to the building fire alarm panel.

Smoke detectors connected to the alarm system shall have a visible indicator that displays the status of the detector. When a detector is located in a space above a drop ceiling, an indicating light shall be provided and plainly visible.

Exception: Smoke detectors installed with an addressable alarm system capable of showing the approximate location of all activating devices.

9.04.310 Amendments and Additions to Section 912.1 Fire Department Connections.

Section 912.1 is amended by adding Section 912.1.1 to read as follows:

912.1.1 Installation. The size of piping and the number of inlets shall be approved by the fire code official. All fire department connections shall be listed assemblies. Fire department inlet connections shall be painted OSHA safety red unless otherwise approved by the fire code official. When the fire flow demand of a sprinkler system is 500 gpm or greater, including the interior hose stream demand if a standpipe system is installed, four ~~(4) two and one half~~ (2 1/2") inlets shall be provided.

9.04.320 Amendments to Section 912.2 Location.

Section 912.2 is amended to read as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the fire department connection shall be no more than ~~one hundred~~ (100) feet (30.48 m) from a public hydrant. When possible, the fire department connection shall be located 30 feet (9.14 m) minimum from beginning of radius for driveway approach. The location of fire department connections shall be approved by the fire code official.

9.04.330 Amendments to Section 1203.1.1 Stationary Generators.

Section 1203.1.1 is amended to add Section 1203.1.1.1 to read as follows:

1203.1.1.1 Emergency ~~power outlets~~Power Outlets. Provide and install electrical outlets (120 volt, duplex) that are connected to the emergency generator circuitry/system when a generator is required by Section 1203.2 of the California Fire Code in every fire control room and in other areas as may be designated by the fire code official. Emergency outlets shall be placed in the following locations:

- ~~4.~~ 1. _____ In the main exit corridor of each floor adjacent to each exit enclosure.

- ~~2-~~ 2. On every level in every stairwell.
- ~~3-~~ 3. In each elevator lobby.
- ~~4-~~ 4. In public assembly areas larger than 1,500 square feet.
- ~~5-~~ 5. In every fire control room.
- ~~6-~~ 6. In such other areas as may be designated by the fire code official.

9.04.340 ~~Amendments to Section 3602 Definitions.~~ Reserved.

~~Section 3602.1 is amended to add the following:~~

~~DOCK~~

9.04.350 Amendments to Section 3603.6 Berthing and Storage.

Section 3603.6 is amended by adding Sections 3603.6.1 and 3603.6.2 to read as follows:

3603.6.1 Multiple ~~berthing~~ Berthing and ~~vessel rafting~~ Vessel Rafting.

All vessels in marinas shall be arranged such that a vessel occupying a slip can be readily removed in an emergency without the necessity of moving other vessels.

Exceptions:

- ~~1-~~ 1. Tenders or dinghies may be tied to a ~~vessel's~~ vessel's stern without the need of an action plan providing the length of the tender or dinghy does not exceed the width of the ~~vessel's~~ vessel's beam.
- ~~2-~~ 2. Vessels with beams of less than ~~fourteen~~ (14) feet are permitted to have a tender or dinghy, up to a maximum of ~~fourteen~~ (14) feet in length, tied to the ~~vessel's~~ vessel's stern.

Section 3603.6.2 Permitted ~~multiple berthing~~ Multiple Berthing. A permit may be issued for multiple berthing under the following conditions:

- ~~1.~~ 1. Multiple berthing occurs between the hours of 0700 to 1800. An action plan must be developed by the applicant indicating:
 - ~~a.~~ a. How the vessels will be moved in the event of a fire.
 - ~~b.~~ b. The person is responsible for moving the vessels.
 - c. ~~Where~~ the vessels will be relocated to after 1800 hours.
 - d. ~~How~~ employee training and emergency communications are being provided.
- ~~2.~~ 2. The multiple berthing is necessary for a special event or other extenuating circumstances and will occur for a limited period of time, which shall be approved by the fire code official and per ~~City's~~City's Guidelines and Standards A.10 Multiple Berthing and/or Rafting at Special Events.

9.04.360 Amendments to Section 3604.1 General.

Section 3604.1 is amended to read as follows:

3604.1 General. Piers, marinas, wharves, docks, and floats serving boatyards, hotels, yacht clubs, boat condominiums, docking facilities associated with residential condominiums and multiple family residences with facilities for mooring or servicing vessels, and marine motor vehicle fuel-dispensing facilities stations shall be equipped with fire protection equipment in accordance with Sections 3604.2 through 3604.6.

9.04.370 Amendments to Section 3604.2 Standpipes.

Section 3604.2 Standpipes is amended to read as follows:

3604.2 Standpipes. When any portion of a pier, marina, wharf, dock, or float is more than one hundred fifty (150) feet from a fire apparatus access road, it shall be equipped with a Class III standpipe system installed in accordance with NFPA 303 and ~~City's~~City's Guidelines and Standards F.01. Fire Protection for Marinas, Wharfs, and Piers.

~~9.04.380 Amendment to Section 4905.2 Construction methods and requirements within established limits:~~

~~Section 4905.2 is amended by adding Section 4905.2.1 to read as follows:~~

~~Section 4905.2.1 Required ventilation screening for existing structures:~~

~~All structures within the identified Very High Fire Severity Zones with ventilation openings shall comply with all of the following:~~

- ~~1. — Vents shall be covered with a mesh where the dimensions of the mesh therein shall be a minimum of 1/16" and shall not exceed 1/8" in diameter.~~
- ~~2. — The mesh material shall be non-combustible.~~
- ~~3. — The mesh material shall be corrosion resistant.~~

~~9.04.385 Amendment to Section 4906.4.2 Trees:~~

~~Section 4906.4.2 is amended by adding the following subsection 4 to read as follows:~~

- ~~4. — Existing trees shall be trimmed so no portion of the tree shall hang over or touch new and existing structures.~~

~~9.04.386 Amendment to Section 4907.3 Defensible space requirements:~~

~~Section 4907.3 is amended by adding Section 4907.3.1 to read as follows:~~

~~Section 4907.3.1 Required noncombustible zone. A 1-foot (305 mm) wide noncombustible zone is required at the base of all new and existing structures. Materials may include, but not limited to, concrete, brick, pavers, gravel, and decomposed granite.~~

~~9.04.380 Reserved.~~

9.04.390 Amendments to Section 5003.12 Outdoor Control Areas.

Section 5003.12 is amended by adding the following subsection 5 to read as follows:

5. Outdoor control areas shall be protected against tampering or trespassers by fencing or other control measures as approved by the fire code official.

9.04.400 Amendments to Section 5004.1 Scope.

Section 5004.1 is amended by adding Section 5004.1.1 to read as follows:

5004.1.1 Maximum ~~quantity on site~~Quantity On Site. No person shall use or store any amount of Extremely Hazardous Substances (EHS) equal to or greater than the amounts disclosed as listed in Appendix A, Part 355, Title 40, of the Code of Federal Regulations in a residential zone or adjacent to property developed with residential uses, unless approved mitigation measures are implemented and maintained, as required by the fire code official.

9.04.410 Amendments to Section 5601.1.2 Explosive Materials Terminals.

Section 5601.1.2 is amended to read as follows:

5601.1.2 ~~Storage of explosives and blasting agents~~Explosive Materials Terminals. No person shall store explosives or blasting agents anywhere in the City ~~of Newport Beach~~ unless the fire code official has issued a permit authorizing use and/or storage.

9.04.420 Amendments to Section 5601.1.3 Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks. No person shall store, use, sell, possess, or handle fireworks 1.4G, (commonly referred to as ~~"Safe and Sane"~~) and fireworks 1.3G anywhere in the City ~~of Newport Beach~~.

Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electronically fired public display when permitted by the fire code official and conducted by a licensed pyrotechnic operator.

9.04.430 Amendments to Section 5601.2.2 Sale and Retail Display.

Section 5601.2.2 is amended to read as follows:

5601.2.2 Sale and Retail Display: Persons shall not conduct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, ~~private property~~, public properties anywhere in the City ~~of Newport Beach~~.

9.04.440 Amendments to Section 5704.2.11.1 Underground Tanks.

Section 5704.2.11.1 is amended by adding subsection 4 to read as follows:

~~4.~~ 4. The underground storage of flammable liquids shall be prohibited in any residential district or any residential area of a planned community district, as defined in Section 20.14.020 of the Newport Beach Municipal Code.

9.04.450 Amendments to Section 5706.4 Bulk Plants or Terminals.

Section 5706.4 is amended to read as follows, ~~with related subsections remaining unchanged unless expressly modified by this ordinance:~~

5706.4 Bulk ~~plants~~Plants or ~~terminats~~Terminals. Portions of properties where flammable and combustible liquids are received by tank vessels, pipelines, tank cars or tank vehicles and are stored or blended in bulk for the purpose of distributing such liquids by tank vessels, pipelines, tank cars, tank vehicles or containers are prohibited within the boundaries of the City ~~of Newport Beach~~ except as permitted by the fire code official.

Approved installations shall comply with Sections 5706.4.1 through 5706.4.10.4.

9.04.460 Amendments to Appendix B Fire-Flow Requirements for Buildings.

Section B105.2 of Appendix B Fire-Flow Requirements for Buildings is amended to read as follows:

B105.2 Buildings Other Than One-and Two- Family Dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow-duration for buildings other than one-and two-family dwellings, shall be as specified in Tables B105.1(1)

Exception: A reduction in required fire flow of up to fifty (50) percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1. The resulting fire flow shall not be less than 1,500 gallons per minute (5677.5 L/min.) for the prescribed duration as specified in Table B105.1(2).

9.04.470 ~~Local Agency Very High~~ Fire Hazard Severity Zone.

The Section 9.04.070 is amended to read as follows:

Pursuant to Ordinance No. 2025-11, the City of Newport Beach designates Council designated those areas identified ~~in green~~ on the map attached to the ordinance codified in this section ~~and, which is~~ on file with the City Clerk as the Local Agency and available electronically on the City website, as Fire Hazard Severity Zones which include Moderate, High and Very High Fire Hazard Severity Zone for the City in accordance with Section 51179 of the Government Code Zones.

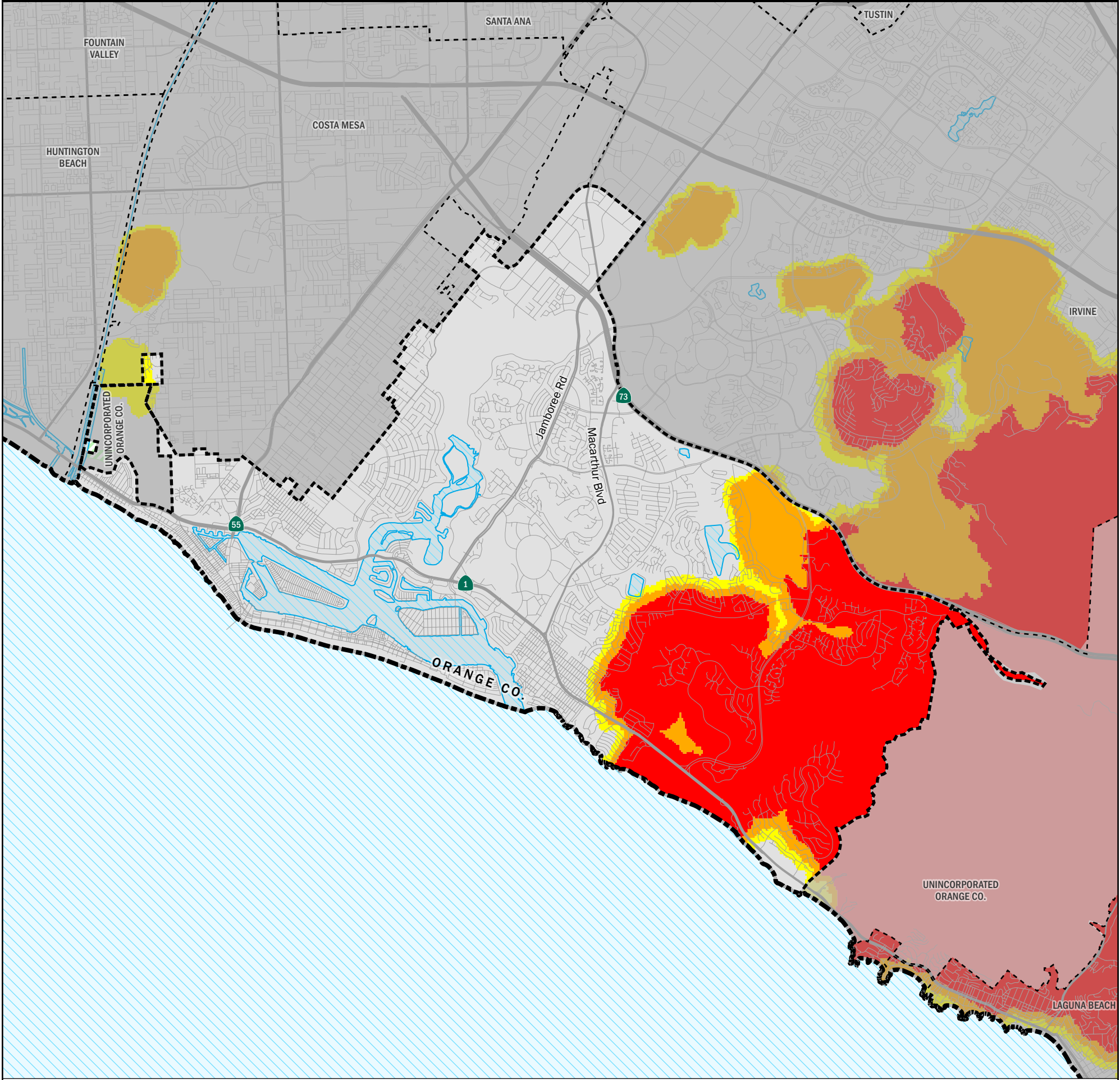
Attachment H

Map of Local Responsibility Area Fire Hazard Severity Zones



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 24, 2025

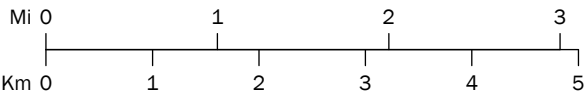


Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:71,000 at 11" x 17"

- Incorporated City
- Waterbody
- Unzoned LRA
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



On the Agenda: September 9 City Council Meeting

The next meeting of the Newport Beach City Council will be on Tuesday, September 9 at 4 p.m. The full agenda is available [here](#).

Agenda items include:

- Adoption of the 2025 California Building Standards Codes with local amendments, the 2025 California Fire Code with local amendments, and the 2025 California Wildland-Urban Interface with local amendments. Following a public hearing, the City Council will consider the updated codes to align with the 2025 California Building Standards, which take effect statewide on January 1, 2026. These codes, updated every three years by the State, set minimum safety and design requirements for construction. The proposed amendments are designed to address local geographic, topographic and climatic conditions.
- A decision on whether to override a determination by the Orange County Airport Land Use Commission (ALUC), related to the proposed Snug Harbor Surf Park project. The proposed project would redevelop part of the privately owned Newport Beach Golf Course into a recreation facility with surf lagoons, a clubhouse, and related amenities. ALUC recently determined that the project was inconsistent with the John Wayne Airport Land Use Plan. Overriding ALUC's finding would allow the City of Newport Beach to continue reviewing the project while formally notifying ALUC and the State of the decision. This action would not approve the Snug Harbor project, but would allow for further review and future consideration by the City Council.
- Appointment of five new members to the City's Aviation Committee. Earlier this year, the City Council updated the committee's structure and invited Newport Beach residents to apply. A Council Ad Hoc committee reviewed all applications and conducted interviews based on the qualifications and expertise of the applicants. Of 23 applicants, 10 finalists were nominated and five will be selected by the City Council to serve on the committee. The appointments will begin July 1, 2025, with two members serving initial two-year terms and up to three members serving four-year terms. The Aviation Committee advises the City on airport-related issues affecting Newport Beach.

[VIEW THE FULL AGENDA >>](#)





CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 22

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Jaime Murillo, Acting Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov

PREPARED BY: Joselyn Perez, Senior Planner - 949-644-3312, jperez@newportbeachca.gov

TITLE: Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

ABSTRACT:

Pursuant to Section 4.3 of the 2008 John Wayne Airport Environs Land Use Plan (AELUP) and Section 21676(b) of the California Public Utilities Code (PUC), the City of Newport Beach was required to submit the Snug Harbor Surf Park project, which would redevelop the central parcel of the privately owned Newport Beach Golf Course with a new surf-focused outdoor commercial recreation use and requires an amendment to the City's General Plan, to the Orange County Airport Land Use Commission (ALUC) for a consistency determination. ALUC conducted a public hearing on the matter on August 7, 2025, and found the project to be inconsistent with the AELUP.

For the City Council's consideration is a request to consider overriding the ALUC's finding of inconsistency. This action would authorize staff to formally provide notice, pursuant to Section 21676(b) of the PUC, to the ALUC and the State Department of Transportation, Aeronautics Program of the City's intention to override the ALUC inconsistency finding.

RECOMMENDATIONS:

- a) Conduct a public hearing;
- b) Find that the proposed overriding 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 because it has no potential for resulting in physical change to the environment, directly or indirectly; and
- c) Adopt Resolution No. 2025-60, *A Resolution of the City Council of the City of Newport Beach, California, Notifying the Orange County Airport Land Use Commission (ALUC) and State Department of Transportation, Aeronautics Program of the City's Intention to Find that the Surf Park Project located at 3100 Irvine Avenue is Consistent with the Purposes of the State Aeronautics Act and Overrule ALUC's Determination that the Project is Inconsistent with the 2008 John Wayne Airport Environs Land Use Plan (PA2024-0069).*

DISCUSSION:

As shown in Figure 1 below, the Newport Beach Golf Course (NBGC) is separated into three physically distinct land areas: the northern, center and southern portions. The northern portion is mostly located outside of Newport Beach's boundaries and is owned by the County of Orange. The center and southern portions are owned by Newport Golf Club, LLC. The NBGC is not a City-owned or City-operated golf course. The project is proposed on the center portion, located at 3100 Irvine Avenue (Site).



Figure 1, Extent of NBGC with project site outlined in red

The Site is categorized as Parks and Recreation (PR) by the Land Use Element of the General Plan and is zoned Santa Ana Heights Specific Plan/Open Space and Recreation (SP-7/OSR). It is located approximately 0.4-mile southwest of John Wayne Airport and is within the 2008 John Wayne AELUP Notification Area. As shown in Figure 2 below, the Site is trisected by Safety Zone 2 (Inner Approach/Departure Zone), Safety Zone 4 (Outer Approach/Departure Zone), and Safety Zone 6 (Traffic Pattern Zone) for the RW2L20R runway that is used by commercial aircraft. Most of the Site is located within the 65 dB Community Noise Equivalent Level (CNEL) contour pursuant to the 1985 Airport Master Plan Noise Contours and the northeast corner is located within the 70 dB CNEL contour. However, based on the noise contours the City adopted in 2023 pursuant to the 2014 John Wayne Airport Settlement Agreement Amendment Environmental Impact Report No. 617, the Site is located within the 65 dB CNEL contour, with the southwest corner in the 60 dB CNEL.

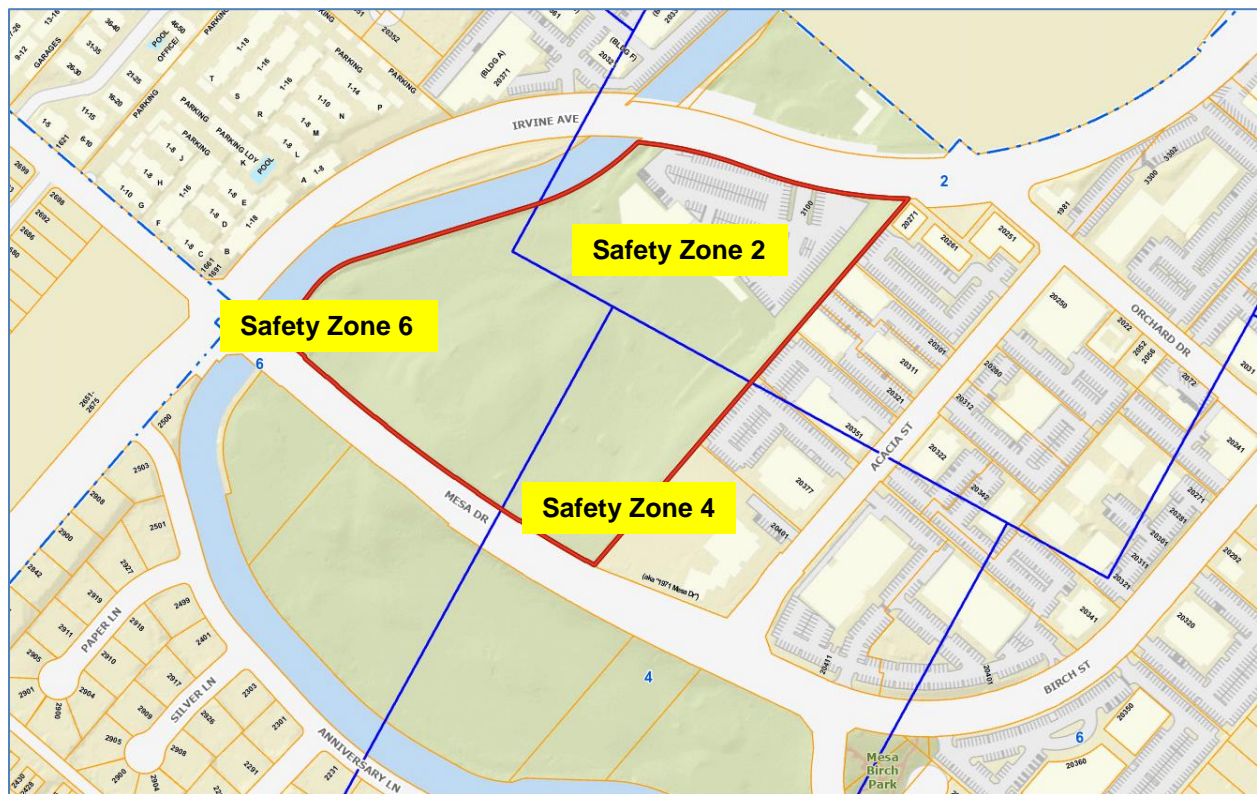


Figure 2, Project site with RW2L20R safety zones delineated

Proposed Project

Back Bay Barrels LLC (Applicant) proposes redeveloping the project site. The existing driving range and putting green, pro-shop, restaurant and bar, and three holes of golf would be removed and replaced with a new surf-focused outdoor commercial recreation use. The site would be improved with approximately five acres of surfing lagoons surrounded by viewing platforms, seating, pools, a spa, restrooms, landscaping and 351 parking spaces in two parking lots. The project includes the construction of a new three-story, 50-foot tall, amenity clubhouse which would provide a reception and lobby area, surf academy, fitness facility, yoga center, administrative offices, locker rooms, retail space, a restaurant, viewing suites, and a coffee and snack bar. The basement level would provide space for golf cart storage, along with surfboard storage, facility storage, and mechanical equipment. The project also includes a two-story, 40-foot athlete accommodation building with 20 rooms.

In total, the project would construct approximately 79,533 square feet of area; however, 19,761 square feet is excluded from the total development limit of the site as incidental building areas consistent with Table LU1 (Land Use Plan Categories) of the General Plan for properties categorized as Parks and Recreation. As golf operations are proposed to continue, existing access would be maintained to the golf course holes identified as the front six and the back nine. Hours of operation for the surf park are proposed from 6 a.m. to 11 p.m., daily.

As shown below in Figure 3, the surf lagoon would be divided into two, 5.1-million-gallon, hydrologically separated, basins that would be up to 13 feet deep. Wave machinery would bisect the two basins and be located within a 40-foot-wide by 350-foot-long above- and below-grade continuous footing structure. The lagoon would be lighted for evening use by 71-foot-high light poles that would be located adjacent to the lagoon with lights focused down onto the surf lagoon. Additional lagoon equipment, such as the heating equipment and storage areas, would have a height of approximately 15 feet and would be located northeast of the surf lagoon near the northernmost parking area.



Figure 3, Project rendering looking south

The following approvals are required from the City 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 General Plan Land Use Element;
- **Major Site Development Review** – To construct a nonresidential building larger than 20,000 square feet in area;
- **Conditional Use Permit** – To allow the operation of an outdoor commercial recreation use, to authorize alcohol sales within the amenity clubhouse and throughout the grounds of the surfing lagoon, to establish the appropriate parking rate, and to allow the construction of buildings taller than 18 feet;
- **Modification Permit** – To allow for the construction of retaining walls taller than 8 feet in height; and

- **Environmental Impact Report** – To address reasonably foreseeable environmental impacts resulting from the legislative and project specific discretionary approvals.

After publication of this staff report, the Planning Commission will conduct a duly noticed public hearing on September 4, 2025, to consider making a recommendation to the City Council regarding the requested approvals above.

Airport Land Use Commission Review

Section 4.3 of the AELUP and Section 21676(b) of the Public Utilities Code (PUC) require the City submit GPA's to ALUC for a consistency determination with the AELUP. ALUC conducted a hearing on the matter during a special meeting on August 7, 2025, with staff in attendance. ALUC determined the project is inconsistent with the AELUP. The ALUC staff report is included as Attachment B and the ALUC inconsistency determination letter is included as Attachment C

ALUC Override Process

As a final review authority on legislative acts, the City Council may choose to override ALUC's determination by following a two-step process as established in Section 21676 of the PUC. The first step in the process is to conduct a public hearing to adopt a resolution of intention to override, a copy of which would be sent to ALUC and the State Department of Transportation, Aeronautics Program (Caltrans) to provide formal notification of the City's intent. The draft resolution includes findings and facts in support of findings to override ALUC's inconsistency determination (Attachment A).

The second step in the process is that, no less than 45 days after notification has been sent to ALUC and Caltrans, the City Council may conduct a second public hearing to consider adopting a resolution to override the ALUC. At this time, the Council may also consider the project entitlements and take final action on the application.

The following points are important to consider:

- The Council's adoption of the attached notification resolution does not constitute the project's approval nor does it predispose the City Council's future action on either the project or the consistency determination;
- The attached resolution notifying ALUC and Caltrans of City's intent, and the resolution to overrule ALUC which will be presented at a future hearing, must be adopted by a two-thirds vote. Since there are seven Council members, five affirmative votes are needed to pass the resolution; and
- Should the City Council ultimately overrule the ALUC decision, that action will not immediately affect the City's status as a consistent agency with the AELUP. ALUC

would need to place an item on its future agenda to consider deeming the City an inconsistent agency.

As an alternative to overriding the ALUC determination, the City Council may direct the Applicant to work with ALUC and its staff to redesign the project in a manner that results in a determination of consistency. However, it should be noted that the Applicant has thoroughly analyzed and considered consistency with the AELUP and the project's compatibility with the California Airport Land Use Planning Handbook, putting the lesser populated uses within the higher safety severity zones. The City's submittal to ALUC for consideration, which includes analysis prepared by the Applicant, is available as Attachment D.

FISCAL IMPACT:

There is no fiscal impact related to this action; however, a fiscal impact analysis will be provided pursuant to General Plan Implementation Program 12.1 when the City Council considers the project.

ENVIRONMENTAL REVIEW:

Final action on the Project is not being considered at this time. A Draft EIR (State Clearinghouse No. 2024110238) was prepared for the project by Environment Planning Development Solutions, Inc., dba EPD Solutions and in compliance with the California Environmental Quality Act (CEQA). The Draft EIR analyzed all CEQA topics and found that there would be no significant and unavoidable impacts resulting from the project. CEQA topics requiring mitigation include Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources. The document was released for a 45-day public review and comment period beginning on May 23, 2025, and ended on July 7, 2025. The City Council will need to consider and certify the Final EIR, including response to comments, when considering the project entitlements at a future meeting.

Adoption of this notification resolution is not subject to 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. Specifically, the resolution does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because it is limited to the notification of the City's intent to overrule the ALUC determination and it does not authorize the development of the property or commit the City to approve the project.

NOTICING:

Notice of this hearing was published in the Daily Pilot, mailed to all owners of property within 300 feet of the boundaries of the site (excluding intervening rights-of-way and waterways) including the applicant, and posted on the subject property at least 10 days

before the scheduled meeting, consistent with the provisions of the Newport Beach Municipal Code. Additionally, 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. 2025-60
- Attachment B – ALUC Staff Report, dated August 7, 2025
- Attachment C – ALUC Determination Letter, dated August 11, 2025
- Attachment D – City's ALUC Submittal

Attachment A

Resolution No. 2025-60

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, NOTIFYING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION (ALUC) AND STATE DEPARTMENT OF TRANSPORTATION, AERONAUTICS PROGRAM OF THE CITY'S INTENTION TO FIND THAT THE SURF PARK PROJECT LOCATED AT 3100 IRVINE AVENUE IS CONSISTENT WITH THE PURPOSE OF THE STATE AERONAUTICS ACT AND OVERRULE ALUC'S DETERMINATION THAT THE PROJECT IS INCONSISTENT WITH THE 2008 JOHN WAYNE AIRPORT ENVIRONS LAND USE PLAN (PA2024-0069)

WHEREAS, Section 200 of the City of Newport Beach ("City") Charter vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the 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 the 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, 40-foot athlete accommodation building with 20 rooms, and two parking lots with 351 parking spaces;

WHEREAS, the following approvals are requested or required to implement the Project:

- 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 City’s General Plan (“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 (“Mod”) – 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, the Property is located approximately 0.4-mile southwest of John Wayne Airport (“JWA”) and is within the 2008 John Wayne Airport Environs Land Use Plan (“AELUP”) Notification Area;

WHEREAS, the Property is trisected by Safety Zone 2 (Inner Approach/Departure Zone), Safety Zone 4 (Outer Approach/Departure Zone), and Safety Zone 6 (Traffic Pattern Zone) for the runway that is used by commercial aircraft;

WHEREAS, most of the Property is located within the 65 dB Community Noise Equivalent Level (“CNEL”) contour pursuant to the 1985 Airport Master Plan Noise Contours and the northeast corner is located within the 70 dB CNEL contour;

WHEREAS, the City Council approved Resolutions 2023-20 and 2023-21 and Ordinances 2023-20 and 2023-21 on November 14, 2023, authorizing amendments to the Noise Element and Land Use Element of the General Plan, and Title 20 (Planning and Zoning) of the Newport Beach Municipal Code ("NBMC") to update the noise contours identified by the 2014 John Wayne Airport Settlement Agreement Amendment Environmental Impact Report No. 617 ("EIR No. 617");

WHEREAS, a significant portion of the Property is located within the 65 dB CNEL contour while the southwest corner is located within the 60 dB CNEL pursuant to the 2014 John Wayne Airport Settlement Agreement EIR No. 617;

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 AELUP;

WHEREAS, the ALUC conducted a public hearing on August 7, 2025, and determined the Project is inconsistent with the following provisions of AELUP (5 ayes, 1 nay):

- a. Section 2.1.2 (Safety Compatibility Zones), which states that "the purpose of these zones is to support the continued use and operation of an airport by establishing compatibility and safety standards to promote air navigational safety and to reduce potential safety hazards for persons living, working or recreating near JWA";
- b. Section 2.1.3 (Building Height Restrictions), which states that "a Determination of No Hazard to Air Navigation does not automatically equate to a Consistency determination of the ALUC" and that "the Commission may find a project Inconsistent based on an obstruction determination";
- c. Section 2.1.4 (Air Transportation) reciting CPUC Section 21674 which states that the Commission is charged by CPUC Section 21674(a) "to assist local agencies in ensuring compatible land uses in the vicinity of ... existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses," and CPUC Section 21674(b) which states that "to coordinate planning at the state, regional and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety and welfare"; and

- d. Section 3.2.1 (General Policy), which states that "within the boundaries of the AELUP, any land use may be found to be Inconsistent with the AELUP which... permits structures of excessive height in areas which would affect adversely the continued operation of the airport; or permits activities or facilities that would affect adversely aeronautical operations";

WHEREAS, pursuant to Sections 21670 and 21676 of the CPUC, the City Council may, after a public hearing, propose to overrule the ALUC by a two-thirds vote, if it makes specific findings that the Project is consistent with the purpose of Section 21670 of the CPUC by protecting the public health, safety, and welfare as well as ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses;

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 California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Chapter 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this hearing;

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted Resolution No. PC2025-018 by a majority vote (6 ayes, 1 recusal) recommending the City Council approve the Project; and

WHEREAS, a public hearing was held by the City Council on September 9, 2025, in the City Council Chambers, 100 Civic Center Drive, Newport Beach, California. A notice of time, place, and purpose of the hearing was given in accordance with Section 21676(b) of the CPUC and the Ralph M. Brown 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 finds the Project consistent with the purposes of Section 21670 of the CPUC and the AELUP of protecting the public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

Findings and Facts in Support of Findings

A. *The Project is consistent with the noise standards of the AELUP.*

The AELUP guides development proposals to provide for the orderly development of JWA and the surrounding area through implementation of the standards in Section 2 (Planning Guidelines) and Section 3 (Land Use Policies). Implementation of these standards is intended to protect the public from the adverse effects of aircraft noise, to ensure that people and facilities are not concentrated in areas susceptible to aircraft accidents, and to ensure that no structures or activities adversely affect navigable airspace.

Most of the Property is located within the 65 dB CNEL contour, under both the 1985 Airport Master Plan noise contours and the 2014 John Wayne Airport Settlement Agreement EIR No. 617.

Section 2.1.1 of the AELUP sets forth the CNEL standards, and Sections 3.2.3 and 3.2.4 of the AELUP define the noise exposure in the 65 dBA CNEL noise contour (Noise Impact Zone 2). Specifically, Table 1 of Section 3.2.3 identifies four different land use categories consisting of “Residential,” “Community Facilities,” “Commercial,” and “Industrial” along with the decibel levels that are consistent for each particular use. In this case, the Project does not fit squarely within any of four land uses, but rather, is a hybrid between “Community Facilities” and “Commercial” land uses. In either land use category, a 65 dBA CNEL is “Normally Consistent” subject to the project including conventional construction methods as acceptable and without requiring any special noise reduction requirements. Section 3.2.3 further delineates the restrictions and construction requirements for each of the above land use categories within the 65 dB CNEL Noise Impact Zone 1. Specifically, residential is generally prohibited within Zone 1, however, commercial and recreational uses may be acceptable provided that commercial structures are sufficiently sound attenuated to allow normal work activities to be conducted. The Project will comply with the sound attenuation requirements for commercial and industrial structures as per the California Noise Insulation Standards, Title 21, 25, California Code of Regulations. EIR No. 617 requires all nonresidential structures to be sound attenuated consistent with the General Plan and Title 20 (Planning and Zoning) of the NBMC.

Additionally, as to outdoor noise, there are no aircraft noise restrictions for outdoor recreational uses within the 65 dB CNEL contour. Specifically, Section 3.2.3 recommends that all designated outdoor common or recreational areas within

Noise Impact Zone 1 provide outdoor signage informing the public of the presence of operating aircraft. The Project will incorporate outdoor signage notifying the public of the operation of aircraft. Of note, aircraft noise at the Property would be a regular occurrence and identical to the noise currently occurring at the golf course.

Finally, the Noise Analysis (Appendix Q of the DEIR) found that Airport Exposure for the Project would be less than significant and did not require further mitigation.

B. The proposed Amendments are consistent with the safety standards of the AELUP.

The Property encompasses approximately 15.4 acres with portions of Project overlying three airport safety zones. A detailed description of the Project Area along with the uses within each safety zone is provided herein. In Safety Zone 2, the total Project Area is approximately 5.79 acres. The Project uses in Safety Zone 2 include 207 parking spaces (however, 95 parking spaces will be reserved for the off-site, adjacent golf course use, leaving 112 parking spaces for Project uses in Safety Zone 2), heating equipment, equipment yard, maintenance buildings, wave making equipment, and 37.8 percent of the surf lagoon. In Safety Zone 4, the total Project Area is approximately 3.48 acres. The Project uses in Safety Zone 4 include 9,432 square feet of athlete accommodations (20 total units), wave making equipment, pool area, restrooms, storage, and 41.2 percent of the surf lagoon. And in Safety Zone 6, the total Project Area is approximately 6.16 acres. The Project uses in Safety Zone 6 include 49,221 square feet of clubhouse space including staff area, restaurant, surf shop, fitness areas and related uses, 144 parking spaces, a drop off area, pool area, outdoor arcade, outdoor changing rooms, storage, mechanical/electrical/plumbing ("MEP") equipment areas, and 21.0 percent of the surf lagoon.

Section 2.1.2 (Safety Compatibility Zones) of the AELUP sets forth the allowable land uses within each safety zone and provides the maximum intensities for each zone. The California Airport Land Use Planning Handbook ("Caltrans Handbook") suggests the following maximum allowable occupancy for non-residential land uses in an urban setting, and the below table also provides the calculations for the maximum allowed occupancy based on acreage per safety zone applicable to the Project.

| Snug Harbor Project | | Zone 2 Nonresidential Intensities | | | | Zone 4 Nonresidential Intensities | | | |
|---------------------|----------------|-----------------------------------|----------|---------------------|----------|-----------------------------------|----------|---------------------|----------|
| Safety Zone | Acres per Zone | Average People/Acre | | Maximum Single Acre | | Average People/Acre | | Maximum Single Acre | |
| | | 60 | 80 | 120 | 160 | 150 | 200 | 450 | 600 |
| Zone 2 | 5.79 | 347.4 | 463.2 | 694.8 | 926.4 | - | - | - | - |
| Zone 4 | 3.48 | - | - | - | - | 522.0 | 696.0 | 1566.0 | 2088.0 |
| Zone 6 | 6.16 | No Limit | No Limit | No Limit | No Limit | No Limit | No Limit | No Limit | No Limit |

The ALUC applies the suburban intensity parameters to the Project and provided the following occupancy calculations: 254 people per acre in Safety Zone 2; 770 people per acre in Safety Zone 4; and 972 people per acre in Safety Zone 6.

The Project traffic study and parking requirements ("Traffic Study") prepared for the Project EIR includes a detailed trip generation assessment based on the uses and traffic flow for the Project that quantifies the anticipated number of individuals in each Safety Zone. Moreover, the City's Project Conditions of Approval require compliance with these use parameters. Specifically, the assessment includes the development of trip generation rates, time-of-day distributions and estimates for the Project based on detailed programmatic attendance information and operational modeling data provided by industry experts. The occupancy for the Project shall comply with the estimates from the approved Trip Generation Assessment and Parking Demand Analysis reports, which estimates the following for daily activity: a) 1,400 visitors and surfers (comprised of 700 people in the surf lagoon, 140 people in the surf academy, 280 people in the restaurant, 70 people in the shops, 210 people in the yoga/fitness areas), and b) 70 employees. The maximum number of surfers in the lagoon is 72 at one time. The average number of people in the Project Area between the peak hour of 12:00 PM to 1:00 PM is 388 people. The average vehicle occupancy parameters assume visitor vehicles at 2.0 two people per vehicle, and employee vehicles at 1.0 people per vehicle.

Applying the parameters set forth in the Traffic Study, the anticipated number of individuals in each Safety Zone based on use and traffic flow are set forth herein. With respect to Safety Zone 2 which includes a portion of the surf lagoon, automobile parking and park maintenance facilities; a portion of the surf lagoon totaling 1.91 acres (37.8 percent of the total lagoon area), is the only area in Safety Zone 2 that would be steadily occupied by people and which yields an average potential of 27 people in the Safety Zone 2 lagoon area. There are also two proposed maintenance buildings totaling 2,000 square feet. The California Building Code assumes 300 square feet per person for maintenance uses, yielding seven employees potentially in Safety Zone 2. The combined occupancy of these uses in Safety Zone 2 totals 34 people over 5.79 acres or approximately six people per acre. Applying the Caltrans Handbook suburban limit of 40 to 60 people per acre

in Safety Zone 2 would allow approximately 232 to 347 total people over a total of 5.79 acres. Thus, for Safety Zone 2, with a total of 34 people over 5.79 acres, the Project would comply with the maximum allowable occupancy for non-residential land uses for either an urban setting (347.4 to 463.2 people) or suburban setting (232 to 347 people).

With respect to Safety Zone 4, it is comprised of 20 rooms for athlete accommodations and a portion of the surf lagoon. At a maximum of four athletes per room, these accommodations would total 80 people. The portion of the surf lagoon in Safety Zone 4 is 2.08 acres (41.2 percent of the total lagoon area), which equates to an average potential of 30 people in the Safety Zone 4 lagoon area. The total combined occupancy in Safety Zone 4 is 110 people over 3.48 acres or approximately 32 people per acre. Applying the Caltrans Handbook suburban limit of 100 to 150 people/acre in Safety Zone 4 would allow 348 to 522 people based on a total of 3.48 acres. Thus, for Safety Zone 4, with a total of 110 people over 3.48 acres, the Project would comply with the maximum allowable occupancy for non-residential land uses for either an urban setting (522 to 696 people) or suburban setting (348 to 522 people).

With respect to Safety Zone 6, it is comprised of a wider array of uses including a portion of the surf lagoon, the clubhouse area, beach areas and parking spaces spread over 6.16 acres. The portion of the Safety Zone 6 surf lagoon is 1.06 acres (21 percent of the total lagoon area), which equates to an average potential of 15 people in the Safety Zone 6 lagoon area. The Traffic Study noted 388 people during the peak hour from 12:00 pm to 1:00 pm. Subtracting out the total number of people in the lagoon area (72) equates to a potential of 316 visitors in Zone 6, which could be generally using the club house area. If all 70 employees were also in Safety Zone 6, it would bring the total maximum number of people in the clubhouse area to 386. The combination of occupancy in Safety Zone 6 totals 458 people over 6.16 acres or approximately 75 people per acre. Applying the Caltrans Handbook suburban limit of 200 to 300 people/acre in Safety Zone 6 would allow 1,232 to 1,848 people based on a total of 6.16 acres. Thus, for Safety Zone 6, with a total of 458 people over 6.16 acres, the Project would comply with the maximum allowable occupancy for non-residential land uses for either an urban setting, which has no limit, or suburban setting (1,232 to 1,848 people).

The Project is anticipated to host approximately 12 surf events/competitions per year that would be ticketed events similar in scale to other local sporting events. While the number of persons within the safety zones will increase during these

events, these increases are temporary in nature and not a part of the regular operation of the Project.

Lastly, the existing condition of the Project site experiences the highest concentration of persons at the restaurant and at driving range and putting range. These golf course components are within Safety Zone 2. Conversely, the Project places the highest concentration of persons into Safety Zone 6, within the amenity clubhouse building.

Based on the combined analysis from the Project Traffic Study, parking requirements and Project uses within each Safety Zone, the occupancy associated with each use area is within the Caltrans Handbook recommendations for each safety zone area using either the higher urban limits or the lower suburban limits.

C. *Project is consistent with the height standards of the AELUP*

The Federal Aviation Administration ("FAA") has the sole responsibility for studying and determining airspace hazards. The Project complies with FAA notification, pursuant to 14 Code of Federal Regulations ("CFR"), Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace. On May 6, 2025, the FAA issued a Determination of No Hazard for Air Navigation. As the tallest proposed buildings on the Project site would not exceed the 14 CFR Part 77 construction notification imaginary surfaces over the Property, the Determinations of No Hazard applied to all aspects of the Project.

ALUC determined that a Determination of No Hazard to Air Navigation does not automatically equate to a Consistency determination by the ALUC and that the Commission may find a project Inconsistent based on an Obstruction determination pursuant to Section 2.1.3 of the AELUP. However, no Obstruction was found since the Project heights are lower than 130-feet above mean sea level ("AMSL"). Specifically, Part 77 Obstruction Imaginary Surfaces requires a height of less than 130 feet AMSL. In this case, the maximum height of the Project is 71 feet which is below the 130-foot maximum height restriction and, therefore, is not an Obstruction. In no event will the Project's height limits be inconsistent with the parameters outlined in Subsection 3.2.6 (Height Restriction Zone) of the AELUP and FAA standards.

D. The Project is consistent with the overflight standards of the AELUP

Overflights will be the same with the Project as with the existing golf course. There was a total of 302,654 aircraft operations in 2023 at JWA. Of the total, only 9.7 percent (29,353 aircraft operations) flew over the Property. Approximately 95 percent of these overflights would be departures south of JWA and the remainder would include a mix of JWA arrivals north, overflights to other airports in the vicinity and helicopter traffic at JWA and within the vicinity of the airport. The average daily total overflights of the Property are 80 to 88. While persons in the Project area will generally notice departing aircraft at lower altitudes, it will be the same as the aircraft operations currently noticed over the golf course.

Section 2: Based on the foregoing findings, the City Council provides this notice of intention to overrule the ALUC's determination that the Project is inconsistent with the AELUP.

Section 3: The City Council hereby directs City staff to provide ALUC and State Department of Transportation, Division of Aeronautics, with notice of the City's intention to overrule ALUC's determination that the Project is inconsistent with the AELUP.

Section 4: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 5: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6: The City Council finds 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.

Specifically, the resolution does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because it is limited to the notification of the City's intent to overrule the ALUC determination and it does not authorize the development of the Property or commit the City to approve the Project. Potential project impacts will be analyzed when the City Council considers the Project.

Section 7: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.


ADOPTED this 9th day of September, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit A – Legal Description

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

Attachment B

ALUC Staff Report, dated August 7, 2025

File available via link due to size:

[https://ecms.newportbeachca.gov/WEB/
DocView.aspx?
id=3182070&dbid=0&repo=CNB](https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3182070&dbid=0&repo=CNB)

Attachment C

ALUC Determination Letter, dated August 11, 2025



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

August 11, 2025

Joselyn Perez, Senior Planner
City of Newport Beach
Community Development Department
100 Civic Center Drive, First Floor Bay B
Newport Beach, CA 92660

Subject: ALUC Determination for Newport Beach Snug Harbor Surf Park at 3100 Irvine Avenue (General Plan Amendment)

Dear Ms. Perez,

During the public meeting held on August 8, 2025, the Airport Land Use Commission (ALUC) for Orange County considered the subject item. The matter was duly discussed and with a 5-1 vote, the Commission found the Newport Beach Snug Harbor Surf Park at 3100 Irvine Avenue (General Plan Amendment) to be Inconsistent with *Airport Environs Land Use Plan for John Wayne Airport (AELUP for JWA)*.

Please contact me at AMailbox@ocair.com or (949) 252-5170 if you have any questions regarding this proceeding. Thank you!

Sincerely,

Kristal Carr - for Julie Fitch, Executive Officer

Kristal Carr
Recording Secretary

cc: ALUC Commissioners

Attachment D

City's ALUC Submittal

File available via link due to size:

[https://
ecms.newportbeachca.gov/
WEB/DocView.aspx?
id=3182072&dbid=0&repo=CNB](https://ecms.newportbeachca.gov/WEB/DocView.aspx?id=3182072&dbid=0&repo=CNB)

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn’t it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn’t it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk’s office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn’t it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.

From: Garrett, Errica
Sent: September 05, 2025 11:25 AM
To: Dept - City Clerk
Subject: FW: Save Newport Beach Golf Course

Errica Garrett
Administrative Assistant to the Mayor and City Council City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Nancy Montgomery <baddawghenri@gmail.com>
Sent: September 05, 2025 11:23 AM
To: Planning Commission <planningcommission@newportbeachca.gov>; Dept - City Council
<CityCouncil@newportbeachca.gov>
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Nancy Montgomery

Additional Comments:

Hi Benny,

So glad to be there last night. Very disappointed that we did not know about this sooner!
Is there anything we can do at this point to continue to battle approval?

From: [Garrett, Errica](#)
To: [Dept - City Clerk](#)
Subject: FW: Save Newport Beach Golf Course
Date: September 08, 2025 7:49:46 AM

Errica Garrett
Administrative Assistant to the Mayor and City Council
City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: richard hoagland <dickhoagland@gmail.com>
Sent: September 07, 2025 3:12 PM
To: Planning Commission <planningcommission@newportbeachca.gov>; Dept - City Council
<CityCouncil@newportbeachca.gov>
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

richard hoagland

Additional Comments:

With all your needs for affordable housing---this is a joke

From: [Garrett, Errica](#)
To: [Dept - City Clerk](#)
Subject: FW: My vote is against the surf park in NEWPORT BEACH!!
Date: September 08, 2025 7:49:29 AM
Attachments: [70fb9ada-7bcf-4981-9a4e-722109569b87.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)



Errica Garrett

Administrative Assistant to
the Mayor and City Council
City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660



From: Kerns, Denine <Denine.Kerns@elliman.com>
Sent: September 07, 2025 4:28 PM
To: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: My vote is against the surf park in NEWPORT BEACH!!

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

I am SO against this proposed Surf Park in Newport Beach, when we are blessed with the Pacific Ocean less than a mile away! Not only will we be wasting tons of water on this project, but the traffic it will bring to the neighborhood off Irvine Ave., the noise level it will bring to the area, and the disruption of the surrounding residential neighborhood. Why not somewhere further away from the ocean? not in our back yard!

Denine Kerns

Local realtor for almost 30 years!!



DENINE KERNS

LICENSED REAL ESTATE SALESPERSON

DOUGLAS ELLIMAN REAL ESTATE

Luxury Property Specialist

Service Beyond Your Expectations

DIRECT: 949.662.1633

OFFICE: 949.270.0440

MOBILE: 949.689.7078

Denine.Kerns@elliman.com

12 CORPORATE PLAZA, SUITE 100, NEWPORT BEACH, CA 92660

DRE #: 01248229

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From: [Garrett, Errica](#)
To: [Dept - City Clerk](#)
Subject: FW: Surf park
Date: September 08, 2025 7:49:08 AM

Errica Garrett
Administrative Assistant to the Mayor and City Council
City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Kim Bucher <kimbucher@me.com>
Sent: September 07, 2025 7:54 AM
To: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: Surf park

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

Please vote no on the surf park. It's not needed in our area and the location is already heavily trafficked all times of day. It would be much better at the Great Park where there are more tourist/ out of towners places, like the water park and Spectrum. We don't want or need the additional attention in our residential areas.

Thank you,
Kim Bucher
Resident of NB

From: [Garrett, Errica](#)
To: [Dept - City Clerk](#)
Subject: FW: Snug Harbor redevelopment
Date: September 05, 2025 3:19:52 PM

Errica Garrett
Administrative Assistant to the Mayor and City Council
City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: kandydoug <kandydoug@gmail.com>
Sent: September 05, 2025 3:19 PM
To: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: Snug Harbor redevelopment

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

Hello,

I am an over 25 year resident of Newport Beach living in the 3rd District. I recently learned than the planning committee has approve the redevelopment of the Newport Beach golf course into a surf pool.

My first reaction is why build a surf pool when we have the Pacific Ocean providing unlimited waves. It just doesn't make sense. It would be similar to Mammoth Mountain Ski Area building an indoor ski mountain in the town of Mammoth Lakes. Worst case is after a couple of years, the company operating it goes bankrupt and the community is stuck with this ugly useless structure.

The Newport Beach golf course, while not the greatest golf course, provides a great training ground for average golfers and especially for our children. If the driving range is redeveloped, then the only near by public driving range is in Costa Mesa and their driving range is already at capacity. I have an 11 year old daughter, and when she goes to the Newport Beach golf course driving range to practice in the evening, she has to wait for up to 20 minutes to get a spot. Even when she goes to Costa Mesa, she will have up to a 10 minute wait. Now with one less driving range in the area, the wait will be even greater. This does not benefit the community.

I urge you, the City Council, to vote against the approval of the surf pool, and keep our golf course that benefits more residents.

Thanks for your time.

Douglas Burford
1921 Tradewinds Ln.

Newport Beach, CA 92660

From: [Perry, Molly](#)
To: [Mulvey, Jennifer](#); [Farris, Jennifer](#)
Subject: FW: NB liability for override of ALUC rejection of Surf Park
Date: September 05, 2025 2:18:54 PM

I think we are going to have a lot of these.

-----Original Message-----

From: Jurjis, Seimone <sjurjis@newportbeachca.gov>
Sent: September 05, 2025 2:18 PM
To: Perry, Molly <MPerry@newportbeachca.gov>
Subject: FW: NB liability for override of ALUC rejection of Surf Park

Hi Molly,

For #22 on the agenda.
Thanks

Seimone Jurjis
Assistant City Manager
Office: 949-644-3282

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Jim Auster <jimauster@hotmail.com>
Sent: September 05, 2025 12:07 PM
To: alucinfo@ocair.com
Cc: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: NB liability for override of ALUC rejection of Surf Park

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

Please notify Newport Beach City Council they may be liable for any aircraft related incident if they override ALUC rejection of the Surf Park and any future residential development of Newport Beach Golf Course.
They may also be liable if development interferes with future runway extension.
Existing low density golf course is the only highest best and safest use of that property. Thank you for opposing this inappropriate development of the golf course Jim Auster
20401 Bayview Ave
Newport Beach

From: [Garrett, Errica](#)
To: [Dept - City Clerk](#)
Subject: FW: Please vote NO on Snug Harbor Surf Park
Date: September 05, 2025 12:49:08 PM

Errica Garrett
Administrative Assistant to the Mayor and City Council
City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: aaron@alt007.com <aaron@alt007.com>
Sent: September 05, 2025 12:09 PM
To: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: Please vote NO on Snug Harbor Surf Park

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Please vote NO on Snug Harbor Surf Park

Aaron

Santa Ana Heights Resident

1. Native species
 2. Extended valet location?
 3. Egress onto Irvine - right turn only or crossing Irvine to the left. Another traffic light?
- There were several other issues but presentation was rapid and so did not get all items

Also very concerned about the “other” development of 650 new units off Mesa and that neighborhood impact! Including to the Back Bay.

Let me know if I can help further!

From: Garrett, Errica
Sent: September 05, 2025 10:17 AM
To: Dept - City Clerk
Subject: FW: Save Newport Beach Golf Course

Errica Garrett
Administrative Assistant to the Mayor and City Council City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Jeffrey Olsen <jeffolsen2105@outlook.com>
Sent: September 05, 2025 9:40 AM
To: Planning Commission <planningcommission@newportbeachca.gov>; Dept - City Council
<CityCouncil@newportbeachca.gov>
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Jeffrey Olsen

Additional Comments:

From: Garrett, Errica
Sent: September 05, 2025 8:31 AM
To: Dept - City Clerk
Subject: FW: comment re ALUC override

Errica Garrett
Administrative Assistant to the Mayor and City Council City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Jim Auster <jimauster@hotmail.com>
Sent: September 05, 2025 8:31 AM
To: Dept - City Council <CityCouncil@newportbeachca.gov>; Perez, Joselyn
<JPerez@newportbeachca.gov>
Subject: comment re ALUC override

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

If NB overrides ALUC rejection of Surf Park due to safety concerns NB becomes liable for property damage and personal injury.

Jim Auster
20401 Bayview Ave NB

From: Garrett, Errica
Sent: September 05, 2025 12:20 PM
To: Dept - City Clerk
Attachments: surf park.pdf



Errica Garrett
Administrative Assistant to the
Mayor and City Council
City Manager's Office
Office: 949-644-3004
100 Civic Center Drive
Newport Beach, CA 92660



Garrett, Errica

From: Kellie Randle <krandle@randlecommunications.com>
Sent: September 04, 2025 1:07 PM
To: Planning Commission; Dept - City Council
Cc: Jeff Randle
Subject: surf ranch wave park

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

I live on the Peninsula in Newport Beach and am writing to voice my opinion AGAINST the surf park. The community golf course is a beautiful open space that has been there for years. You are completely changing the look and feel of Newport by adding these type of buildings. This is just blocks from the beach, not in the middle of a land locked state. This is a very bad decision for city planning and I hope you will vote against it.

Kellie and Jeff Randle

Garrett, Errica

From: Marjorie Austin <marjaustin@msn.com>
Sent: September 04, 2025 11:54 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Marjorie Austin

Additional Comments:

The golf course supports a much needed area of green grass and trees to clean the air. A wave surf park brings lots more traffic, tremendous amounts of chlorinated water offgasing and polluting air quality. The park makes a joke of the serious nature of its surroundings. City hall, library, auditorium. Put the surf park near the beach,. Thanks for thinking this through.

Garrett, Errica

From: Betsy Hall <bhall949@gmail.com>
Sent: September 04, 2025 10:01 AM
To: Dept - City Council
Subject: Newport Beach Golf course

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

The golf course should be maintained and improved for local use of our citizens. It provides recreation for a broader range of individuals, and maintains valuable open space and protects the natural environment.

A noise, crowded, selective use facility as proposed will not only deny a valuable sports activity for a large group of users , but will increase traffic and mobility in the area. This is especially concerning because it could hinder the response time for emergencies that require action from the immediately adjacent fire station.

Do the right thing for your citizens. DENY THE SURF PARK. Instead, support the beach community, plenty of surf right down the street !

Betsy Hall
Bayview Heights

Garrett, Errica

From: Shauna Amadore <dr.ahaunaamadore@gmail.com>
Sent: September 04, 2025 8:42 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Shauna Amadore

Additional Comments:

As a resident of Newport Beach I am adamantly opposed to destroying our golf course to experiment with a wave pool. Newport has fantastic beaches. We do not need a wave pool. We need the existing golf course to be renovated. Please don't allow this inevitable mistake. Do not allow the wave pool to continue.

Garrett, Errica

From: Bonnie Chase <bndchase@yahoo.com>
Sent: September 04, 2025 5:53 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Bonnie Chase

Additional Comments:

We support the Newport Beach Golf Course as a vital part of our community. We feel it offers golfing experiences at a reasonable price for our community and visitors. We do not approve the course being torn up for a wave park.

Del and Bonnie Chase

Garrett, Errica

From: Jessica Pino <jessnetzley@gmail.com>
Sent: September 03, 2025 4:47 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Jessica Pino

Additional Comments:

Garrett, Errica

From: Joe Matthews <joewattage@gmail.com>
Sent: September 03, 2025 2:38 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Joe Matthews

Additional Comments:

As a frequent visitor to Newport Beach the golf course and range are an amazing!! Please keep it around.

Garrett, Errica

From: Niki Parker <nikiparker.np@gmail.com>
Sent: September 03, 2025 12:49 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Niki Parker

Additional Comments:

This overdevelopment is not wanted or needed in our community. Please do not approve this wasteful project

Garrett, Errica

From: lisandro Moreira <lisandro.arch@gmail.com>
Sent: September 03, 2025 11:38 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

lisandro Moreira

Additional Comments:

My self and family supports golf and the Newport beach golf course!

Garrett, Errica

From: Mark Ford <markford@altec-inc.com>
Sent: September 03, 2025 9:13 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Mark Ford

Additional Comments:

I can afford to play at Pelican Hill Golf Course.

So many others cannot. Don't take that away from them. Just visit it for yourself and witness the joy that this low cost activity brings to all people of the community.

Move this to Irvine Park, surfers in Newport already have free access to our beaches.

Garrett, Errica

From: Victoria Cubeiro <mammacub2@reagan.com>
Sent: September 03, 2025 8:45 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Victoria Cubeiro

Additional Comments:

These huge projects are not appropriate for family oriented Newport Beach. We already have a surfing beach and the entire coast up to Huntington Beach is for surfing. Artificial parks like this are not sustainable. Please reconsider. Coal to Newcastle.....This is not Idaho.

Garrett, Errica

From: Michael Philipps <michael.philippsmd@gmail.com>
Sent: September 03, 2025 8:04 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Michael Philipps

Additional Comments:

The high water and energy consumption of this project are of great concern and make approval in our area of Southern California irresponsible. Also we should not be promoting luxury development over community needs.

Garrett, Errica

From: Fredrick Mancina <rbkingfm@gmail.com>
Sent: September 03, 2025 7:59 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Fredrick Mancina

Additional Comments:
Keep the golf course!

Garrett, Errica

From: Jenieve Badajoz <jenievemd@gmail.com>
Sent: September 03, 2025 7:45 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Jenieve Badajoz

Additional Comments:
Stop the wave pool

Garrett, Errica

From: Irene Macauley <irene.macauley@gmail.com>
Sent: September 03, 2025 7:31 AM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Irene Macauley

Additional Comments:

From: Jim Auster <jimauster@hotmail.com>
Sent: September 03, 2025 6:51 AM
To: Dept - City Council; Perez, Joselyn
Subject: comments to Planning Commission re 9/4 review of Surf Park EIR
Attachments: Document (6).docx

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Critical Comments on Draft EIR for Surf Park 2024110238

Submitted July 7, 2025 to Planner Joseyn Perez and Newport Beach City Council by

Jim Auster and Merrilee Bliss, 20401 Bayview Ave, Newport Beach

jimauster@hotmail.com merrileebliss@gmail.com 9706187682

Focused Review of "Less Than Significant Impact" Statements and Cumulative Impact Concerns

The following are critical comments on each line item within the Draft Environmental Impact Report (EIR) for Surf Park 2024110238, specifically addressing those where the EIR claims a "less than significant impact." These comments challenge the accuracy of such findings, particularly where they ignore or understate significant cumulative impacts. The loss of the middle parcel of the Newport Beach Golf Course is analyzed as a pivotal factor, given its potential to make the continuation of the golf course unviable and open the door to high-density housing development on holes 3-8.

1. Land Use and Planning

- EIR Finding: Less than significant impact on existing land use and planning.
- Critical Comment: This conclusion fails to account for the substantial disruption caused by the loss of the golf course's middle parcel. The continuity and function of the Newport Beach Golf Course are compromised, effectively rendering the entire course non-viable for continued operations. The EIR should address the domino effect, including the strong likelihood that the remaining holes (3-8) will be redeveloped for high-density housing, dramatically altering the character and land use of the neighborhood. The cumulative effect on open space, recreational amenities, and community character is highly significant and has been ignored.

- The EIR fails to consider the serious contradiction and intentional misinformation included in Surf Park's development application.
- The Surf Park application dishonestly claims that golf will continue on the parcel with holes 3-8.
- Property owners have not given a lease or any written commitment to Surf Park developers for continuation of golf on that parcel.
- In contradiction, the owners have asked Newport Beach to include that parcel on the list sent to CA for 690 units of high-density Element Housing.
- City of Newport Beach has included south golf course parcel on Element Housing list submitted to CA to meet their required numbers of housing units but has accepted and is processing Surf Park application that commits to a continuation of golf on the same parcel.
- Application for housing overlay and rezoning from Recreational Open Space to High Density Residential on south parcel has been made by Newport Beach to California Coastal Commission.
- The City of Newport Beach has submitted an application to the CA Coastal Commission for a housing overlay that will rezone that parcel from recreational open space golf course to allow high-density housing.
- There cannot be both golf and high-density housing on that same parcel.
- Surf Park application must include a long-term lease for golf on south parcel or be withdrawn and resubmitted.
- Housing on south parcel is not speculative, an application for rezoning has been made
- High density housing on south parcel is a significant impact of Surf Park but is not reviewed in EIR.

2. Recreation

- EIR Finding: Less than significant impact on recreational resources.
- Critical Comment: The assertion of minimal impact is misleading. The loss of the middle parcel fragments the golf course, ending the possibility of its continued operation and permanently removing a significant recreational asset from the community. This impact is not only direct but cumulative, as the loss of green space and recreation is compounded by the potential conversion of remaining golf holes into residential development, putting further strain on already limited local recreational resources.
- The Newport Beach Golf Course (NBGC) has been a cornerstone of the community since the 1970s. For generations, it has provided an accessible and affordable recreational option for both locals and tourists. Its long-standing presence has made it a beloved institution in Newport Beach, fostering a sense of community and continuity.
- The NBGC stands out as one of the few affordable and accessible golf courses in the area. The nearby Costa Mesa golf course, while a choice, is overcrowded, slow play, much longer course to play and walk, and more challenging and unsuitable for beginners and children. Additionally, it is much more expensive.
- Other public golf courses in Orange County either fall short in terms of affordability, accessibility, or are simply too far away to be practical alternatives.
- It is important to address the error in the Environmental Impact Report (EIR) map, which incorrectly identifies the nearby Santa Ana Country Club as the Costa Mesa Country Club. This mistake needs to be corrected to ensure the accuracy of the report and misinformation that another public course is nearby.

- The potential loss of the NBGC would have a significant negative impact on the community. Many locals and tourists rely on the golf course for their recreational activities. Its closure would deprive the community of a valuable and cherished resource.
- The NBGC offers a unique advantage with its shorter rounds of golf. Players can enjoy without much waiting nine holes in just 1-1/2 hours or 18 holes in 3 hours, compared to the five- or six-hour rounds at other courses. This makes it an ideal option for those with limited time or those who prefer a quicker game.

3. Population and Housing

- EIR Finding: Less than significant impact on population growth and housing.
- Critical Comment: The EIR fails to acknowledge the true cumulative impact that will arise from the site's likely transition to high-density residential development. Once the middle parcel is lost and the golf course ceases to function, there will be significant pressure to redevelop the remaining land. This will result in an influx of new residents and a substantial change to the local demographic profile, with significant implications for infrastructure, services, and traffic—all of which the EIR does not meaningfully address.
- The Surf Park application claims that golf will continue on the parcel with holes 3-8. However, the property owners have not given a lease to Surf Park developers for golf on that parcel.
- Additionally, the owners have asked for Newport Beach to include that parcel on list sent to CA for 690 units of high-density Element Housing.
- The City of Newport Beach has submitted an application to the CA Coastal Commission for a housing overlay that rezones that parcel for high-density housing. There cannot be both golf and high-density housing on that same parcel.
- EIR fails to consider this serious contradiction and intentional misinformation included in Surf Farm's development application.
- Surf Park should be required to resubmit application and start the process over..

4. Aesthetics and Visual Resources

- EIR Finding:
- Less than significant impact on visual character of the site.
- Critical Comment: The transformation from open green space to Surf Park and high-density housing dramatically alters the visual landscape and aesthetic value of Newport Beach. The EIR overlooks the collective significance of losing both the immediate scenic qualities of the golf course and the broader sense of openness and identity associated with the site. The cumulative loss of visual resources is significant and irreversible.

5. Traffic and Circulation

- EIR Finding: Less than significant impact on local traffic and circulation.
- Critical Comment: This finding is unsupported, as the redevelopment of the site for housing will substantially increase vehicular traffic, exacerbate congestion, and strain existing roadways. The EIR analysis ignores cumulative traffic impacts arising from both the new Surf Park and potential residential development, which together pose a significant burden on local infrastructure.

6. Noise

- EIR Finding: Less than significant impact on ambient noise levels.
- Critical Comment: The EIR fails to consider the combined noise impacts from the Surf Park, construction activities, and increased population density resulting from new housing. The cumulative noise effect on neighboring communities, both in the short-term (construction) and long-term (increased activity), is potentially significant and understated in the EIR.
- Surf Park customers will be subject to extreme high noise from flights taking off and landing directly overhead which will negatively affect surfers critical focus on surfing, disturb observers, restaurants users, and hotel accommodation guests.
- With 65-70-75 db and higher noise level this site is unsuitable for Surf Park.
- With \$50,000,000 construction cost, lease, interest, operating cost, energy cost, insurance, etc high noise level to Surf Park customers is an impact that is not in EIR.
- With high noise Surf Park may be unpopular, fail to be profitable and be shut down with permanent impacts from terrain modification, irreplaceable loss of golf course, and inevitable residential and commercial development of the site that needs to be considered as an impact by EIR

7. Air Quality

- EIR Finding: Less than significant impact on local air quality.
- Critical Comment: The assessment disregards the cumulative and long-term air quality impacts from the loss of green space, increased vehicular traffic, and dense housing development. With fewer trees and open areas to buffer pollution, and more cars and construction activity, air quality is likely to worsen rather than remain insignificant.

8. Biological Resources

- EIR Finding: Less than significant impact on biological resources
- Critical Comment: The EIR's conclusion is inaccurate, as the cumulative loss of open space and mature landscaping will degrade local habitat for birds and other wildlife. The transition from golf course to urban development results in a net loss of biodiversity and ecosystem services, which is a significant adverse impact ignored by the current analysis.

9. Hydrology and Water Quality

- EIR Finding: Less than significant impact on surface water and drainage.
- Critical Comment: With the loss of permeable golf course land and the addition of impervious surfaces from new development, the cumulative impact on stormwater runoff, drainage, and water quality will be substantial. The EIR does not adequately address the risk of flooding and pollution that will be exacerbated by the proposed land use changes.

10. Archeological Impacts

- The Surf Park's Draft Environmental Impact Report notes existing archaeological concerns.
- Screening excavated material from the site for artifacts and human remains would raise construction costs and extend the timeline.
- With a \$50 million investment, these added expenses could threaten the project's financial feasibility and complicate availability of financing.

11. Utilities and Service Systems

- EIR Finding: Less than significant impact on utilities and services.
- Critical Comment: The EIR minimizes the demands that a high-density housing development will place on water, sewer, energy, and public services. The cumulative effect of increased population and loss of open space is likely to overwhelm existing systems, leading to service disruptions and costly infrastructure
- The surf park will use many times more electrical power than can be collected by the planned number of solar panels with a significant impact of power consumption.
- The reflected light and appearance of those solar panels will impact the view from Irvine Ave and the surrounding neighborhood.
- The installation of solar panels can have unintended consequences on aviation safety, particularly at John Wayne Airport. The reflection from solar panels has the potential to blind pilots during their final approach, posing a significant risk to flight operations. This issue necessitates careful consideration if there is any orientation of panels and mitigation strategies to ensure that the benefits of solar energy do not compromise the safety of air travel.

12. Impacts to John Wayne Airport

- The long-term plan for expansion of the runway at John Wayne Airport (JWA) onto the County-owned back nine raises several safety and environmental concerns. The proximity of the Surf Park and housing developments closer to the end of the runway will result in excessive unacceptable noise levels for Surf Park users and residents and pose significant unacceptable unmitigated risks in the crash zone that includes all of NBGC.
- There is no increased safety risk with no development, existing golf course is low density use, is the safest, and is only appropriate land use for this property directly under the John Wayne Airport flight path.'
- In response to a runway overrun FAA may mandate JWA runway extension as a requirement to keep JWA open.
- But if runway extension is unsafe and is blocked by development of Surf Park and housing on middle and south parcels both Surf Park and 690 units of housing would have to be removed at enormous expense to the County.
- Additionally, as said above the installation of solar panels will reflect direct sunlight and unavoidably blind pilots during their final approach, compromising aviation safety.
- These factors highlight the need for a thorough assessment and mitigation strategies to ensure the safety and well-being of the airport and surrounding community.

13. Financial Viability and Economic Impact

- EIR does not study the financial feasibility of the project and the impact on the property, the community, and the local economy if it fails.

- EIR has no information whether proper market research study has been done for expensive artificial surfing a few miles from free world-class surfing in Newport Beach. Other similar surf projects are in dry inland areas with no natural surfing.
- Local surfers are unlikely to pay \$200/hr to use Surf Park when there is free natural surfing nearby. Surf Park may become an embarrassment and bad joke on public media for any local or tourist who admits to using it.
- Presumption of Surf Park developers that tourist will come to Newport Beach for artificial surfing is unsupported and may be incorrect.
- Surf Park may be a scheme by landowners just to kill the golf course and open south parcel for high density high profit housing regardless of, considerable risk of financial failure, loss of golf course, and the significant impacts of the project.
- Artificial surfing may be an embarrassment to Newport Beach as a tourist attraction and its reputation for great real surfing on miles of beautiful beach.
- There is substantial risk of financial failure from \$50,000,000+ investment, high lease cost, high interest rates, high operational cost, high energy cost, and much less demand for artificial surfing in Newport Beach than can be assumed or hoped for by project developers and investors.
- The consequence of financial failure is loss of all potential positive economic benefits of Surf Park listed in EIR, permanent irreplaceable loss of the Newport Beach Golf Course for recreation, and opening the site for higher impacts of housing and commercial development
- All these impacts must be reviewed to ensure a thorough understanding of the financial risk of Surf Park and the potential consequences it fails.

Conclusion

The Draft EIR for Surf Park 2024110238 systematically understates or ignores significant cumulative impacts across all major categories. The loss of the golf course's middle parcel is a pivotal event with far-reaching consequences, making the continuation of golfing operations unviable and setting the stage for high-density residential development. This will have profound and lasting effects on land use, recreation, aesthetics, infrastructure, and the environment. The EIR must be revised to fully and transparently address these impacts, backed by thorough cumulative impact analysis and community input.

Surf Park's many impacts and the risk of any development of Newport Beach Golf Course to the community and to operations and aviation safety at John Wayne Airport make keeping the existing golf course the **highest and best use** of the property. The landowners built the golf course for profit and public enjoyment and after fifty years continue to make a substantial return on their investment. They made a long-term commitment to public recreation by building this golf course in this location and have no need or justification to now increase their profit by destroying the golf course and developing the property for other uses. Many generations of the community have enjoyed and are

dependent for recreation at this location with no similar facility or practical recreational alternative and replacement for Newport Beach Golf Course.

The cumulative impact of so many “less than substantial” impacts in EIR report leaves the only reasonable choice is **no development and no impacts** as recommended by **EIR, 8.9**.

“Therefore, pursuant to CEQA, the No Project/No Build Alternative has been identified as the Environmentally Superior Alternative”

Garrett, Errica

From: Tabitha Chappelle <tabithachappelle@gmail.com>
Sent: September 02, 2025 11:30 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Tabitha Chappelle

Additional Comments:

I oppose the plan to bulldoze the Newport Beach Golf Course for a financially speculative wave pool project, or whatever is truly happening with this proposal. The Newport Beach Golf Course has created a place for young and old to learn the life lessons of golf. One of those people being my son. I am so grateful this place exists. My son adores golf, but my single mom budget doesn't allow for the more luxurious golf courses that are prevalent in NB. This golf course has allowed me to let him continue practicing at the driving range or play a round with his friends. I love that you do not need a fancy membership to do something you love. Please keep the Newport Beach Golf Course for the young, the old, the veterans, the students, the single parents stretched thin, the families on a budget, tourists and family visiting from out of town. This golf course is so important to all of our NB Schools! Please let this course continue to be a part of our lives. Tabitha.

Garrett, Errica

From: Ernesto Banta <erniebanta@yahoo.com>
Sent: September 02, 2025 10:47 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Ernesto Banta

Additional Comments:

Please save the Newport Beach Golf Course

Garrett, Errica

From: Lorian Petry <lorianpetry@hotmail.com>
Sent: September 02, 2025 10:03 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Lorian Petry

Additional Comments:

Why is it necessary or even advisable to put a surf park just off the coast of one of the most sought after surfing areas of California? I can understand one in Fresno, but definitely not Newport Beach.

Garrett, Errica

From: Mary Ann Bruce <mabruce40@gmail.com>
Sent: September 02, 2025 9:20 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Mary Ann Bruce

Additional Comments:

Do not need another wave park!

Garrett, Errica

From: Christine Luetto <crisluetto@hotmail.com>
Sent: September 02, 2025 8:23 PM
To: Dept - City Council
Subject: Yes to the Surf Park

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

Newport Beach City Council

100 Civic Center Drive

Newport Beach, CA 92660

Dear Mayor and Council Members,

I have been proud to call Newport Beach home for more than fifty years, and as a long-time Dover Shores resident, I am writing from the heart to share my support for two community treasures: our surf camp and the 9-hole course on Irvine Avenue.

These are not just recreational programs—they're part of what makes Newport Beach such a special place to raise a family and build a life. The surf camp gives our kids the chance to grow up with the ocean as their classroom, learning confidence, respect, and joy from the waves. And the 9-hole course on Irvine Avenue has the potential to be a gathering place where families, neighbors, and friends can come together in a healthy, active, and accessible way.

Our city has grown and changed over the years, but it is programs like these that keep our community grounded in what really matters—families, outdoor living, and shared experiences. I truly believe Newport Beach will be stronger and more connected if we continue to support them.

Thank you for listening and for your service to our community.

Warm regards,

Garrett, Errica

From: Vanessa Vo <vanessa.vo0914@gmail.com>
Sent: September 02, 2025 7:50 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Vanessa Vo

Additional Comments:

Please do not bulldoze our golf course! The course has been there for years, and in those years I have played on it countless times. If you remove the course you will also be removing my memories. So once again, please do not remove the golf course!

Garrett, Errica

From: Mike Toal <michael.toal@calbt.com>
Sent: September 02, 2025 7:30 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Mike Toal

Additional Comments:

Please do not destroy the only affordable golf course in the area when we have a coastline of waves already. Thanks

Garrett, Errica

From: Mary Allyn Dexter <maryallyn.dexter@gmail.com>
Sent: September 02, 2025 6:51 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Mary Allyn Dexter

Additional Comments:

Please keep the golf course as is. Newport has genuine waves. It does need this.

Garrett, Errica

From: marie douglass <momdouglass@gmail.com>
Sent: September 02, 2025 6:50 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

marie douglass

Additional Comments:

no on the surf pool! Keep the Golf Course!

Garrett, Errica

From: Christine Pappas <bradpap@prodigy.net>
Sent: September 02, 2025 6:44 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Christine Pappas

Additional Comments:

No need for a commercial wave enterprise when the ocean is steps away. Preserving our public golf course is most important!

Garrett, Errica

From: Katherine Meleski <Kmeleski@sbcglobal.net>
Sent: September 02, 2025 6:37 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Katherine Meleski

Additional Comments:

Garrett, Errica

From: Ray Hart <ray@rhgc.cc>
Sent: September 02, 2025 6:35 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Ray Hart

Additional Comments:

Good afternoon Chairman Harris and Planning Commission Members,

Does the city intend to have a income stream (profit) from this operation?

For those of us who do not know this fact;

A government's profit is not measured in dollars and cents, a government's profit is measured in good governmental services, good roads, good fire and police departments.

Good schools, community activities, libraries, parks, sports fields and courts, after school, weekend and summer activities.

I do not intend to have the city be your babysitter, I mean family activities.

Where will we commoners that do not what to or have the resources to pay for expensive memberships and high round fees go to play golf ?

Good governmental services would be Newport Beaches profit for (all of us) our community.

Where will the School golf squad practice and learn. I'm pretty sure the NHHS Surf Team practices and learns about surfing just 4.5 miles away, in the OCEAN..

I have heard the City of Newport Beach does not own this parcel of land in question.

If this is true the first order of business on the Planning Commission's agenda should be make a plan for the City to purchase this property in order to secure this community asset.

If this parcel is not for sale, I'm sure the city has exercised it's Eminent Domain Authority in the past.

This time it would be for the good of the community and not for the benefit of an investment group's P&L statement.

Save our Golf Course for us, the people, ALL the people.

In all sincerity,

Ray Hart

949 795 1122

Garrett, Errica

From: William Manclark <manclark01@gmail.com>
Sent: September 02, 2025 6:31 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

William Manclark

Additional Comments:

We live 3 miles from the ocean plenty of surfing there current location is being utilized by many many people it's more useful as a golf course than it is a stupid swimming pool that no one will be swimming in in the dead of winter

Garrett, Errica

From: Moniqua Christensen <moniquac@yahoo.com>
Sent: September 02, 2025 6:22 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Moniqua Christensen

Additional Comments:

Save the Newport Beach Golf Course as it's a better use of land, esthetically more appealing and enjoyable for families as well as environmentally better use of land. PEOPLE BEFORE PROFITS!

Garrett, Errica

From: Maureen McCarthy <lidomo@aol.com>
Sent: September 02, 2025 6:01 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Maureen McCarthy

Additional Comments:

Please don't forget waste water on this project!
Save the golf course

Garrett, Errica

From: Gregory DiRocco MD <gdiroccomd@yahoo.com>
Sent: September 02, 2025 5:59 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Gregory DiRocco MD

Additional Comments:
Save the golf course!

Garrett, Errica

From: Karen Knoche <karen@primepacific.com>
Sent: September 02, 2025 5:44 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Karen Knoche

Additional Comments:

The golf course caters to an older population, while a wave park caters to the youthful. We oldest have paid taxes for years and should not be denied needed recreational activities. Youth can go to the ocean!

Garrett, Errica

From: Tim Sarell <timsarell@yahoo.com>
Sent: September 02, 2025 5:20 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Tim Sarell

Additional Comments:

We live next to a beautiful ocean. Please don't take away peoples' outlet to get outside and play some golf. Waste of space and money.

Thank you.

Garrett, Errica

From: Scott Downie <sdjoking@yahoo.com>
Sent: September 02, 2025 5:17 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Scott Downie

Additional Comments:

Garrett, Errica

From: Kimberly Kistler <kdkistler@gmail.com>
Sent: September 02, 2025 5:09 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Kimberly Kistler

Additional Comments:
Don't build a surf patk

Garrett, Errica

From: Nancy Montgomery <baddawghenri@gmail.com>
Sent: September 02, 2025 4:48 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Nancy Montgomery

Additional Comments:

Bad idea all the way around

Garrett, Errica

From: Ethan Lyn <ethan.m.lyn@gmail.com>
Sent: September 02, 2025 4:15 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Ethan Lyn

Additional Comments:

Garrett, Errica

From: Leslie Raasch <ocfoodsnob@hmail.com>
Sent: September 02, 2025 4:11 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Leslie Raasch

Additional Comments:

A wave park is a completely irresponsible choice! Do not move forward with this project

Garrett, Errica

From: villavaldez@icloud.com
Sent: September 02, 2025 4:00 PM
To: Planning Commission
Cc: Dept - City Council
Subject: No WAVE POOL

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

To Whom It May Concern,

I'm writing to express strong support for keeping the current golf course in place and to oppose the proposed construction of a wave pool.

My family and I golf on that course every week, and it's an important recreational and community space for us.

Additionally, we already have a beach just two miles away, making the new proposal unnecessary. Please count this as a vote to **keep the golf course** and **say no to the wave pool**.

Thank you for your time and consideration.

Sincerely,

Brandy Valdez



www.bcandy.com
facebook.com/b.candy.oc
@bcandy_oc #bcandy

Garrett, Errica

From: Emery Rust <emeryrust@gmail.com>
Sent: September 02, 2025 3:57 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Emery Rust

Additional Comments:

Garrett, Errica

From: S Asik <selasik@gmail.com>
Sent: September 02, 2025 3:30 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

S Asik

Additional Comments:

respect the community's choice and reject the wave park— Save the Newport Beach Golf Course!!

Garrett, Errica

From: Kelly O'Connor <ocdvinc@gmail.com>
Sent: September 02, 2025 3:22 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Kelly O'Connor

Additional Comments:
Save the Newport Beach golf course!

Garrett, Errica

From: Steve Tate <Tatertot845@gmail.com>
Sent: September 02, 2025 3:16 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Steve Tate

Additional Comments:

22 years, once a week I played there...

Garrett, Errica

From: Roma Braun <pacificpaws@verizon.net>
Sent: September 02, 2025 3:14 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Roma Braun

Additional Comments:

Garrett, Errica

From: Lucy Bussman <lucy.bussman@gmail.com>
Sent: September 02, 2025 3:09 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Lucy Bussman

Additional Comments:

Garrett, Errica

From: Shane Goulding <Shanegoulding@gmail.com>
Sent: September 02, 2025 3:06 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Shane Goulding

Additional Comments:

Getting rid of an affordable golfing option in an area that is almost unaffordable to live in would be a travesty.

Garrett, Errica

From: Laura McCants <lauramccants@cox.net>
Sent: September 02, 2025 3:02 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Laura McCants

Additional Comments:

I believe this is a terrible waste of water that is supposed to be for the residents of Newport Beach. I also believe that pool will be full of

Oil and jet fuel from the airplanes taking off, the same the houses are that are in the flight path from the airport.

Garrett, Errica

From: Carol Rinderknecht <rinderbythebay@gmail.com>
Sent: September 02, 2025 2:57 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Carol Rinderknecht

Additional Comments:

not a good use of resources whrn we are literally a mile from the Pacific Ocean

Garrett, Errica

From: Dave Cousyn <davecousyn@yahoo.com>
Sent: September 02, 2025 2:56 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Dave Cousyn

Additional Comments:

Please keep this amazing recreational resource in Newport Beach. Don't be guilty of erasing a piece of Newport History.

Garrett, Errica

From: Morgan McGee <mcgee.morgan@gmail.com>
Sent: September 02, 2025 2:49 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Morgan McGee

Additional Comments:

Garrett, Errica

From: Duranne Collins <tealduranne@gmail.com>
Sent: September 02, 2025 2:41 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Duranne Collins

Additional Comments:

Garrett, Errica

From: john petry <JOHNCPETRY@HOTMAIL.COM>
Sent: September 02, 2025 2:39 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

john petry

Additional Comments:

There are more golfers than surfers.

Garrett, Errica

From: Michael Hennings <michaelchennings@gmail.com>
Sent: September 02, 2025 2:39 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Michael Hennings

Additional Comments:

Garrett, Errica

From: Jim Symes <jtsymbo@yahoo.com>
Sent: September 02, 2025 2:36 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Jim Symes

Additional Comments:

Garrett, Errica

From: John Ferraro <johnferraro1@mac.com>
Sent: September 02, 2025 2:36 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

John Ferraro

Additional Comments:

We have miles of coastline available here in Newport Beach. There's no reason on earth to take away the heart of the back bay with the golf course demolition. It would be a huge loss to the community and for all age brackets concerned from ages 5 to 95. It's a haven of rest and relaxation for thousands of golfers

Garrett, Errica

From: Henry Robles <sarobles@verizon.net>
Sent: September 02, 2025 2:34 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Henry Robles

Additional Comments:

Please! NO WAVE PARK! We Love The Golf Course! It's THE BEST! Surfers PLEASE USE OUR FINE BEACHES..... PLEASE

Garrett, Errica

From: Scott PICKARD <1scottp@gmail.com>
Sent: September 02, 2025 2:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Scott PICKARD

Additional Comments:

Green grass, open space, 80 plus jobs. Keep the golf course! I surf and shape boards and have been to the Palm Springs wave pool! Excessive noise, fake waves and empty 70% of the time. Please don't allow special interests to take away a community favorite!

Thank you.

Garrett, Errica

From: Daune Finke <dauneff@gmail.com>
Sent: September 02, 2025 2:27 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Daune Finke

Additional Comments:

We do not need a surf park. We have entire ocean for surfing that is less than a 10 minute drive from the golf course. We need more golf course in Orange County not less!!! The community wants golf courses - that is why tee times fill up in advance every week. What are the metrics used to show the consumer need for this wave pool surf project?

Garrett, Errica

From: Scott Miller <scottiedog98@yahoo.com>
Sent: September 02, 2025 2:22 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Scott Miller

Additional Comments:

No to any redevelopment, save Newport Golf course!

Garrett, Errica

From: Minnie Ballard <minnie.ballardelectric@gmail.com>
Sent: September 02, 2025 2:22 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Minnie Ballard

Additional Comments:

Why take away the only public affordable golf course in Newport Beach. The traffic will be a definite impact for the area. Why surf in a pool when you have a big beautiful ocean available? Thank you for your time and help!

Garrett, Errica

From: Jerome Soitel <jerome@trintraders.com>
Sent: September 02, 2025 2:18 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Jerome Soitel

Additional Comments:

My grand father teach my father and my father teach me and I teach my kids. This is the same story apply to most of us. A project like that don't feet into the environment.

Garrett, Errica

From: Kel Garrett <kg247ca@gmail.com>
Sent: September 02, 2025 2:13 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Kel Garrett

Additional Comments:

Traditionally golf courses enhance the neighborhoods where they are built, the wealthiest in the upper levels of social economic standards across all ethnic groups have bought homes amongst golf courses. This is definitely obvious in cities such as Palm Springs CA, Scottsdale AZ, Palm Beach FL, and so on. Newport Beach falls into that category of cities, where more affluent people will buy homes around golf courses, which in turn brings people of similar socioeconomic thinking into the same areas. On the other hand, Surfers have a good reputation as athleticism and sports minded people, their communities are within the lower socioeconomic areas of society, they generally live beyond their means and have a poor reputation for drug use. In summation, there isn't any similarities between these two types of people who operate at different levels of thinking and business sense. They are both at extreme ends of the social economic spectrum of society. The golfer is by far and away the most accomplished person in that specific area of society. Thank you.

Sincerely,
Kel Garrett

Garrett, Errica

From: Marjorie Adams <marjorie.adams13@gmail.com>
Sent: September 02, 2025 2:11 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Marjorie Adams

Additional Comments:

I strongly oppose the plan to create a wave park on the current site of Newport Beach Golf Course! It makes no sense to build such a facility in a city which has excellent, natural waves a short distance away. I also oppose this project due to the high volume of water it will require. SoCal is an area of perpetual drought and this scarce resource should be protected, not squandered. Newport Beach Golf Course and its amenities have served the community well over its tenure. It is a local, family-oriented facility which provides an affordable place to learn, practice and enjoy the game of golf. I do not agree with replacing it with an exclusive, expensive, unnecessary wave park.

Garrett, Errica

From: Nancy Hernandez <nancyjhernandez@live.com>
Sent: September 02, 2025 2:10 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Nancy Hernandez

Additional Comments:

Please, just keep the beautiful green grass golf course.

Garrett, Errica

From: Louis DeSandro <loudesandro@yahoo.com>
Sent: September 02, 2025 2:06 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Louis DeSandro

Additional Comments:
Listen to the people.

Garrett, Errica

From: Drue Coberly <druecoberly@icloud.com>
Sent: September 02, 2025 2:05 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Drue Coberly

Additional Comments:

Garrett, Errica

From: Kel Garrett <kg247ca@gmail.com>
Sent: September 02, 2025 2:05 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Kel Garrett

Additional Comments:

Traditionally golf courses enhance the neighborhoods where they are built, the wealthiest in the upper levels of social economic standards across all ethnic groups have bought homes amongst golf courses. This is definitely obvious in cities such as Palm Springs CA, Scottsdale AZ, Palm Beach FL, and so on. Newport Beach falls into that category of cities, where more affluent people will buy homes around golf courses, which in turn brings people of similar socioeconomic thinking into the same areas. On the other hand, Surfers have a good reputation as athleticism and sports minded people, their communities are within the lower socioeconomic areas of society, they generally live beyond their means and have a poor reputation for drug use. In summation, there isn't any similarities between these two types of people who operate at different levels of thinking and business sense. They are both at extreme ends of the social economic spectrum of society. The golfer is by far and away the most accomplished person in that specific area of society. Thank you.

Sincerely,
Kel Garrett

Garrett, Errica

From: Philip Mock <pmock33@gmail.com>
Sent: September 02, 2025 2:05 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Philip Mock

Additional Comments:

Save the Newport Beach Golf Course!!

Garrett, Errica

From: Griffen Gout <griffengout@gmail.com>
Sent: September 02, 2025 1:56 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Griffen Gout

Additional Comments:

This plan for a wave pool makes no sense when there are miles of beach 15 minutes away. To take away local favorite for those looking to golf with friends or take their younger kids to learn how to golf would be a shame.

Garrett, Errica

From: Jeff Levine <gojbar@yahoo.com>
Sent: September 02, 2025 1:49 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Jeff Levine

Additional Comments:

This plan to build a giant pool of water in an ongoing drought makes no sense. Let's provide ongoing recreation to a large group of people that wish to be active. Including the youth of the area. There's a giant ocean to surf. There isn't a similar alternate option for these young golfers. All points that I'm sure have been conveyed. Maybe let's follow the money. Who' are the funds behind this proposed project and what's the link to the commission. Seems suspect.

Garrett, Errica

From: David Sonke <davesonke@gmail.com>
Sent: September 02, 2025 1:44 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

David Sonke

Additional Comments:

I oppose the plan to replace the golf course with a wave pool due to many unknowns, mostly with revenue replacement and management. Please do not allow this to happen.

Garrett, Errica

From: Todd Court <tcorocks@gmail.com>
Sent: September 02, 2025 1:42 PM
To: Sam Pulino
Cc: Planning Commission; benny@keepnbgolfcourse.com; Dept - City Council; Julie Pulino
Subject: Re: Newport Beach Golf Course agenda item

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

Very well said.

On Tue, Sep 2, 2025 at 1:14 PM Sam Pulino <sampulino@gmail.com> wrote:

Dear Planning Commissioners, I want to voice my opinion that Newport Beach NEEDS the Newport Beach Golf Course and DOES NOT need a wave pool.

Young and old alike visit the NBGC in high numbers daily! It is a local treasure that should remain as is and improved, not bulldozed under. NBGC is the only affordable venue for golf in the area. A place where people congregate around a shared love for the game. A place where some can take a parent, child and grandchild all at the same time. A place that builds lasting memories of time well spent with those most important to us. Golf makes the world smaller and that is what we need in this day and age.

With world class beaches just minutes away, there is no need for a wave/water park, which is a speculative venture at best.

I urge you to reject this unnecessary development. Thank you! Sam Pulino

Sam Pulino
441 Fernleaf Ave
Corona Del Mar, Ca 92625
925-200-0947 cell
Sent from my iPhone by voice, please disregard any misspellings

Garrett, Errica

From: Linda Oeth <linda.oeth@gmail.com>
Sent: September 02, 2025 1:40 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Linda Oeth

Additional Comments:
Corona Del Mar

Garrett, Errica

From: Thach Vo <thachvo.trantruc@gmail.com>
Sent: September 02, 2025 1:39 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Thach Vo

Additional Comments:

Golf is a practical, inclusive sport that serves people of all ages and brings real value to our community. Surfing, while unique, is not realistic for most residents and would limit access to recreation.

Garrett, Errica

From: Linda Oeth <linda.oeth@gmail.com>
Sent: September 02, 2025 1:38 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Linda Oeth

Additional Comments:
Corona del Mar

Garrett, Errica

From: Roberta SCHMIDT <Bertams@msn.com>
Sent: September 02, 2025 1:34 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Roberta SCHMIDT

Additional Comments:

Newport Beach has a beautiful natural surf shoreline. We would be remiss to try and duplicate it with an artificial surf environment that could result in an engineering and future mechanical "breakdowns". Why ruin a natural site with an artificial and unnecessary surf environment that cannot ever replace the beautiful shores of Newport Beach. You cannot fool Mother Nature by trying to create her image!

Garrett, Errica

From: Gary Ranes <zone24@att.net>
Sent: September 02, 2025 1:26 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Gary Ranes

Additional Comments:

No to the wave pool project

Garrett, Errica

From: Steven Wade <4wades1@verizon.net>
Sent: September 02, 2025 1:22 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Steven Wade

Additional Comments:

I oppose the Wave Pool Project.

Garrett, Errica

From: Richard Clayton <richgclayton@gmail.com>
Sent: September 02, 2025 1:21 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Richard Clayton

Additional Comments:

The only public golf course in Newport must be saved. Thank you.

Garrett, Errica

From: Karolyn McCart <karolynmccart@yahoo.com>
Sent: September 02, 2025 1:19 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Karolyn McCart

Additional Comments:

If you want waves, go to the beach!! Save the golf course and Original Pizza!

Garrett, Errica

From: Karen Carlson <kkc2616@aol.com>
Sent: September 02, 2025 1:18 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Karen Carlson

Additional Comments:

Garrett, Errica

From: Kristi Jackson <kdkjackson@yahoo.com>
Sent: September 02, 2025 1:15 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Kristi Jackson

Additional Comments:

I am wholeheartedly against the proposed surf park in Newport Beach. As a 25-year resident of the Dover Shores area, I drive past this area nearly every day. The increase in traffic notwithstanding, the sheer amount of concrete and structural mass which would displace the existing green landscape would forever change the neighborhood and disrupt life for thousands of us who live nearby. Our gorgeous Newport Beach natural-ocean waves and sand are just a short drive from this proposed surf park - not to mention there is a major habitat for thousands of birds and aquatic wildlife all of which currently thrive in the Upper Newport Bay nature preserve just a few hundred yards away as well. Building something massive and disruptive to our neighborhood - when we are so close to the best natural alternative is wrong. Please listen to your tax-paying citizens and neighbors and stop this project.
thank you

Garrett, Errica

From: Sam Pulino <sampulino@gmail.com>
Sent: September 02, 2025 1:15 PM
To: Planning Commission
Cc: benny@keepnbgolfcourse.com; Dept - City Council; Julie Pulino
Subject: Newport Beach Golf Course agenda item

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Young and old alike visit the NBGC in high numbers daily! It is a local treasure that should remain as is and improved, not bulldozed under. NBGC is the only affordable venue for golf in the area. A place where people congregate around a shared love for the game. A place where some can take a parent, child and grandchild all at the same time. A place that builds lasting memories of time well spent with those most important to us. Golf makes the world smaller and that is what we need in this day and age.

With world class beaches just minutes away, there is no need for a wave/water park, which is a speculative venture at best.

I urge you to reject this unnecessary development. Thank you! Sam Pulino

Sam Pulino
441 Fernleaf Ave
Corona Del Mar, Ca 92625
925-200-0947 cell
Sent from my iPhone by voice, please disregard any misspellings

Garrett, Errica

From: John Rhodes <jrsbalboa@juno.com>
Sent: September 02, 2025 1:10 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

John Rhodes

Additional Comments:

Has the traffic and parking study been completed? What is the change in tax base from the old established golf course to the new wave pool? Have both commercial and resident neighbors had the option to provide comments and, if so, what forum and what action was taken?

Garrett, Errica

From: Emily Milner <milner.emilyloren@gmail.com>
Sent: September 02, 2025 1:08 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Emily Milner

Additional Comments:
Please save our course!

Garrett, Errica

From: Britta Kvinge Pulliam <Brittascafe@aol.com>
Sent: September 02, 2025 1:08 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Sincerely,

Britta Kvinge Pulliam

Additional Comments:
Please - no wave park

Garrett, Errica

From: Linda Giedt <lclemensgiedt@gmail.com>
Sent: September 02, 2025 1:07 PM
To: Planning Commission; Dept - City Council; Perez, Joselyn; Jurjis, Seimone; Murillo, Jaime
Subject: Snug Harbor - Please vote no

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

Dear Mayor Joe Stapleton & fellow Newport Beach City Council Members:

Dear Tristian Harris, Chairperson & fellow Newport Beach Planning Commission Members:

Please vote NO on the Snug Harbor Surf Park project.

Snug Harbor's plan states that only the center portion of the NBGC will be replaced. That center portion contains the most important part of the golf course and the absolute HEART of what MAKES the golf course and human interaction thrive!

The Newport Beach Golf Course provides an open and affordable recreation option for **ALL** ages and income levels. Snug Harbor will be a huge **RESORT** that will serve a niche demographic that can afford the **six figure membership fees** and expensive public surfing rates.

Replacing the golf course with a surf park would trade inclusive recreation for a **luxury amenity** that serves a smaller, more specialized group. There are millions more golfers than surfers in the US, so it is mind-boggling that this project is being considered, especially since Newport Beach has some of the best beaches in Southern California. Additionally, losing the driving range is a significant blow since a driving range enhances the value and appeal of a public golf course and it is an important aspect to learning and practicing golf.

The only affordable public golf course in Newport Beach shouldn't be a target for an elitist commercial venture that prioritizes profit by substituting a high-end resort over public recreational space. The NBGC is an important community gathering space for veterans, retirees, and families. Carving up the golf course limits access and affordability to the thousands of people in the many communities in and around Newport Beach that use it.

Please vote NO. Even though the center parcel is privately owned, Newport Beach already has abundant ocean surf and the surf park's high fees and limited access would replace an inclusive public space with a private amenity. **The golf course needs investment not replacement.** It is a community treasure and a valuable resource that should be maintained for future generations.

Thank you,
Linda Giedt
Newport Beach resident

Garrett, Errica

From: Thomas Few <Tfew0505@gmail.com>
Sent: September 02, 2025 1:08 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Thomas Few

Additional Comments:

Garrett, Errica

From: Ed Danoff <eddanoff@msn.com>
Sent: September 02, 2025 1:06 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Ed Danoff

Additional Comments:

Garrett, Errica

From: Janet Bays <newbchmom@gmail.com>
Sent: September 02, 2025 1:06 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Janet Bays

Additional Comments:

Being a beach city, with actual beautiful waves I do not support a concrete covering our public golf course. The current golf course offers locals the ability to learn and play golf when a private club is out of reach. It keeps our local area green and preserves our natural beauty. Please do not approve the wave pool.

Garrett, Errica

From: Chris Crampton <chriscrampton1@gmail.com>
Sent: September 02, 2025 12:59 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Chris Crampton

Additional Comments:

Garrett, Errica

From: Cameron Todd <ctodd2552@gmail.com>
Sent: September 02, 2025 12:59 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Cameron Todd

Additional Comments:

Garrett, Errica

From: William Youpel <theguruofgolf@aol.com>
Sent: September 02, 2025 12:58 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

William Youpel

Additional Comments:

Garrett, Errica

From: Jaime Luce <jjmais@att.net>
Sent: September 02, 2025 12:56 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Jaime Luce

Additional Comments:

As a Newport Beach resident and golfer, I'm requesting that we keep the golf course. With endless ocean so close by and so few golf courses for the amount of golfers in the area it seems a very unbalanced decision. It's already difficult to get teetimes as well as courses where practice can be done. Not to mention the amount of traffic that we deal with having so few courses available to the public. Any removal of a course only puts unburden on any others that might remain. Causing the problem that we already have to get worse.

Garrett, Errica

From: Bruce Clark <kbclark17@gmail.com>
Sent: September 02, 2025 12:55 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Bruce Clark

Additional Comments:

I normally play at Pelican Hill but use the driving range at the Newport Beach Golf Course often. The place is always crowded with golfers. Where else would they go? And surfing, really? That facility will benefit such a small fraction of Newport Beach residents, certainly far fewer than benefit from the golf course. The wave pool project seems like an idea that might be supported by the City Council if viewed as a source of new revenue, even though it harms the community, or a more sinister reason. But I can see no other reason. It just makes no sense.

Garrett, Errica

From: Robert Shavelle <Shavelle@LifeExpectancy.org>
Sent: September 02, 2025 12:54 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Robert Shavelle

Additional Comments:

Please keep the golf course. Please! Whatever else you do, please keep the course.

Garrett, Errica

From: Toni Bryant <tonibryant317@gmail.com>
Sent: September 02, 2025 12:52 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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

Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Toni Bryant

Additional Comments:
Save the golf course!

Garrett, Errica

From: Eric Schmidt <buildcleaner@gmail.com>
Sent: September 02, 2025 12:51 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Eric Schmidt

Additional Comments:

Newport Beach already has a wave pool. It's called the ocean. Everyone is welcome there. The golf course has never been busier and has a more diverse community of people. Young and old, black and white and rich and poor.

Garrett, Errica

From: Sarah Perez <seperez54@gmail.com>
Sent: September 02, 2025 12:50 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Sarah Perez

Additional Comments:

Garrett, Errica

From: Truc Tran <tructran.0914@gmail.com>
Sent: September 02, 2025 12:49 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Truc Tran

Additional Comments:

I respectfully oppose this change and strongly believe that keeping the golf course is a more practical and beneficial option for our community. Golf is an established sport that people of all ages can enjoy and has long-standing participation within the city. The existing golf course provides recreation, social connection, and economic activity without requiring residents to travel far. In contrast, surfing is not as accessible or realistic for the majority of residents. It requires specific skills, conditions, and ongoing maintenance costs, making it less practical as a replacement.

Garrett, Errica

From: Ronald Gorrie <rgorrie48@gmail.com>
Sent: September 02, 2025 12:46 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Ronald Gorrie

Additional Comments:

Golf course serves far more people in and around Newport Beach than does a wave pool. This is a 'no-brainer' -- save the reasonably priced golf course.

Garrett, Errica

From: Sherise Chandler <imsherise@gmail.com>
Sent: September 02, 2025 12:45 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Sherise Chandler

Additional Comments:

Newport Beach has already seen too much of its unique character erased—the beautiful trees along Main Street, the charm of Balboa Boulevard, and now even the historic Balboa Library. The Balboa area is becoming unrecognizable, losing its charm and turning increasingly commercialized.

We must stop further unnecessary development. With the Pacific Ocean just steps away, there is no need for an artificial wave park. Such a project would only add to traffic congestion and accelerate the commercialization of a community that should be preserved. We urge decision-makers to protect the golf course and safeguard what remains of Newport Beach's character.

Garrett, Errica

From: Kathleen Cook <kswan3@msn.com>
Sent: September 02, 2025 12:42 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Kathleen Cook

Additional Comments:

We don't need fake waves in Newport Beach. We've got the real deal already. We won our golf course!

Garrett, Errica

From: Michael Long <Longm752@gmail.com>
Sent: September 02, 2025 12:37 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Michael Long

Additional Comments:

I believe Newport Beach must save its only affordable public golf course, not destroy it for a speculative wave park and high-density development pushed by special interests. The community has spoken loud and clear—hundreds have rallied and thousands have already signed the petition to protect the Newport Beach Golf Course. Yet City Hall continues to advance a plan that would rip out the driving range, pro shop, restaurant, and several holes. Our elected officials should respect the will of the community and reject this misguided project. I proudly add my name to the growing call: Save the Newport Beach Golf Course.

Garrett, Errica

From: Kelley Kilmer <kelleykilmer@gmail.com>
Sent: September 02, 2025 12:35 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Kelley Kilmer

Additional Comments:

The beach is 2 miles away, we do not need a wave pool. Keep the golf course for the community. It is part of the charm that makes Newport Beach special.

Garrett, Errica

From: DANNY WHITE <hollywoodmedics@yahoo.com>
Sent: September 02, 2025 12:33 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

DANNY WHITE

Additional Comments:
STOP ALREADY!

Garrett, Errica

From: valerie miller <wasabismom@gmail.com>
Sent: September 02, 2025 12:32 PM
To: Dept - City Council
Subject: Surf park

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

Leave the golf course, please!
Sent from my iPad

Garrett, Errica

From: Joyce Nelson <Joyce90056@aol.com>
Sent: September 02, 2025 12:29 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Joyce Nelson

Additional Comments:

Garrett, Errica

From: Manuel Zecena <mzee2387@gmail.com>
Sent: September 02, 2025 12:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Manuel Zecena

Additional Comments:

The Golf course has been a place that I have seen Father and son, new found friends and also long time friends meet to enjoy a round of golf and share unforgettable memories. Please don't shut this place down especially for something so uneventful like a wave pool. The need for that is so nitch not like Golf that has become such a world wide sporting phenomenon

Garrett, Errica

From: Jackson Goon <jacksongoon9@gmail.co>
Sent: September 02, 2025 12:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Jackson Goon

Additional Comments:

Garrett, Errica

From: Todd Barkouras <toddb@myprintdigitalcorp.com>
Sent: September 02, 2025 12:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Todd Barkouras

Additional Comments:
ARE THEY CRAZY?

Garrett, Errica

From: susan cuse <sscuse@gmail.com>
Sent: September 02, 2025 12:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

susan cuse

Additional Comments:

Garrett, Errica

From: Catherine Longman <cathylongman@gmail.com>
Sent: September 02, 2025 12:28 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

I oppose the plan to bulldoze the heart of the Newport Beach Golf Course for a financially speculative wave pool project. Over the past 50 years the golf course operator has paid millions in rent to the land owner and created a place for young and old to learn the life lessons of golf.

Sincerely,

Catherine Longman

Additional Comments:

This cannot happen. Please leave well enough alone.

Garrett, Errica

From: Catherine Longman <cathylongman@gmail.com>
Sent: September 02, 2025 12:27 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Catherine Longman

Additional Comments:

This cannot happen. Please leave well enough alone.

Garrett, Errica

From: Addison Danh <slimster29@gmail.com>
Sent: September 02, 2025 12:27 PM
To: Planning Commission; Dept - City Council
Subject: Save Newport Beach Golf Course

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Chairman Harris and Planning Commission Members:

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Sincerely,

Addison Danh

Additional Comments:

Please save Newport Beach Golf Course! I had such great memories with my dad on this course and I would love to past down the same lessons to my kids soon! It's generations of memories taught on this golf course!

From: Chris Karalis <chrisk@lendandloan.com>
Sent: September 02, 2025 7:35 AM
To: Dept - City Council
Subject: NO on the wave pool

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

I did some research and I cannot find a wave pool anywhere in the world that has appeared to last more than 6 years. Our Golf course has been here 50 years!

- **High water consumption** – Wave pools require huge volumes of water to fill and maintain, which can strain local water supplies, especially in drought-prone areas.
- **Excessive energy use** – Powerful pumps and machinery are needed to generate artificial waves, consuming a lot of electricity (often from fossil fuels).
- **Carbon footprint** – The energy demands of wave pools contribute significantly to greenhouse gas emissions.
- **Chemical pollution** – Like regular pools, wave pools rely on chlorine and other disinfectants, which can end up in wastewater and harm ecosystems.
- **Heat island effect** – Large bodies of artificially maintained water, combined with concrete surroundings, can trap heat and worsen local microclimates.
- **Noise pollution** – The wave machines and constant operation create significant noise, which can disturb nearby communities and wildlife.
- **Land use & habitat destruction** – Building a wave pool requires clearing land, which often means destroying natural habitats for plants and animals.
- **Microplastic & trash contamination** – Visitors often bring sunscreen, plastics, and debris that wash into the pool, and eventually into wastewater systems.
- **Evaporation loss** – Because wave pools are large and shallow, they lose a lot of water through evaporation, wasting even more water in hot climates.
- **Short lifespan & waste** – The infrastructure (concrete, pipes, pumps) has a limited lifespan; when facilities close, they leave behind waste materials that are hard to recycle.

Now Golf courses

- **Green space preservation** – They provide large areas of open green space, preventing land from being fully developed into concrete or asphalt.
- **Wildlife habitat** – Courses often include ponds, wooded areas, and rough zones that become safe habitats for birds, insects, amphibians, and mammals.
- **Carbon capture** – Grass, shrubs, and trees on golf courses absorb CO₂ and release oxygen, helping with carbon sequestration.
- **Stormwater management** – Golf courses can act like sponges, absorbing rainfall and reducing flooding by slowing down water runoff.
- **Soil conservation** – Turf and landscaping prevent soil erosion that might otherwise occur on bare land.

- **Urban cooling** – Large expanses of turf and trees help reduce the heat island effect in cities, lowering surrounding air temperatures.
- **Pollinator support** – Many courses now include wildflower meadows and native plant areas that support bees, butterflies, and other pollinators.
- **Wetland creation & protection** – Some courses integrate wetlands into their design, which improves water quality and provides biodiversity benefits.
- **Recycling wastewater** – Many modern golf courses use treated wastewater for irrigation instead of tapping into fresh supplies, which helps with water conservation.
- **Environmental stewardship programs** – Courses can become community leaders by joining sustainability programs (like Audubon Cooperative Sanctuary Program), showing how recreation and conservation can coexist.
- NO ON THE WAVE POOL

| Christopher D. Karalis | CEO |

| Direct 888-746-1850 | Cell 949-306-4030 |

| chrisk@lendandloan.com | www.lendandloan.com |



Garrett, Errica

From: Diane Moore <djmore@roadrunner.com>
Sent: September 02, 2025 12:18 AM
To: Dept - City Council; planningcomission@newportbeachca.gov
Subject: Surf farm project

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

I am writing to express my hope that you will not approve the Surf Farm project .

I object to the removal of the golf course in my neighborhood to be replaced by the Surf Farm. I think it's going to create unwanted noise for the surrounding residences late into the night when we have a break from the airport noise. They say the wave machine will be quieter than the one in Palm Springs, but we won't know until its too late.. The late night party noise coming from their events will be a problem to the apartments directly across the street. The fire station is adjacent to the project so they will be hearing the wave machine and the wave noise all day into the night.. then the music starts.. How stressful is that going to be? (think about workman's comp issues)..

The idea of our only affordable golf course being replaced by an elite surf club is not a good image for the middle class citizens of this city.. The Surf farm can be built anywhere with big enough space like the Great Park or the land surrounding the blimp hanger.. Sacrificing grass and trees for a concrete pool and buildings and a parking lot doesn't seem like a good choice either.

Is this project is the gateway to building housing across Mesa drive ? What if that project doesn't get approved due to floodplain issues? Will golfers have to Uber from one section of the course to the other?

If this project was just a hotel and restaurant/bar would you approve it so close to houses? Would it replace a golf course?

Why doesnt the city buy the golf course to keep it as recreation for everyone .. not just the wealthy..?

Diane Moore
2232 Orchard Dr.

Garrett, Errica

From: Mark Adams <MarkAdams@jmbm.com>
Sent: September 01, 2025 9:34 PM
To: Dept - City Council; Planning Commission
Subject: Wave Surf

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

Dear Council Members.

I'm write to strongly oppose the proposed wave pool.

This project is unnecessary, expensive, and risky for the City. It will make traffic worse, put Newport Beach on the hook for liability, and it only benefits a narrow group of people. A golf course, by contrast, serves everyone—kids, teens, adults, and seniors alike.

Financially, the numbers don't add up. How much will this cost taxpayers in the long run? What's the actual cost per ride? I've heard it could be several hundred dollars per person. And if usage falls short, the City could be left subsidizing a facility that drains public funds year after year.

Environmentally, the tradeoff is even worse. Golf courses are open green space—they improve air quality, provide wildlife habitat, and create a healthier community. A wave pool, on the other hand, is a massive water consumer. In a coastal area facing drought concerns and climate change, that's the wrong direction.

There's a better alternative. Instead of cutting the course in half, let's upgrade and modernize what we already have. A renovated, eco-friendly golf course or expanded outdoor recreation space will serve a broader, more diverse group of residents without destroying valuable green space.

Bottom line: a wave pool is limited, costly, and short-sighted. The golf course is inclusive, sustainable, and fiscally responsible. I urge you to reject this proposal and focus on improvements that benefit the entire community.

Thank you.

Mark S. Adams
JMBM | Jeffer Mangels Butler & Mitchell LLP
3 Park Plaza, Suite 1100
Irvine, CA 92614
Direct Dial: [\(949\) 623-7230](tel:9496237230)
MarkAdams@JMBM.com
www.JMBM.com

Garrett, Errica

From: Julie Thornton <jules2oc@yahoo.com>
Sent: September 01, 2025 9:25 PM
To: Dept - City Council; Planning Commission
Cc: Julie Thornton
Subject: Opposition to Surf Wave facility.

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

I am sending my opposition to the proposed wave/surf pool.

Unnecessary

Expensive

Traffic will be impacted.

Puts the city in the path of liability

Is limited - golf is good for children teens young adults middle aged and the elderly. Wave pool is limited.

How much will this cost us citizens - longer term considerations?

What's the cost per ride? I hear it's several hundred per person.

Environmental Impact: Public green spaces like golf courses contribute to better air quality, wildlife habitat, and overall community health. The loss of such spaces, even partially, could result in a negative environmental effect, especially in a densely populated coastal area like Newport Beach.

Wave pools are known for using significant amounts of water, which is a serious concern in coastal areas where water resources are already limited. The environmental cost of maintaining a wave surf facility may outweigh the short-term economic benefits, especially given the rising concerns over climate change and drought.

: If the city has to fund the wave pool facility, it could place a strain on local taxpayers, especially if the facility ends up being more costly to maintain than anticipated. Maintenance costs and the potential for underuse could also pose long-term financial issues.

Improving the Golf Course: Instead of cutting the course in half, you could propose alternatives like renovating or upgrading the current facilities. A more modern or environmentally-friendly golf course, or adding other types of outdoor recreation areas, could serve a wider community without removing the course entirely.

While a wave pool might cater to a specific demographic, a public golf course serves a wider, more diverse group of people. Ensuring that recreational spaces are inclusive and accessible to all residents is key to fostering a sense of community.

Julie Thornton
29 Cape Andover
Newport Beach, Ca

Sent from my iPhone

Garrett, Errica

From: Jeff Stevens <jstevens767@gmail.com>
Sent: September 01, 2025 11:33 AM
To: Planning Commission; Dept - City Council
Subject: In support of surf park

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

Dear Newport Beach PC and CC,

The surf park should be an allowed use in a zone that allows recreational uses like a golf course. The property owners should be able to develop something that increases recreational choices for both residents and visitors. I have surfed in pools in other countries and these are great facilities.

If golfers want to keep the golf course 100% golf, then they should band together and buy the golf course. To restrain a landowner's use of land, for what looks to be a higher and better use, **while including the previous use**, is stifling progress and preventing change in the name of self-interest, I understand why golfers don't want change there, but they are not the only ones to be considered. OC has a plethora of golf courses, both public and private, but how many surf parks have we got?

Respectfully,
Jeff Stevens
Newport Heights resident since the 60's

Garrett, Errica

From: Ed Murphy <ed.j.murphy@outlook.com>
Sent: August 31, 2025 9:21 PM
To: Planning Commission; Dept - City Council
Cc: Ed Murphy
Subject: VOTE NO and keep the Course as Is. - The NB Planning Commission votes Sept 4th on Snug Harbor

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

Why is this even being considered? You cannot be that blind to not see the countless people that use that course, driving, range, restaurant, ... one of the few affordable things to do, and replace it with what. An entity that few will enjoy and can afford and when it fails then what? What is the plan for the land then?

Are you folks going to speak about that or do not care about?

Edward James Murphy
Newport Beach, CA

Garrett, Errica

From: Missy Ann Schweiger <missyschweiger@me.com>
Sent: August 31, 2025 8:05 AM
To: Dept - City Council
Subject: No Surf Park

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

Surfing belongs on our local oceans not in an amusement park

VOTE NO

Garrett, Errica

From: Suzan Beck <suzan.beck@gmail.com>
Sent: August 30, 2025 3:11 PM
To: Dept - City Council
Subject: No Surf Ranch

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

Keep the golf No surf ranch!

Suzan Beck
(949) 351-1864 mobile
suzan.beck@gmail.com

"We are what we repeatedly do. Excellence, therefore, is not an Act, but a Habit" ... Aristotle

Garrett, Errica

From: sally4golf@gmail.com
Sent: August 29, 2025 8:43 PM
To: Planning Commission
Cc: Dept - City Council
Subject: No Surf Ranch in Newport Beach

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

We do NOT need a surf park a couple of miles from the ocean. This is a developer's dream to build more and make more money. It will create too much traffic and lots of noise. The citizens do not want another high-end Resort!

The golf course is 100% full all the time and is used by all types of people. From low income and up. Most people are Not in favor of it and they think it is ridiculous and like learning and playing golf at an affordable course with green open space vs cement and no trees. This is a great golf course for people who can't afford the private golf, and we have a great ocean that people could surf anytime they want in Newport Beach (for Free).

My Vote is NO.

Sally Holstein
Sally4golf@gmail.com
Cell 949 233-5533

Garrett, Errica

From: Alissa Slaton <alissadslaton@icloud.com>
Sent: August 29, 2025 7:00 PM
To: Dept - City Council
Subject: No to surf ranch

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

I'm voting no to the surf ranch this is a horrible idea I live at 1691 Mesa Dr g7 Newport Beach ca 92660 Sent from my iPhone

Garrett, Errica

From: Gail Garceau <ggweddings@aol.com>
Sent: August 29, 2025 12:44 PM
To: Planning Commission; Dept - City Council
Subject: Proposed Surf Park

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

As a local resident I am very much OPPOSED to the surf park at the intersection of Bristol and Irvine Avenue.

Traffic on Irvine Ave is already congested at all hours of the day and cannot handle additional vehicles.

Orange County Airport Land Use Commission ruled the Surf Park is “inconsistent” with the JWA’s safety rules. Specifically, the Project's increase of intensity of use in close proximity to JWA.

The noise from surf parks will be extremely invasive for the local residents just steps away from the surf park. The powering systems for the surf park and the noise from the surfers will be extremely loud especially at all hours of the day. Our residence is within hearing distance of the proposed surf park and Irvine Avenue is loud enough all day and night.

We hope you will consider our input and deny this surf park.

Garrett, Errica

From: Carol Graves <carolanne2005@outlook.com>
Sent: August 29, 2025 10:54 AM
To: Dept - City Council
Subject: No Surf Park!

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

Please keep the golf course or use it for some other open space.

Thank you!
Carol Graves
715 Camphor St.

Garrett, Errica

From: Andrea McGehee <mcgehee97@yahoo.com>
Sent: August 29, 2025 9:02 AM
To: Dept - City Council
Subject: Surf Park

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

Dear City Council Members,

I am writing to state my strong opposition to the proposal to replace the Newport Beach Golf Course with a high-end surf resort. This plan represents a developer's grab of open space that belongs to the community.

The golf course provides residents with valuable recreational space, greenery, and open land that benefits everyone—not just a few wealthy visitors. Turning it into a commercial resort would undermine the character of our city and erode the limited open space we have left.

Please protect this community resource and reject the development proposal.

Sincerely,
Andrea McGehee
Newport Beach resident

Garrett, Errica

From: Sue DeMille <sue3850@gmail.com>
Sent: August 29, 2025 7:02 AM
To: Dept - City Council
Subject: Surf park

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

NO surf park, leave the golf course!

Sue DeMille
Sent from my iPad

Garrett, Errica

From: L. D. <laurie.elle@yahoo.com>
Sent: August 28, 2025 9:06 PM
To: Dept - City Council
Subject: Cement Surf Park

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

Dear Council members,
I don't see why someone is "bringing sand to the beach ". There is something deeply disturbing and looming when the main answer is financial benefit....at what cost?
How far away is the ocean?
What about the loss of green space...
Reminds me of the sweet golf course in Sherman Oaks....gone... This is a sad case of overbuilding...

This isn't about water...because there is a shortage...How does this constitute a "park".

Please review and explore all options with integrity.
Respectfully,
Property owner ECM
L. Dickerson

Sent from my iPhone

Garrett, Errica

From: Carole Boller <caroleboller@gmail.com>
Sent: August 28, 2025 9:04 PM
To: Dept - City Council
Subject: Surf park

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

No on surf park please.
Carole Boller
Sent from my iPad

Garrett, Errica

From: Edward Lyon <val-lyon@sbcglobal.net>
Sent: August 28, 2025 3:51 PM
To: Dept - City Council
Subject: Vote No on Surf Park

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

I oppose the building of a surf park on the site of the Newport Beach Golf course.

Edward Lyon
427 San Bernardino Avenue
Newport Beach, CA 92663
949-351-4300

Garrett, Errica

From: Tim <tskeber@yahoo.com>
Sent: August 28, 2025 2:47 PM
To: Dept - City Council
Subject: No on Surf Park

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

My name is Tim Skeber and I live at 50 Cormorant Circle. I am vehemently opposed to the proposed surf park.
Thank you
Sent from my iPhone

Garrett, Errica

From: M. Smith <mws.aspenroyal@gmail.com>
Sent: August 28, 2025 2:15 PM
To: Dept - City Council; Planning Commission
Cc: Jurjis, Seimone; Murillo, Jaime; Perez, Joselyn
Subject: Snug Harbor Surf Park (PA2024-0069) - No to Surf Park

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

Sent via email 8/28/2025 @ 2:15 pm.

Dear Mayor Joe Stapleton & fellow Newport Beach City Council Members:

Dear Tristian Harris, Chairperson & fellow Newport Beach Planning Commission Members:

I urge all City Council Members and all Planning Commission Members to please vote NO on the Snug Harbor Surf Park project.

I would like to share with you comments and a proposed solution for the Newport Beach Golf Course (see highlighted item below).

This item was sent out in late July 2025 to Friends and Neighbors regarding the Snug Harbor Project.

If you and/or Staff could please confirm receipt of this email and confirm it was received by all City Council Members and all Planning Commission Members, I would greatly appreciate it.

Thank you for your time and consideration.

Mike Smith

***** sent on 7/29/2025 *****

Friends and Neighbors,

Last week I was able to trade emails with Ms. Marice DePasquale of MConcensus, an entitlement, community relation and public affairs firm. She is the same person whose comments appeared in the 7/18/2025 Stu News Newport Beach article.

Ms. DePasquale advised me that she is in fact working on behalf of the Snug Harbor Surf Park applicant, Back Bay Barrells LLC. Mr. Adam Cleary is the point person for Back Bay Barrells LLC.

Attached below are copies of two email exchanges I had with Ms. DePasquale that address some of the questions I raised with our group back on 7/22/2025. Please review these as it does help clarify many issues.

As you will come to understand by reading Ms. DePasquale emails (representing the applicant, Back Bay

Barrels LLC):

- The lease for the Surf Park footprint area is 80 years.
- There is NO lease or written operating agreement for continued use, operations and/or maintenance for golf holes 3-8 on Mesa Drive with the landowner, Newport Golf Club LLC and Back Bay Barrels/Surf Park. A landowners intent is not a contract.
- Back Bay Barrels/Surf Park is NOT working with the County of Orange in regards to a written agreement for future operations for golf holes 10-18 (Back 9).
- They are taking a hands-off approach to golf operations, improvements, etc. They do not know or have any fee/ cost information for the general public for playing golf going forward.

In my opinion,

The Surf Park Project is ridiculous given that the project is 4 miles from the natural surf and wonderful beaches of Newport.

*(I do have a suggestion noted below in this email to save the golf course, "As Is", stop Surf Park and stop the high density 693 housing units on Mesa Drive).

This Surf Park project looks to take the current very affordable, green, open space currently used for golf and the driving range (the key place where thousands of people learn how to hit a golf ball, each year) and replace it with a cement Surf Park for a select few.

With no agreement or long-term time commitment (Why not use 80 years to match the Surf Park 80 year lease term) in place to keep the green, open space, recreational golf holes 3-8 on Mesa Drive, the landowner, Newport Golf Club LLC, could move forward with their intentions to build 693 high density units on golf holes 3-8 on any given day of the week! Their intention for the 693 units has been documented and is on record with the City and is noted in the City's housing element. One of the few things preventing this is golf holes 3-8, its current zoning and that holes 3-8 are in a flood zone.

Side note: The landowner bought the golf course area some time ago with their eyes wide open. They knew it was a golf course. They knew what it was zoned for and they know that thousands of people use it now on an annual basis. For them to come in and want to build a cement Surf Park and high density housing is not taking into account the community's greater need for open, green space and affordable golf/recreation. I don't see how they can justify this disservice to the thousands of people that currently enjoy the course, the driving range, the pro shop, and the restaurant - on an annual basis.

As we all know, the City of Newport Beach has over allocated the number of housing units in its reporting to the State of California, going well beyond what the State required. This has opened the door to developers submitting letters of intent, plans and building projects all over the City and especially in the "Airport Area". Just look at how much development/housing is going in on Bristol, Von Karman, Dove, Jamboree, etc.

***Proposed solution/suggestion:**

As has been discussed on the street with Friends and Neighbors, I would like to see the City of Newport Beach contact the landowner, Newport Golf Club LLC, and purchase the Newport Beach Golf Course. Turn it into a public/municipal golf course. Keep all golf holes as they are now, keep the driving/practice range, "As Is", keep the pro shop and restaurant, "As Is". The City could continue with

the current golf course management group to run it and make improvements, with City oversight. The City could enter into long term agreements with the pro shop and the Original Pizza Sports Bar & Grill. The City could charge the public reasonable golf fees, add driving range golf classes for beginners via the Newport Navigator, etc. and help with supporting the current events for our veterans' groups, first responders and any new events.

- This would stop the Surf Park. No further action would be needed.
- This would preserve and maintain all green open space and zoning, "As Is". No further action would be needed. (The proposed Surf Park area is NOT currently zoned for a big box store).
- Thousands of people of all ages can continue to use and enjoy the golf course area, "As Is".
- This would stop a high-density housing project of 693 units on Mesa Drive. This would prevent building in a known flood zone. This would stop a significant increase in traffic in the area that would otherwise surely result from building 693 units. No further action would be needed. (We all know the Airport Area has already taken on a major share of the City's new housing count).
- The City could immediately withdraw golf holes 3-8 from its residential zoning overlay request with the California Coastal Commission. (This item has not been voted on yet by the Coastal Commission Commissioners as of last week).
- This would help to secure and protect the area from future airport expansion.

Thank you for your time,
Mike Smith

***** emails with Ms. Marice DePasquale of MConcensus/Back Bay Barrells LLC/ Surf Park - below *****

On Wed, Jul 23, 2025 at 3:29 PM NB Surf Park <info@nbsurfpark.com> wrote:
Hi Mike, see my responses below.

On Wed, Jul 23, 2025 at 12:55 PM M. Smith <mws.aspenroyal@gmail.com> wrote:
Marice,

Thank you for your response. I appreciate your offer for a meeting.
Can you please provide me with your formal contact information and job title as it relates to the Snug Harbor Surf Park project.

I am a Principal at MConcensus, an entitlement, community relations and public affairs firm. I have been contracted by the applicant to lead outreach for the project. You can reach me at this email or via cell at 949.433.4261.

I do have a couple of additional questions please, (If you could please reply under each item it would help keep things organized):

-If the landowner and the applicant do not have a written lease or written operating agreement over holes 3-8, what assurances does the applicant and the general public have that 3-8 will remain as open green space for golf & for how long? Wouldn't the applicant have to have a written agreement with the landowner to conduct golf operations, obtain insurance, etc.? Please explain how this would work?

That would be a question for the landowner. We are processing entitlements for the surf park on the ~15 acre site.

-What will the applicant/developer, Back Bay Barrels LLC/ Snug Harbor Surf Park do exactly to manage, maintain, improve, and operate golf holes 3-8 and 10-18 for the benefit of the general public? Are there any written specifics on this?

We are processing a surf park. Golf is not a part of this project. However, Snug Harbor has agreed to facilitate continued golf play through the on-site provision of golf course parking, a starter shack for the golf course, and golf cart storage.

-How much will the applicant/developer, Back Bay Barrels LLC/ Snug Harbor Surf Park charge the public for playing 3-18 (15 holes)? Will a membership fee be required to play golf? What will the cart rental fees be? Is there a fee schedule for all activities offered at Surf Park? Can you email this to me?

We are processing a surf park and will not manage any of the golf items you ask about.

-Do you have a copy of a current prospectus from the applicant/developer, Back Bay Barrels LLC/ Snug Harbor Surf Park that addresses additional facts and figures?

This is a private development and we do not have anything like this available.

Thank you and I look forward to your email reply.

Mike

On Wed, Jul 23, 2025 at 10:52 AM NB Surf Park <info@nbsurfpark.com> wrote:

Good morning. As always we'd be happy to meet with you. The project is focused on a successful entitlement process of the surf park. See updated comments below to your questions.

The applicant (project) is not actively working with the county with regard to future golf operations on the back 9, since this is not part of the surf project. We are focused on the surf park. However, the county's chief real estate officer, Mat Miller recently told city staff that the county "has no current plans to change the use or to discontinue golf operations" on the back 9.

The applicant has an 80 year lease for the ~15 acre surf park site. The applicant does not have a lease or operating agreement over holes 3-8, which are not part of the surf park project.

We understand that the county and the private landowner intend to continue golf operations on the back 9 and front 6, respectively.

MD

Garrett, Errica

From: John Linnert <jwlaia@hotmail.com>
Sent: August 28, 2025 11:44 AM
To: Dept - City Council
Subject: NO WAVE POOL ! KEP THE GOLF COURSE !

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

Garrett, Errica

From: Kathy Hale <ksihilling@hotmail.com>
Sent: August 28, 2025 11:42 AM
To: Dept - City Council
Subject: Re Golf Course

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

Please save the golf course. Our family has enjoyed it for years. The impact on the environment and the added traffic would really be devastating.

Sincerely

Kathleen Hale

Get [Outlook for iOS](#)

Garrett, Errica

From: erin johnsen <e.johnsen@live.com>
Sent: August 28, 2025 11:16 AM
To: Dept - City Council
Subject: NO ON THE SURFPARK

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

We need to preserve original Newport landmarks, such as the NBGC. Please do not let greed overrule the integrity of Newport Beach. EVERYONE loves and plays at this golf course - it is ICONIC. NO on the surf park!!

Warmest Regards,

Erin Johnsen

Vice President of Business Development

GB Financial & Consulting, Inc.

www.gbcommercialloans.com

949.422.3716

Garrett, Errica

From: Russell Symonds <rsymonds@sbcglobal.net>
Sent: August 28, 2025 10:11 AM
To: Planning Commission
Cc: Dept - City Council
Subject: No Surf Ranch in Newport Beach

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

To whom this may concern:

I strongly oppose the construction of a surf park at one of the busiest intersections in Newport Beach. This project would replace the Newport Beach golf course with a high-end resort. I object to this developer's attempt to seize and destroy valuable green space, which is desperately needed, and to the unfortunate loss of significant trees.

Sincerely,

Russell Symonds

1973 Newport Blvd. #23
Costa Mesa, CA 92627

Garrett, Errica

From: jsalvo2105@aol.com
Sent: August 27, 2025 8:58 PM
To: Dept - City Council
Subject: Surf Park & High density Housing Projects-08.27.25

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

Dear City Council Members,

We want to vehemently express our displeasure of the current projects under proposal.

The Surf Park? 4 miles from surfing beaches, kind of ridiculous? So expensive it gentrifies the entire surfing experience and doesn't allow all to participate? But most of all the disruption of our quiet neighborhood from noise to traffic. The Surf Park is essentially a Night Club that has a drone running pushing water all day long. The same Surf Park company is fighting dozens of noise complaints in the desert currently! Not a great thing for the people who reside around it.

High Density Housing under the flight path of planes taking off and landing at John Wayne. Worsening an already horrible parking problem in the area by loading it up with too may people and too many cars. Irvine/Bristol will become a parking lot.

We would prefer Newport Beach act like the upscale community it is known to be and FIGHTS Sacramento and the crazy requirements this administration has set for high density housing and ADU's!

The neighborhood golf course is a much better play. It is not noisy. It allows people of all socio economic backgrounds to use the facility. It allows more people to earn incomes as a result of the golf course. And it keeps an already difficult traffic problem at bay for the time being.

Our family is a BIG NO on these new proposals and we hope the City Council Members can get past the dollars of these projects and see what is best for the long time residents of Santa Ana Heights. Don't throw us under the bus because you can...

Regards,

Joseph Salvo
20352 SW Cypress Street
Newport Beach, CA 92660

Garrett, Errica

From: Megan Smith Steele <meganlynnsmith@gmail.com>
Sent: August 27, 2025 8:04 PM
To: Planning Commission; Dept - City Council
Subject: Planning Commission to Vote on Surf Park on 9/4/25
Attachments: Snug Harbo- Public Notice.pdf

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

I am a 30 year resident and I vehemently oppose this surf park. It will eliminate the only public golf course in NEWPORT BEACH. Thousands of residents learned the basics of golf there, practice our game, use the driving range and socialize at the restaurant and utilize Steve's small business pro shop. Many kids have become exposed to the game at this location. My husband and I are fortunate enough to golf at some of the premier golf courses, public and private, across North America. Yet, we love the ability to enjoy this small, eccentric location and interact with neighbors.

The surf park concept is absurd. It's economically exclusionary and data shows that many of the surf parks in the US do not show a profit and have significant operational issues rendering the "surf" inoperable. Do your homework. There is an OCEAN 15 minutes away. Why would we over develop yet more of NB - not to mention under the flight path of SNA? That is absurd.

As a community, we have much higher priorities to address than a ridiculous elephant project that serves developers trying to hide residential development.

Do Better. You are beholden to the residents. Not the developers.

Megan Smith Steele



626-394-3500



meganlynnsmith@gmail.com

Begin forwarded message:

From: Linda Giedt <lclemensgiedt@gmail.com>
Date: August 27, 2025 at 6:54:45 PM PDT
To: teacup1007@icloud.com, wendybarton56@gmail.com, touchearthgently@gmail.com, carolanne2005@outlook.com, meganlynnsmith@gmail.com, ddloves5@hotmail.com
Subject: The time to act is now - Planning Commission to Vote on Surf Park on 9/4/25

Hi,

The NB Planning Commission will consider recommending the Snug Harbor Surf Park to the City Council on **Thursday, September 4th at 6pm**. Attached is the Public Notice. The agenda, staff report, and corresponding documents will be available by the end of business day on Friday, 8/29.

Right now it is important to email the Planning Commission and the City Council with your comments and concerns regarding the project.

planningcommission@newportbeachca.gov

citycouncil@newportbeachca.gov

Don't wait, Sept 4th is coming next Thursday.

The Planning Commission and the City Council need to hear from us before 9/4 while they are reviewing the application. You can also go in person to the meeting to make a comment. Doing BOTH would be great, but please send your email right away in case you end up not going to the meeting. Please tell other neighbors and friends that now is the time to email the Planning Commission and City Council especially if they live nearby, want to keep the golf course or drive on Irvine Ave and/or Mesa Dr.

Thanks in advance for your action.

Linda Giedt

Below is a link to an article about a similar surf park in Palm Springs that opened recently with complaints on noise from the wave machines.

<https://share.google/n3qew88XmTyWpoeq2>

If you haven't already, please sign the petition to save the golf course:

https://s7rmp.mjt.lu/nl3/sWjiYn3ljMyxc6E5-5axyA?m=AWIAAHfh-rQAAC5BmZ4AA_qD2jEAAYKJzucAoP6lADAJAABore9JxUBDrTehSsq56gU3xv6wAAAjuaE&b=3ec552a2&e=259527bd&x=0tS7r-xu87oP34Eayj1CaRKw4jnJlTcrCm8m_iYYJac

Garrett, Errica

From: Matt Clark <mattsup62@gmail.com>
Sent: August 27, 2025 12:07 PM
To: Planning Commission
Cc: Dept - City Council
Subject: Surf Park

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

To whom it may concern,,

I would like to state my opposition to plans for a surf park on the existing golf course.

As I have previously stated I feel that a surf park in that location is unnecessary, will take away open space that is much needed and was promised to residents during our annexation process. I noted at that time one of my concerns was for the part of the course across Mesa from project would be ripe for multifamily housing. I was told that there were no applications to build at that location. My understanding is that there is now an application to do so.

This and a plan to develop the property at Orchard and Irvine ave that will include 2 MOB's and a parking structure. These were items were not considered in the EIR and must be included in any discussions as traffic would be significantly worse than stated in that report.

All things considered the best option is to deem the entire golf course as open space. Or at least designate the area across Mesa from surf park as open space. Ideally as marsh/wetlands to help clean up the storm water that flows through the Delhi channel before it enters the ecological preserve in the Back Bay.

Another problem I have with this project is that it does not serve the majority of the community. Many people will not be able to afford the take advantage of the proposed surf park. Many more have no interest in using this facility. All, however will be negatively impacted by increased traffic through our neighborhoods as well as any future residential development that will follow. To say that there are no plans for this development is in my opinion dishonest.

This project will benefit few at the cost of many.

Thank you for your time.

Matt Clark
20111 Bayview Ave.
949 422-4942

Garrett, Errica

From: MJL Clark <mjlclark@gmail.com>
Sent: August 27, 2025 11:43 AM
To: Planning Commission; Dept - City Council
Subject: proposed surf park

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

To whom it may concern,

I would like to state my opposition to plans for a surf park on the existing golf course.

As I have previously stated I feel that a surf park in that location is unnecessary, will take away open space that is much needed and was promised to residents during our annexation process. I noted at that time that one of my concerns was for the part of the course across Mesa from project would be ripe for multifamily housing, or some sort of residential development. I was told that there were no applications to build at that location. My understanding is that there is now an application to do so. This concerns me in that I do not feel the city nor the developers are being completely honest or sharing all information regarding conversations between the city and any potential developers.

This and a plan to develop the property at Orchard and Irvine ave that will include 2 MOB's and a parking structure. These were items that were not considered in the EIR and must be included in any discussions as traffic would be significantly worse than stated in that report.

All things considered the best option is to deem the entire golf course as open space. Or at least designate the area across Mesa from surf park as such. Ideally as marsh/wetlands to help clean up the storm water that flows through the Delhi channel before it enters the ecological preserve in the Back Bay.

Also, the cost of using the facility will be prohibitive to many. Others have no interest and will be negatively impacted by the surf park and increased traffic during construction and after completion of the project.

I urge the planning commission and the city council to say NO to the surf park.

Thank you for your time.

Matt Clark
20111 Bayview Ave.
949 422-4942

From: Garrett, Errica
Sent: September 05, 2025 12:14 PM
To: Dept - City Clerk
Subject: FW: Please vote NO on Snug Harbor Surf Park



Errica Garrett
Administrative Assistant to the
Mayor and City Council
City Manager's Office
Office: 949-644-3004
100 Civic Center Drive
Newport Beach, CA 92660



From: Aaron Thompson <at007g@gmail.com>
Sent: September 05, 2025 12:13 PM
To: Planning Commission <planningcommission@newportbeachca.gov>; Dept - City Council
<CityCouncil@newportbeachca.gov>
Subject: Please vote NO on Snug Harbor Surf Park

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

Please vote NO on Snug Harbor Surf Park

A Thompson
A nearby Costa Mesa Resident

From: Garrett, Errica
Sent: September 05, 2025 12:08 PM
To: Dept - City Clerk
Subject: FW: NB liability for override of ALUC rejection of Surf Park

Errica Garrett
Administrative Assistant to the Mayor and City Council City Manager's Office
Office: 949-644-3004

100 Civic Center Drive
Newport Beach, CA 92660

-----Original Message-----

From: Jim Auster <jimauster@hotmail.com>
Sent: September 05, 2025 12:07 PM
To: alucinfo@ocair.com
Cc: Dept - City Council <CityCouncil@newportbeachca.gov>
Subject: NB liability for override of ALUC rejection of Surf Park

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

Please notify Newport Beach City Council they may be liable for any aircraft related incident if they override ALUC rejection of the Surf Park and any future residential development of Newport Beach Golf Course.

They may also be liable if development interferes with future runway extension.

Existing low density golf course is the only highest best and safest use of that property. Thank you for opposing this inappropriate development of the golf course Jim Auster

20401 Bayview Ave
Newport Beach



On the Agenda: September 9 City Council Meeting

The next meeting of the Newport Beach City Council will be on Tuesday, September 9 at 4 p.m. The full agenda is available [here](#).

Agenda items include:

- Adoption of the 2025 California Building Standards Codes with local amendments, the 2025 California Fire Code with local amendments, and the 2025 California Wildland-Urban Interface with local amendments. Following a public hearing, the City Council will consider the updated codes to align with the 2025 California Building Standards, which take effect statewide on January 1, 2026. These codes, updated every three years by the State, set minimum safety and design requirements for construction. The proposed amendments are designed to address local geographic, topographic and climatic conditions.
- A decision on whether to override a determination by the Orange County Airport Land Use Commission (ALUC), related to the proposed Snug Harbor Surf Park project. The proposed project would redevelop part of the privately owned Newport Beach Golf Course into a recreation facility with surf lagoons, a clubhouse, and related amenities. ALUC recently determined that the project was inconsistent with the John Wayne Airport Land Use Plan. Overriding ALUC's finding would allow the City of Newport Beach to continue reviewing the project while formally notifying ALUC and the State of the decision. This action would not approve the Snug Harbor project, but would allow for further review and future consideration by the City Council.
- Appointment of five new members to the City's Aviation Committee. Earlier this year, the City Council updated the committee's structure and invited Newport Beach residents to apply. A Council Ad Hoc committee reviewed all applications and conducted interviews based on the qualifications and expertise of the applicants. Of 23 applicants, 10 finalists were nominated and five will be selected by the City Council to serve on the committee. The appointments will begin July 1, 2025, with two members serving initial two-year terms and up to three members serving four-year terms. The Aviation Committee advises the City on airport-related issues affecting Newport Beach.

[VIEW THE FULL AGENDA >>](#)





CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 23

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Grace K. Leung, City Manager - 949-644-3001,
gleung@newportbeachca.gov

PREPARED BY: Jason Al-Imam, Finance Director/Treasurer - 949-644-3126,
jalimam@newportbeachca.gov

TITLE: Ordinance No. 2025-21: Authorizing an Amendment to the City's
Contract with CalPERS to Eliminate Section 20516(a) Cost Sharing
for Citywide Miscellaneous Tier I Employees

ABSTRACT:

Since 2007, Tier I miscellaneous employees have contributed an additional 2.420% of the employer's share of pension costs to the California Public Employees' Retirement System (CalPERS) under a cost-sharing provision pursuant to Government Code Section 20516(a), in addition to their statutory 8% member contribution.

Following recent labor negotiations, the City of Newport Beach has reached, or is in the process of finalizing, agreements with most employee groups to reduce or eliminate this cost-sharing contribution. Employees will, however, remain responsible for their statutory 8% member contribution.

CalPERS has advised that eliminating cost sharing under Section 20516(a) requires a contract amendment. On July 8, 2025, the City Council approved Resolution No. 2025-43 to initiate this amendment process. Subsequently, on July 22, 2025, the Council approved Resolution No. 2025-48, adopting a resolution of intention to proceed with the proposed contract amendment. Ordinance No. 2025-21 was introduced and considered at the City Council's regular meeting on August 26, 2025, which is required to formally implement these changes.

RECOMMENDATIONS:

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- b) Conduct second reading and adopt Ordinance No. 2025-21, *An Ordinance of the City Council of the City of Newport Beach, California, Authorizing an Amendment to the Contract Between the City Council of the City of Newport Beach and the Board of Administration of the California Public Employees' Retirement System.*

DISCUSSION:

Since 2007, the City's CalPERS contract has included a cost-sharing arrangement for Tier I miscellaneous employees (City employees not in the CalPERS safety retirement plan hired on or before November 23, 2012) under which employee groups agreed to contribute a portion of the employer's share toward their pensions pursuant to Government Code Section 20516(a). This contribution is in addition to the statutory 8% member contribution required for Tier I miscellaneous employees. Currently, the CalPERS contract requires employees to contribute 2.420% of the employer's share under this cost-sharing arrangement.

In addition, employees have been required to contribute further amounts based on the terms of their respective labor agreements, pursuant to Government Code Section 20516(f).

The City has entered into good faith labor negotiations with City labor groups who represent miscellaneous City employees, as well as discussions with its unrepresented employees. As a result of those negotiations, the City has entered into tentative agreements with most of these groups and employees to reduce or eliminate the amount of employee cost sharing set forth in those agreements and anticipates reaching an agreement with the remaining group shortly.

For employees who will continue to pickup a portion of the employer's required contribution, those contributions will be governed solely through collective bargaining agreements pursuant to Government Code Section 20516(f). The City has been informed by CalPERS that eliminating cost sharing under section 20516(a) requires a contract amendment with CalPERS.

The City understands that processing such an amendment typically takes several months. This matter is urgent, as many of the new labor agreements are already in effect.

On July 8, 2025, the City Council approved Resolution No. 2025-43, initiating the process to amend the CalPERS contract to reduce the Section 20516(a) cost-sharing contribution from 2.420% to 0%. On July 22, 2025, the Council approved Resolution No. 2025-48, adopting a resolution of intention to proceed with the amendment. Ordinance No. 2025-21 was introduced and considered at the City Council's regular meeting on August 26, 2025, which is required to formally implement these changes.

The next step is the adoption of an ordinance to formally implement the changes.

FISCAL IMPACT:

California Government Code Section 7507 requires disclosure of the future costs associated with any changes to retirement benefits. The proposed amendment to the City's contract with CalPERS would eliminate the current cost-sharing arrangement under which affected employees contribute 2.42% toward the employer's share of retirement costs. Once the contract amendment takes effect, the City would resume paying this 2.42% portion. As such, the amendment does not result in any increase to the overall

cost of retirement benefits—only a shift in who is responsible for paying this portion, from employees back to the City. Employees will, however, remain responsible for their statutory 8% member contribution.

There are sufficient funds in the amended budget to cover the cost associated with the contract amendment.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENT:

Attachment A – Ordinance No. 2025-21

ATTACHMENT A

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach, 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; and

WHEREAS, the City Council of the City of Newport Beach desires to amend the contract between the City Council of the City of Newport Beach and the Board of Administration, California Public Employees' Retirement System, as set forth herein.

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

Section 1: An amendment to the contract between the City Council of the City of Newport Beach and the Board of Administration, California Public Employees' Retirement System, is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2: The Mayor of the of the City of Newport Beach is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Newport Beach.

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

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

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

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. This ordinance shall be effective thirty (30) calendar days after its adoption. In compliance with Charter Section 414, prior to the expiration of thirty (30) calendar days from the passage of this ordinance, the ordinance shall be published at least once in the Daily Pilot, a newspaper of general circulation, published and circulated in the City of Newport Beach, County of Orange, and thenceforth and thereafter the same shall be in full force and effect.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 26th day of August, 2025, and adopted on the 9th day of September, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

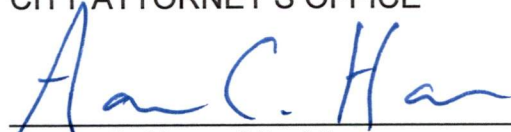
ABSENT: _____

Joe Stapleton, Mayor

ATTEST:

Molly Perry, Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp, City Attorney

Attachment: Exhibit - Amendment to the Contract Between the City Council of the City of Newport Beach and the Board of Administration, California Public Employees' Retirement System

**EXHIBIT**

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Newport Beach

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1945, and witnessed April 27, 1945, and as amended effective March 1, 1948, November 1, 1951, April 1, 1956, October 31, 1970, September 18, 1971, December 11, 1971, September 24, 1977, December 18, 1977, June 17, 1978, March 24, 1979, June 30, 1979, January 12, 1989, December 2, 1989, June 12, 1996, July 12, 2000, August 26, 2000, June 15, 2002, November 30, 2002, November 13, 2004, July 23, 2005, December 22, 2007, March 15, 2008, June 20, 2009, and November 23, 2012, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective November 23, 2012, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to November 23, 2012, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after November 23, 2012, age 62 for new miscellaneous members, age 50 for classic local fire members, classic local ocean beach lifeguards and those classic local police members entering membership in the police classification on or prior to November 23, 2012, age 55 for classic local police members entering membership for the first time in the police classification after November 23, 2012, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1945, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Local Ocean Beach Lifeguards (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **POLICE CADETS; AND**
 - b. **RESERVE OFFICERS.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after December 22, 2007, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after December 22, 2007, and not entering membership for the first time in the miscellaneous classification after November 23, 2012, shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after November 23, 2012, shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to November 23, 2012, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification and classic local ocean beach lifeguards entering membership for the first time in the ocean beach lifeguard classification after November 23, 2012, shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after November 23, 2012, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20421 ("Local Safety Member" shall include ocean beach lifeguards of a city as described in Government Code Section 20421).
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - c. Section 21024 (Military Service Credit as Public Service).
 - d. Section 21389 (Second Opportunity to Elect 1959 Survivor Benefits). Legislation repealed said Section effective September 27, 1979.
 - e. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.
 - f. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and classic local safety members entering membership on or prior to November 23, 2012.
 - g. Section 21548 (Pre-Retirement Option 2W Death Benefit).
 - h. Section 20516 (Employees Sharing Cost of Additional Benefits) for miscellaneous members entering membership on or prior to November 23, 2012. From and after November 23, 2012, and until the effective date of this amendment to contract:

Section 21354.4 (2.5% @ 55 Full formula) for first tier classic local miscellaneous members.

The employee cost sharing contributions are not to exceed 2.420%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond December 31, 2027. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed .838% of payroll.

- i. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local fire members entering membership for the first time with this agency in the fire classification and classic local ocean beach lifeguards entering membership for the first time with this agency in the ocean beach lifeguard classification after November 23, 2012,

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local police members entering membership for the first time with this agency in the police classification after November 23, 2012, and

Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing Cost of Additional Benefits) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after November 23, 2012.

15. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on September 24, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF NEWPORT BEACH

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



CITY OF

NEWPORT BEACH

City Council Staff Report

September 9, 2025
Agenda Item No. 24

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Tara Finnigan, Assistant City Manager – 949-644-3035,
tfinnigan@newportbeachca.gov

PREPARED BY: Molly Perry, Interim City Clerk – 949-644-3005,
MPerry@newportbeachca.gov

TITLE: Five Citizen-Member Appointments to the Aviation Committee

ABSTRACT:

At its June 10, 2025 meeting, the Newport Beach City Council adopted Resolution No. 2025-31, amending the structure, membership, roles and responsibilities of the Aviation Committee (Attachment A). The amended resolution stated that all previously appointed citizen members of the committee would continue to serve until June 30, 2025.

After the posting of a vacancy notice and application deadline, the City Clerk's Office received 23 applications for the five citizen-member appointments. The City Council's Ad Hoc Appointments Committee (Ad Hoc Committee), comprised of Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman and Councilmember Michelle Barto, reviewed all applications and conducted interviews based on the qualifications and expertise of the applicants. Per City Council Policy A-2, 10 nominees have been selected for the five citizen-member appointments with their applications included as Attachment B.

At the August 26, 2025, City Council meeting, the City Council approved 10 nominees proposed by the Ad Hoc Committee and directed the City Clerk to agendize the formal vote, final selection and appointment of five citizen-members for the September 9, 2025, City Council meeting.

RECOMMENDATIONS:

- a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
- b) Formally vote and appoint five citizen-members from the nominees listed below:
 1. Kurt Belcher
 2. Cassie Bretschger
 3. Jeffrey Cole
 4. Ryan Dougherty
 5. Barbara Lichman

6. Nicholas Prytherch
7. Michael Radigan
8. Timothy Strader, Jr.
9. John "Jack" Stranberg
10. Mary-Christine (MC) Sungaila; and

- c) Determine the terms, beginning July 1, 2025, of the five appointed Aviation Committee members as follows:
- d) Two citizen appointed members shall have an initial term of two years and shall be eligible for reappointment for two additional four-year terms; and,
- e) Up to three citizen appointed members shall have an initial term of four years and shall be eligible for appointments to one additional four-year term.

DISCUSSION

At the February 25, 2025, meeting, the City Council adopted Resolution No. 2025-10, establishing an Aviation Ad Hoc Committee (Committee) to review and make recommendations regarding the structure of the Aviation Committee. The Committee consisted of Mayor Pro Tem Kleiman and Councilmembers Michelle Barto and Noah Blom.

At its June 10, 2025 meeting, the City Council adopted Resolution No. 2025-31, amending the structure, membership, roles and responsibilities of the Aviation Committee. The amended resolution stated that all previously appointed citizen members of the committee would continue to serve until June 30, 2025.

After the posting of a vacancy notice and application deadline, the City Clerk's Office received 23 applications for the five citizen-member appointments. The Ad Hoc Committee reviewed all applications and conducted interviews based on the qualifications and expertise of the applicants. Per City Council Policy A-2, 10 nominees have been selected for the five citizen-member appointments.

At the August 26, 2025, City Council meeting, the City Council approved the 10 nominees proposed by the Ad Hoc Committee and directed the City Clerk to agendize the formal vote, final selection, and appointment of five citizen-members for the September 9, 2025, City Council meeting.

Terms of the five citizen-member appointees, beginning July 1, 2025, will be as follows:

- a) Two citizen appointed members shall have an initial term of two years and shall be eligible for reappointment for two additional four-year terms.*
- b) Up to three citizen appointee members shall have an initial term of four years and shall be eligible for appointment to one additional four-year term.

*The individuals selected to fill the two-year terms will be eligible to reapply to serve for a full four-year term.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENTS:

Attachment A – Resolution No. 2025-31

Attachment B – Nominated Applicant Applications

ATTACHMENT A

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING THE STRUCTURE, MEMBERSHIP, ROLES AND RESPONSIBILITIES OF THE AVIATION COMMITTEE

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

WHEREAS, on July 10, 1979, the City Council adopted Resolution 9597 establishing the Orange County Airport Aviation Committee ("Aviation Committee") because the City Council was concerned about the welfare of the community and the potential expansion of John Wayne Airport ("JWA");

WHEREAS, as set forth in Council Policy A-17, one of the primary objectives of the City Council is to protect the residents of the City of Newport Beach ("City") from the impacts of aircraft operations at and from JWA;

WHEREAS, periodic review of the structure, membership, roles, and responsibilities of the Aviation Committee is necessary to ensure the City is taking all the steps necessary to protect the citizens of the City;

WHEREAS, at the February 25, 2025, City Council meeting, the City Council adopted Resolution 2025-10 forming an ad hoc committee to review the structure, membership, roles and responsibilities of the aviation committee ("Ad Hoc Committee");

WHEREAS, the Ad Hoc Committee has recommended to the City Council that the structure, membership, roles, and responsibilities of the Aviation Committee be amended as set forth in Attachment A; and

WHEREAS, the City Council desires to amend the structure, membership, roles, and responsibilities of the Aviation Committee to ensure the City is taking all steps necessary to protect the citizens of the City from aircraft operations at JWA.

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

Section 1: The City Council hereby approve this amendment modifying the structure, membership, roles and responsibilities Aviation Committee ("Committee") as set forth in Attachment A. The City Council hereby repeals all prior resolutions, or parts thereof, related to the Aviation Committee which conflict with this resolution.

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

ADOPTED this 10th day of June, 2025.



Joe Stapleton
Mayor

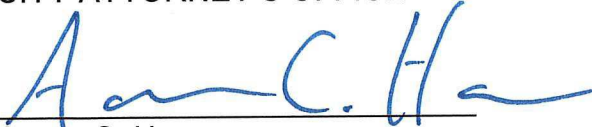
ATTEST:



Leilani I. Brown
City Clerk



APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment A: Description of the Aviation Committee

ATTACHMENT A
AVIATION COMMITTEE

AUTHORIZATION: Established by Resolution No. 9597, adopted on July 10, 1979. Renamed by Resolution No. 82-133, adopted on September 27, 1982. Term extended by Resolution No. 88-106, adopted on October 24, 1988. Membership expansion by Resolution No. 94-67, adopted on July 25, 1994. Membership composition and duties changed by Resolution No. 98-15, adopted on February 9, 1998. Appointment of officers added by Resolution No. 2000-8, adopted on January 25, 2000. Membership composition changed by Resolution No. 2002-7, adopted on January 8, 2002. Membership composition changed by Resolution No. 2003-11, adopted on February 11, 2003. Membership and responsibilities changed by Resolution No. 2011-31, adopted on April 12, 2011. Structure membership, roles and responsibilities changed by Resolution No. 2019-26, adopted on March 26, 2019. Structure, membership, roles and responsibilities changed by Resolution No. 2025-31, adopted on June 10, 2025.

MEMBERSHIP: Up to seven (7) members comprised of the following:

- A. Two (2) members of the Newport Beach City Council appointed by the Mayor.
- B. Up to five (5) citizen members shall be appointed by the Mayor, subject to confirmation by the City Council. One member shall be a resident of Newport Coast, provided that an eligible resident from Newport Coast submits an application for appointment to the Committee.

The committee shall have a Chairperson and a Vice Chairperson appointed by the Mayor. The Mayor has the discretion to appoint either a Council Member or a citizen to either of these two (2) positions.

MEMBER TERM: The term of members shall be as follows:

- A. Council Members: Council Members currently appointed to the Committee shall continue to serve, pending City Council action. Council Members terms shall comply with Council Policy A-2.

B. Citizen Appointees:

- (1) Current Members: All previously appointed citizen members of the Committee shall continue to serve until June 30, 2025.
- (2) Effective June 30, 2025, the term of all current appointed citizen appointed members of the Committee shall end and new citizen appointed members shall be selected to begin their term effective July 1, 2025, in accordance with Council Policy A-2, except as modified herein.
- (3) Two citizen appointed members shall have an initial term of two (2) years and shall be eligible for reappointment for two (2) additional four (4) year terms. Up to three (3) citizen appointee members shall have an initial term of four (4) years and shall be eligible for appointment to one (1) additional four (4) year term.
- (4) Any unscheduled vacancies shall be filled in accordance with state law and this policy. A person appointed to fill an unscheduled vacancy shall serve the balance of the unexpired term for the person they are replacing, plus no more than two (2) additional four (4) year terms.

**QUALIFICATION
OF CITIZEN
MEMBERS:**

Citizen appointee members shall be:

- A. A resident of the City; and
- B. A registered voter in the City; and
- C. Possess expertise and professional experience in an aviation or airport related field such as airport or air carrier operations, aircraft design and engineering, airport design and planning, aviation law, aircraft noise and emissions, Advanced Air Mobility / emerging technologies, airline piloting, commercial real estate or a similar related field.

MEETINGS:

Meetings shall be held quarterly, on a calendar year basis, or as required by the business needs of the Aviation Committee.

Staff support shall be provided primarily by the City Manager, with other staff as necessary.

The City staff shall invite a representative of John Wayne Airport ("JWA") to participate in the Committee meetings.

BROWN ACT:

The Aviation Committee shall be subject to the Ralph M. Brown Act, or any successor regulation.

**PURPOSE &
RESPONSIBILITIES:**

Advise the City Council on the implementation of the City Council's Airport Policy (Council Policy A-17), including, but not limited, to:

- A. Monitoring development, operations, and other commercial and general aviation activities at JWA and related policies and actions taken by the Orange County Board of Supervisors.
- B. Providing the City with technical guidance when monitoring and renegotiating the JWA Settlement Agreement.
- C. Providing technical expertise to the City in its development of an Advanced Air Mobility strategy.
- D. Monitoring current and future policies regarding air carrier service, alternative transportation services and the implementation of Advanced Air Mobility.
- E. Monitoring state and federal legislation pertaining to JWA, air traffic and Advanced Air Mobility.
- F. Reporting on other entities' support of the City's JWA strategy, including the Corridor Cities Coalition.
- G. Assist in the dissemination of information to City residents regarding the future status of JWA and the Settlement Agreement.
- H. Provide advice on aviation matters as requested by the City Council.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } ss.

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing resolution, being Resolution No. 2025-31 was duly introduced before and adopted by the City Council of said City at a regular meeting of said Council held on the 10th day of June, 2025; and the same was so passed and adopted by the following vote, to wit:

AYES: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber
NAYS: None
ABSENT: Councilmember Erik Weigand

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 11th day of June, 2025.



Leilani I. Brown
City Clerk
Newport Beach, California



APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 5
Verified by JM

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:

Aviation Committee

Name:

Belcher

(Last)

Kurt

(First)

Kelly

(Middle)

Residence Address (required):

Zip Code:

How long have you lived in Newport Beach?

44 years

Home/Cell #:

Business Address:

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?



NO



YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?



NO



YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy?



NO



YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

n/a

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|--|--------|-----------------------|
| Embry-Riddle Aeronautical University, Daytona, FL | Aviation Business Management/Airport Planning and Design | ABA | 2002 |
| | | | |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------|------------------------|
| Big Brothers Big Sisters of Orange County | Board Member | 2015 - 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 |
|----------------------|------------------|-------|---------------------|
| STA Jets | Aviation | CEO | 2009 - present |
| | | | |
| | | | |
| | | | |

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.

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 an aviation expert and want to serve my community on aviation industry regulations, operations, and procedures. Along with my degree in Aviation Business Management, I also maintain ATP, CFI, CFII, and MEI certifications. I have worked as a flight instructor, a corporate commercial pilot, and operated an FBO jet center before taking on the development of STA Jets.

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. 4
Verified by Jm

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: Aviation

Name: Bretschger Cassie C
(Last) (First) (Middle)

Residence Address (required): [REDACTED] Zip Code: [REDACTED]

How long have you lived in Newport Beach? 1 year Home/Cell #: [REDACTED]

Business Address: [REDACTED] Business Phone: [REDACTED]

[REDACTED] Email Address: [REDACTED]

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.

As a consultant, my firm works with John Wayne Airport. While I am part of the on-call, I currently have no projects with the airport. Additionally, Kimley-Horn does have an on-call with the City of Newport Beach for planning services.

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|--------------------------------|--------|-----------------------|
| University of Arizona | Environmental Sciences | B.S. | 2011 |
| University of Arizona | Environmental Sciences and GIS | M.S. | 2014 |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|---|------------------------|
| Urban Land Institute | Yong Leaders Group - Technical Assistance Panel; Resiliency Committee | 2021 - 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 |
|----------------------------|------------------|----------------------|---------------------|
| Kimley-Horn and Associates | Consulting | Project Manager | 2022 - current |
| TRC | Consulting | Project Scientist | 2016-2022 |
| Equipoise | Consulting | Staff Scientist | 2015-2016 |
| Yara International | Consulting | Field Representative | 2011-2014 |

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

Joining the Aviation Committee will provide a valuable opportunity to influence local airport policy, support economic development, and strengthen my community engagement. As an Eastbluff resident, I am excited to play a vital role in advising on airport operations, and aviation-related projects, helping to ensure decisions reflect both community interests and industry needs. It's a chance to advocate for general aviation, contribute to long-term planning, and stay informed on evolving regulations and airport expansions. As a land use planner who supports General Aviation airports, I am accustomed to working to understand the intricacies of policies and navigation processing with the FAA. Additionally, I so am very keen to stay connected with civic engagement for the betterment of the community.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 6

Verified by ROV

2022 MAY 25 PM 2:37

CITY CLERK'S OFFICE
CITY OF NEWPORT BEACH

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:

Aviation Committee

Name:

Cole

(Last)

Jeffrey

(First)

W

(Middle)

Residence Address (required):

[REDACTED]

Zip Code:

[REDACTED]

How long have you lived in Newport Beach?

31 years

Home/Cell #:

[REDACTED]

Business Address:

[REDACTED]

Business Phone:

[REDACTED]

[REDACTED]

Email Address:

[REDACTED]

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?



NO



YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?



NO



YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you declared bankruptcy in the last 10 years?



NO



YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

None

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|-------------------------|--------|-----------------------|
| University of Southern California | Finance/R.E. | BS | 1981 |
| San Diego State University | Business Administration | | 1979 |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------|------------------------|
| Newport Beach Aviation Committee | Member | 2018-present |
| Newport Beach Planning Commission | Chair/Member | 2006-2010 |
| Newport Beach Economic Development Committee | Member | 2008-2009 |
| Cameo Shores HOA | President/Member | 2005-2013 |

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 |
|----------------------|----------------------|-------------------------|---------------------|
| Cushman & Wakefield | Real Estate Advisory | Executive Vice Chariman | 2006-present |
| | | | |
| | | | |
| | | | |

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.

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 would like to continue to serve on the Aviation Committee to further my role as Liaison to the John Wayne Airport and helping to foster a true alliance between the City and JWA. Want to help the City in implementing more policies with JWA that will directly result in reduced noise/pollution from airplanes flying over our city. Want to continue to help protect our unique beach community and environment. Having lived in NB for over 30 years and having served on multiple city and community commissions/ committees I feel I can be an effective advocate for the city on this committee.

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. 5
Verified by Jm

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:

Aviation Committee

Name:

Dougherty

(Last)

Ryan

(First)

(Middle)

Residence Address (required):

Zip Code:

How long have you lived in Newport Beach?

5 years

Home/Cell #:

Business Address:

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?



NO



YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?



NO



YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy?



NO



YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

N/A

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|----------|--------|-----------------------|
| University of North Carolina | Business | BSBA | 1997 |
| Columbia Business School | Finance | MBA | 2003 |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-----------------------------|------------------------|
| Sovereign Military Order of Malta | Knight of Magisterial Grace | 2019 to 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 |
|------------------------|-------------------------|------------------|---------------------|
| Brothers of St Patrick | Religious Educaiton | Buisness Manager | Current |
| Awaken | PR & Investor Relations | VP | 2015 - 2022 |
| | | | |
| | | | |

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I am writing to express my strong interest in serving on the Newport Beach Aviation Committee. Having recently completed the Newport Beach Citizens' Distinguished Citizen Program, I've gained a deeper appreciation for the city's infrastructure, civic challenges, and community goals—particularly the complex and evolving issues related to aviation and its impact on our neighborhoods.

With a professional background that spans finance, real estate, and nonprofit management, I bring a balanced perspective on community development, fiscal strategy, and stakeholder engagement. Currently, I serve as the Business Manager for the Patrician Brothers of St. Patrick, where I oversee operational and financial systems, manage multi-source data for strategic decisions, and work closely with community leaders on projects that require public trust and long-term vision.

Prior to that, my work in private equity, capital markets, and real estate—both locally with Centerview Capital and nationally—has sharpened my analytical skills and reinforced my belief in collaborative solutions that balance economic and community needs.

I am committed to representing the voices of Newport Beach residents with clarity, responsibility, and a results-oriented approach. I would welcome the opportunity to contribute to the city's thoughtful management of aviation issues.

Thank you for your consideration.

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

Ryan Dougherty

Ryan Dougherty

Date

07/01/2025

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 3
Verified by JM

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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Newport Beach Aviation CommitteeName: Lichman Barbara Ellen
(Last) (First) (Middle)Residence Address (required): [REDACTED] Zip Code: [REDACTED]How long have you lived in Newport Beach? 49 years Home/Cell #: [REDACTED]Business Address: [REDACTED] Business Phone: [REDACTED][REDACTED] Email Address: [REDACTED]

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.

none

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|--------------------|--------|-----------------------|
| Brandeis Univ. | Political science | B.A. | 1967 |
| Univ. of Southern CA. | Regional Economics | Ph.D. | 1989 |
| Univ. of Southern CA. | Law | J.D. | 1992 |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|----------------------------|------------------------|
| Airport Working Group of O.C., Inc. | Exec. Director and Counsel | 1984-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 |
|-------------------------------------|------------------|-------------|---------------------|
| Buchalter, professional corporation | law | shareholder | 2010-present |
| | | | |
| | | | |
| | | | |

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.

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.

As one of the architects of the John Wayne Airport Settlement, I have a particular interest in seeing it maintained and extended. As an attorney, I have the specific qualifications with which to effectuate that goal. Moreover, with my legal specialty in aviation law and enforcement I have the Unique (sometimes overwhelming) experience necessary to get the job done. The City is another original architect of the Settlement, and, as such, requires the type of specialized advice that I can provide to ensure that its policies are consistent with the relevant Federal and State law.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for and authorize the release of this information on the internet.

[BOX MUST BE CHECKED IF SUBMITTING ELECTRONICALLY]



Signature

Date

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 6
Verified by JM

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.

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NAME OF BOARD, COMMISSION OR COMMITTEE:

Aviation Committee

Name:

Prytherch

(Last)

Nicholas

(First)

Avery

(Middle)

Residence Address (required):

Zip Code:

How long have you lived in Newport Beach?

15 Years

Home/Cell #:

Business Address:

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy?

☒ NO ☐ YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|------------------------------------|----------------------------------|-----------------------|
| University of La Verne | Business Administration | Bachelor of Arts, Business Admin | 2017 |
| University of La Verne | Business Administration | MBA | 2019 |
| University of Southern California | Organizational Change & Leadership | Doctor of Education, OCL | Ongoing |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------|------------------------|
| Newport Beach Foundation | Board of Directors | 9/18 to Current |
| KDP International Honor Society | Member | 10/19 to Current |
| Cure Duchenne | Board of Directors | 10/23 to 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 |
|------------------------|-------------------------|------------------|---------------------|
| MLP Government Affairs | Government Affairs Firm | Managing Partner | 3/23 to Current |
| MidPacific Management | REIT Management | President | 5/16 to 3/23 |
| | | | |
| | | | |

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.

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.

As a long-time Newport Beach resident deeply committed to civic engagement, I would be honored to serve on the city's Aviation Committee. I currently serve on the Board of Directors for two local nonprofits—the Newport Beach Foundation and CureDuchenne—where I work to strengthen our community and support meaningful causes. As an aviation enthusiast and recreational pilot, I bring not only a passion for aviation but also formal training, having graduated from the John Wayne Airport Air Academy. This unique program gave me a comprehensive understanding of airport operations, airspace safety, and the vital relationship between airports and surrounding communities—knowledge that few citizens possess. Professionally, I work in the government affairs industry, equipping me with the skills to effectively interface with government agencies and municipal leaders. I believe this combination of aviation knowledge, community service, and public policy experience positions me to make a valuable contribution to the Aviation Committee's work.

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. 3
Verified by JM

2023 MAY -9 PM 2:36

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:

Aviation Committee

Name:

Radigan

(Last)

Michael

(First)

David

(Middle)

Residence Address (required):

Zip Code:

How long have you lived in Newport Beach?

3+ years

Home/Cell #:

Business Address:

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you declared bankruptcy in the last 10 years? ☒ NO ☐ YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

N/A

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|-------------------------|----------|-----------------------|
| USC | Business Administration | Master | 2016 |
| USMC | Command & Staff | Graduate | 2020 |
| Rose-Hulman Institute of Technology | Mechanical Engineering | Bachelor | 2005 |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------|------------------------|
| Orange Country Veterans Advisory Council | Member | 3/2023 - 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 |
|----------------------------|-------------------------|------------------------|---------------------|
| United States Marine Corps | Defense | LtCol, AH-1Z WTI Pilot | 11/2005-Present |
| LeggUP | Insurtech/Mental Health | Senior Vice President | 01/2020-01/2022 |
| | | | |
| | | | |

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.

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 passionate about serving our city of Newport Beach. As a military pilot with more than 20 years of service, I have a deep understanding of aviation and how it can positively impact a community. I want to ensure aviation continues to thrive in Newport Beach by listening to all residents and understanding their needs. I have flown extensively in this airspace, and as a resident near the airport and with family in Newport Coast, I see the impact of aviation on the ground and in the air throughout our City. I do my best to stay involved with activities like completing the Citizens Police Academy and hope to proactively work to make Newport Beach one of the best places to live in the world.

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

Michael Radigan

Date

05/08/2023

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 5
Verified by Jm

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: Aviation Committee

Name: Strader Jr. Timothy Lee
(Last) (First) (Middle)

Residence Address (required) [REDACTED] Zip Code: [REDACTED]

How long have you lived in Newport Beach? 55 Years Home/Cell #: [REDACTED]

Business Address: [REDACTED] Business Phone: [REDACTED]

[REDACTED] Email Address: [REDACTED]

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.

None

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|-------------------|--------|-----------------------|
| UCLA | Political Science | B.A. | 1989 |
| | | | |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (If any) | Dates of Membership |
|--|-------------------------|------------------------|
| Big Brothers\Big Sisters of Orange County | Chairman\Board Member | 1995-2004 |
| NAIOP-SoCal Chapter | President\Board Member | 1998-2005 |
| KidWorks | Vice-Chair\Board Member | 2019- |
| | | |

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 |
|----------------------|------------------|-----------|---------------------|
| Starpointe Ventures | Real Estate | President | 2000- |
| Ramsgate Properties | Real Estate | President | 2003- |
| | | | |
| | | | |

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

Summarize why you wish to serve the City of Newport Beach on a board, commission or committee. Include any special qualifications you have which are particularly appropriate to the position for which you are applying.

I obtained my pilot's license at John Wayne Airport ("SNA") in 1987 and continue to be an active pilot today co-owning a Cirrus SR22T that is based and maintained at SNA. Over the years, I have flown numerous single and multi-engine aircraft at SNA on a private and commercial basis and understand the workings of the airport, surrounding airspace and noise ordinance. Also, in my real estate consulting career I have had several projects appear before the John Wayne Airport Land Use Commission and understand the land use rules and issues that exist near the airport. As a 40+ year resident of the Port Streets and having my office adjacent to SNA on MacArthur Boulevard, I see and hear the aircraft operating at SNA every day and would like to get involved with current and future airport issues including the upcoming settlement agreement negotiations and new types of air transportation by serving on the City's Aviation Committee.

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

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:

AVIATION COMMITTEE

Name:

STRANBERG

(Last)

JOHN "JACK"

(First)

BURTON

(Middle)

Residence Address (required)

Zip Code:

How long have you lived in Newport Beach?

38 YEARS

Home/Cell #:

Business Address:

NA

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy?

☒ NO ☐ YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|-------------------|--------|-----------------------|
| UNIVERSITY OF MINNESOTA ^{MINNEAPOLIS, MN} | FINANCE | B.S.B. | 1967 |
| ST. MARY'S UNIVERSITY, SAN ANTONIO, TX | MARKETING/FINANCE | M.B.A. | 1971 |
| | | | |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------|------------------------|
| COLLABORATE COURTS FOUNDATION | MEMBER | 2006-2011 |
| CITIZENS AGAINST AIRCRAFT NOISE AND POLLUTION | MEMBER | 2018-PRESENT |
| NEWPORT AVIATION COMMITTEE | MEMBER | 2019-2025 |
| OC AIRPORT ADVISORY GROUP / AAM TASK FORCE | MEMBER | 2023-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 |
|------------------------|------------------|-----------------|---------------------|
| RETIRED | CONSULTING | | 2012 |
| STRANBERG & ASSOCIATES | CONSULTING | PRESIDENT/OWNER | 1992-2012 |
| KPMG | CONSULTING | PARTNER | 1977-1992 |
| THE FLYING TIGER LINE | GLOBAL LOGISTICS | MANAGER | 1973-1977 |

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name RON MERRIMAN Address [REDACTED] Phone No. [REDACTED]
- Name JIM ORTH 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 FEEL MY AVIATION EXPERTISE, OPERATION EXPERIENCE AND STRATEGY DEVELOPMENT WORK WOULD BE BENEFICIAL TO THE NEW AVIATION COMMITTEE. MY KNOWLEDGE OF AIRCRAFT, AIRLINES, AIRPORT OPERATIONS, JWA AIRPORT/SETTLEMENT ISSUES AS WELL AS A 38 YEAR RESIDENT, U.S. AIR FORCE OFFICER, AND KPMG AIRLINE CONSULTING STRATEGY PARTNER WOULD PREPARE ME TO ADD VALUE TO THE COMMITTEE IN ADDRESSING COMPLEX ISSUES FACING OUR COMMUNITY AND CITY GOVERNMENT.

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

John B. Shanley

Date

July 3, 2025

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 7
Verified by Jm

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: Aviation Committee

Name: Sungaila

(Last)

Mary-Christine (M.C.)

(First)

(Middle)

Residence Address (required):

Zip Code:

How long have you lived in Newport Beach?

33 yrs (including high school)

Home/Cell #:

Business Address:

Business Phone:

Email Address:

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

NOTICE: Pursuant to Section 702 of the City Charter, no members of boards or commissions shall hold any paid office or employment in the City government.

Do you currently hold any paid office or employment with the City of Newport Beach, including but not limited to contracted services?

☒ NO ☐ YES (If yes, attach separate sheet with explanation)

If applying for a position on the Finance Committee, have you ever declared bankruptcy?

☐ NO ☐ YES

Please state any past, current or foreseeable future financial interests of any kind that may conflict with the Board, Commission or Committee you are applying for.

N/A.

CONTINUE TO PAGE TWO

| Name and Location of Colleges/ Universities Attended | Major | Degree | Last Year Attended |
|---|---|----------------|-----------------------|
| Stanford University | Political Science with Honors in Humanities | BA | 1988 |
| UCLA Law School | Law | JD | 1991 |
| University of Mississippi | Air and Space Law | LLM (expected) | 2025 |

| Prior or Current Civic Experience (include membership in professional, charity or community organization) | Office Held (if any) | Dates of Membership |
|--|-------------------------------------|------------------------|
| Pacific Symphony | Executive Board Member | 2018-present |
| RAND Institute for Civil Justice | Advisory Board Member; former Chair | 2011-present |
| Orange County Bar Assn | Member, Board of Directors | 2016-2023 |
| John Wayne Airport Arts Commission | Member | 2023-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 |
|------------------------------------|--------------------|---|---------------------|
| Complex Appellate Litigation Group | Appellate Law Firm | Partner | 2023-present |
| LMU Loyola Law School | Law School | Adjunct Professor (Appellate & Space Law) | 2016-present |
| AAA | ADR | Arbitrator | 2024-present |
| Buchalter | Law Firm | Partner | 2020-2023 |

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

- Name Address Phone No.
- Name Address Phone No.

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 have served at the national level and in the OC community in various nonprofit leadership capacities for 30 years. I am also a member of the Leadership Tomorrow OC class of 2024, a program that inspires so many members of our community to give back locally. It is time to serve the city where I grew up in a subject area where I have particularly timely expertise. I have worked as an appellate lawyer at the highest levels of our court system, including on behalf of local governments. And I have recently studied cutting edge drone and eVTOL law at the leading air and space law center in the country. I am happy to bring these unique combined skills to the Aviation Committee.

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

September 9, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council [agenda](#) are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item VII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

Without weighing in on the merits of the proposal presented under this heading, it is remarkable to see from the City's [Active Planning Activities](#) site that on September 3, before this agenda was published, and long before the Council had given any direction to do so, City staff had opened a planning activity file, [PA2025-0171](#), to initiate the code amendments the Council may or may not ask for.

Item 1. Minutes for the August 26, 2025, Special City Council Meeting and the August 26, 2025, Regular City Council Meeting

The passages shown in *italics* below are from the [draft minutes](#) with suggested corrections shown in ***strikeout underline*** format. The page numbers refer to Volume 66.

Page 381, Item VI, Barto, bullet 2: "Attended Bike and Bike Safety Working Group meeting"

[**Comment:** The [video](#) confirms the accuracy of this, and the absence of any additional explanation. As a bicycle rider, I am pleased to see people are concerned about bike safety. That said, I have no recollection of previously hearing about the existence of a "Bike and Bike Safety Working Group," and have no idea of who created it, who is on it or where or when it meets. Is this a City Council group? Or something else?]

Page 390, mid-page: "*Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Blom, to approve the Consent Calendar, including amendments to Agenda Item No. 1, the Minutes; a "no" vote on Agenda Item 3 by Councilmember Weigand; and noted recusals.*"

[**Comment:** Although I submitted some suggested corrections to the minutes provided as Agenda Item 1, I do not recall any list of officially-proposed amendments to the minutes having been made available for inspection prior to this motion.]

Page 391, Public Comments: "*Jim Mosher noted his concerns related to the correspondence from the California Department of Housing and Community Development (HCD) requiring the City to revise and update the City's ADU ordinance; requested the City to do a thorough review of the responsive amendments; and noted what he believed were **typographical** errors in the proposed ordinance.*"

[**Note:** See my comments on Item 5, below. "Typographical errors" was the City Attorney's characterization, in response to a Council member's inquiry, of what I had commented about. However, my point was they were *not* typographical errors, but substantive errors requiring the ordinance to be corrected and re-introduced. If the minutes were to be complete, they would indicate that after the Mayor closed public comments, the City Attorney responded to an inquiry from Council member Grant, saying staff could correct typographical errors.]

Page 391, full paragraph 2: “Councilmembers Barto, Blom, Weber, and Mayor Stapleton had communications with the applicant ~~which were indicated regarding matters described~~ in the staff report and exhibits.”

[**Comment:** To the best of my knowledge, there is no indication in the staff report or exhibits that Council members had communicated with the applicant. The claim was that the communications were confined to matters covered in the written materials.]

Item 3. Ordinance No. 2025-22: Amending Chapter 10.08 (Use of Public Property and Interference with Public Access) of the Newport Beach Municipal Code to Add Provisions Related to the Protection of Pedestrians, Vehicle Traffic and Landscaping

Since this item proposes to make amendments to the Municipal Code, it is a bit surprising and disappointing that at its introduction no redline has been provided showing exactly what is being changed. One hopes that the changes are confined to the subject at hand, but that is unnecessarily difficult to verify.

As to the section that is being added, proposed new Section 10.08.012 (Safe Use of Medians), part “B” seems to me to include an unnecessarily complicated three-point exercise in logic that readers must solve by referencing multiple new definitions to determine if they are engaging in “prohibited conduct,” and in which the each point, confusingly, seems render largely moot the previous ones.

Wouldn't it have been a lot simpler to say something like: “*Except as provided in subsection C, it is unlawful for any person to stand or walk on any median within the City other than on a part providing a flat paved or non-decorative concrete raised surface at least forty-eight (48) inches in width by forty-eight (48) inches in length.*”

Is there anything in the three-point exercise that fails to capture? And wouldn't it eliminate the need for all the new definitions other than those of “median” and “pedestrian refuge island”?

As to the latter, before stepping into the street, if this is adopted, members of the public will now be expected to know, from having previously visited the City Clerk's office and consulting a list kept there, if what they see ahead of them is not just a “pedestrian refuge island,” but a *designated* “pedestrian refuge island.” Is that really practical? Even if it is, when will the list be produced and how often will it be updated? And shouldn't it be posted on the internet?

And since we are cracking down on crossing medians, might one also ask if some other part of the code makes it unlawful to stand in a part of the street that is *not* a median?

Item 4. Ordinance 2025-19: Amending Title 11 (Recreational Activities) of the Newport Beach Municipal Code Related to the Prohibition of Climbing on Railings of Public Property and Amending Title 11 (Recreational Activities) Related to Swimming Regulations and Restrictions on Diving, Jumping and Climbing on Public Property Adjacent to Waterways

I provided extensive [written comments](#) regarding this item when it was introduced as Item 3 at the August 26 meeting.

As pointed out then, if the concern about climbing on railings is confined to it as a prelude to diving and jumping from them, the new language could be combined with the existing diving restrictions rather than creating a new section.

Perhaps more importantly, the exceptions to both the old and proposed new regulations are confined to “*City employees or City contractors who are performing their official duties.*” This is a missed opportunity to add to the exceptions members of the public acting at the direction and under the supervision of City employees or contractors, as during safety training activities.

Council member Weigand voted against introduction of this ordinance for reasons he did not explain. Why the other Council members don’t want to enact better ordinances is beyond me.

Item 5. Ordinance No. 2025-20: Amending Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Updating ADU and JADU Standards (PA2025-0093)

As the draft minutes (Item 1 on the present agenda) indicate, I provided oral comments on this ordinance when it was introduced as [Item 34](#) at the August 26 meeting.

Those comments referred to substantive inconsistencies between the ordinance as proposed and the HCD review letter and a letter from the California Housing Defense Fund which some of the revisions supposedly responded to. The City Attorney suggested I was pointing out “typographical errors” which our Charter allows staff to correct. But my comments were not about typographical errors, they were about conscious word choices that affect the substantive meaning of the proposed codes.

For example, when one has two sets of regulations, A and B, there is a fundamental and obvious difference between saying a resident must comply with A **and** B (i.e., they must comply with both), compared to saying they must comply with A **or** B (i.e., they can choose which they want to comply with and ignore the other).

In the present case, HCD reminded the City of the existence of California [Government Code Section 66323](#) which, as I understand, sets certain standards that, if a proposed ADU meets them, requires approval despite its not meeting local standards that conflict with them. In other words, Government Code Section 66323 provides an alternative path to ADU approval, not an additional restriction on it.

In view of that, in NBMC Subsection 20.48.200.C.1, which is proposed, on agenda packet page 5-8, to condition approval on a finding that “*The dwelling conforms to the development standards and requirements for accessory dwelling units and/or junior accessory dwelling units as provided in this section **and** California Government Code Section 66323; and,*” it seemed to me that HCD would expect to see “**or**” rather than “**and**”. The use of “and” suggests compliance with the standards of Section 66323 is not sufficient, but the more restrictive local standards must always be met as well. If so, I suspect they will reject this and the identical language submitted to the Coastal Commission.

Similarly, the NBMC Subsection 20.48.200.F, on page 5-10 is proposed to read “*Except as modified by this subsection or authorized by California Government Code Section 66317 **and** 66323, an accessory dwelling unit and/or junior accessory dwelling unit shall conform to all objective standards of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of Title 20 (Planning and Zoning), including but not limited to*

height, setback, site coverage, floor area limit, and residential development standards and design criteria.” As I understand it, [Government Code Section 66317](#) is a separate state law requiring automatic approval of an ADU application if local action is not taken within a certain time, whether or not the approval is required by Section 66323 or any other law. As another alternative way of getting approval, and not an additional restriction, it would seem the highlighted “and” should also be an “or.”

Finally, I did not have time to address this orally, but I believe there could be a problem with the new NBMC Subsection 20.48.200.F.9 on page 5-14, which is proposed to read “*Any accessory dwelling unit or junior accessory dwelling unit that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable.*” I could be wrong, but the concern was about new ADU’s proposed on an existing property that is designated as a historical resource, not just with applications regarding an existing ADU that is, itself, designated as a historical resource. As written, the concern kicks in only in the latter case. Wasn’t this intended, instead, to read “*Any accessory dwelling unit or junior accessory dwelling unit on a property that is listed on the California Register of Historic Resources shall meet all Secretary of the Interior Standards, as applicable*”?

Again, this is not a typographical error, but a question about choosing the words that cause the ordinance to mean what it is intended to mean.

Finally, on page 5-9, NBMC Subsection 20.48.200.D is proposed to contain a statement that “*For purposes of this section, “multi-unit dwelling” means a development containing two or more dwelling units on one lot.*” Since this says it is a special definition, it is completely unclear to me if the count is intended to include accessory *dwelling units* on the lot, or not. Shouldn’t it say? The existing definitions in NBMC [Chapter 20.70](#) do not help me resolve the intent.

With little hope that any of these comments will have any affect on the Council’s action, I have not read the rest of the proposed ordinance with the same care.

Item 7. Resolution No. 2025-57: Opposing Proposition 50 and Enabling Legislation

This does not seem to be an effort to influence state legislation that might affect Newport Beach, but rather an effort to tell voters how to vote on a matter expected to be before them in a special election on November 4, 2025.

As the Whereas clauses of the proposed resolution indicate, the legislation putting the matter of congressional redistricting before voters, [ACA 8](#), [AB 604](#) and [SB 280](#), have all passed the legislature, and the latter two have been signed into law.

While a city council’s attempts to influence legislation have long been considered a legitimate, and in some cases a potentially beneficial, use of public resources, I thought things changed once an issue was on the ballot for voters to decide. With the limited exception of election laws authorizing council members to submit their personal arguments for publication in the sample ballot, for or against a measure their body has placed on a ballot, I thought there was a taboo against the voters’ public resources being used to influence their vote. In other words, once a decision is before voters, I thought that, with the limited exception of being allowed, when asked, to provide objective, factual information about the potential effects of a measure on the agency, public agencies were not supposed to use their power to tip the scale.

While I share many of what seem to be the Council members' concerns, and while those Council members are free to express their personal opinions, I do not think "the City" should be taking a position on a ballot measure.

At the very least, the last three Whereas paragraphs should say "the City Council" rather than "the City."

Item 22. Resolution No. 2025-60: Notice of Intent to Override Orange County Airport Land Use Commission's Determination of Inconsistency for the Snug Harbor Surf Park Project at 3100 Irvine Avenue (PA2024-0069)

This item is a bit difficult to comment on because what happened at the August 7, 2025, ALUC meeting has not yet been documented in the form of minutes or a recording readily available to the public.

That said, regarding the proposed resolution, the statements at the top of page 22-8c about the project site's noise environment are misleading. According to JWA's most recent [Noise Abatement Program Quarterly Report \(Jan - Mar 2025\)](#) the site is wholly within the 65 dB CNEL contour.

One of the major concerns raised in a September 3, 2025, letter from airport management (as opposed to the ALUC) was about the potentially high occupancy of a site in the safety zones. This issue (regarding which airport management may have confused total daily occupancy with the maximum number of persons present at any one time) is discussed at length in proposed resolution, but it is not clear those assurances of consistency consider the monthly special events. As heard by the Planning Commission on September 4, there seem to be no limits on the number of attendees, the number present at one time, or the duration of the special events.

Without such limits, a finding of consistency may be impossible to make.

Regarding the final finding ("*The Project is consistent with the overflight standards of the AELUP*" on page 22-8j), it is not clear to me what "overflight standards" it is referring to or how "overflight" is being defined. Moreover, the statement that "Overflights will be the same with the Project as with the existing golf course" is simply an observation that the construction or non-construction of the project will not change the intensity or route of air traffic from or to JWA. That seems self-evident, so I don't see what this claims to establish. The same could be said of the noise observations. It is hard to see how the fact that the noise will be unchanged provides justification for increased development (from something like 11,000 square feet to nearly 80,000 square feet) at a high noise site.

Item 24. Five Citizen-Member Appointments to the Aviation Committee

I cannot find it explained in the staff report, but my understanding of the past and present enabling resolutions for the Aviation Committee is that one of the citizen appointees must be a resident of the Newport Coast annexation area. Based on an examination of the unredacted applications in the City Clerk's office, it appears to me the only nominee with that qualification is Mary-Christine (MC) Sungaila. If true, it would seem she would need to be appointed, with the other four appointments being made from the nine remaining nominees. However, it seems a bit contradictory to the stated intent to follow Council Policy A-2 that only one nominee was

provided for that position, when the policy requires two nominees per position. It seems especially contradictory when there was at least one other qualified applicant from Newport Coast (Amber Snider).

Of the remaining citizen nominees from among whom the Council will choose, I would again emphasize Jack Stranberg's accomplishments during his service on the prior Aviation Committee. I believe the recent transition by Southwest Airlines from serving JWA with the smaller and noisier Boeing 737-700 to using the larger yet quieter Boeing 737 MAX 8 (which can carry more people with less noise) is largely the result of his patient diplomacy with that carrier.



On the Agenda: September 9 City Council Meeting

The next meeting of the Newport Beach City Council will be on Tuesday, September 9 at 4 p.m. The full agenda is available [here](#).

Agenda items include:

- Adoption of the 2025 California Building Standards Codes with local amendments, the 2025 California Fire Code with local amendments, and the 2025 California Wildland-Urban Interface with local amendments. Following a public hearing, the City Council will consider the updated codes to align with the 2025 California Building Standards, which take effect statewide on January 1, 2026. These codes, updated every three years by the State, set minimum safety and design requirements for construction. The proposed amendments are designed to address local geographic, topographic and climatic conditions.
- A decision on whether to override a determination by the Orange County Airport Land Use Commission (ALUC), related to the proposed Snug Harbor Surf Park project. The proposed project would redevelop part of the privately owned Newport Beach Golf Course into a recreation facility with surf lagoons, a clubhouse, and related amenities. ALUC recently determined that the project was inconsistent with the John Wayne Airport Land Use Plan. Overriding ALUC's finding would allow the City of Newport Beach to continue reviewing the project while formally notifying ALUC and the State of the decision. This action would not approve the Snug Harbor project, but would allow for further review and future consideration by the City Council.
- Appointment of five new members to the City's Aviation Committee. Earlier this year, the City Council updated the committee's structure and invited Newport Beach residents to apply. A Council Ad Hoc committee reviewed all applications and conducted interviews based on the qualifications and expertise of the applicants. Of 23 applicants, 10 finalists were nominated and five will be selected by the City Council to serve on the committee. The appointments will begin July 1, 2025, with two members serving initial two-year terms and up to three members serving four-year terms. The Aviation Committee advises the City on airport-related issues affecting Newport Beach.

[VIEW THE FULL AGENDA >>](#)

