CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA

JUNE 8, 2021
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660

STUDY SESSION – 4:00 P.M. (PUBLIC WELCOME)
CLOSED SESSION – FOLLOWS STUDY SESSION
REGULAR MEETING – 6:00 P.M.

BRAD AVERY, Mayor
KEVIN MULDOON, Mayor Pro Tem
NOAH BLOM, Council Member
JOY BRENNER, Council Member
DIANE B. DIXON, Council Member
DUFFY DUFFIELD, Council Member
WILL O'NEILL, Council Member

GRACE K. LEUNG, City Manager
AARON C. HARP, City Attorney
LEILANI I. BROWN, City Clerk
CAROL JACOBS, Assistant City Manager

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically. Please be advised that to minimize the spread of COVID-19, some, or all, of the Newport Beach City Council Members may attend this meeting telephonically.

Also, please be advised that on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council telephonically or by other electronic means. As a member of the public, if you would like to participate in this meeting, you can participate via the following options:

1. You can submit your questions and comments in writing for City Council consideration by sending them to the City Clerk at cityclerk@newportbeachca.gov. To give the City Council adequate time to review your questions and comments, please submit your written comments by **Monday, June 7, 2021, at 5:00 p.m.**

2. You can attend and participate in the meeting by going to the City Council Chambers or the Civic Center Community Room for overflow (both locations have limited occupancy due to social distancing) located at 100 Civic Center Drive where the meeting will be broadcasted, and you can address the City Council.

3. You can connect with a computer by joining through Zoom. Click the link below to register for the meeting using a valid email address. You will receive a confirmation email allowing you to join the meeting.
   https://zoom.us/webinar/register/WN_Xt9L_sgzQNCuipl0smZOIA
   - If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
   - Select "Join Audio via Computer."
   - The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," remain in the room until the meeting begins.
   - During Public Comments, use the "raise hand" function located in the participants' window and wait for City staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

4. Or you may connect by Phone/Audio Only by calling: 1-669-900-9128. The meeting ID is **913 8967 7212** #. During Public Comments, press *9 to add yourself to the queue and wait for City staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the process set forth above, please contact the City Clerk at (949-644-3005 or cityclerk@newportbeachca.gov) and she will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

The City of Newport Beach thanks you in advance for continuing to take precautions to prevent the spread of the COVID-19 virus.

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.

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 Leilani Brown 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).

NEWPORT BEACH CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660
JUNE 8, 2021
STUDY SESSION – 4:00 P.M. (PUBLIC WELCOME)
CLOSED SESSION – FOLLOWS STUDY SESSION
REGULAR MEETING – 6:00 P.M.

I. ROLL CALL – 4:00 p.m.

II. CURRENT BUSINESS

SS1. Clarification of Items on the Consent Calendar

SS2. Review of the Draft Housing Element
Based on input from the last Study Session, staff will provide a progress report and seek further input on the affordable and market rate housing allocations in the draft Housing Element.

III. PUBLIC COMMENTS

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 (3) 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.

IV. CLOSED SESSION – After Study Session – Council Chambers Conference Room

A. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code § 54957.6)

Agency Designated Representatives: Grace K. Leung, City Manager, Carol Jacobs, Assistant City Manager, Barbara Salvini, Human Resources Director, and Charles Sakai, Esq., Negotiators.

Employee Organizations: Association of Newport Beach Ocean Lifeguards (ANBOL) and Newport Beach Police Association (NBPA).

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

Properties: 3300 Newport Boulevard, Newport Beach, CA 92663 and 475 32nd St, Newport Beach, CA 92663.

Agency Negotiators: Seimone Jurjis, Community Development Director.

Negotiating Parties: Robert D. Olson, President of Olson Real Estate Group, Inc. the Manager of Lido House, LLC, a California limited liability company.

Under Negotiation: Instruction to negotiator regarding price and terms of payment. The City Council will not be considering the sale of either property and will only be discussing a leasehold interest in the properties.

V. RECESS

VI. RECONVENE AT 6:00 P.M. FOR REGULAR MEETING

VII. ROLL CALL

VIII. CLOSED SESSION REPORT

IX. INVOCATION – Rabbi David Young, Congregation B'nai Tzedek, Fountain Valley

X. PLEDGE OF ALLEGIANCE

XI. NOTICE TO THE PUBLIC

The City Council of Newport Beach welcomes and encourages community participation. Public comments are generally limited to three (3) 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.

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

XIII. MATTERS WHICH COUNCIL MEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA

- **Direct the Park, Beaches and Recreation Commission to agendize an Ocean Boulevard Bluff Walk presentation from the resident community group who proposes to enhance the walkways and viewpoints with an emphasis on the pedestrian experience, and forward a recommendation to the City Council on an action plan for their consideration [Brenner]**

XIV. PUBLIC COMMENTS ON CONSENT CALENDAR

*This is the time in which Council Members may pull items from the **CONSENT CALENDAR** for discussion **(ITEMS 1 – 15).** Public comments are also invited on Consent Calendar items. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record. If any item is removed from the Consent Calendar by a Council Member, members of the public are invited to speak on each item for up to three (3) 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. Council Members 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.*

XV. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. **Minutes for the May 25, 2021 Special Joint Meeting of the City Council and Finance Committee and the May 25, 2021 City Council Regular 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.

ORDINANCE FOR INTRODUCTION

3. Ordinance No. 2021-13: Amending Exhibit A of Section 3.36.030 of the Newport Beach Municipal Code Relating to Cost Recovery to Update Library Photocopying Fees

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

b) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2021-13, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Exhibit A to Newport Beach Municipal Code Section 3.36.030 Related to Cost Recovery*, and pass to second reading on June 22, 2021.

ORDINANCE FOR ADOPTION

4. Ordinance No. 2021-12 and Resolution No. 2021-47: Eliminating the Balboa Village Area Benefit District and Directing All Unprogrammed Funds Returned to the General Fund

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) Conduct second reading and adopt Ordinance No. 2021-12, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 12.44.029 (Area Benefit District Reserve) of Chapter 12.44 (Stopping, Standing and Parking Restrictions) of Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code to Eliminate the Balboa Village Area Benefit District*; and

c) Adopt Resolution No. 2021-47, *A Resolution of the City Council of the City of Newport Beach, California, Repealing City Council Resolution No. 2014-101 to Eliminate the Balboa Village Area Benefit District Fund and Direct All Unprogrammed Funds to be Returned to the General Fund.*

RESOLUTIONS FOR ADOPTION

5. Resolution No. 2021-48: Annual Measure M2 Eligibility Submittal

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 the Measure M2 Seven-Year Capital Improvement Program (CIP);

c) Adopt Resolution No. 2021-48, *A Resolution of the City Council of the City of Newport Beach, California, Concerning the Status and Update of the Circulation Element, Mitigation Fee Program, and Pavement Management Plan for the Measure M2 Program*; and

d) Direct staff to submit all necessary material to OCTA to satisfy the FY 2021-22 Measure M2 annual eligibility requirements.

6. Resolution No. 2021-49: Adoption of Fiscal Year 2021-22 Appropriations Limit

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. 2021-49, *A Resolution of the City Council of the City of Newport Beach, California, Determining and Establishing an Appropriations Limit for Fiscal Year 2021-22 in Accordance with Article XIIIB of the California Constitution and Government Code Section 7910*, in the amount of $218,535,203.

7. **Resolution Nos. 2021-50 and 2021-51: Proposed Assessment District No. 124 (Central Balboa Island) – Approval of Preliminary Engineers Report and Notice of Intent to Form Underground Utility District**
   a) Adopt Resolution No. 2021-50, *A Resolution of the City Council of the City of Newport Beach, California, Declaring its Intention to take Proceedings Pursuant to the Municipal Improvement Act of 1913 and to Issue Bonds Pursuant to the Improvement Bond Act of 1915, and Make Certain Findings and Determinations in Connection Therewith, all Relating to the Formation of Assessment District No. 124*; and
   b) Adopt Resolution No. 2021-51, *A Resolution of the City Council of the City of Newport Beach, California, Preliminarily Approving the Assessment Engineer's Report and Fixing the Time and Place of the Public Hearing for Assessment District No. 124.*

8. **Resolution No. 2021-52: Specifying Uses for FY 2021-22 RMRA Funding from the Road Repair and Accountability Act of 2017**
   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. 2021-52, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a List of Projects for Fiscal Year 2021-22 Funded by SB 1, The Road Repair and Accountability Act of 2017.*

CONTRACTS AND AGREEMENTS

9. **Balboa Peninsula Crosswalks Improvements Project – Notice of Completion for Contract No. 7288-2 (19T11)**
   a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project;
   b) Authorize the City Clerk to release the Labor and Materials Bond 65 days after the Notice of Completion has been recorded in accordance with applicable portions of Civil Code; and
   c) Release Faithful Performance Bond one year after acceptance by the City Council.

10. **Big Canyon Restoration Project – Phase 2A: Notice of Completion for Contract No. 8208-2 (20X12)**
    a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project;
    b) Authorize the City Clerk to release the Labor and Materials Bond 65 days after the Notice of Completion has been recorded in accordance with applicable portions of Civil Code; and
    c) Release Faithful Performance Bond one year after acceptance by the City Council.

11. **Geotechnical and Material Testing Services – Approval of On-Call Professional Services Agreements**
    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 four separate on-call Professional Services Agreements with GMU Geotechnical Engineering, Geocon West, Leighton Consulting and Harrington Geotechnical Engineering for geotechnical and material testing services at a not-to-exceed amount of $300,000 per agreement, and authorize the Mayor and City Clerk to execute the agreements.

12. Architectural Design Services – Approval of On-Call Professional Services Agreements

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 four separate on-call Professional Services Agreements with BOA Architecture, IDS Group, Jeff Katz Architecture, and PBK-WLC for architectural design services at a not-to-exceed amount of $300,000 per agreement, and authorize the Mayor and City Clerk to execute the agreements.

13. Approval of Agreement for As-Needed Sports and Recreational Field Landscape 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 a three (3) year agreement with two (2) automatic annual extensions, with Mariposa Landscapes, Inc. for as-needed landscape maintenance of Citywide recreational fields, for a total not-to-exceed of $1,250,000.

MISCELLANEOUS

14. Planning Commission Agenda for the June 3, 2021 Meeting

Receive and file.

15. Board and Commission Scheduled Vacancies – Confirmation of Nominees

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Waive the portion of City Council Policy A-2 (*Boards, Commissions & Committees*) that recommends nominating two or more candidates for each vacancy, if an insufficient number of candidates are available; and
c) Confirm the nominations made by the City Council Ad Hoc Appointments Committee:

Board of Library Trustees [1 vacancy]
Doug Coulter (incumbent)
Ash Kumra

Building and Fire Board of Appeals [2 vacancies]
Charles Allen
Kenneth Bondy

City Arts Commission [3 vacancies]
Gregory Cox
Maureen Flanagan (incumbent)
Barbara George
Meghan McNulty
Sara Salam
Laurel Tippett

Civil Service Board (Council nominee) [1 vacancy]
Paul Meyer
Edgar Oglesby

Harbor Commission [2 vacancies]
Scott Cunningham (incumbent)
Kevin Kramer
Steve Scully (incumbent)
Jordan Wachter

Parks, Beaches & Recreation Commission [2 vacancies]
Randall Black
Heather Ignatin (incumbent)
Keira Kirby
Cynthia Sender
Sheela Voleti

Planning Commission [2 vacancies]
Lauren Kleiman (incumbent)
Jonathan Langford
Lee Lowrey (incumbent)
Patrick McCann
Debbie Stevens

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 (3) minutes. Before speaking, please state your name for the record.

XIX. CURRENT BUSINESS – *taken out of order at the request of the Mayor*

16. Resolution No. 2021-53: Resolution of Intention to Disestablish the Newport Beach Restaurant Association Business Improvement District and Fix the Time and Place of Public Hearing

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve the Proposed Plan to Dispose of the Newport Beach Restaurant Association Business Improvement District's Assets; and
c) Adopt Resolution No. 2021-53, *A Resolution of the City Council of the City of Newport Beach, California, Declaring Its Intention to Disestablish the Newport Beach Restaurant Association Business Improvement District and Fix the Time and Place of Public Hearing*.

XVIII. PUBLIC HEARINGS

17. Ordinance No. 2021-14: Disestablishing the Corona del Mar Business Improvement District

a) Conduct a public hearing;
b) 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
c) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2021-14, *An Ordinance of the City Council of the City of Newport Beach, California, Repealing Ordinance No. 97-24, Ordinance No. 98-15, and Ordinance No. 99-18, and Disestablishing the Corona del Mar Business Improvement District*, and pass to second reading on June 22, 2021.

18. Resolution Nos. 2021-54, 2021-55, and 2021-56: Public Hearing and Adoption of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

a) Conduct a public hearing;
b) 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 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly;
c) Adopt Resolution No. 2021-54, *A Resolution of the City Council of the City of Newport Beach, California, Adopting the 2020 Urban Water Management Plan*;
d) Adopt Resolution No. 2021-55, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Water Shortage Contingency Plan*;
e) Adopt Resolution No. 2021-56, *A Resolution of the City Council of the City of Newport Beach, California, Adopting an Addendum to the 2015 Urban Water Management Plan*; and
f) Direct staff to fulfill the notification requirements set forth by the Water Code after the Urban Water Management Plan is adopted.

19. Resolution No. 2021-57: Fiscal Year 2021-22 Budget Adoption; City Budget Hearing; Recommendations from the Finance Committee; and Proposed Budget Revision Items

a) Conduct a public hearing on the City Manager's proposed budget for Fiscal Year 2021-22;
b) 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;
c) Review and approve the proposed budget revisions implementing the direction received from the City Council at the May 25, 2021 meeting and consider the Finance Committee's budget recommendations;
d) Review and approve the City Manager's recommended list of City position classifications and their salary ranges as required by the California Public Employees' Retirement System (CalPERS) and in accordance with 2 CCR § 570.5 (a)(1);
e) Approve Budget Amendment No. 21-045 implementing the restoration of budget reductions for the Fiscal Year 2020-21 budget as discussed with the City Council at the May 25, 2021 Study Session; and
f) Adopt Resolution No. 2021-57, *A Resolution of the City Council of the City of Newport Beach, California, Adopting the Budget for the 2021-22 Fiscal Year*, as amended by Item (c).

20. Resolution No. 2021-58: An Extension of Emergency Temporary Use Permits Issued to Businesses Due to State COVID-19 Restrictions (PA2020-069)

a) Conduct a public hearing;
b) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines under Class 1 (Existing Facilities), because this project has no potential to have a significant effect on the environment; and
c) Adopt Resolution No. 2021-58, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing an Extension of Emergency Temporary Use Permits Issued to Commercial and Institutional Uses for the Use of Private Property, Parking Lots, Sidewalks, and Public Property in the City of Newport Beach (PA2020-069).*

XIX. CURRENT BUSINESS

21. Resolution No. 2021-59: Underground Utility Assessment District No. 113 (West Balboa Island) – Award of Contract No. 7979-1 and Authorization of Limited Obligation Improvement Bonds

a) Acknowledge this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 2 Section 15302 (d) (conversion of overhead electrical utility distribution lines where the surface is restored to the condition existing prior to the undergrounding) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it will not have an adverse effect on the environment;
b) Approve the project plans and specifications;
c) Award Contract No. 7979-1 to Hot Line Construction, Inc. for the bid amount of $4,308,179.00 for Underground Utility Assessment District No. 113, and authorize the Mayor and City Clerk to execute the contract;
d) Establish a contingency of $430,000.00 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract;
e) Approve Amendment to Professional Services Agreement No. 7572-3 with NV5 of Irvine, CA for an additional not-to-exceed fee of $233,295.00 for Construction Administration and Residential Permit Support Services; and
f) Adopt Resolution No. 2021-59, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing and Providing for the Issuance of Bonds Pursuant to the Provisions of the Improvement Bond Act of 1915 for City of Newport Beach Assessment District No. 113 and Approving Certain Documents and Authorizing Certain Actions in Connection Therewith.*

22. Appointment to the Visit Newport Beach, Inc. Executive Committee

a) Determine that the 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 it will not result in a physical change to the environment, directly or indirectly;
b) Appoint Scott Calder, Jim Mosher, Briana Verham, or Sharon Wood to fill the scheduled vacancy on the VNB Executive Committee for a term expiring on June 13, 2025; and
c) If Sharon Wood is reappointed and if desired, waive City Council Policy A-2 relative to serving on only one Board, Commission or Committee at a time.

23. Coronavirus (COVID-19) Update

An oral report will be provided.

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 Council Members who voted with the prevailing side.

XXI. ADJOURNMENT – In memory of Jean Wegener

CITY OF NEWPORT BEACH

City Council Minutes
Special Joint Meeting with the Finance Committee
May 25, 2021

I. CALL MEETING TO ORDER - 4:00 p.m.

II. ROLL CALL

Present: Mayor Brad Avery, Mayor Pro Tem Kevin Muldoon, Council Member Noah Blom, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield (arrived at 4:56 p.m.), Council Member Will O'Neill, Finance Committee Member William Collopy, Finance Committee Member John Reed (via Zoom), Finance Committee Member Joseph Stapleton, Finance Committee Member Larry Tucker (via Zoom)

III. CURRENT BUSINESS

1. Review of the Proposed Fiscal Year 2021-22 Operating Budget *[100-2020]*

Finance Director Catlett utilized a presentation to review guiding principles, key messages, timeline, opportunities for public review, third quarter update recap, tiered budget balancing framework, three revenue sources: property tax, sales tax, and Transient Occupancy Tax (TOT), General Fund (GF) expenditures, transfers, internal service fund charges, changes in full-time staffing, and proposed additional staff in various City departments, key GF program enhancements, unfunded pension liability (UAL) accelerated PERS payment history and impact of payments, proposed GF surplus allocation, GF sources and uses, and highlighted what was not included due to Federal funds.

Council Member O'Neill noted the difference between where the City is today and where it was last year, appreciated the use of one-time funds on a one-time basis, believed UAL discussions are important, indicated the City's UAL is approximately the same despite the aggressive nature of discretionary pay downs, related that other cities' increasing UALs are reducing their services, and thanked Finance Committee members for their work during an extraordinarily difficult year.

Council Member Dixon expressed appreciation to City Manager Leung and staff during a difficult year and noted the City is doing exceptionally well. In response to her questions, Finance Director Catlett indicated the 17% property tax increase was provided by the City's consultant. City Manager Leung reported new full-time employees will likely be subject to PEPRA, staff is mindful of new State laws pertaining to contract employees, staff submits reimbursement requests for overtime and COVID-related expenditures and is reviewing adjustments to the requirements. Finance Director Catlett added that the City has not received reimbursements from the Federal Emergency Management Agency (FEMA) at the current time. Council Member Dixon congratulated staff for keeping a tight ship and doing the right things.

Mayor Pro Tem Muldoon noted that other cities are struggling and thanked staff and Finance Committee members. He expressed the opinion that the future is promising, but the $200,000 for the Boardwalk Ambassador Program is unnecessary.

In response to Council Member O'Neill's question, City Manager Leung related that staffing for the Harbor Department is funded from the Tidelands Fund rather than the GF.

Mayor Avery indicated that the report reflects that Newport Beach is an extraordinary city and how well the private sector runs their businesses in the City, expressed his satisfaction with staff's good decision-making and the granular review of contract staffing, and stated that the Permit Technician position for the Harbor Department is critical for ensuring boats have insurance. In response to his questions, Finance Director Catlett reviewed the ratio and philosophy of contingency funds and ratios for other cities.

DRAFT

Council Member Dixon requested staff add Harbor Department staffing as a footnote to the report.

Council Member Brenner congratulated City staff and the Finance Committee for a great job during a challenging year and appreciated the achievements of opening a homeless shelter and balancing the budget with a surplus.

In response to Charles Klobe's question, Finance Director Catlett indicated the jurisdiction that receives automobile sales tax depends on the type of sale.

Jim Mosher understood that the fraction of property tax that goes to the City is based on ratios contained in Proposition 13, the number may be different for each property, and 17% is probably a Citywide average. He noted the City Clerk's budget seems to fluctuate by 10% annually, expressed the opinion that the online budget detail book is challenging to use, the Open Budget website needs to be updated with the current budget, and questioned whether the policy for ordering supplies locally should be extended to Professional Services Agreements (PSA).

2. Review of Resources and Service Levels to Maintain City Beaches *[100-2020]*

City Manager Leung utilized a presentation to discuss beach activity and service request statistics.

In response to Council Member Dixon's question, City Manager Leung noted parking lot closures.

Community Development Director Jurjis utilized a presentation to discuss code enforcement activity, citations, and staffing options.

In response to City Manager Leung's question, Community Development Director Jurjis indicated that the code enforcement contractor began work in January 2021.

In response to Council Members' questions, Community Development Director Jurjis reported approximately ten citations for Short-Term Lodging (STL) violations were issued on Newport Island, the majority of citations were issued for the Peninsula area, citations for work without permits were issued throughout the City, cases are generally located in dense communities, the citation process includes a warning letter except for STL violations, and the majority of code enforcement activity is reactive. He added that the cost for an additional contract employee is $100,000, and the intent is to proactively enforce permitting for commercial picnics and unlicensed vendors. He noted that there are numerous unlicensed vendors selling novelties, beach supplies, and food, the vendors compete with retail establishments, vendors may be stationary in certain areas of the City, two or three street vendors have permits, vendors cannot block the sidewalk and have to provide a 4-foot clearance, and residents should call code enforcement to report street vendors.

Council Member Dixon related that many residents complained about picnic activities bringing alcohol onto beaches and taking business away from local restaurants and businesses.

In response to Mayor Avery's questions, Community Development Director Jurjis advised that noise complaints are handled by code enforcement and the Police Department, the normal case load is about 1,300 cases, and about 40% of citations have been paid.

Fire Chief Boyles utilized a presentation to discuss current lifeguard service levels and enhanced lifeguard service options between June 12 and September 6.

In response to Council's questions, Chief Boyles described staffing between April and June 12, 2021, stated that staffing depends on the school schedule, staffing for Memorial Day weekend is based on projected weather patterns, lifeguard staffing at Marina Park and the Wedge increases based on population and big wave days, and budget is not a factor in lifeguard staffing. He added that assigning a CERT volunteer to monitor the Newport Island bridge might be a good idea in order to provide

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education to bridge jumpers and act as a deterrent, citations can be issued for bridge jumping and the potential for injuries exists although there were no injuries in 2020. City Manager Leung indicated staff can look at using CERT volunteers for the upcoming season.

Council Member Duffield suggested that staff begin issuing citations for bridge jumping.

Mayor Avery concurred with Council Member Duffield's comment and believed monitoring bridge jumpers is a waste of money and staff time. City Attorney Harp indicated bridge jumping is a misdemeanor and bridge jumpers can go to jail. Mayor Avery believed the Lido Bridge is particularly dangerous because of the traffic.

Council Member Dixon noted there is signage indicating that bridge jumping is prohibited, and social media seems to drive people to jump. She indicated that she wants to discourage jumping without installing a physical barrier. In response to her questions, City Attorney Harp advised that the fine is a maximum of $1,000, the City Attorney's Office prosecutes the violation and negotiates the fine amount, the fine is typically $100 plus court costs for a total of about $500, and the City Attorney's Office has discretion in prosecuting as a misdemeanor and setting the fine amount. Council Member Dixon agreed with Council Member Duffield's comment. Chief Boyles added that an incident needs to be witnessed by a full-time officer in order to initiate a citation.

Mayor Avery stated the issue is increased by children watching and cheering bridge jumping on for hours.

Police Chief Lewis utilized a presentation to discuss the Boardwalk Ambassador Program, enhanced service opportunities, and current status.

In response to Council Member O'Neill's questions, Chief Lewis reported ambassadors provide education and address quality of life issues, visitors are not necessarily aware of prohibitions, most people comply with verbal warnings, staff hopes violations decrease as the program continues, the data covered only seven weeks, and the program could be discontinued if it is not effective.

Mayor Avery suggested fining the owners of businesses renting surreys. Chief Lewis noted the program has identified problematic businesses.

Council Member Blom shared his observation of an Ambassador interacting with a family in a surrey, related that Newport Beach favors education over citation and the program is working, and appreciated the great work.

Council Member Dixon stated the program is the result of trying to figure out how to control the speeding problem, appreciated the gentle touch, understood that residents are pleased to see the Ambassadors, and noted Boardwalk safety is the point of the program. She expressed the opinion that businesses would rather not rent surreys, the Coastal Commission does not allow the City to prohibit surreys in the coastal area, and education is the only path forward right now.

Public Works Director Webb utilized a presentation to discuss beach, boardwalk, street and area staffing, cleaning, landscape services, and porter services; volunteer organization cleaning efforts; public sidewalk, plaza, and area pressure washing locations, schedule, and costs; beach cleaning and maintenance constraints; and options for service level enhancements.

In response to Council Members' questions, Public Works Director Webb indicated the Corona del Mar (CdM) plaza refers to the area around Marguerite Avenue, staff can look into more pickups in the evening, one issue with early morning pickups is complaints about the noise of trucks, staff is cleaning areas around outdoor dining, spot cleaning is also done, CdM is not regularly steam cleaned, steam cleaning includes light posts, bridges, and dog areas, most services are provided by contract resources, Council increased the budget two years ago, cleaning is needed for traffic, homelessness,

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outdoor dining, and the special concrete in Balboa Village, merchants along Newport Pier clean their sidewalks while the City cleans the plazas, and Council has the discretion to place the responsibility on merchants associations.

Council Member Blom indicated businesses need to take pride of ownership and clean the sidewalks around their business, and related that businesses support enhancements in their areas. In response to his questions, Public Works Director Webb advised that additional beach cans can be added to the contract, additional cans may reduce complaints about trash, and the cost estimates include both cans and services.

In response to Council Member O'Neill's questions, City Manager Leung reported that Council may adjust the Ambassador Program and its cost, and it would be an enhancement to the prior budget.

Hoiyin Ip thanked Public Works, believed the rate of citations for trash is too low, noted Laguna Beach increased fines for littering, and inquired about Newport Beach's fines.

Council Member Dixon thanked staff for an excellent presentation, expressed the opinion that the key is addressing trash overflow, porter service, and sidewalk cleaning, noted the McFadden Square leases contain a provision for cleaning, but cleaning is not consistent because they are public sidewalks, proposed holding the $288,000 because funds are in the Balboa Village Area Benefit District, indicated the resolution includes enhanced maintenance of the beach area and Council should access those funds, suggested Council review the issues item by item, and suggested using sales tax revenues generated by visitors for cleaning.

Council Member Blom supported stationing lifeguards on beaches and the Bay rather than at bridges, continuing the Ambassador Program as-is before adding more resources, maintaining code enforcement as-is, adding more trash cans and pickups, and looking for the least expenditures with the largest results.

Council Member O'Neill did not support the code enforcement staffing increase, proposed decreasing funding for the Ambassador Program by half and seeing if speed violations decrease, noted trash increased because dining was take-out only, and wanted to figure out if this is the right approach for this year.

In response to Council Member Brenner's question, City Manager Leung advised that generally staff would reduce trash pickups and staffing if they were not needed, but actual reductions depended on the item. Council Member Brenner suggested Council vote once on staff's recommendations and if Council did not adopt the recommendations, Council could vote on each line item. City Manager Leung stated that a line-by-line straw vote could be more expedient based on comments.

Mayor Pro Tem Muldoon supported Council Member O'Neill's comments.

Mayor Avery, Council Member Brenner, and Council Member Dixon expressed support for additional code enforcement staffing.

Council Member Dixon expressed support for enhanced lifeguard services.

Mayor Avery, Council Member Brenner, Council Member Dixon, and Council Member Duffield expressed support for the Boardwalk Ambassador Program.

There was a unanimous straw vote to support the proposal for additional beach trash cans.

Mayor Avery, Council Member Brenner, Council Member Dixon, Council Member Duffield, and Council Member O'Neill expressed support for additional porter services.

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There was a unanimous straw vote to support an increase in the frequency of afternoon street trash pickups.

Mayor Avery, Council Member Brenner, and Council Member Dixon expressed support to formalize and increase volunteer cleanup efforts.

In response to Council Members' Dixon's question, City Manager Leung reported staff will be stationed at bridges when needed and explore the use of volunteers. Council Member Dixon noted people jumping from the Newport Island bridge have been injured on rocks exposed during low tide.

In response to Mayor Avery's question, City Manager Leung indicated the direction to staff is clear, and the Council will vote on these items again during the proposed budget discussions.

IV. PUBLIC COMMENTS

Vicky shared her experiences with a local plastic surgeon which involved police officers and provided a handout.

Avery Counts, Constituent Services Manager for Orange County 2nd District Supervisor Foley, provided an update regarding Supervisor Foley's activities on behalf of Newport Beach and invited everyone to the events.

Craig Sheets discussed the effects of radiating oceans, forbidden cat walks on oil rigs, hot shot freight trains, chemical warfare, the effects of oil spills, methamphetamine labs, green cards and AK-47 serial numbers, and marquee lighting.

V. ADJOURNMENT – 6:21 p.m.

The special meeting 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 on May 20, 2021, at 4:00 p.m.

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Brad Avery
Mayor

Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH

City Council Minutes
Study Session and Regular Meeting
May 25, 2021

I. ROLL CALL – 6:49 p.m.

Present: Mayor Brad Avery, Mayor Pro Tem Kevin Muldoon, Council Member Noah Blom, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield, Council Member Will O'Neill

City Attorney Harp announced that Clarification of Items on the Consent Calendar and Closed Session were not needed. Further and without City Council objection, Study Session Item SS2 would be heard at the end of the meeting and Public Comments on Non-Agenda Items would be heard at this time.

II. CURRENT BUSINESS

SS1. Clarification of Items on the Consent Calendar - None

SS2. Review of the Proposed Fiscal Year 2021-22 Capital Improvement Program Budget ***[100-2021] – heard at the end of the Regular Meeting***

III. PUBLIC COMMENTS – None

IV. CLOSED SESSION – City Attorney Harp announced that Closed Session was not needed

A. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code § 54957.6)

Agency Designated Representatives: Grace K. Leung, City Manager, Carol Jacobs, Assistant City Manager, Barbara Salvini, Human Resources Director, and Charles Sakai, Esq., Negotiators.

Employee Organizations: Association of Newport Beach Ocean Lifeguards (ANBOL) and Newport Beach Police Association (NBPA).

V. RECESSED

VI. RECONVENED AFTER THE SPECIAL JOINT MEETING OF THE CITY COUNCIL AND THE FINANCE COMMITTEE AT 6:49 P.M. FOR REGULAR MEETING

VII. ROLL CALL

Present: Mayor Brad Avery, Mayor Pro Tem Kevin Muldoon, Council Member Noah Blom, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield, Council Member Will O'Neill

VIII. CLOSED SESSION REPORT

IX. INVOCATION – Pastor Drew Smithson, Orange County First Assembly of God, Santa Ana

X. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Muldoon

XVI. PUBLIC COMMENTS ON NON-AGENDA ITEMS

David Tanner requested that Council hold a series of General Plan Update workshops during Council meetings and provide direction to staff regarding new housing and environmental laws. He proposed the first workshop pertain to Mariners' Mile and the Orange County Master Plan of Arterial Highways.

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George relayed the recommended and actual numbers of liquor licenses in the tract map containing 103 Palm Street, stated emergency responders have had problems entering the parking lot, and expressed the opinion that the proposed business at 103 Palm Street will contribute to trash on the beach. He hoped Council would not allow the proposed liquor license transfer to 103 Palm Street.

Cathy expressed the opinion that alcohol service at 103 Palm Street would increase the number of over-served patrons which would cause problems for neighbors, police have difficulty closing fire pits at 10:00 p.m., and the Fun Zone used to be family-friendly. She asked Council Members to visit the area and see the problems for themselves.

Harpreet Grewal, Newport Bay liquor store owner, indicated his business has been doing well for 23 years, but adding another business will put him out of business.

Carlos Godinez, President of the Newport Beach Restaurant Association (NBRA) Business Improvement District (BID), asked Council to consider reinstating the BID for one more year, indicated restaurants provide almost $3.9 million in economic impacts for the City, and noted the NBRA is pro-business.

Thad Foret, NBRA BID Board Member, advised that he relies on the BID to market his restaurant, the small annual assessment makes him feel as though he is participating in big incentives and provides a good return on money he does not have to spend.

Peggy Fort, CMC Inc., indicated her firm represented the NBRA BID for 13 years in numerous marketing initiatives, the NBRA BID grew to be a respected industry leader, and now is the time for Council to support the NBRA BID's cooperative marketing efforts.

Philip Crowley, NBRA BID member, stated the BID has been financially worthwhile for both the City and restaurants, requested Council reconsider its vote on the BID and renew it for at least a year so that its success can be utilized to develop another direction.

David Salisbury, Newport Landing/Harborside Restaurant, expressed the opinion that abolishing the BID would be a mistake, and another year would allow the BID to reconsider its direction.

David Guerrero, Bungalow Restaurant General Manager, requested Council give the BID another year to resolve issues.

Jim Walker, Bungalow Restaurant Owner, related that many restauranteurs have contributed hours of time to the NBRA because it has been good for the restaurant community, Newport Beach, and businesses at large, the current membership totals about 470, the BID revised its structure in response to concerns, full-service restaurants voluntarily paid the majority of BID fees, and BID membership is not compulsory. He asked Council Members to attend meetings and discuss keeping the BID.

Steve Rosansky, President of the Newport Beach Chamber of Commerce, supported the NBRA and its effective efforts to market restaurants and Newport Beach, noted the BID is an ideal public-private partnership, and hoped Council would support renewing the BID for at least one more year.

Gary Sherwin, President and CEO of Newport Beach and Company, concurred with comments regarding the challenges facing restaurants, agreed that the 1994 law was preferable, and advised that the BID Board agreed to begin a strategic planning process which includes a conversion to the 1994 law. He added that, if given another year, the BID Board can decide whether to convert to a structure under the 1994 law and noted that the BID was the only means for some restaurants to promote their business.

Hoiyin Ip remarked that restaurant owners work hard and restaurants are part of the City fabric, but stated that the NBRA never officially supported efforts to reduce single-use plastics, and hoped the NBRA is willing to discuss the problem the City is having with trash.

XI. NOTICE TO THE PUBLIC

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

Council Member Brenner:
- Submitted an Orange County Mosquito and Vector Control District report for the record regarding Newport Beach
- Utilized slides to announce the CEO of Mother's Market spoke to the Corona del Mar Residents Association (CdMRA), the Modified Vehicle Street Racing and Take Over Task Force and statistics, a SWAT training in Corona del Mar, and requested residents planning to demolish their homes contact the Police Department about using the homes for training
- Requested a future agenda item regarding direction to the Park, Beaches and Recreation Commission to agendize an Ocean Boulevard Bluff Walk presentation

Council Member O'Neill:
- Thanked Recreation and Senior Services staff for opening fields
- Attended the Corona del Mar High School theater performance
- Hosted a first-grade boy scout troop in the City Council Chambers
- Announced a Finance Committee meeting on May 27, 2021 at 3:00 p.m.

Council Member Dixon:
- Utilized slides to share the sound wall replacement project in West Newport and announced a District 1 Virtual Town Hall on June 17, 2021 at 5:00 p.m.
- Attended a Zoom meeting with 2nd District Supervisor Katrina Foley regarding airport matters and an Aviation Committee meeting on May 17, 2021
- Thanked the Recreation and Senior Services Department, Public Works Departments, and staff for the Grant Howald Park grand opening

Mayor Avery:
- Utilized slides to show dredging at the Harbor entrance and the Grant Howald Park grand opening held earlier in the day
- Attended meetings of the Finance Committee, Homeless Task Force, Orange County Sanitation District (OCSD) Board, and administration committee

XIII. PUBLIC COMMENTS ON CONSENT CALENDAR

In response to Council Member Dixon's question regarding Item 7 (Resolution No. 2021-44: Approval of Revised City Council Travel Policy F-8), City Manager Leung clarified that the revision extended the travel policy to commissions.

XIV. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. **Minutes for the May 11, 2021 City Council Regular Meeting *[100-2021]***
   Waive reading of subject minutes, approve as amended, and order filed.

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

ORDINANCES FOR ADOPTION

3. **Ordinance No. 2021-10: Amending Portions of Chapter 1.05 of the Newport Beach Municipal Code Relating to Citation Fees and Citation Appeal Period (PA2021-079) *[100-2021]***

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a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Conduct second reading and adopt Ordinance No. 2021-10, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 1.05.020, Section 1.05.060, and Section 1.12.020 of the Newport Beach Municipal Code to Increase Fines for Violations of the Municipal Code and Shorten the Administrative Citation Appeal Period*.

Council Member Blom and Council Member O'Neill voted "no" on Item 3.

4. **Ordinance No. 2021-11: Zoning Code Amendment to Allow Eating and Drinking Establishments and Health/Fitness Facilities Within the Mixed-Use Dover/Westcliff Zoning District (PA2020-316)** ***[100-2021]***
   a) 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 ("CEQA Guidelines"). The proposed action is also exempt pursuant to 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; and
   b) Conduct second reading and adopt Ordinance No. 2021-11, *An Ordinance of the City Council of the City of Newport Beach, California, Adopting Zoning Code Amendment No. CA2020-009 Amending Table 2-8 (Allowed Uses and Permit Requirements) of Section 20.22.020 (Mixed-Use Zoning Districts Land Uses and Permit Requirements) of Title 20 (Planning and Zoning) of the Newport Beach Municipal Code to Allow Eating and Drinking Establishments and Large Health/Fitness Facilities in the MU-DW (Mixed-Use Dover/Westcliff) Zoning District (PA2020-316).*

RESOLUTIONS FOR ADOPTION

5. **Resolution No. 2021-42: Initiation of Zoning Code and LCP Amendments Related to Wireless Communication Facilities in the Public Right of Way (PA2021-103)** ***[100-2021]***
   a) Determine this action exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3; and
   b) Adopt Resolution No. 2021-42, *A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to Titles 20 (Planning and Zoning) and 21 (Local Coastal Program Implementation Plan) of the City of Newport Beach Municipal Code Related to Wireless Communication Facilities in the Public Right of Way (PA2021-103).*

Mayor Pro Tem Muldoon recused himself on Item 5 due to business interest conflicts.

6. **Resolution No. 2021-43: Initiation of Zoning Code and LCP Amendments Related to Accessory Dwelling Units (PA2021-113)** ***[100-2021]***
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3; and
   b) Adopt Resolution No. 2021-43, *A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the City of Newport Beach Municipal Code Related to Accessory Dwelling Units (PA2021-113).*

7. **Resolution No. 2021-44: Approval of Revised City Council Travel Policy F-8** ***[100-2021]***
   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

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b) Adopt Resolution No. 2021-44, *A Resolution of the City Council of the City of Newport Beach, California, Adopting Revised City Council Policy F-8.*

8. **Resolution No. 2021-45: Emergency Declaration – Caulerpa prolifera in Newport Harbor *[100-2021]***
   a) The proposed action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15269(c) (the activity is necessary to prevent or mitigate an emergency) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it does not have the potential for causing a significant effect on the environment, and none of the exceptions listed in Guidelines Section 15300.2 apply. Section 15269 allows specific actions necessary to prevent or mitigate an emergency; and
   b) Adopt Resolution No. 2021-45, *A Resolution of the City Council of the City of Newport Beach, California, Proclaiming the Existence of a Local Emergency Related to the Infestation of Caulerpa Prolifera in Newport Harbor.*

CONTRACTS AND AGREEMENTS

9. **Corporation Yard Fence Replacement Project – Notice of Completion for Contract No. 7810-1 (20F02) *[38/100-2021]***
   a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project;
   b) Authorize the City Clerk to release the Labor and Materials Bond 65 days after the Notice of Completion has been recorded in accordance with applicable portions of Civil Code; and
   c) Release Faithful Performance Bond one year after acceptance by the City Council.

10. **Fiscal Year 2020-21 Traffic Signal Rehabilitation Project – Award of Contract No. 7791-1A (21T01) *[38/100-2021]***
    a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
    b) Approve the project plans and specifications;
    c) Award Contract No. 7791-1A to KDC, Inc., dba Dynalectric for the total bid price of $741,544, and authorize the Mayor and City Clerk to execute the contract; and
    d) Establish $75,000 (approximately 10 percent) contingency amount to cover the cost of unforeseen work not included in the original contract.

Mayor Pro Tem Muldoon recused himself on Item 10 due to business interest conflicts.

11. **Temporary Employment Agreement for a Principal Building Inspector (C-8696-1) *[38/100-2021]***
    a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
    b) Authorize the Mayor and Community Development Director to execute the Post Retirement Temporary Employment Agreement with John Burckle for Principal Building Inspector Services.

Mayor Pro Tem Muldoon voted "no" on Item 11.

12. **Award of On-Call Vessel Removal, Storage and Disposal Services Agreements with Newport Dredging Company, Inc. (C-7496-2), Pacific Towing, LLC (C-8697-1), and Perry's Truck & Equipment Repair, LLC (C-7703-2) *[38/100-2021]***
    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

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b) Authorize the Mayor and City Clerk to execute a three-year contract, with two optional one-year extensions with Davis Farr LLP in a not to exceed amount of $270,000 to perform the City's annual financial statement audit.

MISCELLANEOUS

13. Third Quarter Budget Update *[100-2021]*

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. 21-043, which will:
   1. Transfer unused Homeless Shelter CIP project funds of $265,285.80 to the City Manager Outreach Services account (0102041-811008) for ongoing homeless shelter operating costs;
   2. Transfer unappropriated fund balance from the 800 MHz Radio Fund to the General Fund in the amount of $446,656; and
   3. Transfer unappropriated fund balance from the Special Improvement District No. 95-1 Fund to the General Fund in the amount of $281,611;
c) Receive and file the report of budget amendments for the third quarter; and
d) Receive and file the summary of pandemic-related costs and revenue.

Mayor Pro Tem Muldoon recused himself on Item 13 due to business interest conflicts.

14. Set Public Hearing Date for the 2020 Urban Water Management Plan and Water Shortage Contingency Plan *[100-2021]*

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Receive the draft Urban Water Management Plan, the Water Supply Contingency Plan, and the Addendum to the 2015 Urban Water Management Plan for review; and
c) Set the date of June 8, 2021 for a public hearing.

15. Set Public Hearing Date to Adopt Fiscal Year 2021-2022 Budget *[100-2021]*

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) Schedule a public hearing of the City's Proposed Budget for Fiscal Year 2021-2022 for June 8, 2021, and direct the City Clerk to publish a notice of said hearing in accordance with Section 1102 of the Newport Beach Charter.

Motion by Mayor Pro Tem Muldoon, seconded by Council Member O'Neill, to approve the Consent Calendar; and noting the recusal by Mayor Pro Tem Muldoon to Items 5, 10, and 13, the "no" votes by Council Members Blom and O'Neill to Item 3, the "no" vote by Mayor Pro Tem Muldoon to Item 11, and the amendments to Item 1.

The motion carried unanimously.

XV. ITEMS REMOVED FROM THE CONSENT CALENDAR – None

XVI. PUBLIC COMMENTS ON NON-AGENDA ITEMS – Was taken after Pledge of Allegiance

XVII. PUBLIC HEARING

16. Resolution No. 2021-46: Lower Newport Bay Confined Aquatic Disposal (CAD) Construction Project – Environmental Impact Report *[100-2021]*

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Public Works Director Webb and Administrative Manager Miller utilized slides to review the recommendations, map of the Federal channels that need dredging, the sediment characterization study, open ocean disposal limit (mercury parts per million), anchorage area material, and Newport Channel material. Public Works Director Webb reported the material is not toxic, staff advocated diligently to obtain a level of 1.5 parts per million (PPM), and staff is looking to dispose of the material in some way.

In response to Council Member Dixon's questions, staff indicated the Environmental Protection Agency (EPA) sets the limit based on data, the limit has to be safe, the City tests for toxicity, staff had concerns about mercury but the level is extremely low, approximately 100,000 cubic yards of material cannot be disposed of in the ocean, PCBs also contaminate the material, and the EPA did not find the level significant enough to prohibit offshore disposal.

Administrative Manager Miller continued the presentation with the Sediment Management Plan and RGP-54 shoreline sediment material requiring alternative disposal. Public Works Director Webb noted material around some residential docks in the Harbor cannot be dredged and disposed of in the ocean, the cost of dredging and moving a small amount of suitable material is high, staff is looking at areas outside the Federal channels and the characterization of sediment is valid for only five years.

Administrative Manager Miller continued the presentation with a discussion about the disposal site project objectives, disposal in prior years at the Port of Long Beach, and Project Alternative No. 1. Public Works Director Webb clarified that leaving unsuitable material in place creates locations where vessels cannot travel, and two locations of unsuitable material will create problems for large vessels traveling to the Newport Shipyard if they are not dredged.

In response to Council Member Dixon's questions, Public Works Director Webb related that capital projects have reduced the amount of sediment flowing into the Harbor, the level of sediment will rise but not at a fast rate, the number of large vessels that cannot navigate the Harbor is unknown, and many vessels can navigate during high tide only.

Administrative Manager Miller continued the presentation with an explanation of Project Alternative No. 2 (no CAD construction). Public Works Director Webb emphasized the number of truck trips and the cost impacts of handling material in this alternative.

Administrative Manager Miller continued the presentation with Project Alternative Nos. 3 and 4 (reduce CAD size).

In response to Council Member Dixon's questions, Public Works Director Webb related that a whole area has to be dredged because the small area that exceeds the limit cannot be identified, and noted the blue areas on the map can be dredged and disposed of in the ocean.

Administrative Manager Miller continued the presentation with Project Alternative No. 5 (In-Harbor disposal). Public Works Director Webb clarified that this alternative involves digging a hole inside the Harbor to dispose of dredged material.

In response to Council Member Dixon's question, staff indicated the depth of the proposed green location is about 12 feet, material from the site will be dredged and disposed of in the ocean, other dredged material will refill the hole, and the proposed location in the Turning Basin is not a good location because the top layer of material is not suitable for ocean disposal.

Administrative Manager Miller continued the presentation with the recommended CAD location.

In response to Mayor Avery's questions, Administrative Manager Miller stated the yellow dashed line represents the footprint of the CAD, and the barge releases the material into the CAD.

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Administrative Manager Miller continued the presentation with the CAD construction process. Public Works Director Webb noted the Stage 13 Project involved digging sand from the ocean floor, moving it to the beach, and not refilling the hole. For the dredging project, the hole will be refilled.

In response to Council Member Dixon's question, Public Works Director Webb advised that the hole in the ocean floor may be referred to as a vault. Steve Cappellino, Anchor QEA, reviewed current CAD locations, CADs have been constructed within 200 yards of residences in the northeastern United States, such as New Bedford Harbor, but not on the West Coast, and other facilities are receiving materials with higher-concentration material than proposed for Newport Harbor.

Administrative Manager Miller continued the presentation with the Basis of Design Report (BODR) and the CAD construction process. Public Works Director Webb noted staff worked with the community and the Harbor Commission regarding using the CAD for ten years, the community raised concerns, the compromise was two years to obtain permits for residential dredging and use of the CAD for six months, the current RGP-54 permit does not allow CAD disposal, staff will work on that in the next permit, and two years is not a long time for residents to obtain permits and line up a dredging service.

Administrative Manager Miller continued the presentation with a 2012 dredging photo and discussion about community and public outreach. Public Works Director Webb emphasized that outreach was extensive.

Administrative Manager Miller concluded the presentation with the CEQA review, details of identified CEQA mitigation measures, public comment periods for CEQA, next steps, and staff recommendation.

In response to Council Member Duffield's question, Mr. Cappellino reported computer modeling using field data is used to predict the plume action under different circumstances, and limitations are placed on disposal events to minimize the potential movement of material from the site. A disadvantage of placing the CAD in the Turning Basin is the depth of the water.

In response to Mayor Pro Tem Muldoon's question, staff related that the concentration of dredged material will be the same when it is dredged and when it is placed in the CAD, the material placed in the CAD will not harm a swimmer because of the depth of the dredged material, the CAD site will be blocked to vessels during construction, a catastrophic event would be needed to pick up and disperse material, the EPA was not concerned about the in-place material for swimmers unless there was some type of long-term ingestion of the material, and all biological tests found no toxicity of the material. Mr. Cappellino discussed the EPA's reasons for setting limits for material, and the fact that concentrations in existing sites are not causing biological responses. He added that a person traveling in the Harbor is safe even if sediment is disturbed.

In response to Mayor Avery's questions, Mr. Cappellino agreed that large vessels disturb the sediment, which drifts with the current and settles again in some radius around the area, the City does not perform targeted sampling for resuspension events from ships, a very controlled water quality monitoring program is in effect during construction projects, and if results do not match predictions, the City is required to stop or alter the project. He added that testing is phased and currently underway, and results are submitted to the Water Quality Board.

In response to Council Member Dixon's questions, Public Works Director Webb stated the CAD will be returned to essentially its original state, and he has no concerns about living within 25 yards of the CAD.

In response to Council Member Duffield's question, Mr. Cappellino reviewed the testing for toxic materials and indicated testing materials in the Harbor did not produce a toxic response, when the EPA revised the limit from 1.0 ppm to 1.5 ppm, the amount of material to be dredged decreased from 270,000 cubic yards of material to 100,000 cubic yards.

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In response to Council Member Blom's questions, Mr. Cappellino advised that the EPA and most regulatory agencies want the City to manage sediment. Council Member Blom noted the toxic material already exists in the Harbor, the City is in compliance with EPA regulations, the City found a way to dispose of dredged material, the project seems like a win-win situation, and an excessive amount of due diligence has been performed. Public Works Director Webb reported the City looked at various options that are not viable, stated that trucking is probably the most viable option, but it is very expensive at $21 million, noted that bringing the dredge to Newport Beach costs $1 million, and confirmed that the EPA said the CAD is probably the best and safest method. Mr. Cappellino described a Combined Disposal Facility (CDF) and eliminated it as an option because there is not a lot of unbuilt space to create new land. He further stated that obtaining a permit from the Coastal Commission would be difficult, a CAD is probably safer than a CDF, and trucking the material to a construction site raises liability issues for the City.

In response to Mayor Avery's questions, Mr. Cappellino indicated locating a CAD in an area where the groundwater upwells into the CAD is not safe because the groundwater could push the material out of the CAD. Newport Harbor does not have that problem, stated that the cap for the CAD will be 3 feet thick to prevent animals from digging through it and wind and wave action from scouring it, and noted that if the City wants to develop an anchorage over the CAD site, it will need to determine the largest size anchor allowed and design the cap for that size anchor.

Council Member Duffield related that he has talked with staff and the consultants, they have considered a wide range of options, and the City's options are limited because of regulations and restrictions. He expressed his support for the proposal.

In response to Council Member Dixon's questions, Mr. Cappellino indicated Long Beach is attempting to permit a CAD, staff has approached Long Beach about dumping material in their proposed CAD but the CAD is limited to Long Beach's use, and the project is likely years away from completion.

Mayor Avery opened the public hearing.

Harbor Commission Chair Kenney reported the Harbor Commission held a public hearing on the project's Environmental Impact Report (EIR) and voted 6-0 with one abstention to recommend that Council adopt and certify the EIR, the EIR determined trucking material to a land-based fill site was not feasible, indicated the Harbor Commission formed an ad hoc committee to consider a land-based fill site but determined the dredging project could not be delayed, listed benefits of the dredging project, noted the project has been reviewed by all required Federal, State, and regional jurisdictions, and significant Federal funding has been secured.

Brent Mardian expressed the opinion that a CAD is not a bad idea but it is also not the best or most creative idea and advised that Palmer Luckey is funding a private alternatives investigation, and reasonable alternatives have not been presented, stakeholders in Newport Beach have been surprised by Mr. Luckey's progress and new alternatives, Newport Beach deserves an option that provides benefits, and he intends to provide an alternative in the next 60 days that will avoid locating a landfill in front of Newport Beach homes.

Dave Rhodes expressed concern about the location of the CAD, related that the existing plume can be dispersed, mercury levels are sufficient to prevent the disposal of material at LA-3, and urged Council not to locate a CAD close to residences.

Shana Conzelman supported dredging and commented that every option needs to be explored in its entirety, a CAD is the only option staff has presented, and a representative from the Water Quality Board spoke to the Harbor Commission and stated the City is attempting to downplay the severity of contaminated material. She disagreed with disposing of contaminated material in the Newport Harbor anchorage.

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Carson Hill supported the use of a CAD, stated staff has conducted a lot of research and studies for the proposed project to be successful, and encouraged Council to move forward with the proposal.

Jess Salem, Newport Harbor Shipyard and Lido Yacht Anchorage, supported the CAD, noted vessels already have difficulty navigating the Rhine Channel with less than a 4-foot tide, a 30 to 40-foot vessel can cause turbidity in the bay, plants and fish have returned to the Rhine Channel since the 2012 dredging, and dredging is good for the bay.

Palmer Luckey expressed the opinion that many people do not know how to operate boats, advances in technology have made dredging possible in better and cheaper ways, long-term monitoring is worthwhile, the ping pong ball analogy is probably off by orders of magnitude, and dredged material will contain 3,000 to 9,000 pounds of mercury.

Harbor Commissioner Beer indicated he has met with Mr. Luckey and his team, the work on alternatives is encouraging, discussions would continue in parallel to Mr. Luckey's work, the Harbor Commission or Council could review and evaluate any compelling work from Mr. Luckey and his team, not approving the project tonight will only delay the project, Council action today allows the City to take advantage of the best alternative if a compelling alternative is not developed, vessels navigating the channel currently disperse unsuitable material across the Harbor, and only a catastrophic event will cause material to escape a CAD.

Lauren Chase, Orange County Coastkeeper, stated dredging is important to the Harbor and needs to be done correctly, the EIR does not provide adequate information for Council to make the best decision, Coastkeeper has been disappointed with the engagement process, options are not a CAD or nothing, and the EIR needs to be revised. She requested Council provide more time for public engagement.

Mary Buckingham inquired whether the six-month period would occur every two years for ten years or in perpetuity, about the flow of traffic during the six-month period, and about a source for additional information regarding the project.

Hearing no further testimony, Mayor Avery closed the public hearing.

In response to Mayor Pro Tem Muldoon's questions, staff anticipated learning about Federal funding by early 2022 and construction beginning in the summer or fall of 2022. Public Works Director Webb indicated the usual challenges apply to the EIR, reported that funding for Phase 1 of the project is contained in the budget, an additional appropriation of about $6.2 million is in the approval process, regulatory agencies may require new data for the sediment plan if the project is delayed, there is no certainty that Mr. Palmer will provide an alternative, and it would have its own permitting process. City Attorney Harp advised that the EIR is subject to a CEQA challenge, and litigating a challenge could require a year.

Mayor Pro Tem Muldoon expressed the opinion Council has a duty to explore alternatives and walking away from Federal funding and ignoring the EPA are not prudent actions. In response to his question about moving the project forward and requiring the City to seriously consider a private option such that no vendor or staff can take away another option, City Attorney Harp advised that Council needs to approve the environmental document and supplement the motion with direction to staff about alternatives, an alternative will be subject to the environmental process, and approving the EIR does not prevent Council from considering other alternatives. Public Works Director Webb suggested the Harbor Commission's ad hoc committee continue its investigation and report to Council.

Council Member Dixon would support the proposed motion if there was some urgency to finding an alternative.

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Harbor Commissioner Beer related that Mr. Luckey's team anticipates providing him with information to share with the Harbor Commission at its June 2021 meeting, and assured Council that the process will continue diligently.

Following discussion, **motion by Mayor Pro Tem Muldoon, seconded by Council Member Dixon,** to a) adopt Resolution No. 2021-46, *A Resolution of the City Council of the City of Newport Beach, California, Certifying Environmental Impact Report No. ER2021-001; Adopting the Mitigation, Monitoring and Reporting Program; Making Facts and Findings; and Approving the Construction of a Confined Aquatic Disposal Facility and Dredging Outside the Federal Channels in Lower Newport Harbor*; and b) direct the Harbor Commission to continue to explore the privately-funded option or other alternatives within 90 days, and make a recommendation to the City Council regarding the alternative(s).

The motion carried unanimously.

XVIII. CURRENT BUSINESS

17. Ordinance No. 2021-12: Eliminating the Balboa Village Area Benefit District *[100-2021]*

Finance Director Catlett utilized a presentation to provide the background, history of the Balboa Village Area Benefit District (District) and the Balboa Village Advisory Committee (BVAC), past and future uses of District funding, and next steps.

Council Member Dixon shared slides of existing conditions while discussing the importance of public information for businesses to operate, use of Community Development Block Grant (CDBG) funding, the importance of maintenance, the language of the resolution regarding maintenance, renaming the District and reserve to the "Beach Area District and Reserve" and expanding the area to Balboa Village, Corona del Mar, Ocean Avenue, Marine Avenue and the boardwalk on Balboa Island, a special fund for parking revenue, and the direct nexus between use of parking revenue from visitors and reinvestment in immediate areas affected by negative visitor impacts.

Council Member O'Neill shared the government's view of the economy and noted a restricted fund has been dedicated for one area only, the anchor tenant recently left the area, the area just wants better maintenance, power washing costs $260,000 per year, this is bad fiscal policy, the parking revenues do not go to the GF, funding is needed for aging infrastructure, and removing this restricted fund forces competition and does not stop enhanced maintenance.

Motion by Council Member O'Neill, seconded by Council Member Duffield, 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, introduce Ordinance No. 2021-12, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 12.44.029 (Area Benefit District Reserve) of Chapter 12.44 (Stopping, Standing and Parking Restrictions) of Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code to Eliminate the Balboa Village Area Benefit District*, and pass to second reading on June 8, 2021.

Council Member Blom suggested the photos indicate that money has not been spent in the right way, Council's job is not to prop up businesses, funding is intended to make the City better for everyone, residents use parking lots just as visitors do, government cannot help business, business supports the City, people need to desire investing in Balboa Village, and separating funds only separated the ability to spend the funds.

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Council Member Brenner related that she is conflicted about the issue, monies were being collected from a specific area, the City was not doing a good job of maintaining the area, perhaps Council should have noticed a long time ago that the funds were not being well spent to enhance the District, and beachfront communities are suffering.

Council Member Dixon agreed that Council's job is not to prop up any business but noted the City is responsible for maintaining public space, the City encourages and benefits from visitors, the projects were identified in the Balboa Village Master Plan and executed by the BVAC, the focus is getting Balboa Village, Corona del Mar, and Balboa Island back to Disneyland standards in the next three years, Council needs to identify targeted areas that need improvements, and the sole purpose is to clean up the City.

Mayor Avery concurred with all comments and indicated the City's job is providing and maintaining public infrastructure, running a business in Balboa Village is difficult for many reasons, and segregating funds is not the answer to Balboa Village's issues.

Gary Sherwin, President and CEO of Newport Beach and Company, understood that the new Fun Zone owners have pledged to preserve and enhance the Fun Zone and stated the City's culture has always been about building a cooperative public-private relationship, the City needs to do its part to keep Balboa Village clean, safe, and attractive to visitors and merchants, and the proposal to expand the area is a good one.

In response to Council Member O'Neill's questions, Mr. Sherwin reported that Newport Beach and Company is going to set aside a special marketing fund for Balboa Village, it is their job to get visitors into the City, and noted that there is a representative present to support the idea of building a better experience.

Kelly Carlson, President of the Balboa Village Merchants Association and resident, commented that her business is a success but everyone seems to agree that the level of service and appearance of Balboa Village needs to be better, Balboa Village is always going to be a commercial district, and without a solution the problem will continue.

Jim Mosher concurred with Council Member O'Neill's premise, noted other parking benefit districts were repealed when this District was created, suggested Balboa Village is not the oldest part of Newport Beach, and the City does not own the boardwalk in front of the Fun Zone.

In response to Council Member Brenner's questions, Council Member O'Neill indicated a strategic plan for maintenance is needed, the end result is based on Council budget decisions for the GF, a broad policy discussion of GF money is not before Council, and every budget decision determines Council's priority.

Council Member Dixon stated she was not aware of any part of the City that was not being addressed, maintenance is the City's responsibility, the BVAC was diligent in fulfilling prior Councils' mandate to implement a master plan for Balboa Village, reserve funds are part of the budget, Council has to bring the area forward as a targeted area for a limited time to invest funds that enhance the City, and Council does not recognize that exceptional maintenance is required.

Mike Robb indicated great progress has been made in Balboa Village over the last six years with this funding, the concern today is that neglect will return, the area will not get the attention it needs if the funds return to the GF, the City needs to take care of its property, and BVAC members were promised quarterly meetings to discuss maintenance issues, but the meetings have not occurred. He proposed finding a better way to report progress.

With Council Members Brenner and Dixon voting "no," the motion carried 5-2.

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14. Coronavirus (COVID-19) Update *[100-2021]*

City Manager Leung reported that Orange County continues to be in the yellow tier, and the June 15th deadline is approaching.

SS2. Review of the Proposed Fiscal Year 2021-22 Capital Improvement Program Budget *[100-2021]*

The following Capital Improvement Program (CIP) project conflicts were announced:

- ***Mayor Pro Tem Muldoon recused himself from Fire Station No. 2 Replacement (Lido), Alleys Reconstruction – Undergrounding, Streetlight Rehabilitation Program, Marine Avenue Reconstruction – Undergrounding, Culver Drive / Bonita Canyon Drive Traffic Signal Synchronization, MacArthur Boulevard RTSSP, Traffic Signal Rehabilitation Program, Advanced Metering Infrastructure, SCE Rule 20A Credit Purchase, and Undergrounding Districts AD 111, 113, 116, 116B, and 117 due to business interest conflicts; and Eastbluff Drive Pavement Rehabilitation due to real property interest conflicts and left the dais.***

- ***Council Member Blom recused himself from Balboa Island Drainage Master Plan / Pump Stations, Landscape Enhancement Program, Marine Avenue Reconstruction, Balboa Island / Corona del Mar Microtransit Feasibility Study, and Undergrounding District AD111 due to real property interest conflicts.***

- ***Council Member Brenner recused herself from Grant Howald Park Rehabilitation due to real property interest conflicts.***

- ***Council Member Dixon recused herself from Landscape Enhancement Program related to Lido Isle due to general financial interest conflicts.***

- ***City Clerk Brown recused herself from Balboa Peninsula Crosswalks Improvement and Oceanfront Boardwalk and Parking Lot Improvements due to real property interest conflicts.***

Deputy Public Works Director Houlihan utilized a presentation to discuss the purpose of the CIP, provided a recap of the 2020-2021 CIP projects, listed completed projects, projects in progress or in construction, and major projects in design, discussed the proposed 2021-2022 CIP budget, reviewed City Council priorities, highlighted projects by CIP budget section, and reviewed the CIP budget summary and funding sources. Public Works Director Webb added that the CIP budget includes planning for the next five years, and both are available online.

Council Member O'Neill preferred to set aside Federal funding for the library lecture hall and Junior Lifeguard building if guidelines allow use of the funds for those purposes.

Council Member Dixon noted $10 million from the GF supports CIP projects and commended staff for seeking additional funding sources.

Jim Mosher indicated the source of funds for many projects is contributions, but contributions are marked as grants rather than private donations. He suggested that the budget distinguish private donations from grants.

In response to Hoiyin Ip's question, Deputy Public Works Director Houlihan clarified that the City received a grant of $500,000 for the water wheel project, which was added to the total.

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XVIII. MOTION FOR RECONSIDERATION

Prior to discussing anything related to the Newport Beach Restaurant Association Business Improvement District, Council Member Blom recused himself due to business interest conflicts.

Council Member Dixon stated she would like to change her May 11, 2021 Consent Calendar vote relative to bringing back a Resolution of Intention to disestablish the Newport Beach Restaurant Association Business Improvement District and fixing the time of a public hearing because the discussion was difficult to hear via Zoom.

Council Member Brenner noted the meeting was extremely confusing, and she did not recognize at the time that she was voting to disestablish the BID. She requested the item return to Council.

City Attorney Harp advised that staff will present a resolution to set a public hearing to disestablish the BID at a future meeting, Council Members can discuss the topic during the public hearing, and a motion to reconsider is not needed at this time.

Council Member O'Neill indicated the minutes reflect that four Council Members voted "no" on that item and noted that neither Council Member Dixon nor Council Member Brenner were part of the "no" votes.

City Attorney Harp noted there was not a vote on the appropriateness of bringing the item back, and the minutes adequately reflected Council Member Brenner's and Council Member Dixon's vote with the minority. He added the minutes indicate everyone voted to bring back a resolution for disestablishment, noting that Council Members voted 4-2 on the main motion, but everyone voted to bring disestablishment back as a next step.

Motion by Council Member O'Neill, seconded by Council Member Brenner, to change Council Member Dixon's and Council Member Brenner's May 11, 2021 Consent Calendar votes to "no" votes relative to bringing back a Resolution of Intention to disestablish the Newport Beach Restaurant Association Business Improvement District and fix the time of a public hearing.

With Council Member Blom recusing himself, the motion carried 6-0.

XIX. ADJOURNMENT – 11:14 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 on May 20, 2021, at 4:00 p.m.

DRAFT

Brad Avery
Mayor

Leilani I. Brown
City Clerk

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 3

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Scott Catlett, Finance Director/Treasurer - 949-644-3123, scatlett@newportbeachca.gov
PREPARED BY:	Evelyn Tseng, Revenue Manager, etseng@newportbeachca.gov
PHONE:	949-644-3153
TITLE:	Ordinance No. 2021-13: Amending Exhibit A of Section 3.36.030 of the Newport Beach Municipal Code Relating to Cost Recovery to Update Library Photocopying Fees

ABSTRACT:

On April 19, 2021, the Board of Library Trustees approved requesting that the City Council maintain the per black and white copy cost for Newport Beach Public Library (Library) patrons at $0.15. Staff recommends amending the Newport Beach Municipal Code (NBMC) Exhibit A of Section 3.36.030 to subsidize the cost of black and white copies at the Library, so that the per copy cost remains at $0.15.

RECOMMENDATION:

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. 2021-13, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Exhibit A to Newport Beach Municipal Code Section 3.36.030 Related to Cost Recovery*, and pass to second reading on June 22, 2021.

DISCUSSION

The Library offers copiers for public use, and currently charges $0.15 per black and white copy. Earlier this year, a fee study, using the depreciation expense and maintenance cost of the copiers, as well as the cost of paper, calculated the cost of black and white copies to be $0.39 per copy. The City Council approved this fee with the rest of the fee schedule update on March 9, 2021, to take effect on July 1, 2021. Libraries often provide low cost or free self-service copying as a service to the community. Most libraries, including neighboring libraries, continue to charge $0.15 for black and white copies as outlined in the following table.

LIBRARY	B&W	COLOR
Berkeley Public Library	$0.15	$1.50
Burlingame Public Library	$0.15	$0.45
City of Commerce Public Library	$0.15	$0.35
Carmel - Harrison Library	$0.15	$0.35
Marin County Public Library	$0.15	$1.00
NBPL	**$0.15**	**$0.75**
San Francisco Public Library	$0.10	$0.40
Santa Clara County Library	$0.15	$0.20
Anaheim Public Library	$0.15	$0.50
Cerritos Public Library	$0.15	$0.45
Huntington Beach Public Library	$0.15	$0.50
Orange County Public Library	$0.15	N/A
Orange City Public Library	$0.15	$0.35
Pasadena Public Library	$0.15	$0.50
Placentia Public Library	$0.15	$0.50
Santa Barbara Public Library	$0.15	$0.25
Santa Monica Public Library	$0.15	$0.50
South Pasadena Public Library	$0.15	$0.15

On April 19, 2021, the Board of Library Trustees unanimously approved staff's request to bring this item to the City Council. If the City Council approves, Exhibit A of NBMC Section 3.36.030 will be amended to include the subsidy of black and white copies at the Library copiers and charge $0.15.

The fee study also calculated the cost of color copies at $0.45 per copy. The current cost is $0.75 per copy. The new, lower cost of $0.45 per color copy will take effect on July 1, 2021, and is recommended to remain as originally proposed.

FISCAL IMPACT:

Approximately 23,000 black and white copies are made at the Library and its branches each (non-pandemic) year. The General Fund would subsidize the black and white copy service at approximately $5,520 per year. Because the current copy fee is set at $0.15 per page for the Library's copiers, no impact to the City of Newport Beach's historical level of copier revenue will result from the proposed subsidy. The previously approved reduction in the cost of color copies at the Library will result in slightly lower copier revenues, but because the volume of color copies is small, the revenue impact is minor.

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. 2021-13

ATTACHMENT A

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING EXHIBIT A TO NEWPORT BEACH MUNICIPAL CODE SECTION 3.36.030 RELATED TO COST RECOVERY

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

WHEREAS, the City funds certain municipal services, which are typically performed without request by the user, benefit the public generally and are traditionally funded by tax revenue;

WHEREAS, the City performs other services which are funded in whole, or in part, by a person requesting the service;

WHEREAS, Subsection 3.36.030(A) of the Newport Beach Municipal Code ("NBMC") provides the cost recovery for user service fees specifically requested by a person shall be at one hundred percent (100%), unless the amount is modified by the City Council in Exhibit A to Section 3.36.030 (Cost Recovery Percentages) of the NBMC;

WHEREAS, the Finance Department conducts regular fee studies and makes recommendations to the City Council regarding adjustments that may be made to the cost recovery amounts provided in Exhibit A to Section 3.36.030 (Cost Recovery Percentages) of the NBMC, to ensure compliance with the law, consistency with current practices, and the maintenance of a high level of customer service for our residents;

WHEREAS, on March 9, 2021, the City Council adopted Resolution No. 2021-21, which approved the increase in the cost of black and white copies at the City Library's copiers from $0.15 to $0.30;

WHEREAS, on March 23, 2021, the City Council adopted Ordinance No. 2021-7, which amended Exhibit "A" to Section 3.36.030 (Cost Recovery Percentages) of the NBMC;

WHEREAS, in order to align black and white copy fees with libraries comparable to the City and provide the public with an affordable means to photocopy documents, furthering the Library's role as a community resource, City staff recommends the cost of black and white copies be returned to $0.15; and

WHEREAS, City staff recommends the City Council adopt the proposed revision as depicted in Exhibit A to Section 3.36.030 (Cost Recovery Percentages) of the NBMC.

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

Section 1: Exhibit "A" to Section 3.36.030 (Cost Recovery Percentages) of the NBMC, is hereby amended to read as follows:

Exhibit A

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

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Community Development Department	
Chapter 17.65 Appeal—Applicant Successful	0%
Chapter 17.65 Appeal to City Council – Applicant Unsuccessful	$940
Chapter 17.65 Appeal to Harbor Commission – Applicant Unsuccessful	$1,250
Building	
Appeals Board Hearing—Applicant Successful	0%
Appeals Board Hearing—Applicant Unsuccessful	$1,715
Harbor Construction	50%
Preliminary Plan Review	First Two Hours Free, Full Cost Thereafter
Planning	
Appeals to City Council	$1,715
Appeals to Planning Commission	$1,715

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Coastal Development Permit Application Appeals from Zoning Administrator to Planning Commission	0%
Reasonable Accommodation	0%
Finance Department	
Admin. Cite Hearings	0%
Parking Hearings	0%
Payment Plans (Except Parking)	$25
Short Term Lodging Permit Suspension or Revocation Hearing – Applicant Successful	0%
Short Term Lodging Permit Suspension or Revocation Hearing—Applicant Unsuccessful	50%
Zero Bill Reprint	0%
Fire Department	
Emergency Medical Services	
Advanced Life Support (ALS)—Nontransport	$400
Basic Life Support (BLS)—Nontransport	$400
ALS First Responder Fee	$400
BLS First Responder Fee	$400
Fire Prevention	
Candle Permit Program	76%
Care Facilities 7—99 Clients	36%
Care Facilities > 99 Clients	40.8%
Commercial Day Care Facilities	36%
Hotels/Motels 50—299 Rooms	36%
Hotels/Motels 300 or More Rooms	92.4%
Operational Permits—Level 1	40%
Operational Permits—Level 2	38.1%
Residential Care Facility Prelicense Inspection	96%
Special Event Permits—Single Event	88%
State Fire Clearance	82%

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Harbor Department	
Chapter 17.65 Appeal—Applicant Successful	0%
Chapter 17.65 Appeal to City Council – Applicant Unsuccessful	$940
Chapter 17.65 Appeal to Harbor Commission – Applicant Unsuccessful	$1,250
Library Services Department	
Black and White copies	$0.15
Passport Photo	$10
Use Fees—Materials	$1
Inter-Library Loan	$5
Police Department	
Bike Licenses	17%
Secondhand/Pawn Dealer Tag Check	0%
Registrant—Narcotics	0%
Animal Shelter	
Adoption Fee—Dogs	$150
Adoption Fee—Puppies	$225
Adoption Fee—Cats	$90
Adoption Fee—Kittens	$110
Adoption Fee—Small Animals	$45
Boarding Fee (per day)—Animals	$25
Boarding Fee (per day)—Small Animals	$10
Owner Turn-In Fee	$100
Impound Fee—Dogs, Cats, Small Animals	$55
Public Works Department	
Chapter 17.65 Appeal—Applicant Successful	0%
Chapter 17.65 Appeal to City Council – Applicant Unsuccessful	$940
Chapter 17.65 Appeal to Harbor Commission – Applicant Unsuccessful	$1,250
RGP Dredging Permit	42%
Recreation and Senior Services	

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Department	
Adult Sports	50%—95%
Administrative Processing Fee	$5
Badge Replacement	$5
After School/Camp Programs	
Camps	20%—50%
After-School/Teen Program	20%—50%
Pre-School Program	20%—50%
Aquatics	20%—50%
Contract Classes	50%—95%
Class Refunds	
$74 or less	$10
$75 or more	$20
Youth Sports	20%—50%
Special Events—Levels 1, 2, and 3	
Resident, Level 1 and Late Fees for Level 1	0%—20%
Resident, Levels 2—3 and Late Fees for Levels 2—3	20%—50%
Nonresident, Levels 1—2 and Late Fees for Level 1	20%—50%
Nonresident, Level 3 and Late Fees for Levels 2—3	50%—95%
Appeal to City Council	50%—95%
Natural Resources Programs	0%—20%
Senior Services	
Oasis Transportation	$1—$3 each way
Contract Classes	20%—50%
Fitness Center	50%—95%
Utilities Department	
Construction Water Meter Establishment	50%
Fats, Oils, and Grease (FOG) Annual Permit	0%
City Council, Board, Commission, Committee or Any Individual Member	

Service	Percentage of Cost or Amount to Be Recovered from Direct Fees
Thereof When Acting within the Scope of Their Official Duties	
Review from a Lower Body or Official	$0

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

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

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

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

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

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 8th day of June, 2021 and adopted on the 22nd day of June, 2021, by the following vote, to-wit:

AYES: _____

_____

NAYS: _____

_____

ABSENT: _____

_____

_____
BRAD AVERY, MAYOR

ATTEST:

_____
LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
AARON C. HARP, CITY ATTORNEY

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 4

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Scott Catlett, Finance Director/Treasurer - 949-644-3123, scatlett@newportbeachca.gov
PREPARED BY:	Scott Catlett, Finance Director/Treasurer, scatlett@newportbeachca.gov
PHONE:	949-644-3123
TITLE:	Ordinance No. 2021-12 and Resolution No. 2021-47: Eliminating the Balboa Village Area Benefit District and Directing All Unprogrammed Funds Returned to the General Fund

ABSTRACT:

On April 27, 2021, Councilmember Will O'Neill requested, and the City Council approved, direction to staff to prepare an ordinance eliminating the Balboa Village Area Benefit District (District) from the Area Benefit District Reserve, which is codified in Section 12.44.029 of the Newport Beach Municipal Code (NBMC). Councilmember O'Neill also requested that Resolution No. 2014-101 be repealed, which provides that 100 percent of non-Tidelands funds generated from parking meters and lots within the District should be placed in the Balboa Village Area Benefit District Fund. Pursuant to that direction, approved by City Council on May 25, 20201, staff prepared the attached Ordinance and Resolution to eliminate the District.

RECOMMENDATION:

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) Conduct second reading and adopt Ordinance No. 2021-12, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 12.44.029 (Area Benefit District Reserve) of Chapter 12.44 (Stopping, Standing and Parking Restrictions) of Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code to Eliminate the Balboa Village Area Benefit District*; and

c) Adopt Resolution No. 2021-47, *A Resolution of the City Council of the City of Newport Beach, California, Repealing City Council Resolution No. 2014-101 to Eliminate the Balboa Village Area Benefit District Fund and Direct All Unprogrammed Funds to be Returned to the General Fund*.

DISCUSSION:

With implementation of the Balboa Village Master Plan now complete, the Balboa Village Advisory Committee (BVAC) sunset as of December 31, 2020, pursuant to Resolution No. 2018-80. Resolution No. 2018-80 had extended until that date the time period during which the BVAC recommended to the City Council expenditures of District funds. The District was originally created in 2014, along with a special fund in the City Treasury into which subsequently received non-Tidelands parking revenues from all meters and lots within the District have been deposited. These funds currently total approximately $396,000 per year. The funding has been used for enhancements to the public right-of-way, signage, improved parking management, and other improvements consistent with the Resolution creating the District.

On May 25, 2021, the City Council introduced and passed to second reading Ordinance No. 2021-12 (Attachment A), which amends Section 12.44.029 of the NBMC to eliminate the District. There are currently no other Area Benefit Districts authorized in the City; however, Section 12.44.029 leaves open the possibility of forming one in the future should this or a future City Council choose to do so. Resolution No. 2021-47 (Attachment B) repeals Resolution No. 2014-101, which diverted the non-Tidelands parking revenues within the District from the General Fund to the District. Repealing the Resolution will redirect those funds back to the General Fund on a go-forward basis. The Resolution also directs that unprogrammed District funds on hand be returned to the General Fund.

As discussed on May 25, 2021, two capital projects have additional District funding recommended for appropriation as part of the Fiscal Year 2021-22 capital improvement program. These include:

- Balboa Blvd. Median Improvements $982,912 ($850,000 new)
- Balboa Peninsula Summer Trolley $327,866 ($150,000 new)

Staff's recommendation is that these projects remain in place and funded from District funds given that they are already included in the capital improvement program. Once each project is completed, any unused funding would be returned to the General Fund.

FISCAL IMPACT:

Staff estimate that approximately $150,000 remains unprogrammed in the Balboa Village Area Benefit District Fund that will be returned to the General Fund as a result of the requested action. On an ongoing basis beginning in FY 2021-22, approximately $396,000 of additional ongoing parking revenue per year will now be deposited to the General Fund. These funds have now been included in the FY 2021-22 General Fund revenue budget, in anticipation of this item being approved, given the approval of the first reading of the attached ordinance at the May 25, 2021, City Council meeting. A portion of these funds, totaling $112,000, has been added to the FY 2021-22 Proposed Budget Revisions to fund enhanced porter service, additional trash cans, and more frequent trash can service in beach areas, including Balboa Village.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENTS:

Attachment A – Ordinance No. 2021-12
Attachment B – Resolution No. 2021-47

ATTACHMENT A

Attachment A – Ordinance No. 2021-12

ORDINANCE NO. 2021-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 12.44.029 (AREA BENEFIT DISTRICT RESERVE) OF CHAPTER 12.44 (STOPPING, STANDING AND PARKING RESTRICTIONS) OF TITLE 12 (VEHICLES AND TRAFFIC) OF THE NEWPORT BEACH MUNICIPAL CODE TO ELIMINATE THE BALBOA VILLAGE AREA BENEFIT DISTRICT

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

WHEREAS, on November 25, 2014, the City Council introduced Ordinance No. 2014-21 to create the Area Benefit District Reserve and the Balboa Village Area Benefit District as set forth in Section 12.44.029 (Area Benefit District Reserve) of the Newport Beach Municipal Code ("NBMC");

WHEREAS, Section 12.44.029 of the NBMC authorizes the City Council to direct revenue into the Area Benefit District Reserve by resolution;

WHEREAS, by adoption of this ordinance on June 8, 2021, the City Council desires to eliminate the Balboa Village Area Benefit District and, contemporaneously with this action, the City Council is adopting Resolution No. 2021-___ to eliminate the Balboa Village Area Benefit District Fund and return all unprogrammed funds to the General Fund; and

WHEREAS, the elimination of the Balboa Village Area Benefit District from Section 12.44.029 will not prevent the City Council from establishing future area benefit districts by ordinance, or directing revenue into other area benefit districts.

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

Section 1: Chapter 12.44.029 (Area Benefit District Reserve) of the NBMC is hereby amended to read as follows:

12.44.029 Area Benefit District Reserve.

A. Creation.

1. The City Council hereby creates a special capital improvement fund, to be known as the Area Benefit District Reserve.

2. The City Council may, by ordinance, establish Area Benefit Districts and may, by resolution, direct revenue into the Area Benefit District Reserve.

3. The Area Benefit District Reserve shall be used for the purposes of enhancing or supplementing services to the Area Benefit District(s) identified or the general vicinity provided there is a benefit to the Area Benefit District(s). Enhancements or supplemental services may be in the form of streetscape improvements on public or private property; other beautification projects, including, but not limited to, commercial facade improvements; transit, pedestrian, and bicycle infrastructure or wayfinding signage; the acquisition, leasing or construction of additional parking; extraordinary maintenance programs for public areas; creation or implementation of transportation mobility or parking management strategies, including, but not limited to, shared parking. Expenditures from the Area Benefit District Reserve may include all expenditures necessary or convenient to accomplish the purposes for which the funds are to be used.

B. The following Area Benefit District is hereby established pursuant to the provisions of this chapter:

[INTENTIONALLY LEFT BLANK]

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

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

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

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

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall become 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 25th day of May, 2021, and adopted on the 8th day of June, 2021, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
BRAD AVERY, MAYOR

ATTEST:

_____
LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
AARON C. HARP, CITY ATTORNEY

ATTACHMENT B

Attachment B – Resolution No. 2021-47

RESOLUTION NO. 2021-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, REPEALING CITY COUNCIL RESOLUTION NO. 2014-101 TO ELIMINATE THE BALBOA VILLAGE AREA BENEFIT DISTRICT FUND AND DIRECT ALL UNPROGRAMMED FUNDS TO BE RETURNED TO THE GENERAL FUND

WHEREAS, Section 12.44.029 (Area Benefit District Reserve) of the Newport Beach Municipal Code ("NBMC") provides that the City Council may direct revenue into the Area Benefit District Reserve by resolution;

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-101 directing one hundred percent (100%) of all on-street parking fees and revenue generated by the City within the Balboa Village Area Benefit District be deposited into the Area Benefit District Reserve to be used in a manner consistent with Section 12.44.029 of the NBMC; and

WHEREAS, on June 8, 2021, the City Council adopted Ordinance No. 2021-12 eliminating the Balboa Village Area Benefit District and, by adoption of this Resolution No. 2021-47, eliminates the Balboa Village Area Benefit District Fund and directs all unprogrammed funds to be returned to the General Fund.

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

Section 1: The City Council does hereby repeal Resolution No. 2014-101 and directs the City Manager or her designee to close the Balboa Village Area Benefit District Fund and return all unprogrammed funds to the General Fund.

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 be effective thirty (30) calendar days after the adoption of Ordinance No. 2021-12, and the City Clerk shall certify the vote adopting this resolution.

ADOPTED this 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 5

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Theresa Schweitzer, Public Works Finance/Administrative Manager tschweitzer@newportbeachca.gov
PHONE:	949-644-3335
TITLE:	Resolution No. 2021-48: Annual Measure M2 Eligibility Submittal

ABSTRACT:

The City of Newport Beach (City) must annually submit certain required documents in order to maintain eligibility to receive Measure M2 Fair Share and Competitive funding from the Orange County Transportation Authority (OCTA). This year, OCTA is requiring approval of an updated Measure M2 Seven-Year Capital Improvement Program (CIP) and a Resolution regarding the status and update of the Circulation Element/Master Plan of Arterial Highways (MPAH) Consistency, Mitigation Fee Program (MFP), and Pavement Management Plan (PMP).

RECOMMENDATION:

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 the Measure M2 Seven-Year Capital Improvement Program (CIP);

c) Adopt Resolution No. 2021-48, *A Resolution of the City Council of the City of Newport Beach, California, Concerning the Status and Update of the Circulation Element, Mitigation Fee Program, and Pavement Management Plan for the Measure M2 Program*; and

d) Direct staff to submit all necessary material to OCTA to satisfy the FY 2021-22 Measure M2 annual eligibility requirements.

DISCUSSION:

On November 7, 2006, Orange County voters approved Ordinance No. 3, the Renewed Measure M (M2) multi-billion-dollar program extension of the original Measure M. M2 authorized the imposition of a one-half cent retail transaction and use tax for a period of 30 years starting in 2011.

Current M2 legislation provides local agencies with 18% of the sales tax revenue collected under a program called "Fair Share." The distribution to each local agency is based on a formula using population, miles of existing arterial highways located within each jurisdiction, and taxable sales. A forecast of Local Fair Share Funds was released by OCTA in April of 2021 and the City's apportionment is approximately $1.87 million in FY 2021-22 for local street projects under the Fair Share Program.

To maintain eligibility for Measure M2 funds, the City must satisfy the following requirements by June 30, 2021:

1. Adopt a Measure M2 Seven-Year CIP that includes all projects to be funded partially or fully by Measure M2 dollars (Attachment A);

2. Adopt a Resolution concerning the status and update of the Circulation Element/MPAH Consistency, MFP, and PMP for the Measure M2 Program (Attachment B); and

3. Submit all other required documentation required by OCTA Fiscal Year 2021-22 Measure M2 Eligibility Guidelines.

The budgets shown on the Measure M2 Seven-Year CIP for Fiscal Years 2021-2022 to 2027-2028 are estimated based on anticipated spending and historic needs. Actual budgets for these years have not yet been established. The PMP outlines the processes in place for the planning, preventative maintenance, and repair of the City's roadways. An updated PMP report (Attachment C) is required to be submitted to OCTA on a biennial basis. This updated pavement system assessment was completed in January of 2021 and the results show that the City's overall weighted Pavement Condition Index (PCI) for the pavement network is 81, which is in the "Good" category. This report also verified that the City's overall pavement condition meets or exceeds the City Council's goal of maintaining a PCI of 80 or higher. Additionally, as a result of maintaining a network PCI of 80 or higher, the City remains eligible for a local agency match reduction of 10 percent. The MFP assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to new development. These Fair Share Fees are adjusted annually based on the Consumer Price Index (Attachment D.)

A standard item included in the City's annual eligibility documentation is a Maintenance of Effort (MOE) Certification. This required certification is meant to ensure that the local jurisdiction maintains a minimum level of local street and road expenditures and that the M2 funds are used to supplement, rather than replace, local funds. The City has complied with this and all other eligibility requirements since the inception of the Measure M2 program.

The FY 2021-22 MOE benchmark for the City of Newport Beach was established at $12,547,102. The MOE benchmark was most recently adjusted in 2020. It is adjusted every three years.

This benchmark was established prior to the COVID-19 pandemic. Given the economic impacts of the pandemic, OCTA has established an alternative method for local agencies to meet the MOE requirement.

The alternative option is to maintain an MOE level based on a fixed percentage of the FY 2018-19 general fund revenues. This fixed percentage is set at 5.46% for the City. Staff has prepared the calculations for this year's certification based on the proposed budget and the City will meet or exceed the required MOE expenditures. Thus, staff does not anticipate a need to elect for the alternative option.

Upon the City Council's approval of the recommended actions, a complete submittal of the City's eligibility packet will be transmitted to OCTA by the June 30, 2021, submission deadline.

FISCAL IMPACT:

Submittal of the eligibility documentation ensures that the City will continue to receive its Fair Share portion of the one-half cent, countywide transportation sales tax, commonly known as Measure M2, as well as allow the City to participate in receiving additional funds through the Measure M2 Competitive grant funding programs. This amounts to several million dollars in roadway-related funding each year and is a key part of our roadway maintenance program.

Estimated Measure M2 Local Fair Share Program Funding

FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	6 Year Estimate
$ 1,867,223	$ 1,924,105	$ 1,986,013	$ 2,038,321	$ 2,113,335	$ 2,173,255	$ 12,102,252

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 – Measure M2 Seven-Year Capital Improvement Program
Attachment B – Resolution No. 2021-48
Attachment C – Pavement Management Plan
Attachment D – Mitigation Fee Program – Fair Share Fee Schedule

ATTACHMENT A

Measure M Seven Year Capital Improvement Program For Fiscal Years 2021-2022 through 2027-2028
City of Newport Beach

Project Name		Year 1 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Year 6 26/27	Year 7 27/28	Estimated Cost	Fund Source	%
Various Pavement		2,200,000	1,867,223	1,924,106	1,986,013	2,038,321	2,113,335	2,173,255	14,302,253.00	M Fair Share	27%
Rehabilitation Projects		1,334,550	2,050,000	2,050,000	2,050,000	2,050,000	2,050,000	2,050,000	13,634,550.00	Gas Tax	26%
		2,000,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	11,900,000.00	SB1 - RMRA	23%
	3,476,000	2,526,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	11,526,000.00	General Fund	22%
		950,000							950,000.00	Wastewater Capital	1.8%
	Subtotal	9,010,550	7,067,223	7,124,106	7,186,013	7,238,321	7,313,335	7,373,255	52,312,803.00	Total	100%
	E	901,055	706,722	712,411	718,601	723,832	731,334	737,326			
	C/I	8,109,495	6,360,501	6,411,695	6,467,412	6,514,489	6,582,002	6,635,930			
Balboa Peninsula		320,668							320,668	M Comp	85%
Shuttle/Trolley Project		58,819							58,819	Balboa Village Pkg Mgmt District	15%
	Subtotal	379,487							379,487	Total	100%
The Balboa Peninsula		202,228							202,228	M Comp	43%
Shuttle Expansion Program		265,679							265,679	Balboa Village Pkg Mgmt District	57%
	Subtotal	467,907							467,907	Total	100%
West Coast Hwy Intersection		0							0	M Comp.	0%
Improvements and Pedestrian Bridge		0							0	FFP - Parks & Community Cntrs	0%
		0	1,000,000	12,400,000					13,400,000	General Fund	100%
	Subtotal	0	1,000,000	12,400,000					13,400,000	Total	100%
Culver Dr. / Bonita Canyon Dr.		0							0	Transportation & Circulation Fund	0%
Traffic Signal Synchronization		0									
	Subtotal	0							0	Total	0%
MacArthur Blvd Regional		0							0	General Fund	0%
Traffic Signal Synchronization		0									
	Subtotal	0							0	Total	0%
TOTAL PROJECTED BUDGET		**9,857,944**	**8,067,223**	**19,524,106**	**7,186,013**	**7,238,321**	**7,313,335**	**7,373,255**	**66,560,197**		

CAPITAL IMPROVEMENT PROJECTS AS IDENTIFIED IN THE PROPOSED 2021-2022 CIP

Description	Total	Measure M Fair Share (12201)	Measure M Comp. (1230051, 1230052, 1230053)	SB1 - RMRA (12601)	Gas Tax (12101)	General Fund (01201927)	Contributions (13501, 13801)	Facilities Financing Plan (56201)	OCTA Bicycle Corridor Improvement (1230053)	Transportation & Circulation (14001)	Balboa Village Parking Mgmt District (53501)	Neighborhood Enhancement (53601)	PCH Relinquishment (13701)	Wastewater Enterprise (71101)	Water Capital NMP (70201932)
Various Pavement Rehabilitation Projects															
Balboa Blvd Pavement Rehab (WCH to 23rd St.)	$150,000					$100,000									$50,000
East Coast Highway Pavement Rehabilitation	$400,000				$400,000										
Jamboree Road Pavement Rehabilitation and Reclaimed Water	$5,034,550	$2,200,000		$2,000,000	$534,550										$300,000
Newport Coast Dr. Pavement Rehabilitation (Design only)	$400,000				$400,000										
Old Newport Blvd/West Coast Hwy Modifications	$100,000					$100,000									
Pavement Management Plan Update	$30,000					$30,000									
Slurry Seal Program (Newport Heights)	$996,000					$996,000									
Street Pavement Repair Program	$700,000					$700,000									
Via Lido Outer Ring Roadway Rehabilitation	$1,200,000					$600,000									$600,000
Subtotal	**$9,010,550**	**$2,200,000**	**$0**	**$2,000,000**	**$1,334,550**	**$2,526,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$950,000**
Projects funded by Measure M Comp.															
Balboa Peninsula Shuttle/Trolley (17T13)	$379,487		$320,668								$58,819				
Balboa Peninsula Shuttle/Trolley Expansion (19T13)	$467,907		$202,228								$265,679				
West Coast Hwy Intersection Improvements & Pedestrian Bridge	$0														
Subtotal	**$847,394**	**$0**	**$522,896**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$324,498**	**$0**	**$0**	**$0**	**$0**
Miscellaneous Projects															
Culver Dr. / Bonita Canyon Dr. Traffic Signal Synchronization	$0														
MacArthur Blvd Regional Traffic Signal Synchronization	$0														
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Grand Total	**$9,857,944**	**$2,200,000**	**$522,896**	**$2,000,000**	**$1,334,550**	**$2,526,000**	**$0**	**$0**	**$0**	**$0**	**$324,498**	**$0**	**$0**	**$0**	**$950,000**

Orange County Transportation Authority

FY 2021/22 - FY 2027/28 Capital Improvement Program

TIP ID CP-10958 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number: 16-NBCH-CBT-3832
Additional Project IDs:
Type of Work: Transit
Type of Work Description: Transit - New Service

Project Title
Balboa Peninsula Trolley
Project Description
Shuttle program for the Balboa Peninsula area.

Limits
Balboa Peninsula

Project Notes
Other: Balboa Village Parking Management District

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2022	PROJECT V - Community Circulators	$0	$0	$0	$320,668	$320,668	$320,668
2022	Other	$0	$0	$0	$58,819	$58,819	$58,819
	Totals:	**$0**	**$0**	**$0**	**$379,487**	**$379,487**	**$379,487**

Last Revised: 21-00 - In Progress **Total Programmed:** $379,487

TIP ID CP-10959 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number: 18-NBCH-CBT-3913
Additional Project IDs:
Type of Work: Transit
Type of Work Description: Transit - New Service

Project Title
Balboa Peninsula Trolley Expansion
Project Description
Provide trolley service for an additional 5 weekends in August through to Labor Day

Limits
Balboa Peninsula

Project Notes
Other: Balboa Village Parking Management District

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2022	PROJECT V - Community Circulators	$0	$0	$0	$202,228	$202,228	$202,228
2022	Other	$0	$0	$0	$265,679	$265,679	$265,679
	Totals:	**$0**	**$0**	**$0**	**$467,907**	**$467,907**	**$467,907**

Last Revised: 21-00 - In Progress **Total Programmed:** $467,907

TIP ID CP-11339 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Coordinate signals within project limits

Project Title
Culver Dr. / Bonita Canyon Dr. Traffic Signal Synchronization
Project Description
This project enhances traffic signal coordination at 22 signals along the Culver Drive - Bonita Canyon Drive corridor.

Limits
Culver Drive - Bonita Canyon Drive Corridor

Project Notes
No new funds for FY21/22.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
	Totals:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Last Revised: 21-00 - In Progress **Total Programmed:** $0

TIP ID CP-11340 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number:

Additional Project IDs:

Type of Work: Traffic Signals

Type of Work Description: Traffic Signals - Coordinate signals within project limits

Limits

MacArthur Boulevard from Coast Highway to Birch Street

Project Notes

No new funds for FY21/22.

Project Title

MacArthur Blvd Regional Traffic Signal Synchronization

Project Description

This project enhances traffic signal coordination at 22 signals along the MacArthur Boulevard corridor.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
	Totals:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Last Revised: 21-00 - In Progress

Total Programmed: $0

TIP ID CP-10982 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number: N/A

Additional Project IDs:

Type of Work: Road Maintenance

Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title

Various Pavement Rehabilitation Projects

Project Description

Various pavement rehabilitation projects as determined by the Pavement Management Program and field reviews

Limits

Citywide

Project Notes

M Fair Share (27%) Gas Tax (26%) General Fund (23.8%) LSR: SB1 Fund (23%)

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2022	Measure M2 Local Fairshare	$220,000	$0	$1,980,000	$0	$2,200,000	$2,261,380
2022	Gas Tax	$133,455	$0	$1,201,095	$0	$1,334,550	$1,371,784
2022	General Fund	$347,600	$0	$3,128,400	$0	$3,476,000	$3,572,980
2022	Local Streets and Roads apportionments	$200,000	$0	$1,800,000	$0	$2,000,000	$2,055,800
2023	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$1,743,497
2023	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,166,163
2023	Measure M2 Local Fairshare	$186,722	$0	$1,680,501	$0	$1,867,223	$1,973,029
2023	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,584,997
2024	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$1,792,430
2024	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,629,482
2024	Measure M2 Local Fairshare	$192,411	$0	$1,731,695	$0	$1,924,106	$2,090,198
2024	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,226,959
2025	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$1,842,881
2025	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,675,346
2025	Measure M2 Local Fairshare	$198,601	$0	$1,787,412	$0	$1,986,013	$2,218,173
2025	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,289,640
2026	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,722,632
2026	Measure M2 Local Fairshare	$203,832	$0	$1,834,489	$0	$2,038,321	$2,340,851
2026	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$1,894,895
2026	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,354,264
2027	Measure M2 Local Fairshare	$211,334	$0	$1,902,002	$0	$2,113,336	$2,495,686
2027	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,420,891
2027	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,771,384
2027	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$1,948,522
2028	Gas Tax	$205,000	$0	$1,845,000	$0	$2,050,000	$2,489,583
2028	Local Streets and Roads apportionments	$165,000	$0	$1,485,000	$0	$1,650,000	$2,003,811
2028	General Fund	$150,000	$0	$1,350,000	$0	$1,500,000	$1,821,646
2028	Measure M2 Local Fairshare	$217,326	$0	$1,955,930	$0	$2,173,256	$2,639,269
	Totals:	**$5,231,281**	**$0**	**$47,081,523**	**$0**	**$52,312,803**	**$58,398,173**

Last Revised: 21-00 - In Progress

Total Programmed: $52,312,803

TIP ID CP-10962 **IMPLEMENTING AGENCY** Newport Beach, City of

Local Project Number: 20-NBCH-ICE-3966

Additional Project IDs:

Type of Work: Bridge

Type of Work Description: Bridge - Construction of new bridge crossing

Limits

Bridge will span Superior Ave at the intersection of Pacific Coast Hwy and Balboa Blvd

Project Notes

No new funds for FY21/22. FY 22/23 & 23/24 Fund Types TBD in future year.

Project Title

West Coast Highway Intersection Improvements and Pedestrian Bridge

Project Description

Construction of a 240 feet long bicycle and pedestrian bridge over heavily trafficked, 8 lane Superior Avenue. Includes new landings on the south-east and north-east corners of the intersections, as well as site improvements.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$1,000,000	$0	$0	$1,000,000	$1,062,961
2024	General Fund	$0	$0	$12,400,000	$0	$12,400,000	$13,589,319
	Totals:	**$0**	**$1,000,000**	**$12,400,000**	**$0**	**$13,400,000**	**$14,652,280**

Last Revised: 21-00 - In Progress

Total Programmed: $13,400,000

ATTACHMENT B

RESOLUTION NO. 2021- 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, MITIGATION FEE PROGRAM, AND PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 PROGRAM

WHEREAS, the City of Newport Beach ("City") desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways ("MPAH") administered by the Orange County Transportation Authority ("OCTA");

WHEREAS, the City has endorsed a definition of and process for determining consistency of the City's Traffic Circulation Plan ("Circulation Element") with the MPAH;

WHEREAS, the City's Circulation Element, which is incorporated into the City's General Plan, does not preclude implementation of the MPAH within its jurisdiction;

WHEREAS, the City is required to adopt a resolution biennially informing OCTA that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2019-20 and FY 2020-21;

WHEREAS, the City is required to send biennially to OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs, which are a collection of competitive grant programs comprised primarily of Measure M2 funds (an Orange County transportation sales tax) offered to local agencies to assist in funding street improvements, transit expansion, and even environmental mitigation projects;

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development;

WHEREAS, the City is required to meet eligibility requirements and submit eligibility verification packages to OCTA in order to remain eligible to receive M2 funds;

WHEREAS, the City is required to adopt and update a Pavement Management Plan ("PMP"), using the required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and

WHEREAS, the City is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

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

Section 1: The City Council does hereby inform OCTA that:

a) The arterial highway portion of the City's Circulation Element is in conformance with the MPAH;

b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2019-20 and FY 2020-21.

c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the Circulation Element remain consistent;

d) The City reaffirms that City Council concurs with the existing Mitigation Fee Program;

e) The PMP is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines;

f) The City hereby adopts a PMP and has provided an updated PMP report, using the required format, to OCTA; and

g) The City's Public Works Director, City Engineer or designee is authorized to sign the PMP certification form.

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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

ATTACHMENT C

City of Newport Beach

Pavement Management Plan

Prepared by NCE

Date: May 2021

City of Newport Beach

Pavement Management Plan

Prepared by: NCE
Submitted to OCTA:6-30-2021

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I. Pavement Management Plan Certification

The City of Newport Beach certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by City of Newport Beach* using PAVER, a pavement management system, conforming to American Society of Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and local routes reviewed and updated biennially. The last update of the inventory was completed on January, 2021 for Arterial (MPAH) streets and January, 2021 for local streets.
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed on March, 2021.
- Percentage of all sections of pavement needing:
  - Preventative Maintenance: 0.5%
  - Rehabilitation: 11.0%
  - Reconstruction: 1.0%
- Budget needs for Preventative Maintenance, Rehabilitation, and/or Reconstruction of deficient sections of pavement for:
  - Current biennial period $29.3 million
  - Following biennial period $4.1 million
- Funds budgeted or available for Preventative Maintenance, Rehabilitation, and/or Reconstruction:
  - Current biennial period $13.4 million
  - Following biennial period $13.4 million
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs.
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with Micro Paver or StreetSaver compatible files) has been, or will be, submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Jim Houlihan, P.E.
Name (Print)

Signed

Deputy Public Works Director/City Engineer
Title

City of Newport Beach
Jurisdiction

5/14/2021
Date

II. Executive Summary

NCE was selected by the City of Newport Beach to perform an update of the City's Pavement Management Program (PMP). The goal of this project is to update the PMP with current pavement conditions and to perform funding analyses to help inform and educate policy makers as well as to comply with the Orange County Transportation Authority's (OCTA) Measure M2 Program.

The 2021 PMP update includes an assessment of the entire MPAH pavement network via walking inspection method; local pavement network within Council Districts 1, 2, and 3 was also inspected via windshield inspection method. The assessment was completed in January of 2021 and result shows that the City's overall weighted PCI for the pavement network is 81, which is in the "Good" category. As a result, the City remains eligible for local agency match reduction of 10% per OCTA's requirement.

After the database was updated with maintenance activities that had occurred since 2019, pavement treatment policies were reviewed, and unit costs were updated. Three budget scenarios were run and the result shows the City's current annual funding level of $6.7 million will meet OCTA's requirement of providing funding levels that would maintain existing average network PCI.

III. Background (Optional)

The City of Newport Beach owns and maintains approximately 205.5 centerline miles of pavements, which includes 48.5 miles of the Master Plan of Arterial Highways (MPAH) streets and 157.0 miles of local streets, representing a total replacement cost of $447.0 million.

The 2021 PMP update includes an assessment of the entire MPAH pavement network via walking inspection method and local pavement network within Council Districts 1, 2, and 3 was inspected via windshield inspection method. The assessment was completed in January of 2021. The database was also updated with maintenance activities that have occurred since the last update. In addition, pavement treatment policies were reviewed and unit costs were updated.

IV. Current Pavement Conditions (PCI)

Current Network PCI	Current MPAH PCI	Current Local PCI
81	80	82

V. Projected Pavement Conditions (PCI)

Should be by projected PCI by year under existing or expected funding levels for next seven fiscal years ("Today" is before June 30).

Fiscal Year	Current Funding ($ million)	Entire Network PCI	MPAH	Local
Today	$6.7 million	81	80	82
2021-22	$6.7 million	82	83	81
2022-23	$6.7 million	82	84	81
2023-24	$6.7 million	82	85	80
2024-25	$6.7 million	82	85	80
2025-26	$6.7 million	82	84	81
2026-27	$6.7 million	83	83	82
2027-28	$6.7 million	83	82	83

VI. Alternative Funding Levels

As discussed in the executive summary, the result shows that the City's current annual funding level of $6.7 million will meet OCTA's requirement of providing funding levels that would maintain existing average network PCI.

Maintain Existing Average Network PCI

Fiscal Year	Funding Needed ($ million)	Entire Network PCI	MPAH	Local
Today	$6.7 million	81	80	82
2021-22	$6.7 million	82	83	81
2022-23	$6.7 million	82	84	81
2023-24	$6.7 million	82	85	80
2024-25	$6.7 million	82	85	80
2025-26	$6.7 million	82	84	81
2026-27	$6.7 million	83	83	82
2027-28	$6.7 million	83	82	83

Improve Average Network PCI

Fiscal Year	Funding Needed ($ million)	Entire Network PCI	MPAH	Local
Today	$6.7 million	81	80	82
2021-22	$6.7 million	82	83	81
2022-23	$6.7 million	82	84	81
2023-24	$6.7 million	82	85	80
2024-25	$6.7 million	82	85	80
2025-26	$6.7 million	82	84	81
2026-27	$6.7 million	83	83	82
2027-28	$6.7 million	83	82	83

VII. Current and Projected Backlog by Year of Pavement Maintenance Needs

Fiscal Year	Current Funding Backlog ($ million)	Maintain PCI Backlog ($ million)	Increase PCI Backlog ($ million)
Today	25.7	25.7	25.7
2021-22	19.1	20.1	19.5
2022-23	18.3	20.6	19.2
2023-24	16.5	20.2	18.0
2024-25	13.4	18.5	15.4
2025-26	10.2	17	12.8
2026-27	7.6	15.6	10.7
2027-28	4.8	14.7	8.7

VIII. Centerline Mileage

Entire Pavement Network	MPAH	Local Roads
205.5	48.5	157.0

IX. Percentage of Network in Each of Five Condition Categories Based on Centerline Miles

Condition Category	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (sf)	Percent Centerline Mileage of Network	Centerline Mileage of Network
Very Good	**86-100**	*MPAH*	16.1%	7,491,486	46.8%	19.8
		Local	29.8%	13,782,506		76.3
Good	**75-85**	*MPAH*	6.5%	3,042,941	23.7%	8.5
		Local	16.0%	7,437,737		40.3
Fair	**60-74**	*MPAH*	11.2%	5,227,505	20.1%	12.4
		Local	10.7%	4,990,236		28.8
Poor	**41-59**	*MPAH*	5.0%	2,317,642	8.5%	7.2
		Local	3.8%	1,767,454		10.3
Very Poor	**0-40**	*MPAH*	0.4%	177,030	0.9%	0.6
		Local	0.5%	244,751		1.3

X. Reduction in M2 Local Match

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local street categories;

or

b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

If applicable, please use the space below to justify the local agency's eligibility for a reduction in M2 Local Match based on the statement above.

The City of Newport Beach has met the criteria above by having an average weighted PCI of 81. This means the City continues to remain eligible for M2 funding.

XI. Appendix A – Seven-Year Road Maintenance and Rehabilitation Plan Based on Current *or* Expected Funding Level

The seven-year plan for road maintenance and rehabilitation should be based on current and projected budget. Street sections selected for treatment should be identified here. Specific data to be submitted should follow the format below:

MPAH								
	Limits of Work							
Street Name	**From**	**To**	**Length of Segment**	**Width of Segment**	**Pavement Area**	**Type of Treatment**	**Cost of Treatment**	**Year of Treatment**

LOCAL								
	Limits of Work							
Street Name	**From**	**To**	**Length of Segment**	**Width of Segment**	**Pavement Area**	**Type of Treatment**	**Cost of Treatment**	**Year of Treatment**

Please attach the seven-year road maintenance and rehabilitation plan, following the above template, after this sheet. The plan should be labeled Appendix A.

Appendix A
Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Funding
MPAH

MPAH								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Balboa Blvd W EB	McFadden Pl	16th St	1,880	39	73,320	Grind and Overlay	$ 541,361	2019
Balboa Blvd W WB	12th St	14th St	880	24	21,120	Grind and Overlay	$ 71,813	2019
Campus Dr EB	Teller Ave	Jamboree Rd	700	33	26,600	Grind and Overlay	$ 102,682	2019
Coast Highway E NB	Morning Canyon Rd	Poppy Ave	1,615	28	48,220	Grind and Overlay	$ 273,748	2019
Coast Highway E NB	Poppy Ave	Marguerite Ave	1,480	28	46,940	Grind and Overlay	$ 311,174	2019
Coast Highway E NB	Marguerite Ave	Goldenrod Ave	1,790	28	54,370	Grind and Overlay	$ 282,654	2019
Coast Highway E SB	MacArthur Blvd	Goldenrod Ave	1,089	28	35,442	Grind and Overlay	$ 120,512	2019
Coast Highway E SB	Morning Canyon Rd	Cameo Highlands Dr	1,300	30	41,750	Grind and Overlay	$ 141,960	2019
Jamboree Rd NB	Back Bay Dr	Island Lagoon Dr/Hyatt Newporter	675	61	42,175	Grind and Overlay	$ 143,406	2019
Jamboree Rd NB	Santa Barbara Dr	San Joaquin Hills Rd	945	47	46,415	Grind and Overlay	$ 157,823	2019
Jamboree Rd SB	San Joaquin Hills Rd	Santa Barbara Dr	920	46	51,920	Grind and Overlay	$ 176,541	2019
Jamboree Rd SB	Back Bay Dr	Coast Highway East	1,030	45	53,350	Grind and Overlay	$ 181,403	2019
MacArthur Blvd SB	Campus Dr	Birch St	860	61	81,960	Grind and Overlay	$ 278,685	2019
MacArthur Blvd SB	Newport Place Dr	Jamboree Rd	1,844	61	104,984	Grind and Overlay	$ 356,972	2019
Newport Blvd SB	30th St	28th St	648	41	26,568	Grind and Overlay	$ 90,338	2019
Newport Blvd SB	23rd St	21st St/Balboa Blvd West	631	32	20,192	Grind and Overlay	$ 132,464	2019
San Miguel Dr NB	Spyglass Hill Rd/Eastgate Dr	Ford Rd	2,286	29	70,294	Grind and Overlay	$ 409,734	2019
San Miguel Dr SB	Ford Rd	Spyglass Hill Rd/Eastgate Dr	2,230	29	67,170	Grind and Overlay	$ 228,395	2019
San Miguel Dr SB	Spyglass Hill Rd/Eastgate Dr	Yacht Coquette (North Side)	1,494	29	43,326	Grind and Overlay	$ 252,541	2019
San Miguel Dr SB	Yacht Coquette (North Side)	Port Sutton Dr/Yacht Coquette (S)	1,110	29	33,940	Grind and Overlay	$ 115,405	2019
Balboa Blvd NB	36th St	110' N of 39th St	800	34	28,200	Grind and Overlay	$ 98,764	2020
Balboa Blvd W EB	14th St	12th St	880	24	21,120	Grind and Overlay	$ 73,968	2020
Bayside Dr	Jamboree Rd	Coast Highway East	4,130	60	247,800	Grind and Overlay	$ 867,860	2020
Bison Ave EB	Jamboree Rd	MacArthur Blvd	2,310	34	93,040	Grind and Overlay	$ 325,850	2020
Bonita Canyon Dr WB	Chambord	Bridge	400	33	13,200	Grind and Overlay	$ 46,230	2020
Coast Highway E NB	Cameo Highlands Dr	Morning Canyon Rd	1,300	28	38,900	Grind and Overlay	$ 346,689	2020
Coast Highway E NB	Goldenrod Ave	MacArthur Blvd	1,089	28	35,057	Grind and Overlay	$ 312,439	2020
Eastbluff Dr SB	Vista Del Sol	Jamboree Rd	3,975	30	119,250	Grind and Overlay	$ 417,644	2020
Jamboree Rd	Bayside Dr	Coast Highway East	800	60	48,000	Grind and Overlay	$ 168,108	2020
Jamboree Rd SB	Island Lagoon Dr/Hyatt Newporter	Back Bay Dr	635	46	31,460	Reconstruction	$ 318,834	2020
Marguerite Ave	Fifth Ave	Coast Hwy East	1,082	36	64,920	Reconstruction	$ 689,997	2020
University Dr WB	Bonita Creek Bridge	La Vida/Baypointe Dr	675	42	29,600	Reconstruction	$ 347,567	2020
Bristol St North	Spruce St	Birch St	1,486	46	72,856	Grind and Overlay	$ 262,815	2021
Jamboree Rd SB	Ford Rd/Eastbluff Dr	San Joaquin Hills Rd	2,625	46	128,450	Grind and Overlay	$ 463,361	2021
MacArthur Blvd NB	Jamboree Rd	Von Karman Ave	1,763	39	99,757	Grind and Overlay	$ 359,856	2021

Appendix A

Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Funding

MPAH

Sorted by Year of Treatment

MPAH								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Newport Blvd SB	28th St	26th St	410	41	16,810	Grind and Overlay	$ 60,639	2021
San Miguel Dr	Newport Center Dr East	Avocado Ave	928	72	68,216	Grind and Overlay	$ 246,077	2021
32nd St EB	Balboa Blvd	Newport Blvd	690	32	22,080	Grind and Overlay	$ 82,039	2022
Balboa Blvd NB	27th St	29th St	510	35	17,850	Grind and Overlay	$ 66,323	2022
Balboa Blvd NB	29th St	32nd St	705	35	25,875	Grind and Overlay	$ 96,140	2022
Coast Highway E SB	Cameo Highlands Dr	Newport Coast Dr	3,705	50	176,850	Grind and Overlay	$ 657,094	2022
Eastbluff Dr NB	Vista Del Sol	Jamboree Rd/University Dr	4,000	30	120,000	Grind and Overlay	$ 445,866	2022
San Miguel Dr	Avocado Ave	MacArthur Blvd	310	92	28,520	Grind and Overlay	$ 105,967	2022
Balboa Blvd NB	34th St	36th St	460	34	15,640	Grind and Overlay	$ 59,854	2023
Superior Av NB	Ticonderga St	Placentia Ave	1,493	38	56,734	Grind and Overlay	$ 217,122	2023
16th St	City Limit	Sea Gull Ln	1,465	60	89,380	Grind and Overlay	$ 352,320	2024
Balboa Blvd NB	32nd St	34th St	488	34	16,592	Grind and Overlay	$ 65,403	2024
Bristol St North	Birch St	Campus Dr	617	51	36,967	Grind and Overlay	$ 145,717	2024
Coast Highway E NB	Newport Coast Dr	Cameo Highlands Dr	3,705	50	176,750	Grind and Overlay	$ 696,717	2024
Eastbluff Dr SB	Jamboree Rd/University Dr	Vista Del Sol	4,000	30	120,000	Grind and Overlay	$ 473,019	2024
Hospital Rd	Placentia Ave	Newport Blvd	700	57	39,900	Grind and Overlay	$ 157,279	2024
San Joaquin Hills Rd EB	Santa Cruz Dr	Santa Rosa Dr	2,185	40	88,650	Grind and Overlay	$ 349,443	2024
Superior Av NB	Coast Highway West	Ticonderga St	1,468	38	55,784	Grind and Overlay	$ 219,891	2024
University Dr EB	La Vida/Baypointe Dr	Bonita Creek Bridge	665	32	21,280	Grind and Overlay	$ 83,882	2024
Balboa Blvd NB	25th St	27th St	360	35	12,600	Grind and Overlay	$ 51,157	2025
Balboa Blvd NB	110' N of 39th St	42nd St	540	40	22,100	Grind and Overlay	$ 89,728	2025
Birch St	Von Karman Ave	MacArthur Blvd	1,160	56	74,960	Grind and Overlay	$ 304,343	2025
Coast Highway E SB	Goldenrod Ave	Marguerite Ave	1,790	28	58,170	Grind and Overlay	$ 236,175	2025
Newport Center Dr E SB	Anacapa Dr	Newport Center Dr	754	36	29,144	Grind and Overlay	$ 118,327	2025
University Dr EB	Jamboree Rd	La Vida/Baypointe Dr	640	32	21,730	Grind and Overlay	$ 88,225	2025
Von Karman Ave	Campus Dr	Birch St	777	76	56,952	Grind and Overlay	$ 231,230	2025
Von Karman Ave	Birch St	MacArthur Blvd	2,180	76	163,580	Grind and Overlay	$ 664,148	2025

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	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
15th St	Santa Ana Ave	Redlands Ave	670	36	24,120	Slurry Seal	$ 6,754	2019
15th St	Redlands Ave	Tustin Ave	670	18	12,060	Slurry Seal	$ 3,377	2019
15th St	Tustin Ave	Aliso Ave	660	36	23,760	Slurry Seal	$ 6,653	2019
15th St	Aliso Ave	Irvine Ave	660	36	23,760	Slurry Seal	$ 6,653	2019
15th St	St Andrew Rd	Kings Pl	1,180	35	41,300	Slurry Seal	$ 11,564	2019
16th St W	West End	Placentia Ave	2,400	36	86,400	Slurry Seal	$ 24,192	2019
19th St	Balboa Blvd	Sundance Dr	930	30	27,900	Slurry Seal	$ 7,812	2019
26th St	Newport Blvd	Balboa Blvd	125	22	2,750	Slurry Seal	$ 770	2019
28th St	Villa Way	Newport Blvd East NB	225	54	11,750	Slurry Seal	$ 3,290	2019
31st St	Lafayette Ave	Villa Way	351	24	8,424	Slurry Seal	$ 2,359	2019
35th St	Lake Ave	Balboa Blvd	283	20	5,660	Slurry Seal	$ 1,585	2019
38th St	Marcus Ave	East End of Bridge	83	16	1,328	Slurry Seal	$ 372	2019
39th St	River Ave	Balboa Blvd	165	17	2,805	Slurry Seal	$ 785	2019
39th St	Balboa Blvd	Seashore Dr	305	18	5,610	Slurry Seal	$ 1,571	2019
44th St	Balboa Blvd	Seashore Dr	370	21	7,770	Slurry Seal	$ 2,176	2019
45th St	Balboa Blvd	Seashore Dr	395	21	8,295	Slurry Seal	$ 2,323	2019
62nd St	Lancaster St	Newport Shores Dr	405	29	11,745	Slurry Seal	$ 3,289	2019
A St	Ocean Front East	South End	535	60	32,100	Slurry Seal	$ 8,988	2019
Acacia St	Orchard Dr	Mesa Dr	1,122	50	56,100	Slurry Seal	$ 15,708	2019
Aleppo St	Alta Vista Dr	End	385	32	12,320	Slurry Seal	$ 3,450	2019
Alta Vista Dr	Carob St	Bison Ave	2,220	36	79,920	Slurry Seal	$ 22,378	2019
Alta Vista Dr	Bellis St	Aralia St	1,880	36	67,680	Slurry Seal	$ 18,950	2019
Anacapa Dr	Newport Center Dr East	Farallon Dr	758	48	36,384	Slurry Seal	$ 10,188	2019
Anniversary Ln	Irvine Ave	End	2,209	28	61,852	Slurry Seal	$ 17,319	2019
Back Bay Dr	Shellmaker Rd	Beginning of PCC Section	800	22	17,600	Slurry Seal	$ 4,928	2019
Back Bay Dr	Backbay Sewer Pump Station	Access Rd	607	22	13,354	Slurry Seal	$ 3,739	2019
Balboa Blvd	19th St	End (North City Limit)	750	30	22,500	Slurry Seal	$ 6,300	2019
Balboa Blvd E EB	Main St	B St	695	27	18,765	Slurry Seal	$ 5,254	2019
Balboa Blvd E EB	B St	D St	991	22	21,802	Slurry Seal	$ 6,105	2019
Balboa Blvd E EB	D St	G St	1,066	22	23,452	Slurry Seal	$ 6,567	2019
Bamboo St	Bison Ave	Bellis St	1,805	36	64,980	Slurry Seal	$ 18,194	2019
Bay View Ave	Mesa Dr	Orchard Dr	1,200	35	42,000	Slurry Seal	$ 11,760	2019
Bayview Pl	Bristol St South	Bayview Way	1,355	54	75,170	Slurry Seal	$ 21,048	2019
Bayview Way EB	Bayview Pl	Jamboree Rd	587	33	21,371	Slurry Seal	$ 5,984	2019
Bayview Way WB	Jamboree Rd	Bayview Pl	617	32	19,744	Slurry Seal	$ 5,528	2019

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Beacon St	Santa Ana Ave	Cliff Dr	210	34	7,140	Slurry Seal	$ 1,999	2019
Beacon St	Tustin Ave	Aliso Ave	600	35	21,000	Slurry Seal	$ 5,880	2019
Beacon St	Aliso Ave	Irvine Ave	638	35	22,330	Slurry Seal	$ 6,252	2019
Bellis St	Bamboo St	Alta Vista	730	37	27,010	Slurry Seal	$ 7,563	2019
Bellis St	Alta Vista Dr	End	475	32	15,200	Slurry Seal	$ 4,256	2019
Bison Ave	Bamboo St	Jamboree Rd	1,105	36	41,780	Slurry Seal	$ 11,698	2019
Bixia St	Eastbluff Dr	Bamboo St	150	35	5,250	Slurry Seal	$ 1,470	2019
Blackthorn St	Bellis St	Bison Ave	1,385	34	47,090	Slurry Seal	$ 13,185	2019
Bolsa Ave	Broad St	Clay St	203	38	7,714	Slurry Seal	$ 2,160	2019
Broad St	Westminster Ave	Santa Ana Ave	725	35	25,375	Slurry Seal	$ 7,105	2019
Buck Gully Dr	Sandcastle Dr	End	126	36	5,786	Slurry Seal	$ 1,620	2019
Buckeye St	Bellis St	Bison Ave	1,190	32	38,080	Slurry Seal	$ 10,662	2019
Bunya St	Bellis St	Bison Ave	1,555	32	49,760	Slurry Seal	$ 13,933	2019
Cacao St	Eastbluff Dr	Catalpa St	150	36	5,400	Slurry Seal	$ 1,512	2019
Camelback St	Jamboree Rd	La Felicidad	1,505	40	60,825	Slurry Seal	$ 17,031	2019
Camelback St	La Felicidad	Bison Ave	760	78	55,821	Slurry Seal	$ 15,630	2019
Camphor St	Catalpa St	Alta Vista Dr	847	37	31,339	Slurry Seal	$ 8,775	2019
Carob St	Camphor St	End	2,360	34	80,240	Slurry Seal	$ 22,467	2019
Cassia St	Camphor St	Carob St	1,245	32	39,840	Slurry Seal	$ 11,155	2019
Catalpa St	Camphor St	Carob St	1,500	35	52,500	Slurry Seal	$ 14,700	2019
Ceiba Pl	Carob St	End	195	54	11,780	Slurry Seal	$ 3,298	2019
Celtis Pl	Alta Vista Dr	End	190	54	10,260	Slurry Seal	$ 2,873	2019
Cercis Pl	Alta Vista Dr	End	220	32	7,040	Slurry Seal	$ 1,971	2019
Chestnut Pl	Alta Vista Dr	End	220	32	7,040	Slurry Seal	$ 1,971	2019
Citrus Pl	Alta Vista Dr	End	285	32	9,120	Slurry Seal	$ 2,554	2019
Clay St	Westminster Ave	Orange Ave	800	32	25,600	Slurry Seal	$ 7,168	2019
Cliff Dr	Kings Pl	Signal Rd	426	55	23,430	Slurry Seal	$ 6,560	2019
Cliff Dr	Beacon St	Santa Ana Ave	740	34	25,160	Slurry Seal	$ 7,045	2019
Colton St	Sunset Dr	Prospect St	398	29	11,792	Slurry Seal	$ 3,302	2019
Colton St	Sunset Dr	Newport Shores Dr	760	29	22,040	Slurry Seal	$ 6,171	2019
Dahlia Pl	Seaview Ave	End	139	27	3,753	Slurry Seal	$ 1,051	2019
Dana Rd	Superior Ave	Flagship Rd	600	36	21,600	Slurry Seal	$ 6,048	2019
Dolphin-Striker Way	Dove St	End	335	44	16,740	Slurry Seal	$ 4,687	2019
Domingo Dr	Mar Vista Dr	Mar Vista Dr	1,675	36	60,300	Slurry Seal	$ 16,884	2019
Dorchester Rd	Rockford Rd	Cameo Highland Rd	825	33	27,225	Slurry Seal	$ 7,623	2019

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Dorchester Rd	Cameo Highland Rd	Garrett Rd	910	33	30,030	Slurry Seal	$ 8,408	2019
Dove St	Birch St	Bristol St North	3,930	44	176,670	Slurry Seal	$ 49,468	2019
Ebbtide Rd	Crown Dr	Sandpiper Dr	1,317	33	43,461	Slurry Seal	$ 12,169	2019
El Modena Ave	Cliff Dr	Beacon St	410	35	14,350	Slurry Seal	$ 4,018	2019
F St	Balboa Blvd East	Ocean Front East	225	26	5,850	Slurry Seal	$ 1,638	2019
Farallon Dr	Avocado Ave	Newport Center Dr	1,559	48	74,832	Slurry Seal	$ 20,953	2019
Flagship Rd	Dana Rd	Placentia Ave	1,060	37	39,220	Slurry Seal	$ 10,982	2019
Fourth Ave	Heliotrope Ave	Iris Ave	268	27	7,236	Slurry Seal	$ 2,026	2019
Fourth Ave	Iris Ave	Jasmine Ave	275	27	7,425	Slurry Seal	$ 2,079	2019
Fourth Ave	Jasmine Ave	Larkspur Ave	266	27	7,182	Slurry Seal	$ 2,011	2019
Fourth Ave	Marigold Ave	Narcissus Ave	267	27	7,209	Slurry Seal	$ 2,019	2019
Fourth Ave	Orchid Ave	Poinsettia Ave	270	27	7,290	Slurry Seal	$ 2,041	2019
Garrett Dr	Cortland Dr	Cameo Highlands Dr	840	37	31,080	Slurry Seal	$ 8,702	2019
Goldenrod Ave	Sea Ln	Harbor View Dr	1,008	33	33,264	Slurry Seal	$ 9,314	2019
Grant St	Seashore Dr	Ocean Front Alley West	65	17	1,105	Slurry Seal	$ 309	2019
Heron Way	Keel Dr	Outrigger Dr	265	32	8,480	Slurry Seal	$ 2,374	2019
Indus St	Kline Dr	West End	800	33	28,400	Slurry Seal	$ 7,952	2019
Inlet Dr	Marguerite Ave	Keel Dr	150	36	5,400	Slurry Seal	$ 1,512	2019
Isabella Ter	Seaward Rd	End	325	24	8,800	Slurry Seal	$ 2,464	2019
Keel Dr	Outrigger Dr	End	1,394	32	46,108	Slurry Seal	$ 12,910	2019
Kline Dr	Pegasus St	North End	570	33	21,060	Slurry Seal	$ 5,897	2019
La Salud	North End	La Vida	499	44	23,956	Slurry Seal	$ 6,708	2019
Lafayette Ave	31st St	Via Lido	385	60	23,100	Slurry Seal	$ 6,468	2019
Lafayette Ave	28th St	31st St	860	24	21,140	Slurry Seal	$ 5,919	2019
Larkspur Ave	Coast Highway East	Fifth Ave	1,406	27	37,962	Slurry Seal	$ 10,629	2019
Lido Park Dr	Lafayette Ave	End	753	54	38,662	Slurry Seal	$ 10,825	2019
Lugonia St	Prospect St	Newport Shores Dr	1,025	29	29,725	Slurry Seal	$ 8,323	2019
M St	Ocean Blvd	Ocean Front East	90	30	2,700	Slurry Seal	$ 756	2019
Mar Vista Dr	Vista Del Oro	Eastbluff Dr	2,268	36	81,648	Slurry Seal	$ 22,861	2019
Margaret Dr	Tustin Ave	Irvine Ave	1,284	34	43,306	Slurry Seal	$ 12,126	2019
Marguerite Ave	195' S of Coast Highway East	Coast Highway East	195	38	7,410	Slurry Seal	$ 2,075	2019
Marigold Ave	Fourth Ave	Fifth Ave	330	27	8,910	Slurry Seal	$ 2,495	2019
Martingale Way	Corinthian Way	End	562	44	26,228	Slurry Seal	$ 7,344	2019
Muir Beach Cir	Goleta Point Dr	End	570	32	19,740	Grind and Overlay	$ 45,408	2019
Narcissus Ave	Coast Highway East	175' S of Fifth Ave	1,430	27	38,610	Slurry Seal	$ 10,811	2019

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Old Newport Bl	475' N of Coast Highway	595' N of Coast Highway	120	30	3,600	Slurry Seal	$ 1,008	2019
Old Newport Bl	1530' N Hospital Rd	City Limit	300	15	4,500	Slurry Seal	$ 1,260	2019
Orchid Ave	Coast Highway East	Third Ave	850	28	23,800	Slurry Seal	$ 6,664	2019
Orchid Ave	Third Ave	Fifth Ave	766	28	21,448	Slurry Seal	$ 6,005	2019
Orchid St	Zenith Ave	Orchard Dr	957	35	33,495	Slurry Seal	$ 9,379	2019
Palm St	Balboa Blvd East	Ocean Front Alley East	75	31	2,325	Slurry Seal	$ 651	2019
Paper Ln	Anniversary Ln	End	405	33	13,365	Slurry Seal	$ 3,742	2019
Pebble Dr	Goldenrod Ave	Sandpiper Dr	1,247	34	42,398	Slurry Seal	$ 11,871	2019
Pegasus St	Santa Ana Ave	Kline Dr	1,177	33	38,841	Slurry Seal	$ 10,875	2019
Poinsettia Ave	Coast Highway East	Fourth Ave	1,212	28	33,936	Slurry Seal	$ 9,502	2019
Poppy Ave	Second Ave	Fifth Ave	1,150	27	31,050	Slurry Seal	$ 8,694	2019
Quail St	Westerly Pl	Spruce St	912	44	40,128	Slurry Seal	$ 11,236	2019
Riverside Ave	Coast Highway West	Avon St (West Side)	475	52	24,700	Slurry Seal	$ 6,916	2019
Riverside Dr	Indus St	End	210	33	8,430	Slurry Seal	$ 2,360	2019
Rockford Rd	Surrey Dr	Cortland Dr	671	37	24,827	Slurry Seal	$ 6,952	2019
San Joaquin Hills Rd	Backbay Dr	800' E of Backbay Dr	786	31	29,386	Slurry Seal	$ 8,228	2019
San Joaquin Hills Rd EB	800' E of Backbay Dr	Jamboree Rd	832	30	32,960	Grind and Overlay	$ 75,817	2019
San Joaquin Hills Rd WB	Jamboree Rd	800' E of Backbay Dr	832	47	44,498	Slurry Seal	$ 12,459	2019
Sandcastle Dr	Marguerite Ave	Tiller Way	193	36	6,948	Slurry Seal	$ 1,945	2019
Sandcastle Dr	Tiller Way	Inlet Isle Dr	2,588	36	93,168	Slurry Seal	$ 26,087	2019
Santa Ana Ave	15th St	City Limit	640	19	12,160	Slurry Seal	$ 3,405	2019
Sea Ln	Crown Dr	Harbor View Dr	1,078	38	40,964	Slurry Seal	$ 11,470	2019
Second Ave	Poinsettia Ave	Poppy Ave	270	27	7,290	Slurry Seal	$ 2,041	2019
Setting Sun Dr	Pebble Dr	Sandpiper Dr	972	33	32,576	Slurry Seal	$ 9,121	2019
Short St	Clubhouse Ave	End	315	16	5,040	Slurry Seal	$ 1,411	2019
Silver Ln	Anniversary Ln	End	340	33	11,220	Slurry Seal	$ 3,142	2019
Surrey Dr	Rockford Rd	Cameo Highland Dr	1,103	33	36,399	Slurry Seal	$ 10,192	2019
Surrey Dr	Cameo Highland Dr	Garret Dr	640	33	21,120	Slurry Seal	$ 5,914	2019
Third Ave	Iris Ave	Jasmine Ave	270	27	7,290	Slurry Seal	$ 2,041	2019
Third Ave	Marguerite Ave	Marigold Ave	272	28	7,616	Slurry Seal	$ 2,132	2019
Third Ave	Marigold Ave	Narcissus Ave	265	28	7,420	Slurry Seal	$ 2,078	2019
Third Ave	Narcissus Ave	Orchid Ave	264	28	7,392	Slurry Seal	$ 2,070	2019
Tustin Ave	Cliff Dr	Clay St	807	35	28,245	Slurry Seal	$ 7,909	2019
Via Lido Nord	Via San Remo	Via Palermo	541	33	17,853	Slurry Seal	$ 4,999	2019
Via Lido Nord	Via Palermo	Via Lorca	646	33	21,318	Slurry Seal	$ 5,969	2019

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Via Lido Nord	Via Genoa	Via Dijon	571	33	18,843	Slurry Seal	$ 5,276	2019
Via Lido Soud	Via Antibes	Via Dijon	625	33	20,625	Slurry Seal	$ 5,775	2019
Via Lido Soud	Via Dijon	Via Genoa	820	33	27,060	Slurry Seal	$ 7,577	2019
Via Lido Soud	Via Genoa	Via Koron	850	33	28,050	Slurry Seal	$ 7,854	2019
Via Lido Soud	Via Koron	Via Orvieto	660	33	21,780	Slurry Seal	$ 6,098	2019
Via Lido Soud	Via Orvieto	Via San Remo	670	33	22,110	Slurry Seal	$ 6,191	2019
Via Lido Soud	Via San Remo	Via Venezia	520	33	17,160	Slurry Seal	$ 4,805	2019
Via Lido Soud	Via Venezia	Via Zurich	660	33	21,780	Slurry Seal	$ 6,098	2019
Via Malaga	Via Oporto	Via Lido	295	22	6,490	Slurry Seal	$ 1,817	2019
Villa Way	28th St	29th St	320	25	8,000	Slurry Seal	$ 2,240	2019
Vista Del Oro	Eastbluff Dr (South End)	Vista Caudal	2,863	36	103,068	Slurry Seal	$ 28,859	2019
Vista Del Oro	Vista Caudal	Vista Entrada	1,040	35	36,400	Slurry Seal	$ 10,192	2019
Vista Del Oro	Vista Entrada	Vista Del Sol	2,185	35	76,475	Slurry Seal	$ 21,413	2019
Vista Del Oro	Vista Del Sol	Vista Nobleza	2,140	35	74,900	Slurry Seal	$ 20,972	2019
Vista Del Oro	Vista Nobleza	Vista Umbrosa	1,880	35	65,800	Slurry Seal	$ 18,424	2019
Vista Del Oro	Vista Umbrosa	Eastbluff Dr (North End)	755	35	26,425	Slurry Seal	$ 7,399	2019
06th St	Bay Ave West	Balboa Blvd West	165	34	4,896	Reconstruction	$ 11,841	2020
09th St	Bay Ave West	Balboa Blvd West	215	27	4,995	Slurry Seal	$ 1,441	2020
11th St	Bay Ave West	Balboa Blvd West	215	28	5,208	Slurry Seal	$ 1,502	2020
22nd St	Balboa Blvd West	Ocean Front West	315	30	9,450	Slurry Seal	$ 2,725	2020
23rd St	Balboa Blvd West	Ocean Front West	360	30	10,800	Slurry Seal	$ 3,115	2020
29th St	East End	Lafayette Ave	75	24	1,800	Slurry Seal	$ 519	2020
35th St	Marcus Ave	Lake Ave	215	20	4,300	Slurry Seal	$ 1,240	2020
36th St	Marcus Ave	Balboa Blvd	500	20	10,000	Slurry Seal	$ 2,884	2020
38th St	Balboa Blvd	Seashore Dr	296	18	5,448	Slurry Seal	$ 1,571	2020
40th St	Balboa Blvd	Seashore Dr	318	18	5,844	Slurry Seal	$ 1,685	2020
44th St	Channel Pl	Balboa Blvd	100	21	2,100	Slurry Seal	$ 606	2020
46th St	Balboa Blvd	Seashore Dr	438	21	9,198	Slurry Seal	$ 2,653	2020
47th St	River Ave	Neptune Ave	315	21	6,615	Slurry Seal	$ 1,908	2020
48th St	River Ave	Neptune Ave	260	20	5,200	Slurry Seal	$ 1,500	2020
Alba St	Eastbluff Dr	Aralia St	137	36	4,932	Slurry Seal	$ 1,422	2020
Alder Pl	Alta Vista Dr	End	305	32	9,760	Slurry Seal	$ 2,815	2020
Aleppo St	Aralia St	Alta Vista Dr	675	37	24,975	Slurry Seal	$ 7,203	2020
Almond Pl	Alta Vista Dr	End	245	32	7,840	Slurry Seal	$ 2,261	2020
Amigos Way	Domingo Dr	Domingo Dr	1,055	36	37,980	Slurry Seal	$ 10,953	2020

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Aralia St	Aleppo St	End	1,775	35	62,125	Slurry Seal	$ 17,917	2020
Arbutus St	Aleppo St	Alta Vista Dr	1,140	36	41,040	Slurry Seal	$ 11,836	2020
Avon St	Riverside Ave	Tustin Ave	458	34	15,572	Slurry Seal	$ 4,491	2020
Azure Ave	Orchid St	Bay View Ave	630	35	22,050	Slurry Seal	$ 6,359	2020
Back Bay Dr	End of PCC Section	San Joaquin Hills Rd	1,649	22	36,278	Slurry Seal	$ 10,463	2020
Back Bay Dr	End of PCC Section	Backbay sewer pump station	3,106	22	68,332	Slurry Seal	$ 19,707	2020
Back Bay Dr	Access Rd	Staired Path to Landmark	2,394	22	52,668	Slurry Seal	$ 15,189	2020
Back Bay Dr	Staired Path to Landmark	Eastbluff Dr	3,482	22	79,004	Slurry Seal	$ 22,785	2020
Balboa Blvd E WB	G St	D St	1,066	22	23,452	Slurry Seal	$ 6,764	2020
Balboa Blvd E WB	D St	B St	991	22	21,802	Slurry Seal	$ 6,288	2020
Balboa Blvd E WB	B St	Main St	695	27	18,765	Slurry Seal	$ 5,412	2020
Bay Ave E	6th St	Island Ave	370	28	10,360	Slurry Seal	$ 2,988	2020
Bay Ave E	Palm St	Main St	475	26	10,850	Slurry Seal	$ 3,129	2020
Bay View Ave	Orchard Dr	Zenith Ave	1,200	35	42,000	Slurry Seal	$ 12,113	2020
Blue Key	Sandcastle Dr	End	750	32	26,700	Slurry Seal	$ 7,700	2020
Bowsprit Dr	MacArthur Blvd	Dove St	306	44	13,464	Slurry Seal	$ 3,883	2020
Cabrillo Ter	Serra Dr	De Anza Dr	869	23	19,787	Slurry Seal	$ 5,707	2020
Catalina Dr	Clay St	15th St	677	34	23,018	Slurry Seal	$ 6,638	2020
Catamaran Dr	Keel Dr	End	975	36	37,350	Slurry Seal	$ 10,772	2020
Cedar St	Prospect St	Newport Shores Dr	670	29	19,430	Slurry Seal	$ 5,604	2020
Clay St	Tustin Ave	Westminster Ave	1,961	34	66,674	Slurry Seal	$ 19,229	2020
Cliff Dr	Dover Dr	Kings Pl	756	55	41,580	Slurry Seal	$ 11,992	2020
Cliff Dr	Signal Rd	St Andrews Rd	1,010	55	55,550	Slurry Seal	$ 16,021	2020
Coast Blvd	61st St	End	133	30	3,990	Slurry Seal	$ 1,151	2020
Collins Ave	Bay Front North	Balboa Ave	440	28	12,320	Reconstruction	$ 35,487	2020
Columbus Cir	Serra Dr	End	112	22	3,464	Slurry Seal	$ 999	2020
Court Ave	20th St	McFadden Pl	85	28	2,380	Slurry Seal	$ 686	2020
Crown Dr	Sea Ln	Crown Dr North	1,152	37	42,624	Slurry Seal	$ 12,293	2020
Crown Dr North	Crown Dr	San Joaquin Hills Rd	1,370	36	49,320	Slurry Seal	$ 14,224	2020
Cutter Rd	Beacon Bay	End	380	24	9,120	Slurry Seal	$ 2,630	2020
Dahlia Ave	South End	Way Ln	145	27	3,915	Slurry Seal	$ 1,129	2020
De Anza Dr	Seaward Rd	De Sola Ter	750	35	26,250	Slurry Seal	$ 7,571	2020
De Sola Ter	Seaward Rd	End	1,005	24	28,015	Slurry Seal	$ 8,080	2020
Dove St	Campus Dr	Birch St	585	37	21,645	Slurry Seal	$ 6,242	2020
Eastgate Dr	Newport Hills Dr East	San Miguel Dr	270	56	11,110	Slurry Seal	$ 3,204	2020

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	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Emerson St	Tustin Ave	City Limits	340	30	10,200	Slurry Seal	$ 2,942	2020
Fernando Street	Edgewater Ave East	Bay Ave East	367	30	10,680	Slurry Seal	$ 3,080	2020
Fourth Ave	Goldenrod Ave	Heliotrope Ave	260	27	7,020	Slurry Seal	$ 2,025	2020
Fourth Ave	Larkspur Ave	Marguerite Ave	280	27	7,560	Slurry Seal	$ 2,180	2020
Fourth Ave	Marguerite Ave	Marigold Ave	270	27	7,290	Slurry Seal	$ 2,102	2020
Fourth Ave	Narcissus Ave	Orchid Ave	273	27	7,371	Slurry Seal	$ 2,126	2020
Fourth Ave	Poinsettia Ave	Poppy Ave	269	27	7,263	Slurry Seal	$ 2,095	2020
Golden Cir	Anniversary Ln	Anniversary Ln	1,217	33	40,161	Slurry Seal	$ 11,582	2020
Goldenrod Ave	Fifth Ave	Sea Ln	282	36	10,152	Slurry Seal	$ 2,928	2020
Goldenrod Ave	Harbor View Dr	Crown Dr	1,165	33	38,445	Slurry Seal	$ 11,088	2020
Half Moon Bay Dr	Point Loma Dr	Point Arena Way	1,080	32	32,904	Grind and Overlay	$ 77,959	2020
Harbor View Dr	MacArthur Blvd	Goldenrod Ave	685	38	26,030	Slurry Seal	$ 7,507	2020
Harbor View Dr	Goldenrod Ave	Marguerite Ave	1,945	38	73,910	Slurry Seal	$ 21,316	2020
Haven Pl	Irvine Ave	St Andrews Rd	543	35	19,005	Slurry Seal	$ 5,481	2020
Hazel Dr	577' N of Coast Highway East	Poppy Ave (north side)	393	29	11,397	Slurry Seal	$ 3,287	2020
Hilaria Way	Flagship Dr	South End	337	36	14,632	Slurry Seal	$ 4,220	2020
Hospital Rd	Newport Blvd	Old Newport Blvd	160	70	11,200	Slurry Seal	$ 3,230	2020
Irvine Ave	15th St	16th St	1,267	62	78,554	Slurry Seal	$ 22,655	2020
Island View Dr	Salt Air Dr	Lighthouse Ln	815	32	26,080	Slurry Seal	$ 7,521	2020
Keel Dr	Catamaran Dr	Outrigger Dr	583	32	21,014	Slurry Seal	$ 6,060	2020
La Salud	La Vida	Corsica Dr N	1,335	44	58,740	Slurry Seal	$ 16,941	2020
La Salud	Corsica Dr N	La Felicidad	1,005	44	44,220	Slurry Seal	$ 12,753	2020
Little River Cir	Carmel Bay Dr	End	115	32	5,180	Grind and Overlay	$ 12,273	2020
Marigold Ave	Coast Highway East	Third Ave	825	27	22,275	Slurry Seal	$ 6,424	2020
Marine Ave	South Bridge End	North Bridge End	400	20	8,000	Slurry Seal	$ 2,307	2020
Mc Fadden Pl	Balboa Blvd West	End	600	22	13,200	Slurry Seal	$ 3,807	2020
Mendoza Ter	Seaward Rd	End	715	23	17,445	Slurry Seal	$ 5,031	2020
Monrovia Ave	City Limit	15th St West	1,655	39	64,545	Slurry Seal	$ 18,615	2020
Montecito Dr	Dana Point Way	Drakes Bay Dr	1,774	32	57,518	Grind and Overlay	$ 136,277	2020
Newport Place Dr	MacArthur Blvd	Dove St	565	62	36,530	Slurry Seal	$ 10,535	2020
Old Newport Bl	Coast Highway	270' N of Coast Highway	270	46	12,420	Slurry Seal	$ 3,582	2020
Old Newport Bl	Hospital Rd	City Limit	1,830	26	39,375	Slurry Seal	$ 11,356	2020
Orange Ave	Old Newport Blvd	15th St	436	36	15,696	Slurry Seal	$ 4,527	2020
Orchard Dr	Bay View Ave	End	148	35	5,180	Slurry Seal	$ 1,494	2020
Orchard Dr	Santa Ana Ave	End	1,374	33	47,142	Slurry Seal	$ 13,596	2020

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Orchid St	Orchard Dr	Azure Ave	500	35	17,500	Slurry Seal	$ 5,047	2020
Patrice Rd	Bolero Way	Flagship Rd	500	37	18,500	Slurry Seal	$ 5,335	2020
Patrice Rd	Flagship Rd	South End	315	37	11,655	Slurry Seal	$ 3,361	2020
Pelican Hill Rd N	Pelican Hill Cir (North Side)	Pelicans Dr	2,684	19	50,996	Slurry Seal	$ 14,707	2020
Pelican Hill Rd N	Newport Coast Dr North	Pelicans Dr	1,258	19	23,902	Slurry Seal	$ 6,893	2020
Pelican Hill Rd N	Pelicans Dr	Newport Coast Dr	1,258	19	23,902	Slurry Seal	$ 6,893	2020
Pelican Hill Rd N	Pelicans Dr	Pelican Hill Cir (North Side)	2,684	19	50,996	Slurry Seal	$ 14,707	2020
Pelican Hill Rd S	Newport Coast Dr	Pelican Hill Cir S	5,650	24	142,100	Slurry Seal	$ 40,982	2020
Pelican Hill Rd S	Pelican Hill Cir (North Side)	Pelican Hill Cir (South Side)	1,352	24	31,798	Slurry Seal	$ 9,171	2020
Pelican Hill Rd S	Pelican Hill Cir (South Side)	Pelican Hill Cir (North Side)	1,352	24	32,448	Slurry Seal	$ 9,358	2020
Pirate Rd	Cliff Dr	Clay St	821	35	28,735	Slurry Seal	$ 8,287	2020
Point Arena Way	Point Loma Dr	Point Sur Dr	645	32	22,140	Grind and Overlay	$ 52,456	2020
Portside Way	Windover Dr	Wavecrest Dr	576	32	18,432	Slurry Seal	$ 5,316	2020
Production Pl	Monrovia Ave	Placentia Ave	1,265	38	48,070	Slurry Seal	$ 13,863	2020
Quail St	Campus Dr	Birch St	585	36	21,060	Slurry Seal	$ 6,074	2020
Quail St	Birch St	Westerly Pl	617	60	37,020	Slurry Seal	$ 10,677	2020
Redlands Dr	Orchard Dr	Indus St	565	33	18,645	Slurry Seal	$ 5,377	2020
Ridge Park Rd	Newport Coast Dr	Tesoro	1,813	37	67,081	Slurry Seal	$ 19,346	2020
Ridge Park Rd	Tesoro	Campo Bello	1,283	37	47,471	Slurry Seal	$ 13,691	2020
Ridge Park Rd	Campo Bello	Vista Ridge Rd	1,491	37	55,167	Slurry Seal	$ 15,910	2020
Ridge Park Rd	Vista Ridge Rd	West Coast Peak	1,378	37	50,986	Slurry Seal	$ 14,704	2020
Ridge Park Rd	Talmont	East End	1,055	37	40,835	Slurry Seal	$ 11,777	2020
Ridge Park Rd	San Joaquin Hills Rd	Newport Coast Dr	1,449	37	53,613	Slurry Seal	$ 15,462	2020
Riverside Ave	Cliff Dr	15th St	1,400	34	47,600	Slurry Seal	$ 13,728	2020
Riverside Dr	Orchard Dr	End	520	33	18,960	Slurry Seal	$ 5,468	2020
Salt Air Dr	Salt Air Cir	Lighthouse Ln	560	32	18,420	Slurry Seal	$ 5,312	2020
San Bernardino Ave	15th St	Clay Ave	630	34	21,420	Slurry Seal	$ 6,178	2020
San Bernardino Ave	Clay Ave	Cliff Dr	860	14	12,040	Slurry Seal	$ 3,472	2020
San Clemente Dr	Santa Barbara Dr	Santa Cruz Dr	1,140	48	54,720	Slurry Seal	$ 15,781	2020
Sandcastle Dr	Inlet Isle Dr	Park Green Dr	654	36	23,544	Slurry Seal	$ 6,790	2020
Sandcastle Dr	Park Green Dr	Seacrest Dr	975	36	35,100	Slurry Seal	$ 10,123	2020
Sandcastle Dr	Seacrest Dr	Catamaran Dr	1,465	36	52,740	Slurry Seal	$ 15,210	2020
Santa Barbara Dr	Jamboree Rd	Newport Center Dr West	2,525	73	184,325	Slurry Seal	$ 53,159	2020
Seacrest Dr	Catamaran Dr	Sandcastle Dr	1,475	32	47,200	Slurry Seal	$ 13,613	2020
Seashore Dr	Prospect St	Orange St	1,065	28	29,820	Slurry Seal	$ 8,600	2020

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Seaward Rd	Isabella Ter	De Anza Dr	1,544	35	54,040	Slurry Seal	$ 15,585	2020
Second Ave	Jasmine Ave	Marguerite Ave	536	27	14,472	Slurry Seal	$ 4,174	2020
Second Ave	Marguerite Ave	Narcissus Ave	574	27	15,498	Slurry Seal	$ 4,470	2020
Second Ave	Narcissus Ave	Orchid Ave	269	27	7,263	Slurry Seal	$ 2,095	2020
Second Ave	Orchid Ave	Poinsettia Ave	268	27	7,236	Slurry Seal	$ 2,087	2020
Second Ave	Poppy Ave	Hazel Ave	125	27	3,375	Slurry Seal	$ 973	2020
Short St	Newport Blvd	Clubhouse Ave	135	32	4,320	Slurry Seal	$ 1,246	2020
Spruce St	Bristol St North	Quail St	600	60	36,000	Slurry Seal	$ 10,382	2020
St Andrews Rd	Kings Rd	Clay St	1,045	34	35,530	Grind and Overlay	$ 84,181	2020
Sundance Dr	19th St	End	600	29	17,400	Slurry Seal	$ 5,018	2020
Surfline Way	Windover Dr	Wavecrest Dr	658	32	22,556	Slurry Seal	$ 6,505	2020
Teller Ave	Campus Dr	Birch St	775	44	39,100	Slurry Seal	$ 11,276	2020
Terrace Ridge	Newport Ridge Dr West	End	550	38	23,000	Slurry Seal	$ 6,633	2020
Third Ave	Jasmine Ave	Larkspur Ave	270	27	7,290	Slurry Seal	$ 2,102	2020
Third Ave	Larkspur Ave	Marguerite Ave	276	27	7,452	Slurry Seal	$ 2,149	2020
Third Ave	Orchid Ave	Poinsettia Ave	265	28	7,420	Slurry Seal	$ 2,140	2020
Tiburon Bay Dr	Carmel Bay Dr	Point Arena Way	972	32	31,104	Grind and Overlay	$ 73,694	2020
Tiller Way	Sandcastle Dr	Sausalito Dr	1,475	36	53,100	Slurry Seal	$ 15,314	2020
Tustin Ave	Clay St	15th St	633	35	22,155	Slurry Seal	$ 6,390	2020
Via Havre	Via Lido Soud	Piazza Lido	475	23	10,925	Slurry Seal	$ 3,151	2020
Via Lido Nord	Via Lido Soud (East Side)	Via Zurich	459	33	18,647	Slurry Seal	$ 5,378	2020
Via Lido Nord	Via Waziers	Via San Remo	661	33	21,813	Slurry Seal	$ 6,291	2020
Via Lido Nord	Via Lorca	Via Genoa	769	33	25,377	Slurry Seal	$ 7,319	2020
Via Lido Nord	Via Dijon	Via Antibes	530	33	17,490	Slurry Seal	$ 5,044	2020
Via Lido Nord	Via Antibes	Via Lido Soud (West Side)	400	20	9,200	Slurry Seal	$ 2,653	2020
Via Lido Soud	Via Zurich	Via Lido Nord (East Side)	405	53	24,965	Slurry Seal	$ 7,200	2020
Via Ravenna	Via Lido Soud	Via Lido Nord	660	20	13,200	Slurry Seal	$ 3,807	2020
Vista Ridge Rd	Newport Coast Dr	Altezza Dr	1,493	37	55,241	Slurry Seal	$ 15,932	2020
Wavecrest Dr	Surfline Wy	Sand Point Wy	1,060	36	41,660	Slurry Seal	$ 12,015	2020
Westerly Pl	Dove St	Quail St	1,406	44	61,864	Slurry Seal	$ 17,842	2020
White Sails Way	Crown Dr	Harbor View Dr	1,045	33	34,485	Slurry Seal	$ 9,945	2020
Windover Dr	Surfline Way	Sand Point Way	1,023	36	38,328	Slurry Seal	$ 11,054	2020
Zenith Ave	Bayview Ave	Spruce Ave	283	35	9,905	Slurry Seal	$ 2,857	2020
Zenith Ave	Spruce Ave	Orchid St	284	35	9,940	Slurry Seal	$ 2,867	2020
07th St	Bay Ave West	Balboa Blvd West	167	30	5,010	Slurry Seal	$ 1,488	2021

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
10th St	Bay Ave West	Balboa Blvd West	216	28	5,180	Slurry Seal	$ 1,539	2021
13th St	Bay Ave West	Balboa Blvd West	216	28	6,048	Slurry Seal	$ 1,797	2021
15th St	Old Newport Ave	Bolsa Ave	690	18	12,420	Grind and Overlay	$ 41,657	2021
15th St	Irvine Ave	St Andrew Rd	560	62	33,720	Grind and Overlay	$ 82,289	2021
15th St W	Monrovia Ave	Placentia Ave	1,284	36	46,224	Grind and Overlay	$ 142,592	2021
18th St	North End	Balboa Blvd West	300	28	8,400	Slurry Seal	$ 2,495	2021
20th St	91' S of North End	Balboa Blvd West	325	34	11,050	Reconstruction	$ 58,235	2021
21st St	Balboa Blvd West N/s	End	442	24	10,608	Slurry Seal	$ 3,151	2021
22nd St	North End	Balboa Blvd West	130	40	5,200	Slurry Seal	$ 1,545	2021
28th St	Newport Blvd East NB	Newport Blvd West SB	135	37	4,995	Slurry Seal	$ 1,484	2021
30th St	Villa Way	Newport Blvd	450	25	11,250	Slurry Seal	$ 3,342	2021
30th St	180' E of Balboa Blvd	Balboa Blvd	180	34	6,120	Reconstruction	$ 35,701	2021
32nd St	Seashore Dr	Ocean Front West	190	16	3,040	Slurry Seal	$ 903	2021
34th St	Seashore Dr	Ocean Front West	100	17	1,700	Slurry Seal	$ 505	2021
35th St	Seashore Dr	Ocean Front West	90	20	1,800	Slurry Seal	$ 535	2021
36th St	Finley Ave	End	70	16	1,120	Slurry Seal	$ 333	2021
36th St	Balboa Blvd	Seashore Dr	195	20	3,124	Slurry Seal	$ 928	2021
37th St	Balboa Blvd	Seashore Dr	284	20	5,340	Slurry Seal	$ 1,586	2021
38th St	Finley Ave	Marcus Ave	275	16	4,400	Slurry Seal	$ 1,307	2021
41st St	River Ave	Balboa Blvd	154	20	3,080	Reconstruction	$ 21,977	2021
42nd St	Balboa Blvd	Seashore Dr	345	18	6,350	Slurry Seal	$ 1,886	2021
43rd St	River Ave	Balboa Blvd	155	21	3,255	Slurry Seal	$ 967	2021
47th St	Neptune Ave	Seashore Dr	84	20	1,680	Slurry Seal	$ 499	2021
61st St	Lancaster St	Coast Highway West	645	20	12,900	Slurry Seal	$ 3,832	2021
62nd St	Cedar St	Lancaster St	480	29	13,920	Slurry Seal	$ 4,135	2021
Acacia Ave	Second Ave	Pacific Dr	717	27	19,359	Slurry Seal	$ 5,751	2021
Aldean Pl	15th St	End	260	35	9,100	Slurry Seal	$ 2,703	2021
Aliso Ave	Beacon St	Cliff Dr	420	35	14,700	Slurry Seal	$ 4,367	2021
Alta Vista Dr	Bison Ave	Bellis St	1,045	36	37,620	Grind and Overlay	$ 91,807	2021
Altura Dr	Marapata Dr	Angelita Dr	925	34	31,450	Slurry Seal	$ 9,342	2021
Amethyst Ave	Park Ave	Bay Front South	410	27	11,070	Reconstruction	$ 134,142	2021
Angelita Dr	Kewamee Dr	Bayadere Ter	1,060	38	40,280	Slurry Seal	$ 11,965	2021
Back Bay Dr	Jamboree Rd	Entrance to Newport Dunes	1,110	61	67,710	Slurry Seal	$ 20,113	2021
Back Bay Dr	Entrance to Newport Dunes	Shellmaker Rd	1,225	48	58,800	Slurry Seal	$ 17,467	2021
Back Bay Dr	San Jaoquin Hills Rd	Beginning of PCC Section	2,710	22	59,620	Slurry Seal	$ 17,710	2021

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Basswood St	Alta Vista Dr	Alta Vista Dr	1,090	33	35,425	Grind and Overlay	$ 86,653	2021
Bay Farm Pl	Upper Bay Dr	End	425	34	14,450	Slurry Seal	$ 4,292	2021
Bayside Dr	Carnation Ave	El Paseo Dr	3,600	37	126,200	Slurry Seal	$ 37,488	2021
Bayside Dr	El Paseo Dr	Jamboree Rd	2,160	37	85,420	Slurry Seal	$ 25,374	2021
Bayside Dr	Coast Highway East	End	1,187	38	45,106	Slurry Seal	$ 13,399	2021
Bayview Way	Shearwater Pl	Bayview Pl	575	37	32,838	Slurry Seal	$ 9,755	2021
Beacon Bay	Harbor Island Rd	End	1,170	24	28,080	Slurry Seal	$ 8,341	2021
Begonia Ave	Pacific Dr	Coast Highway East	1,885	28	52,780	Slurry Seal	$ 15,678	2021
Birch St	Mesa Dr	End	232	36	9,552	Slurry Seal	$ 2,837	2021
Blue Water Dr	Salt Air Dr	Crown Dr North	1,100	32	35,028	Slurry Seal	$ 10,405	2021
Bonnie Doon Ter	Patolita Dr	Ramona Dr	1,481	37	54,797	Slurry Seal	$ 16,278	2021
Breakers Dr	Ocean Blvd	Breakers Dr	770	20	18,000	Slurry Seal	$ 5,347	2021
Broad St	Santa Ana Ave	San Bernardino Ave	280	16	4,480	Slurry Seal	$ 1,331	2021
Canal St	Canal Cir (West End)	Sunset Dr	420	30	12,600	Slurry Seal	$ 3,743	2021
Carmel Bay Dr	Point Loma Dr	Spyglass Hill Rd	1,635	36	58,860	Grind and Overlay	$ 143,640	2021
Catalina Dr	Old Newport Blvd	Broad St	1,700	34	57,800	Slurry Seal	$ 17,170	2021
Catalina Dr	Broad St	Clay St	323	34	10,982	Slurry Seal	$ 3,262	2021
Channel Pl	Balboa Blvd	Rivo Alto (River)	295	21	6,195	Slurry Seal	$ 1,840	2021
Chubasco Dr	Evita Dr	Zahma Dr	690	37	25,530	Slurry Seal	$ 7,584	2021
Clay St	Irvine Ave	Tustin Ave	1,339	34	46,126	Slurry Seal	$ 13,702	2021
Cliff Dr	Riverside Ave	Beacon St	1,062	33	35,046	Slurry Seal	$ 10,411	2021
Colton St	Newport Shores Dr	End	170	18	3,060	Slurry Seal	$ 909	2021
Coral Ave	Bay Front South	Park Ave	410	27	11,070	Reconstruction	$ 119,869	2021
Corinthian Way	MacArthur Blvd	Birch St	876	44	38,544	Slurry Seal	$ 11,450	2021
Cortes Cir	Serra Dr	End	90	22	2,980	Slurry Seal	$ 885	2021
Cortland Dr	Rockford Pl	Cameo Highlands Dr	702	37	25,974	Grind and Overlay	$ 91,061	2021
Cortland Dr	Cameo Highlands Dr	Garrett Dr	989	37	36,593	Grind and Overlay	$ 119,695	2021
Dolphin Ter	Bonnie Doone Ter	Patolita Dr	1,266	33	41,778	Slurry Seal	$ 12,410	2021
Dolphin Ter	Patolita Dr	Ramona Dr	1,306	33	43,098	Slurry Seal	$ 12,802	2021
Driftwood Rd	Shorecliff Rd	Morning Canyon Rd	1,100	27	29,700	Slurry Seal	$ 8,822	2021
El Paseo Dr	Bayside Dr	Malabar Dr	550	34	18,700	Slurry Seal	$ 5,555	2021
Evening Canyon Rd	Shorecliff Rd	Morning Canyon Rd	1,995	28	63,360	Slurry Seal	$ 18,821	2021
Evita Dr	Seadrift Dr	Chubasco Dr	220	58	12,760	Slurry Seal	$ 3,790	2021
Fern St	Canal St	Coast Highway West	273	30	8,190	Slurry Seal	$ 2,433	2021
Fernleaf Ave	Coast Highway East	Fifth Ave	370	27	9,990	Slurry Seal	$ 2,968	2021

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Fifth Avenue	Dahlia Ave	Heliotrope Ave	895	33	29,535	Slurry Seal	$ 8,773	2021
Fifth Avenue	Heliotrope Ave	Iris Ave	290	32	9,280	Slurry Seal	$ 2,757	2021
Fifth Avenue	Jasmine Ave	Marguerite Ave	630	28	18,390	Slurry Seal	$ 5,463	2021
Fifth Avenue	Marigold Ave	Poppy Ave	1,175	36	42,300	Slurry Seal	$ 12,565	2021
First Ave	Begonia Ave	Carnation Ave	270	27	7,290	Slurry Seal	$ 2,166	2021
First Ave	Fernleaf Ave	Goldenrod Ave	270	27	7,290	Slurry Seal	$ 2,166	2021
First Ave	Goldenrod Ave	Heliotrope Ave	270	27	7,290	Slurry Seal	$ 2,166	2021
First Ave	Heliotrope Ave	Iris Ave	270	27	7,290	Slurry Seal	$ 2,166	2021
First Ave	Iris Ave	Jasmine Ave	270	27	7,290	Slurry Seal	$ 2,166	2021
Fourth Ave	Avocado Ave	Acacia Ave	265	27	7,155	Slurry Seal	$ 2,125	2021
Galatea Ter	Bayadere Ter	Angelita Dr	1,750	33	57,750	Slurry Seal	$ 17,155	2021
Gary Pl	15th St	End	260	33	8,580	Slurry Seal	$ 2,549	2021
Goldenrod Ave	Coast Highway East	Fourth Ave	190	27	5,130	Slurry Seal	$ 1,524	2021
Goldenrod Ave	Fourth Ave	Fifth Ave	350	27	9,450	Slurry Seal	$ 2,807	2021
Goldenrod Ave	Crown Dr	Wavecrest Dr	635	35	22,225	Slurry Seal	$ 6,602	2021
Granville Dr	Newport Center Dr	Gate	388	26	10,088	Slurry Seal	$ 2,997	2021
Hazel Dr	Poppy Ave (south side)	Coast Highway East	1,375	21	29,875	Slurry Seal	$ 8,874	2021
Hazel Dr	Coast Highway East	577' N of Coast Highway East	577	30	17,310	Slurry Seal	$ 5,142	2021
Heliotrope Ave	Ocean Blvd	Bayview Dr	400	27	10,800	Slurry Seal	$ 3,208	2021
Heliotrope Ave	Bayside Dr	Coast Highway East	1,015	28	28,420	Slurry Seal	$ 8,442	2021
Heliotrope Ave	Coast Highway East	Fifth Ave	785	27	21,195	Slurry Seal	$ 6,296	2021
Highland St	North End	Coast Highway West	260	30	7,800	Slurry Seal	$ 2,317	2021
Iris Ave	Coast Highway East	Fifth Ave	945	27	25,515	Slurry Seal	$ 7,579	2021
Irvine Ter	Coast Highway East	Bonnie Doone Ter	115	64	7,360	Slurry Seal	$ 2,186	2021
Island Ave	Bay Ave East	Balboa Blvd West	164	33	5,412	Slurry Seal	$ 1,608	2021
Jasmine Ave	Coast Highway East	Third Ave	508	27	13,716	Slurry Seal	$ 4,074	2021
Jasmine Ave	Third Ave	Fifth Ave	760	27	20,520	Slurry Seal	$ 6,096	2021
Kewamee Dr	Seadrift Dr	Avocado Ave	1,150	37	42,550	Slurry Seal	$ 12,640	2021
K-Thanga Dr	Dolphin Ter	Bonnie Doone Ter	275	33	9,075	Slurry Seal	$ 2,696	2021
La Felicidad	Camelback St	La Salud	300	44	13,200	Slurry Seal	$ 3,921	2021
La Jolla Dr	Santa Ana Ave	End	175	16	2,800	Slurry Seal	$ 832	2021
La Salud	La Felicidad	South End	431	44	20,964	Slurry Seal	$ 6,227	2021
Lancaster St	Canal St	30' S of End	60	29	1,740	Slurry Seal	$ 517	2021
Lindo Ave	Bay Ave West	Alley N of Bay Ave West	553	23	12,719	Slurry Seal	$ 3,778	2021
Lugonia St	Seashore Dr	Ocean Front Alley West	59	19	1,121	Slurry Seal	$ 333	2021

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	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Malabar Dr	Seadrift Dr/El Paseo Dr	Bonnie Doone Ter	688	37	25,456	Slurry Seal	$ 7,562	2021
Marapata Dr	Sabrina Ter	Kewamee Dr	690	37	25,530	Slurry Seal	$ 7,584	2021
Marcus Ave	Rialto	Channel Pl	735	16	11,760	Slurry Seal	$ 3,493	2021
Marigold Ave	Third Ave	Fourth Ave	345	27	9,315	Slurry Seal	$ 2,767	2021
Marine Ave	North Bridge End	Bayside Dr	300	20	10,800	Slurry Seal	$ 3,208	2021
Michael Pl	15th St	End	260	34	8,840	Slurry Seal	$ 2,626	2021
Mission Bay Dr	Point Loma Dr	Spyglass Hill Rd	1,818	36	65,448	Grind and Overlay	$ 159,717	2021
Monterey Cir	Carmel Bay Dr	End	528	32	18,696	Grind and Overlay	$ 45,625	2021
Morning Canyon Rd	Serra Dr	Seaward Rd	920	35	32,200	Slurry Seal	$ 9,565	2021
Morning Canyon Rd	Seaward Rd	Coast Highway East	350	35	12,250	Slurry Seal	$ 3,639	2021
Morning Canyon Rd	Coast Highway East	Shorecliff Rd	1,462	27	41,964	Slurry Seal	$ 12,466	2021
Narcissus Ave	Fifth Ave	Geranium	344	36	12,384	Slurry Seal	$ 3,679	2021
Neptune Ave	46th St	51st St	1,075	24	25,800	Slurry Seal	$ 7,664	2021
Neptune Ave	51st St	End	750	25	18,750	Slurry Seal	$ 5,570	2021
Newport Ridge Dr East	San Joaquin Hills Rd	Park Crest	1,520	40	59,300	Slurry Seal	$ 17,615	2021
Newport Ridge Dr East	Park Crest	St Michael	2,215	40	88,600	Slurry Seal	$ 26,319	2021
Newport Ridge Dr West	St Michael	Whitesands	1,420	40	56,800	Slurry Seal	$ 16,873	2021
Newport Ridge Dr West	Whitesands	San Joaquin Hills Rd	1,220	40	47,700	Slurry Seal	$ 14,169	2021
Newport Shores Dr	Walnut St	61st St	827	20	16,540	Slurry Seal	$ 4,913	2021
Orange St	Canal St	Coast Highway West	468	35	16,380	Slurry Seal	$ 4,866	2021
Orange St	Coast Highway West	Ocean Front Alley West	166	32	5,312	Slurry Seal	$ 1,578	2021
Orchid Hill Pl	Upper Bay Dr	End	425	34	14,450	Slurry Seal	$ 4,292	2021
Palm St	Ocean Front Alley East	Ocean Front East	135	31	4,185	Slurry Seal	$ 1,243	2021
Pelican Hill Rd S	Pelican Hill Cir (South Side)	Newport Coast Dr	5,650	24	142,600	Slurry Seal	$ 42,360	2021
Piazza Lido	Via Florence	Via Havre	510	58	29,580	Slurry Seal	$ 8,787	2021
Point Loma Dr	Mission Bay Dr	Point Arena Way	1,350	32	43,950	Grind and Overlay	$ 107,254	2021
Powell Pl	15th St	End	220	34	7,480	Slurry Seal	$ 2,222	2021
Prospect St	Cedar St	Newport Shores Dr	785	29	22,765	Slurry Seal	$ 6,762	2021
Prospect St	Newport Shores Dr	Coast Highway West	180	24	4,320	Slurry Seal	$ 1,283	2021
Prospect St	Coast Highway West	Seashore Dr	75	46	3,450	Slurry Seal	$ 1,025	2021
Prospect St	Seashore Dr	Ocean Front Alley West	54	18	972	Slurry Seal	$ 289	2021
Quail St	Spruce St	Dove St	1,276	44	56,144	Slurry Seal	$ 16,678	2021
Ramona Dr	Dolphin Ter	Santanella Ter	511	33	16,863	Slurry Seal	$ 5,009	2021
Ridge Park Rd	West Coast Peak	Talmont	1,216	37	44,992	Slurry Seal	$ 13,365	2021
River Ave	42nd St	Channel Pl	340	28	9,520	Slurry Seal	$ 2,828	2021

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
River Ave	Alley #325	Balboa Blvd	330	25	8,250	Slurry Seal	$ 2,451	2021
River Ave	Balboa Blvd	51st St	1,100	38	41,800	Slurry Seal	$ 12,417	2021
River Ave	51st St	End	1,250	38	47,500	Slurry Seal	$ 14,110	2021
Rivera Ter	Seaward Rd	End	328	23	8,544	Slurry Seal	$ 2,538	2021
Riverside Ave	Avon St	Cliff Dr	943	52	49,036	Slurry Seal	$ 14,566	2021
Rockford Pl	Rockford Rd	End	250	37	11,050	Grind and Overlay	$ 26,966	2021
Rocky Point Rd	Goleta Point Dr	End	465	32	16,380	Grind and Overlay	$ 47,057	2021
Ruby Ave	Bay Front North	Balboa Ave	456	28	12,768	Reconstruction	$ 159,833	2021
Ruby Ave	Balboa Ave	Park Ave	435	28	12,180	Reconstruction	$ 152,472	2021
Ruby Ave	Park Ave	Bay Front South	418	27	11,286	Reconstruction	$ 141,281	2021
Sabrina Ter	Seadrift Dr	Angelita Dr	1,722	33	56,826	Slurry Seal	$ 16,880	2021
Salt Air Cir	Salt Air Dr	End	335	32	13,520	Slurry Seal	$ 4,016	2021
Sand Point Way	Windover Dr	Wavecrest Dr	280	36	11,580	Slurry Seal	$ 3,440	2021
Sandpiper Dr	Ebbtide Rd	Setting Sun Dr	435	33	14,855	Slurry Seal	$ 4,413	2021
Santanella Ter	Patolita Dr	Malabar Dr	1,605	33	52,965	Slurry Seal	$ 15,733	2021
Santiago Dr	Pescador Dr	Polaris Dr	394	37	15,178	Grind and Overlay	$ 37,040	2021
Schooner Rd	Beacon Bay	End	290	24	6,960	Slurry Seal	$ 2,067	2021
Scott Dr	Corinthian Way	Dove St	513	44	22,572	Slurry Seal	$ 6,705	2021
Sea Ln	Harbor View Dr	Goldenrod Ave	1,340	37	49,580	Slurry Seal	$ 14,728	2021
Seabreeze Ln	Tiller Way	Surfview Ln	1,110	32	36,520	Slurry Seal	$ 10,848	2021
Seadrift Dr	Malabar Dr	Zahma Dr	1,660	37	61,420	Slurry Seal	$ 18,245	2021
Seashore Dr	Orange St	End	1,475	27	41,625	Slurry Seal	$ 12,365	2021
Seaview Ave	Goldenrod Ave	Jasmine Ave	909	30	27,270	Reconstruction	$ 341,372	2021
Seaview Ave	Marguerite Ave	Narcissus Ave	615	30	18,450	Reconstruction	$ 230,961	2021
Seaview Ave	Poinsettia Ave	Poppy Ave	270	28	7,560	Slurry Seal	$ 2,246	2021
Seaward Rd	De Anza Dr	Serra Dr	914	35	31,990	Slurry Seal	$ 9,503	2021
Seaward Rd	Serra Dr	Coast Highway East	349	35	12,215	Slurry Seal	$ 3,628	2021
Seaward Rd	Coast Highway East	Evening Canyon Rd	235	37	9,195	Slurry Seal	$ 2,731	2021
Seaward Rd	Evening Canyon Rd	Driftwood Rd	287	27	7,749	Slurry Seal	$ 2,302	2021
Serra Dr	Seaward Rd	De Anza Dr	1,305	35	45,675	Slurry Seal	$ 13,568	2021
Shorecliff Rd	Evening Canyon Rd	End	817	27	26,559	Slurry Seal	$ 7,889	2021
Spruce Ave	Bristol St South	Azure Ave	1,824	35	63,840	Slurry Seal	$ 18,964	2021
St Andrews Rd	Clay St	15th St	600	34	20,400	Grind and Overlay	$ 49,783	2021
Starboard Way	Windover Dr	Wavecrest Dr	357	32	11,424	Slurry Seal	$ 3,394	2021
Surfview Ln	Tiller Wy	Seabreeze Lane	720	32	24,040	Slurry Seal	$ 7,141	2021

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Tahuna Ter	Marapata Dr	Angelita Dr	1,235	33	40,755	Slurry Seal	$ 12,106	2021
Third Ave	Acacia Ave	Begonia Ave	265	27	7,155	Slurry Seal	$ 2,125	2021
Third Ave	Heliotrope Ave	Iris Ave	263	27	7,101	Slurry Seal	$ 2,109	2021
Third Ave	Poinsettia Ave	Poppy Ave	270	28	7,560	Slurry Seal	$ 2,246	2021
Twin Lakes Cir	Carmel Bay Dr	End	162	32	6,684	Grind and Overlay	$ 20,887	2021
Upper Bay Dr	Mesa Dr	Orchid Hill Pl	527	36	18,972	Slurry Seal	$ 5,636	2021
Via Dijon	Via Lido Soud	Via Lido Nord	570	20	11,400	Slurry Seal	$ 3,386	2021
Via Graziana	Piazza Lido	Via Lido Nord	470	16	7,520	Slurry Seal	$ 2,234	2021
Via Ithaca	Via Lido Soud	Via Lido Nord	970	20	19,400	Slurry Seal	$ 5,763	2021
Via Lido Nord	Via Zurich	Via Waziers	540	33	17,820	Slurry Seal	$ 5,293	2021
Via Mentone	Vai Lido Soud	Via Lido Nord	850	20	17,000	Slurry Seal	$ 5,050	2021
Via Palermo	Via Lido Soud	Via Lido Nord	762	22	16,764	Slurry Seal	$ 4,980	2021
Via Undine	Via Lido Soud	Via Lido Nord	570	20	11,400	Slurry Seal	$ 3,386	2021
Via Yella	Via Lido Soud	Via Lido Nord	465	20	9,300	Slurry Seal	$ 2,763	2021
Vista Ridge Rd	Altezza Dr	Ocean Heights Dr	1,857	37	68,709	Slurry Seal	$ 20,410	2021
Vista Ridge Rd	Ocean Heights Dr	Coastal Canyon Dr	2,067	37	76,479	Slurry Seal	$ 22,718	2021
Vista Ridge Rd	Coastal Canyon Dr	Ocean Heights Dr	1,695	37	62,715	Slurry Seal	$ 18,630	2021
Vista Ridge Rd	Ocean Heights Dr	Ridge Park Rd	619	37	22,903	Slurry Seal	$ 6,803	2021
Walnut St	Prospect St	Newport Shores Dr	886	29	25,694	Grind and Overlay	$ 62,703	2021
Walnut St	Newport Shores Dr	Coast Highway West	165	19	3,135	Slurry Seal	$ 931	2021
Washington St	Bay Ave East	Balboa Blvd East	140	20	2,800	Slurry Seal	$ 832	2021
Wayne Rd	Rockford Rd	Cameo Highlands Dr	695	33	22,935	Grind and Overlay	$ 55,970	2021
Yawl Rd	Beacon Bay	End	250	24	6,000	Slurry Seal	$ 1,782	2021
Zahma Dr	Kewamee Dr	Chubasco Dr	530	37	19,610	Slurry Seal	$ 5,825	2021
10th St	North End	Bay Ave West	36	26	936	Slurry Seal	$ 286	2022
12th St	Bay Ave West	Balboa Blvd West	215	28	5,180	Slurry Seal	$ 1,585	2022
15th St	Bolsa Ave	Santa Ana Ave	960	18	17,280	Slurry Seal	$ 5,287	2022
21st St	North End	Balboa Blvd West	442	24	10,608	Slurry Seal	$ 3,246	2022
23rd St	City Limits	Tustin Ave	943	35	33,005	Slurry Seal	$ 10,098	2022
23rd St	Tustin Ave	Irvine Ave	778	35	27,230	Slurry Seal	$ 8,331	2022
28th St	East End	Villa Way	75	14	1,050	Slurry Seal	$ 321	2022
33rd St	Seashore Dr	Ocean Front West	135	16	2,160	Slurry Seal	$ 661	2022
36th St	Finley Ave	Short St	305	16	4,880	Slurry Seal	$ 1,493	2022
40th St	Channel Pl	Marcus Ave	130	16	2,080	Slurry Seal	$ 636	2022
41st St	Balboa Blvd	Seashore Dr	330	18	6,060	Slurry Seal	$ 1,854	2022

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51st St	River Ave	Seashore Dr	330	20	6,600	Slurry Seal	$ 2,019	2022
61st St	Seashore Dr	Ocean Front West	85	19	1,615	Slurry Seal	$ 494	2022
62nd St	Canal St	Cedar St	860	29	24,940	Slurry Seal	$ 7,631	2022
62nd St	Newport Shores Dr	Coast Highway West	165	18	2,970	Slurry Seal	$ 909	2022
62nd St	Seashore Dr	Ocean Front Alley West	55	18	990	Slurry Seal	$ 303	2022
Apolena Ave	Bay Front North	Balboa Ave	573	27	15,471	Reconstruction	$ 199,479	2022
Apolena Ave	Park Ave	Bay Ave South	414	27	11,178	Reconstruction	$ 144,126	2022
Arbutus St	Alta Vista Dr	End	225	32	7,200	Slurry Seal	$ 2,203	2022
Avocado Ave	Pacific Dr	160' N of Pacific Dr	160	16	2,560	Slurry Seal	$ 783	2022
Avocado Ave	Waterfront Dr	Coast Highway East	1,460	86	99,420	Slurry Seal	$ 30,419	2022
Babcock St SB	City Limit	16th St West	306	33	10,098	Slurry Seal	$ 3,090	2022
Back Bay Dr	Beginning of PCC Section	End of PCC Section	90	22	1,980	Reconstruction	$ 25,530	2022
Bay Ave W	10th St	9th St	470	33	15,510	Slurry Seal	$ 4,746	2022
Bay Ave W	7th St	6th St	450	28	12,600	Slurry Seal	$ 3,855	2022
Bayadere Ter	Sabrina Ter	Angelita Dr	2,310	33	76,230	Slurry Seal	$ 23,324	2022
Beacon St	Westminster Ave	Holmwood Dr	240	34	8,160	Slurry Seal	$ 2,497	2022
Beryl Ln	Priscilla Ln	Vivian Ln	1,196	34	41,864	Slurry Seal	$ 12,809	2022
Blue Gum Ln	Westcliff Dr	End	700	32	25,500	Slurry Seal	$ 7,802	2022
Bonnie Doon Ter	Dolphin Ter	Patolita Dr	1,067	37	39,479	Slurry Seal	$ 12,079	2022
Bonnie Doon Ter	Ramona Dr	Malabar Dr	350	37	12,950	Slurry Seal	$ 3,962	2022
Brighton Rd	Cameo Shores Rd	Camden Dr	1,390	33	48,370	Slurry Seal	$ 14,799	2022
Camden Dr	Cameo Shores Rd	Milford Dr	1,345	33	44,385	Slurry Seal	$ 13,580	2022
Cameo Highlands Dr	Coast Highway East	Garrett Dr	1,420	37	49,321	Grind and Overlay	$ 215,057	2022
Cameo Shores Rd	Coast Highway East	Orrington Rd	1,088	37	37,777	Slurry Seal	$ 11,558	2022
Cameo Shores Rd	Orrington Rd	Brighton Rd	956	37	35,372	Slurry Seal	$ 10,823	2022
Canal Cir	Canal St	Canal St	265	29	7,685	Slurry Seal	$ 2,351	2022
Canal St	62nd St	Canal Cir (West End)	270	30	8,100	Slurry Seal	$ 2,478	2022
Canal St	Sunset Dr	Grant St	969	30	29,070	Slurry Seal	$ 8,894	2022
Carnation Ave	Bayside Dr	First Ave	458	27	12,366	Slurry Seal	$ 3,784	2022
Cedar St	East End	Prospect St	300	29	8,700	Slurry Seal	$ 2,662	2022
Cedar St	Seashore Dr	Ocean Front Alley West	57	19	1,083	Slurry Seal	$ 331	2022
Channel Pl	Rivo Alto	39th St	743	16	11,888	Slurry Seal	$ 3,637	2022
Channel Pl	39th St	Rialto	440	16	7,040	Slurry Seal	$ 2,154	2022
Cherry Tree Ln	Redland Dr	End	200	34	6,800	Slurry Seal	$ 2,081	2022
Cliff Dr	Irvine Ave	Riverside Ave	1,684	56	92,820	Slurry Seal	$ 28,400	2022

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Colton St	Seashore Dr	Ocean Front Alley West	60	18	1,080	Slurry Seal	$ 330	2022
Coral Ave	Balboa Ave	Park Ave	417	27	11,259	Reconstruction	$ 145,171	2022
Cove St	Fernleaf Ave	End	165	24	3,960	Slurry Seal	$ 1,212	2022
Cumberland Ln	Sussex Ln	Dover Dr	435	34	15,390	Slurry Seal	$ 4,709	2022
Cypress St (S/A Heights)	Mesa Dr	Orchard Dr	1,320	36	47,520	Slurry Seal	$ 14,539	2022
Cypress St (S/A Heights)	Cul De Sac	Bristol St South	260	36	9,360	Slurry Seal	$ 2,864	2022
Dahlia Ave	200' S of First St	Coast Highway East	1,490	27	40,230	Slurry Seal	$ 12,309	2022
Dahlia Ave	Coast Highway East	Fifth Ave	165	27	4,455	Slurry Seal	$ 1,363	2022
Dawnview Ln	Redland Dr	Redland Dr	160	33	5,280	Slurry Seal	$ 1,615	2022
Deborah Ln	Vivian Ln	Sylvia Ln	633	34	22,122	Slurry Seal	$ 6,769	2022
Doris Ln	Dover Dr	Ruth Ln	241	36	8,676	Slurry Seal	$ 2,655	2022
Dorothy Ln	Estelle Ln	Marian Ln	920	34	31,280	Slurry Seal	$ 9,571	2022
Dover Dr	Westcliff Dr	Dover Dr (Arterial)	170	36	5,460	Slurry Seal	$ 1,671	2022
Evening Star Ln	Polaris Dr	End	980	33	34,840	Slurry Seal	$ 10,660	2022
Fairfield Dr	Cameo Shores Rd	Milford Dr	1,355	33	44,715	Slurry Seal	$ 13,681	2022
Fairhill Dr	23rd St	End	543	34	18,462	Slurry Seal	$ 5,649	2022
Fern St	Seashore Dr	Ocean Front Alley West	62	17	1,054	Slurry Seal	$ 322	2022
Fernleaf Ave	250' S of First St	Coast Highway East	1,260	27	34,020	Slurry Seal	$ 10,409	2022
Finley Ave	Rialto	38th St	35	16	560	Slurry Seal	$ 171	2022
First Ave	Carnation Ave	Dahlia Ave	271	27	7,317	Slurry Seal	$ 2,239	2022
First Ave	Dahlia Ave	Fernleaf Ave	270	27	7,290	Slurry Seal	$ 2,230	2022
Fourth Ave	Acacia Ave	Begonia Ave	267	27	7,209	Slurry Seal	$ 2,206	2022
Fourth Ave	Begonia Ave	Carnation Ave	265	27	7,155	Slurry Seal	$ 2,189	2022
Fourth Ave	Carnation Ave	Dahlia Ave	265	27	7,155	Slurry Seal	$ 2,189	2022
Fullerton Ave	Cliff Dr	Beacon St	423	35	14,805	Slurry Seal	$ 4,530	2022
G St	Balboa Blvd East	Ocean Blvd	204	36	6,344	Slurry Seal	$ 1,941	2022
Galaxy Dr	Santiago Dr (South End)	Rigel Cir	1,459	37	53,983	Grind and Overlay	$ 219,300	2022
Galaxy Dr	Rigel Cir	Mariners Dr	1,956	37	72,372	Slurry Seal	$ 22,143	2022
Galaxy Dr	Mariners Dr	Holiday Dr	1,452	34	49,368	Grind and Overlay	$ 200,552	2022
Galaxy Dr	Hoilday Dr	Santiago Dr (North End)	2,202	34	74,868	Slurry Seal	$ 22,907	2022
Goldenrod Ave	End	Coast Highway East	1,124	28	31,472	Slurry Seal	$ 9,629	2022
Gorham Dr	Cameo Shores Rd	Milford Dr	1,400	33	46,200	Slurry Seal	$ 14,136	2022
Grant St	North End	Coast Highway West	325	29	9,425	Slurry Seal	$ 2,884	2022
Hampden Rd	Milford Dr	Cameo Shores Rd	930	37	34,410	Slurry Seal	$ 10,528	2022
Hampden Rd	Cameo Shores Rd	End	213	37	8,131	Slurry Seal	$ 2,488	2022

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Hampshire Cir	Antigua Way	Antigua Way	751	34	25,534	Slurry Seal	$ 7,812	2022
Harrow Pl	Dover Dr	End	155	33	7,615	Slurry Seal	$ 2,330	2022
Highland Dr	Mariners Dr	Irvine Ave	1,945	37	71,965	Slurry Seal	$ 22,019	2022
Highland St	Seashore Dr	Ocean Front Alley West	72	17	1,224	Slurry Seal	$ 375	2022
Hilaria Way	North End	Flagship Dr	230	38	8,740	Slurry Seal	$ 2,674	2022
Holly Ln	Tustin Ave	Irvine Ave	1,286	34	43,724	Slurry Seal	$ 13,378	2022
Holmwood Dr	Catalina Dr	Broad St	1,380	34	46,920	Slurry Seal	$ 14,356	2022
Inlet Isle Dr	Topside Ln	Sandcastle Dr	1,088	32	37,066	Slurry Seal	$ 11,341	2022
Iris Ave	Ocean Blvd	Seaview Ave	625	28	17,500	Slurry Seal	$ 5,354	2022
Iris Ave	Bayside Dr	Coast Highway East	722	27	19,494	Slurry Seal	$ 5,964	2022
Jasmine Ave	Ocean Blvd	88' N of Ocean Blvd	88	28	2,464	Reconstruction	$ 31,770	2022
Jasmine Ave	Bayside Dr	Coast Highway East	480	28	13,440	Slurry Seal	$ 4,112	2022
Kent Ln	Sussex Ln	Dover Dr	415	34	14,110	Slurry Seal	$ 4,317	2022
Ketch Rd	Beacon Bay	End	310	24	7,440	Slurry Seal	$ 2,276	2022
Key Bay	Park Green Dr	End	80	64	5,120	Slurry Seal	$ 1,567	2022
Key View	Sandcastle Dr	End	115	34	5,410	Slurry Seal	$ 1,655	2022
Kline Dr	South End	Orchard Dr	625	28	19,000	Slurry Seal	$ 5,813	2022
La Linda Ct	23rd St	End	199	32	6,368	Slurry Seal	$ 1,948	2022
La Linda Pl	23rd St	End	548	37	22,076	Slurry Seal	$ 6,754	2022
Lake Park Ln	23rd St	Tustin Ave	430	25	10,750	Slurry Seal	$ 3,289	2022
Lancaster St	62nd St	61st St	79	30	2,370	Slurry Seal	$ 725	2022
Leeward Ln	Tradewinds Ln	Holiday Rd	1,865	33	61,545	Slurry Seal	$ 18,831	2022
Lighthouse Ln	Salt Air Dr	Blue Water Dr	1,065	32	35,580	Slurry Seal	$ 10,886	2022
Lugonia St	Newport Shores Dr	Coast Highway West	167	19	3,173	Slurry Seal	$ 971	2022
Marcus Ave	33rd St	34th St	229	26	5,954	Slurry Seal	$ 1,822	2022
Marcus Ave	35th St	36th St	220	26	5,720	Slurry Seal	$ 1,750	2022
Marcus Ave	36th St	Rialto	164	26	4,264	Slurry Seal	$ 1,305	2022
Marian Ln	Highland Dr	Ruth Ln	1,048	38	39,824	Slurry Seal	$ 12,185	2022
Marigold Ave	Seaview Ave	Coast Highway East	585	28	16,380	Slurry Seal	$ 5,012	2022
Mariners Dr	Irvine Ave	Dover Dr	1,450	38	55,100	Slurry Seal	$ 16,859	2022
Mariners Dr	Dover Dr	Santiago Dr	2,212	38	84,056	Slurry Seal	$ 25,718	2022
Marlin Way	Shipway Ln	Terrapin Way	725	33	25,725	Slurry Seal	$ 7,871	2022
Meadow Ln	Tustin Ave	End	195	35	9,325	Slurry Seal	$ 2,853	2022
Mesa Dr	Cypress St	End	1,345	37	49,765	Slurry Seal	$ 15,226	2022
Milford Dr	Hampden Rd	Orrington Rd	875	37	32,375	Slurry Seal	$ 9,906	2022

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Milford Dr	Orrington Rd	Camden Dr	801	37	32,137	Slurry Seal	$ 9,833	2022
Monrovia Ave	15th St West	End	535	39	20,865	Slurry Seal	$ 6,384	2022
Narcissus Ave	175' S of Fifth Ave	Fifth Ave	163	30	4,890	Reconstruction	$ 63,050	2022
Newport Coast Dr SB	73 Freeway Bridge	Sage Hill	2,235	44	98,340	Slurry Seal	$ 30,089	2022
Newport Shores Dr	Orange St	Walnut St	632	20	12,640	Slurry Seal	$ 3,867	2022
Nordina St	Seashore Dr	Ocean Front Alley West	85	17	1,445	Slurry Seal	$ 442	2022
North Star Ln	White Cliffs Dr	End	850	33	30,550	Slurry Seal	$ 9,347	2022
Nottingham Rd	Dover Dr	Santiago Dr	1,758	38	66,804	Slurry Seal	$ 20,440	2022
Ocean View Ave	Tustin Ave	Cliff Dr	922	24	22,128	Slurry Seal	$ 6,770	2022
Olive St	Seashore Dr	Ocean Front West	172	17	2,924	Slurry Seal	$ 895	2022
Onyx Ave	Bay Front North	Balboa Ave	575	27	15,525	Reconstruction	$ 200,176	2022
Onyx Ave	Balboa Blvd	Park Ave	420	27	11,340	Reconstruction	$ 146,215	2022
Orrington Rd	Cameo Shores Rd	Milford Dr	1,425	33	47,025	Slurry Seal	$ 14,388	2022
Outrigger Dr	Keel Dr	Sandcastle Dr	1,454	33	47,255	Slurry Seal	$ 14,458	2022
Patolita Dr	Dolphin Ter	Bonnie Doone Ter	490	33	16,170	Slurry Seal	$ 4,947	2022
Peach Tree Ln	Redland Dr	End	202	34	6,868	Slurry Seal	$ 2,101	2022
Pembroke Ln	Mariners Dr	Cornwall Ln	930	34	32,220	Slurry Seal	$ 9,858	2022
Perham Rd	Cameo Shores Rd	Milford Dr	1,380	33	45,540	Slurry Seal	$ 13,934	2022
Piazza Genoa	Via Lido Soud	Via Genoa	192	45	8,640	Slurry Seal	$ 2,644	2022
Poinsettia Ave	Ocean Blvd	Seaview Ave	547	28	15,316	Slurry Seal	$ 4,686	2022
Poinsettia Ave	Seaview Ave	Coast Highway East	638	28	17,864	Slurry Seal	$ 5,466	2022
Polaris Dr	Galaxy Dr	Evening Star Ln	1,232	36	44,352	Slurry Seal	$ 13,570	2022
Polaris Dr	Evening Star Ln	Santiago Dr	1,718	36	62,148	Slurry Seal	$ 19,015	2022
Pork Barrel Way (35th 1/2 St)	Finley Ave	End	80	16	1,280	Slurry Seal	$ 392	2022
Quiet Cove	Tiller Way	End	470	32	16,540	Slurry Seal	$ 5,061	2022
Redlands Ave	Clay St	Cliff Dr	730	34	24,820	Slurry Seal	$ 7,594	2022
Redlands Dr	South End	23rd St	203	33	6,699	Slurry Seal	$ 2,050	2022
Redlands Dr	23rd St	Dawnview Ln	550	33	18,150	Slurry Seal	$ 5,553	2022
Redlands Dr	Dawnview Ln	Santa Isabel Ave	768	33	25,344	Slurry Seal	$ 7,754	2022
Rigel Cir	Galaxy Dr	End	170	56	12,020	Slurry Seal	$ 3,678	2022
Roxbury Rd	Cameo Shores Rd	Milford Dr	1,197	33	39,501	Slurry Seal	$ 12,086	2022
Ruth Ln	Estelle Ln	Marian Ln	631	34	22,654	Slurry Seal	$ 6,931	2022
San Nicolas Dr	Newport Center Dr East	Avocado Ave	1,080	78	84,240	Grind and Overlay	$ 552,199	2022
Santa Ana Ave	Clay St	15th St	627	36	22,572	Slurry Seal	$ 6,906	2022
Santana Dr	Dolphin Ter	Bonnie Doone Ter	375	33	12,375	Slurry Seal	$ 3,786	2022

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Santiago Dr	Irvine Ave	Galaxy Dr	874	36	31,464	Slurry Seal	$ 9,627	2022
Santiago Dr	Mariners Dr	Nottingham Rd	2,360	36	84,960	Slurry Seal	$ 25,995	2022
Santiago Dr	Nottingham Rd	Pescador Dr	1,445	36	52,020	Slurry Seal	$ 15,916	2022
Sausalito Dr	Marguerite Ave	End	600	36	23,100	Slurry Seal	$ 7,068	2022
Sea Gull Ln	Sherington Pl	16th St	900	37	33,300	Grind and Overlay	$ 200,272	2022
Seashore Dr	42nd St	45th St	630	28	17,640	Slurry Seal	$ 5,397	2022
Seashore Dr	46tth St	45th St	205	28	5,740	Slurry Seal	$ 1,756	2022
Seaview Ave	Carnation Ave	Goldenrod Ave	857	30	25,710	Reconstruction	$ 331,499	2022
Seaview Ave	Narcissus Ave	Orchid Ave	256	28	7,040	Slurry Seal	$ 2,154	2022
Seaview Ave	Orchid Ave	Poinsettia Ave	270	28	7,425	Slurry Seal	$ 2,272	2022
Second Ave	Carnation Ave	Heliotrope Ave	1,200	28	33,600	Slurry Seal	$ 10,280	2022
Serenade Ter	Dolphin Ter	Ramona Dr	1,000	33	33,000	Slurry Seal	$ 10,097	2022
Shell St	Way Ln	End	145	32	3,770	Slurry Seal	$ 1,153	2022
Sherington Pl	Irvine Ave	Sea Gull Ln	1,432	37	52,984	Grind and Overlay	$ 290,379	2022
Sunset Dr	Lugonia St	End	363	29	10,527	Slurry Seal	$ 3,221	2022
Sussex Ln	Dover Dr	Cumberland Ln	1,205	34	41,570	Slurry Seal	$ 12,719	2022
Teresita Ln	Kathleen Ln	Vivian Ln	530	35	19,150	Slurry Seal	$ 5,859	2022
Terrapin Way	Shipway Ln	Marlin Way	450	33	15,450	Slurry Seal	$ 4,727	2022
Third Ave	Dahlia Ave	Fernleaf Ave	265	27	7,155	Slurry Seal	$ 2,189	2022
Topaz Ave	Collins Ave	Park Ave	238	23	5,474	Reconstruction	$ 70,580	2022
Topside Ln	Sandcastle Dr	Inlet Isle Dr	626	32	20,782	Slurry Seal	$ 6,359	2022
Tremont Ln	Cameo Shores Rd	Milford Dr	1,420	33	46,860	Slurry Seal	$ 14,337	2022
Tustin Ave	Santiago Dr	23rd St	1,305	34	44,370	Slurry Seal	$ 13,576	2022
Tustin Ave	South End	Santa Isabel Ave	330	37	12,700	Slurry Seal	$ 3,886	2022
Tustin Ave	Santa Isabel Ave	North End	580	37	25,400	Slurry Seal	$ 7,771	2022
Via Eboli	Via Lido Soud	Via Lido Nord	702	20	14,040	Slurry Seal	$ 4,296	2022
Via Genoa	Via Lido Soud	Piazza Lido	440	43	18,920	Slurry Seal	$ 5,789	2022
Via Graziana	Via Havre	Piazza Lido	490	18	8,820	Slurry Seal	$ 2,699	2022
Via Jucar	Via Lido Soud	Via Lido Nord	925	23	21,275	Slurry Seal	$ 6,509	2022
Via Lido Soud	Via Lido Nord (West Side)	Via Antibes	280	20	6,800	Slurry Seal	$ 2,081	2022
Via Nice	Via Lido Soud	Via Lido Nord	810	20	16,200	Slurry Seal	$ 4,957	2022
Via Orvieto	Via Lido Soud	Via Lido Nord	785	23	18,055	Slurry Seal	$ 5,524	2022
Via Quito	Vai Lido Soud	Via Lido Nord	710	20	14,200	Slurry Seal	$ 4,345	2022
Vista Baya	West End	Tustin Ave	527	33	19,891	Slurry Seal	$ 6,086	2022
Vista Baya	Tustin Ave	East End	430	24	13,305	Slurry Seal	$ 4,071	2022

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Vista Del Sol	Vista Del Oro	Eastbluff Dr	470	60	28,200	Slurry Seal	$ 8,628	2022
Vivian Ln	Beryl Ln	Diana Ln	794	34	28,196	Slurry Seal	$ 8,627	2022
Walnut St	Seashore Dr	Ocean Front Alley West	55	18	990	Slurry Seal	$ 303	2022
Warwick Ln	Marian Ln	Nottingham Rd	244	33	8,052	Slurry Seal	$ 2,464	2022
15th St	Kings Pl	St James Pl	210	35	7,350	Slurry Seal	$ 2,316	2023
26th St	East End	Newport Blvd	140	29	4,060	Slurry Seal	$ 1,279	2023
33rd St	Lake Ave	Balboa Blvd	275	18	4,950	Slurry Seal	$ 1,560	2023
34th St	Clubhouse Ave	Rivo Alto	165	16	2,640	Slurry Seal	$ 832	2023
35th St	Finley Ave	Rivo Alto	70	16	1,120	Slurry Seal	$ 353	2023
36th St	Short St	Clubhouse Ave	340	16	5,440	Slurry Seal	$ 1,714	2023
38th St	North End	Channel Pl	34	16	544	Slurry Seal	$ 171	2023
39th St	Channel Pl	Marcus Ave	275	16	4,400	Slurry Seal	$ 1,387	2023
40th St	Marcus Ave	Rivo Alto	35	16	560	Slurry Seal	$ 176	2023
A St	Ocean Front East	South End	535	60	32,100	Grind and Overlay	$ 83,106	2023
Abalone Ave	Park Ave	Bay Front South	415	28	11,620	Reconstruction	$ 154,320	2023
Acacia Ave	Coast Highway East	Second Ave	1,075	27	29,025	Slurry Seal	$ 9,147	2023
Agate Ave	Park Ave	Bay Front South	505	30	15,150	Reconstruction	$ 201,201	2023
Amethyst Ave	Bay Front North	Balboa Ave	575	27	15,525	Reconstruction	$ 206,181	2023
Amethyst Ave	Balboa Ave	Park Ave	425	27	11,475	Reconstruction	$ 152,395	2023
Anacapa Dr	Newport Center Dr East	Farallon Dr	758	48	36,384	Grind and Overlay	$ 94,198	2023
Avon St	West End	Riverside Ave	835	21	18,747	Slurry Seal	$ 5,908	2023
Bamboo St	Bison Ave	Bellis St	1,805	36	64,980	Grind and Overlay	$ 168,232	2023
Bayview Way EB	Bayview Pl	Jamboree Rd	587	33	21,371	Grind and Overlay	$ 55,329	2023
Bodega Bay Dr	San Mateo Way	End	1,355	36	48,780	Slurry Seal	$ 15,373	2023
Cambria Dr	El Capitan Dr	Drakes Bay Dr	2,510	32	80,320	Slurry Seal	$ 25,312	2023
Cliff Dr	St Andrews Place	Irvine Ave	1,210	55	64,519	Slurry Seal	$ 20,333	2023
Clubhouse Ave	Newport Island Channel	Rivo Alto	1,057	17	17,441	Slurry Seal	$ 5,496	2023
Collins Ave	Balboa Ave	Park Ave	429	28	12,012	Reconstruction	$ 159,526	2023
Coral Ave	Bay Front North	Balboa Ave	575	27	15,525	Reconstruction	$ 206,181	2023
Cypress St (S/A Heights)	Orchard Dr	Cul De Sac	980	36	35,280	Slurry Seal	$ 11,118	2023
Dahlia Ave	Ocean Blvd	Seaview Ave	275	27	7,425	Slurry Seal	$ 2,340	2023
Dahlia Pl	Seaview Ave	End	139	27	3,753	Grind and Overlay	$ 9,716	2023
Dana Point Way	San Martin Way	Montecito Dr	169	36	6,084	Slurry Seal	$ 1,917	2023
Diamond Ave	Bay Front North	Balboa Ave	496	28	13,888	Reconstruction	$ 184,441	2023
Diamond Ave	Balboa Ave	Park Ave	430	28	12,040	Reconstruction	$ 159,898	2023

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Drakes Bay Dr	Goleta Point Dr	Point Aguello Way	269	32	9,358	Slurry Seal	$ 2,949	2023
Drakes Bay Dr	Point Aguello Way	Point Conception Way	1,381	32	44,192	Slurry Seal	$ 13,927	2023
Drakes Bay Dr	Point Conception Way	Montecito Dr	471	32	15,822	Slurry Seal	$ 4,986	2023
El Capitan Dr	Spyglass Hill Rd	Point Arguello Way	1,236	44	54,384	Slurry Seal	$ 17,139	2023
El Capitan Dr	Point Arguella Way	Point Conception Way	1,603	44	71,282	Slurry Seal	$ 22,464	2023
El Modena Ave	Beacon St	Clay St	667	35	23,345	Slurry Seal	$ 7,357	2023
Fernleaf Ave	Ocean Blvd	Seaview Ave	295	30	8,850	Reconstruction	$ 117,533	2023
Fifth Avenue	Marguerite Ave	Marigold Ave	320	36	11,520	Slurry Seal	$ 3,630	2023
Finley Ave	38th St	Channel Pl	220	16	3,520	Slurry Seal	$ 1,109	2023
First Ave	Acacia Ave	Begonia Ave	272	27	7,344	Slurry Seal	$ 2,314	2023
Flagship Rd	Dana Rd	Placentia Ave	1,060	37	39,220	Grind and Overlay	$ 101,540	2023
Ford Rd	Hillside Dr	East End	590	32	22,320	Slurry Seal	$ 7,034	2023
Ford Rd EB	West End	San Miguel Dr	840	30	26,900	Slurry Seal	$ 8,477	2023
Ford Rd WB	Newport Hills Dr	West End	877	29	25,433	Slurry Seal	$ 8,015	2023
Fullerton Ave	Beacon St	Clay St	667	35	23,345	Slurry Seal	$ 7,357	2023
Fullerton Ave	Clay St	15th St	643	35	22,505	Slurry Seal	$ 7,092	2023
Garrett Dr	Cortland Dr	Cameo Highlands Dr	840	37	31,080	Grind and Overlay	$ 80,466	2023
Goldenrod Ave	Ocean Blvd	150' S of Seaview Ave	375	27	10,125	Reconstruction	$ 134,466	2023
Goleta Point Dr	Drakes Bay Dr	Morro Bay Dr	1,635	32	53,820	Slurry Seal	$ 16,961	2023
Holiday Rd	Santiago Dr	Tradewinds Ln	1,485	38	56,430	Slurry Seal	$ 17,784	2023
Jade Cove	San Martin Way	End	275	32	10,300	Slurry Seal	$ 3,246	2023
Kent Ln	Pembroke Ln	Sussex Ln	250	34	8,500	Slurry Seal	$ 2,679	2023
Key West	Park Green Dr	End	230	32	8,860	Slurry Seal	$ 2,792	2023
Kings Rd	Cliff Rd	St Andrews Rd	1,510	35	52,850	Slurry Seal	$ 16,655	2023
Kings Rd	St Andrews Rd	Kings Pl	1,915	35	67,025	Slurry Seal	$ 21,122	2023
Lake Ave	34th St	33rd St	205	26	5,330	Slurry Seal	$ 1,680	2023
Larkspur Ave	Bayside Dr	Coast Highway East	247	28	6,916	Slurry Seal	$ 2,180	2023
Laurel Pl	Irvine Ave	End	510	36	18,360	Slurry Seal	$ 5,786	2023
Lincoln Ln	Estelle Ln	Marian Ln	1,563	34	53,742	Slurry Seal	$ 16,936	2023
Malibu Cir	Mission Bay Dr	End	205	32	7,560	Slurry Seal	$ 2,382	2023
Marguerite Ave	San Joaquin Hills Rd	Pacific View Dr	721	36	26,406	Slurry Seal	$ 8,322	2023
Marine Ave	Balboa Ave	South Bridge End	591	37	21,867	Reconstruction	$ 290,406	2023
Montecito Dr	Cambria Dr	Dana Point Way	1,052	32	33,664	Slurry Seal	$ 10,609	2023
Morro Bay Dr	Goleta Point Dr (South End)	Goleta Point Dr (North End)	1,317	32	42,894	Slurry Seal	$ 13,518	2023
Newport Hills Dr E	Ford Rd	Port Ramsgate Pl	1,280	36	51,100	Slurry Seal	$ 16,104	2023

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Newport Hills Dr E	Port Ramsgate Pl	Port Seabourne Way	1,550	37	57,350	Slurry Seal	$ 18,073	2023
Newport Hills Dr E	Port Seaborne Way	Port Sutton Dr	1,809	36	65,124	Slurry Seal	$ 20,523	2023
Newport Hills Dr E	Port Sutton Dr	Newport Hills Dr West	1,985	38	75,430	Slurry Seal	$ 23,771	2023
Newport Hills Dr W	Newport Hills Dr East	Port Carlow Pl	1,550	36	55,800	Slurry Seal	$ 17,585	2023
Newport Hills Dr W	Port Carlow Pl	Port Seabourne Wy	1,295	38	49,210	Slurry Seal	$ 15,508	2023
Newport Hills Dr W	Port Seabourne Wy	Ford Rd	2,346	38	89,148	Slurry Seal	$ 28,094	2023
Onyx Ave	Park Ave	Bay Front South	410	27	11,070	Reconstruction	$ 147,016	2023
Opal Ave	Collins Ave	Park Ave	549	23	12,627	Reconstruction	$ 167,694	2023
Opal Ave	Park Ave	Bay Front South	550	24	13,200	Reconstruction	$ 175,304	2023
Pacific View Dr	San Miguel Dr	End	2,675	36	97,800	Slurry Seal	$ 30,821	2023
Palm St	Bay AveEast	Balboa Blvd East	193	34	6,562	Slurry Seal	$ 2,068	2023
Park Green Dr	Sausalito Dr	Sandcastle Dr	1,110	40	44,400	Slurry Seal	$ 13,992	2023
Pearl Ave	Bay Front North	Park Ave	582	23	13,386	Reconstruction	$ 177,774	2023
Piazza Lido	Via Havre	Via Koron	428	24	10,272	Slurry Seal	$ 3,237	2023
Point Arguello Way	El Capitan Dr	Drakes Bay Dr	170	36	6,120	Slurry Seal	$ 1,929	2023
Point Conception Way	El Capitan Dr	Drakes Bay Dr	168	36	6,798	Slurry Seal	$ 2,142	2023
Point Mendocino Way	Spyglass Hill Rd	Bodega Bay Dr	170	36	6,120	Slurry Seal	$ 1,929	2023
Point Sur Dr	Carmel Bay Dr	Point Arena Wy	645	32	21,390	Slurry Seal	$ 6,741	2023
Poppy Ave	Coast Highway East	Second Ave	300	30	9,000	Reconstruction	$ 119,525	2023
Port Abbey Pl	Port Sheffield Pl (West End)	Newport Hills Drive West	772	32	24,704	Slurry Seal	$ 7,785	2023
Port Abbey Pl	Newport Hills Drive West	Port Sheffield Pl (East End)	940	32	30,080	Slurry Seal	$ 9,480	2023
Port Aberdeen Pl	Port Whitby Pl	Port Durness Pl	1,379	32	44,628	Slurry Seal	$ 14,064	2023
Port Albans Cir	Newport Hills Dr East	End	175	54	9,450	Slurry Seal	$ 2,978	2023
Port Albans Pl	Newport Hills Dr East	Port Cardigon Pl	695	32	22,240	Slurry Seal	$ 7,009	2023
Port Ashley Pl	Port Stirling Pl (West End)	Newport Hills Drive West	350	32	11,200	Slurry Seal	$ 3,530	2023
Port Ashley Pl	Newport Hills Drive West	Port Stirling Pl (East End)	620	32	19,840	Slurry Seal	$ 6,252	2023
Port Barmouth Pl	Port Westbourne Pl (West End)	Newport Hills Drive West	600	32	19,200	Slurry Seal	$ 6,051	2023
Port Barmouth Pl	Newport Hills Drive West	Port Westbourne Pl (East End)	850	32	27,200	Slurry Seal	$ 8,572	2023
Port Bishop Pl	Newport Hills Dr East	Port Carney Pl	998	33	32,435	Slurry Seal	$ 10,222	2023
Port Bristol Cir	Port Cardiff Pl (West Side)	Newport Hills Drive East	1,160	32	37,120	Slurry Seal	$ 11,698	2023
Port Bristol Cir	Newport Hills Drive East	End	1,095	32	35,040	Slurry Seal	$ 11,043	2023
Port Cardiff Pl	Port Bristol Cir (West End)	Newport Hills Drive East	958	32	30,656	Slurry Seal	$ 9,661	2023
Port Cardiff Pl	Newport Hills Drive East	Port Bristol Cir (East End)	525	32	16,800	Slurry Seal	$ 5,294	2023
Port Cardigan Pl	Newport Hills Dr East	Port Albans Pl	840	32	26,880	Slurry Seal	$ 8,471	2023
Port Carlisle Pl	Port Whitby Pl	Port Lerwick Pl	1,461	32	47,252	Slurry Seal	$ 14,891	2023

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Port Carlow Cir	Newport Hills Dr West	End	115	54	6,210	Slurry Seal	$ 1,957	2023
Port Carlow Pl	Newport Hills Dr West	Port Renwick Pl	959	32	30,688	Slurry Seal	$ 9,671	2023
Port Carney Pl	Newport Hills Dr East	Port Bishop Pl	523	33	16,998	Slurry Seal	$ 5,357	2023
Port Charles Pl	Port Margate Pl (West End)	Newport Hills Drive West	665	32	21,280	Slurry Seal	$ 6,706	2023
Port Charles Pl	Newport Hills Drive West	Port Margate Pl (East End)	1,000	36	36,000	Slurry Seal	$ 11,345	2023
Port Chelsea Pl	Port Ramsgate Pl (West End)	Newport Hills Drive East	987	32	31,584	Slurry Seal	$ 9,953	2023
Port Chelsea Pl	Newport Hills Drive East	Port Ramsgate Pl (East End)	549	32	17,568	Slurry Seal	$ 5,536	2023
Port Claridge Pl	Newport Hills Dr East	Port Nelson Pl	906	33	29,445	Slurry Seal	$ 9,279	2023
Port Dunbar Dr	Spyglass Hill Rd	Port Harwick Pl	172	36	6,942	Slurry Seal	$ 2,188	2023
Port Dunleigh Cir	Newport Hills Dr East	End	678	32	21,696	Slurry Seal	$ 6,837	2023
Port Durness Pl	Port Harwick Pl	Port Whitby Pl	708	36	26,238	Slurry Seal	$ 8,269	2023
Port Durness Pl	Port Whitby Pl	Port Aberdeen Pl	1,274	36	46,364	Slurry Seal	$ 14,611	2023
Port Edward Cir	Newport Hills Dr East	End	325	32	10,400	Slurry Seal	$ 3,277	2023
Port Edward Pl	Newport Hills Dr East	Port Locksleigh Pl	888	33	28,860	Slurry Seal	$ 9,095	2023
Port Harwick Pl	Port Dunbar Dr	Port Durness Pl	353	36	14,208	Slurry Seal	$ 4,478	2023
Port Hemley Cir	Newport Hills Dr West	End	110	54	5,940	Slurry Seal	$ 1,872	2023
Port Kimberly Pl	Newport Hills Dr West	Port Manleigh Pl	858	32	27,456	Slurry Seal	$ 8,653	2023
Port Laurent Pl	Newport Hills Dr East	Port Trinity Pl	878	33	28,535	Slurry Seal	$ 8,993	2023
Port Lerwick Pl	Port Whitby Pl	Port Carlisle Pl	992	32	31,744	Slurry Seal	$ 10,004	2023
Port Locksleigh Pl	Newport Hills Dr East	Port Edward Pl	1,000	33	32,500	Slurry Seal	$ 10,242	2023
Port Manleigh Cir	Newport Hills Dr West	Newport Hills Dr West	750	32	24,000	Slurry Seal	$ 7,563	2023
Port Manleigh Pl	Newport Hills Dr West	Port Kimberly Pl	782	32	25,024	Slurry Seal	$ 7,886	2023
Port Margate Pl	Port Charles Pl (West Side)	Newport Hills Drive West	378	32	12,096	Slurry Seal	$ 3,812	2023
Port Margate Pl	Port Charles Pl (East Side)	Newport Hills Drive West	840	32	26,880	Slurry Seal	$ 8,471	2023
Port Nelson Pl	Newport Hills Dr West	Port Charles Pl (East Side)	945	33	30,713	Slurry Seal	$ 9,679	2023
Port Provence Pl	Port Weybridge Pl (West End)	Newport Hills Dr East	1,160	32	37,120	Slurry Seal	$ 11,698	2023
Port Provence Pl	Newport Hills Dr East	Port Weybridge Pl (East Side)	812	32	27,784	Slurry Seal	$ 8,756	2023
Port Ramsey Pl	San Miguel Dr	Port Whitby Pl	153	36	6,008	Slurry Seal	$ 1,893	2023
Port Ramsgate Pl	Port Chelsea Pl (West End)	Newport Hills Drive East	633	32	20,256	Slurry Seal	$ 6,384	2023
Port Ramsgate Pl	Newport Hills Drive East	Port Chelsea Pl (East End)	430	32	13,760	Slurry Seal	$ 4,336	2023
Port Renwick Pl	Newport Hills Dr West	Port Carlow Pl	852	32	27,264	Slurry Seal	$ 8,592	2023
Port Seabourne Way	Newport Hills Dr West	Newport Hills Dr East	1,600	40	63,760	Slurry Seal	$ 20,094	2023
Port Sheffield Pl	Port Abbey Pl (West Side)	Newport Hills Drive West	507	32	16,224	Slurry Seal	$ 5,113	2023
Port Sheffield Pl	Newport Hills Drive West	Port Abbey Pl (East Side)	650	32	20,800	Slurry Seal	$ 6,555	2023
Port Stanhope Cir	Newport Hills Dr West	End	115	38	5,330	Slurry Seal	$ 1,680	2023

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Port Stanhope Pl	Newport Hills Dr West	Port Tiffin Pl	725	32	23,200	Slurry Seal	$ 7,311	2023
Port Stirling Pl	Port Ashley Pl (West Side)	Newport Hills Drive West	615	32	19,680	Slurry Seal	$ 6,202	2023
Port Stirling Pl	Newport Hills Drive West	Port Ashley Pl (East Side)	780	32	24,960	Slurry Seal	$ 7,866	2023
Port Sutton Dr	San Miguel Dr	Newport Hills Dr East	384	49	15,756	Slurry Seal	$ 4,965	2023
Port Taggart Pl	Newport Hills Dr West	Port Wheeler Pl	995	32	31,840	Slurry Seal	$ 10,034	2023
Port Tiffin Cir	Newport Hills Dr West	End	115	54	6,210	Slurry Seal	$ 1,957	2023
Port Tiffin Pl	Newport Hills Dr West	Port Stanhope Pl	730	32	23,360	Slurry Seal	$ 7,362	2023
Port Townsend Cir	Port Bishop Pl	End	295	33	9,735	Slurry Seal	$ 3,068	2023
Port Trinity Cir	Newport Hills Dr East	End	345	33	11,213	Slurry Seal	$ 3,534	2023
Port Trinity Pl	Newport Hills Dr East	Port Laurent Pl	758	33	24,635	Slurry Seal	$ 7,764	2023
Port Westbourne Pl	Port Barmouth Pl (West Side)	Newport Hills Drive West	390	32	12,480	Slurry Seal	$ 3,933	2023
Port Westbourne Pl	Newport Hills Drive West	Port Barmouth Pl (East Side)	680	32	21,760	Slurry Seal	$ 6,858	2023
Port Weybridge Pl	Port Provence Pl (West End)	Newport Hills Drive East	830	32	26,560	Slurry Seal	$ 8,370	2023
Port Weybridge Pl	Newport Hills Drive East	Port Provence Pl (East Side)	618	33	20,394	Slurry Seal	$ 6,427	2023
Port Wheeler Pl	Newport Hills Dr West	Port Taggart Pl	1,057	32	33,824	Slurry Seal	$ 10,659	2023
Port Whitby Pl	Port Ramsey Pl	Port Durness Pl	1,020	36	37,220	Slurry Seal	$ 11,730	2023
Prospect St	Canal St	Cedar St	856	29	24,824	Slurry Seal	$ 7,823	2023
Ramona Dr	Santanella Ter	Bonnie Doone Ter	280	33	9,240	Slurry Seal	$ 2,912	2023
San Martin Way	Bodega Bay Dr	San Mateo Way	825	36	30,450	Slurry Seal	$ 9,596	2023
San Mateo Way	Bodega Bay Dr	San Martin Way	640	32	21,980	Slurry Seal	$ 6,927	2023
Sand Key	Park Green Dr	End	501	33	17,783	Slurry Seal	$ 5,604	2023
Sandune Ln	Inlet Isle Dr	End	670	32	23,240	Slurry Seal	$ 7,324	2023
Santa Ana Ave	Cliff Dr	Clay St	1,655	34	56,270	Slurry Seal	$ 17,733	2023
Sapphire Ave	Bay Front North	Balboa Ave	540	27	14,580	Reconstruction	$ 193,631	2023
Sapphire Ave	Balboa Ave	Park Ave	419	27	11,313	Reconstruction	$ 150,243	2023
Sapphire Ave	Park Ave	Bay Front South	435	28	12,180	Reconstruction	$ 161,757	2023
Seashore Dr	36th St	33rd St	690	28	19,320	Slurry Seal	$ 6,089	2023
Seashore Dr	42nd St	39th St	650	28	18,200	Slurry Seal	$ 5,736	2023
Somerset Ln	Highland Dr	Highland Dr	1,445	34	50,330	Slurry Seal	$ 15,861	2023
Summit St	Seashore Dr	End	175	18	3,150	Slurry Seal	$ 993	2023
Third Ave	Avocado Ave	Acacia Ave	270	27	7,290	Slurry Seal	$ 2,297	2023
Third Ave	Begonia Ave	Carnation Ave	265	27	7,155	Slurry Seal	$ 2,255	2023
Topaz Ave	Park Ave	Bay Front South	580	24	13,920	Reconstruction	$ 184,866	2023
Tradewinds Ln	Santiago Dr	Commodore Rd	2,275	38	86,450	Slurry Seal	$ 27,244	2023
Turquoise Ave	Bay Front South	Park Ave	500	28	14,000	Reconstruction	$ 185,928	2023

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Via Firenze	Via Lido Nord	Piazza Lido	447	16	7,152	Slurry Seal	$ 2,254	2023
Warwick Ln	Estelle Ln	Marian Ln	742	33	24,486	Slurry Seal	$ 7,717	2023
15th St	Santa Ana Ave	Redlands Ave	670	36	24,120	Grind and Overlay	$ 64,320	2024
15th St	Redlands Ave	Tustin Ave	670	18	12,060	Slurry Seal	$ 3,915	2024
15th St	Tustin Ave	Aliso Ave	660	36	23,760	Slurry Seal	$ 7,712	2024
15th St	Aliso Ave	Irvine Ave	660	36	23,760	Slurry Seal	$ 7,712	2024
15th St	St Andrew Rd	Kings Pl	1,180	35	41,300	Slurry Seal	$ 13,406	2024
16th St W	West End	Placentia Ave	2,400	36	86,400	Slurry Seal	$ 28,045	2024
19th St	Balboa Blvd	Sundance Dr	930	30	27,900	Slurry Seal	$ 9,056	2024
26th St	Newport Blvd	Balboa Blvd	125	22	2,750	Slurry Seal	$ 893	2024
28th St	Villa Way	Newport Blvd East NB	225	54	11,750	Grind and Overlay	$ 31,333	2024
31st St	Lafayette Ave	Villa Way	351	24	8,424	Slurry Seal	$ 2,734	2024
35th St	Lake Ave	Balboa Blvd	283	20	5,660	Slurry Seal	$ 1,837	2024
38th St	Marcus Ave	East End of Bridge	83	16	1,328	Slurry Seal	$ 431	2024
39th St	North End	Channel Pl	35	16	560	Slurry Seal	$ 182	2024
39th St	River Ave	Balboa Blvd	165	17	2,805	Slurry Seal	$ 910	2024
39th St	Balboa Blvd	Seashore Dr	305	18	5,610	Slurry Seal	$ 1,821	2024
44th St	Balboa Blvd	Seashore Dr	370	21	7,770	Slurry Seal	$ 2,522	2024
45th St	Balboa Blvd	Seashore Dr	395	21	8,295	Slurry Seal	$ 2,693	2024
62nd St	Lancaster St	Newport Shores Dr	405	29	11,745	Slurry Seal	$ 3,812	2024
Acacia St	Orchard Dr	Mesa Dr	1,122	50	56,100	Slurry Seal	$ 18,210	2024
Agate Ave	Bay Front North	Park Ave	666	23	15,318	Reconstruction	$ 209,535	2024
Aleppo St	Alta Vista Dr	End	385	32	12,320	Slurry Seal	$ 3,999	2024
Alta Vista Dr	Carob St	Bison Ave	2,220	36	79,920	Slurry Seal	$ 25,942	2024
Alta Vista Dr	Bellis St	Aralia St	1,880	36	67,680	Slurry Seal	$ 21,969	2024
Anniversary Ln	Irvine Ave	End	2,209	28	61,852	Slurry Seal	$ 20,077	2024
Apolena Ave	Balboa Ave	Park Ave	426	27	11,502	Reconstruction	$ 157,336	2024
Back Bay Dr	Shellmaker Rd	Beginning of PCC Section	800	22	17,600	Slurry Seal	$ 5,713	2024
Back Bay Dr	Backbay Sewer Pump Station	Access Rd	607	22	13,354	Slurry Seal	$ 4,335	2024
Balboa Blvd E EB	Main St	B St	695	27	18,765	Slurry Seal	$ 6,091	2024
Balboa Blvd E EB	B St	D St	991	22	21,802	Slurry Seal	$ 7,077	2024
Balboa Blvd E EB	D St	G St	1,066	22	23,452	Slurry Seal	$ 7,612	2024
Bay View Ave	Mesa Dr	Orchard Dr	1,200	35	42,000	Slurry Seal	$ 13,633	2024
Bayview Pl	Bristol St South	Bayview Way	1,355	54	75,170	Slurry Seal	$ 24,400	2024
Bayview Way WB	Jamboree Rd	Bayview Pl	617	32	19,744	Slurry Seal	$ 6,409	2024

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Beacon St	Tustin Ave	Aliso Ave	600	35	21,000	Slurry Seal	$ 6,817	2024
Beacon St	Aliso Ave	Irvine Ave	638	35	22,330	Slurry Seal	$ 7,248	2024
Bellis St	Bamboo St	Alta Vista	730	37	27,010	Slurry Seal	$ 8,767	2024
Bellis St	Alta Vista Dr	End	475	32	15,200	Slurry Seal	$ 4,934	2024
Bison Ave	Bamboo St	Jamboree Rd	1,105	36	41,780	Slurry Seal	$ 13,562	2024
Blackthorn St	Bellis St	Bison Ave	1,385	34	47,090	Slurry Seal	$ 15,285	2024
Bolsa Ave	Broad St	Clay St	203	38	7,714	Slurry Seal	$ 2,504	2024
Broad St	Westminster Ave	Santa Ana Ave	725	35	25,375	Slurry Seal	$ 8,237	2024
Buck Gully Dr	Sandcastle Dr	End	126	36	5,786	Slurry Seal	$ 1,878	2024
Buckeye St	Bellis St	Bison Ave	1,190	32	38,080	Slurry Seal	$ 12,361	2024
Bunya St	Bellis St	Bison Ave	1,555	32	49,760	Slurry Seal	$ 16,152	2024
Cacao St	Eastbluff Dr	Catalpa St	150	36	5,400	Slurry Seal	$ 1,753	2024
Camelback St	Jamboree Rd	La Felicidad	1,505	40	60,825	Slurry Seal	$ 19,744	2024
Camelback St	La Felicidad	Bison Ave	760	78	55,821	Slurry Seal	$ 18,119	2024
Camphor St	Catalpa St	Alta Vista Dr	847	37	31,339	Slurry Seal	$ 10,173	2024
Carob St	Camphor St	End	2,360	34	80,240	Slurry Seal	$ 26,046	2024
Cassia St	Camphor St	Carob St	1,245	32	39,840	Slurry Seal	$ 12,932	2024
Catalpa St	Camphor St	Carob St	1,500	35	52,500	Slurry Seal	$ 17,041	2024
Ceiba Pl	Carob St	End	195	54	11,780	Grind and Overlay	$ 31,413	2024
Celtis Pl	Alta Vista Dr	End	190	54	10,260	Slurry Seal	$ 3,330	2024
Cercis Pl	Alta Vista Dr	End	220	32	7,040	Slurry Seal	$ 2,285	2024
Chestnut Pl	Alta Vista Dr	End	220	32	7,040	Slurry Seal	$ 2,285	2024
Citrus Pl	Alta Vista Dr	End	285	32	9,120	Slurry Seal	$ 2,960	2024
Clay St	Westminster Ave	Orange Ave	800	32	25,600	Slurry Seal	$ 8,310	2024
Cliff Dr	Kings Pl	Signal Rd	426	55	23,430	Slurry Seal	$ 7,605	2024
Cliff Dr	Beacon St	Santa Ana Ave	740	34	25,160	Slurry Seal	$ 8,167	2024
Collins Ave	Park Ave	Bay Front South	419	27	11,313	Reconstruction	$ 154,750	2024
Colton St	Sunset Dr	Prospect St	398	29	11,792	Slurry Seal	$ 3,828	2024
Colton St	Sunset Dr	Newport Shores Dr	760	29	22,040	Slurry Seal	$ 7,154	2024
Crystal Ave	Park Ave	Bay Front South	410	28	11,480	Reconstruction	$ 157,035	2024
Dana Rd	Superior Ave	Flagship Rd	600	36	21,600	Slurry Seal	$ 7,011	2024
Diamond Ave	Park Ave	Bay Front South	418	27	11,286	Reconstruction	$ 154,381	2024
Dolphin-Striker Way	Dove St	End	335	44	16,740	Slurry Seal	$ 5,434	2024
Domingo Dr	Mar Vista Dr	Mar Vista Dr	1,675	36	60,300	Slurry Seal	$ 19,573	2024
Dorchester Rd	Rockford Rd	Cameo Highland Rd	825	33	27,225	Slurry Seal	$ 8,837	2024

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Dorchester Rd	Cameo Highland Rd	Garrett Rd	910	33	30,030	Slurry Seal	$ 9,748	2024
Dove St	Birch St	Bristol St North	3,930	44	176,670	Slurry Seal	$ 57,347	2024
Ebbtide Rd	Crown Dr	Sandpiper Dr	1,317	33	43,461	Slurry Seal	$ 14,107	2024
El Modena Ave	Cliff Dr	Beacon St	410	35	14,350	Slurry Seal	$ 4,658	2024
F St	Balboa Blvd East	Ocean Front East	225	26	5,850	Grind and Overlay	$ 15,600	2024
Farallon Dr	Avocado Ave	Newport Center Dr	1,559	48	74,832	Grind and Overlay	$ 199,551	2024
Fourth Ave	Heliotrope Ave	Iris Ave	268	27	7,236	Slurry Seal	$ 2,349	2024
Fourth Ave	Iris Ave	Jasmine Ave	275	27	7,425	Slurry Seal	$ 2,410	2024
Fourth Ave	Jasmine Ave	Larkspur Ave	266	27	7,182	Slurry Seal	$ 2,331	2024
Fourth Ave	Marigold Ave	Narcissus Ave	267	27	7,209	Slurry Seal	$ 2,340	2024
Goldenrod Ave	Sea Ln	Harbor View Dr	1,008	33	33,264	Slurry Seal	$ 10,797	2024
Heron Way	Keel Dr	Outrigger Dr	265	32	8,480	Slurry Seal	$ 2,753	2024
Indus St	Kline Dr	West End	800	33	28,400	Slurry Seal	$ 9,219	2024
Inlet Dr	Marguerite Ave	Keel Dr	150	36	5,400	Slurry Seal	$ 1,753	2024
Isabella Ter	Seaward Rd	End	325	24	8,800	Slurry Seal	$ 2,856	2024
Keel Dr	Outrigger Dr	End	1,394	32	46,108	Slurry Seal	$ 14,967	2024
Kline Dr	Pegasus St	North End	570	33	21,060	Slurry Seal	$ 6,836	2024
La Salud	North End	La Vida	499	44	23,956	Slurry Seal	$ 7,776	2024
Lafayette Ave	31st St	Via Lido	385	60	23,100	Slurry Seal	$ 7,498	2024
Lafayette Ave	28th St	31st St	860	24	21,140	Slurry Seal	$ 6,862	2024
Larkspur Ave	Coast Highway East	Fifth Ave	1,406	27	37,962	Slurry Seal	$ 12,322	2024
Lugonia St	Prospect St	Newport Shores Dr	1,025	29	29,725	Slurry Seal	$ 9,649	2024
M St	Ocean Blvd	Ocean Front East	90	30	2,700	Slurry Seal	$ 876	2024
Mar Vista Dr	Vista Del Oro	Eastbluff Dr	2,268	36	81,648	Slurry Seal	$ 26,503	2024
Margaret Dr	Tustin Ave	Irvine Ave	1,284	34	43,306	Slurry Seal	$ 14,057	2024
Marguerite Ave	195' S of Coast Highway East	Coast Highway East	195	38	7,410	Slurry Seal	$ 2,405	2024
Marigold Ave	Fourth Ave	Fifth Ave	330	27	8,910	Slurry Seal	$ 2,892	2024
Martingale Way	Corinthian Way	End	562	44	26,228	Slurry Seal	$ 8,514	2024
Narcissus Ave	Coast Highway East	175' S of Fifth Ave	1,430	27	38,610	Slurry Seal	$ 12,533	2024
Old Newport Bl	475' N of Coast Highway	595' N of Coast Highway	120	30	3,600	Slurry Seal	$ 1,169	2024
Old Newport Bl	1530' N Hospital Rd	City Limit	300	15	4,500	Slurry Seal	$ 1,461	2024
Orchid Ave	Coast Highway East	Third Ave	850	28	23,800	Slurry Seal	$ 7,725	2024
Orchid Ave	Third Ave	Fifth Ave	766	28	21,448	Slurry Seal	$ 6,962	2024
Orchid St	Zenith Ave	Orchard Dr	957	35	33,495	Slurry Seal	$ 10,872	2024
Palm St	Balboa Blvd East	Ocean Front Alley East	75	31	2,325	Slurry Seal	$ 755	2024

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Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Paper Ln	Anniversary Ln	End	405	33	13,365	Slurry Seal	$ 4,338	2024
Park Ave	Pearl Ave	Collins Ave	880	48	35,460	Reconstruction	$ 485,057	2024
Pebble Dr	Goldenrod Ave	Sandpiper Dr	1,247	34	42,398	Slurry Seal	$ 13,762	2024
Pegasus St	Santa Ana Ave	Kline Dr	1,177	33	38,841	Slurry Seal	$ 12,608	2024
Poinsettia Ave	Coast Highway East	Fourth Ave	1,212	28	33,936	Slurry Seal	$ 11,016	2024
Poppy Ave	Second Ave	Fifth Ave	1,150	27	31,050	Slurry Seal	$ 10,079	2024
Riverside Ave	Coast Highway West	Avon St (West Side)	475	52	24,700	Slurry Seal	$ 8,018	2024
Riverside Dr	Indus St	End	210	33	8,430	Slurry Seal	$ 2,736	2024
Rockford Rd	Surrey Dr	Cortland Dr	671	37	24,827	Slurry Seal	$ 8,059	2024
San Joaquin Hills Rd	Backbay Dr	800' E of Backbay Dr	786	31	29,386	Slurry Seal	$ 9,539	2024
San Joaquin Hills Rd WB	Jamboree Rd	800' E of Backbay Dr	832	47	44,498	Slurry Seal	$ 14,444	2024
Sandcastle Dr	Marguerite Ave	Tiller Way	193	36	6,948	Slurry Seal	$ 2,255	2024
Sandcastle Dr	Tiller Way	Inlet Isle Dr	2,588	36	93,168	Slurry Seal	$ 30,242	2024
Santa Ana Ave	15th St	City Limit	640	19	12,160	Slurry Seal	$ 3,947	2024
Sea Ln	Crown Dr	Harbor View Dr	1,078	38	40,964	Slurry Seal	$ 13,297	2024
Setting Sun Dr	Pebble Dr	Sandpiper Dr	972	33	32,576	Slurry Seal	$ 10,574	2024
Short St	Clubhouse Ave	End	315	16	5,040	Slurry Seal	$ 1,636	2024
Silver Ln	Anniversary Ln	End	340	33	11,220	Slurry Seal	$ 3,642	2024
Surrey Dr	Rockford Rd	Cameo Highland Dr	1,103	33	36,399	Slurry Seal	$ 11,815	2024
Surrey Dr	Cameo Highland Dr	Garret Dr	640	33	21,120	Slurry Seal	$ 6,855	2024
Third Ave	Iris Ave	Jasmine Ave	270	27	7,290	Slurry Seal	$ 2,366	2024
Third Ave	Marguerite Ave	Marigold Ave	272	28	7,616	Slurry Seal	$ 2,472	2024
Third Ave	Marigold Ave	Narcissus Ave	265	28	7,420	Slurry Seal	$ 2,409	2024
Third Ave	Narcissus Ave	Orchid Ave	264	28	7,392	Slurry Seal	$ 2,399	2024
Tustin Ave	Cliff Dr	Clay St	807	35	28,245	Slurry Seal	$ 9,168	2024
Via Lido Nord	Via San Remo	Via Palermo	541	33	17,853	Slurry Seal	$ 5,795	2024
Via Lido Nord	Via Palermo	Via Lorca	646	33	21,318	Slurry Seal	$ 6,920	2024
Via Lido Nord	Via Genoa	Via Dijon	571	33	18,843	Slurry Seal	$ 6,116	2024
Via Lido Soud	Via Antibes	Via Dijon	625	33	20,625	Slurry Seal	$ 6,695	2024
Via Lido Soud	Via Dijon	Via Genoa	820	33	27,060	Slurry Seal	$ 8,784	2024
Via Lido Soud	Via Genoa	Via Koron	850	33	28,050	Slurry Seal	$ 9,105	2024
Via Lido Soud	Via Koron	Via Orvieto	660	33	21,780	Slurry Seal	$ 7,070	2024
Via Lido Soud	Via Orvieto	Via San Remo	670	33	22,110	Slurry Seal	$ 7,177	2024
Via Lido Soud	Via San Remo	Via Venezia	520	33	17,160	Slurry Seal	$ 5,570	2024
Via Lido Soud	Via Venezia	Via Zurich	660	33	21,780	Slurry Seal	$ 7,070	2024

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Via Malaga	Via Oporto	Via Lido	295	22	6,490	Slurry Seal	$ 2,107	2024
Villa Way	28th St	29th St	320	25	8,000	Slurry Seal	$ 2,597	2024
Vista Del Oro	Eastbluff Dr (South End)	Vista Caudal	2,863	36	103,068	Grind and Overlay	$ 274,847	2024
Vista Del Oro	Vista Caudal	Vista Entrada	1,040	35	36,400	Slurry Seal	$ 11,815	2024
Vista Del Oro	Vista Entrada	Vista Del Sol	2,185	35	76,475	Slurry Seal	$ 24,824	2024
Vista Del Oro	Vista Del Sol	Vista Nobleza	2,140	35	74,900	Slurry Seal	$ 24,312	2024
Vista Del Oro	Vista Nobleza	Vista Umbrosa	1,880	35	65,800	Slurry Seal	$ 21,359	2024
Vista Del Oro	Vista Umbrosa	Eastbluff Dr (North End)	755	35	26,425	Slurry Seal	$ 8,577	2024
09th St	Bay Ave West	Balboa Blvd West	215	27	4,995	Slurry Seal	$ 1,670	2025
11th St	Bay Ave West	Balboa Blvd West	215	28	5,208	Slurry Seal	$ 1,741	2025
22nd St	Balboa Blvd West	Ocean Front West	315	30	9,450	Slurry Seal	$ 3,159	2025
29th St	East End	Lafayette Ave	75	24	1,800	Slurry Seal	$ 602	2025
35th St	Rivo Alto	Marcus Ave	85	16	1,360	Slurry Seal	$ 455	2025
36th St	Marcus Ave	Balboa Blvd	500	20	10,000	Slurry Seal	$ 3,343	2025
44th St	Channel Pl	Balboa Blvd	100	21	2,100	Slurry Seal	$ 702	2025
46th St	Balboa Blvd	Seashore Dr	438	21	9,198	Slurry Seal	$ 3,075	2025
47th St	River Ave	Neptune Ave	315	21	6,615	Slurry Seal	$ 2,212	2025
48th St	River Ave	Neptune Ave	260	20	5,200	Slurry Seal	$ 1,739	2025
Alder Pl	Alta Vista Dr	End	305	32	9,760	Slurry Seal	$ 3,263	2025
Aleppo St	Aralia St	Alta Vista Dr	675	37	24,975	Slurry Seal	$ 8,350	2025
Amigos Way	Domingo Dr	Domingo Dr	1,055	36	37,980	Slurry Seal	$ 12,698	2025
Aralia St	Aleppo St	End	1,775	35	62,125	Slurry Seal	$ 20,771	2025
Arbutus St	Aleppo St	Alta Vista Dr	1,140	36	41,040	Slurry Seal	$ 13,721	2025
Avon St	Riverside Ave	Tustin Ave	458	34	15,572	Slurry Seal	$ 5,206	2025
Back Bay Dr	End of PCC Section	San Joaquin Hills Rd	1,649	22	36,278	Slurry Seal	$ 12,129	2025
Back Bay Dr	End of PCC Section	Backbay sewer pump station	3,106	22	68,332	Slurry Seal	$ 22,846	2025
Balboa Blvd	19th St	End (North City Limit)	750	30	22,500	Slurry Seal	$ 7,523	2025
Balboa Blvd E WB	G St	D St	1,066	22	23,452	Slurry Seal	$ 7,841	2025
Balboa Blvd E WB	D St	B St	991	22	21,802	Slurry Seal	$ 7,289	2025
Balboa Blvd E WB	B St	Main St	695	27	18,765	Slurry Seal	$ 6,274	2025
Bay Ave E	6th St	Island Ave	370	28	10,360	Slurry Seal	$ 3,464	2025
Bay Ave E	Palm St	Main St	475	26	10,850	Slurry Seal	$ 3,628	2025
Bay View Ave	Orchard Dr	Zenith Ave	1,200	35	42,000	Slurry Seal	$ 14,042	2025
Beacon St	Santa Ana Ave	Cliff Dr	210	34	7,140	Slurry Seal	$ 2,387	2025
Bixia St	Eastbluff Dr	Bamboo St	150	35	5,250	Slurry Seal	$ 1,755	2025

Appendix A
Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Budget
Local

Local								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Blue Key	Sandcastle Dr	End	750	32	26,700	Slurry Seal	$ 8,927	2025
Bowsprit Dr	MacArthur Blvd	Dove St	306	44	13,464	Slurry Seal	$ 4,501	2025
Cabrillo Ter	Serra Dr	De Anza Dr	869	23	19,787	Slurry Seal	$ 6,615	2025
Carnation Ave	Ocean Blvd	Seaview Ave	297	30	8,910	Reconstruction	$ 125,536	2025
Catalina Dr	Clay St	15th St	677	34	23,018	Slurry Seal	$ 7,696	2025
Catamaran Dr	Keel Dr	End	975	36	37,350	Slurry Seal	$ 12,487	2025
Cedar St	Prospect St	Newport Shores Dr	670	29	19,430	Slurry Seal	$ 6,496	2025
China Cove Ramp	Ocean Blvd	Fernleaf Ave	280	19	5,320	Reconstruction	$ 74,955	2025
Cliff Dr	Signal Rd	St Andrews Rd	1,010	55	55,550	Slurry Seal	$ 18,572	2025
Coast Blvd	61st St	End	133	30	3,990	Slurry Seal	$ 1,334	2025
Columbus Cir	Serra Dr	End	112	22	3,464	Slurry Seal	$ 1,158	2025
Court Ave	20th St	McFadden Pl	85	28	2,380	Slurry Seal	$ 796	2025
Crown Dr	Sea Ln	Crown Dr North	1,152	37	42,624	Slurry Seal	$ 14,251	2025
Crown Dr North	Crown Dr	San Joaquin Hills Rd	1,370	36	49,320	Slurry Seal	$ 16,489	2025
Dahlia Ave	South End	Way Ln	145	27	3,915	Slurry Seal	$ 1,309	2025
De Anza Dr	Seaward Rd	De Sola Ter	750	35	26,250	Slurry Seal	$ 8,776	2025
De Sola Ter	Seaward Rd	End	1,005	24	28,015	Slurry Seal	$ 9,366	2025
Dove St	Campus Dr	Birch St	585	37	21,645	Slurry Seal	$ 7,237	2025
Eastgate Dr	Newport Hills Dr East	San Miguel Dr	270	56	11,110	Slurry Seal	$ 3,714	2025
Emerald Ave	Bay Front North	Park Ave	320	27	8,640	Reconstruction	$ 121,732	2025
Emerald Ave	Park Ave	Bay Front South	339	27	9,153	Reconstruction	$ 128,960	2025
Emerson St	Tustin Ave	City Limits	340	30	10,200	Slurry Seal	$ 3,410	2025
Fernando Street	Edgewater Ave East	Bay Ave East	367	30	10,680	Slurry Seal	$ 3,571	2025
Fourth Ave	Goldenrod Ave	Heliotrope Ave	260	27	7,020	Slurry Seal	$ 2,347	2025
Fourth Ave	Larkspur Ave	Marguerite Ave	280	27	7,560	Slurry Seal	$ 2,528	2025
Fourth Ave	Marguerite Ave	Marigold Ave	270	27	7,290	Slurry Seal	$ 2,437	2025
Fourth Ave	Narcissus Ave	Orchid Ave	273	27	7,371	Slurry Seal	$ 2,464	2025
Fourth Ave	Orchid Ave	Poinsettia Ave	270	27	7,290	Slurry Seal	$ 2,437	2025
Fourth Ave	Poinsettia Ave	Poppy Ave	269	27	7,263	Slurry Seal	$ 2,428	2025
Garnet Ave	Bay Front North	Park Ave	481	27	12,987	Reconstruction	$ 182,978	2025
Garnet Ave	Park Ave	Bay Front South	392	25	9,800	Reconstruction	$ 138,076	2025
Golden Cir	Anniversary Ln	Anniversary Ln	1,217	33	40,161	Slurry Seal	$ 13,427	2025
Goldenrod Ave	Seaview Ave	End	230	30	6,900	Reconstruction	$ 97,217	2025
Goldenrod Ave	Fifth Ave	Sea Ln	282	36	10,152	Slurry Seal	$ 3,394	2025
Goldenrod Ave	Harbor View Dr	Crown Dr	1,165	33	38,445	Slurry Seal	$ 12,854	2025

Appendix A
Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Budget
Local

Local								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Grant St	Seashore Dr	Ocean Front Alley West	65	17	1,105	Slurry Seal	$ 369	2025
Harbor View Dr	MacArthur Blvd	Goldenrod Ave	685	38	26,030	Slurry Seal	$ 8,703	2025
Harbor View Dr	Goldenrod Ave	Marguerite Ave	1,945	38	73,910	Slurry Seal	$ 24,711	2025
Haven Pl	Irvine Ave	St Andrews Rd	543	35	19,005	Slurry Seal	$ 6,354	2025
Hazel Dr	577' N of Coast Highway East	Poppy Ave (north side)	393	29	11,397	Slurry Seal	$ 3,810	2025
Hilaria Way	Flagship Dr	South End	337	36	14,632	Slurry Seal	$ 4,892	2025
Hospital Rd	Newport Blvd	Old Newport Blvd	160	70	11,200	Slurry Seal	$ 3,745	2025
Irvine Ave	15th St	16th St	1,267	62	78,554	Slurry Seal	$ 26,263	2025
Island View Dr	Salt Air Dr	Lighthouse Ln	815	32	26,080	Slurry Seal	$ 8,719	2025
Keel Dr	Catamaran Dr	Outrigger Dr	583	32	21,014	Slurry Seal	$ 7,026	2025
La Salud	La Vida	Corsica Dr N	1,335	44	58,740	Slurry Seal	$ 19,639	2025
La Salud	Corsica Dr N	La Felicidad	1,005	44	44,220	Slurry Seal	$ 14,784	2025
Lido Park Dr	Lafayette Ave	End	753	54	38,662	Slurry Seal	$ 12,926	2025
Marigold Ave	Ocean Blvd	Seaview Ave	370	27	9,990	Reconstruction	$ 140,753	2025
Marine Ave	Bay Front South	Park Ave	440	27	12,880	Reconstruction	$ 181,471	2025
Marine Ave	Park Ave	Balboa Ave	470	37	17,390	Reconstruction	$ 245,014	2025
Marine Ave	South Bridge End	North Bridge End	400	20	8,000	Slurry Seal	$ 2,675	2025
Mc Fadden Pl	Balboa Blvd West	End	600	22	13,200	Slurry Seal	$ 4,413	2025
Mendoza Ter	Seaward Rd	End	715	23	17,445	Slurry Seal	$ 5,832	2025
Monrovia Ave	City Limit	15th St West	1,655	39	64,545	Slurry Seal	$ 21,580	2025
Newport Place Dr	MacArthur Blvd	Dove St	565	62	36,530	Slurry Seal	$ 12,213	2025
Old Newport Bl	Coast Highway	270' N of Coast Highway	270	46	12,420	Slurry Seal	$ 4,152	2025
Orange Ave	Old Newport Blvd	15th St	436	36	15,696	Slurry Seal	$ 5,248	2025
Orchard Dr	Bay View Ave	End	148	35	5,180	Slurry Seal	$ 1,732	2025
Orchid St	Orchard Dr	Azure Ave	500	35	17,500	Slurry Seal	$ 5,851	2025
Park Ave	West End	Pearl Ave	710	48	28,560	Reconstruction	$ 402,392	2025
Park Ave	Collins Ave	Sapphire Ave	660	48	25,920	Reconstruction	$ 365,196	2025
Park Ave	Sapphire Ave	Amethyst Ave	668	48	26,304	Reconstruction	$ 370,606	2025
Patrice Rd	Bolero Way	Flagship Rd	500	37	18,500	Slurry Seal	$ 6,185	2025
Patrice Rd	Flagship Rd	South End	315	37	11,655	Slurry Seal	$ 3,897	2025
Pelican Hill Rd N	Pelican Hill Cir (North Side)	Pelicans Dr	2,684	19	50,996	Slurry Seal	$ 17,050	2025
Pelican Hill Rd N	Newport Coast Dr North	Pelicans Dr	1,258	19	23,902	Slurry Seal	$ 7,991	2025
Pelican Hill Rd N	Pelicans Dr	Newport Coast Dr	1,258	19	23,902	Slurry Seal	$ 7,991	2025
Pelican Hill Rd N	Pelicans Dr	Pelican Hill Cir (North Side)	2,684	19	50,996	Slurry Seal	$ 17,050	2025
Pelican Hill Rd S	Newport Coast Dr	Pelican Hill Cir S	5,650	24	142,100	Slurry Seal	$ 47,509	2025

Appendix A
Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Budget
Local

Local								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Pelican Hill Rd S	Pelican Hill Cir (North Side)	Pelican Hill Cir (South Side)	1,352	24	31,798	Slurry Seal	$ 10,631	2025
Pelican Hill Rd S	Pelican Hill Cir (South Side)	Pelican Hill Cir (North Side)	1,352	24	32,448	Slurry Seal	$ 10,849	2025
Poinsettia Ave	Fourth Ave	Fifth Ave	318	30	9,540	Reconstruction	$ 134,412	2025
Quail St	Campus Dr	Birch St	585	36	21,060	Slurry Seal	$ 7,041	2025
Quail St	Birch St	Westerly Pl	617	60	37,020	Slurry Seal	$ 12,377	2025
Quail St	Westerly Pl	Spruce St	912	44	40,128	Slurry Seal	$ 13,416	2025
Redlands Dr	Orchard Dr	Indus St	565	33	18,645	Slurry Seal	$ 6,234	2025
Ridge Park Rd	Newport Coast Dr	Tesoro	1,813	37	67,081	Slurry Seal	$ 22,428	2025
Ridge Park Rd	Tesoro	Campo Bello	1,283	37	47,471	Slurry Seal	$ 15,871	2025
Ridge Park Rd	Campo Bello	Vista Ridge Rd	1,491	37	55,167	Slurry Seal	$ 18,444	2025
Ridge Park Rd	San Joaquin Hills Rd	Newport Coast Dr	1,449	37	53,613	Slurry Seal	$ 17,925	2025
Riverside Ave	Cliff Dr	15th St	1,400	34	47,600	Slurry Seal	$ 15,914	2025
Riverside Dr	Orchard Dr	End	520	33	18,960	Slurry Seal	$ 6,339	2025
Salt Air Dr	Salt Air Cir	Lighthouse Ln	560	32	18,420	Slurry Seal	$ 6,158	2025
San Bernardino Ave	15th St	Clay Ave	630	34	21,420	Slurry Seal	$ 7,161	2025
San Bernardino Ave	Clay Ave	Cliff Dr	860	14	12,040	Slurry Seal	$ 4,025	2025
San Clemente Dr	Santa Barbara Dr	Santa Cruz Dr	1,140	48	54,720	Slurry Seal	$ 18,295	2025
Sandcastle Dr	Inlet Isle Dr	Park Green Dr	654	36	23,544	Slurry Seal	$ 7,872	2025
Sandcastle Dr	Park Green Dr	Seacrest Dr	975	36	35,100	Slurry Seal	$ 11,735	2025
Sandcastle Dr	Seacrest Dr	Catamaran Dr	1,465	36	52,740	Slurry Seal	$ 17,633	2025
Santa Barbara Dr	Jamboree Rd	Newport Center Dr West	2,525	73	184,325	Slurry Seal	$ 61,626	2025
Seashore Dr	Prospect St	Orange St	1,065	28	29,820	Slurry Seal	$ 9,970	2025
Seaward Rd	Isabella Ter	De Anza Dr	1,544	35	54,040	Slurry Seal	$ 18,067	2025
Second Ave	Jasmine Ave	Marguerite Ave	536	27	14,472	Slurry Seal	$ 4,838	2025
Second Ave	Marguerite Ave	Narcissus Ave	574	27	15,498	Slurry Seal	$ 5,182	2025
Second Ave	Narcissus Ave	Orchid Ave	269	27	7,263	Slurry Seal	$ 2,428	2025
Second Ave	Orchid Ave	Poinsettia Ave	268	27	7,236	Slurry Seal	$ 2,419	2025
Second Ave	Poinsettia Ave	Poppy Ave	270	27	7,290	Slurry Seal	$ 2,437	2025
Second Ave	Poppy Ave	Hazel Ave	125	27	3,375	Slurry Seal	$ 1,128	2025
Short St	Newport Blvd	Clubhouse Ave	135	32	4,320	Slurry Seal	$ 1,444	2025
Spruce St	Bristol St North	Quail St	600	60	36,000	Slurry Seal	$ 12,036	2025
Sundance Dr	19th St	End	600	29	17,400	Slurry Seal	$ 5,817	2025
Surfline Way	Windover Dr	Wavecrest Dr	658	32	22,556	Slurry Seal	$ 7,541	2025
Terrace Ridge	Newport Ridge Dr West	End	550	38	23,000	Slurry Seal	$ 7,690	2025
Third Ave	Jasmine Ave	Larkspur Ave	270	27	7,290	Slurry Seal	$ 2,437	2025

Appendix A
Seven-Year Road Maintenance and Rehabilitation Plan Based on City's Current Budget
Local

Local								
	Limits of Work							
Branch Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment
Third Ave	Larkspur Ave	Marguerite Ave	276	27	7,452	Slurry Seal	$ 2,491	2025
Third Ave	Orchid Ave	Poinsettia Ave	265	28	7,420	Slurry Seal	$ 2,481	2025
Tiller Way	Sandcastle Dr	Sausalito Dr	1,475	36	53,100	Slurry Seal	$ 17,753	2025
Tustin Ave	Clay St	15th St	633	35	22,155	Slurry Seal	$ 7,407	2025
Via Havre	Via Lido Soud	Piazza Lido	475	23	10,925	Slurry Seal	$ 3,653	2025
Via Lido Nord	Via Lido Soud (East Side)	Via Zurich	459	33	18,647	Slurry Seal	$ 6,234	2025
Via Lido Nord	Via Waziers	Via San Remo	661	33	21,813	Slurry Seal	$ 7,293	2025
Via Lido Nord	Via Lorca	Via Genoa	769	33	25,377	Slurry Seal	$ 8,484	2025
Via Lido Nord	Via Dijon	Via Antibes	530	33	17,490	Slurry Seal	$ 5,848	2025
Via Lido Nord	Via Antibes	Via Lido Soud (West Side)	400	20	9,200	Slurry Seal	$ 3,076	2025
Via Lido Soud	Via Zurich	Via Lido Nord (East Side)	405	53	24,965	Slurry Seal	$ 8,347	2025
Via Ravenna	Via Lido Soud	Via Lido Nord	660	20	13,200	Slurry Seal	$ 4,413	2025
Vista Ridge Rd	Newport Coast Dr	Altezza Dr	1,493	37	55,241	Slurry Seal	$ 18,469	2025
Wavecrest Dr	Surfline Wy	Sand Point Wy	1,060	36	41,660	Slurry Seal	$ 13,928	2025
Westerly Pl	Dove St	Quail St	1,406	44	61,864	Slurry Seal	$ 20,683	2025
White Sails Way	Crown Dr	Harbor View Dr	1,045	33	34,485	Slurry Seal	$ 11,530	2025
Windover Dr	Surfline Way	Sand Point Way	1,023	36	38,328	Slurry Seal	$ 12,814	2025
Zenith Ave	Spruce Ave	Orchid St	284	35	9,940	Slurry Seal	$ 3,323	2025

XII. Appendix B – Complete Street Listing Current Conditions

A complete street listing of current pavement conditions should be included in this report. Specific data to be submitted should follow the format below:

MPAH						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date

Please attach the complete street listing, following the above template, after this sheet. The pages should be labeled Appendix B.

Appendix B
Complete Street Listing Current Conditions
MPAH

MPAH						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
16th St	City Limit	Sea Gull Ln	60	89,380	60	01-24-2021
16th St	Sea Gull Ln	Dover Dr	38	17,100	84	01-12-2021
32nd St	Lafayette Ave	Villa Way	48	24,564	100	02-05-2021
32nd St	Villa Way	Newport Blvd	62	29,150	99	02-05-2021
32nd St EB	Balboa Blvd	Newport Blvd	32	22,080	48	02-05-2021
32nd St WB	Newport Blvd	Balboa Blvd	32	22,080	70	02-05-2021
Avocado Ave	Coast Highway East	Farralon Dr	64	120,360	97	01-28-2021
Avocado Ave	Farralon Dr	San Miguel Dr	66	57,552	86	01-28-2021
Balboa Blvd E EB	Island Ave	Medina Way	44	21,910	83	02-03-2021
Balboa Blvd E EB	Medina Way	Adams St	28	26,696	68	02-03-2021
Balboa Blvd E EB	Adams St	Main St	22	17,006	71	02-03-2021
Balboa Blvd E WB	Main St	Washington St	22	5,610	74	02-03-2021
Balboa Blvd E WB	Washington St	Palm St	30	7,920	86	02-03-2021
Balboa Blvd E WB	Palm St	Adams St	22	5,500	64	02-03-2021
Balboa Blvd E WB	Adams St	Coronado Ave	28	17,640	65	02-03-2021
Balboa Blvd E WB	Coronado St	Medina Way	28	9,240	60	02-03-2021
Balboa Blvd E WB	Medina Way	Island Ave	40	20,800	69	02-03-2021
Balboa Blvd NB	23rd St	25th St	35	11,600	74	02-02-2021
Balboa Blvd NB	25th St	27th St	35	12,600	71	02-02-2021
Balboa Blvd NB	27th St	29th St	35	17,850	70	02-02-2021
Balboa Blvd NB	29th St	32nd St	35	25,875	68	02-02-2021
Balboa Blvd NB	32nd St	34th St	34	16,592	50	03-05-2021
Balboa Blvd NB	34th St	36th St	34	15,640	48	02-02-2021
Balboa Blvd NB	36th St	110' N of 39th St	34	28,200	74	02-02-2021
Balboa Blvd NB	110' N of 39th St	42nd St	40	22,100	69	02-02-2021
Balboa Blvd NB	42nd St	44th St	40	16,800	70	02-02-2021
Balboa Blvd NB	44th St	Coast Highway	35	28,700	80	02-02-2021
Balboa Blvd SB	Coast Highway	46th St	35	14,595	81	02-02-2021
Balboa Blvd SB	46th St	44th St	35	16,205	78	02-02-2021
Balboa Blvd SB	44th St	41st St	24	15,870	57	02-02-2021
Balboa Blvd SB	41st St	38th St	24	17,330	61	02-02-2021

Appendix B
Complete Street Listing Current Conditions
MPAH

MPAH						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Balboa Blvd SB	38th St	36th St	24	11,040	63	02-02-2021
Balboa Blvd SB	36th St	34th St	24	11,982	59	02-02-2021
Balboa Blvd SB	34th St	32nd St	24	12,712	66	02-02-2021
Balboa Blvd SB	32nd St	29th St	35	24,675	71	02-02-2021
Balboa Blvd SB	29th St	27th St	35	17,850	61	02-02-2021
Balboa Blvd SB	27th St	25th St	35	12,600	69	02-02-2021
Balboa Blvd SB	25th St	23rd St	35	14,000	70	02-02-2021
Balboa Blvd W EB	23rd St	22nd St	29	8,700	68	02-02-2021
Balboa Blvd W EB	22nd St	McFadden Pl	48	21,360	43	02-02-2021
Balboa Blvd W EB	McFadden Pl	16th St	39	73,320	73	02-02-2021
Balboa Blvd W EB	12th St	8th St	50	89,000	90	02-02-2021
Balboa Blvd W EB	8th St	6th St	42	36,506	94	02-02-2021
Balboa Blvd W EB	6th St	Island Ave	42	18,400	84	02-02-2021
Balboa Blvd W EB	16th St	14th St	24	22,824	83	02-02-2021
Balboa Blvd W EB	16th St	14th St	18	17,100	92	02-02-2021
Balboa Blvd W EB	14th St	12th St	24	21,120	50	02-02-2021
Balboa Blvd W EB	14th St	12th St	18	15,840	92	02-02-2021
Balboa Blvd W WB	Island Ave	6th St	40	15,100	63	02-02-2021
Balboa Blvd W WB	6th St	8th St	40	34,800	73	02-02-2021
Balboa Blvd W WB	8th St	12th St	40	70,600	68	02-02-2021
Balboa Blvd W WB	16th St	21st St	38	69,940	69	02-02-2021
Balboa Blvd W WB	21st St	23rd St	42	21,000	86	02-02-2021
Balboa Blvd W WB	12th St	14th St	24	21,120	45	02-02-2021
Balboa Blvd W WB	12th St	14th St	18	15,840	92	02-02-2021
Balboa Blvd W WB	14th St	16th St	24	22,824	85	02-02-2021
Balboa Blvd W WB	14th St	16th St	18	17,100	92	02-02-2021
Bayside Dr	Jamboree Rd	Coast Highway East	60	247,800	100	01-15-2021
Birch St	Jamboree Rd	Von Karman Ave	60	114,000	69	01-18-2021
Birch St	Von Karman Ave	MacArthur Blvd	56	74,960	60	01-18-2021
Birch St	MacArthur Blvd	Dove St	61	91,195	70	03-05-2021
Birch St	Dove St	Quail St	61	81,130	68	01-18-2021

Appendix B
Complete Street Listing Current Conditions
MPAH

MPAH						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Birch St	Quail St	Bristol St North	61	67,885	65	03-05-2021
Birch St	Bristol St South	Orchard St	64	90,130	83	01-18-2021
Birch St	Orchard St	Mesa Dr	64	79,744	75	01-18-2021
Bison Ave EB	Jamboree Rd	MacArthur Blvd	34	93,040	100	02-04-2021
Bison Ave EB	MacArthur Blvd	City limit	42	46,940	100	02-04-2021
Bison Ave WB	City Limit	MacArthur Blvd	42	48,340	100	02-04-2021
Bison Ave WB	MacArthur Blvd	Jamboree Rd	41	104,210	100	02-04-2021
Bonita Canyon Dr EB	MacArthur Blvd	Bridge	41	32,431	100	02-05-2021
Bonita Canyon Dr EB	Bridge	Mesa View Dr	30	35,000	100	02-05-2021
Bonita Canyon Dr EB	Mesa View Dr	Prarie Rd	30	49,950	100	02-05-2021
Bonita Canyon Dr EB	Prarie Rd	Bridge	42	34,440	100	02-05-2021
Bonita Canyon Dr EB	Bridge	Chambord	42	19,140	100	02-05-2021
Bonita Canyon Dr EB	Chambord	SR-73	42	44,310	100	02-05-2021
Bonita Canyon Dr WB	SR-73	Chambord	44	46,420	100	02-05-2021
Bonita Canyon Dr WB	Chambord	Bridge	33	13,200	100	02-05-2021
Bonita Canyon Dr WB	Bridge	Prarie Rd	33	32,555	100	02-05-2021
Bonita Canyon Dr WB	Prarie Rd	Mesa View Dr	30	52,950	100	02-05-2021
Bonita Canyon Dr WB	Mesa View Dr	Bridge	30	30,000	100	02-05-2021
Bonita Canyon Dr WB	Bridge	MacArthur Blvd	38	39,758	100	02-05-2021
Bristol St North	Jamboree Rd	Dove St	46	26,036	60	01-27-2021
Bristol St North	Dove St	Spruce St	46	58,006	63	01-27-2021
Bristol St North	Spruce St	Birch St	46	72,856	44	01-27-2021
Bristol St North	Birch St	Campus Dr	51	36,967	62	01-27-2021
Bristol St South	Irvine Ave	Birch St	58	33,900	55	01-27-2021
Bristol St South	Birch St	Cypress St	50	31,550	48	01-27-2021
Bristol St South	Cypress St	Spruce Ave	34	31,350	51	01-27-2021
Bristol St South	Spruce Ave	Bayview Pl	50	42,750	88	01-27-2021
Bristol St South	Bayview Pl	Jamboree Rd	50	52,000	63	01-27-2021
Campus Dr EB	Bristol St North	Quail St	41	40,450	100	01-18-2021
Campus Dr EB	Quail St	Dove St	42	58,150	98	01-18-2021
Campus Dr EB	Dove St	Airport	42	81,300	96	01-18-2021

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Campus Dr EB	Airport	MacArthur Blvd	62	26,040	96	01-18-2021
Campus Dr EB	MacArthur Blvd	MacArthur Ct	40	20,400	83	01-18-2021
Campus Dr EB	MacArthur Ct	Von Karman Ave	36	37,044	70	01-18-2021
Campus Dr EB	Von Karman Ave	Teller Ave	36	47,340	49	01-18-2021
Campus Dr EB	Teller Ave	Jamboree Rd	33	26,600	41	01-18-2021
Coast Highway E NB	Newport Coast Dr	Cameo Highlands Dr	50	176,750	60	02-04-2021
Coast Highway E NB	Cameo Highlands Dr	Morning Canyon Rd	28	38,900	33	02-04-2021
Coast Highway E NB	Morning Canyon Rd	Poppy Ave	28	48,220	45	02-04-2021
Coast Highway E NB	Poppy Ave	Marguerite Ave	28	46,940	42	02-04-2021
Coast Highway E NB	Marguerite Ave	Goldenrod Ave	28	54,370	42	02-04-2021
Coast Highway E NB	Goldenrod Ave	MacArthur Blvd	28	35,057	64	02-04-2021
Coast Highway E NB	MacArthur Blvd	Avocado Ave	50	39,500	80	02-03-2021
Coast Highway E NB	Avocado Ave	Newport Center Dr	50	54,500	75	02-03-2021
Coast Highway E NB	Newport Center Dr	Irvine Ter	50	56,250	73	02-03-2021
Coast Highway E NB	Irvine Ter	Jamboree Rd	46	154,350	74	02-03-2021
Coast Highway E SB	Jamboree Rd	Irvine Ter	46	139,150	74	02-03-2021
Coast Highway E SB	Irvine Ter	Newport Center Dr	46	55,600	42	02-03-2021
Coast Highway E SB	Newport Center Dr	Avocado Ave	44	55,830	72	02-03-2021
Coast Highway E SB	Avocado Ave	MacArthur Blvd	50	41,250	63	02-03-2021
Coast Highway E SB	MacArthur Blvd	Goldenrod Ave	28	35,442	62	02-03-2021
Coast Highway E SB	Goldenrod Ave	Marguerite Ave	28	58,170	69	02-04-2021
Coast Highway E SB	Marguerite Ave	Poppy Ave	28	47,190	57	02-04-2021
Coast Highway E SB	Poppy Ave	Morning Canyon Rd	28	49,220	46	02-04-2021
Coast Highway E SB	Morning Canyon Rd	Cameo Highlands Dr	30	41,750	37	02-04-2021
Coast Highway E SB	Cameo Highlands Dr	Newport Coast Dr	50	176,850	62	02-04-2021
Dover Dr NB	Coast Highway	Cliff Dr	39	40,823	91	01-27-2021
Dover Dr NB	Cliff Dr	Castaways Ln	30	39,080	100	01-27-2021
Dover Dr NB	Castaways Ln	Westcliff Dr	30	44,100	100	01-27-2021
Dover Dr NB	Westcliff Dr	Mariners Dr	37	96,795	99	01-27-2021
Dover Dr NB	Mariners Dr	Irvine Ave	37	34,854	97	01-27-2021
Dover Dr SB	Westcliff Dr	16th St	33	44,070	100	01-27-2021

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Dover Dr SB	16th St	Cliff Dr	30	37,500	99	01-27-2021
Dover Dr SB	Cliff Dr	Coast Highway	41	52,549	100	01-27-2021
Eastbluff Dr NB	Jamboree Rd	Vista Del Sol	30	119,250	72	02-05-2021
Eastbluff Dr NB	Vista Del Sol	Jamboree Rd/University Dr	30	120,000	56	02-05-2021
Eastbluff Dr SB	Jamboree Rd/University Dr	Vista Del Sol	30	120,000	47	03-08-2021
Eastbluff Dr SB	Vista Del Sol	Jamboree Rd	30	119,250	54	02-05-2021
Ford Rd EB	Jamboree Rd	MacArthur Blvd	34	129,320	100	02-04-2021
Ford Rd EB	San Miguel Dr	Hillside Dr	36	14,760	89	02-04-2021
Ford Rd EB	Newport Hills Dr	San Miguel Dr	29	79,047	72	02-04-2021
Ford Rd WB	MacArthur Blvd	Jamboree Rd	34	127,840	100	02-04-2021
Ford Rd WB	San Miguel Dr	Newport Hills Dr	30	72,600	78	02-04-2021
Ford Rd WB	Hillside Dr	San Miguel Dr	32	12,960	93	02-04-2021
Hospital Rd	Placentia Ave	Newport Blvd	57	39,900	65	03-08-2021
Irvine Ave	Baycrest Rd	Santiago Dr	38	82,460	100	01-19-2021
Irvine Ave	16th St	Mariners Dr	34	88,400	100	01-19-2021
Irvine Ave	Mariners Dr	Dover Dr	32	38,816	100	01-19-2021
Irvine Ave	Dover Dr	Linda Ln	34	21,930	100	01-19-2021
Irvine Ave	Linda Ln	Baycrest Rd	34	36,890	100	01-19-2021
Irvine Ave	Santiago Dr	23rd St	77	103,606	100	01-19-2021
Irvine Ave	23rd St	Santa Isabel Ave	76	114,000	100	01-19-2021
Irvine Ave	Santa Isabel Ave	University Dr	28	96,800	83	01-19-2021
Irvine Ave	Mesa Dr	Bristol St South	42	129,900	89	01-19-2021
Irvine Ave	Baycrest Rd	Francisco Dr	38	46,626	100	01-19-2021
Irvine Ave	Francisco Dr	Santiago Dr	38	37,658	100	01-19-2021
Irvine Ave	Santiago Dr	Francisco Dr	38	37,848	100	01-19-2021
Irvine Ave	Francisco Dr	Baycrest Rd	38	46,474	100	01-19-2021
Irvine Ave	300' S of Monte Vista Ave	Santa Isabel Ave	28	29,372	100	01-19-2021
Irvine Ave	BRISTOL ST	MESA DR	42	131,880	84	01-19-2021
Jamboree Rd	Bayside Dr	Coast Highway East	60	48,000	100	01-27-2021
Jamboree Rd NB	Coast Highway East	Back Bay Dr	53	37,014	81	01-27-2021
Jamboree Rd NB	Back Bay Dr	Island Lagoon Dr/Hyatt Newporter	61	42,175	49	01-26-2021

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Jamboree Rd NB	Island Lagoon Dr/Hyatt Newporter	Santa Barbara Dr	46	155,600	60	01-26-2021
Jamboree Rd NB	Santa Barbara Dr	San Joaquin Hills Rd	47	46,415	53	01-26-2021
Jamboree Rd NB	San Joaquin Hills Rd	Ford Rd	46	127,968	68	01-26-2021
Jamboree Rd NB	Ford Rd	Bison Ave	46	152,424	98	01-26-2021
Jamboree Rd NB	Bison Ave	University Dr/Eastbluff Dr	46	144,680	98	01-22-2021
Jamboree Rd NB	University Dr/Eastbluff Dr	Bayview Way	57	83,439	88	01-22-2021
Jamboree Rd NB	Bayview Way	Bristol St South	57	58,935	77	01-22-2021
Jamboree Rd NB	Bristol St North	MacArthur Blvd	46	39,380	73	01-22-2021
Jamboree Rd SB	Campus Dr	Birch St	49	43,740	69	01-22-2021
Jamboree Rd SB	Birch St	Fairchild Rd	48	106,560	73	01-22-2021
Jamboree Rd SB	Fairchild Rd	Koll Center	58	42,542	86	01-22-2021
Jamboree Rd SB	Koll Center	MacArthur Blvd	58	35,450	68	01-22-2021
Jamboree Rd SB	MacArthur Blvd	Bristol St North	46	38,824	74	01-22-2021
Jamboree Rd SB	Bristol St South	Bayview Way	53	51,214	77	01-22-2021
Jamboree Rd SB	Bayview Way	University Dr/Eastbluff Dr	46	87,498	78	01-22-2021
Jamboree Rd SB	University Dr/Eastbluff Dr	Bison Ave	46	151,880	93	01-22-2021
Jamboree Rd SB	Bison Ave	Ford Rd/Eastbluff Dr	46	154,430	98	01-26-2021
Jamboree Rd SB	Ford Rd/Eastbluff Dr	San Joaquin Hills Rd	46	128,450	60	01-26-2021
Jamboree Rd SB	San Joaquin Hills Rd	Santa Barbara Dr	46	51,920	47	01-26-2021
Jamboree Rd SB	Santa Barbara Dr	Island Lagoon Dr/Hyatt Newporter	46	146,710	63	01-26-2021
Jamboree Rd SB	Island Lagoon Dr/Hyatt Newporter	Back Bay Dr	46	31,460	37	01-27-2021
Jamboree Rd SB	Back Bay Dr	Coast Highway East	45	53,350	56	01-27-2021
MacArthur Blvd NB	Coast Highway East	San Miguel Dr	34	105,712	100	01-13-2021
MacArthur Blvd NB	San Miguel Dr	San Joaquin Hills Rd	46	74,798	100	01-13-2021
MacArthur Blvd NB	San Joaqin Hills Rd	3400' N of San Joaqin Hills Rd	44	151,350	100	01-13-2021
MacArthur Blvd NB	3400' N of San Joaqin Hills Rd	Bonita Canyon Dr/Ford Rd	44	140,900	100	01-13-2021
MacArthur Blvd NB	Bonita Canyon Dr/Ford Rd	Villaggio	59	97,144	100	01-12-2021
MacArthur Blvd NB	Villaggio	Bison Ave	55	84,560	100	01-12-2021
MacArthur Blvd NB	Bison Ave	City Limit	46	54,470	100	01-12-2021
MacArthur Blvd NB	Jamboree Rd	Von Karman Ave	39	99,757	62	01-12-2021
MacArthur Blvd NB	Von Karman Ave	Birch St	60	146,940	73	01-12-2021

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MacArthur Blvd NB	Birch St	Campus Dr	60	55,080	79	01-12-2021
MacArthur Blvd SB	Campus Dr	Birch St	61	81,960	57	01-12-2021
MacArthur Blvd SB	Birch St	Newport Place Dr	60	147,240	59	01-12-2021
MacArthur Blvd SB	Newport Place Dr	Jamboree Rd	61	104,984	57	01-12-2021
MacArthur Blvd SB	City Limit	Bison Ave	60	75,450	100	01-12-2021
MacArthur Blvd SB	Bison Ave	Vilaggio	55	74,060	98	01-12-2021
MacArthur Blvd SB	Villaggio	Bonita Canyon Dr	55	101,380	100	01-12-2021
MacArthur Blvd SB	Bonita Canyon Dr	2600' S Bonita Canyon Dr	46	125,600	100	01-12-2021
MacArthur Blvd SB	2600' S Bonita Canyon Dr	San Joaqin Hills Rd	46	171,400	100	01-12-2021
MacArthur Blvd SB	San Joaquin Hills Rd	San Miguel Dr	44	74,952	100	01-12-2021
MacArthur Blvd SB	San Miguel Dr	Coast Highway East	34	125,006	100	01-12-2021
Marguerite Ave	Harbor View Dr	Fifth Ave	55	84,810	100	01-28-2021
Marguerite Ave	Fifth Ave	Coast Hwy East	36	64,920	26	01-28-2021
Marguerite Ave	Harbor View Dr	Sausalito Dr	60	62,820	100	01-28-2021
Marguerite Ave	Sausalito Dr	San Joaquin Hills Rd	60	110,700	100	01-28-2021
Mesa Dr	Irvine Ave	Acacia St	66	90,090	86	01-18-2021
Mesa Dr	Acacia St	Mesa Dr/ Birch St	66	13,200	87	01-12-2021
Newport Blvd NB	21st St/Balboa Blvd West	23rd St	36	20,844	84	01-11-2021
Newport Blvd NB	23rd St	26th St	32	17,120	70	01-11-2021
Newport Blvd NB	26th St	28th St	38	15,770	84	01-11-2021
Newport Blvd NB	28th St	30th St	38	25,460	70	01-11-2021
Newport Blvd NB	30th St	32nd St	35	17,780	98	01-11-2021
Newport Blvd NB	32nd St	Finley Ave	52	20,880	98	01-11-2021
Newport Blvd NB	Finley Ave	Via Lido	42	21,084	100	01-11-2021
Newport Blvd NB	Via Lido	Newport Channel Bridge	42	25,956	73	01-11-2021
Newport Blvd SB	Finley Ave	32nd St	42	21,820	99	01-11-2021
Newport Blvd SB	32nd St	30th St	35	17,640	99	01-11-2021
Newport Blvd SB	30th St	28th St	41	26,568	72	01-11-2021
Newport Blvd SB	28th St	26th St	41	16,810	50	01-11-2021
Newport Blvd SB	26th St	23rd St	32	17,280	87	01-11-2021
Newport Blvd SB	23rd St	21st St/Balboa Blvd West	32	20,192	58	02-05-2021

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Newport Blvd SB	Newport Channel Bridge	Via Lido	42	22,932	57	01-11-2021
Newport Blvd SB	Via Lido	Finley Ave	42	21,546	98	01-11-2021
Newport Center Dr E NB	Newport Center Dr	Anacapa Dr	36	28,644	79	01-28-2021
Newport Center Dr E NB	Anacapa Dr	San Miguel Dr	36	31,630	90	03-08-2021
Newport Center Dr E NB	San Miguel Dr	Santa Rosa Dr	36	44,664	88	01-28-2021
Newport Center Dr E NB	Santa Rosa Dr	Santa Cruz Dr	36	57,296	82	01-28-2021
Newport Center Dr E SB	Santa Cruz Dr	Santa Rosa Dr	36	53,008	89	01-28-2021
Newport Center Dr E SB	Santa Rosa Dr	San Miguel Dr	36	43,360	93	01-28-2021
Newport Center Dr E SB	San Miguel Dr	Anacapa Dr	36	31,380	75	01-28-2021
Newport Center Dr E SB	Anacapa Dr	Newport Center Dr	36	29,144	58	01-28-2021
Newport Center Dr NB	Coast Highway East	Farallon Dr/Granville Dr	36	46,304	60	03-08-2021
Newport Center Dr NB	Farallon Dr/Granville Dr	Newport Center Dr West	36	32,748	75	03-08-2021
Newport Center Dr SB	Newport Center Dr West	Farallon Dr/Granville Dr	36	37,020	60	03-08-2021
Newport Center Dr SB	Farallon Dr/Granville Dr	Coast Highway East	36	40,816	75	03-08-2021
Newport Center Dr W NB	Newport Center Dr	Santa Barbara Dr	36	53,548	64	01-28-2021
Newport Center Dr W NB	Santa Barbara Dr	Santa Cruz Dr	36	41,632	65	01-28-2021
Newport Center Dr W SB	Santa Cruz Dr	Santa Barbara Dr	36	40,018	59	01-28-2021
Newport Center Dr W SB	Santa Barbara Dr	Newport Center Dr	36	55,924	70	03-08-2021
Newport Coast Dr NB	Coast Highway East	Pelican Hill Rd South	41	80,809	82	01-28-2021
Newport Coast Dr NB	Pelican Hill Rd South	Provence	41	66,321	78	01-28-2021
Newport Coast Dr NB	Provence	Pelican Hill Rd N/Ocean Ridge Dr	41	200,473	68	01-15-2021
Newport Coast Dr NB	Pelican Hill Rd N/Ocean Ridge Dr	Vista Ridge Rd/Pacific Pine Dr	41	140,908	85	01-14-2021
Newport Coast Dr NB	Vista Ridge Rd/Pacific Pine Dr	Ridge Park Rd	41	46,932	79	01-14-2021
Newport Coast Dr NB	Ridge Park Rd	San Joaquins Hills Rd	41	59,965	82	01-14-2021
Newport Coast Dr NB	San Joaquin Hills Rd	Sage Hill	41	124,804	74	01-14-2021
Newport Coast Dr NB	Sage Hill	73 Freeway Bridge	42	93,870	80	01-14-2021
Newport Coast Dr SB	Sage Hill	San Joaquin Hills Rd	41	129,054	74	01-14-2021
Newport Coast Dr SB	Ridge Park Rd	Vista Ridge Rd/Pacific Pine Dr	41	47,182	76	01-14-2021
Newport Coast Dr SB	Vista Ridge Rd/Pacific Pine Dr	Pelican Hill Rd N/Ocean Ridge Dr	41	143,408	81	01-14-2021
Newport Coast Dr SB	Pelican Hill Rd N/Ocean Ridge Dr	Provence	41	200,973	77	01-15-2021
Newport Coast Dr SB	Provence	Pelican Hill Rd South	41	70,821	86	01-15-2021

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Newport Coast Dr SB	Pelican Hill Rd South	Coast Highway East	41	83,809	88	01-15-2021
Newport Coast Dr SB	San Joaquin Hills Rd	Ridge Park Road	41	45,715	77	01-21-2021
Placentia Ave	Hospital Rd	Superior Ave	40	32,400	82	01-13-2021
Placentia Ave	Superior Ave	City Limits	62	79,050	84	01-13-2021
San Joaquin Hills Rd EB	Jamboree Rd	Santa Cruz Dr	40	61,900	100	01-21-2021
San Joaquin Hills Rd EB	Santa Cruz Dr	Santa Rosa Dr	40	88,650	100	01-21-2021
San Joaquin Hills Rd EB	Santa Rosa Dr	MacArthur Blvd	40	68,200	100	01-21-2021
San Joaquin Hills Rd EB	MacArthur Blvd	San Miguel Dr	40	44,320	90	01-20-2021
San Joaquin Hills Rd EB	San Miguel Dr	Crown Dr	41	39,212	63	01-20-2021
San Joaquin Hills Rd EB	Crown Dr	Marguerite Ave	41	65,993	69	01-20-2021
San Joaquin Hills Rd EB	Marguerite Ave	Spyglass Hill Rd	41	116,841	99	01-20-2021
San Joaquin Hills Rd EB	Spyglass Hill Rd	Newport Ridge Dr West	33	152,385	81	01-20-2021
San Joaquin Hills Rd EB	Newport Ridge Dr West	Newport Ridge Dr East	33	77,670	73	01-20-2021
San Joaquin Hills Rd EB	Newport Ridge Dr East	Newport Coast Dr	33	41,125	89	01-20-2021
San Joaquin Hills Rd WB	Newport Coast Dr	Newport Ridge Dr East	33	42,890	64	01-20-2021
San Joaquin Hills Rd WB	Newport Ridge Dr East	Newport Ridge Dr West	33	77,920	74	01-20-2021
San Joaquin Hills Rd WB	Newport Ridge Rd West	Spyglass Hill Rd	33	144,885	78	01-20-2021
San Joaquin Hills Rd WB	Spyglass Hill Rd	Marguerite Ave	41	115,619	100	01-20-2021
San Joaquin Hills Rd WB	Marguerite Ave	Crown Dr	41	65,993	77	01-20-2021
San Joaquin Hills Rd WB	Crown Dr	San Miguel Dr	41	40,212	72	01-20-2021
San Joaquin Hills Rd WB	San Miguel Dr	MacArthur Blvd	41	41,565	88	01-20-2021
San Joaquin Hills Rd WB	MacArthur Blvd	Santa Rosa Dr	40	70,360	100	01-21-2021
San Joaquin Hills Rd WB	Santa Rosa Dr	Santa Cruz Dr	40	92,200	100	01-21-2021
San Joaquin Hills Rd WB	Santa Cruz Dr	Jamboree Rd	40	63,240	100	01-21-2021
San Miguel Dr	Avocado Ave	MacArthur Blvd	92	28,520	56	01-21-2021
San Miguel Dr	Newport Center Dr East	Avocado Ave	72	68,216	56	01-21-2021
San Miguel Dr NB	MacArthur Blvd	San Joaquin Hills Rd	31	45,335	100	01-21-2021
San Miguel Dr NB	San Joaquin Hills Rd	Pacific View Dr	29	19,665	70	03-08-2021
San Miguel Dr NB	Pacific View Dr	Harbor Woods Pl	29	14,645	79	01-21-2021
San Miguel Dr NB	Harbor Woods Pl	Port Sutton Dr	29	53,319	78	01-21-2021
San Miguel Dr NB	Port Sutton Dr	Yacht Coquette (North End)	29	32,190	80	03-08-2021

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
San Miguel Dr NB	Yacht Coquette (North End)	Spyglass Hill Rd/Eastgate Dr	29	45,326	50	01-21-2021
San Miguel Dr NB	Spyglass Hill Rd/Eastgate Dr	Ford Rd	29	70,294	45	01-21-2021
San Miguel Dr SB	Ford Rd	Spyglass Hill Rd/Eastgate Dr	29	67,170	45	01-21-2021
San Miguel Dr SB	Spyglass Hill Rd/Eastgate Dr	Yacht Coquette (North Side)	29	43,326	47	01-21-2021
San Miguel Dr SB	Yacht Coquette (North Side)	Port Sutton Dr/Yacht Coquette (S)	29	33,940	51	01-21-2021
San Miguel Dr SB	Port Sutton Dr	Harbor Woods Pl	29	51,069	85	01-21-2021
San Miguel Dr SB	Harbor Woods Pl	Pacific View Dr	29	15,645	87	01-21-2021
San Miguel Dr SB	Pacific View Dr	San Joaquin Hills Rd	29	22,915	78	01-21-2021
San Miguel Dr SB	San Joaquin Hills Rd	MacArthur Blvd	30	41,200	97	01-21-2021
Santa Cruz Dr	San Joaquin Hills Rd	Newport Center Dr West	72	82,656	52	01-25-2021
Santa Rosa Dr	Newport Center Dr East	San Joaquin Hills Rd	72	39,600	91	01-21-2021
Spyglass Hill Rd	San Miguel Dr	Harbor Ridge Dr	44	54,340	72	01-25-2021
Spyglass Hill Rd	Harbor Ridge Dr	Ridgeline Dr	44	56,452	68	01-25-2021
Spyglass Hill Rd	Ridgeline Dr	El Capitan Dr	44	56,144	49	01-25-2021
Spyglass Hill Rd	El Capitan Dr	San Joaquin Hills Rd	44	84,480	74	01-25-2021
Superior Av NB	Coast Highway West	Ticonderga St	38	55,784	56	01-25-2021
Superior Av NB	Ticonderga St	Placentia Ave	38	56,734	62	01-25-2021
Superior Av NB	Placentia Ave	City Limit	38	66,500	95	01-25-2021
Superior Av SB	City Limit	Placentia Av	38	63,080	85	01-25-2021
Superior Av SB	Placentia Av	Ticonderga St	38	58,976	51	01-25-2021
Superior Av SB	Ticonderga St	Coast Highway West	38	58,976	80	03-08-2021
University Dr EB	Jamboree Rd	La Vida/Baypointe Dr	32	21,730	100	01-25-2021
University Dr EB	La Vida/Baypointe Dr	Bonita Creek Bridge	32	21,280	100	01-25-2021
University Dr EB	Bonita Creek Bridge	City Limit	44	34,320	100	01-25-2021
University Dr WB	City Limit	Bonita Creek Bridge	44	36,320	100	01-25-2021
University Dr WB	Bonita Creek Bridge	La Vida/Baypointe Dr	42	29,600	100	01-25-2021
University Dr WB	La Vida/Baypointe Dr	Jamboree Rd	42	30,130	100	01-25-2021
Via Lido	Newport Blvd	Bridge (West End)	26	40,300	85	01-18-2021
Via Lido	Bridge (West End)	Newport Blvd	26	40,300	83	01-18-2021
Von Karman Ave	Campus Dr	Birch St	76	56,952	61	01-25-2021
Von Karman Ave	Birch St	MacArthur Blvd	76	163,580	61	01-25-2021

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Westcliff Dr EB	Irvine Ave	Dover Dr	25	42,575	98	01-22-2021
Westcliff Dr WB	Dover Dr	Irvine Ave	25	42,375	96	01-22-2021

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LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
06th St	Bay Ave West	Balboa Blvd West	34	4,896	100	03-04-2021
06th St	Balboa Blvd West	Ocean Front West	34	5,168	84	12-14-2020
07th St	Bay Ave West	Balboa Blvd West	30	5,010	85	12-14-2020
07th St	Balboa Blvd West	Ocean Front West	34	5,100	81	12-14-2020
08th St	Bay Ave West	Balboa Blvd West	33	5,280	79	12-14-2020
08th St	Balboa Blvd West	Ocean Front West	33	5,280	85	12-14-2020
09th St	North End	Bay Ave West	30	3,300	91	12-14-2020
09th St	Bay Ave West	Balboa Blvd West	27	4,995	79	12-17-2020
09th St	Balboa Blvd West	Ocean Front West	28	5,740	82	12-17-2020
10th St	North End	Bay Ave West	26	936	90	12-17-2020
10th St	Bay Ave West	Balboa Blvd West	28	5,180	85	12-17-2020
10th St	Balboa Blvd West	Ocean Front West	27	6,129	85	12-17-2020
11th St	North End	Bay Ave West	30	900	94	12-17-2020
11th St	Bay Ave West	Balboa Blvd West	28	5,208	80	12-17-2020
11th St	Balboa Blvd West	Ocean Front West	28	6,440	77	12-14-2020
12th St	North End	Bay Ave West	29	870	88	12-14-2020
12th St	Bay Ave West	Balboa Blvd West	28	5,180	83	12-14-2020
12th St	Balboa Blvd West	Ocean Front West	28	6,440	81	12-14-2020
13th St	North End	Bay Ave West	30	900	81	12-14-2020
13th St	Bay Ave West	Balboa Blvd West	28	6,048	67	12-14-2020
13th St	Balboa Blvd West	Ocean Front West	28	6,720	81	12-14-2020
14th St	North End	Bay Ave West	30	900	81	12-17-2020
14th St	Bay Ave West	Balboa Blvd West	30	6,450	81	12-17-2020
14th St	Balboa Blvd West	Ocean Front West	27	6,210	86	12-17-2020
15th St	North End	Balboa Blvd West	73	21,900	76	12-17-2020
15th St	Balboa Blvd West	Ocean Front West	77	17,941	84	12-17-2020
15th St	Old Newport Ave	Bolsa Ave	18	12,420	50	12-17-2020
15th St	Bolsa Ave	Santa Ana Ave	18	17,280	86	12-17-2020
15th St	Santa Ana Ave	Redlands Ave	36	24,120	55	12-14-2020
15th St	Redlands Ave	Tustin Ave	18	12,060	71	12-14-2020
15th St	Tustin Ave	Aliso Ave	36	23,760	73	12-14-2020
15th St	Aliso Ave	Irvine Ave	36	23,760	72	12-14-2020
15th St	Irvine Ave	St Andrew Rd	62	33,720	52	12-14-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
15th St	St Andrew Rd	Kings Pl	35	41,300	69	12-14-2020
15th St	Kings Pl	St James Pl	35	7,350	92	12-14-2020
15th St W	Monrovia Ave	Placentia Ave	36	46,224	48	12-17-2020
15th St W	Placentia Ave	Superior Ave	60	12,900	51	12-17-2020
16th St	Balboa Blvd West	Ocean Front West	27	6,075	87	12-17-2020
16th St W	West End	Placentia Ave	36	86,400	70	12-17-2020
17th St	Balboa Blvd West	Ocean Front West	28	6,300	74	12-17-2020
18th St	North End	Balboa Blvd West	28	8,400	72	12-17-2020
18th St	Balboa Blvd West	Ocean Front West	28	6,356	79	12-17-2020
19th St	North End	Balboa Blvd West	28	12,040	87	12-14-2020
19th St	Balboa Blvd West	Ocean Front West	30	8,100	76	12-14-2020
19th St	Balboa Blvd	Sundance Dr	30	27,900	67	12-14-2020
20th St	North End	91' S of North End	34	3,094	86	12-14-2020
20th St	91' S of North End	Balboa Blvd West	34	11,050	57	12-14-2020
20th St	Balboa Blvd West	Ocean Front West	33	11,418	91	12-14-2020
21st St	North End	Balboa Blvd West	24	10,608	84	12-14-2020
21st St	Balboa Blvd West N/s	South End	24	10,608	75	12-16-2020
22nd St	North End	Balboa Blvd West	40	5,200	84	12-16-2020
22nd St	Balboa Blvd West	Ocean Front West	30	9,450	73	12-16-2020
23rd St	Balboa Blvd West	Ocean Front West	30	10,800	69	12-16-2020
23rd St	City Limits	Tustin Ave	35	33,005	77	12-16-2020
23rd St	Tustin Ave	Irvine Ave	35	27,230	62	12-16-2020
24th St	Balboa Blvd	Ocean Front West	16	6,240	52	12-16-2020
25th St	Balboa Blvd	Ocean Front West	16	6,320	88	12-14-2020
26th St	East End	Newport Blvd	29	4,060	78	12-14-2020
26th St	Newport Blvd	Balboa Blvd	22	2,750	60	12-14-2020
26th St	Balboa Blvd	Ocean Front West	21	8,295	67	12-14-2020
27th St	Balboa Blvd	Ocean Front West	20	7,800	56	12-14-2020
28th St	East End	Villa Way	14	1,050	72	12-14-2020
28th St	Villa Way	Newport Blvd East NB	54	11,750	60	12-14-2020
28th St	Newport Blvd East NB	Newport Blvd West SB	37	4,995	75	12-16-2020
28th St	Newport Blvd West SB	Balboa Blvd	60	13,200	79	12-16-2020
28th St	Balboa Blvd West	Ocean Front West	34	13,090	39	12-16-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
29th St	East End	Lafayette Ave	24	1,800	71	12-16-2020
29th St	Lafayette Ave	Newport Blvd NB	24	12,840	76	12-16-2020
29th St	Newport Blvd SB	Balboa Blvd	33	10,725	53	12-16-2020
29th St	Balboa Blvd	Ocean Front West	33	12,705	65	12-16-2020
30th St	Lafayette Ave	Villa Way	29	7,965	92	12-14-2020
30th St	Villa Way	Newport Blvd	25	11,250	72	12-14-2020
30th St	Newport Blvd	180' E of Balboa Blvd	34	7,480	90	12-14-2020
30th St	180' E of Balboa Blvd	Balboa Blvd	34	6,120	46	12-14-2020
30th St	Balboa Blvd	Ocean Front West	32	12,000	66	12-14-2020
31st St	Lafayette Ave	Villa Way	24	8,424	48	12-14-2020
31st St	Villa Way	Newport Blvd	24	11,832	75	03-04-2021
31st St	Balboa Blvd	Ocean Front West	32	12,032	95	12-16-2020
32nd St	Balboa Blvd	Seashore Dr	36	6,264	59	12-16-2020
32nd St	Seashore Dr	Ocean Front West	16	3,040	74	12-16-2020
33rd St	East End	Marcus Ave	18	1,350	92	12-16-2020
33rd St	Marcus Ave	Lake Ave	18	3,960	86	12-16-2020
33rd St	Lake Ave	Balboa Blvd	18	4,950	88	12-16-2020
33rd St	Balboa Blvd	Seashore Dr	20	4,960	85	12-16-2020
33rd St	Seashore Dr	Ocean Front West	16	2,160	86	12-14-2020
34th St	Clubhouse Ave	Rivo Alto	16	2,640	86	12-14-2020
34th St	Rivo Alto	Marcus Ave	16	1,056	90	12-14-2020
34th St	Marcus Ave	Lake Ave	18	3,888	90	12-14-2020
34th St	Lake Ave	Balboa Blvd	18	5,040	86	12-14-2020
34th St	Balboa Blvd	Seashore Dr	18	4,756	85	12-14-2020
34th St	Seashore Dr	Ocean Front West	17	1,700	80	12-14-2020
35th St	Short St	Finley Ave	16	4,880	93	12-16-2020
35th St	Finley Ave	Rivo Alto	16	1,120	91	12-16-2020
35th St	Rivo Alto	Marcus Ave	16	1,360	91	12-16-2020
35th St	Marcus Ave	Lake Ave	20	4,300	76	12-16-2020
35th St	Lake Ave	Balboa Blvd	20	5,660	74	12-16-2020
35th St	Balboa Blvd	Seashore Dr	20	5,264	88	12-16-2020
35th St	Seashore Dr	Ocean Front West	20	1,800	82	12-16-2020
36th St	Short St	Clubhouse Ave	16	5,440	77	12-14-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
36th St	Finley Ave	Short St	16	4,880	78	12-14-2020
36th St	Finley Ave	End	16	1,120	60	12-14-2020
36th St	Rivo Alto	Marcus Ave	20	2,000	66	12-14-2020
36th St	Marcus Ave	Balboa Blvd	20	10,000	79	12-14-2020
36th St	Seashore Dr	Ocean Front West	20	1,780	90	12-16-2020
36th St	Balboa Blvd	Seashore Dr	20	3,124	66	12-14-2020
36th St	Balboa Blvd	Seashore Dr	20	540	91	12-15-2020
37th St	Lake Ave	48' E of Park Ln	20	2,300	80	12-16-2020
37th St	48' E of Park Ln	Park Ln	20	960	96	12-16-2020
37th St	Balboa Blvd	Seashore Dr	20	5,340	53	12-16-2020
37th St	Seashore Dr	Ocean Front West	20	1,400	91	12-16-2020
38th St	North End	Channel Pl	16	544	85	03-04-2021
38th St	Channel Pl	Finley Ave	16	3,616	88	12-16-2020
38th St	Finley Ave	Marcus Ave	16	4,400	79	12-15-2020
38th St	Marcus Ave	East End of Bridge	16	1,328	71	12-15-2020
38th St	East End of Bridge	Lake Ave	19	2,147	57	12-15-2020
38th St	Lake Ave	Balboa Blvd	22	5,984	86	12-15-2020
38th St	Balboa Blvd	Seashore Dr	18	5,448	53	12-15-2020
38th St	Seashore Dr	Ocean Front West	20	1,440	94	12-15-2020
39th St	North End	Channel Pl	16	560	74	12-15-2020
39th St	Channel Pl	Marcus Ave	16	4,400	81	12-16-2020
39th St	Marcus Ave	Rivo Alto	19	703	68	12-16-2020
39th St	Rivo Alto	River Ave	20	720	94	12-16-2020
39th St	River Ave	Balboa Blvd	17	2,805	75	12-16-2020
39th St	Balboa Blvd	Seashore Dr	18	5,610	54	12-16-2020
39th St	Seashore Dr	Ocean Front West	20	1,500	90	12-16-2020
40th St	North End	Channel Pl	16	560	81	12-16-2020
40th St	Channel Pl	Marcus Ave	16	2,080	82	12-15-2020
40th St	Marcus Ave	Rivo Alto	16	560	67	12-15-2020
40th St	Rivo Alto	River Ave	20	700	94	12-15-2020
40th St	River Ave	Balboa Blvd	20	3,140	65	12-15-2020
40th St	Balboa Blvd	Seashore Dr	18	5,844	48	12-15-2020
40th St	Seashore Dr	Ocean Front West	20	1,320	90	12-15-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
41st St	Rivo Alto	River Ave	20	720	84	12-15-2020
41st St	River Ave	Balboa Blvd	20	3,080	58	12-16-2020
41st St	Balboa Blvd	Seashore Dr	18	6,060	70	03-04-2021
41st St	Seashore Dr	Ocean Front West	20	1,480	92	12-16-2020
42nd St	Rivo Alto	River Ave	20	700	77	12-16-2020
42nd St	River Ave	Balboa Blvd	20	3,160	46	12-16-2020
42nd St	Balboa Blvd	Seashore Dr	18	6,350	56	12-16-2020
42nd St	Seashore Dr	Ocean Front West	19	1,406	92	12-16-2020
43rd St	Rivo Alto	River Ave	21	1,806	60	12-15-2020
43rd St	River Ave	Balboa Blvd	21	3,255	70	12-15-2020
43rd St	Balboa Blvd	Seashore Dr	18	6,210	48	12-15-2020
43rd St	Seashore Dr	Ocean Front West	20	1,540	92	12-15-2020
44th St	Channel Pl	Balboa Blvd	21	2,100	81	12-15-2020
44th St	Balboa Blvd	Seashore Dr	21	7,770	38	12-15-2020
44th St	Seashore Dr	Ocean Front West	20	1,560	90	12-15-2020
45th St	Balboa Blvd	Seashore Dr	21	8,295	63	12-16-2020
45th St	Seashore Dr	Ocean Front West	20	1,500	90	12-16-2020
46th St	Balboa Blvd	Seashore Dr	21	9,198	74	12-16-2020
46th St	Seashore Dr	Ocean Front West	20	1,500	90	12-16-2020
47th St	River Ave	Neptune Ave	21	6,615	88	12-16-2020
47th St	Neptune Ave	Seashore Dr	20	1,680	87	12-17-2020
47th St	Seashore Dr	Ocean Front West	20	1,460	90	12-16-2020
48th St	River Ave	Neptune Ave	20	5,200	79	12-15-2020
48th St	Seashore Dr	Ocean Front West	20	1,440	94	12-15-2020
49th St	River Dr	Neptune Ave	20	4,900	94	12-15-2020
49th St	Seashore Dr	Ocean Front West	20	1,260	94	12-15-2020
50th St	River Ave	Neptune Ave	20	4,600	94	12-15-2020
50th St	Seashore Dr	Ocean Front West	20	1,240	92	12-15-2020
51st St	River Ave	Seashore Dr	20	6,600	94	12-15-2020
51st St	Seashore Dr	Ocean Front West	20	1,060	89	12-17-2020
52nd St	River Ave	Neptune Ave	20	4,300	94	12-17-2020
52nd St	Seashore Dr	Ocean Front West	20	1,060	89	12-17-2020
53rd St	River Ave	Neptune Ave	20	3,620	94	12-17-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
53rd St	Seashore Dr	Ocean Front West	20	1,300	89	12-17-2020
54th St	River Ave	Neptune Ave	38	5,320	87	12-17-2020
54th St	Neptune Ave	Seashore Dr	27	2,025	95	12-17-2020
54th St	Seashore Dr	Ocean Front West	20	1,400	94	12-15-2020
55th St	Seashore Dr	Ocean Front West	18	1,260	90	12-15-2020
56th St	Seashore Dr	Ocean Front West	20	1,640	95	12-15-2020
57th St	Seashore Dr	Ocean Front West	19	1,615	90	12-15-2020
58th St	Seashore Dr	Ocean Front West	19	1,691	90	12-15-2020
59th St	Seashore Dr	Ocean Front West	20	1,720	95	12-15-2020
60th St	North End	Coast Highway West	28	4,340	92	12-28-2020
60th St	Seashore Dr	Ocean Front West	19	1,691	87	12-17-2020
61st St	Lancaster St	Coast Highway West	20	12,900	80	12-17-2020
61st St	Seashore Dr	Ocean Front West	19	1,615	85	12-17-2020
62nd St	Canal St	Cedar St	29	24,940	82	12-17-2020
62nd St	Cedar St	Lancaster St	29	13,920	84	12-17-2020
62nd St	Lancaster St	Newport Shores Dr	29	11,745	38	12-17-2020
62nd St	Newport Shores Dr	Coast Highway West	18	2,970	82	12-17-2020
62nd St	Seashore Dr	Ocean Front Alley West	18	990	87	12-15-2020
62nd St	Ocean Front Alley West	Ocean Front West	18	1,260	88	12-15-2020
A St	Bay Ave East	Balboa Blvd East	20	2,700	86	12-15-2020
A St	Balboa Blvd East	Ocean Front East	20	4,200	93	12-15-2020
A St	Ocean Front East	South End	60	32,100	49	12-15-2020
Abalone Ave	Abalone Pl	Balboa Ave	28	3,920	83	11-20-2019
Abalone Ave	Balboa Ave	Park Ave	28	11,760	92	11-20-2019
Abalone Ave	Park Ave	Bay Front South	28	11,620	90	11-20-2019
Abalone Dr	Crystal Ave	Abalone Pl	28	6,160	92	11-20-2019
Abalone Pl	Abalone Dr	Crystal Ave	24	4,440	92	11-20-2019
Acacia Ave	Coast Highway East	Second Ave	27	29,025	90	11-20-2019
Acacia Ave	Second Ave	Pacific Dr	27	19,359	79	12-12-2019
Acacia St	Orchard Dr	Mesa Dr	50	56,100	89	12-09-2019
Adams St	North End	Bay Ave East	21	3,255	81	12-15-2020
Adams St	Bay Ave East	Balboa Blvd East	19	4,750	47	12-15-2020
Adams St	Balboa Blvd East	Ocean Front Alley East	19	2,185	78	12-17-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Adams St	Ocean Front Alley East	Ocean Front East	15	1,395	74	12-17-2020
Agate Ave	Bay Front North	Park Ave	23	15,318	53	12-09-2019
Agate Ave	Park Ave	Bay Front South	30	15,150	63	11-22-2019
Alba St	Eastbluff Dr	Aralia St	36	4,932	100	11-22-2019
Aldean Pl	15th St	End	35	9,100	79	12-17-2020
Aldebaran Cir	Galaxy Dr	End	55	9,925	93	12-17-2020
Alder Pl	Alta Vista Dr	End	32	9,760	100	11-22-2019
Aleppo St	Aralia St	Alta Vista Dr	37	24,975	99	11-22-2019
Aleppo St	Alta Vista Dr	End	32	12,320	100	11-22-2019
Aliso Ave	15th St	Clay St	35	22,505	74	12-17-2020
Aliso Ave	Clay St	Beacon St	35	23,345	80	03-04-2021
Aliso Ave	Beacon St	Cliff Dr	35	14,700	65	03-04-2021
Almond Pl	Alta Vista Dr	End	32	7,840	100	11-22-2019
Alta Vista Dr	Carob St	Bison Ave	36	79,920	99	11-22-2019
Alta Vista Dr	Bison Ave	Bellis St	36	37,620	99	11-22-2019
Alta Vista Dr	Bellis St	Aralia St	36	67,680	100	11-22-2019
Altura Dr	Marapata Dr	Angelita Dr	34	31,450	72	11-14-2019
Alvarado Pl	Bay Front North	Bay Ave East	34	17,000	58	12-17-2020
Amethyst Ave	Bay Front North	Balboa Ave	27	15,525	67	11-19-2019
Amethyst Ave	Balboa Ave	Park Ave	27	11,475	65	11-19-2019
Amethyst Ave	Park Ave	Bay Front South	27	11,070	72	11-19-2019
Amigos Way	Domingo Dr	Domingo Dr	36	37,980	97	11-19-2019
Anacapa Dr	Newport Center Dr East	Farallon Dr	48	36,384	60	11-14-2019
Anade Ave	Bay Ave East	Edgewater Ave East	34	17,340	70	12-17-2020
Angelita Dr	Kewamee Dr	Bayadere Ter	38	40,280	60	11-14-2019
Anita Ln	Estelle Ln	Marian Ln	33	36,366	90	12-17-2020
Anniversary Ln	Irvine Ave	End	28	61,852	75	12-17-2020
Antigua Cir	Santiago Dr	End	33	7,945	93	12-17-2020
Antigua Way	Santiago Dr (North End)	Mariners Dr	37	74,460	93	12-17-2020
Antigua Way	Mariners Dr	Santiago Dr (South End)	35	35,210	94	12-17-2020
Apolena Ave	Bay Front North	Balboa Ave	27	15,471	76	11-14-2019
Apolena Ave	Balboa Ave	Park Ave	27	11,502	72	11-19-2019
Apolena Ave	Park Ave	Bay Ave South	27	11,178	81	11-19-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Aralia St	Aleppo St	End	35	62,125	99	11-22-2019
Arbutus St	Aleppo St	Alta Vista Dr	36	41,040	98	11-22-2019
Arbutus St	Alta Vista Dr	End	32	7,200	99	11-22-2019
Ashford Ln	Glenwood Ln	Santiago Dr	33	10,995	90	12-18-2020
Avocado Ave	Pacific Dr	160' N of Pacific Dr	16	2,560	94	12-05-2019
Avocado Ave	160' N of Pacific Dr	Waterfront Dr	16	1,472	65	12-05-2019
Avocado Ave	Waterfront Dr	Coast Highway East	86	99,420	79	12-05-2019
Avocado Ave	San Miguel Dr	Bus Station	36	56,210	95	11-28-2019
Avocado Ave NB	Bus Station	San Joaquin Hills Rd	23	2,093	80	12-24-2019
Avocado Ave SB	San Joaquin Hills Rd	167' S/O San Joaquin Hills	22	3,674	82	12-24-2019
Avocado Ave SB	167' S/O San Joaquin Hills	Bus Station	22	3,674	95	03-26-2020
Avon St	West End	Riverside Ave	21	18,747	90	12-18-2020
Avon St	Riverside Ave	Tustin Ave	34	15,572	86	12-18-2020
Azure Ave	Orchid St	Bay View Ave	35	22,050	95	12-09-2019
B St	North End	Balboa Blvd East	20	1,800	67	03-05-2021
B St	Balboa Blvd East	Ocean Front East	20	2,700	98	12-18-2020
B St	Ocean Front East	South End	60	19,200	90	12-18-2020
Babcock St SB	City Limit	16th St West	33	10,098	76	12-18-2020
Back Bay Dr	Jamboree Rd	Entrance to Newport Dunes	61	67,710	96	12-03-2019
Back Bay Dr	Entrance to Newport Dunes	Shellmaker Rd	48	58,800	98	12-03-2019
Back Bay Dr	Shellmaker Rd	Beginning of PCC Section	22	17,600	95	12-03-2019
Back Bay Dr	Beginning of PCC Section	End of PCC Section	22	6,600	67	12-13-2019
Back Bay Dr	End of PCC Section	San Joaquin Hills Rd	22	36,278	95	12-13-2019
Back Bay Dr	San Jaoquin Hills Rd	Beginning of PCC Section	22	59,620	81	12-13-2019
Back Bay Dr	Beginning of PCC Section	End of PCC Section	22	1,980	21	12-03-2019
Back Bay Dr	End of PCC Section	Backbay sewer pump station	22	68,332	93	12-03-2019
Back Bay Dr	Backbay Sewer Pump Station	Access Rd	22	13,354	64	12-03-2019
Back Bay Dr	Access Rd	Staired Path to Landmark	22	52,668	78	12-13-2019
Back Bay Dr	Staired Path to Landmark	Eastbluff Dr	22	79,004	73	12-13-2019
Balboa Ave	Collins Ave	Marine Ave	28	48,300	55	11-20-2019
Balboa Ave	Marine Ave	Grand Canal	28	5,040	75	11-23-2019
Balboa Ave	Grand Canal	Bay Front East	28	13,440	83	11-22-2019
Balboa Blvd	19th St	End (North City Limit)	30	22,500	48	12-17-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Balboa Blvd E EB	Main St	B St	27	18,765	64	12-17-2020
Balboa Blvd E EB	B St	D St	22	21,802	61	12-17-2020
Balboa Blvd E EB	D St	G St	22	23,452	64	12-17-2020
Balboa Blvd E EB	G St	J St	22	21,670	91	12-17-2020
Balboa Blvd E EB	J St	L St	22	8,470	93	12-17-2020
Balboa Blvd E EB	L St	M St	22	15,092	94	12-17-2020
Balboa Blvd E EB	M St	Channel Dr	18	7,074	93	12-18-2020
Balboa Blvd E WB	Channel Rd	M St	22	8,646	95	12-18-2020
Balboa Blvd E WB	M St	L St	22	15,092	95	12-18-2020
Balboa Blvd E WB	L St	J St	22	8,470	92	12-18-2020
Balboa Blvd E WB	J St	G St	22	21,670	93	12-18-2020
Balboa Blvd E WB	G St	D St	22	23,452	60	12-18-2020
Balboa Blvd E WB	D St	B St	22	21,802	73	12-18-2020
Balboa Blvd E WB	B St	Main St	27	18,765	65	12-17-2020
Bamboo St	Bison Ave	Bellis St	36	64,980	100	11-22-2019
Basswood St	Alta Vista Dr	Alta Vista Dr	33	35,425	100	11-22-2019
Bay Ave E	6th St	Island Ave	28	10,360	73	12-17-2020
Bay Ave E	Medina Way	Fernando St	28	14,420	94	12-17-2020
Bay Ave E	Fernando St	Adams St	30	17,250	89	12-17-2020
Bay Ave E	Adams St	Palm St	29	7,975	90	12-17-2020
Bay Ave E	Palm St	Main St	26	10,850	79	12-17-2020
Bay Ave E	Main St	A St	21	5,670	88	12-18-2020
Bay Ave E	Island Ave	Medina Way	28	15,008	88	12-17-2020
Bay Ave W	19th St	18th St	42	24,350	95	12-18-2020
Bay Ave W	15th St	13th St	34	31,280	95	12-18-2020
Bay Ave W	13th St	10th St	34	44,880	94	12-18-2020
Bay Ave W	10th St	9th St	33	15,510	79	12-18-2020
Bay Ave W	9th St	7th St	30	26,100	91	12-18-2020
Bay Ave W	7th St	6th St	28	12,600	82	12-18-2020
Bay Farm Pl	Upper Bay Dr	End	34	14,450	95	12-09-2019
Bay View Ave	Mesa Dr	Orchard Dr	35	42,000	95	12-09-2019
Bay View Ave	Orchard Dr	Zenith Ave	35	42,000	94	12-09-2019
Bayadere Ter	Sabrina Ter	Angelita Dr	33	76,230	70	11-14-2019

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Baycrest Rd	Irvine Ave	Tradewinds Ln	38	9,044	84	12-17-2020
Bayport Way	Holiday Rd	South End	33	7,656	88	12-17-2020
Bayport Way	Francisco Dr	North End	34	9,742	90	12-17-2020
Bayside Dr	Marguerite Ave	Carnation Ave	37	74,855	95	03-25-2020
Bayside Dr	Carnation Ave	El Paseo Dr	37	126,200	85	12-12-2019
Bayside Dr	El Paseo Dr	Jamboree Rd	37	85,420	68	12-12-2019
Bayside Dr	Coast Highway East	End	38	45,106	94	12-12-2019
Bayview Dr	Ocean Blvd	Goldenrod Ave	28	4,396	96	12-13-2019
Bayview Dr	Goldenrod Ave	Heliotrope Ave	28	7,028	96	12-13-2019
Bayview Dr	Heliotrope Ave	Iris Ave	28	7,280	96	12-06-2019
Bayview Pl	Bristol St South	Bayview Way	54	75,170	97	12-09-2019
Bayview Way	Shearwater Pl	Bayview Pl	37	32,838	93	12-09-2019
Bayview Way	Jamboree Rd	End	72	14,544	89	12-09-2019
Bayview Way EB	Bayview Pl	Jamboree Rd	33	21,371	98	12-09-2019
Bayview Way WB	Jamboree Rd	Bayview Pl	32	19,744	97	12-09-2019
Beacon Bay	Harbor Island Rd	End	24	28,080	98	12-12-2019
Beacon St	Westminster Ave	Holmwood Dr	34	8,160	82	12-17-2020
Beacon St	La Jolla Dr	Santa Ana Ave	33	3,465	91	12-17-2020
Beacon St	Santa Ana Ave	Cliff Dr	34	7,140	73	12-17-2020
Beacon St	Tustin Ave	Aliso Ave	35	21,000	60	03-05-2021
Beacon St	Aliso Ave	Irvine Ave	35	22,330	71	12-18-2020
Bedford Ln	Rutland Rd	Buckingham Ln	36	23,076	90	12-18-2020
Begonia Ave	Pacific Dr	Coast Highway East	28	52,780	94	12-12-2019
Bellis St	Bamboo St	Alta Vista	37	27,010	98	11-22-2019
Bellis St	Alta Vista Dr	End	32	15,200	100	11-11-2019
Berkshire Ln	Oxford Ln	Cambridge Ln	34	32,198	91	12-18-2020
Beryl Ln	Priscilla Ln	Vivian Ln	34	41,864	77	12-18-2020
Birch St	Mesa Dr	End	36	9,552	95	03-26-2020
Bison Ave	Bamboo St	Jamboree Rd	36	41,780	100	11-22-2019
Bixia St	Eastbluff Dr	Bamboo St	35	5,250	100	11-22-2019
Blackthorn St	Bellis St	Bison Ave	34	47,090	98	11-22-2019
Blue Gum Ln	Westcliff Dr	End	32	25,500	56	12-18-2020
Blue Key	Sandcastle Dr	End	32	26,700	93	11-25-2019

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Complete Street Listing Current Conditions
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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Blue Water Dr	Salt Air Dr	Crown Dr North	32	35,028	91	11-25-2019
Bodega Bay Dr	San Mateo Way	End	36	48,780	65	12-10-2019
Bolsa Ave	Broad St	Clay St	38	7,714	71	12-18-2020
Bolsa Ave	Clay St	15th St	36	14,616	81	12-18-2020
Bonaire Way	Holiday Rd	South End	33	10,255	93	12-17-2020
Bonaire Way	Francisco Dr	North End	33	7,425	93	12-17-2020
Bonnie Doon Ter	Dolphin Ter	Patolita Dr	37	39,479	74	11-14-2019
Bonnie Doon Ter	Patolita Dr	Ramona Dr	37	54,797	71	11-14-2019
Bonnie Doon Ter	Ramona Dr	Malabar Dr	37	12,950	85	11-14-2019
Bowsprit Dr	MacArthur Blvd	Dove St	44	13,464	96	12-09-2019
Braemar Way	Francisco Dr	End	34	9,810	87	12-17-2020
Breakers Dr	Ocean Blvd	Breakers Dr	20	18,000	87	12-13-2019
Breakers Dr	Breakers Dr	End	25	25,875	98	12-13-2019
Brighton Rd	Cameo Shores Rd	Camden Dr	33	48,370	98	11-25-2019
Broad St	Bolsa Ave	Westminster Ave	36	22,608	90	12-17-2020
Broad St	Westminster Ave	Santa Ana Ave	35	25,375	66	12-17-2020
Broad St	San Bernardino Ave	Redlands Ave	35	9,975	87	12-18-2020
Broad St	Santa Ana Ave	San Bernardino Ave	20	5,600	61	12-17-2020
Broad St	Santa Ana Ave	San Bernardino Ave	16	4,480	79	12-17-2020
Buck Gully Dr	Sandcastle Dr	End	36	5,786	77	11-25-2019
Buckeye St	Bellis St	Bison Ave	32	38,080	99	11-22-2019
Buckingham Ln	Westcliff Dr	Cornwall Ln	36	22,320	88	12-18-2020
Bunya St	Bellis St	Bison Ave	32	49,760	98	11-22-2019
Buttonshell Ln	Holiday Rd	Nautilus Ln	33	14,130	91	12-18-2020
C St	North End	Balboa Blvd East	15	1,170	58	12-18-2020
C St	Balboa Blvd East	Ocean Front East	20	1,600	49	12-18-2020
Cabrillo Ter	Serra Dr	De Anza Dr	23	19,787	81	11-25-2019
Cacao St	Eastbluff Dr	Catalpa St	36	5,400	99	11-22-2019
Cambria Dr	El Capitan Dr	Drakes Bay Dr	32	80,320	81	12-10-2019
Cambridge Ln	Devon Ln	Highland Dr	34	27,902	84	12-18-2020
Camden Dr	Cameo Shores Rd	Milford Dr	33	44,385	96	11-25-2019
Camelback St	Jamboree Rd	La Felicidad	40	60,825	97	12-10-2019
Camelback St	La Felicidad	Bison Ave	78	55,821	96	12-10-2019

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Cameo Highlands Dr	Coast Highway East	Garrett Dr	37	49,321	52	11-25-2019
Cameo Shores Rd	Coast Highway East	Orrington Rd	37	37,777	98	11-25-2019
Cameo Shores Rd	Orrington Rd	Brighton Rd	37	35,372	98	11-25-2019
Camphor St	Catalpa St	Alta Vista Dr	37	31,339	99	11-22-2019
Canal Cir	Canal St	Canal St	29	7,685	86	12-18-2020
Canal St	62nd St	Canal Cir (West End)	30	8,100	85	12-23-2020
Canal St	Canal Cir (West End)	Sunset Dr	30	12,600	85	12-23-2020
Canal St	Sunset Dr	Grant St	30	29,070	85	12-23-2020
Candlestick Ln	Glenwood Ln	Sandalwood Ln	35	23,250	91	12-23-2020
Carmel Bay Dr	Point Loma Dr	Spyglass Hill Rd	36	58,860	77	12-10-2019
Carnation Ave	Ocean Blvd	Seaview Ave	30	8,910	36	12-06-2019
Carnation Ave	Bayside Dr	First Ave	37	12,366	88	12-13-2019
Carnation Ave	First Ave	Coast Highway East	27	38,475	84	12-13-2019
Carob St	Camphor St	End	34	80,240	98	11-22-2019
Cassia St	Camphor St	Carob St	32	39,840	100	11-22-2019
Castaways Ln	Dover Dr	Castaways (private) North	54	24,948	94	12-23-2020
Catalina Dr	Old Newport Blvd	Broad St	34	57,800	67	12-23-2020
Catalina Dr	Broad St	Clay St	34	10,982	74	12-23-2020
Catalina Dr	Clay St	15th St	34	23,018	74	12-18-2020
Catalpa St	Camphor St	Carob St	35	52,500	98	11-22-2019
Catamaran Dr	Keel Dr	End	36	37,350	95	11-25-2019
Cedar St	East End	Prospect St	29	8,700	86	12-18-2020
Cedar St	Prospect St	Newport Shores Dr	29	19,430	84	12-18-2020
Cedar St	Newport Shores Dr	Coast Highway West	19	3,515	85	12-18-2020
Cedar St	Seashore Dr	Ocean Front Alley West	19	1,083	85	12-18-2020
Cedar St	Ocean Front Alley West	Ocean Front West	19	1,349	85	12-18-2020
Ceiba Pl	Carob St	End	54	11,780	99	11-22-2019
Celtis Pl	Alta Vista Dr	End	54	10,260	99	11-22-2019
Centella Pl	Holiday Rd	South End	33	12,177	90	12-18-2020
Centella Pl	Santiago Dr	North End	37	12,305	92	12-23-2020
Central Ave	Via Lido	End	40	12,600	90	12-23-2020
Cercis Pl	Alta Vista Dr	End	32	7,040	100	11-22-2019
Channel Pl	Balboa Blvd	Rivo Alto (River)	21	6,195	87	12-23-2020

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Channel Pl	Rivo Alto	39th St	16	11,888	83	12-23-2020
Channel Pl	39th St	Rialto	16	7,040	90	12-23-2020
Channel Rd	Balboa Blvd	Granada Dr	36	5,976	94	12-23-2020
Channel Rd	Granada Dr	End	38	55,670	79	12-23-2020
Cherry Tree Ln	Redland Dr	End	34	6,800	74	12-18-2020
Chestnut Pl	Alta Vista Dr	End	32	7,040	98	11-22-2019
China Cove Ramp	Ocean Blvd	Fernleaf Ave	19	5,320	57	12-12-2019
Chubasco Dr	Evita Dr	Zahma Dr	37	25,530	84	11-14-2019
Churchill Ct	Emerson St	End	20	2,700	86	12-18-2020
Citrus Pl	Alta Vista Dr	End	32	9,120	95	11-22-2019
Civic Center Dr	Avocado Ave	Newport Center Dr	48	74,832	75	04-16-2020
Clay St	15th St	St Andrews Rd	34	25,840	89	12-18-2020
Clay St	St Andrews Rd	Irvine Ave	34	22,372	93	12-18-2020
Clay St	Irvine Ave	Tustin Ave	34	46,126	71	12-18-2020
Clay St	Tustin Ave	Westminster Ave	34	66,674	66	12-18-2020
Clay St	Westminster Ave	Orange Ave	32	25,600	61	12-18-2020
Cliff Dr	Dover Dr	Kings Pl	55	41,580	78	12-23-2020
Cliff Dr	Kings Pl	Signal Rd	55	23,430	69	12-23-2020
Cliff Dr	Signal Rd	St Andrews Rd	55	55,550	80	12-23-2020
Cliff Dr	St Andrews Place	Irvine Ave	55	64,519	75	12-23-2020
Cliff Dr	Irvine Ave	Riverside Ave	56	92,820	80	12-23-2020
Cliff Dr	Riverside Ave	Beacon St	33	35,046	83	12-23-2020
Cliff Dr	Beacon St	Santa Ana Ave	34	25,160	58	12-23-2020
Cliff Dr	Santa Ana Ave	La Jolla Dr	52	15,600	93	12-18-2020
Clubhouse Ave	Newport Island Channel	Rivo Alto	17	17,441	92	12-18-2020
Coast Blvd	61st St	End	30	3,990	82	12-18-2020
Collins Ave	Bay Front North	Balboa Ave	28	12,320	43	11-20-2019
Collins Ave	Balboa Ave	Park Ave	28	12,012	61	11-20-2019
Collins Ave	Park Ave	Bay Front South	27	11,313	66	11-20-2019
Colton St	Sunset Dr	Prospect St	29	11,792	59	12-18-2020
Colton St	Sunset Dr	Newport Shores Dr	29	22,040	48	12-18-2020
Colton St	Newport Shores Dr	End	18	3,060	45	03-08-2021
Colton St	Seashore Dr	Ocean Front Alley West	18	1,080	76	12-18-2020

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Complete Street Listing Current Conditions
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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Colton St	Ocean Front Alley West	Ocean Front West	21	924	66	12-22-2020
Columbus Cir	Serra Dr	End	22	3,464	95	11-25-2019
Commodore Rd	Tradewinds Ln	Mariners Dr	38	75,300	93	12-22-2020
Constellation Dr	Santiago Dr	End	38	5,130	92	12-22-2020
Coral Ave	Bay Front North	Balboa Ave	27	15,525	63	11-19-2019
Coral Ave	Balboa Ave	Park Ave	27	11,259	66	11-19-2019
Coral Ave	Bay Front South	Park Ave	27	11,070	68	11-25-2019
Coral Pl	Irvine Ave	St Andrews Ave	35	28,070	92	12-22-2020
Corinthian Way	MacArthur Blvd	Birch St	44	38,544	98	12-09-2019
Cornwall Ln	Pembroke Ln	Dover Dr	34	24,808	86	12-22-2020
Coronado St	Edgewater Ave East	Bay Ave East	34	14,960	65	03-08-2021
Coronado St	Bay Ave East	Balboa Blvd East	28	5,180	70	12-22-2020
Coronado St	Balboa Blvd East	Ocean Front East	27	4,752	88	12-18-2020
Cortes Cir	Serra Dr	End	22	2,980	94	11-25-2019
Cortland Dr	Rockford Pl	Cameo Highlands Dr	37	25,974	51	03-26-2020
Cortland Dr	Cameo Highlands Dr	Garrett Dr	37	36,593	50	03-26-2020
Court Ave	19th St	20th St	28	8,540	61	12-18-2020
Court Ave	20th St	McFadden Pl	28	5,600	66	12-18-2020
Court Ave	20th St	McFadden Pl	28	2,380	82	12-18-2020
Cove St	Way Ln	End	24	2,200	93	12-12-2019
Cove St	Fernleaf Ave	End	24	3,960	74	12-12-2019
Crown Dr	Sea Ln	Crown Dr North	37	42,624	79	12-05-2019
Crown Dr North	Crown Dr	San Joaquin Hills Rd	36	49,320	78	12-05-2019
Crystal Ave	Abalone Dr	Balboa Ave	24	11,520	90	11-20-2019
Crystal Ave	Balboa Ave	Park Ave	28	12,040	92	11-20-2019
Crystal Ave	Park Ave	Bay Front South	28	11,480	74	11-20-2019
Cumberland Ln	Sussex Ln	Dover Dr	34	15,390	83	12-18-2020
Cutter Rd	Beacon Bay	End	24	9,120	99	12-06-2019
Cypress St	Edgewater Pl	Bay Ave East	20	5,460	85	12-18-2020
Cypress St	Bay Ave East	Balboa Blvd East	20	5,800	88	12-18-2020
Cypress St (S/A Heights)	Mesa Dr	Orchard Dr	36	47,520	97	12-09-2019
Cypress St (S/A Heights)	Orchard Dr	Cul De Sac	36	35,280	97	12-09-2019
Cypress St (S/A Heights)	Cul De Sac	Bristol St South	36	9,360	97	01-23-2020

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
D St	North End	Balboa Blvd East	20	1,500	43	03-08-2021
D St	Balboa Blvd East	Ocean Front East	19	1,520	43	12-22-2020
Dahlia Ave	South End	Way Ln	27	3,915	71	12-12-2019
Dahlia Ave	Ocean Blvd	Seaview Ave	27	7,425	96	12-06-2019
Dahlia Ave	200' S of First St	Coast Highway East	27	40,230	96	12-13-2019
Dahlia Ave	Coast Highway East	Fifth Ave	27	4,455	80	03-26-2020
Dahlia Pl	Seaview Ave	End	27	3,753	55	12-06-2019
Dana Point Way	San Martin Way	Montecito Dr	36	6,084	91	12-10-2019
Dana Rd	Superior Ave	Flagship Rd	36	21,600	74	12-22-2020
Dawnview Ln	Redland Dr	Redland Dr	33	5,280	70	12-22-2020
De Anza Dr	Seaward Rd	De Sola Ter	35	26,250	92	11-25-2019
De Sola Ter	Seaward Rd	End	24	28,015	92	11-25-2019
Deborah Ln	Mariners Dr	Vivian Ln	34	8,262	83	12-22-2020
Deborah Ln	Vivian Ln	Sylvia Ln	34	22,122	85	03-08-2021
Devon Ln	Oxford Ln	Cambridge Ln	33	25,290	81	12-22-2020
Diamond Ave	Bay Front North	Balboa Ave	28	13,888	56	11-19-2019
Diamond Ave	Balboa Ave	Park Ave	28	12,040	65	11-19-2019
Diamond Ave	Park Ave	Bay Front South	27	11,286	72	11-19-2019
Diana Ln	Priscilla Ln	Vivian Ln	34	27,108	97	12-23-2020
Dolphin Ter	Bonnie Doone Ter	Patolita Dr	33	41,778	73	11-14-2019
Dolphin Ter	Patolita Dr	Ramona Dr	33	43,098	79	11-14-2019
Dolphin-Striker Way	Dove St	End	44	16,740	96	12-09-2019
Domingo Dr	Mar Vista Dr	Mar Vista Dr	36	60,300	75	12-10-2019
Donnie Rd	22nd St	End	33	20,320	93	12-23-2020
Dorchester Rd	Rockford Rd	Cameo Highland Rd	33	27,225	58	11-25-2019
Dorchester Rd	Cameo Highland Rd	Garrett Rd	33	30,030	68	03-26-2020
Doris Ln	Dover Dr	Ruth Ln	36	8,676	81	12-23-2020
Dorothy Ln	Mariners Dr	Estelle Ln	33	7,854	94	12-23-2020
Dorothy Ln	Estelle Ln	Marian Ln	34	31,280	85	12-23-2020
Dove St	Campus Dr	Birch St	37	21,645	98	12-09-2019
Dove St	Birch St	Bristol St North	44	176,670	91	12-09-2019
Dover Dr	End	Leila Ln	29	15,768	93	12-23-2020
Dover Dr	Leila Ln	Mariners Dr	29	14,500	95	12-23-2020

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Dover Dr	Mariners Dr	Doris Ln	29	14,790	98	12-22-2020
Dover Dr	Doris Ln	Nottingham Rd	29	17,110	98	12-22-2020
Dover Dr	Nottingham Rd	Norfolk Ln	29	19,285	98	12-22-2020
Dover Dr	Norfolk Ln	Westcliff Dr	29	14,210	98	12-22-2020
Dover Dr	Westcliff Dr	Dover Dr (Arterial)	36	5,460	100	12-22-2020
Drakes Bay Dr	Goleta Point Dr	Point Aguello Way	32	9,358	90	12-10-2019
Drakes Bay Dr	Point Aguello Way	Point Conception Way	32	44,192	78	12-10-2019
Drakes Bay Dr	Point Conception Way	Montecito Dr	32	15,822	89	12-10-2019
Driftwood Rd	Shorecliff Rd	Morning Canyon Rd	27	29,700	92	12-13-2019
E St	Balboa Blvd East	North End	20	1,560	39	12-22-2020
E St	Balboa Blvd East	Ocean Front East	20	1,660	42	12-22-2020
East Coastal Peak	Ridge Park Rd	1195' S of Ridge Park Rd	37	44,215	94	12-13-2019
Eastgate Dr	Newport Hills Dr East	San Miguel Dr	56	11,110	82	03-26-2020
Ebbtide Rd	Crown Dr	Sandpiper Dr	33	43,461	75	12-05-2019
El Capitan Dr	Spyglass Hill Rd	Point Arguello Way	44	54,384	75	12-10-2019
El Capitan Dr	Point Arguella Way	Point Conception Way	44	71,282	81	12-10-2019
El Modena Ave	Cliff Dr	Beacon St	35	14,350	55	12-23-2020
El Modena Ave	Beacon St	Clay St	35	23,345	80	12-23-2020
El Modena Ave	Clay St	15th St	35	22,925	84	12-23-2020
El Paseo Dr	Bayside Dr	Malabar Dr	34	18,700	58	11-14-2019
Emerald Ave	Bay Front North	Park Ave	27	8,640	61	11-20-2019
Emerald Ave	Park Ave	Bay Front South	27	9,153	66	11-20-2019
Emerson St	Tustin Ave	City Limits	30	10,200	69	12-23-2020
Essex Ln	Cambridge Ln	Oxford Ln	34	28,424	91	12-23-2020
Estelle Ln	Ruth Ln	Highland Dr	33	45,744	86	12-23-2020
Estelle Ln	Highland Dr	Santiago Dr	33	11,946	76	12-23-2020
Eton Pl	Dover Dr	End	33	7,879	92	12-22-2020
Evening Canyon Rd	Shorecliff Rd	Morning Canyon Rd	28	63,360	88	03-26-2020
Evening Star Ln	Polaris Dr	End	33	34,840	91	12-22-2020
Evita Dr	Seadrift Dr	Chubasco Dr	58	12,760	80	11-14-2019
F St	North End	Balboa Blvd East	20	2,900	50	03-08-2021
F St	Balboa Blvd East	Ocean Front East	26	5,850	61	12-22-2020
Fairfield Dr	Cameo Shores Rd	Milford Dr	33	44,715	98	11-25-2019

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Complete Street Listing Current Conditions
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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Fairhill Dr	23rd St	End	34	18,462	70	12-22-2020
Fern St	Canal St	Coast Highway West	30	8,190	79	12-22-2020
Fern St	Seashore Dr	Ocean Front Alley West	17	1,054	86	12-22-2020
Fern St	Ocean Front Alley West	Ocean Front West	20	1,400	83	12-23-2020
Fernando Street	Edgewater Ave East	Bay Ave East	30	10,680	73	12-23-2020
Fernleaf Ave	Cove St	China Cove Ramp	21	6,510	92	12-12-2019
Fernleaf Ave	Ocean Blvd	Seaview Ave	30	8,850	54	12-12-2019
Fernleaf Ave	Seaview Ave	150' N Seaview Ave	27	4,050	91	12-12-2019
Fernleaf Ave	150' N Seaview Ave	Bayside Dr	28	9,520	92	12-12-2019
Fernleaf Ave	250' S of First St	Coast Highway East	27	34,020	92	12-13-2019
Fernleaf Ave	Coast Highway East	Fifth Ave	27	9,990	95	12-05-2019
Fifth Avenue	Dahlia Ave	Heliotrope Ave	33	29,535	82	11-22-2019
Fifth Avenue	Heliotrope Ave	Iris Ave	32	9,280	93	11-22-2019
Fifth Avenue	Jasmine Ave	Marguerite Ave	28	18,390	80	03-26-2020
Fifth Avenue	Marguerite Ave	Marigold Ave	36	11,520	89	11-22-2019
Fifth Avenue	Marigold Ave	Poppy Ave	36	42,300	78	03-26-2020
Finley Ave	Newport Blvd	Clubhouse Ave	16	3,040	95	12-23-2020
Finley Ave	Clubhouse Ave	End	16	10,640	87	12-23-2020
Finley Ave	Rialto	38th St	16	560	85	12-23-2020
Finley Ave	38th St	Channel Pl	16	3,520	91	12-23-2020
First Ave	Acacia Ave	Begonia Ave	27	7,344	100	05-12-2020
First Ave	Begonia Ave	Carnation Ave	27	7,290	100	05-12-2020
First Ave	Carnation Ave	Dahlia Ave	27	7,317	81	12-05-2019
First Ave	Dahlia Ave	Fernleaf Ave	27	7,290	86	12-05-2019
First Ave	Fernleaf Ave	Goldenrod Ave	27	7,290	85	12-05-2019
First Ave	Goldenrod Ave	Heliotrope Ave	27	7,290	86	12-05-2019
First Ave	Heliotrope Ave	Iris Ave	27	7,290	90	03-26-2020
First Ave	Iris Ave	Jasmine Ave	27	7,290	88	12-05-2019
Flagship Rd	Dana Rd	Placentia Ave	37	39,220	23	12-23-2020
Ford Rd	Hillside Dr	East End	32	22,320	93	12-12-2019
Ford Rd EB	West End	San Miguel Dr	30	26,900	95	12-12-2019
Ford Rd WB	Newport Hills Dr	West End	29	25,433	93	12-12-2019
Fourth Ave	Avocado Ave	Acacia Ave	27	7,155	92	03-26-2020

Appendix B
Complete Street Listing Current Conditions
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LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Fourth Ave	Acacia Ave	Begonia Ave	27	7,209	87	12-06-2019
Fourth Ave	Begonia Ave	Carnation Ave	27	7,155	91	12-06-2019
Fourth Ave	Carnation Ave	Dahlia Ave	27	7,155	92	12-06-2019
Fourth Ave	Goldenrod Ave	Heliotrope Ave	27	7,020	80	12-06-2019
Fourth Ave	Heliotrope Ave	Iris Ave	27	7,236	76	12-06-2019
Fourth Ave	Iris Ave	Jasmine Ave	27	7,425	60	03-26-2020
Fourth Ave	Jasmine Ave	Larkspur Ave	27	7,182	78	12-06-2019
Fourth Ave	Larkspur Ave	Marguerite Ave	27	7,560	94	12-06-2019
Fourth Ave	Marguerite Ave	Marigold Ave	27	7,290	75	03-26-2020
Fourth Ave	Marigold Ave	Narcissus Ave	27	7,209	55	03-26-2020
Fourth Ave	Narcissus Ave	Orchid Ave	27	7,371	70	03-26-2020
Fourth Ave	Orchid Ave	Poinsettia Ave	27	7,290	60	12-06-2019
Fourth Ave	Poinsettia Ave	Poppy Ave	27	7,263	77	12-06-2019
Francisco Dr	Tustin Ave	Irvine Ave	37	47,730	92	12-22-2020
Francisco Dr	Irvine Ave	Tradewinds Ln	36	8,496	92	12-22-2020
Fullerton Ave	Cliff Dr	Beacon St	35	14,805	86	12-22-2020
Fullerton Ave	Beacon St	Clay St	35	23,345	86	12-22-2020
Fullerton Ave	Clay St	15th St	35	22,505	81	12-22-2020
G St	North End	Balboa Blvd East	20	3,620	65	12-22-2020
G St	Balboa Blvd East	Ocean Blvd	36	6,344	89	12-22-2020
G St	Ocean Blvd	Ocean Front East	30	6,000	60	12-22-2020
Galatea Ter	Bayadere Ter	Angelita Dr	33	57,750	82	11-14-2019
Galaxy Dr	Santiago Dr (South End)	Rigel Cir	37	53,983	48	12-23-2020
Galaxy Dr	Rigel Cir	Mariners Dr	37	72,372	72	12-23-2020
Galaxy Dr	Mariners Dr	Holiday Dr	34	49,368	46	12-23-2020
Galaxy Dr	Hoilday Dr	Santiago Dr (North End)	34	74,868	74	12-23-2020
Garnet Ave	Bay Front North	Park Ave	27	12,987	67	11-20-2019
Garnet Ave	Park Ave	Bay Front South	25	9,800	58	11-20-2019
Garrett Dr	Cortland Dr	Cameo Highlands Dr	37	31,080	56	11-25-2019
Gary Pl	15th St	End	33	8,580	76	12-23-2020
Glenwood Ln	Candlestick Ln	Ashford Ln	33	22,320	91	12-23-2020
Golden Cir	Anniversary Ln	Anniversary Ln	33	40,161	79	12-22-2020
Goldenrod Ave	Ocean Blvd	150' S of Seaview Ave	27	10,125	67	12-13-2019

Appendix B
Complete Street Listing Current Conditions
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LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Goldenrod Ave	150' S of Seaview Ave	Seaview Ave	28	4,200	96	12-13-2019
Goldenrod Ave	Seaview Ave	End	30	6,900	65	12-13-2019
Goldenrod Ave	End	Coast Highway East	28	31,472	95	12-13-2019
Goldenrod Ave	Coast Highway East	Fourth Ave	27	5,130	68	12-05-2019
Goldenrod Ave	Fourth Ave	Fifth Ave	27	9,450	94	12-05-2019
Goldenrod Ave	Fifth Ave	Sea Ln	36	10,152	81	12-05-2019
Goldenrod Ave	Sea Ln	Harbor View Dr	33	33,264	76	12-05-2019
Goldenrod Ave	Harbor View Dr	Crown Dr	33	38,445	83	12-05-2019
Goldenrod Ave	Crown Dr	Wavecrest Dr	35	22,225	90	12-05-2019
Goleta Point Dr	Drakes Bay Dr	Morro Bay Dr	32	53,820	92	12-10-2019
Gorham Dr	Cameo Shores Rd	Milford Dr	33	46,200	96	11-25-2019
Granada Ave	M St	Channel Rd	30	10,800	87	12-22-2020
Grant St	North End	Coast Highway West	29	9,425	84	12-22-2020
Grant St	Seashore Dr	Ocean Front Alley West	17	1,105	86	12-22-2020
Grant St	Ocean Front Alley West	Ocean Front West	21	1,470	93	12-22-2020
Granville Dr	Newport Center Dr	Gate	26	10,088	93	12-12-2019
Grove Ln	Westcliff Dr	End	32	23,004	79	12-22-2020
H St	North End	Balboa Blvd East	20	3,640	88	12-22-2020
Half Moon Bay Dr	Point Loma Dr	Point Arena Way	32	32,904	72	12-10-2019
Hampden Rd	Milford Dr	Cameo Shores Rd	37	34,410	98	11-25-2019
Hampden Rd	Cameo Shores Rd	End	37	8,131	98	11-25-2019
Hampshire Cir	Antigua Way	Antigua Way	34	25,534	84	12-23-2020
Hampshire Ct	Hampshire Cir	End	50	9,200	92	12-23-2020
Hampshire Ln	Lincoln Ln	Santiago Dr	34	8,500	87	12-23-2020
Hampshire Ln	Santiago Dr	Antigua Way	34	8,500	87	12-23-2020
Harbor Island Dr	Bayside Dr	Harbor Island Rd	43	34,250	98	12-12-2019
Harbor Island Dr	Harbor Island Rd	E End	37	68,894	96	12-12-2019
Harbor Island Dr	Harbor Island Dr	N End	36	6,840	99	12-12-2019
Harbor Island Rd	Harbor Island Dr	S End	30	17,550	96	12-12-2019
Harbor View Dr	MacArthur Blvd	Goldenrod Ave	38	26,030	81	12-05-2019
Harbor View Dr	Goldenrod Ave	Marguerite Ave	38	73,910	84	12-05-2019
Harding St	Adams St	Cypress St	20	4,800	93	12-23-2020
Harrow Pl	Dover Dr	End	33	7,615	78	12-23-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Haven Pl	Irvine Ave	St Andrews Rd	35	19,005	50	03-08-2021
Hazel Dr	Poppy Ave (south side)	Coast Highway East	21	29,875	86	03-26-2020
Hazel Dr	Coast Highway East	577' N of Coast Highway East	30	17,310	91	12-12-2019
Hazel Dr	577' N of Coast Highway East	Poppy Ave (north side)	29	11,397	94	12-12-2019
Heather Ln	Irvine Ave	End	34	36,390	95	12-22-2020
Heliotrope Ave	Ocean Blvd	Bayview Dr	27	10,800	92	12-12-2019
Heliotrope Ave	Bayview Dr	Seaview Ave	27	9,450	93	12-13-2019
Heliotrope Ave	Seaview Ave	End	27	8,478	96	12-13-2019
Heliotrope Ave	Bayside Dr	Coast Highway East	28	28,420	91	12-13-2019
Heliotrope Ave	Coast Highway East	Fifth Ave	27	21,195	90	12-05-2019
Heron Way	Keel Dr	Outrigger Dr	32	8,480	42	12-05-2019
Highland Dr	Westcliff Dr	Nottingham Rd	38	60,496	92	12-22-2020
Highland Dr	Nottingham Rd	Mariners Dr	38	70,604	92	12-22-2020
Highland Dr	Mariners Dr	Irvine Ave	37	71,965	86	12-22-2020
Highland St	North End	Coast Highway West	30	7,800	88	12-22-2020
Highland St	Seashore Dr	Ocean Front Alley West	17	1,224	88	12-22-2020
Highland St	Ocean Front Alley West	Ocean Front West	19	1,330	86	12-22-2020
Hilaria Way	North End	Flagship Dr	38	8,740	81	12-23-2020
Hilaria Way	Flagship Dr	South End	36	14,632	67	12-23-2020
Holiday Rd	Galaxy Dr	Santiago Dr	38	6,270	93	12-28-2020
Holiday Rd	Santiago Dr	Tradewinds Ln	38	56,430	85	12-28-2020
Holiday Rd	Irvine Ave	Tustin Ave	38	49,020	88	12-28-2020
Holly Ln	Tustin Ave	Irvine Ave	34	43,724	75	12-28-2020
Holmwood Dr	Catalina Dr	Broad St	34	46,920	74	12-28-2020
Hospital Rd	Superior Ave	Placentia Ave	44	42,944	99	12-22-2020
Hospital Rd	Newport Blvd	Old Newport Blvd	70	11,200	71	12-22-2020
I St	North End	Balboa Blvd East	20	4,560	94	12-22-2020
I St	Balboa Blvd East	Miramar Dr	37	14,060	89	12-22-2020
I St	Miramar Dr	Ocean Blvd	36	6,120	89	12-22-2020
I St	Ocean Blvd	Ocean Front East	30	3,540	86	12-22-2020
Indian Spring Ln	Irvine Ave	End	52	6,556	86	12-22-2020
Indus St	Kline Dr	West End	33	28,400	96	12-09-2019
Inlet Dr	Marguerite Ave	Keel Dr	36	5,400	74	04-16-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Inlet Isle Dr	Topside Ln	Sandcastle Dr	32	37,066	97	11-26-2019
Iris Ave	Ocean Blvd	Seaview Ave	28	17,500	94	12-13-2019
Iris Ave	Seaview Ave	North End	28	8,960	94	12-13-2019
Iris Ave	Bayside Dr	Coast Highway East	27	19,494	85	12-05-2019
Iris Ave	Coast Highway East	Fifth Ave	27	25,515	56	12-05-2019
Irvine Ave	Clay St	15th St	38	23,940	91	12-28-2020
Irvine Ave	15th St	16th St	62	78,554	72	12-28-2020
Irvine Ter	Coast Highway East	Bonnie Doone Ter	64	7,360	43	12-12-2019
Isabella Ter	Seaward Rd	End	24	8,800	88	11-25-2019
Island Ave	Edgewater Ave East	Bay Ave East	34	18,258	89	12-28-2020
Island Ave	Bay Ave East	Balboa Blvd West	33	5,412	89	12-28-2020
Island Ave	Balboa Blvd West	Ocean Front West	34	5,270	94	12-28-2020
Island View Dr	Salt Air Dr	Lighthouse Ln	32	26,080	91	12-05-2019
J St	North End	Balboa Blvd East	20	4,800	88	12-28-2020
Jade Ave	Park Ave	Bay Front South	28	11,620	91	11-12-2019
Jade Cove	San Martin Way	End	32	10,300	90	12-10-2019
Jasmine Ave	Ocean Blvd	88' N of Ocean Blvd	28	2,464	60	12-13-2019
Jasmine Ave	88' N of Ocean Blvd	Seaview Ave	28	12,096	95	12-13-2019
Jasmine Ave	Seaview Ave	North End	27	7,641	96	12-13-2019
Jasmine Ave	Bayside Dr	Coast Highway East	28	13,440	94	12-05-2019
Jasmine Ave	Coast Highway East	Third Ave	27	13,716	82	12-05-2019
Jasmine Ave	Third Ave	Fifth Ave	27	20,520	94	12-15-2019
K St	Balboa Blvd East	North End	19	4,085	78	12-28-2020
Kathleen Ln	Teresita Ln	Beryl Ln	34	9,270	95	12-22-2020
Kathleen Ln	Beryl Ln	Highland Dr	34	8,840	92	12-22-2020
Keel Dr	Catamaran Dr	Outrigger Dr	32	21,014	92	03-26-2020
Keel Dr	Outrigger Dr	End	32	46,108	77	11-25-2019
Kent Ln	Pembroke Ln	Sussex Ln	34	8,500	82	12-22-2020
Kent Ln	Sussex Ln	Dover Dr	34	14,110	86	12-22-2020
Ketch Rd	Beacon Bay	End	24	7,440	99	12-12-2019
Kewamee Dr	Seadrift Dr	Avocado Ave	37	42,550	48	11-14-2019
Key Bay	Park Green Dr	End	64	5,120	98	11-25-2019
Key View	Sandcastle Dr	End	34	5,410	93	11-25-2019

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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Key West	Park Green Dr	End	32	8,860	96	11-25-2019
Kings Pl	St James Rd	Kings Rd	35	66,080	91	12-22-2020
Kings Rd	Cliff Rd	St Andrews Rd	35	52,850	92	12-22-2020
Kings Rd	St Andrews Rd	Kings Pl	35	67,025	90	12-22-2020
Kline Dr	South End	Orchard Dr	28	19,000	98	12-09-2019
Kline Dr	Pegasus St	North End	33	21,060	96	12-09-2019
K-Thanga Dr	Dolphin Ter	Bonnie Doone Ter	33	9,075	79	11-14-2019
L St	Balboa Blvd East	Plaza Del Norte	44	9,504	66	12-28-2020
L St	Plaza Del Norte	Ocean Blvd	36	21,132	80	03-08-2021
L St	Ocean Blvd	Ocean Front East	30	2,760	93	12-28-2020
La Felicidad	Camelback St	La Salud	44	13,200	97	12-12-2019
La Jolla Dr	Santa Ana Ave	End	16	2,800	78	12-28-2020
La Jolla Dr	End	Cliff Dr	20	4,540	86	12-28-2020
La Jolla Dr	Cliff Dr	Beacon St	20	14,300	86	12-28-2020
La Linda Ct	23rd St	End	32	6,368	69	12-28-2020
La Linda Pl	23rd St	End	37	22,076	78	12-21-2020
La Salud	North End	La Vida	44	23,956	95	12-10-2019
La Salud	La Vida	Corsica Dr N	44	58,740	92	12-10-2019
La Salud	Corsica Dr N	La Felicidad	44	44,220	95	12-10-2019
La Salud	La Felicidad	South End	44	20,964	97	12-10-2019
La Vida	University Dr	La Salud	44	40,092	98	12-10-2019
Lafayette Ave	31st St	Via Lido	60	23,100	54	12-21-2020
Lafayette Ave	28th St	31st St	24	21,140	50	03-08-2021
Lake Ave	38th St	50' S of 38th St	25	1,250	79	12-21-2020
Lake Ave	50' S of 38th St	36th St	25	8,000	69	12-21-2020
Lake Ave	36th St	35th St	26	5,330	74	03-08-2021
Lake Ave	35th St	34th St	26	5,330	74	03-08-2021
Lake Ave	34th St	33rd St	26	5,330	70	03-08-2021
Lake Ave	33rd St	32nd St	26	5,330	74	03-08-2021
Lake Park Ln	23rd St	Tustin Ave	25	10,750	53	12-28-2020
Lancaster St	62nd St	61st St	30	2,370	76	12-28-2020
Lancaster St	Canal St	30' S of End	29	1,740	68	12-28-2020
Lancaster St	30' S of End	End	30	900	89	12-28-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Larkspur Ave	Ocean Blvd	Seaview Ave	28	13,160	96	12-13-2019
Larkspur Ave	Seaview Ave	North End	28	10,080	96	12-13-2019
Larkspur Ave	Bayside Dr	Coast Highway East	28	6,916	91	12-06-2019
Larkspur Ave	Coast Highway East	Fifth Ave	27	37,962	62	12-05-2019
Laurel Pl	Irvine Ave	End	36	18,360	88	12-28-2020
Leeward Ln	Tradewinds Ln	Holiday Rd	33	61,545	85	12-21-2020
Leila Lane	Dover Dr (Cul-de-Sac)	Diana Ln	33	7,920	93	12-21-2020
Lido Park Dr	Lafayette Ave	28th St	54	38,662	40	12-21-2020
Lighthouse Ln	Salt Air Dr	Blue Water Dr	32	35,580	84	12-05-2019
Lincoln Ln	Estelle Ln	Marian Ln	34	53,742	85	12-21-2020
Linda Ln	Irvine Ave	Priscilla Ave	34	7,956	94	12-21-2020
Lindo Ave	Bay Ave West	Alley N of Bay Ave West	23	12,719	86	12-21-2020
Lindo Ave	Alley N of Bay Ave West	North End	23	1,587	61	12-21-2020
Little River Cir	Carmel Bay Dr	End	32	5,180	84	12-10-2019
Lugonia St	Prospect St	Newport Shores Dr	29	29,725	56	12-28-2020
Lugonia St	Newport Shores Dr	Coast Highway West	19	3,173	85	12-28-2020
Lugonia St	Seashore Dr	Ocean Front Alley West	19	1,121	86	12-28-2020
Lugonia St	Ocean Front Alley West	Ocean Front West	19	1,349	77	12-28-2020
M St	Balboa Blvd East	Seville Ave	30	16,500	94	12-28-2020
M St	Seville Ave	Ocean Blvd	30	13,200	95	12-28-2020
M St	Ocean Blvd	Ocean Front East	30	2,700	100	12-28-2020
M St	Ocean Blvd	Ocean Front East	30	2,700	92	12-28-2020
Main St	Bay Ave East	Balboa Blvd East	20	3,700	95	12-21-2020
Main St	Balboa Blvd East	Ocean Front East	26	5,460	88	12-21-2020
Malabar Dr	Seadrift Dr/El Paseo Dr	Bonnie Doone Ter	37	25,456	91	11-14-2019
Malibu Cir	Mission Bay Dr	End	32	7,560	82	12-10-2019
Mar Vista Dr	Vista Del Oro	Eastbluff Dr	36	81,648	70	03-26-2020
Marapata Dr	Sabrina Ter	Kewamee Dr	37	25,530	64	11-14-2019
Marcus Ave	32nd St	33rd St	26	5,538	78	12-21-2020
Marcus Ave	33rd St	34th St	26	5,954	70	12-21-2020
Marcus Ave	34th St	35th St	26	5,434	75	03-08-2021
Marcus Ave	35th St	36th St	26	5,720	89	12-21-2020
Marcus Ave	36th St	Rialto	26	4,264	84	12-28-2020

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Complete Street Listing Current Conditions
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Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Marcus Ave	Rialto	Channel Pl	16	11,760	87	12-28-2020
Margaret Dr	Tustin Ave	Irvine Ave	34	43,306	55	12-28-2020
Marguerite Ave	Ocean Blvd	Seaview Ave	40	17,120	96	12-05-2019
Marguerite Ave	Seaview Ave	195' S of Coast Highway East	40	16,200	94	12-05-2019
Marguerite Ave	195' S of Coast Highway East	Coast Highway East	38	7,410	71	12-05-2019
Marguerite Ave	San Joaquin Hills Rd	Pacific View Dr	36	26,406	96	12-05-2019
Marian Ln	Lincoln Ln	Highland Dr	38	11,202	93	12-28-2020
Marian Ln	Highland Dr	Ruth Ln	38	39,824	81	12-28-2020
Marigold Ave	Ocean Blvd	Seaview Ave	27	9,990	55	11-22-2019
Marigold Ave	Seaview Ave	Coast Highway East	28	16,380	90	03-26-2020
Marigold Ave	Coast Highway East	Third Ave	27	22,275	87	11-22-2019
Marigold Ave	Third Ave	Fourth Ave	27	9,315	95	11-22-2019
Marigold Ave	Fourth Ave	Fifth Ave	27	8,910	68	03-26-2020
Marine Ave	Bay Front South	Park Ave	27	12,880	51	11-15-2019
Marine Ave	Park Ave	Balboa Ave	37	17,390	41	11-15-2019
Marine Ave	Balboa Ave	South Bridge End	37	21,867	60	11-15-2019
Marine Ave	South Bridge End	North Bridge End	20	8,000	100	11-19-2019
Marine Ave	North Bridge End	Bayside Dr	20	10,800	100	11-15-2019
Mariners Dr	Irvine Ave	Dover Dr	38	55,100	85	12-28-2020
Mariners Dr	Dover Dr	Santiago Dr	38	84,056	88	12-28-2020
Mariners Dr	Santiago Dr	East End	37	48,084	88	12-21-2020
Marlin Way	Shipway Ln	Terrapin Way	33	25,725	89	12-21-2020
Martingale Way	Corinthian Way	End	44	26,228	98	12-09-2019
Mc Fadden Pl	Balboa Blvd West	End	22	13,200	65	12-21-2020
Meadow Ln	Tustin Ave	End	35	9,325	60	12-21-2020
Medina Way	Edgewater Ave East	Bay Ave East	20	10,400	93	12-21-2020
Medina Way	Bay Ave East	Balboa Blvd East	20	3,600	89	12-21-2020
Medina Way	Balboa Blvd East	End	19	3,040	86	12-21-2020
Mendoza Ter	Seaward Rd	End	23	17,445	90	11-25-2019
Mesa Dr	Mesa Dr/Birch St	Cypress St	37	42,180	98	12-09-2019
Mesa Dr	Cypress St	End	37	49,765	98	12-09-2019
Mesa View North	Ford Rd	Bonita Canyon Dr	43	17,200	96	11-13-2019
Mesa View South	Bonita Canyon Dr	Ford Rd	43	17,200	96	11-13-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Michael Pl	15th St	End	34	8,840	71	12-28-2020
Milford Dr	Hampden Rd	Orrington Rd	37	32,375	98	11-25-2019
Milford Dr	Orrington Rd	Camden Dr	37	32,137	98	11-25-2019
Miramar Dr	Balboa Blvd East	L St	30	41,610	74	03-08-2021
Miramar Dr	L St	M St	29	16,965	70	12-28-2020
Miramar Dr	M St	Channel Rd	30	17,700	71	12-28-2020
Mission Bay Dr	Point Loma Dr	Spyglass Hill Rd	36	65,448	68	12-10-2019
Monrovia Ave	City Limit	15th St West	39	64,545	78	12-28-2020
Monrovia Ave	15th St West	End	39	20,865	61	12-28-2020
Montecito Dr	Cambria Dr	Dana Point Way	32	33,664	80	12-10-2019
Montecito Dr	Dana Point Way	Drakes Bay Dr	32	57,518	56	12-10-2019
Monterey Cir	Carmel Bay Dr	End	32	18,696	74	12-10-2019
Montero Ave	Bay Ave East	Edgewater Ave East	33	16,500	63	12-28-2020
Morning Canyon Rd	Serra Dr	Seaward Rd	35	32,200	92	11-25-2019
Morning Canyon Rd	Seaward Rd	Coast Highway East	35	12,250	95	11-25-2019
Morning Canyon Rd	Coast Highway East	Shorecliff Rd	27	41,964	90	03-26-2020
Morning Star Ln	Polaris Dr	End	33	24,775	91	12-21-2020
Morro Bay Dr	Goleta Point Dr (South End)	Goleta Point Dr (North End)	32	42,894	58	12-10-2019
Muir Beach Cir	Goleta Point Dr	End	32	19,740	70	12-10-2019
Narcissus Ave	Ocean Blvd	Seaview Ave	27	9,882	70	03-26-2020
Narcissus Ave	Seaview Ave	Coast Highway East	27	14,931	85	12-12-2019
Narcissus Ave	Coast Highway East	175' S of Fifth Ave	27	38,610	57	11-22-2019
Narcissus Ave	175' S of Fifth Ave	Fifth Ave	30	4,890	72	11-22-2019
Narcissus Ave	Fifth Ave	Geranium	36	12,384	70	11-22-2019
Nautilus Lane	Toyon Ln	Buttonshell Ln	33	11,760	92	12-21-2020
Neptune Ave	46th St	51st St	24	25,800	75	03-08-2021
Neptune Ave	51st St	End	25	18,750	70	12-21-2020
Newport Coast Dr SB	73 Freeway Bridge	Sage Hill	44	98,340	86	12-21-2020
Newport Hills Dr E	Ford Rd	Port Ramsgate Pl	36	51,100	93	11-13-2019
Newport Hills Dr E	Port Ramsgate Pl	Port Seabourne Way	37	57,350	92	11-13-2019
Newport Hills Dr E	Port Seaborne Way	Port Sutton Dr	36	65,124	88	11-13-2019
Newport Hills Dr E	Port Sutton Dr	Newport Hills Dr West	38	75,430	87	11-13-2019
Newport Hills Dr W	Newport Hills Dr East	Port Carlow Pl	36	55,800	62	04-16-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Newport Hills Dr W	Port Carlow Pl	Port Seabourne Wy	38	49,210	88	11-13-2019
Newport Hills Dr W	Port Seabourne Wy	Ford Rd	38	89,148	65	03-26-2020
Newport Place Dr	MacArthur Blvd	Dove St	62	36,530	90	12-09-2019
Newport Ridge Dr East	San Joaquin Hills Rd	Park Crest	40	59,300	81	11-13-2019
Newport Ridge Dr East	Park Crest	St Michael	40	88,600	82	11-13-2019
Newport Ridge Dr West	St Michael	Whitesands	40	56,800	88	11-13-2019
Newport Ridge Dr West	Whitesands	San Joaquin Hills Rd	40	47,700	88	11-13-2019
Newport Shores Dr	Orange St	Walnut St	20	12,640	88	12-21-2020
Newport Shores Dr	Walnut St	61st St	20	16,540	88	12-21-2020
Nordina St	Seashore Dr	Ocean Front Alley West	17	1,445	85	12-28-2020
Nordina St	Ocean Front Alley West	Ocean Front West	19	1,235	79	12-28-2020
Norfolk Ln	Dover Dr	Devon Ln	33	7,260	94	12-28-2020
North Star Ln	White Cliffs Dr	End	33	30,550	88	12-28-2020
Nottingham Rd	Dover Dr	Santiago Dr	38	66,804	94	12-28-2020
Ocean Blvd	G St	L St	36	54,900	76	12-28-2020
Ocean Blvd	L St	Channel Rd	36	48,060	65	03-08-2021
Ocean Blvd	Goldenrod Ave	Iris Ave	41	32,062	96	12-06-2019
Ocean Blvd	Iris Ave	Marguerite Ave	48	44,640	96	12-06-2019
Ocean Blvd	Marguerite Ave	Poppy Ave	41	64,985	98	12-06-2019
Ocean Blvd	Carnation Ave	Goldenrod Ave	41	45,920	46	12-06-2019
Ocean View Ave	Tustin Ave	Cliff Dr	24	22,128	88	12-21-2020
Old Newport Bl	Coast Highway	270' N of Coast Highway	46	12,420	63	12-21-2020
Old Newport Bl	270' N of Coast Highway	475' N of Cosast Highway	32	6,560	76	12-21-2020
Old Newport Bl	475' N of Coast Highway	595' N of Coast Highway	30	3,600	44	12-21-2020
Old Newport Bl	595' N of Coast Highway	Hospital Rd	30	28,500	67	12-21-2020
Old Newport Bl	1530' N Hospital Rd	City Limit	15	4,500	72	12-28-2020
Old Newport Bl	Hospital Rd	City Limit	26	39,375	66	12-21-2020
Old Newport Bl	Hospital Rd	City Limit	32	58,560	70	12-21-2020
Olive St	Seashore Dr	Ocean Front West	17	2,924	88	12-28-2020
Onyx Ave	Bay Front North	Balboa Ave	27	15,525	76	11-19-2019
Onyx Ave	Balboa Blvd	Park Ave	27	11,340	71	11-19-2019
Onyx Ave	Park Ave	Bay Front South	27	11,070	68	11-19-2019
Opal Ave	Collins Ave	Park Ave	23	12,627	60	11-19-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Opal Ave	Park Ave	Bay Front South	24	13,200	59	11-19-2019
Orange Ave	Old Newport Blvd	15th St	36	15,696	69	12-28-2020
Orange St	Canal St	Coast Highway West	35	16,380	84	12-28-2020
Orange St	Coast Highway West	Ocean Front Alley West	32	5,312	86	12-28-2020
Orange St	Ocean Front Alley West	Ocean Front West	33	1,716	90	12-28-2020
Orchard Dr	Irvine Ave	Birch St	40	32,000	96	12-19-2019
Orchard Dr	Birch St	Cypress St	36	22,680	97	12-09-2019
Orchard Dr	Cypress St	Orchid St	35	16,275	97	12-09-2019
Orchard Dr	Bay View Ave	End	35	5,180	96	12-09-2019
Orchard Dr	Santa Ana Ave	End	33	47,142	96	12-09-2019
Orchid Ave	Ocean Blvd	Coast Highway East	27	29,862	85	03-26-2020
Orchid Ave	Coast Highway East	Third Ave	28	23,800	60	03-26-2020
Orchid Ave	Third Ave	Fifth Ave	28	21,448	49	11-22-2019
Orchid Hill Pl	Upper Bay Dr	End	34	14,450	96	12-09-2019
Orchid St	Zenith Ave	Orchard Dr	35	33,495	97	12-09-2019
Orchid St	Orchard Dr	Azure Ave	35	17,500	97	12-09-2019
Orrington Rd	Cameo Shores Rd	Milford Dr	33	47,025	98	11-25-2019
Outrigger Dr	Keel Dr	Sandcastle Dr	33	47,255	97	11-25-2019
Oxford Ln	Devon Ln	Highland Dr	34	26,440	71	12-28-2020
Pacific Dr	Begonia Ave	Acacia Ave	27	8,910	100	05-12-2020
Pacific Dr	Acacia Ave	Avocado Ave	27	8,235	100	05-12-2020
Pacific View Dr	San Miguel Dr	End	36	97,800	87	12-05-2019
Palm St	Ferry Entrance	Bay Ave East	34	4,080	90	12-21-2020
Palm St	Bay AveEast	Balboa Blvd East	34	6,562	88	12-21-2020
Palm St	Balboa Blvd East	Ocean Front Alley East	31	2,325	65	12-21-2020
Palm St	Ocean Front Alley East	Ocean Front East	31	4,185	84	12-21-2020
Paloma Dr	Holiday Rd	City Limit	35	22,750	85	12-21-2020
Paper Ln	Anniversary Ln	End	33	13,365	54	12-21-2020
Park Ave	West End	Pearl Ave	48	28,560	71	11-20-2019
Park Ave	Pearl Ave	Collins Ave	48	35,460	56	11-20-2019
Park Ave	Collins Ave	Sapphire Ave	48	25,920	57	11-20-2019
Park Ave	Sapphire Ave	Amethyst Ave	48	26,304	58	11-20-2019
Park Ave	Amethyst Ave	West Side of Bridge	46	23,060	72	11-20-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Park Ave	East Side of Bridge	Bay Front East	40	22,820	90	11-20-2019
Park Green Dr	Sausalito Dr	Sandcastle Dr	40	44,400	96	11-25-2019
Park Ln	38th St	36th St	24	10,608	93	12-21-2020
Patolita Dr	Dolphin Ter	Bonnie Doone Ter	33	16,170	86	11-14-2019
Patrice Rd	Bolero Way	Flagship Rd	37	18,500	72	12-29-2020
Patrice Rd	Flagship Rd	South End	37	11,655	74	12-29-2020
Peach Tree Ln	Redland Dr	End	34	6,868	71	12-29-2020
Pearl Ave	Bay Front North	Park Ave	23	13,386	64	11-19-2019
Pearl Ave	Park Ave	Bay Front South	23	10,695	92	11-19-2019
Pebble Dr	Goldenrod Ave	Sandpiper Dr	34	42,398	75	12-05-2019
Pegasus St	Santa Ana Ave	Kline Dr	33	38,841	96	12-19-2019
Pelican Hill Rd N	Pelican Hill Cir (North Side)	Pelicans Dr	19	50,996	82	12-09-2019
Pelican Hill Rd N	Newport Coast Dr North	Pelicans Dr	19	23,902	82	12-10-2019
Pelican Hill Rd N	Pelicans Dr	Newport Coast Dr	19	23,902	86	12-09-2019
Pelican Hill Rd N	Pelicans Dr	Pelican Hill Cir (North Side)	19	50,996	86	12-10-2019
Pelican Hill Rd S	Newport Coast Dr	Pelican Hill Cir S	24	142,100	84	12-09-2019
Pelican Hill Rd S	Pelican Hill Cir (North Side)	Pelican Hill Cir (South Side)	24	31,798	70	12-10-2019
Pelican Hill Rd S	Pelican Hill Cir (South Side)	Pelican Hill Cir (North Side)	24	32,448	68	12-09-2019
Pelican Hill Rd S	Pelican Hill Cir (South Side)	Newport Coast Dr	24	142,600	85	12-10-2019
Pembroke Ln	Mariners Dr	Cornwall Ln	34	32,220	84	12-29-2020
Perham Rd	Cameo Shores Rd	Milford Dr	33	45,540	96	11-25-2019
Pescador Dr	Nottingham Rd	Santiago Dr	33	50,271	92	12-29-2020
Piazza Genoa	Via Lido Soud	Via Genoa	45	8,640	88	12-29-2020
Piazza Lido	Via Florence	Via Havre	58	29,580	82	12-29-2020
Piazza Lido	Via Havre	Via Koron	24	10,272	92	12-21-2020
Pirate Rd	Cliff Dr	Clay St	35	28,735	80	12-21-2020
Plaza Del Norte	L St	I St	30	11,250	76	12-21-2020
Plaza Del Sur	I St	L St	30	16,050	72	12-21-2020
Poinsettia Ave	Ocean Blvd	Seaview Ave	28	15,316	73	12-06-2019
Poinsettia Ave	Seaview Ave	Coast Highway East	28	17,864	93	12-06-2019
Poinsettia Ave	Coast Highway East	Fourth Ave	28	33,936	65	03-26-2020
Poinsettia Ave	Fourth Ave	Fifth Ave	30	9,540	57	11-22-2019
Point Arena Way	Point Loma Dr	Point Sur Dr	32	22,140	72	12-10-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Point Arguello Way	El Capitan Dr	Drakes Bay Dr	36	6,120	84	12-10-2019
Point Conception Way	El Capitan Dr	Drakes Bay Dr	36	6,798	93	12-10-2019
Point Loma Dr	Mission Bay Dr	Point Arena Way	32	43,950	64	12-10-2019
Point Mendocino Way	Spyglass Hill Rd	Bodega Bay Dr	36	6,120	82	12-10-2019
Point Sur Dr	Carmel Bay Dr	Point Arena Wy	32	21,390	53	12-10-2019
Polaris Dr	Galaxy Dr	Evening Star Ln	36	44,352	66	12-21-2020
Polaris Dr	Evening Star Ln	Santiago Dr	36	62,148	79	12-21-2020
Poppy Ave	Ocean Blvd	190' S Coast Highway East	24	27,840	97	12-06-2019
Poppy Ave	190'S Coast Highway East	Coast Highway East	21	3,990	91	12-06-2019
Poppy Ave	Coast Highway East	Second Ave	30	9,000	57	11-22-2019
Poppy Ave	Second Ave	Fifth Ave	27	31,050	61	11-22-2019
Pork Barrel Way (35th 1/2 St)	Finley Ave	S End	16	1,280	87	12-21-2020
Port Abbey Pl	Port Sheffield Pl (West End)	Newport Hills Drive West	32	24,704	93	11-13-2019
Port Abbey Pl	Newport Hills Drive West	Port Sheffield Pl (East End)	32	30,080	88	11-13-2019
Port Aberdeen Pl	Port Whitby Pl	Port Durness Pl	32	44,628	96	11-20-2019
Port Albans Cir	Newport Hills Dr East	End	54	9,450	83	11-13-2019
Port Albans Pl	Newport Hills Dr East	Port Cardigon Pl	32	22,240	74	11-13-2019
Port Ashley Pl	Port Stirling Pl (West End)	Newport Hills Drive West	32	11,200	90	11-13-2019
Port Ashley Pl	Newport Hills Drive West	Port Stirling Pl (East End)	32	19,840	92	11-13-2019
Port Barmouth Pl	Port Westbourne Pl (West End)	Newport Hills Drive West	32	19,200	79	11-13-2019
Port Barmouth Pl	Newport Hills Drive West	Port Westbourne Pl (East End)	32	27,200	77	11-20-2019
Port Bishop Pl	Newport Hills Dr East	Port Carney Pl	33	32,435	84	11-20-2019
Port Bristol Cir	Port Cardiff Pl (West Side)	Newport Hills Drive East	32	37,120	83	11-15-2019
Port Bristol Cir	Newport Hills Drive East	End	32	35,040	88	11-15-2019
Port Cardiff Pl	Port Bristol Cir (West End)	Newport Hills Drive East	32	30,656	88	11-15-2019
Port Cardiff Pl	Newport Hills Drive East	Port Bristol Cir (East End)	32	16,800	93	11-13-2019
Port Cardigan Pl	Newport Hills Dr East	Port Albans Pl	32	26,880	88	11-13-2019
Port Carlisle Pl	Port Whitby Pl	Port Lerwick Pl	32	47,252	93	11-20-2019
Port Carlow Cir	Newport Hills Dr West	End	54	6,210	90	11-13-2019
Port Carlow Pl	Newport Hills Dr West	Port Renwick Pl	32	30,688	76	11-13-2019
Port Carney Pl	Newport Hills Dr East	Port Bishop Pl	33	16,998	83	11-20-2019
Port Charles Pl	Port Margate Pl (West End)	Newport Hills Drive West	32	21,280	87	11-13-2019
Port Charles Pl	Newport Hills Drive West	Port Margate Pl (East End)	36	36,000	89	11-13-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Port Chelsea Pl	Port Ramsgate Pl (West End)	Newport Hills Drive East	32	31,584	85	11-13-2019
Port Chelsea Pl	Newport Hills Drive East	Port Ramsgate Pl (East End)	32	17,568	80	11-13-2019
Port Claridge Pl	Newport Hills Dr East	Port Nelson Pl	33	29,445	86	11-20-2019
Port Dunbar Dr	Spyglass Hill Rd	Port Harwick Pl	36	6,942	94	11-20-2019
Port Dunleigh Cir	Newport Hills Dr East	End	32	21,696	89	11-13-2019
Port Durness Pl	Port Harwick Pl	Port Whitby Pl	36	26,238	94	11-20-2019
Port Durness Pl	Port Whitby Pl	Port Aberdeen Pl	36	46,364	96	11-20-2019
Port Edward Cir	Newport Hills Dr East	End	32	10,400	84	11-20-2019
Port Edward Pl	Newport Hills Dr East	Port Locksleigh Pl	33	28,860	82	03-26-2020
Port Harwick Pl	Port Dunbar Dr	Port Durness Pl	36	14,208	95	11-20-2019
Port Hemley Cir	Newport Hills Dr West	End	54	5,940	86	11-13-2019
Port Kimberly Pl	Newport Hills Dr West	Port Manleigh Pl	32	27,456	83	11-13-2019
Port Laurent Pl	Newport Hills Dr East	Port Trinity Pl	33	28,535	84	11-20-2019
Port Lerwick Pl	Port Whitby Pl	Port Carlisle Pl	32	31,744	94	11-20-2019
Port Locksleigh Pl	Newport Hills Dr East	Port Edward Pl	33	32,500	85	11-20-2019
Port Manleigh Cir	Newport Hills Dr West	Newport Hills Dr West	32	24,000	89	11-13-2019
Port Manleigh Pl	Newport Hills Dr West	Port Kimberly Pl	32	25,024	79	11-13-2019
Port Margate Pl	Port Charles Pl (West Side)	Newport Hills Drive West	32	12,096	85	11-13-2019
Port Margate Pl	Port Charles Pl (East Side)	Newport Hills Drive West	32	26,880	83	11-13-2019
Port Nelson Pl	Newport Hills Dr West	Port Charles Pl (East Side)	33	30,713	81	11-20-2019
Port Provence Pl	Port Weybridge Pl (West End)	Newport Hills Dr East	32	37,120	77	11-13-2019
Port Provence Pl	Newport Hills Dr East	Port Weybridge Pl (East Side)	32	27,784	76	11-13-2019
Port Ramsey Pl	San Miguel Dr	Port Whitby Pl	36	6,008	96	11-20-2019
Port Ramsgate Pl	Port Chelsea Pl (West End)	Newport Hills Drive East	32	20,256	84	11-13-2019
Port Ramsgate Pl	Newport Hills Drive East	Port Chelsea Pl (East End)	32	13,760	93	11-13-2019
Port Renwick Pl	Newport Hills Dr West	Port Carlow Pl	32	27,264	84	11-13-2019
Port Seabourne Way	Newport Hills Dr West	Newport Hills Dr East	40	63,760	81	03-26-2020
Port Sheffield Pl	Port Abbey Pl (West Side)	Newport Hills Drive West	32	16,224	92	11-13-2019
Port Sheffield Pl	Newport Hills Drive West	Port Abbey Pl (East Side)	32	20,800	86	11-15-2019
Port Stanhope Cir	Newport Hills Dr West	End	38	5,330	94	11-15-2019
Port Stanhope Pl	Newport Hills Dr West	Port Tiffin Pl	32	23,200	87	11-15-2019
Port Stirling Pl	Port Ashley Pl (West Side)	Newport Hills Drive West	32	19,680	93	11-13-2019
Port Stirling Pl	Newport Hills Drive West	Port Ashley Pl (East Side)	32	24,960	89	11-13-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Port Sutton Dr	San Miguel Dr	Newport Hills Dr East	49	15,756	87	11-20-2019
Port Taggart Pl	Newport Hills Dr West	Port Wheeler Pl	32	31,840	81	11-15-2019
Port Tiffin Cir	Newport Hills Dr West	End	54	6,210	96	11-15-2019
Port Tiffin Pl	Newport Hills Dr West	Port Stanhope Pl	32	23,360	83	11-15-2019
Port Townsend Cir	Port Bishop Pl	End	33	9,735	86	11-20-2019
Port Trinity Cir	Newport Hills Dr East	End	33	11,213	88	11-13-2019
Port Trinity Pl	Newport Hills Dr East	Port Laurent Pl	33	24,635	81	11-21-2019
Port Westbourne Pl	Port Barmouth Pl (West Side)	Newport Hills Drive West	32	12,480	88	11-15-2019
Port Westbourne Pl	Newport Hills Drive West	Port Barmouth Pl (East Side)	32	21,760	81	11-15-2019
Port Weybridge Pl	Port Provence Pl (West End)	Newport Hills Drive East	32	26,560	95	11-15-2019
Port Weybridge Pl	Newport Hills Drive East	Port Provence Pl (East Side)	33	20,394	77	11-13-2019
Port Wheeler Pl	Newport Hills Dr West	Port Taggart Pl	32	33,824	76	11-13-2019
Port Whitby Pl	Port Ramsey Pl	Port Durness Pl	36	37,220	96	11-21-2019
Portside Way	Windover Dr	Wavecrest Dr	32	18,432	83	12-05-2019
Powell Pl	15th St	End	34	7,480	74	12-29-2020
Prairie Road SB	Bonita Canyon Dr	Ford Rd	35	12,250	96	12-13-2019
Prairie Road NB	Ford Rd	Bonita Canyon Dr	46	16,100	96	12-13-2019
Priscilla Ln	Beryl Ln	Diana Ln	34	23,572	96	12-29-2020
Private Rd	Irvine Ave	Irvine Ave	33	31,110	85	12-29-2020
Production Pl	Monrovia Ave	Placentia Ave	38	48,070	63	12-29-2020
Prospect St	Canal St	Cedar St	29	24,824	86	12-29-2020
Prospect St	Cedar St	Newport Shores Dr	29	22,765	85	12-29-2020
Prospect St	Newport Shores Dr	Coast Highway West	24	4,320	88	12-29-2020
Prospect St	Coast Highway West	Seashore Dr	46	3,450	85	12-29-2020
Prospect St	Seashore Dr	Ocean Front Alley West	18	972	87	12-29-2020
Prospect St	Ocean Front Alley West	Ocean Front West	18	576	82	12-29-2020
Quail St	Campus Dr	Birch St	36	21,060	85	12-09-2019
Quail St	Birch St	Westerly Pl	60	37,020	89	12-09-2019
Quail St	Westerly Pl	Spruce St	44	40,128	91	12-09-2019
Quail St	Spruce St	Dove St	44	56,144	95	12-09-2019
Quiet Cove	Tiller Way	End	32	16,540	98	11-26-2019
Ramona Dr	Dolphin Ter	Santanella Ter	33	16,863	89	11-14-2019
Ramona Dr	Santanella Ter	Bonnie Doone Ter	33	9,240	88	11-14-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Redlands Ave	15th St	Clay St	34	23,120	84	12-29-2020
Redlands Ave	Clay St	Cliff Dr	34	24,820	85	12-29-2020
Redlands Dr	South End	23rd St	33	6,699	63	12-29-2020
Redlands Dr	23rd St	Dawnview Ln	33	18,150	68	12-29-2020
Redlands Dr	Dawnview Ln	Santa Isabel Ave	33	25,344	68	12-31-2020
Redlands Dr	Orchard Dr	Indus St	33	18,645	96	12-09-2019
Ridge Park Rd	Newport Coast Dr	Tesoro	37	67,081	91	12-13-2019
Ridge Park Rd	Tesoro	Campo Bello	37	47,471	92	12-13-2019
Ridge Park Rd	Campo Bello	Vista Ridge Rd	37	55,167	93	12-13-2019
Ridge Park Rd	Vista Ridge Rd	West Coast Peak	37	50,986	90	12-13-2019
Ridge Park Rd	West Coast Peak	Talmont	37	44,992	89	12-13-2019
Ridge Park Rd	Talmont	East End	37	40,835	92	12-13-2019
Ridge Park Rd	San Joaquin Hills Rd	Newport Coast Dr	37	53,613	89	12-13-2019
Rigel Cir	Galaxy Dr	End	56	12,020	62	12-31-2020
River Ave	38th St	40th St	28	12,040	80	03-08-2021
River Ave	40th St	42nd St	28	12,600	81	12-31-2020
River Ave	42nd St	Channel Pl	28	9,520	75	12-31-2020
River Ave	Alley #325	Balboa Blvd	25	8,250	71	12-31-2020
River Ave	Balboa Blvd	51st St	38	41,800	75	12-31-2020
River Ave	51st St	End	38	47,500	80	12-31-2020
Rivera Ter	Seaward Rd	End	23	8,544	84	11-25-2019
Riverside Ave	Coast Highway West	Avon St (West Side)	52	24,700	66	12-29-2020
Riverside Ave	Avon St	Cliff Dr	52	49,036	65	12-29-2020
Riverside Ave	Cliff Dr	15th St	34	47,600	55	12-29-2020
Riverside Dr	Indus St	End	33	8,430	97	12-09-2019
Riverside Dr	Orchard Dr	End	33	18,960	100	12-09-2019
Rockford Pl	Rockford Rd	End	37	11,050	54	11-25-2019
Rockford Rd	Surrey Dr	Cortland Dr	37	24,827	59	11-25-2019
Rocky Point Rd	Goleta Point Dr	End	32	16,380	56	12-10-2019
Roxbury Rd	Cameo Shores Rd	Milford Dr	33	39,501	96	11-25-2019
Ruby Ave	Bay Front North	Balboa Ave	28	12,768	76	11-25-2019
Ruby Ave	Balboa Ave	Park Ave	28	12,180	76	11-19-2019
Ruby Ave	Park Ave	Bay Front South	27	11,286	74	11-19-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Ruth Ln	Estelle Ln	Marian Ln	34	22,654	87	12-29-2020
Rutland Rd	Mariners Dr	Westcliff Dr	36	48,600	89	12-29-2020
Sabrina Ter	Seadrift Dr	Angelita Dr	33	56,826	69	11-14-2019
Salt Air Cir	Salt Air Dr	End	32	13,520	90	12-05-2019
Salt Air Dr	Salt Air Cir	Lighthouse Ln	32	18,420	92	12-15-2019
San Bernardino Ave	15th St	Clay Ave	34	21,420	77	12-29-2020
San Bernardino Ave	Clay Ave	Cliff Dr	20	17,200	64	12-31-2020
San Bernardino Ave	Clay Ave	Cliff Dr	14	12,040	79	12-31-2020
San Clemente Dr	Santa Barbara Dr	Santa Cruz Dr	48	54,720	88	12-12-2019
San Joaquin Hills Rd	Backbay Dr	800' E of Backbay Dr	31	29,386	95	12-10-2019
San Joaquin Hills Rd EB	800' E of Backbay Dr	Jamboree Rd	30	32,960	82	12-10-2019
San Joaquin Hills Rd WB	Jamboree Rd	800' E of Backbay Dr	47	44,498	97	12-10-2019
San Martin Way	Bodega Bay Dr	San Mateo Way	36	30,450	96	12-10-2019
San Mateo Way	Bodega Bay Dr	San Martin Way	32	21,980	74	12-10-2019
San Nicolas Dr	Newport Center Dr East	Avocado Ave	78	84,240	100	08-25-2020
Sand Key	Park Green Dr	End	33	17,783	96	11-25-2019
Sand Point Way	Windover Dr	Wavecrest Dr	36	11,580	86	12-05-2019
Sandalwood Ln	Santiago Dr	Candlestick Ln	35	14,670	94	12-31-2020
Sandcastle Dr	Marguerite Ave	Tiller Way	36	6,948	80	03-26-2020
Sandcastle Dr	Tiller Way	Inlet Isle Dr	36	93,168	72	11-25-2019
Sandcastle Dr	Inlet Isle Dr	Park Green Dr	36	23,544	75	11-25-2019
Sandcastle Dr	Park Green Dr	Seacrest Dr	36	35,100	85	03-26-2020
Sandcastle Dr	Seacrest Dr	Catamaran Dr	36	52,740	87	11-25-2019
Sandpiper Dr	Ebbtide Rd	Setting Sun Dr	33	14,855	86	12-05-2019
Sandune Ln	Inlet Isle Dr	End	32	23,240	95	11-26-2019
Santa Ana Ave	Old Newport Blvd	Cliff Dr	24	18,000	85	12-31-2020
Santa Ana Ave	Cliff Dr	Clay St	34	56,270	85	12-31-2020
Santa Ana Ave	Cliff Dr	Clay St	20	33,100	86	12-31-2020
Santa Ana Ave	Clay St	15th St	36	22,572	81	12-31-2020
Santa Ana Ave	Clay St	15th St	20	12,540	55	12-29-2020
Santa Ana Ave	15th St	City Limit	19	12,160	71	12-29-2020
Santa Barbara Dr	Jamboree Rd	Newport Center Dr West	73	184,325	79	12-13-2019
Santa Isabel Ave	Irvine Ave	Tustin Ave	56	16,240	90	12-29-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Santana Dr	Dolphin Ter	Bonnie Doone Ter	33	12,375	87	11-14-2019
Santanella Ter	Patolita Dr	Malabar Dr	33	52,965	92	11-14-2019
Santiago Dr	Tustin Ave	Irvine Ave	37	48,375	92	12-29-2020
Santiago Dr	Irvine Ave	Galaxy Dr	36	31,464	60	12-29-2020
Santiago Dr	Galaxy Dr	Antigua Way	36	84,492	77	12-29-2020
Santiago Dr	Antigua Way	Mariners Dr	36	34,308	86	12-29-2020
Santiago Dr	Mariners Dr	Nottingham Rd	36	84,960	67	12-31-2020
Santiago Dr	Nottingham Rd	Pescador Dr	36	52,020	71	12-31-2020
Santiago Dr	Pescador Dr	Polaris Dr	37	15,178	44	12-31-2020
Sapphire Ave	Bay Front North	Balboa Ave	27	14,580	67	11-19-2019
Sapphire Ave	Balboa Ave	Park Ave	27	11,313	72	11-19-2019
Sapphire Ave	Park Ave	Bay Front South	28	12,180	70	11-19-2019
Sausalito Dr	Marguerite Ave	End	36	23,100	96	11-25-2019
Schooner Rd	Beacon Bay	End	24	6,960	99	12-12-2019
Scott Dr	Corinthian Way	Dove St	44	22,572	98	12-09-2019
Sea Gull Ln	Sherington Pl	16th St	37	33,300	32	12-31-2020
Sea Ln	Crown Dr	Harbor View Dr	38	40,964	70	12-12-2019
Sea Ln	Harbor View Dr	Goldenrod Ave	37	49,580	87	12-05-2019
Seabreeze Ln	Tiller Way	Surfview Ln	32	36,520	95	03-26-2020
Seacrest Dr	Catamaran Dr	Sandcastle Dr	32	47,200	91	11-25-2019
Seadrift Dr	Malabar Dr	Zahma Dr	37	61,420	59	11-14-2019
Seashore Dr	32nd St	33rd St	33	7,425	67	12-31-2020
Seashore Dr	36th St	33rd St	28	19,320	87	12-31-2020
Seashore Dr	39th St	36th St	28	19,320	87	12-31-2020
Seashore Dr	42nd St	39th St	28	18,200	85	12-29-2020
Seashore Dr	42nd St	45th St	28	17,640	83	12-29-2020
Seashore Dr	46tth St	45th St	28	5,740	83	12-29-2020
Seashore Dr	46th St	53rd St	28	42,000	82	12-29-2020
Seashore Dr	53rd St	60th St	28	42,000	85	12-29-2020
Seashore Dr	60th St	Prospect St	28	17,640	88	12-29-2020
Seashore Dr	Prospect St	Orange St	28	29,820	81	12-29-2020
Seashore Dr	Orange St	End	27	41,625	88	12-31-2020
Seaview Ave	Carnation Ave	Goldenrod Ave	30	25,710	65	12-06-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Seaview Ave	Goldenrod Ave	Jasmine Ave	30	27,270	71	12-06-2019
Seaview Ave	Jasmine Ave	Marguerite Ave	30	16,890	73	12-06-2019
Seaview Ave	Marguerite Ave	Narcissus Ave	30	18,450	67	12-06-2019
Seaview Ave	Narcissus Ave	Orchid Ave	28	7,040	90	12-06-2019
Seaview Ave	Orchid Ave	Poinsettia Ave	28	7,425	84	12-06-2019
Seaview Ave	Poinsettia Ave	Poppy Ave	28	7,560	86	12-06-2019
Seaward Rd	Isabella Ter	De Anza Dr	35	54,040	85	11-25-2019
Seaward Rd	De Anza Dr	Serra Dr	35	31,990	86	11-25-2019
Seaward Rd	Serra Dr	Coast Highway East	35	12,215	62	11-25-2019
Seaward Rd	Coast Highway East	Evening Canyon Rd	37	9,195	93	12-13-2019
Seaward Rd	Evening Canyon Rd	Driftwood Rd	27	7,749	90	03-26-2020
Second Ave	Avocado Ave	Carnation Ave	28	25,144	83	12-12-2019
Second Ave	Carnation Ave	Heliotrope Ave	28	33,600	92	12-12-2019
Second Ave	Jasmine Ave	Marguerite Ave	27	14,472	70	03-26-2020
Second Ave	Marguerite Ave	Narcissus Ave	27	15,498	82	03-26-2020
Second Ave	Narcissus Ave	Orchid Ave	27	7,263	84	12-12-2019
Second Ave	Orchid Ave	Poinsettia Ave	27	7,236	81	03-26-2020
Second Ave	Poinsettia Ave	Poppy Ave	27	7,290	78	12-12-2019
Second Ave	Poppy Ave	Hazel Ave	27	3,375	72	12-12-2019
Serenade Ter	Dolphin Ter	Ramona Dr	33	33,000	89	11-14-2019
Serra Dr	Seaward Rd	De Anza Dr	35	45,675	88	11-25-2019
Serrano Ave	M St	Granada Ave	30	5,550	88	12-31-2020
Setting Sun Dr	Pebble Dr	Sandpiper Dr	33	32,576	72	12-05-2019
Seville Ave	Balboa Blvd East	M St	30	20,250	87	12-31-2020
Seville Ave	M St	Channel Rd	30	14,550	68	12-31-2020
Shell St	Way Ln	End	32	3,770	83	12-12-2019
Sherington Pl	Irvine Ave	Sea Gull Ln	37	52,984	36	12-31-2020
Shipway Ln	Tradewinds Ln	Skylark Ln	38	29,716	92	12-31-2020
Shorecliff Rd	Evening Canyon Rd	End	27	26,559	71	12-13-2019
Short St	Newport Blvd	Clubhouse Ave	32	4,320	99	12-31-2020
Short St	Clubhouse Ave	End	16	5,040	99	12-29-2020
Sierra Vista	Tustin Ave	End	32	20,132	87	12-29-2020
Signal Rd	Kings Rd	15th St	35	41,650	90	12-29-2020

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Silver Ln	Anniversary Ln	End	33	11,220	44	12-29-2020
Skylark Ln	Highland Dr	Commodore Rd	37	9,065	88	12-29-2020
Skylark Ln	Commodore Rd	Holiday Rd	38	41,344	90	12-29-2020
Snug Harbor Rd	Cliff Dr	Clay St	35	32,760	78	12-29-2020
Somerset Ln	Highland Dr	Highland Dr	34	50,330	90	12-31-2020
Sonora St	Seashore Dr	Ocean Front Alley West	16	1,520	87	12-31-2020
Sonora St	Ocean Front Alley West	Ocean Front West	19	1,330	91	12-31-2020
Spruce Ave	Bristol St South	Azure Ave	35	63,840	94	12-09-2019
Spruce St	Bristol St North	Quail St	60	36,000	95	12-09-2019
St Andrews Rd	Kings Rd	Clay St	34	35,530	40	03-08-2021
St Andrews Rd	Clay St	15th St	34	20,400	46	12-31-2020
St James Pl	15th St	St James Rd	35	24,635	83	12-31-2020
St James Rd	15th St	St James Pl	35	35,275	84	12-31-2020
Starboard Way	Windover Dr	Wavecrest Dr	32	11,424	91	12-05-2019
Starlight Cir	Commodore Rd	Glenwood Ln	35	8,155	92	12-30-2020
Starlight Cir	Glenwood Ln	End	33	8,935	90	12-30-2020
Summit St	Seashore Dr	End	18	3,150	88	12-30-2020
Sundance Dr	19th St	End	29	17,400	76	12-30-2020
Sunset Dr	Lugonia St	End	29	10,527	76	12-30-2020
Surfline Way	Windover Dr	Wavecrest Dr	32	22,556	85	12-05-2019
Surfview Ln	Tiller Wy	Seabreeze Lane	32	24,040	95	03-26-2020
Surrey Dr	Rockford Rd	Cameo Highland Dr	33	36,399	65	11-25-2019
Surrey Dr	Cameo Highland Dr	Garret Dr	33	21,120	76	11-25-2019
Sussex Ln	Dover Dr	Cumberland Ln	34	41,570	87	12-30-2020
Sylvia Ln	Beryl Ln	Deborah Ln	34	16,308	96	12-30-2020
Tahuna Ter	Marapata Dr	Angelita Dr	33	40,755	67	11-14-2019
Teller Ave	Campus Dr	Birch St	44	39,100	84	03-26-2020
Teresita Ln	Kathleen Ln	Vivian Ln	35	19,150	86	12-31-2020
Terrapin Way	Shipway Ln	Marlin Way	33	15,450	86	12-31-2020
Third Ave	Avocado Ave	Acacia Ave	27	7,290	85	12-06-2019
Third Ave	Acacia Ave	Begonia Ave	27	7,155	77	12-06-2019
Third Ave	Begonia Ave	Carnation Ave	27	7,155	94	03-26-2020
Third Ave	Dahlia Ave	Fernleaf Ave	27	7,155	77	12-06-2019

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Third Ave	Heliotrope Ave	Iris Ave	27	7,101	95	12-06-2019
Third Ave	Iris Ave	Jasmine Ave	27	7,290	65	12-06-2019
Third Ave	Jasmine Ave	Larkspur Ave	27	7,290	81	12-06-2019
Third Ave	Larkspur Ave	Marguerite Ave	27	7,452	92	03-26-2020
Third Ave	Marguerite Ave	Marigold Ave	28	7,616	72	12-06-2019
Third Ave	Marigold Ave	Narcissus Ave	28	7,420	73	12-06-2019
Third Ave	Narcissus Ave	Orchid Ave	28	7,392	65	12-16-2019
Third Ave	Orchid Ave	Poinsettia Ave	28	7,420	68	12-06-2019
Third Ave	Poinsettia Ave	Poppy Ave	28	7,560	81	12-06-2019
Tiburon Bay Dr	Carmel Bay Dr	Point Arena Way	32	31,104	77	12-10-2019
Tiller Way	Sandcastle Dr	Sausalito Dr	36	53,100	90	03-26-2020
Topaz Ave	Collins Ave	Park Ave	23	5,474	69	11-19-2019
Topaz Ave	Park Ave	Bay Front South	24	13,920	63	11-19-2019
Topside Ln	Sandcastle Dr	Inlet Isle Dr	32	20,782	97	11-26-2019
Toyon Ln	Holiday Rd	Nautilus Ln	33	15,285	89	12-31-2020
Tradewinds Ln	Santiago Dr	Commodore Rd	38	86,450	94	12-31-2020
Tremont Ln	Cameo Shores Rd	Milford Dr	33	46,860	88	11-25-2019
Turquoise Ave	Bay Front South	Park Ave	28	14,000	62	12-13-2019
Tustin Ave	Coast Highway West	Ocean View Ave (S))	34	13,600	93	12-31-2020
Tustin Ave	Ocean View Ave	Cliff Dr	26	12,480	92	12-31-2020
Tustin Ave	Cliff Dr	Clay St	35	28,245	61	12-30-2020
Tustin Ave	Clay St	15th St	35	22,155	69	12-30-2020
Tustin Ave	Emerson St	Francisco Dr	37	31,503	90	12-30-2020
Tustin Ave	150' South of Windward Ln	Santiago Dr	18	11,900	77	12-30-2020
Tustin Ave	Santiago Dr	23rd St	34	44,370	79	12-13-2019
Tustin Ave	South End	Santa Isabel Ave	37	12,700	84	12-30-2020
Tustin Ave	Santa Isabel Ave	North End	37	25,400	82	12-30-2020
Twin Lakes Cir	Carmel Bay Dr	End	32	6,684	68	12-06-2019
University Dr	Irvine Ave	South End	40	50,400	89	12-30-2020
Upper Bay Dr	Mesa Dr	Orchid Hill Pl	36	18,972	95	12-06-2019
Via Antibes	Via Lido Soud	Via Lido Nord	36	8,928	93	12-31-2020
Via Antibes	Via Lido Nord	Via Lido Soud	36	8,928	92	12-31-2020
Via Barcelona	Via Lido Soud	Via Lido Nord	20	6,540	86	12-31-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Via Cordova	Via Lido Soud	Via Lido Nord	20	9,000	92	12-31-2020
Via Dijon	Via Lido Soud	Via Lido Nord	20	11,400	87	12-31-2020
Via Eboli	Via Lido Soud	Via Lido Nord	20	14,040	83	12-31-2020
Via Fermo	Via Lido Soud	Via Firenze	16	4,096	83	12-31-2020
Via Firenze	Via Lido Nord	Piazza Lido	16	7,152	86	12-30-2020
Via Firenze	Piazza Lido	Via Lido Soud	16	5,696	90	12-30-2020
Via Florence	Via Lido Soud	Piazza Lido	24	6,480	92	12-30-2020
Via Genoa	Via Lido Soud	Piazza Lido	43	18,920	89	12-30-2020
Via Genoa	Piazza Lido	Via Lido Nord	43	19,178	96	12-30-2020
Via Graziana	Via Havre	Piazza Lido	18	8,820	87	12-30-2020
Via Graziana	Piazza Lido	Via Lido Nord	16	7,520	86	12-30-2020
Via Havre	Via Lido Soud	Piazza Lido	23	10,925	73	01-04-2021
Via Ithaca	Via Lido Soud	Via Lido Nord	20	19,400	76	12-31-2020
Via Jucar	Via Lido Soud	Via Lido Nord	23	21,275	83	12-31-2020
Via Koron	Via Lido Soud	Via Lido Nord	23	20,930	87	12-31-2020
Via Lido	Bridge (West End)	Via Lido Soud	22	28,420	94	12-31-2020
Via Lido Nord	Via Lido Soud (East Side)	Via Zurich	33	18,647	80	12-31-2020
Via Lido Nord	Via Zurich	Via Waziers	33	17,820	78	12-31-2020
Via Lido Nord	Via Waziers	Via San Remo	33	21,813	81	12-30-2020
Via Lido Nord	Via San Remo	Via Palermo	33	17,853	76	12-30-2020
Via Lido Nord	Via Palermo	Via Lorca	33	21,318	72	12-30-2020
Via Lido Nord	Via Lorca	Via Genoa	33	25,377	81	12-30-2020
Via Lido Nord	Via Genoa	Via Dijon	33	18,843	74	12-30-2020
Via Lido Nord	Via Dijon	Via Antibes	33	17,490	78	12-30-2020
Via Lido Nord	Via Antibes	Via Lido Soud (West Side)	20	9,200	87	12-30-2020
Via Lido Soud	Via Lido Nord (West Side)	Via Antibes	20	6,800	80	01-04-2021
Via Lido Soud	Via Antibes	Via Dijon	33	20,625	69	01-04-2021
Via Lido Soud	Via Dijon	Via Genoa	33	27,060	75	01-04-2021
Via Lido Soud	Via Genoa	Via Koron	33	28,050	50	03-08-2021
Via Lido Soud	Via Koron	Via Orvieto	33	21,780	74	01-04-2021
Via Lido Soud	Via Orvieto	Via San Remo	33	22,110	73	01-04-2021
Via Lido Soud	Via San Remo	Via Venezia	33	17,160	74	01-04-2021
Via Lido Soud	Via Venezia	Via Zurich	33	21,780	78	12-30-2020

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Via Lido Soud	Via Zurich	Via Lido Nord (East Side)	53	24,965	81	12-30-2020
Via Lorca	Via Lido Soud	Via Lido Nord	20	17,500	86	12-30-2020
Via Malaga	Via Oporto	Via Lido	22	6,490	93	12-30-2020
Via Marina	Tustin Ave	End	33	18,538	87	12-30-2020
Via Mentone	Vai Lido Soud	Via Lido Nord	20	17,000	86	12-30-2020
Via Nice	Via Lido Soud	Via Lido Nord	20	16,200	79	12-30-2020
Via Oporto	32nd St	Via Lido	23	13,225	94	01-04-2021
Via Oporto	Via Lido	Central Ave	29	17,400	100	01-04-2021
Via Orvieto	Via Lido Soud	Via Lido Nord	23	18,055	87	01-04-2021
Via Palermo	Via Lido Soud	Via Lido Nord	22	16,764	85	01-04-2021
Via Quito	Vai Lido Soud	Via Lido Nord	20	14,200	82	01-04-2021
Via Ravenna	Via Lido Soud	Via Lido Nord	20	13,200	87	01-04-2021
Via San Remo	Via Lido Soud	Via Lido Nord	23	15,240	93	01-04-2021
Via Trieste	Via Lido Soud	Via Lido Nord	20	12,000	92	12-30-2020
Via Undine	Via Lido Soud	Via Lido Nord	20	11,400	86	12-30-2020
Via Venezia	Via Lido Soud	Via Lido Nord	20	10,700	84	12-30-2020
Via Waziers	Via Lido Soud	Via Lido Nord	23	11,845	91	12-30-2020
Via Xanthe	Via Lido Soud	Via Lido Nord	20	9,800	88	12-30-2020
Via Yella	Via Lido Soud	Via Lido Nord	20	9,300	79	12-30-2020
Via Zurich	Via Lido Soud	Via Lido Nord	21	9,030	89	12-30-2020
Villa Way	28th St	29th St	25	8,000	71	01-04-2021
Villa Way	29th St	32nd St	22	17,160	70	01-04-2021
Vista Baya	West End	Tustin Ave	33	19,891	79	01-04-2021
Vista Baya	Tustin Ave	East End	24	13,305	73	01-04-2021
Vista Del Oro	Eastbluff Dr (South End)	Vista Caudal	36	103,068	73	12-06-2019
Vista Del Oro	Vista Caudal	Vista Entrada	35	36,400	60	03-26-2020
Vista Del Oro	Vista Entrada	Vista Del Sol	35	76,475	75	12-06-2019
Vista Del Oro	Vista Del Sol	Vista Nobleza	35	74,900	91	12-06-2019
Vista Del Oro	Vista Nobleza	Vista Umbrosa	35	65,800	86	12-06-2019
Vista Del Oro	Vista Umbrosa	Eastbluff Dr (North End)	35	26,425	83	12-06-2019
Vista Del Sol	Vista Del Oro	Eastbluff Dr	60	28,200	96	12-10-2019
Vista Ridge Rd	Newport Coast Dr	Altezza Dr	37	55,241	88	12-13-2019
Vista Ridge Rd	Altezza Dr	Ocean Heights Dr	37	68,709	85	12-13-2019

Appendix B
Complete Street Listing Current Conditions
Local

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date
Vista Ridge Rd	Ocean Heights Dr	Coastal Canyon Dr	37	76,479	91	12-13-2019
Vista Ridge Rd	Coastal Canyon Dr	Ocean Heights Dr	37	62,715	77	12-13-2019
Vista Ridge Rd	Ocean Heights Dr	Ridge Park Rd	37	22,903	88	12-13-2019
Vivian Ln	Beryl Ln	Diana Ln	34	28,196	87	01-04-2021
Walnut St	Prospect St	Newport Shores Dr	29	25,694	45	01-04-2021
Walnut St	Newport Shores Dr	Coast Highway West	19	3,135	86	01-04-2021
Walnut St	Seashore Dr	Ocean Front Alley West	18	990	89	12-30-2020
Walnut St	Ocean Front Alley West	Ocean Front West	19	1,330	79	12-30-2020
Warwick Ln	Estelle Ln	Marian Ln	33	24,486	75	12-30-2020
Warwick Ln	Marian Ln	Nottingham Rd	33	8,052	80	12-30-2020
Washington St	Edgewater Pl	Bay Ave East	18	1,800	88	12-30-2020

XIII. Appendix C – Quality Assurance/Quality Control Plan

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management system.

The Quality Assurance/Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for updates of the pavement management system.

If applicable, utilize the space below to include information on the agency's QA/QC policies:

Pavement Management Plan
Quality Control Plan

April 2021

NCE
Fountain Valley, CA
17050 Bushard St. Suite 200
Fountain Valley, CA 92708

City of Newport Beach

100 Civic Center Drive
Newport Beach, CA 92660

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Appendix C1 Resumes of Field Inspectors

1. Introduction

The need for quality control is paramount when performing data collection in any field, as it is essential for accurate planning, analysis, and design. NCE's *Quality Assurance Management Plan* (QAMP) affirms that:

> *NCE is dedicated to achieving technical and management excellence and to delivering professional engineering and environmental services that meet or exceed our clients' needs. NCE's Quality Assurance/Quality Control (QA/QC) Program is designed to achieve these goals. This QA Management Plan (QAMP) describes NCE's QA Program, which is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvements.*

NCE's QAMP establishes minimum quality standards for performance and procedures for assuring that our clients receive quality service. It requires the participation of employees at every level. It encourages Project Managers and technical staff to take pride in their work and to assume responsibility for ensuring that the work is done correctly the first time. The QAMP is designed to reduce the incidence of quality-related and, where necessary, results in corrective actions and modification of work procedures to minimize the incidence of future problems.

NCE has also prepared detailed and specific quality control plans (QCPs) for projects; the most notable example is for the **Long Term Pavement Performance (LTPP) – Western Regional Support Contract** for the Federal Highway Administration. This is a 150-page document that covers data collection on highways, including deflection, profile, pavement distresses, traffic, maintenance and rehabilitation history, materials testing and sampling as well as document control.

1.1. Objectives

This document constitutes a formal QCP for the City of Newport Beach. It was prepared on December 15, 2020 and last revised on January 1, 2021. The QCP focuses on data collection issues as part of the pavement management update. Specifically, it is intended for the 2021 Pavement Management Update. The focus is on the collection of network-level pavement distress data. As defined by the National Cooperative Highway Research Program Synthesis 401 *Quality Management of Pavement Data Collection,* "Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices."

1.2. Structure

The following components are addressed in this QCP:

- Condition inspection procedures,
- Data collection accuracy requirements,
- Inspector qualifications and experience, and
- Safety procedures.

2. Quality Control Plan

2.1. Condition Inspection Procedures

The governing document for performing condition surveys for the City of Newport Beach is ASTM D6433-16, "*Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.*" Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type.

AC Pavements

1. Alligator (fatigue) cracking
2. Bleeding
3. Block cracking
4. Bumps and sags
5. Corrugation
6. Depression
7. Edge cracking
8. Joint reflection cracking
9. Lane/shoulder drop-off
10. Longitudinal and transverse cracking
11. Patching and utility cut patching
12. Polish aggregate
13. Potholes
14. Railroad crossing
15. Rutting
16. Shoving
17. Slippage cracking
18. Swelling
19. Raveling
20. Weathering

PCC Concrete (Jointed) Pavements

1. Blowup/buckling
2. Corner breaks
3. Divided slab
4. Durability ("D") cracking
5. Faulting
6. Joint seal damage
7. Lane/shoulder drop-off
8. Linear cracking
9. Patching (large) and utility cuts
10. Patching (small)
11. Polished aggregate
12. Popouts
13. Pumping
14. Punchout
15. Railroad crossing
16. Scaling, map cracking, and crazing
17. Shrinkage cracks
18. Spalling (corner)
19. Spalling (joint)

Any exceptions to the ASTM procedures will be discussed with the City before any inspections are performed. Exceptions are usually related to distresses or situations that are not covered in the manuals. Examples include slippage cracks, roller check marks, or edge cracking on streets with no curbs and gutters. Others include the raveling of surface seals or surveying the open-graded AC mixes. Any modifications will be documented and submitted to the City for approval.

Distress survey on arterial and collector streets were performed as walking inspection, while survey for residentials and alleys were performed as windshield inspection. A minimum 10% sampling rate is utilized. Field crew is typically a certified technician for lower-volume roads and additional technicians will join the inspection team when surveying on higher-volume facilities such as arterials. The sample units for this project will be based upon the length and

width of the street sections. This data will be collected to match the existing management sections of PAVER™.

2.2. Data Collection Accuracy Requirements

The accuracy required for data collection has two components, both of which are further described in the following paragraphs.

- Re-inspections
- PCI comparisons with past inspections

2.2.1 Re-Inspection "Check"

At least 5% of all inspections are randomly re-inspected by other team members. A different inspector will review these sites and determine the revised pavement distress measurements. If the initial inspection is determined to be inaccurate, the original inspector is given refresher training before being allowed to continue with any further inspections. Should the data be inaccurate for a certain day, all the data for that day will be re-inspected following refresher training to ensure accuracy.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same and re-measured quantities must be within ±10% of the original measured quantity.

If corrections are required on more than 10% of the re-inspected sample units, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.

2.2.2 PCI Comparisons with Past Inspections

As another level of quality control, the new PCIs are compared with the previous PCIs. If they differ by more than ±10 PCI points, these sections are automatically flagged for further investigation.

If PCI Increases 10 points:

The section is investigated to see if maintenance and rehabilitation (M&R) activities have been performed since the last inspection, but have not been recorded. This can only be resolved with feedback from the City. Typical M&R activities that may have occurred include:

- Crack sealing – changes medium- or high-severity cracking to low-severity.
- Patching – alligator cracking has been removed and patched, so that the resultant PCI is increased.
- Surface seals.

- Overlay.

Therefore, an up-to-date M&R history file in the PAVER™ database is desirable, both for historical accuracy as well as to provide additional quality control.

If PCI Decreases 10 points:

The section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within the acceptable range, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the pavement management software form the basis for acceptability.

2.3. Inspector Qualifications and Experience

All NCE's inspectors are required to attend formal training on condition distress inspections. For example, any of NCE's inspectors working on the LTPP project are required to attend a week-long training workshop every year to maintain their certifications. The Regional Transportation Commission (RTC) of Washoe County requires inspectors to be calibrated prior to performing any work using the ASTM D6433 protocols (also known as the pavement management inspections).

For pavement management (or ASTM D6433) inspections, NCE's technicians underwent the Orange County Transportation Authority technician certification exercise held in January 2021.

Similarly, in agencies that use the StreetSaver® system, NCE's inspectors attend the distress training conducted by the Metropolitan Transportation Commission (MTC). After the formal training, technicians work with an experienced inspector before they are allowed to work on their own. Within the first month of working on their own, up to 20% of their work is checked weekly. Any necessary corrections are made immediately.

Finally, NCE conducts a one-day training and calibration workshop for all NCE staff involved with data collection. This is conducted once a year. The following table lists the inspectors assigned to this project and their most recent training date.

Inspector Name	Date of Distress Training	Training Conducted by:
Joseph De Leon	January 2020	Lisa K. Senn
Franc Escobedo	January 2020	Lisa K. Senn
Katrina Cai	January 2020	Lisa K. Senn
Farhang Jalali	February 2021	Lisa K. Senn

Resumes of technicians utilized on this project are included in Appendix C1.

3. Safety Procedures

NCE administers a health and safety program in compliance with the Nevada Occupational Safety and Health Act (Section 618.383) and California Occupational Safety and Health Administration (OSHA) Title VIII, Section 3203. The program is documented in NCE's *Workplace Safety Program Manual*, which can be provided upon request.

Generally, the safety procedures include:

- Inspectors to wear a Class 2 safety vest at all times.
- Flashing beacons are placed on all vehicles utilized for inspections.
- Stopped vehicles are to be parked at locations away from moving traffic (nearby parking, shoulders etc.).
- For higher volume streets, inspectors will use the sidewalk and or medians, and move in the face of traffic when conducting survey. This will furnish them with more time and provides them with better chances in escaping a dangerous situation involving incoming vehicles.

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Inspections occur during off-peak periods or on weekends.
- An additional inspector attends to watch out for traffic.
- Traffic flaggers are provided in extreme cases.

In extreme cases where it is not possible to walk on the pavement surface, inspections will be performed from sidewalks or raised medians. However, this is extremely rare for city or county roads/streets; this is most often encountered on state highways, and lane closures are the most likely option in that circumstance.

All NCE inspectors are required to take online safety programs annually as administered by “Click Safety.” These classes include:

- C2 Cal Personal Protective Equipment R2.
- G2 Cal/OSHA Heat Illness Prevention.
- G2 Cal/OSHA Heat Illness R2.

Appendix C1

Resumes of Field Inspectors

Franc Escobedo

Engineering Field Technician

Franc has over 21 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition inspections throughout California, Idaho and Washington. His experience includes distress collection across various Pavement Management Systems, including the Metropolitan Transportation Commission StreetSaver, PAVER, Cartegraph, and Hansen systems.

Additionally, Franc has completed both the OCTA PAVER and MTC "Distress Identification" courses for both Asphalt Concrete and Portland Cement Pavements and now assists with the training of agency staff on both courses.

Franc performs all activities relating to pavement data collection using hardcopy forms or tablets. As part of the quality control process, he performs cross-checks of data in the PMS database. He regularly performs quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up-to-date. During this process, he generates detailed reports that are necessary to perform his cross-checks of the collected data.

His field experience and expertise are added benefits to agencies during field training. Listed below are a collection of agencies for which Mr. Escobedo has performed condition inspections – they total over 6,000 centerline miles of roads and streets.

Representative Projects

Pavement Management

Pavement Management Inspections

Engineering Field Technician

- Ada County, Idaho
- Agoura Hills
- Anaheim
- Bakersfield
- Bell
- Buena Park
- Camarillo
- Chula Vista
- Commerce
- Corona
- Cudahy
- Dana Point
- El Centro
- El Cerrito
- Elk Grove
- Encinitas
- Fremont
- Fullerton
- Hayward
- Hillsborough
- Humboldt County
- Inyo County
- La Habra
- Lake Forest
- Lemon Grove
- Marin County
- Martinez
- Mendocino County
- Milpitas
- Mission Viejo
- Mono County
- Mountain View
- Orange County
- Palm Springs
- Redwood City
- San Clemente
- San Diego County
- San Ramon
- Santa Cruz County
- Seal Beach
- Siskiyou County
- South Lake Tahoe
- Stanislaus County
- Stanton
- Thousand Oaks
- Torrance
- Tulare
- Tuolumne County
- Tustin
- Vallejo
- Vernon
- Walnut Creek
- West Covina
- West Sacramento

Projects included various forms of inspections for pavement distress data collection, such as walking, windshield, and/or semi-automated.

Joseph De Leon

Field Technician

Joseph joined NCE in 2017 as a pavement management technician and is experienced in collecting distress data for pavement management systems. Apart from conducting field inspections, he has performed all functions related to data collection and is an active participant in the quality control process. As part of this process, he performs cross-checks of data in the PMS database. Joseph has performed quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up to date. During this process, he generates detailed reports, needed to help perform his crosschecks of the data collected.

Representative Projects

Pavement Asset and Management

Pavement Condition Surveys

Various Cities and Counties, CA

Field Technician. Listed below are a collection of agencies that he has performed condition inspections. Projects included various forms of inspections for pavement distress data collection, such as walking, windshield and/or semi-automated.

- Buena Park
- El Cajon
- Elk Grove
- Fairfield
- Garden Grove
- King City
- Lake County
- Martinez
- Newport Beach
- Oakland
- Pacific Grove
- San Clemente
- Sand City
- Santa Ana
- Santa Cruz County
- Sonoma County
- South Gate
- Stockton
- Thousand oaks
- Torrance
- Ventura

Katrina Cai – Staff Engineer, EIT

Ms. Katrina (Meiling) Cai joined NCE upon graduation and has since performed pavement condition inspections throughout California, as well as sidewalk and curb ramp assessments, pavement management budget analyses using both PAVER and StreetSaver software. In addition, Ms. Cai has served as the Staff Engineer for Orange County project since 2017. As part of the Orange County project, Ms. Cai covered the City of Dana Point on 2017 and 2019 PMP updates which included the OCTA M2 Eligibility PMP Submittal Template.

Education
BS, Civil Engineering, University of California, Irvine, 2014

Registrations/Certifications
Engineer-in-Training – Civil, CA #161501
Pavement Management Training Levels 1 & 2, 2017
MTC StreetSaver® Rater Certification Program
OCTA PAVER Certification program

Years of Experience
5 years

Representative Projects

Citywide Sidewalk Assessment, City of Carson, CA. Field Technician. NCE inspected sidewalks and curb and gutter distresses on approximately 203 centerline miles of streets using distress criteria developed in consultation with the City. The primary emphasis of the assessment was to identify tripping hazards resulting from damage to sidewalks, curbs and gutters, as well as to identify locations with previous repairs. Locations where the sidewalk stopped or was discontinuous were noted. This assessment included reviewing ADA compliance for the curb ramps.

Sidewalk and Curb Ramp Assessment, City of Corona, CA. Field Technician. NCE performed condition assessments of approximately 350 centerline miles of sidewalks and 9,000 curb ramps. In addition, NCE provided prioritization criteria as well as repair recommendations.

Pavement Management Inspections

Engineering Field Technician. Ms. Cai is responsible for pavement condition inspections on both arterial and residential streets, PCI calculation, imported M&R history records and reviewed M&R strategies, linked the database to GIS, performed City staff training and provided technical support. Her clients include the following cities and counties:

Ada County Highway District, ID	El Cajon	Manhattan Beach
Chula Vista	El Central	Novato
Corona	La Habra	West Covina
Davis	Laguna Niguel	Whittier

Pavement Management System Update

Staff Engineer. Ms. Cai performs the tasks of quality control of pavement distress data, database converting between softwares, zone setup in database, updating the City's decision tree, conducting budget analysis and summary reports. Her clients include the following cities and counties:

Bell	KCAG	Seal Beach
Buena Park	Lake Forest	Stanton
City of Orange	Lemon Grove	Temple City
City of Santa Barbara	Mission Viejo	Torrance
County of Orange	San Dimas	Yorba Linda
Dana Point	San Gabriel	

Farhang Jalali, Ph.D.

Staff Engineer

Mr. Jalali recently graduated with his Ph.D. in civil engineering with an emphasis in pavement technology from Auburn University in Alabama. Mr. Jalali's dissertation focused on pavement preservation performance modeling. He is a civil engineer with consulting experience in land development, road geometric and pavement design, design of retaining walls and drainage systems. His experience in pavement research includes working in mix design, mixture and binder testing, distress data collection, data processing and analysis as well as report writing and presentation. Farhang has implemented advance statistical concepts for the research works in programs such as SAS, SPSS, R. Also, he has coding experience using VBA, MATLAB and Python.

Representative Projects

Farhang has been involved in both research and industry projects related to pavement preservation, asphalt binder modification, material characterization, pavement management, land development, road and railway design. Some of the projects include:

- Pavement preservation performance modeling (pooled fund study TPF-5-375)
- Developing a new optimization technique for pavement management systems (Auburn University)
- Reassessment of the Bending Beam Rheometer (BBR) testing temperature (Auburn University)
- Binder modification using Nano materials (research project)
- Several land development, road and railway design, pavement design and analysis, and drainage system design projects in Iran

Pavement Preservation Performance Modeling

National Partnership to Determine the Life Extending Benefit Curves of Pavement Preservation Techniques (MnROAD/NCAT Joint Study)

Departments of Transportation of Alabama, Arkansas, Colorado, Georgia, Illinois, Kansas, Kentucky, Maryland, Michigan, Minnesota, Mississippi, Missouri, New York, North Carolina, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Wisconsin and West Virginia, as well as FHWA and FP2 Inc.

Research Assistant. Farhang supported the $3.3 million nation-wide pavement preservation pooled fund study TPF-5(375) as a principal data analyst. He developed much needed performance curves for pavement preservation treatments. Farhang performed data-driven pavement forensic studies applied on NCAT's preservation sites located on a low-volume road, Lee Road 159, and a high-volume road, US-280. As part of the project, he developed advanced automation techniques to improve work efficiency where sizable repetitive tasks are needed to be handled on a regular basis; as a case in point, automation of crack mapping which is implementable in a hassle-free overnight operation. He worked with large datasets pertaining to NCAT-MnROAD partnership preservation study.

XIV. Appendix D – Pavement Management Data Files

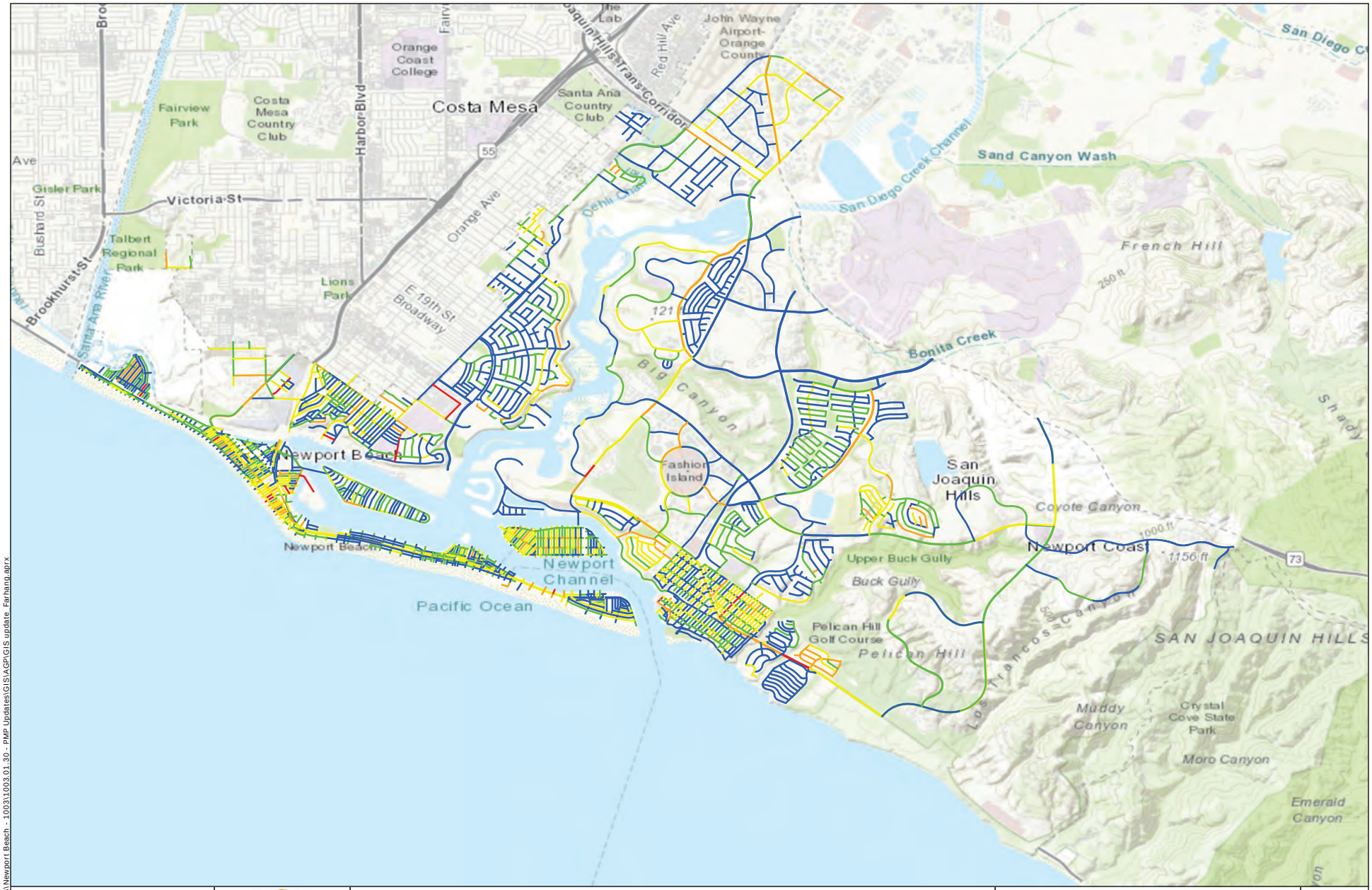
The Pavement Management data files shall be submitted to OCTA in spreadsheet format. This must include the following information:

- Street name and limits for all public streets
- Street identifiers (Branch ID, Section ID)
- Direction (if applicable)
- Beginning and ending of each section
- Length, widths, and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- PCI and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

The Pavement Management data files are attached here as a CD, or included as Appendix D

XV. Appendix E – GIS Maps – Current Conditions (Optional)

If included, attach and label Appendix E.



PCI Ranges

- 0 - 40 (Very Poor)
- 41 - 59 (Poor)
- 60 - 74 (Fair)
- 75 - 85 (Good)
- 86 - 100 (Very Good)

City of Newport Beach, CA

Pavement Condition 2021

N

1 in. = 6,667 ft.

0 3,000 6,000 ft.

FIGURE 1

SOURCE	JOB NUMBER	DRAWN	DATE	REVISED	APPROVED
City of Newport Beach GIS Centerline	1001.01.30	fJalali	5/4/2021	-	-

Document Path: P:\Active Projects\Newport Beach - 1003\1003.01.30 - PMP Updates\GIS\AGP\GIS update_Farhang.aprx

ATTACHMENT D

CITY OF NEWPORT BEACH

PUBLIC WORKS DEPARTMENT
1 CIVIC CENTER DRIVE
P.O. BOX 1768, NEWPORT BEACH, CA 92659-1768
(949) 644-3311

MEMORANDUM

TO: PLANNING DEPARTMENT

FROM: TRAFFIC ENGINEER

DATE: June 11, 2020

SUBJECT: REVISED FAIR SHARE FEES – UPDATE 2020

Per City Ordinance 94-19, the Fair Share Fees are to be adjusted effective July 1 of each year based on the Consumer Price Index (the Los Angeles – Long Beach – Anaheim, All Urban Consumer Index). For 2020, the fee will be revised 0.9%, from $223.63/trip to $225.64/trip.

A revised Fair Share Fee Summary Table of various land uses as defined by the 1996 NBTAM is attached for your use.

If you have any questions regarding the new fee or help with fee calculations, please contact me at ext. 3329.

Antony Brine
City Traffic Engineer

Attachment

I:\Users\PBW\Shared\TRAFFIC\Fair Share Fee\fairsharememo2020.doc

FAIR SHARE FEE SUMMARY TABLE				
	Fair Share Fee Per Trip			$225.64
	USE	GEN RATE	UNIT	FEE/UNIT
1	Res-Low (SFD)	11.00	DU	$2,482
2	Res-Medium (SFA)	8.60	DU	$1,941
3	Apartment	6.50	DU	$1,467
4	Elderly Residential	4.00	DU	$903
5	Mobile Home	6.00	DU	$1,354
6	Motel	10.10	ROOM	$2,279
7	Hotel	10.50	ROOM	$2,369
8	Resort Hotel	6.00	ROOM	$1,354
9	Regional Commercial	22.00	TSF	$4,964
10	General Commercial	40.00	TSF	$9,026
11	Comm./Recreation	40.00	ACRE	$9,026
12	Resort Commercial	35.00	TSF	$7,897
13	Restaurant	66.90	TSF	$15,095
14	Family Restaurant	177.87	TSF	$40,135
15	Fast Food Restaurant	142.00	TSF	$32,041
16	Auto Dealer/Sales	47.91	TSF	$10,811
17	Yacht Club	50.00	TSF	$11,282
18	Health Club	40.00	TSF	$9,026
19	Tennis Club	44.30	CRT	$9,996
20	Marina	0.50	SLIP	$113
21	Theater	1.50	SEAT	$338
22	Newport Dunes	5.70	ACRE	$1,286
23	General Office	13.00	TSF	$2,933
24	Medical Office	45.00	TSF	$10,154
25	R & D	9.50	TSF	$2,144
26	Industrial	5.00	TSF	$1,128
27	Mini-Storage/Warehouse	2.61	TSF	$589
28	Pre-School/Day Care	67.00	TSF	$15,118
29	Elementary/Private School	1.00	STU	$226
30	Junior/High School	1.40	STU	$316
31	Civic Center/Museum	32.00	TSF	$7,221
32	Library	41.80	TSF	$9,432
33	Post Office	86.80	TSF	$19,586
34	Hospital	11.40	BED	$2,572
35	Nursing/Conv. Home	2.70	PAT	$609
36	Church	7.70	TSF	$1,737
37	Youth Ctr/Service	4.00	TSF	$903
38	Park	6.00	ACRE	$1,354
39	Regional Park	5.00	ACRE	$1,128
40	Golf Course	6.00	ACRE	$1,354
41	Resort Golf Course	3.00	ACRE	$677

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 6

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Scott Catlett, Finance Director/Treasurer - 949-644-3123, scatlett@newportbeachca.gov
PREPARED BY:	Shannon Espinoza, Budget Manager sespinoza@newportbeachca.gov
PHONE:	949-644-3128
TITLE:	Resolution No. 2021-49: Adoption of Fiscal Year 2021-22 Appropriations Limit

ABSTRACT:

As a governmental entity, the City of Newport Beach (City) is subject to the Gann Appropriations Limit Initiative, which determines the amount that the City can spend from its tax revenues. The limit is adjusted annually for changes in population, combined with the change in California per capita personal income, and must be adopted by resolution. For Fiscal Year 2021-22, applicable tax proceeds are estimated at $190,670,013. The City's Gann appropriation limit totals $218,535,203. Therefore, the City is more than $27,865,190 under the Gann limit.

RECOMMENDATION:

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. 2021-49, *A Resolution of the City Council of the City of Newport Beach, California, Determining and Establishing an Appropriations Limit for Fiscal Year 2021-22 in Accordance with Article XIIIB of the California Constitution and Government Code Section 7910*, in the amount of $218,535,203.

DISCUSSION:

Article XIIIB of the California Constitution specifies that appropriations of government entities may increase annually only by a limited amount, primarily to allow for population increases and inflation. Each local government is required to establish its appropriations limit by resolution each year at a regularly scheduled or noticed special meeting of the City Council. The attached resolution submitted for City Council approval fulfills this requirement.

The calculation of the City's Appropriations Limit for Fiscal Year 2021-22 is:

FY2020-21 Appropriations Limit	$208,442,683
Inflation Adjustment Factor[1]	5.73
Population Adjustment Factor[2]	-0.84
FY2021-22 Appropriations Limit	$218,535,203

[1] Based on California per capita income increases as provided by the California Department of Finance, May 2021.

[2] Based on Orange County population growth as provided by the California Department of Finance, May 2021.

The City of Newport Beach's estimated proceeds from taxes for Fiscal Year 2021-22 is $190,670,013 or $27,865,190 less than $218,535,203 Appropriations Limit. Calculation of proceeds of taxes can exclude certain public fund uses, including categories of debt service, contribution to some types of revenues, and federal mandates. The exclusion calculation was not performed as the City continues to maintain appropriations significantly below its Appropriations Limit.

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. 2021-49

ATTACHMENT A

RESOLUTION NO. 2021-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DETERMINING AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021-22 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE SECTION 7910

WHEREAS, Article XIII B was added to the California Constitution at the special State-wide election held November 6, 1979 (commonly known as Proposition 4);

WHEREAS, Government Code Section 7910 was added to Chapter 1205 by Statute at the Regular Session of the California Legislature in 1980;

WHEREAS, Proposition 111, which, among other things, provides new annual adjustment formulas for the Appropriations Limit, was approved by the voters in June, 1990;

WHEREAS, the State of California Department of Finance have published population and per capita income growth indexes, as well as guidelines for the uniform application of Proposition 111;

WHEREAS, Government Code Section 7910 requires the governing body of each local jurisdiction to adopt, by resolution, its appropriations limit; and

WHEREAS, said appropriations limit must be adhered to in preparing and adopting the City of Newport Beach's annual budget.

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

Section 1: In accordance with Article XIII B of the California Constitution and Government Code Section 7910, the appropriations limit for the fiscal year commencing July 1, 2021 for the City of Newport Beach is $218,535,203. The computation of appropriations for the 2021-22 fiscal year are set forth in detail in the attachment hereto, which is incorporated as though fully set forth herein.

Section 2: Said appropriations limit shall be adhered to in the City of Newport Beach budget for the 2021-2022 fiscal year.

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

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

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

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

ADOPTED this 8th day of June, 2021.

_____
Brad Avery
Mayor

ATTEST:

_____
Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

Attachment A: Computation of Appropriations Limit

ATTACHMENT A

CITY OF NEWPORT BEACH

COMPUTATION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR ENDING JUNE 30, 2022 AS PER ARTICLE XIII B, CALIFORNIA STATE CONSTITUTION

FISCAL YEAR	PRIOR YEAR LIMIT	INFLATION ADJUST. (1)	POPULATION ADJUST. (2)	NEW APPROP. LIMIT
2021-22	**$208,442,683**	5.73	-0.84	**218,535,203**

note (1): Based on California per capita income increases
note (2): Based on Orange County population growth

CALCULATION OF ESTIMATED PROCEEDS OF TAXES FOR FISCAL YEAR ENDING JUNE 30, 2022

Total Estimated Proceeds of Taxes		**$190,670,013**
Less Authorized Exclusions	*note (3)*	**$0**
Net Proceeds of Taxes		**$190,670,013**

note (3): Since estimated proceeds are substantially less than the Appropriations Limit, exclusions were not calculated.

AMOUNT UNDER APPROPRIATIONS LIMIT **27,865,190**

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 7

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Michael J. Sinacori, Assistant City Engineer msinacori@newportbeachca.gov
PHONE:	949-644-3342
TITLE:	Resolution Nos. 2021-50 and 2021-51: Proposed Assessment District No. 124 (Central Balboa Island) – Approval of Preliminary Engineers Report and Notice of Intent to Form Underground Utility District

ABSTRACT:

The property owners within a roughly 50-block area of central Balboa Island submitted a petition requesting formation of an underground utility assessment district (AD 124). The City Council certified the petition for AD 124 on February 23, 2021. The City Council is now asked to declare its intention to levy assessments and issue bonds to finance the undergrounding, approve the Assessment Engineer's Report, and set July 27, 2021, as the time and place for a Public Hearing for AD 124.

RECOMMENDATION:

a) Adopt Resolution No. 2021-50, *A Resolution of the City Council of the City of Newport Beach, California, Declaring Its Intention to Take Proceedings Pursuant to the Municipal Improvement Act of 1913 and to Issue Bonds Pursuant to the Improvement Bond Act of 1915, and Make Certain Findings and Determinations in Connection Therewith, all Relating to the Formation of Assessment District No. 124*; and

b) Adopt Resolution No. 2021-51, *A Resolution of the City Council of the City of Newport Beach, California, Preliminarily Approving the Assessment Engineer's Report and Fixing the Time and Place of the Public Hearing for Assessment District No. 124*.

DISCUSSION:

Owners of property located in the proposed assessment district submitted a petition to the City of Newport Beach (City) in December 2020, requesting the formation of a special assessment district to underground overhead utilities. On February 22, 2021, the assessment engineer certified that owners representing more than 60 percent of the assessable property area within Proposed Assessment District No. 124 had signed a petition for undergrounding overhead utilities. On February 23, 2021, the City Council approved Resolution No. 2021-12 certifying the petition for AD 124.

AD 124 is being proposed for the conversion of existing overhead utilities to underground locations. The property owners within the boundaries of the proposed assessment district will bear the cost of the improvements and the associated proceedings.

The Municipal Improvement Act of 1913 governs the procedures used to create the assessment district. Bonds issued under the Improvement Bond Act of 1915 carry up to a 40-year term and are issued to finance assessments not paid in cash within 30 days after confirmation of the assessment. Staff is recommending a 20-year term for AD 124.

The Federal Income Tax Component of Contribution (ITCC) has been eliminated pursuant to City Council direction. The ITCC is a tax assessed whenever private party contributions in aid of construction (CIAC) are made. To date, underground utility districts have not been assessed this tax as underground utility districts are viewed as providing public benefit by increasing community aesthetics and public safety.

If following the public hearing and balloting AD 124 is formed, an assessment lien would be recorded on the title of properties included in the district. Thereafter, a cash collection period would take place to provide property owners with an opportunity to prepay their assessment and remove the assessment lien. A second cash collection period is also anticipated prior to the bond sale, which is anticipated to occur prior to construction and after design is complete.

The total assessment for Proposed Assessment District No. 124 is estimated as follows:

Proposed Assessment District No. 124

ITEM	COST
Cost of Design and Construction	$28,764,200
Incidental Costs and Expenses	$1,262,500
Financing (Bond) Costs	$2,789,000
Estimated Total Cost:	**$32,815,700**

In addition to the payment of the assessment, each property owner will be responsible for the costs of connecting the main service conduit in the public right-of-way to the property owner's home or business, if applicable. The cost to the property owner for this conversion varies depending on the condition and location of the current electrical service. Each property owner is encouraged to contact a licensed electrical contractor to assess its particular property needs.

As this project is very large and in the interest of time, SCE recommends designing and constructing the project in two phases. The first phase would start at the Grand Canal and move westerly to the middle of the project area. That would focus SCE and the other utility companies design efforts and allow the City to start the construction of portions of the district sooner than later.

The following is a tentative schedule for proposed AD 124:

Resolution of Intention	June 8, 2021
Public Hearing	July 27, 2021
Utility Companies Phase 1 Design Completed (Phase 2 a year later)	January 2023
Tentative Bond Sale Period	May 2023
City managed utility construction work commences – Phase 1	August 2023
Property owners notified to begin installing service connections – Phase 1	April 2025
City managed utility construction work commences – Phase 2	August 2024
Property owners notified to begin installing service connections – Phase 2	April 2026
Property owner's complete conversions	December 2026
Public utilities begin to remove overhead structures	January 2027
Public utilities finish removing poles and overhead structures	Summer 2027

The assessment engineer used a lot size methodology to apportion assessments within this district based on the finding that a majority of the properties are receiving similar safety, connection aesthetic, and view enhancement benefits. The special benefits from undergrounding the overhead utilities were defined as follows:

- Improved Aesthetics Benefit: This benefit relates to the improved aesthetics of the streetscape due to the removal of overhead wires and utility poles. For the purposes of this report, a street is defined as either a street or alley. The removal of guy wires and other support structures related to the overhead facilities are included in the definition of improved aesthetics. Properties that are directly adjacent to overhead facilities receive an aesthetic benefit. This benefit is based on the area of the parcel.

- Safety Benefit: This benefit relates to the additional safety of having the overhead distribution wires placed underground and having the power poles removed, which eliminates the threat of downed utility lines and poles due to wind, rain and other unforeseeable events. Falling facilities can lead to personal injuries and damage to structures, including fire. Properties immediately adjacent to the facilities usually have a greater risk. Furthermore, in areas like Central Balboa Island, the negative effects of falling lines and poles are widespread including blocked driveways and property damage due to impact. Many of the streets are narrow with one-way only designations. Alleys are often used as a travelway rather than just ingress and egress to properties. Properties that are adjacent to, or in proximity of, overhead facilities receive a safety benefit. This benefit is based on the average area of the parcels in the district.

- Reliability Benefit: This benefit relates to the enhanced reliability of service from the utilities being underground, due to having all new wires and equipment and having that equipment underground, which reduces the threat of service interruption from downed lines. When compared to overhead systems, fewer outages occur due to various acts of nature, traffic collisions and obstructions (such as trees). Properties that are connected to, or have the ability to connect to, the facilities proposed to be undergrounded receive a reliability benefit. This benefit is based on the average area of the parcels in the district.

The range for the estimated assessment costs per parcel is as follows:

District No.	Range of Assessments	70% of Properties Assessed
AD 124	$24,614.23 to $45,334.09	Under $33,630.95

Note that assessments vary due to the property size and benefits received.

Ballot Tabulation Procedures:

All assessment ballots submitted to the City Clerk prior to the close of the public hearing, recommended to be set for July 27, 2021, will be tabulated per the ballot tabulation procedures directed by City Council Policy L-28.

FISCAL IMPACT:

The City Council approved Budget Amendment No. 21-031 on February 23, 2021, appropriating $135,000 from the General Fund to Account No. 67502-941006 (AD Assessment Engineering) for preliminary design and assessment engineering costs.

In the event that formation of the district is successful, these costs will be reimbursed by cash contributions and bond proceeds from property owners within the district. If the district fails to be formed, funds advanced for preliminary work cannot be recovered from the proposed district property owners. In such case, the General Fund will cover the advance used for preliminary formation costs.

ENVIRONMENTAL REVIEW:

On February 23, 2021 the City Council deemed this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(d) (conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding).

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. 2021-50
Attachment B – Resolution No. 2021-51
Attachment C – Notice of Exemption

ATTACHMENT A

RESOLUTION NO. 2021-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DECLARING ITS INTENTION TO TAKE PROCEEDINGS PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913 AND TO ISSUE BONDS PURSUANT TO THE IMPROVEMENT BOND ACT OF 1915, AND MAKE CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH, ALL RELATING TO THE FORMATION OF ASSESSMENT DISTRICT NO. 124

WHEREAS, the City Council of the City of Newport Beach ("City") desires to provide certain property located in the City with the undergrounding of electric, telephone and cable facilities, and the removal of poles, overhead wires, guys, anchors and appurtenant work therewith as further described in Section 3 hereof ("Improvements") and to order the formation of an Assessment District to pay the costs thereof under and pursuant to the provisions of the Municipal Improvement Act of 1913 (the "1913 Act");

WHEREAS, the proposed assessment district, if it is formed, is to be known and designated as Assessment District No. 124 ("Assessment District");

WHEREAS, the proposed boundaries of the Assessment District are shown on a map which indicates by a boundary line the extent of the territory proposed to be included in the Assessment District, which map is designated "Proposed Assessment District No. 124" ("Map"), which Map is on file in the office of the City Clerk;

WHEREAS, the City Council has been presented with petitions signed by at least fifty percent (50%) of the property owners located within the boundaries of the proposed Assessment District requesting the formation of the Assessment District to finance the Improvements;

WHEREAS, pursuant to California Streets and Highways Code Section 5896.8, there is on file with the City Clerk a certificate of NV5, Inc. certifying the sufficiency of such petitions;

WHEREAS, it appears to the City Council that the Assessment District should be formed to finance the installation of said Improvements under the provisions of the 1913 Act;

WHEREAS, the City Engineer, with the assistance of NV5, Inc., is competent to make and file with the City Clerk the report with regard to the Improvements, which report is required by the 1913 Act to be made and filed;

WHEREAS, the conversion of overhead electric utility distribution system facilities to underground, including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to undergrounding, is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and its implementing guidelines (14 California Code of Regulations Section 15000 et seq.) ("Guidelines") pursuant to Section 15302(d) of the Guidelines;

WHEREAS, before ordering the Improvements, the City Council is required, under the 1913 Act, to adopt a resolution declaring its intention to do so;

WHEREAS, the City Council intends to consider issuing bonds secured by the assessments to be levied on property in the Assessment District pursuant to the Improvement Bond Act of 1915, being Division 10 (commencing with Section 8500) of the Streets and Highways Code ("1915 Act"); and

WHEREAS, before issuing bonds, the City Council is required, under the 1915 Act, to adopt a resolution declaring its intention to do so.

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

Section 1: The above recitals, and each of them, are true and correct and are incorporated into the substantive portion of this resolution.

Section 2: The Map is hereby approved, adopted and declared to describe the proposed boundaries of the Assessment District; and it shall govern for all details as to the extent of the Assessment District. The City Clerk is hereby directed to endorse her certificate on the original of the Map evidencing the date and adoption of this resolution and to file said Map in her office, and to file a copy of said Map so endorsed with the County Recorder of Orange, California within fifteen (15) days after the adoption of the resolution fixing the time and place of hearing on the formation and extent of the Assessment District.

Section 3: The Improvements generally include the undergrounding of existing electric, telephone and cable facilities, including the removal of poles, overhead wires, guys and anchors and the installation of new underground service connections and new streetlights and appurtenant work therewith as shown on the Map. The improvements will be designed by the Southern California Edison Company ("Edison") and other utility providers. Either Edison, the City, or the City's contractors will construct the Improvements, and the City will inspect the work to ensure conformance to City standards and specifications where applicable. Once completed, the underground facilities will become the property and responsibility of Edison and such other utility providers. Each owner of property located within the Assessment District will be responsible for arranging and paying for work on his or her property necessary to connect facilities constructed by the public utilities in the public streets to the points of connection on the private property owned by the property owner. Conversion of individual service connections on private property is not included in the work done by the Assessment District. Failure to convert individual service connections on private property may result in a recommendation to the City Council that the public utilities be directed to discontinue service to that property. Overhead facilities cannot be removed until all overhead service has been discontinued.

Section 4: The City Council hereby finds and declares that the public interest and necessity require the Improvements, and the Improvements will be of direct and special benefit to the properties and land within the Assessment District. The City Council hereby declares its intention to order the conversion of the existing overhead electric and communication facilities to underground locations, and the acquisition of the Improvements, to make the expenses thereof chargeable upon the area included within the Assessment District, and to form the Assessment District.

Section 5: The City Council further declares its intention to levy a special assessment upon the land within the Assessment District in accordance with the respective special and direct benefit to be received by each parcel of land from the Improvements.

Section 6: This City Council finds and determines that before ordering the acquisition of the Improvements it shall take proceedings pursuant to the 1913 Act and pursuant to Part 7.5 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Streets and Highways Code Section 2960 et seq. (the "1931 Act").

Section 7: NV5, Inc. is appointed the Assessment Engineer. The Assessment Engineer is hereby authorized and directed to make and file with the City Clerk a written report with regard to the 1913 Act ("Report"), which Report shall comply with the requirements of Section 10204 and Section 2961 of the Streets and Highways Code and Article XIIID of the California Constitution and shall contain the following:

(a) Plans and specifications for the Improvements;

(b) A general description of works or appliances already installed and any other property necessary or convenient for the operation of the Improvements, if the works, appliances or property are to be acquired as part of the Improvements;

(c) An estimate of the cost of the Improvements, and the cost of land, rights of ways, easements, and incidental expenses in connection with the Improvements, including the cost of registering bonds;

(d) A diagram showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each parcel of land within the Assessment District as they existed at the time of passage of this resolution (each subdivision to be given a separate number on the diagram);

(e) A proposed assessment of the total amount of the cost and expenses of the proposed Improvements upon the several subdivisions of land in the Assessment District in proportion to the estimated benefits to be received by such subdivision, respectively, from the Improvements (the assessment shall refer to the subdivisions by their respective numbers assigned as provided in (d) above); and

(f) A proposed maximum annual assessment upon each of the several subdivisions of land in the Assessment District to pay costs incurred by the City and not otherwise reimbursed which result from the administration and collection of assessments or from the administration or registration of any associated bonds and reserve or other related funds.

In addition, the Report shall contain the information required by the 1931 Act as set forth in Streets and Highways Code Section 2961(b), including:

(a) The total amount, as near as may be determined, of the total principal sum of all unpaid special assessments and special assessments required or proposed to be levied under any completed or pending assessment proceedings, other than the proposed assessments to be levied with respect to the Assessment District, which would require an investigation and report under the 1931 Act against the total area proposed to be assessed; and

(b) The total true value, as near as may be determined, of the parcels of land and improvements within the Assessment District which are proposed to be assessed. Total true value may be estimated as the full cash value of the parcels as shown upon the last equalized assessment roll of the County of Orange. Alternatively, total true value may be determined by other reasonable means, including, but not limited to, by adjusting the value shown on the last equalized assessment roll to correct for deviations from market value due to Article XIIIA of the California Constitution.

Section 8: Following the acquisition of the Improvements and the payment of all incidental expenses in connection with the formation of the Assessment District and the issuance of bonds pursuant to the 1915 Act, any surplus remaining in the improvement fund established for the Assessment District shall be used as determined by the City Council as provided in Section 10427 of the Streets and Highways Code.

Section 9: Notice is hereby given that serial or term bonds to represent unpaid assessments and to bear interest at a rate not to exceed twelve percent (12%) per annum will be issued in the manner provided in the Improvement Bond Act of 1915 to represent the unpaid assessments and the last installment of such bonds shall mature a maximum of twenty (20) years from the second day of September next succeeding twelve (12) months from their date. The principal amount of such bonds maturing or becoming subject to mandatory prior redemption each year shall not be an amount equal to an even annual proportion of the aggregate principal amount of the bonds, but rather (except as specifically otherwise provided by the City Council in connection with the sale of such bonds), shall be an amount which, when added to the amount of interest payable in each year, will be a sum which is substantially equal in each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds. Such bonds shall be serviced and collected by the City Treasurer or by such registrar and/or paying agent(s) as this City Council may from time to time designate.

Section 10: The provisions of Part 11.1 of the Improvement Bond Act of 1915, providing an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply.

Section 11: Except as specifically otherwise provided for herein, the Improvements shall be made and ordered pursuant to the provisions of the 1913 Act.

Section 12: The City Council hereby determines that the City will not obligate itself to advance available funds from its treasury to cure any deficiency which may occur in the bond redemption fund established for the Assessment District.

Section 13: The public interests will not be served by allowing the property owners to take any contract to be let for the construction of the Improvements, and no notice of award of contract shall be published.

Section 14: It is hereby determined that the bonds proposed to be issued in these proceedings may be refunded. Any adjustment to assessments resulting from such refunding shall be done on a pro rata basis as required pursuant to Section 8571.5 of the Streets and Highways Code. Any such refunding shall be pursuant to the provisions of Division 11.5 (commencing with Section 9500) of the Streets and Highways Code, except that, if, following the filing of the report specified in Section 9523 and any subsequent modifications of the report, the City Council finds that all of the conditions specified in Section 9525 are satisfied and that the adjustments to assessments are on a pro rata basis, the City Council may approve and confirm the report and without further proceedings, authorize, issue, and sell the refunding bonds pursuant to Chapter 3 (commencing with Section 9600) of Division 11.5 of the Streets and Highways Code. Any such refunding bonds shall bear interest at the rate of not to exceed twelve percent (12%) per annum, or such higher rate of interest as may be authorized by applicable law at the time of sale of such bonds; and the last installment of such bonds shall mature on such date as will be determined by the City Council in the proceedings for such refunding.

Section 15: It is in the public interest and more economical to do certain work on private property to eliminate any disparity in level or size between the Improvements and private property and to add the actual cost of such work to the Assessment of the property to which such work was done; provided that no work of this nature shall be performed until and unless the written consent of the owner of property is first obtained.

Section 16: Pursuant to Streets and Highways Code Section 10110, the City intends to enter into agreements with Edison and the other utility providers, and any agreement between the City and Edison, or any other public utility, for the ownership, management, or control of the underground electric, telephone and cable facilities to be installed pursuant to the Improvements, would benefit any current or future residents of the Assessment District.

Section 17: Pursuant to Section 15302(d) of the Guidelines, the undergrounding of the Improvements will have no significant effect on the environment and is categorically exempt from CEQA. The City Clerk is directed to work with the Community Development Director to cause a notice of exemption to be posted as required by law.

Section 18: All inquiries for any and all information relating to these proceedings, including information relating to protest procedures, should be directed to:

CITY OF NEWPORT BEACH
Attention: Michael Sinacori
100 Civic Center Drive
Newport Beach, California 92660
(949) 644-3342

Section 19: 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 20: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

ATTACHMENT B

RESOLUTION NO. 2021- 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, PRELIMINARILY APPROVING THE ASSESSMENT ENGINEER'S REPORT AND FIXING THE TIME AND PLACE OF THE PUBLIC HEARING FOR ASSESSMENT DISTRICT NO. 124

WHEREAS, by Resolution No. 2021-50 ("Resolution of Intention") in the proceedings for the formation of Assessment District No. 124 ("Assessment District") this City Council ordered a report ("Report") prepared by NV5, Inc. ("Assessment Engineer") under and pursuant to the provisions of Article XIIID of the California Constitution ("Article XIIID") and the Municipal Improvement Act of 1913 ("1913 Act"), and, in particular, Section 10204 of the California Streets and Highways Code; and

WHEREAS, the Assessment Engineer has prepared the Report and filed the same with the City Clerk, and the City Clerk has presented the Report to this City Council for consideration.

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

Section 1: The Report is preliminarily approved, and the City Clerk is directed to endorse the fact and date of such approval on the Report and to file the Report in her office. The Report shall stand as the report for the purpose of all subsequent proceedings under the 1913 Act and Article XIIID except that it may be conformed, modified, or corrected as provided in the 1913 Act and Article XIIID.

Section 2: Pursuant to Section 2961 of the Streets and Highways Code and based on the information set forth in the Report, this City Council finds that the total amount of the principal sum of all unpaid special assessments levied against the parcels proposed to be assessed, other than contemplated by the present proceedings, plus the principal amount of the special assessment proposed to be levied in the instant proceedings, do not exceed one-half of the total value of the parcels proposed to be assessed, as computed pursuant to paragraph (2) of subdivision (b) of Section 2961.

Section 3: A public hearing shall be held on July 27, 2021, at 4:00 p.m. at the regular meeting place of the City Council at City Hall Council Chambers, 100 Civic Center Drive, Newport Beach, California 92660, to hear and consider protests and objections to the proposed Assessment District and the Report and to receive and count the ballots for and against the proposed Assessment District.

Section 4: At least forty-five (45) days prior to the public hearing referred to in Section 3 hereof, the City Clerk shall cause a notice of the adoption of the Resolution of Intention, the filing of the Report and the setting of time and place for said public meeting and the public hearing referred to in Section 2 hereof to be mailed, postage prepaid, to all persons owning real property proposed to be assessed in the Assessment District and whose names and addresses appear on the last equalized County of Orange assessment roll or the State Board of Equalization assessment roll, as the case may be, or who are known to the City Clerk. Such notice shall conform in all respects to the provisions of Section 53753 of the California Government Code and Article XIIID, Section 4 of the California Constitution.

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

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

Section 7: The City Council finds the adoption of this resolution is not subject to the California 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), 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and 15302(d) there is a Categorical Exclusion for the conversion of overhead electrical utility distribution system facilities to underground.

Section 8: 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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment: Preliminary Engineer's Report

PRELIMINARY ENGINEER'S REPORT FOR UNDERGROUND UTILITY ASSESSMENT DISTRICT NO. 124 (CENTRAL BALBOA ISLAND)

PREPARED UNDER THE PROVISIONS OF THE MUNICIPAL IMPROVEMENT ACT OF 1913

CITY OF NEWPORT BEACH

NV5

June 8, 2021

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APPENDIX

A. Assessment Calculations

AGENCY: CITY OF NEWPORT BEACH

PROJECT: UNDERGROUNDING UTILITY ASSESSMENT DISTRICT NO. 124 (Central Balboa Island)

TO: CITY COUNCIL

ENGINEER'S "REPORT" PURSUANT TO THE
PROVISIONS OF SECTIONS 2961 AND 10204
OF THE STREETS AND HIGHWAYS CODE

The purpose of this Assessment District is to provide financing to underground power, telephone and cable facilities in the area known as Central Balboa Island. The proposed underground utility improvements will provide conversion to an upgraded utility system and will enhance neighborhood aesthetics, safety and reliability.

The construction of these improvements will conform to existing City of Newport Beach, Southern California Edison, AT&T and Time Warner Cable standards. By virtue of such improvements, the proposed improvements are of special and direct benefit to these properties.

Pursuant to the provisions of Article XIIID of the State Constitution, Part 7.5 of the "Special Assessment Investigation, Limitation and Majority Protest Act of 1931", being Division 4 of the Streets and Highways Code of the State of California, and the "Municipal Improvement Act of 1913", being Division 12 of said Code, and the Resolution of Intention, adopted by the City Council of the CITY OF NEWPORT BEACH, State of California, in connection with the proceedings for Undergrounding Utility Assessment District No. 124 (hereinafter referred to as the “Assessment District”), I, Jeffrey M. Cooper, P.E., a Registered Professional Engineer and authorized representative of NV5, Inc., the duly appointed Engineer of Work, herewith submits the “Report” for the Assessment District, consisting of six (6) parts as stated below.

PART I

This part contains the plans and specifications which describe the general nature, location and extent for the proposed improvements to be constructed, and are filed herewith and made a part hereof. Said plans and specifications are on file in the Office of the Superintendent of Streets.

PART II

This part contains an estimate of the cost of the proposed improvements, including capitalized interest, if any, incidental costs and expenses in connection therewith as set forth herein and attached hereto.

PART III

This part consists of the following information:

A. A proposed assessment of the total amount of the costs and expenses of the proposed improvements upon the several subdivisions of land within the Assessment District, in proportion to the special benefits to be received by such subdivisions from said improvements, which is set forth upon the assessment roll filed herewith and made a part hereof.

B. The total amount, as near as may be determined, of the total principal sum of all unpaid special assessments and special assessments required or proposed to be levied under any completed or pending assessment proceedings, other than that contemplated for the Assessment District, which would require an investigation and report under the "Special Assessment Investigation, Limitation and Majority Protest Act of 1931" against the total area proposed to be assessed.

C. The total true value, determined from the latest Assessor's roll, of the parcels of land and improvements which are proposed to be assessed.

PART IV

This part contains the proposed maximum annual administrative assessment to be levied upon each subdivision or parcel of land within the Assessment District to pay the costs incurred by the CITY OF NEWPORT BEACH, and not otherwise reimbursed, resulting from the administration and collection of assessments, from the administration and registration of any associated bonds and reserve or other related funds, or both.

PART V

This part contains a map showing the boundaries of the Assessment District, and a diagram showing the Assessment District, the boundaries and the dimensions of the subdivisions of land within said Assessment District, as the same existed at the time of the passage of the Resolution of Intention. The Boundary Map and Assessment Diagram are filed herewith and made a part hereof, and part of the assessment.

PART VI

This part shall consist of the following information:

A. Description of facilities
B. Right-of-Way Certificate
C. Environmental Certificate

This report is submitted on June 8, 2021

NV5, INC.

JEFFREY M. COOPER, P.E.
R.C.E. No. 31572
ENGINEER OF WORK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

Preliminary approval by the CITY COUNCIL of the CITY OF NEWPORT BEACH, CALIFORNIA, on the _____ day of _____, 2021

_____

CITY CLERK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

PART I
Plans and Specifications

The plans and specifications to construct the utility undergrounding improvements, and any ancillary improvements thereof, for the area generally described as Undergrounding Utility Assessment District No 124 area bounded by Agate Avenue, North Bay Front, Grand Canal and South Bay Front describe the general nature, location and extent of the improvements for Assessment District are referenced herein and incorporated as if attached and a part of this Report.

Said Plans and Specifications for the improvements will be on file in the office of the Superintendent of Streets when compiled.

Part II
Cost Estimate

ASSESSMENT DISTRICT NO. 124				
			Preliminary Estimate	Final Estimate
Utility Engineering & Construction				
Southern California Edison			$1,260,000	
AT&T			$280,000	
Civil Utility Construction Cost*			$20,432,200	
Paving Restoration Cost (75% Contribution)			$2,508,000	
			$24,480,200	
Contingency	17.5%		$4,284,000	
	TOTAL CONSTRUCTION		$28,764,200	
INCIDENTAL EXPENSES:				
Assessment Engineering			$200,000	
Contract Inspection			$600,000	
City Administration			$250,000	
Financial Advisor			$50,000	
Bond and Disclosure Counsel			$100,000	
Underwriter's Counsel			$0	
Special Tax Consultant			$30,000	
Paying Agent			$7,500	
Credit Enhancement/Rating Agency Fee			$0	
Printing, Advertising, Notices			$15,000	
Miscellaneous			$10,000	
	Subtotal Incidental Expenses		$1,262,500	
	Construction		$28,764,200	
Subtotal Incidental & Construction			$30,026,700	
FINANCIAL COSTS				
Underwriter's Discount		1.0%	$328,000	
Bond Reserve		5.0%	$1,641,000	
Capitalized Interest - 5.0% for 6 Months		2.5%	$820,000	
Subtotal & Financial Costs		8.5%	$2,789,000	
TOTAL ESTIMATE			**$32,815,700.00**	

* Includes an additional $500,000 for potential street light replacements at residents request.

Part III
Assessment Roll and Method of Assessment Spread

WHEREAS, on _____, 2021 the City Council of the CITY OF NEWPORT BEACH, State of California, did, pursuant to the provisions of the 1913 Act "Municipal Improvement Act of 1913 ", being Division 12 of the Streets and Highways Code, of the State of California, adopt its Resolution of Intention No. 2021-____, for the installation and construction of certain public improvements, together with appurtenances and appurtenant work in connection therewith (the "improvements"), in a special assessment district known and designated as "Assessment District No. 124 (Central Balboa Island)" (hereinafter referred to as the "Assessment District"); and

WHEREAS, said Resolution of Intention, as required by Law, did direct the Engineer of Work to make and file a "Report", consisting of the following as required by Section 10204 of the Act:

a. Plans and Specifications
b. A general description of works or appliances already installed and any other property necessary or convenient for the operation of the improvement, if the works, appliances, or property are to be acquired as part of the improvement.
c. Cost Estimates
d. Assessment Diagram showing the Assessment District and the subdivisions of land therein;
e. A proposed assessment of the costs and expenses of the works of improvement levied upon the parcels within the boundaries of the Assessment District;
f. The proposed maximum annual assessment to be levied upon each subdivision or parcel of land within the Assessment District to pay the costs incurred by the City and not otherwise reimbursed resulting from the administration and collection of assessments or from the administration and registration of any associated bonds and reserve or other related funds.

For particulars, reference is made to the Resolution of Intention as previously adopted.

NOW, THEREFORE, I, JEFFREY M. COOPER, P.E., the authorized representative of NV5, pursuant to Article XIIID of the California Constitution and the "Municipal Improvement Act of 1913", do hereby submit the following:

1. Pursuant to the provisions of Law and the Resolution of Intention, I have assessed the costs and expenses of the works of improvement to be performed in the Assessment District upon the parcels of land in the Assessment District specially benefited thereby in direct proportion and relation to the special benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is attached hereto and incorporated herein.
2. As required by law, a Diagram is hereto attached, showing the Assessment District, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said

District as the same existed at the time of the passage of said Resolution of Intention, each of which subdivisions of land or parcels or lots respectively have been given a separate number upon said Diagram and in said Assessment Roll.

3. The subdivisions and parcels of land the numbers therein as shown on the respective Assessment Diagram as attached hereto correspond with the numbers as appearing on the Assessment Roll as contained herein.
4. NOTICE IS HEREBY GIVEN that bonds will be issued in accordance with Division 10 of the Streets and Highways Code of the State of California (the "Improvement Bond Act of 1915"), to represent all unpaid assessments, which bonds shall be issued in one or more series, each with a term not to exceed the legal maximum term as authorized by law, THIRTY-NINE (39) YEARS from the 2nd day of September next succeeding twelve (12) months from their date. Said bonds shall bear interest at a rate not to exceed the current legal maximum rate of 12% per annum.
5. By virtue of the authority contained in said "Municipal Improvement Act of 1913", and by further direction and order of the legislative body, I hereby recommend the following Assessment to cover the costs and expenses of the works of improvement for the Assessment District based on the costs and expenses as set forth below:

	As Preliminary Approved	As Confirmed
Estimated Cost of Design and Construction:	$28,764,200	$
Estimated Incidental Expenses:	$1,262,500	$
Estimated Financial Costs:	$2,789,000	$
Estimated Contribution:	$0	$0
Estimated Total to Assessment:	$32,815,700	$

For particulars as to the individual assessments and their descriptions, reference is made to Table l (Assessment Roll) attached hereto.

6. The Method of Spread of Assessment is as set forth in the exhibit identified as Part III (Exhibit I), which is attached hereto, referenced and so incorporated.

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
1	050-072-34	$ 3,937,200.00	-	$ 33,630.95	-	117.0
2	050-072-33	$ 2,244,000.00	-	$ 33,630.95	-	66.7
3	050-072-32	$ 1,801,573.00	-	$ 33,630.95	-	53.5
4	050-072-31	$ 2,550,035.00	-	$ 33,630.95	-	75.8
5	050-072-30	$ 1,230,412.00	-	$ 33,626.64	-	36.5
6	050-072-29	$ 799,473.00	-	$ 33,630.95	-	23.7
7	050-072-28	$ 852,914.00	-	$ 33,630.95	-	25.3
8	050-072-27	$ 204,433.00	-	$ 33,626.64	-	6.0
9	050-072-37	$ 390,585.00	-	$ 33,626.64	-	11.6
10	050-072-38	$ 2,385,774.00	-	$ 33,626.64	-	70.9
11	050-072-25	$ 3,967,800.00	-	$ 33,630.95	-	117.9
12	050-072-24	$ 262,426.00	-	$ 33,626.64	-	7.8
13	050-072-23	$ 1,042,936.00	-	$ 33,626.64	-	31.0
14	050-072-22	$ 403,350.00	-	$ 33,630.95	-	11.9
15	050-072-21	$ 151,817.00	-	$ 33,630.95	-	4.5
16	050-072-20	$ 2,246,155.00	-	$ 33,626.64	-	66.7
17	050-072-49	$ 2,197,877.00	-	$ 33,630.95	-	65.3
18	050-072-50	$ 1,549,450.00	-	$ 33,626.64	-	46.0
19	050-052-35	$ 1,426,353.00	-	$ 33,630.95	-	42.4
20	050-052-36	$ 1,462,785.00	-	$ 33,630.95	-	43.4
21	050-052-28	$ 527,924.00	-	$ 33,626.64	-	15.6
22	050-052-27	$ 627,812.00	-	$ 33,630.95	-	18.6
23	050-052-26	$ 1,989,000.00	-	$ 33,630.95	-	59.1
24	050-052-25	$ 500,130.00	-	$ 33,630.95	-	14.8
25	050-052-24	$ 770,167.00	-	$ 33,630.95	-	22.9
26	050-052-23	$ 2,334,657.00	-	$ 33,626.64	-	69.4
27	050-052-22	$ 1,069,683.00	-	$ 33,630.95	-	31.8
28	050-052-21	$ 702,683.00	-	$ 33,630.95	-	20.8
29	050-052-20	$ 181,561.00	-	$ 33,630.95	-	5.3
30	050-052-19	$ 614,778.00	-	$ 33,630.95	-	18.2
31	050-052-18	$ 744,616.00	-	$ 39,196.08	-	18.9
32	050-052-37	$ 4,109,843.00	-	$ 44,903.35	-	91.5
33	050-052-15	$ 2,999,805.00	-	$ 45,079.96	-	66.5
34	050-052-14	$ 1,251,033.00	-	$ 33,984.15	-	36.8
35	050-052-13	$ 1,678,480.00	-	$ 33,880.78	-	49.5
36	050-052-33	$ 1,585,969.00	-	$ 34,608.72	-	45.8
37	050-052-34	$ 940,022.00	-	$ 33,630.95	-	27.9
38	050-052-38	$ 1,681,256.00	-	$ 40,953.49	-	41.0
39	050-052-09	$ 1,277,654.00	-	$ 37,287.91	-	34.2
40	050-052-08	$ 502,258.00	-	$ 33,630.95	-	14.9
41	050-052-07	$ 825,695.00	-	$ 33,630.95	-	24.5
42	050-052-31	$ 1,030,431.00	-	$ 33,630.95	-	30.6
43	050-052-32	$ 198,523.00	-	$ 33,626.64	-	5.9
44	050-052-05	$ 690,872.00	-	$ 33,630.95	-	20.5
45	050-052-04	$ 247,759.00	-	$ 33,630.95	-	7.3
46	050-052-03	$ 834,852.00	-	$ 33,630.95	-	24.8
47	050-052-02	$ 130,027.00	-	$ 33,630.95	-	3.8
48	050-052-01	$ 812,833.00	-	$ 33,630.95	-	24.1
49	050-072-18	$ 359,856.00	-	$ 33,630.95	-	10.7
50	050-072-17	$ 127,710.00	-	$ 33,630.95	-	3.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
51	050-072-16	$ 778,856.00	-	$ 33,630.95	-	23.1
52	050-072-42	$ 1,017,768.00	-	$ 33,630.95	-	30.2
53	050-072-41	$ 2,295,112.00	-	$ 33,630.95	-	68.2
54	050-072-14	$ 792,465.00	-	$ 33,630.95	-	23.5
55	050-072-13	$ 2,236,860.00	-	$ 33,630.95	-	66.5
56	050-072-45	$ 263,382.00	-	$ 33,630.95	-	7.8
57	050-072-46	$ 1,660,824.00	-	$ 33,630.95	-	49.3
58	050-072-11	$ 1,328,076.00	-	$ 33,630.95	-	39.4
59	050-072-10	$ 2,741,246.00	-	$ 33,630.95	-	81.5
60	050-072-09	$ 2,425,360.00	-	$ 33,678.33	-	72.0
61	050-072-08	$ 2,443,626.00	-	$ 33,630.95	-	72.6
62	050-072-07	$ 219,674.00	-	$ 33,630.95	-	6.5
63	050-072-06	$ 2,676,571.00	-	$ 33,630.95	-	79.5
64	050-072-05	$ 184,789.00	-	$ 33,630.95	-	5.4
65	050-072-04	$ 2,001,742.00	-	$ 33,630.95	-	59.5
66	050-072-03	$ 1,509,758.00	-	$ 33,630.95	-	44.8
67	050-071-29	$ 1,605,197.00	-	$ 30,585.63	-	52.4
68	937-170-50	$ 235,498.00	-	$ 26,614.23	-	8.8
69	050-071-25	$ 127,872.00	-	$ 33,114.06	-	3.8
70	050-071-24	$ 2,364,565.00	-	$ 33,630.95	-	70.3
71	050-071-23	$ 292,834.00	-	$ 33,626.64	-	8.7
72	050-071-27	$ 907,535.00	-	$ 33,626.64	-	26.9
73	050-071-28	$ 457,723.00	-	$ 33,626.64	-	13.6
74	050-071-21	$ 867,183.00	-	$ 33,630.95	-	25.7
75	050-071-20	$ 185,039.00	-	$ 33,626.64	-	5.5
76	050-071-19	$ 161,345.00	-	$ 33,626.64	-	4.7
77	050-071-18	$ 2,244,000.00	-	$ 33,626.64	-	66.7
78	050-071-17	$ 179,243.00	-	$ 33,626.64	-	5.3
79	050-071-16	$ 796,644.00	-	$ 33,626.64	-	23.6
80	050-071-15	$ 1,236,967.00	-	$ 33,630.95	-	36.7
81	050-071-14	$ 1,757,209.00	-	$ 33,630.95	-	52.2
82	050-071-13	$ 766,950.00	-	$ 33,630.95	-	22.8
83	050-051-38	$ 1,290,977.00	-	$ 28,332.87	-	45.5
84	050-051-39	$ 1,289,353.00	-	$ 27,945.21	-	46.1
85	050-051-34	$ 217,689.00	-	$ 33,630.95	-	6.4
86	050-051-33	$ 1,677,244.00	-	$ 33,630.95	-	49.8
87	050-051-32	$ 173,527.00	-	$ 33,630.95	-	5.1
88	050-051-31	$ 233,252.00	-	$ 33,630.95	-	6.9
89	050-051-37	$ 1,823,586.00	-	$ 33,630.95	-	54.2
90	050-051-36	$ 167,062.00	-	$ 33,630.95	-	4.9
91	050-051-29	$ 549,399.00	-	$ 33,630.95	-	16.3
92	050-051-28	$ 344,982.00	-	$ 33,630.95	-	10.2
93	050-051-27	$ 184,717.00	-	$ 33,630.95	-	5.4
94	050-051-26	$ 1,952,454.00	-	$ 33,630.95	-	58.0
95	050-051-25	$ 2,931,486.00	-	$ 33,630.95	-	87.1
96	050-051-24	$ 217,515.00	-	$ 33,630.95	-	6.4
97	050-051-23	$ 4,265,000.00	-	$ 33,630.95	-	126.8
98	050-051-22	$ 785,752.00	-	$ 31,830.46	-	24.6
99	050-051-21	$ 2,490,730.00	-	$ 33,803.24	-	73.6
100	050-051-20	$ 5,244,879.00	-	$ 33,803.24	-	155.1

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Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
101	050-051-19	$ 1,743,730.00	-	$ 33,803.24	-	51.5
102	050-051-18	$ 7,341,868.00	-	$ 33,807.55	-	217.1
103	050-051-17	$ 2,712,306.00	-	$ 33,807.55	-	80.2
104	050-051-16	$ 5,508,495.00	-	$ 33,803.24	-	162.9
105	050-051-15	$ 145,608.00	-	$ 37,292.22	-	3.9
106	050-051-14	$ 1,895,028.00	-	$ 33,626.64	-	56.3
107	050-051-13	$ 172,610.00	-	$ 33,626.64	-	5.1
108	050-051-12	$ 2,805,679.00	-	$ 33,630.95	-	83.4
109	050-051-11	$ 1,889,054.00	-	$ 33,626.64	-	56.1
110	050-051-10	$ 2,211,945.00	-	$ 33,630.95	-	65.7
111	050-051-09	$ 2,185,744.00	-	$ 33,630.95	-	64.9
112	050-051-08	$ 645,173.00	-	$ 33,630.95	-	19.1
113	050-051-07	$ 1,087,681.00	-	$ 33,630.95	-	32.3
114	050-051-06	$ 960,907.00	-	$ 33,630.95	-	28.5
115	050-051-05	$ 2,034,661.00	-	$ 33,630.95	-	60.4
116	050-051-04	$ 949,801.00	-	$ 33,630.95	-	28.2
117	050-051-03	$ 181,557.00	-	$ 33,630.95	-	5.3
118	050-051-02	$ 327,528.00	-	$ 33,630.95	-	9.7
119	050-051-01	$ 1,033,812.00	-	$ 33,630.95	-	30.7
120	050-071-12	$ 645,345.00	-	$ 33,626.64	-	19.1
121	050-071-11	$ 141,130.00	-	$ 33,626.64	-	4.1
122	050-071-10	$ 548,055.00	-	$ 33,630.95	-	16.2
123	050-071-09	$ 1,349,489.00	-	$ 33,630.95	-	40.1
124	050-071-08	$ 183,299.00	-	$ 33,630.95	-	5.4
125	050-071-07	$ 2,539,423.00	-	$ 33,630.95	-	75.5
126	050-071-06	$ 1,615,066.00	-	$ 33,630.95	-	48.0
127	050-071-05	$ 154,637.00	-	$ 33,630.95	-	4.5
128	050-071-04	$ 1,113,266.00	-	$ 33,626.64	-	33.1
129	050-071-03	$ 121,083.00	-	$ 32,209.51	-	3.7
130	050-071-02	$ 96,395.00	-	$ 29,625.09	-	3.2
131	050-071-01	$ 108,319.00	-	$ 31,903.69	-	3.3
132	050-061-01	$ 1,521,053.00	-	$ 29,883.53	-	50.8
133	050-061-02	$ 1,791,168.00	-	$ 30,141.97	-	59.4
134	050-061-03	$ 2,186,520.00	-	$ 33,062.37	-	66.1
135	050-061-06	$ 2,009,919.00	-	$ 40,092.01	-	50.1
136	050-061-07	$ 181,475.00	-	$ 38,149.39	-	4.7
137	050-063-31	$ 1,238,579.00	-	$ 27,945.21	-	44.3
138	050-063-32	$ 493,168.00	-	$ 28,332.87	-	17.4
139	050-063-30	$ 1,138,828.00	-	$ 33,630.95	-	33.8
140	050-063-29	$ 248,629.00	-	$ 33,630.95	-	7.3
141	050-063-28	$ 239,881.00	-	$ 33,630.95	-	7.1
142	050-063-27	$ 826,529.00	-	$ 33,626.64	-	24.5
143	050-063-26	$ 1,267,106.00	-	$ 33,630.95	-	37.6
144	050-063-25	$ 1,866,316.00	-	$ 33,626.64	-	55.5
145	050-063-24	$ 3,958,620.00	-	$ 33,630.95	-	117.7
146	050-063-23	$ 1,576,376.00	-	$ 33,626.64	-	46.8
147	050-063-22	$ 225,638.00	-	$ 33,626.64	-	6.7
148	050-063-21	$ 1,605,987.00	-	$ 33,630.95	-	47.7
149	050-063-20	$ 158,355.00	-	$ 33,626.64	-	4.7
150	050-063-19	$ 339,324.00	-	$ 33,630.95	-	10.0

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Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
151	050-063-18	$ 5,508,000.00	-	$ 39,122.85	-	140.7
152	050-063-17	$ 2,874,113.00	-	$ 34,173.68	-	84.1
153	050-063-16	$ 3,428,746.00	-	$ 39,209.00	-	87.4
154	050-063-15	$ 1,606,716.00	-	$ 35,866.48	-	44.7
155	050-063-33	$ 6,460,160.00	-	$ 41,875.27	-	154.2
156	050-063-34	$ 482,001.00	-	$ 45,260.87	-	10.6
157	050-063-35	$ 1,147,430.00	-	$ 33,842.01	-	33.9
158	050-063-36	$ 392,480.00	-	$ 33,630.95	-	11.6
159	050-063-11	$ 4,109,981.00	-	$ 39,122.85	-	105.0
160	050-063-10	$ 847,061.00	-	$ 39,122.85	-	21.6
161	050-063-09	$ 232,838.00	-	$ 33,626.64	-	6.9
162	050-063-08	$ 776,807.00	-	$ 33,630.95	-	23.0
163	050-063-07	$ 2,537,630.00	-	$ 33,626.64	-	75.4
164	050-063-06	$ 841,527.00	-	$ 33,630.95	-	25.0
165	050-063-05	$ 891,268.00	-	$ 33,626.64	-	26.5
166	050-063-04	$ 2,056,620.00	-	$ 33,630.95	-	61.1
167	050-063-03	$ 1,999,307.00	-	$ 33,630.95	-	59.4
168	050-063-02	$ 596,500.00	-	$ 33,630.95	-	17.7
169	050-063-01	$ 150,079.00	-	$ 33,630.95	-	4.4
170	050-061-05	$ 1,561,707.00	-	$ 34,225.37	-	45.6
171	050-062-01	$ 1,531,337.00	-	$ 36,947.63	-	41.4
172	050-062-02	$ 286,866.00	-	$ 32,812.55	-	8.7
173	050-062-03	$ 223,235.00	-	$ 33,626.64	-	6.6
174	050-062-04	$ 170,464.00	-	$ 33,630.95	-	5.0
175	050-062-05	$ 2,182,759.00	-	$ 39,122.85	-	55.7
176	050-062-06	$ 1,193,471.00	-	$ 36,374.75	-	32.8
177	050-062-07	$ 2,296,368.00	-	$ 36,443.66	-	63.0
178	050-062-08	$ 1,899,908.00	-	$ 33,605.10	-	56.5
179	050-062-09	$ 253,309.00	-	$ 33,630.95	-	7.5
180	050-062-10	$ 5,706,758.00	-	$ 33,626.64	-	169.7
181	050-062-11	$ 3,923,134.00	-	$ 33,630.95	-	116.6
182	050-062-12	$ 357,185.00	-	$ 33,630.95	-	10.6
183	050-062-13	$ 1,619,194.00	-	$ 33,630.95	-	48.1
184	050-062-14	$ 1,889,144.00	-	$ 33,626.64	-	56.1
185	050-062-15	$ 295,890.00	-	$ 33,630.95	-	8.7
186	050-062-16	$ 248,241.00	-	$ 33,906.62	-	7.3
187	050-062-17	$ 485,737.00	-	$ 30,340.11	-	16.0
188	050-081-01	$ 1,493,008.00	-	$ 33,760.17	-	44.2
189	050-081-24	$ 5,350,000.00	-	$ 33,807.55	-	158.2
190	050-081-23	$ 2,254,237.00	-	$ 33,760.17	-	66.7
191	050-081-22	$ 4,006,039.00	-	$ 33,807.55	-	118.4
192	050-081-21	$ 522,573.00	-	$ 33,807.55	-	15.4
193	050-081-20	$ 313,951.00	-	$ 33,992.77	-	9.2
194	050-081-02	$ 2,750,000.00	-	$ 41,685.74	-	65.9
195	050-081-03	$ 2,600,303.00	-	$ 33,630.95	-	77.3
196	050-081-04	$ 2,027,153.00	-	$ 33,630.95	-	60.2
197	050-081-05	$ 3,280,332.00	-	$ 33,630.95	-	97.5
198	050-081-06	$ 2,856,000.00	-	$ 33,613.72	-	84.9
199	050-081-07	$ 3,308,880.00	-	$ 33,630.95	-	98.3
200	050-081-08	$ 2,637,817.00	-	$ 33,630.95	-	78.4

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201	050-081-29	$ 1,005,268.00	-	$ 33,609.41	-	29.9
202	050-081-30	$ 1,644,243.00	-	$ 33,609.41	-	48.9
203	050-081-10	$ 1,691,361.00	-	$ 33,613.72	-	50.3
204	050-091-01	$ 156,868.00	-	$ 33,613.72	-	4.6
205	050-091-02	$ 134,502.00	-	$ 33,630.95	-	3.9
206	050-091-03	$ 158,463.00	-	$ 33,609.41	-	4.7
207	050-091-04	$ 1,437,988.00	-	$ 33,613.72	-	42.7
208	050-091-05	$ 2,000,000.00	-	$ 33,613.72	-	59.4
209	050-091-06	$ 147,927.00	-	$ 33,609.41	-	4.4
210	050-091-07	$ 1,724,114.00	-	$ 33,630.95	-	51.2
211	050-091-08	$ 123,231.00	-	$ 33,613.72	-	3.6
212	050-091-09	$ 2,101,200.00	-	$ 33,609.41	-	62.5
213	050-091-10	$ 147,926.00	-	$ 33,609.41	-	4.4
214	050-091-11	$ 168,134.00	-	$ 33,613.72	-	5.0
215	050-091-12	$ 2,566,616.00	-	$ 33,609.41	-	76.3
216	050-091-30	$ 2,871,260.00	-	$ 33,630.95	-	85.3
217	050-101-01	$ 1,963,234.00	-	$ 33,609.41	-	58.4
218	050-101-02	$ 1,829,454.00	-	$ 33,609.41	-	54.4
219	050-101-03	$ 176,509.00	-	$ 33,630.95	-	5.2
220	050-101-04	$ 2,400,032.00	-	$ 33,630.95	-	71.3
221	050-101-05	$ 2,040,000.00	-	$ 33,630.95	-	60.6
222	050-101-06	$ 230,938.00	-	$ 33,613.72	-	6.8
223	050-101-07	$ 531,826.00	-	$ 33,630.95	-	15.8
224	050-101-08	$ 696,744.00	-	$ 33,630.95	-	20.7
225	050-101-09	$ 2,672,469.00	-	$ 33,630.95	-	79.4
226	050-101-10	$ 3,377,952.00	-	$ 37,266.37	-	90.6
227	050-101-26	$ 7,332,249.00	-	$ 39,118.55	-	187.4
228	050-101-27	$ 6,459,232.00	-	$ 39,118.55	-	165.1
229	050-101-14	$ 4,761,618.00	-	$ 33,630.95	-	141.5
230	050-101-15	$ 559,835.00	-	$ 44,614.76	-	12.5
231	050-101-16	$ 482,996.00	-	$ 37,287.91	-	12.9
232	050-101-17	$ 134,590.00	-	$ 33,626.64	-	4.0
233	050-101-18	$ 1,117,781.00	-	$ 39,122.85	-	28.5
234	050-101-19	$ 3,669,469.00	-	$ 39,122.85	-	93.7
235	050-101-25	$ 327,544.00	-	$ 33,630.95	-	9.7
236	050-101-24	$ 143,077.00	-	$ 33,630.95	-	4.2
237	050-101-21	$ 3,340,500.00	-	$ 33,626.64	-	99.3
238	050-101-22	$ 3,468,000.00	-	$ 33,630.95	-	103.1
239	050-101-23	$ 4,083,570.00	-	$ 33,630.95	-	121.4
240	050-091-14	$ 237,480.00	-	$ 33,626.64	-	7.0
241	050-091-15	$ 1,224,075.00	-	$ 33,630.95	-	36.3
242	050-091-16	$ 967,111.00	-	$ 33,630.95	-	28.7
243	050-091-17	$ 1,959,211.00	-	$ 33,626.64	-	58.2
244	050-091-27	$ 656,212.00	-	$ 33,630.95	-	19.5
245	050-091-28	$ 1,900,000.00	-	$ 33,630.95	-	56.4
246	050-091-19	$ 1,089,161.00	-	$ 33,626.64	-	32.3
247	050-091-20	$ 1,081,098.00	-	$ 33,630.95	-	32.1
248	050-091-21	$ 207,577.00	-	$ 33,630.95	-	6.1
249	050-091-22	$ 176,512.00	-	$ 33,630.95	-	5.2
250	050-091-23	$ 1,228,623.00	-	$ 33,630.95	-	36.5

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
251	050-091-24	$ 1,829,731.00	-	$ 33,630.95	-	54.4
252	050-091-25	$ 1,029,625.00	-	$ 33,630.95	-	30.6
253	050-091-26	$ 163,672.00	-	$ 33,626.64	-	4.8
254	050-081-11	$ 121,079.00	-	$ 33,630.95	-	3.6
255	050-081-12	$ 2,655,355.00	-	$ 33,630.95	-	78.9
256	050-081-26	$ 1,112,941.00	-	$ 33,630.95	-	33.0
257	050-081-25	$ 1,464,957.00	-	$ 33,630.95	-	43.5
258	050-081-15	$ 171,455.00	-	$ 33,630.95	-	5.0
259	050-081-16	$ 1,808,938.00	-	$ 39,118.55	-	46.2
260	050-081-17	$ 1,525,921.00	-	$ 39,122.85	-	39.0
261	050-081-28	$ 521,938.00	-	$ 34,160.75	-	15.2
262	050-081-27	$ 1,648,128.00	-	$ 33,096.83	-	49.7
263	050-081-19	$ 3,933,120.00	-	$ 36,926.09	-	106.5
264	050-082-01	$ 5,156,120.00	-	$ 33,807.55	-	152.5
265	050-082-28	$ 4,400,650.00	-	$ 33,760.17	-	130.3
266	050-082-27	$ 1,015,270.00	-	$ 33,807.55	-	30.0
267	050-082-26	$ 1,922,522.00	-	$ 33,807.55	-	56.8
268	050-082-25	$ 1,314,036.00	-	$ 33,807.55	-	38.8
269	050-082-24	$ 337,383.00	-	$ 33,807.55	-	9.9
270	050-082-02	$ 272,860.00	-	$ 33,975.54	-	8.0
271	050-082-31	$ 2,173,148.00	-	$ 33,630.95	-	64.6
272	050-082-32	$ 3,647,795.00	-	$ 33,630.95	-	108.4
273	050-082-04	$ 1,077,924.00	-	$ 33,630.95	-	32.0
274	050-082-05	$ 1,342,006.00	-	$ 33,630.95	-	39.9
275	050-082-06	$ 2,967,134.00	-	$ 33,630.95	-	88.2
276	050-082-29	$ 199,863.00	-	$ 33,630.95	-	5.9
277	050-082-30	$ 2,451,997.00	-	$ 33,630.95	-	72.9
278	050-082-08	$ 823,701.00	-	$ 33,630.95	-	24.4
279	050-082-09	$ 314,299.00	-	$ 33,626.64	-	9.3
280	050-082-10	$ 589,478.00	-	$ 33,630.95	-	17.5
281	050-082-11	$ 1,611,946.00	-	$ 33,428.50	-	48.2
282	050-092-01	$ 2,507,391.00	-	$ 33,630.95	-	74.5
283	050-092-02	$ 2,791,395.00	-	$ 33,630.95	-	83.0
284	050-092-03	$ 760,084.00	-	$ 33,630.95	-	22.6
285	050-092-04	$ 936,158.00	-	$ 33,630.95	-	27.8
286	050-092-05	$ 154,718.00	-	$ 33,630.95	-	4.6
287	050-092-06	$ 2,115,831.00	-	$ 33,630.95	-	62.9
288	050-092-07	$ 1,757,209.00	-	$ 33,630.95	-	52.2
289	050-092-08	$ 123,231.00	-	$ 33,630.95	-	3.6
290	050-092-09	$ 143,454.00	-	$ 33,626.64	-	4.2
291	050-092-10	$ 3,060,000.00	-	$ 33,630.95	-	90.9
292	050-092-11	$ 183,797.00	-	$ 33,630.95	-	5.4
293	050-092-12	$ 694,727.00	-	$ 33,630.95	-	20.6
294	050-092-13	$ 2,100,000.00	-	$ 33,630.95	-	62.4
295	050-092-14	$ 2,900,000.00	-	$ 33,630.95	-	86.2
296	050-102-01	$ 999,450.00	-	$ 33,630.95	-	29.7
297	050-102-02	$ 246,849.00	-	$ 33,626.64	-	7.3
298	050-102-03	$ 190,511.00	-	$ 33,630.95	-	5.6
299	050-102-04	$ 590,700.00	-	$ 33,630.95	-	17.5
300	050-102-05	$ 849,281.00	-	$ 33,630.95	-	25.2

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
301	050-102-06	$ 656,332.00	-	$ 33,626.64	-	19.5
302	050-102-07	$ 2,625,387.00	-	$ 33,630.95	-	78.0
303	050-102-08	$ 2,514,300.00	-	$ 33,630.95	-	74.7
304	050-102-09	$ 2,118,910.00	-	$ 33,630.95	-	63.0
305	050-102-10	$ 731,934.00	-	$ 37,287.91	-	19.6
306	050-102-25	$ 300,359.00	-	$ 33,630.95	-	8.9
307	050-102-26	$ 5,817,570.00	-	$ 33,630.95	-	172.9
308	050-102-12	$ 1,145,755.00	-	$ 33,626.64	-	34.0
309	050-102-13	$ 285,413.00	-	$ 33,630.95	-	8.4
310	050-102-14	$ 3,194,716.00	-	$ 44,614.76	-	71.6
311	050-102-15	$ 273,362.00	-	$ 37,287.91	-	7.3
312	050-102-16	$ 3,186,922.00	-	$ 33,630.95	-	94.7
313	050-102-17	$ 202,172.00	-	$ 33,630.95	-	6.0
314	050-102-18	$ 1,866,316.00	-	$ 33,630.95	-	55.4
315	050-102-19	$ 723,092.00	-	$ 33,626.64	-	21.5
316	050-102-20	$ 205,170.00	-	$ 33,630.95	-	6.1
317	050-102-21	$ 290,011.00	-	$ 33,630.95	-	8.6
318	050-102-22	$ 1,044,743.00	-	$ 33,630.95	-	31.0
319	050-102-23	$ 437,345.00	-	$ 33,630.95	-	13.0
320	050-102-24	$ 963,860.00	-	$ 33,630.95	-	28.6
321	050-092-15	$ 1,112,897.00	-	$ 33,626.64	-	33.0
322	050-092-16	$ 3,844,927.00	-	$ 33,630.95	-	114.3
323	050-092-17	$ 138,977.00	-	$ 33,630.95	-	4.1
324	050-092-18	$ 284,993.00	-	$ 33,630.95	-	8.4
325	050-092-19	$ 847,937.00	-	$ 33,630.95	-	25.2
326	050-092-20	$ 3,306,641.00	-	$ 33,630.95	-	98.3
327	050-092-21	$ 1,080,138.00	-	$ 33,630.95	-	32.1
328	050-092-22	$ 2,241,789.00	-	$ 33,630.95	-	66.6
329	050-092-23	$ 277,320.00	-	$ 33,630.95	-	8.2
330	050-092-24	$ 393,628.00	-	$ 33,626.64	-	11.7
331	050-092-25	$ 159,199.00	-	$ 33,626.64	-	4.7
332	050-092-26	$ 2,300,168.00	-	$ 33,630.95	-	68.3
333	050-092-27	$ 1,539,029.00	-	$ 33,630.95	-	45.7
334	050-092-28	$ 1,560,056.00	-	$ 33,626.64	-	46.3
335	050-082-12	$ 2,098,869.00	-	$ 33,630.95	-	62.4
336	050-082-13	$ 664,467.00	-	$ 33,630.95	-	19.7
337	050-082-14	$ 2,674,211.00	-	$ 33,626.64	-	79.5
338	050-082-15	$ 197,887.00	-	$ 33,626.64	-	5.8
339	050-082-16	$ 1,248,092.00	-	$ 33,630.95	-	37.1
340	050-082-17	$ 1,025,743.00	-	$ 33,626.64	-	30.5
341	050-082-18	$ 226,463.00	-	$ 33,630.95	-	6.7
342	050-082-19	$ 682,841.00	-	$ 33,626.64	-	20.3
343	050-082-20	$ 3,332,567.00	-	$ 33,630.95	-	99.0
344	050-082-21	$ 746,216.00	-	$ 33,626.64	-	22.1
345	050-082-22	$ 576,137.00	-	$ 33,630.95	-	17.1
346	050-082-23	$ 4,320,175.00	-	$ 39,122.85	-	110.4
347	050-083-01	$ 300,363.00	-	$ 33,988.46	-	8.8
348	050-083-30	$ 2,856,221.00	-	$ 33,630.95	-	84.9
349	050-083-29	$ 515,683.00	-	$ 39,661.28	-	13.0
350	050-083-28	$ 1,935,150.00	-	$ 39,665.58	-	48.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
351	050-083-27	$ 973,040.00	-	$ 32,894.39	-	29.5
352	050-083-02	$ 1,134,242.00	-	$ 38,024.47	-	29.8
353	050-083-03	$ 1,119,343.00	-	$ 33,630.95	-	33.2
354	050-083-04	$ 152,474.00	-	$ 33,630.95	-	4.5
355	050-083-05	$ 3,537,360.00	-	$ 33,630.95	-	105.1
356	050-083-06	$ 2,067,305.00	-	$ 33,630.95	-	61.4
357	050-083-07	$ 2,450,052.00	-	$ 33,630.95	-	72.8
358	050-083-08	$ 318,680.00	-	$ 33,630.95	-	9.4
359	050-083-09	$ 1,212,085.00	-	$ 33,630.95	-	36.0
360	050-083-10	$ 2,311,209.00	-	$ 33,630.95	-	68.7
361	050-083-11	$ 1,289,042.00	-	$ 33,630.95	-	38.3
362	050-083-12	$ 2,803,018.00	-	$ 33,630.95	-	83.3
363	050-083-13	$ 591,908.00	-	$ 33,626.64	-	17.6
364	050-083-14	$ 159,186.00	-	$ 33,630.95	-	4.7
365	050-093-01	$ 2,719,123.00	-	$ 33,630.95	-	80.8
366	050-093-02	$ 189,768.00	-	$ 33,630.95	-	5.6
367	050-093-03	$ 132,185.00	-	$ 33,626.64	-	3.9
368	050-093-04	$ 2,343,677.00	-	$ 33,630.95	-	69.6
369	050-093-05	$ 2,010,302.00	-	$ 33,630.95	-	59.7
370	050-093-06	$ 2,039,218.00	-	$ 33,630.95	-	60.6
371	050-093-07	$ 995,594.00	-	$ 33,626.64	-	29.6
372	050-093-08	$ 2,139,368.00	-	$ 33,630.95	-	63.6
373	050-093-09	$ 2,246,337.00	-	$ 33,630.95	-	66.7
374	050-093-10	$ 773,187.00	-	$ 33,626.64	-	22.9
375	050-093-11	$ 1,048,599.00	-	$ 33,630.95	-	31.1
376	050-093-12	$ 1,905,521.00	-	$ 33,630.95	-	56.6
377	050-093-13	$ 3,226,072.00	-	$ 33,630.95	-	95.9
378	050-093-14	$ 1,914,172.00	-	$ 33,626.64	-	56.9
379	050-103-01	$ 2,856,000.00	-	$ 33,630.95	-	84.9
380	050-103-02	$ 810,510.00	-	$ 33,630.95	-	24.1
381	050-103-03	$ 147,928.00	-	$ 33,630.95	-	4.3
382	050-103-04	$ 273,937.00	-	$ 33,630.95	-	8.1
383	050-103-05	$ 1,851,879.00	-	$ 33,630.95	-	55.0
384	050-103-06	$ 2,657,246.00	-	$ 33,630.95	-	79.0
385	050-103-07	$ 4,221,485.00	-	$ 33,630.95	-	125.5
386	050-103-08	$ 203,937.00	-	$ 33,626.64	-	6.0
387	050-103-26	$ 579,700.00	-	$ 33,648.18	-	17.2
388	050-103-27	$ 1,033,551.00	-	$ 37,270.68	-	27.7
389	050-103-11	$ 8,748,179.00	-	$ 33,630.95	-	260.1
390	050-103-28	$ 1,993,398.00	-	$ 33,630.95	-	59.2
391	050-103-29	$ 776,936.00	-	$ 33,630.95	-	23.1
392	050-103-13	$ 4,222,356.00	-	$ 33,630.95	-	125.5
393	050-103-14	$ 1,726,890.00	-	$ 33,630.95	-	51.3
394	050-103-15	$ 7,912,361.00	-	$ 33,630.95	-	235.2
395	050-103-16	$ 1,276,754.00	-	$ 37,287.91	-	34.2
396	050-103-17	$ 1,108,147.00	-	$ 33,630.95	-	32.9
397	050-103-18	$ 459,980.00	-	$ 33,630.95	-	13.6
398	050-103-19	$ 132,186.00	-	$ 33,630.95	-	3.9
399	050-103-20	$ 946,344.00	-	$ 33,630.95	-	28.1
400	050-103-21	$ 737,266.00	-	$ 33,630.95	-	21.9

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
401	050-103-22	$ 2,040,000.00	-	$ 33,626.64	-	60.6
402	050-103-23	$ 1,333,472.00	-	$ 33,626.64	-	39.6
403	050-103-24	$ 218,741.00	-	$ 33,630.95	-	6.5
404	050-103-25	$ 1,816,244.00	-	$ 33,630.95	-	54.0
405	050-093-30	$ 360,351.00	-	$ 28,462.09	-	12.6
406	050-093-31	$ 1,953,300.00	-	$ 27,815.99	-	70.2
407	050-093-17	$ 2,615,109.00	-	$ 33,630.95	-	77.7
408	050-093-18	$ 235,412.00	-	$ 33,630.95	-	6.9
409	050-093-19	$ 209,648.00	-	$ 33,626.64	-	6.2
410	050-093-20	$ 2,427,113.00	-	$ 33,630.95	-	72.1
411	050-093-21	$ 411,536.00	-	$ 33,630.95	-	12.2
412	050-093-22	$ 202,355.00	-	$ 33,630.95	-	6.0
413	050-093-23	$ 778,324.00	-	$ 33,630.95	-	23.1
414	050-093-24	$ 136,650.00	-	$ 33,630.95	-	4.0
415	050-093-25	$ 1,766,244.00	-	$ 33,630.95	-	52.5
416	050-093-26	$ 1,721,614.00	-	$ 33,626.64	-	51.1
417	050-093-27	$ 1,072,446.00	-	$ 33,630.95	-	31.8
418	050-093-28	$ 717,676.00	-	$ 33,630.95	-	21.3
419	050-093-29	$ 2,571,515.00	-	$ 33,626.64	-	76.4
420	050-083-15	$ 2,927,554.00	-	$ 33,630.95	-	87.0
421	050-083-16	$ 1,569,493.00	-	$ 33,630.95	-	46.6
422	050-083-17	$ 3,530,031.00	-	$ 33,630.95	-	104.9
423	050-083-18	$ 277,748.00	-	$ 33,626.64	-	8.2
424	050-083-33	$ 1,245,051.00	-	$ 33,630.95	-	37.0
425	050-083-34	$ 2,133,672.00	-	$ 33,630.95	-	63.4
426	050-083-32	$ 1,581,488.00	-	$ 33,630.95	-	47.0
427	050-083-31	$ 1,088,520.00	-	$ 33,626.64	-	32.3
428	050-083-21	$ 1,689,146.00	-	$ 33,630.95	-	50.2
429	050-083-22	$ 985,525.00	-	$ 33,630.95	-	29.3
430	050-083-23	$ 843,062.00	-	$ 33,626.64	-	25.0
431	050-083-24	$ 3,111,000.00	-	$ 33,630.95	-	92.5
432	050-083-25	$ 208,564.00	-	$ 33,626.64	-	6.2
433	050-083-26	$ 1,099,320.00	-	$ 32,123.37	-	34.2
434	050-132-05	$ 1,774,191.00	-	$ 32,894.39	-	53.9
435	050-132-04	$ 2,219,807.00	-	$ 45,334.09	-	48.9
436	050-132-03	$ 3,338,231.00	-	$ 33,988.46	-	98.2
437	050-132-02	$ 309,477.00	-	$ 33,988.46	-	9.1
438	050-132-01	$ 302,610.00	-	$ 33,988.46	-	8.9
439	050-132-06	$ 3,280,126.00	-	$ 40,953.49	-	80.0
440	050-132-07	$ 2,337,088.00	-	$ 33,630.95	-	69.4
441	050-132-08	$ 564,480.00	-	$ 33,630.95	-	16.7
442	050-132-09	$ 228,534.00	-	$ 33,630.95	-	6.7
443	050-132-10	$ 872,200.00	-	$ 33,630.95	-	25.9
444	050-132-11	$ 1,848,092.00	-	$ 33,630.95	-	54.9
445	050-132-12	$ 2,117,816.00	-	$ 33,626.64	-	62.9
446	050-132-13	$ 2,045,632.00	-	$ 33,630.95	-	60.8
447	050-132-14	$ 1,093,894.00	-	$ 33,630.95	-	32.5
448	050-132-15	$ 2,705,835.00	-	$ 33,630.95	-	80.4
449	050-132-16	$ 132,342.00	-	$ 33,630.95	-	3.9
450	050-132-17	$ 1,647,876.00	-	$ 33,630.95	-	48.9

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
451	050-132-18	$ 393,951.00	-	$ 33,630.95	-	11.7
452	050-132-19	$ 1,515,603.00	-	$ 33,630.95	-	45.0
453	050-121-01	$ 1,039,272.00	-	$ 33,635.25	-	30.8
454	050-121-02	$ 215,721.00	-	$ 33,626.64	-	6.4
455	050-121-03	$ 686,931.00	-	$ 33,630.95	-	20.4
456	050-121-04	$ 3,608,107.00	-	$ 33,630.95	-	107.2
457	050-121-05	$ 382,159.00	-	$ 33,626.64	-	11.3
458	050-121-06	$ 522,782.00	-	$ 33,630.95	-	15.5
459	050-121-07	$ 1,070,314.00	-	$ 33,630.95	-	31.8
460	050-121-08	$ 1,193,014.00	-	$ 33,630.95	-	35.4
461	050-121-09	$ 1,116,481.00	-	$ 33,630.95	-	33.1
462	050-121-10	$ 2,851,745.00	-	$ 33,630.95	-	84.7
463	050-121-11	$ 499,848.00	-	$ 33,630.95	-	14.8
464	050-121-28	$ 1,388,533.00	-	$ 33,626.64	-	41.2
465	050-121-27	$ 174,767.00	-	$ 33,630.95	-	5.1
466	050-121-13	$ 4,318,363.00	-	$ 33,630.95	-	128.4
467	050-111-01	$ 1,222,860.00	-	$ 33,630.95	-	36.3
468	050-111-02	$ 1,081,531.00	-	$ 33,626.64	-	32.1
469	050-111-03	$ 136,662.00	-	$ 33,630.95	-	4.0
470	050-111-04	$ 205,260.00	-	$ 33,630.95	-	6.1
471	050-111-05	$ 3,953,520.00	-	$ 33,630.95	-	117.5
472	050-111-06	$ 2,652,000.00	-	$ 33,626.64	-	78.8
473	050-111-07	$ 880,110.00	-	$ 33,630.95	-	26.1
474	050-111-08	$ 1,690,847.00	-	$ 33,630.95	-	50.2
475	050-111-09	$ 206,500.00	-	$ 33,626.64	-	6.1
476	050-111-10	$ 636,944.00	-	$ 37,292.22	-	17.0
477	050-111-11	$ 413,209.00	-	$ 33,630.95	-	12.2
478	050-111-12	$ 594,156.00	-	$ 33,630.95	-	17.6
479	050-111-13	$ 329,445.00	-	$ 33,630.95	-	9.7
480	050-111-14	$ 2,133,667.00	-	$ 33,630.95	-	63.4
481	050-111-15	$ 2,086,657.00	-	$ 33,630.95	-	62.0
482	050-111-16	$ 394,789.00	-	$ 33,630.95	-	11.7
483	050-111-17	$ 2,971,382.00	-	$ 37,287.91	-	79.6
484	050-111-18	$ 2,448,000.00	-	$ 33,630.95	-	72.7
485	050-111-19	$ 141,130.00	-	$ 33,630.95	-	4.1
486	050-111-20	$ 1,229,920.00	-	$ 33,630.95	-	36.5
487	050-111-21	$ 1,661,238.00	-	$ 33,630.95	-	49.3
488	050-111-22	$ 2,334,657.00	-	$ 33,630.95	-	69.4
489	050-111-23	$ 893,168.00	-	$ 33,630.95	-	26.5
490	050-111-24	$ 2,068,034.00	-	$ 33,630.95	-	61.4
491	050-111-25	$ 1,826,119.00	-	$ 33,630.95	-	54.2
492	050-111-26	$ 962,679.00	-	$ 33,630.95	-	28.6
493	050-121-30	$ 1,936,690.00	-	$ 33,630.95	-	57.5
494	050-121-29	$ 1,082,276.00	-	$ 33,630.95	-	32.1
495	050-121-15	$ 1,575,657.00	-	$ 33,626.64	-	46.8
496	050-121-16	$ 2,210,082.00	-	$ 33,630.95	-	65.7
497	050-121-17	$ 894,268.00	-	$ 33,626.64	-	26.5
498	050-121-18	$ 3,130,000.00	-	$ 33,630.95	-	93.0
499	050-121-19	$ 2,483,103.00	-	$ 33,630.95	-	73.8
500	050-121-20	$ 125,558.00	-	$ 33,626.64	-	3.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
501	050-121-21	$ 3,269,341.00	-	$ 33,630.95	-	97.2
502	050-121-22	$ 962,080.00	-	$ 33,630.95	-	28.6
503	050-121-23	$ 2,413,801.00	-	$ 33,630.95	-	71.7
504	050-121-24	$ 1,641,225.00	-	$ 33,630.95	-	48.8
505	050-121-25	$ 606,225.00	-	$ 33,630.95	-	18.0
506	050-121-26	$ 1,412,124.00	-	$ 35,465.89	-	39.8
507	050-132-20	$ 255,465.00	-	$ 44,610.45	-	5.7
508	050-132-21	$ 1,995,071.00	-	$ 33,630.95	-	59.3
509	050-132-22	$ 379,527.00	-	$ 33,630.95	-	11.2
510	050-132-23	$ 192,820.00	-	$ 33,630.95	-	5.7
511	050-132-24	$ 172,609.00	-	$ 33,626.64	-	5.1
512	050-132-25	$ 2,214,210.00	-	$ 33,630.95	-	65.8
513	050-132-26	$ 2,108,885.00	-	$ 33,630.95	-	62.7
514	050-132-27	$ 289,430.00	-	$ 33,626.64	-	8.6
515	050-132-28	$ 2,273,106.00	-	$ 33,630.95	-	67.5
516	050-132-29	$ 186,111.00	-	$ 33,626.64	-	5.5
517	050-132-30	$ 1,423,242.00	-	$ 33,626.64	-	42.3
518	050-132-31	$ 2,374,176.00	-	$ 33,630.95	-	70.5
519	050-132-33	$ 2,805,000.00	-	$ 33,630.95	-	83.4
520	050-132-34	$ 484,803.00	-	$ 36,447.97	-	13.3
521	050-131-06	$ 6,477,000.00	-	$ 33,630.95	-	192.5
522	050-131-05	$ 1,603,530.00	-	$ 33,626.64	-	47.6
523	050-131-04	$ 4,324,422.00	-	$ 33,626.64	-	128.6
524	050-131-03	$ 6,132,623.00	-	$ 33,630.95	-	182.3
525	050-131-02	$ 264,578.00	-	$ 33,626.64	-	7.8
526	050-131-01	$ 1,936,018.00	-	$ 33,626.64	-	57.5
527	050-131-07	$ 1,967,527.00	-	$ 37,287.91	-	52.7
528	050-131-08	$ 1,276,436.00	-	$ 37,292.22	-	34.2
529	050-131-09	$ 2,031,337.00	-	$ 33,630.95	-	60.4
530	050-131-10	$ 186,111.00	-	$ 33,626.64	-	5.5
531	050-131-11	$ 1,093,894.00	-	$ 33,630.95	-	32.5
532	050-131-12	$ 1,715,600.00	-	$ 33,630.95	-	51.0
533	050-131-13	$ 730,015.00	-	$ 35,461.58	-	20.5
534	050-131-14	$ 2,518,667.00	-	$ 31,800.31	-	79.2
535	050-131-15	$ 2,080,800.00	-	$ 33,630.95	-	61.8
536	050-131-16	$ 2,292,209.00	-	$ 33,630.95	-	68.1
537	050-131-17	$ 138,969.00	-	$ 33,630.95	-	4.1
538	050-131-18	$ 2,995,000.00	-	$ 33,630.95	-	89.0
539	050-131-19	$ 2,693,745.00	-	$ 33,626.64	-	80.1
540	050-131-20	$ 1,857,871.00	-	$ 33,630.95	-	55.2
541	050-131-21	$ 2,000,000.00	-	$ 33,630.95	-	59.4
542	050-122-26	$ 945,086.00	-	$ 27,557.55	-	34.2
543	050-122-37	$ 3,311,356.00	-	$ 39,704.35	-	83.4
544	050-122-03	$ 817,226.00	-	$ 33,630.95	-	24.2
545	050-122-28	$ 1,391,643.00	-	$ 33,630.95	-	41.3
546	050-122-27	$ 3,600,000.00	-	$ 33,626.64	-	107.0
547	050-122-06	$ 2,950,734.00	-	$ 33,630.95	-	87.7
548	050-122-07	$ 209,549.00	-	$ 33,630.95	-	6.2
549	050-122-08	$ 945,120.00	-	$ 33,626.64	-	28.1
550	050-122-09	$ 378,497.00	-	$ 33,630.95	-	11.2

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
551	050-122-10	$ 736,459.00	-	$ 33,626.64	-	21.9
552	050-122-11	$ 1,005,904.00	-	$ 33,626.64	-	29.9
553	050-122-12	$ 225,808.00	-	$ 33,630.95	-	6.7
554	050-122-29	$ 1,204,533.00	-	$ 33,630.95	-	35.8
555	050-122-30	$ 199,785.00	-	$ 33,630.95	-	5.9
556	050-112-01	$ 1,956,342.00	-	$ 33,630.95	-	58.1
557	050-112-02	$ 2,158,517.00	-	$ 33,630.95	-	64.1
558	050-112-03	$ 1,159,431.00	-	$ 33,630.95	-	34.4
559	050-112-04	$ 1,008,078.00	-	$ 33,630.95	-	29.9
560	050-112-05	$ 226,462.00	-	$ 33,630.95	-	6.7
561	050-112-06	$ 3,001,414.00	-	$ 33,626.64	-	89.2
562	050-112-07	$ 1,344,605.00	-	$ 33,630.95	-	39.9
563	050-112-08	$ 1,854,046.00	-	$ 33,630.95	-	55.1
564	050-112-09	$ 261,015.00	-	$ 33,626.64	-	7.7
565	050-112-10	$ 1,139,232.00	-	$ 37,292.22	-	30.5
566	050-112-11	$ 2,943,425.00	-	$ 33,630.95	-	87.5
567	050-112-12	$ 2,885,186.00	-	$ 33,630.95	-	85.7
568	050-112-26	$ 6,461,124.00	-	$ 33,630.95	-	192.1
569	050-112-27	$ 4,685,895.00	-	$ 33,630.95	-	139.3
570	050-112-14	$ 3,093,029.00	-	$ 33,630.95	-	91.9
571	050-112-15	$ 6,865,729.00	-	$ 33,630.95	-	204.1
572	050-112-16	$ 2,696,731.00	-	$ 37,287.91	-	72.3
573	050-112-17	$ 3,626,146.00	-	$ 33,630.95	-	107.8
574	050-112-28	$ 1,306,423.00	-	$ 44,610.45	-	29.2
575	050-112-20	$ 549,804.00	-	$ 33,630.95	-	16.3
576	050-112-21	$ 783,105.00	-	$ 33,630.95	-	23.2
577	050-112-22	$ 1,555,809.00	-	$ 33,630.95	-	46.2
578	050-112-23	$ 178,432.00	-	$ 33,630.95	-	5.3
579	050-112-24	$ 2,710,210.00	-	$ 33,630.95	-	80.5
580	050-112-25	$ 197,133.00	-	$ 33,626.64	-	5.8
581	050-122-15	$ 1,322,778.00	-	$ 32,963.30	-	40.1
582	050-122-14	$ 336,159.00	-	$ 34,277.05	-	9.8
583	050-122-35	$ 226,463.00	-	$ 33,626.64	-	6.7
584	050-122-36	$ 239,580.00	-	$ 34,725.02	-	6.8
585	050-122-33	$ 2,843,743.00	-	$ 38,024.47	-	74.7
586	050-122-34	$ 1,942,867.00	-	$ 33,626.64	-	57.7
587	050-122-18	$ 219,968.00	-	$ 39,118.55	-	5.6
588	050-122-19	$ 3,590,000.00	-	$ 33,630.95	-	106.7
589	050-122-20	$ 2,266,677.00	-	$ 33,626.64	-	67.4
590	050-122-21	$ 3,302,878.00	-	$ 33,630.95	-	98.2
591	050-122-22	$ 160,238.00	-	$ 31,800.31	-	5.0
592	050-122-23	$ 1,802,259.00	-	$ 33,605.10	-	53.6
593	050-122-24	$ 144,447.00	-	$ 32,381.81	-	4.4
594	050-122-25	$ 329,433.00	-	$ 27,557.55	-	11.9
595	050-131-38	$ 1,888,467.00	-	$ 33,630.95	-	56.1
596	050-131-37	$ 2,668,320.00	-	$ 33,626.64	-	79.3
597	050-131-24	$ 176,818.00	-	$ 33,630.95	-	5.2
598	050-131-25	$ 2,958,000.00	-	$ 33,630.95	-	87.9
599	050-131-26	$ 440,463.00	-	$ 33,630.95	-	13.0
600	050-131-27	$ 2,080,800.00	-	$ 33,626.64	-	61.8

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
601	050-131-28	$ 715,792.00	-	$ 33,630.95	-	21.2
602	050-131-29	$ 293,696.00	-	$ 33,630.95	-	8.7
603	050-131-30	$ 336,746.00	-	$ 33,630.95	-	10.0
604	050-131-31	$ 2,800,000.00	-	$ 33,630.95	-	83.2
605	050-131-32	$ 2,037,797.00	-	$ 33,626.64	-	60.6
606	050-131-33	$ 1,403,581.00	-	$ 33,630.95	-	41.7
607	050-131-34	$ 406,658.00	-	$ 33,630.95	-	12.0
608	050-131-35	$ 2,325,000.00	-	$ 37,292.22	-	62.3
609	050-131-36	$ 280,647.00	-	$ 37,292.22	-	7.5
610	050-142-06	$ 593,448.00	-	$ 33,630.95	-	17.6
611	050-142-05	$ 4,694,687.00	-	$ 33,630.95	-	139.5
612	050-142-04	$ 319,541.00	-	$ 33,630.95	-	9.5
613	050-142-03	$ 1,814,225.00	-	$ 33,626.64	-	53.9
614	050-142-02	$ 846,049.00	-	$ 33,626.64	-	25.1
615	050-142-01	$ 5,160,384.00	-	$ 33,626.64	-	153.4
616	050-142-07	$ 4,483,581.00	-	$ 37,292.22	-	120.2
617	050-142-38	$ 936,738.00	-	$ 37,292.22	-	25.1
618	050-142-37	$ 2,813,832.00	-	$ 33,630.95	-	83.6
619	050-142-09	$ 154,709.00	-	$ 33,630.95	-	4.6
620	050-142-10	$ 2,832,327.00	-	$ 33,630.95	-	84.2
621	050-142-11	$ 130,026.00	-	$ 33,630.95	-	3.8
622	050-142-12	$ 123,397.00	-	$ 33,630.95	-	3.6
623	050-142-13	$ 204,835.00	-	$ 33,626.64	-	6.0
624	050-142-14	$ 2,362,963.00	-	$ 33,630.95	-	70.2
625	050-142-15	$ 502,645.00	-	$ 33,630.95	-	14.9
626	050-142-16	$ 134,502.00	-	$ 33,630.95	-	3.9
627	050-142-17	$ 197,469.00	-	$ 33,630.95	-	5.8
628	050-142-18	$ 2,124,527.00	-	$ 33,630.95	-	63.1
629	050-142-35	$ 889,318.00	-	$ 33,630.95	-	26.4
630	050-142-36	$ 294,979.00	-	$ 33,630.95	-	8.7
631	050-123-01	$ 350,644.00	-	$ 33,630.95	-	10.4
632	050-123-02	$ 458,375.00	-	$ 33,630.95	-	13.6
633	050-123-31	$ 967,598.00	-	$ 33,630.95	-	28.7
634	050-123-30	$ 2,275,620.00	-	$ 33,630.95	-	67.6
635	050-123-04	$ 2,500,000.00	-	$ 33,630.95	-	74.3
636	050-123-05	$ 217,354.00	-	$ 33,626.64	-	6.4
637	050-123-06	$ 969,487.00	-	$ 33,626.64	-	28.8
638	050-123-07	$ 732,144.00	-	$ 33,630.95	-	21.7
639	050-123-08	$ 218,264.00	-	$ 33,630.95	-	6.4
640	050-123-09	$ 2,883,690.00	-	$ 33,630.95	-	85.7
641	050-123-10	$ 1,912,500.00	-	$ 33,626.64	-	56.8
642	050-123-11	$ 146,926.00	-	$ 33,630.95	-	4.3
643	050-123-12	$ 1,260,784.00	-	$ 33,626.64	-	37.4
644	050-123-14	$ 730,238.00	-	$ 27,815.99	-	26.2
645	050-123-13	$ 445,303.00	-	$ 28,462.09	-	15.6
646	050-113-01	$ 833,971.00	-	$ 33,630.95	-	24.7
647	050-113-02	$ 420,139.00	-	$ 33,630.95	-	12.4
648	050-113-03	$ 392,992.00	-	$ 33,630.95	-	11.6
649	050-113-04	$ 722,217.00	-	$ 33,626.64	-	21.4
650	050-113-05	$ 3,084,930.00	-	$ 33,630.95	-	91.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
651	050-113-06	$ 441,895.00	-	$ 33,630.95	-	13.1
652	050-113-07	$ 136,662.00	-	$ 33,630.95	-	4.0
653	050-113-08	$ 206,254.00	-	$ 33,630.95	-	6.1
654	050-113-09	$ 254,554.00	-	$ 33,630.95	-	7.5
655	050-113-10	$ 1,054,027.00	-	$ 37,287.91	-	28.2
656	050-113-27	$ 6,594,451.00	-	$ 33,630.95	-	196.0
657	050-113-26	$ 1,361,978.00	-	$ 33,630.95	-	40.4
658	050-113-12	$ 3,940,944.00	-	$ 33,626.64	-	117.1
659	050-113-13	$ 5,857,370.00	-	$ 33,630.95	-	174.1
660	050-113-14	$ 5,271,633.00	-	$ 33,630.95	-	156.7
661	050-113-15	$ 423,027.00	-	$ 33,630.95	-	12.5
662	050-113-16	$ 3,675,122.00	-	$ 37,292.22	-	98.5
663	050-113-17	$ 217,349.00	-	$ 33,626.64	-	6.4
664	050-113-18	$ 200,529.00	-	$ 33,630.95	-	5.9
665	050-113-19	$ 2,091,078.00	-	$ 33,630.95	-	62.1
666	050-113-20	$ 161,277.00	-	$ 33,626.64	-	4.7
667	050-113-21	$ 2,478,616.00	-	$ 33,626.64	-	73.7
668	050-113-22	$ 911,411.00	-	$ 33,630.95	-	27.1
669	050-113-23	$ 181,562.00	-	$ 33,626.64	-	5.3
670	050-113-24	$ 1,819,778.00	-	$ 33,630.95	-	54.1
671	050-113-25	$ 653,169.00	-	$ 33,630.95	-	19.4
672	050-123-15	$ 738,220.00	-	$ 33,630.95	-	21.9
673	050-123-16	$ 125,558.00	-	$ 33,630.95	-	3.7
674	050-123-17	$ 123,231.00	-	$ 33,630.95	-	3.6
675	050-123-18	$ 474,796.00	-	$ 33,626.64	-	14.1
676	050-123-19	$ 2,855,262.00	-	$ 33,630.95	-	84.8
677	050-123-20	$ 644,674.00	-	$ 33,626.64	-	19.1
678	050-123-21	$ 2,679,550.00	-	$ 33,630.95	-	79.6
679	050-123-22	$ 3,188,826.00	-	$ 33,630.95	-	94.8
680	050-123-23	$ 176,593.00	-	$ 33,626.64	-	5.2
681	050-123-24	$ 204,212.00	-	$ 33,630.95	-	6.0
682	050-123-25	$ 139,028.00	-	$ 33,630.95	-	4.1
683	050-123-26	$ 790,313.00	-	$ 33,630.95	-	23.4
684	050-123-27	$ 1,540,991.00	-	$ 33,630.95	-	45.8
685	050-123-28	$ 227,295.00	-	$ 29,625.09	-	7.6
686	050-123-29	$ 59,701.00	-	$ 26,653.00	-	2.2
687	050-142-20	$ 229,918.00	-	$ 33,630.95	-	6.8
688	050-142-21	$ 493,188.00	-	$ 33,630.95	-	14.6
689	050-142-22	$ 1,338,931.00	-	$ 33,626.64	-	39.8
690	050-142-23	$ 165,073.00	-	$ 33,626.64	-	4.9
691	050-142-24	$ 3,820,348.00	-	$ 33,630.95	-	113.5
692	050-142-25	$ 2,606,080.00	-	$ 33,626.64	-	77.5
693	050-142-26	$ 2,050,000.00	-	$ 33,630.95	-	60.9
694	050-142-27	$ 1,741,479.00	-	$ 33,630.95	-	51.7
695	050-142-28	$ 690,554.00	-	$ 33,630.95	-	20.5
696	050-142-29	$ 617,599.00	-	$ 33,630.95	-	18.3
697	050-142-30	$ 3,901,500.00	-	$ 33,630.95	-	116.0
698	050-142-31	$ 127,872.00	-	$ 33,630.95	-	3.8
699	050-142-32	$ 1,618,444.00	-	$ 33,626.64	-	48.1
700	050-142-33	$ 2,714,858.00	-	$ 37,287.91	-	72.8

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
701	050-142-34	$ 3,395,865.00	-	$ 37,292.22	-	91.0
702	050-141-05	$ 3,500,000.00	-	$ 33,630.95	-	104.0
703	050-141-36	$ 4,204,725.00	-	$ 33,630.95	-	125.0
704	050-141-37	$ 4,753,567.00	-	$ 33,630.95	-	141.3
705	050-141-03	$ 277,916.00	-	$ 33,630.95	-	8.2
706	050-141-02	$ 1,657,807.00	-	$ 33,630.95	-	49.2
707	050-141-01	$ 2,760,934.00	-	$ 28,462.09	-	97.0
708	050-141-35	$ 650,700.00	-	$ 27,815.99	-	23.3
709	050-141-06	$ 2,398,345.00	-	$ 37,292.22	-	64.3
710	050-141-07	$ 316,103.00	-	$ 37,287.91	-	8.4
711	050-141-08	$ 125,550.00	-	$ 33,630.95	-	3.7
712	050-141-09	$ 2,013,322.00	-	$ 33,630.95	-	59.8
713	050-141-10	$ 3,307,680.00	-	$ 33,630.95	-	98.3
714	050-141-11	$ 2,947,954.00	-	$ 33,630.95	-	87.6
715	050-141-12	$ 1,016,846.00	-	$ 33,630.95	-	30.2
716	050-141-13	$ 2,986,110.00	-	$ 33,630.95	-	88.7
717	050-141-14	$ 2,327,089.00	-	$ 33,630.95	-	69.1
718	050-141-15	$ 184,952.00	-	$ 33,630.95	-	5.4
719	050-141-16	$ 123,397.00	-	$ 33,630.95	-	3.6
720	050-141-17	$ 1,874,762.00	-	$ 33,630.95	-	55.7
721	050-141-18	$ 132,342.00	-	$ 33,630.95	-	3.9
722	050-141-19	$ 1,696,684.00	-	$ 33,630.95	-	50.4
723	050-141-20	$ 1,549,721.00	-	$ 33,626.64	-	46.0
724	050-161-01	$ 727,619.00	-	$ 33,630.95	-	21.6
725	050-161-02	$ 2,184,840.00	-	$ 33,630.95	-	64.9
726	050-161-03	$ 1,072,445.00	-	$ 33,626.64	-	31.8
727	050-161-04	$ 1,547,608.00	-	$ 33,630.95	-	46.0
728	050-161-05	$ 1,076,651.00	-	$ 33,630.95	-	32.0
729	050-161-06	$ 494,753.00	-	$ 33,626.64	-	14.7
730	050-161-07	$ 1,276,169.00	-	$ 33,630.95	-	37.9
731	050-161-08	$ 167,007.00	-	$ 33,626.64	-	4.9
732	050-161-09	$ 2,965,000.00	-	$ 33,630.95	-	88.1
733	050-161-10	$ 2,037,623.00	-	$ 33,626.64	-	60.5
734	050-161-11	$ 1,712,034.00	-	$ 33,626.64	-	50.9
735	050-161-12	$ 235,242.00	-	$ 33,630.95	-	6.9
736	050-161-13	$ 2,625,098.00	-	$ 33,630.95	-	78.0
737	050-161-14	$ 1,093,476.00	-	$ 33,626.64	-	32.5
738	050-171-01	$ 2,327,228.00	-	$ 33,630.95	-	69.1
739	050-171-02	$ 630,592.00	-	$ 33,630.95	-	18.7
740	050-171-03	$ 144,981.00	-	$ 33,630.95	-	4.3
741	050-171-04	$ 2,272,894.00	-	$ 33,630.95	-	67.5
742	050-171-05	$ 869,566.00	-	$ 33,626.64	-	25.8
743	050-171-06	$ 933,651.00	-	$ 33,630.95	-	27.7
744	050-171-07	$ 1,241,333.00	-	$ 33,626.64	-	36.9
745	050-171-08	$ 1,632,675.00	-	$ 33,626.64	-	48.5
746	050-171-09	$ 2,517,254.00	-	$ 33,630.95	-	74.8
747	050-171-10	$ 3,804,823.00	-	$ 37,292.22	-	102.0
748	050-171-11	$ 2,382,185.00	-	$ 33,630.95	-	70.8
749	050-171-12	$ 459,592.00	-	$ 33,630.95	-	13.6
750	050-171-13	$ 5,461,227.00	-	$ 33,630.95	-	162.3

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
751	050-171-14	$ 1,880,533.00	-	$ 33,630.95	-	55.9
752	050-171-15	$ 2,096,494.00	-	$ 33,630.95	-	62.3
753	050-171-16	$ 4,271,260.00	-	$ 33,630.95	-	127.0
754	050-171-27	$ 2,728,247.00	-	$ 33,648.18	-	81.0
755	050-171-26	$ 2,213,338.00	-	$ 33,648.18	-	65.7
756	050-171-18	$ 1,441,373.00	-	$ 37,292.22	-	38.6
757	050-171-19	$ 1,874,356.00	-	$ 33,630.95	-	55.7
758	050-171-20	$ 385,696.00	-	$ 44,610.45	-	8.6
759	050-171-21	$ 709,939.00	-	$ 33,630.95	-	21.1
760	050-171-22	$ 918,952.00	-	$ 33,626.64	-	27.3
761	050-171-23	$ 2,417,665.00	-	$ 33,630.95	-	71.8
762	050-171-24	$ 587,102.00	-	$ 29,366.64	-	19.9
763	050-171-25	$ 1,008,147.00	-	$ 26,911.44	-	37.4
764	050-161-15	$ 2,175,897.00	-	$ 33,630.95	-	64.6
765	050-161-16	$ 146,284.00	-	$ 33,626.64	-	4.3
766	050-161-17	$ 2,418,930.00	-	$ 33,626.64	-	71.9
767	050-161-18	$ 3,329,280.00	-	$ 33,630.95	-	98.9
768	050-161-19	$ 2,673,828.00	-	$ 33,626.64	-	79.5
769	050-161-20	$ 189,601.00	-	$ 33,630.95	-	5.6
770	050-161-21	$ 153,867.00	-	$ 33,630.95	-	4.5
771	050-161-22	$ 305,127.00	-	$ 33,630.95	-	9.0
772	050-161-23	$ 2,831,526.00	-	$ 33,630.95	-	84.1
773	050-161-24	$ 132,185.00	-	$ 33,626.64	-	3.9
774	050-161-25	$ 2,099,917.00	-	$ 33,630.95	-	62.4
775	050-161-26	$ 138,984.00	-	$ 33,630.95	-	4.1
776	050-161-27	$ 1,534,377.00	-	$ 33,630.95	-	45.6
777	050-161-28	$ 3,589,380.00	-	$ 33,630.95	-	106.7
778	050-141-21	$ 143,440.00	-	$ 33,626.64	-	4.2
779	050-141-22	$ 130,026.00	-	$ 33,630.95	-	3.8
780	050-141-23	$ 1,253,137.00	-	$ 39,122.85	-	32.0
781	050-141-24	$ 219,672.00	-	$ 39,122.85	-	5.6
782	050-141-25	$ 837,467.00	-	$ 33,626.64	-	24.9
783	050-141-26	$ 1,992,389.00	-	$ 33,630.95	-	59.2
784	050-141-27	$ 1,349,489.00	-	$ 33,630.95	-	40.1
785	050-141-28	$ 882,609.00	-	$ 33,630.95	-	26.2
786	050-141-29	$ 186,703.00	-	$ 33,630.95	-	5.5
787	050-141-30	$ 847,570.00	-	$ 33,630.95	-	25.2
788	050-141-31	$ 79,646.00	-	$ 33,630.95	-	2.3
789	050-141-32	$ 780,376.00	-	$ 33,630.95	-	23.2
790	050-141-33	$ 199,247.00	-	$ 37,292.22	-	5.3
791	050-141-34	$ 2,923,652.00	-	$ 37,292.22	-	78.3
792	050-152-06	$ 1,204,472.00	-	$ 33,630.95	-	35.8
793	050-152-05	$ 4,074,900.00	-	$ 33,630.95	-	121.1
794	050-152-04	$ 4,641,000.00	-	$ 33,630.95	-	137.9
795	050-152-03	$ 1,617,686.00	-	$ 33,630.95	-	48.1
796	050-152-02	$ 1,050,136.00	-	$ 33,630.95	-	31.2
797	050-152-01	$ 2,976,688.00	-	$ 33,630.95	-	88.5
798	050-152-07	$ 1,950,000.00	-	$ 37,292.22	-	52.2
799	050-152-08	$ 355,499.00	-	$ 37,287.91	-	9.5
800	050-152-09	$ 159,186.00	-	$ 33,630.95	-	4.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
801	050-152-10	$ 186,314.00	-	$ 33,630.95	-	5.5
802	050-152-11	$ 209,898.00	-	$ 33,626.64	-	6.2
803	050-152-12	$ 498,505.00	-	$ 33,630.95	-	14.8
804	050-152-35	$ 1,447,111.00	-	$ 33,630.95	-	43.0
805	050-152-34	$ 2,597,836.00	-	$ 33,626.64	-	77.2
806	050-152-14	$ 141,288.00	-	$ 33,626.64	-	4.2
807	050-152-15	$ 197,291.00	-	$ 33,630.95	-	5.8
808	050-152-16	$ 212,008.00	-	$ 33,626.64	-	6.3
809	050-152-17	$ 136,812.00	-	$ 33,626.64	-	4.0
810	050-152-18	$ 1,566,993.00	-	$ 33,630.95	-	46.5
811	050-152-19	$ 683,747.00	-	$ 33,630.95	-	20.3
812	050-152-20	$ 2,288,880.00	-	$ 33,626.64	-	68.0
813	050-162-01	$ 160,774.00	-	$ 33,626.64	-	4.7
814	050-162-02	$ 831,417.00	-	$ 33,630.95	-	24.7
815	050-162-03	$ 3,296,816.00	-	$ 33,630.95	-	98.0
816	050-162-04	$ 3,586,883.00	-	$ 33,630.95	-	106.6
817	050-162-05	$ 2,718,613.00	-	$ 33,626.64	-	80.8
818	050-162-06	$ 1,722,563.00	-	$ 33,630.95	-	51.2
819	050-162-07	$ 1,670,613.00	-	$ 33,630.95	-	49.6
820	050-162-08	$ 1,328,994.00	-	$ 33,630.95	-	39.5
821	050-162-09	$ 3,788,512.00	-	$ 33,630.95	-	112.6
822	050-162-10	$ 2,002,498.00	-	$ 33,630.95	-	59.5
823	050-162-11	$ 2,533,013.00	-	$ 33,626.64	-	75.3
824	050-162-12	$ 1,885,000.00	-	$ 33,626.64	-	56.0
825	050-162-13	$ 1,378,201.00	-	$ 33,630.95	-	40.9
826	050-162-14	$ 1,749,510.00	-	$ 33,626.64	-	52.0
827	050-172-01	$ 1,340,704.00	-	$ 28,591.32	-	46.8
828	050-172-24	$ 1,077,564.00	-	$ 27,686.77	-	38.9
829	050-172-02	$ 969,915.00	-	$ 33,630.95	-	28.8
830	050-172-03	$ 2,228,536.00	-	$ 33,630.95	-	66.2
831	050-172-04	$ 118,768.00	-	$ 33,630.95	-	3.5
832	050-172-05	$ 1,340,307.00	-	$ 33,630.95	-	39.8
833	050-172-25	$ 1,815,783.00	-	$ 33,630.95	-	53.9
834	050-172-26	$ 197,299.00	-	$ 33,626.64	-	5.8
835	050-172-07	$ 2,467,377.00	-	$ 33,630.95	-	73.3
836	050-172-08	$ 2,440,778.00	-	$ 35,422.82	-	68.9
837	050-172-09	$ 1,098,691.00	-	$ 35,491.73	-	30.9
838	050-172-10	$ 1,418,820.00	-	$ 27,169.88	-	52.2
839	050-172-11	$ 1,445,651.00	-	$ 29,108.20	-	49.6
840	050-172-12	$ 325,047.00	-	$ 33,626.64	-	9.6
841	050-172-13	$ 1,421,259.00	-	$ 33,630.95	-	42.2
842	050-172-30	$ 379,244.00	-	$ 33,630.95	-	11.2
843	050-172-29	$ 1,487,699.00	-	$ 33,626.64	-	44.2
844	050-172-27	$ 440,213.00	-	$ 33,630.95	-	13.0
845	050-172-15	$ 639,993.00	-	$ 37,287.91	-	17.1
846	050-172-16	$ 2,096,082.00	-	$ 33,626.64	-	62.3
847	050-172-17	$ 132,186.00	-	$ 33,626.64	-	3.9
848	050-172-18	$ 1,749,300.00	-	$ 33,626.64	-	52.0
849	050-172-19	$ 1,653,385.00	-	$ 33,626.64	-	49.1
850	050-172-20	$ 1,774,800.00	-	$ 33,630.95	-	52.7

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
851	050-172-21	$ 514,298.00	-	$ 33,630.95	-	15.2
852	050-172-22	$ 1,141,611.00	-	$ 33,626.64	-	33.9
853	050-172-23	$ 2,131,620.00	-	$ 42,026.03	-	50.7
854	050-162-15	$ 2,584,132.00	-	$ 33,036.53	-	78.2
855	050-162-16	$ 1,674,649.00	-	$ 45,204.87	-	37.0
856	050-162-17	$ 2,100,069.00	-	$ 33,630.95	-	62.4
857	050-162-18	$ 163,751.00	-	$ 33,626.64	-	4.8
858	050-162-19	$ 1,803,386.00	-	$ 33,630.95	-	53.6
859	050-162-20	$ 1,711,944.00	-	$ 33,630.95	-	50.9
860	050-162-21	$ 2,325,000.00	-	$ 33,626.64	-	69.1
861	050-162-22	$ 883,875.00	-	$ 33,626.64	-	26.2
862	050-162-23	$ 720,100.00	-	$ 33,630.95	-	21.4
863	050-162-24	$ 1,510,774.00	-	$ 33,630.95	-	44.9
864	050-162-25	$ 243,470.00	-	$ 33,630.95	-	7.2
865	050-162-26	$ 2,164,864.00	-	$ 33,626.64	-	64.3
866	050-162-30	$ 794,723.00	-	$ 33,630.95	-	23.6
867	050-152-21	$ 3,828,346.00	-	$ 42,030.33	-	91.0
868	050-152-22	$ 172,708.00	-	$ 32,334.43	-	5.3
869	050-152-23	$ 4,156,500.00	-	$ 42,030.33	-	98.8
870	050-152-24	$ 1,948,377.00	-	$ 32,334.43	-	60.2
871	050-152-25	$ 162,607.00	-	$ 32,338.73	-	5.0
872	050-152-26	$ 150,339.00	-	$ 32,338.73	-	4.6
873	050-152-27	$ 195,075.00	-	$ 32,334.43	-	6.0
874	050-152-28	$ 2,331,016.00	-	$ 32,338.73	-	72.0
875	050-152-29	$ 157,536.00	-	$ 32,338.73	-	4.8
876	050-152-30	$ 499,154.00	-	$ 32,338.73	-	15.4
877	050-152-31	$ 2,050,076.00	-	$ 32,334.43	-	63.4
878	050-152-32	$ 2,050,076.00	-	$ 35,569.27	-	57.6
879	050-152-33	$ 298,040.00	-	$ 35,569.27	-	8.3
880	050-151-05	$ 1,315,768.00	-	$ 33,630.95	-	39.1
881	050-151-04	$ 3,485,623.00	-	$ 33,626.64	-	103.6
882	050-151-03	$ 253,312.00	-	$ 33,630.95	-	7.5
883	050-151-02	$ 336,164.00	-	$ 39,122.85	-	8.5
884	050-151-01	$ 4,485,120.00	-	$ 39,118.55	-	114.6
885	050-151-06	$ 2,242,558.00	-	$ 35,358.21	-	63.4
886	050-151-39	$ 1,070,914.00	-	$ 35,569.27	-	30.1
887	050-151-38	$ 752,575.00	-	$ 32,334.43	-	23.2
888	050-151-08	$ 588,063.00	-	$ 32,334.43	-	18.1
889	050-151-09	$ 1,147,524.00	-	$ 32,338.73	-	35.4
890	050-151-10	$ 729,723.00	-	$ 32,334.43	-	22.5
891	050-151-11	$ 318,425.00	-	$ 42,030.33	-	7.5
892	050-151-13	$ 672,534.00	-	$ 32,338.73	-	20.7
893	050-151-14	$ 774,844.00	-	$ 32,338.73	-	23.9
894	050-151-15	$ 2,136,900.00	-	$ 32,338.73	-	66.0
895	050-151-16	$ 190,597.00	-	$ 32,338.73	-	5.8
896	050-151-17	$ 1,819,971.00	-	$ 32,338.73	-	56.2
897	050-151-18	$ 1,095,198.00	-	$ 32,334.43	-	33.8
898	050-151-19	$ 214,074.00	-	$ 32,338.73	-	6.6
899	050-163-01	$ 880,465.00	-	$ 33,626.64	-	26.1
900	050-163-02	$ 1,836,000.00	-	$ 33,630.95	-	54.5

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
901	050-163-03	$ 735,874.00	-	$ 33,626.64	-	21.8
902	050-163-04	$ 1,991,674.00	-	$ 33,630.95	-	59.2
903	050-163-05	$ 2,600,000.00	-	$ 33,630.95	-	77.3
904	050-163-06	$ 975,304.00	-	$ 33,626.64	-	29.0
905	050-163-07	$ 257,041.00	-	$ 33,630.95	-	7.6
906	050-163-08	$ 3,604,519.00	-	$ 44,614.76	-	80.7
907	050-163-10	$ 355,546.00	-	$ 33,630.95	-	10.5
908	050-163-11	$ 1,928,925.00	-	$ 33,630.95	-	57.3
909	050-163-12	$ 571,266.00	-	$ 33,630.95	-	16.9
910	050-163-13	$ 4,163,014.00	-	$ 44,575.99	-	93.3
911	050-173-01*	$ 1,573,591.00	-	$ 41,939.88	-	37.5
912	050-173-02	$ 211,716.00	-	$ 33,592.18	-	6.3
913	050-173-03	$ 2,080,506.00	-	$ 33,630.95	-	61.8
914	050-173-04	$ 948,624.00	-	$ 33,630.95	-	28.2
915	050-173-05	$ 1,244,882.00	-	$ 33,626.64	-	37.0
916	050-173-06	$ 1,084,805.00	-	$ 33,630.95	-	32.2
917	050-173-07	$ 143,453.00	-	$ 33,630.95	-	4.2
918	050-173-08	$ 2,193,000.00	-	$ 33,626.64	-	65.2
919	050-173-09	$ 161,345.00	-	$ 37,326.68	-	4.3
920	050-173-10	$ 405,923.00	-	$ 33,626.64	-	12.0
921	050-173-11	$ 4,448,789.00	-	$ 33,630.95	-	132.2
922	050-173-12	$ 439,130.00	-	$ 33,630.95	-	13.0
923	050-173-13	$ 1,391,190.00	-	$ 33,630.95	-	41.3
924	050-173-14	$ 4,215,655.00	-	$ 44,614.76	-	94.4
925	050-173-15	$ 1,102,971.00	-	$ 37,309.45	-	29.5
926	050-173-16	$ 2,699,519.00	-	$ 33,630.95	-	80.2
927	050-173-17	$ 2,967,134.00	-	$ 33,630.95	-	88.2
928	050-173-18	$ 2,121,541.00	-	$ 33,630.95	-	63.0
929	050-173-19	$ 266,730.00	-	$ 33,630.95	-	7.9
930	050-173-20	$ 1,077,218.00	-	$ 33,630.95	-	32.0
931	050-173-21	$ 2,499,134.00	-	$ 33,626.64	-	74.3
932	050-173-22	$ 3,406,710.00	-	$ 33,630.95	-	101.2
933	050-173-23	$ 841,844.00	-	$ 33,630.95	-	25.0
934	050-173-24	$ 257,846.00	-	$ 33,630.95	-	7.6
935	050-163-14	$ 1,026,061.00	-	$ 33,592.18	-	30.5
936	050-163-15	$ 1,706,705.00	-	$ 33,626.64	-	50.7
937	050-163-16	$ 2,516,644.00	-	$ 33,626.64	-	74.8
938	050-163-17	$ 698,208.00	-	$ 33,630.95	-	20.7
939	050-163-27	$ 2,743,518.00	-	$ 33,630.95	-	81.5
940	050-163-26	$ 2,561,052.00	-	$ 33,630.95	-	76.1
941	050-163-19	$ 2,229,720.00	-	$ 33,626.64	-	66.3
942	050-163-20	$ 302,941.00	-	$ 33,630.95	-	9.0
943	050-163-29	$ 2,858,282.00	-	$ 33,630.95	-	84.9
944	050-163-28	$ 850,488.00	-	$ 33,630.95	-	25.2
945	050-163-22	$ 744,146.00	-	$ 33,630.95	-	22.1
946	050-163-23	$ 987,363.00	-	$ 33,626.64	-	29.3
947	050-163-24	$ 1,981,166.00	-	$ 33,630.95	-	58.9
948	050-163-25	$ 2,649,752.00	-	$ 33,630.95	-	78.7
949	050-151-36	$ 2,626,100.00	-	$ 33,630.95	-	78.0
950	050-151-35	$ 197,755.00	-	$ 33,630.95	-	5.8

*CITY OWNED PARCEL; NOT INCLUDED IN PRELIMINARY ENGINEER'S REPORT DEBT LIMIT VALUATION

Table 1
Assessment

Asmt No.	Assessor's Parcel Number	Total True Value	Existing Liens	Assessments as Preliminarily Approved	Assessments as Confirmed and Recorded	Value To Lien Ratio
951	050-151-21	$ 3,300,000.00	-	$ 33,630.95	-	98.1
952	050-151-22	$ 312,015.00	-	$ 33,626.64	-	9.2
953	050-151-37	$ 204,095.00	-	$ 33,630.95	-	6.0
954	050-151-24	$ 2,622,492.00	-	$ 33,626.64	-	77.9
955	050-151-25	$ 1,110,943.00	-	$ 33,630.95	-	33.0
956	050-151-26	$ 197,298.00	-	$ 33,626.64	-	5.8
957	050-151-27	$ 174,761.00	-	$ 33,630.95	-	5.1
958	050-151-41	$ 2,814,322.00	-	$ 33,630.95	-	83.6
959	050-151-40	$ 2,190,639.00	-	$ 33,630.95	-	65.1
960	050-151-29	$ 603,621.00	-	$ 33,630.95	-	17.9
961	050-151-30	$ 2,887,350.00	-	$ 33,626.64	-	85.8
962	050-151-42	$ 1,386,625.00	-	$ 33,630.95	-	41.2
963	050-151-43	$ 844,097.00	-	$ 33,630.95	-	25.0
964	050-151-33	$ 548,299.00	-	$ 29,969.68	-	18.2
965	937-170-51	$ 945,557.00	-	$ 26,614.23	-	35.5
966	050-091-29	$ 2,933,187.00	-	$ 33,376.81	-	87.8

Table 2
Debt Limit Valuation

A. ESTIMATED BALANCE TO ASSESSMENT (Not including city owned parcels)	$32,773,760.12
B. UNPAID SPECIAL ASSESSMENTS	$0
TOTAL A& B	$32,773,760.12
C. TRUE VALUE OF PARCELS (Not including city owned parcels)	$1,459,060,335.00
AVERAGE VALUE TO LIEN RATIO	44:1

* Unpaid Special Assessments shall consist of the total principal sum of all unpaid special assessments previously levied or proposed to be levied other than in the instant proceedings.
** True Value of Parcels means the total value of the land and improvements as estimated and shown on the last equalized roll of the County or as otherwise reasonably calculated.

This report does not represent a recommendation of parcel value, economic viability or financial feasibility, as that is not the responsibility of the Assessment Engineer.

CERTIFICATION
I, the undersigned Assessment Engineer, do hereby certify that (i) the total amount of the principal sum of the special assessments proposed to be levied, together with the principal amount of previously levied special assessments, as set forth above, do not exceed one-half (1/2) the total true value of the parcels proposed to be assessed, and (ii) the amount proposed to be assessed upon any parcel does not exceed one-half of the true value of the parcel.

EXECUTED ON JUNE 8, 2021

REGISTERED PROFESSIONAL ENGINEER
JEFFREY M. COOPER
No. C31572
CIVIL
STATE OF CALIFORNIA

NV5, INC.

JEFFREY M. COOPER, P.E.
R.C.E. No. 31572
ENGINEER OF WORK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

Exhibit 1

Method and Formula of Assessment Spread

Since the improvements are to be funded by the levying of assessments, the "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the special benefit that the properties receive from the works of improvement. In addition, Section 4 of Article XIIID of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Section 4 provides that only special benefits are assessable and the local agency levying the assessment must separate the general benefits from the special benefits. It also provides that parcels within a district that are owned or used by any public agency, the State of California, or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings.

The responsibility for recommending an apportionment of the costs to properties which specially benefit from the improvements rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. In order to apportion the assessments to each parcel in direct proportion with the special benefit which it will receive from the improvements, an analysis has been completed and is used as the basis for apportioning costs to each property within the Assessment District.

Based upon an analysis of the special benefit to be received by each parcel from the construction of the works of improvement, the Assessment Engineer recommends the apportionment of costs as outlined below. The final authority and action rests with the City Council after hearing all testimony and evidence presented at a public hearing, and tabulating the assessment ballots previously mailed to all record owners of property within the Assessment District. Upon the conclusion of the public hearing, the City Council must make the final determination whether or not the assessment spread has been made in direct proportion to the special benefits received by each parcel within the Assessment District. Ballot tabulation will be done at that time and, if a majority of the returned ballots weighted by assessment amount are not in opposition to the Assessment District, the City Council may form the Assessment District.

The following sections set forth the methodology used to apportion the costs of the improvements to each parcel.

SPECIAL BENEFITS

In further making the analysis, it is necessary that the properties receive a special benefit distinguished from general benefits conferred on real property located in the District or to the public at large.

The purpose of this Assessment District is to provide the financing to underground existing overhead electrical, telephone and cable facilities as well as rehabilitate the affected portions of streets and alleys within the District, including some street light replacements. These facilities are the direct source of service to the properties within the Assessment District.

The proposed replacement of existing overhead utility facilities (power, telephone and cable facilities) with underground facilities and removal of the existing utility poles and the overhead wires will provide a special benefit to the parcels connected to and adjacent to, or in near proximity of, the facilities as follows:

- Improved Aesthetics Benefit. This benefit relates to the improved aesthetics of the streetscape due to the removal of overhead wires and utility poles. For the purposes of this report, a street is defined as either a street or alley. The removal of guy wires and other support structures related to the overhead facilities are included in the definition of improved aesthetics. Properties that are directly adjacent to overhead facilities receive an aesthetic benefit. This benefit is based on the area of the parcel.

- Safety Benefit. This benefit relates to the additional safety of having the overhead distribution wires placed underground and having the power poles removed, which eliminates the threat of downed utility lines and poles due to wind, rain and other unforeseeable events. Falling facilities can lead to personal injuries and damage to structures, including fire. Properties immediately adjacent to the facilities usually have a greater risk. Furthermore, in areas like Central Balboa Island, the negative effects of falling lines and poles are widespread including blocked driveways and property damage due to impact. Many of the streets are narrow with one-way only designations. Alleys are often used as a travelway rather than just ingress and egress to properties. Properties that are adjacent to, or in proximity of, overhead facilities receive a safety benefit. This benefit is based on the average area of the parcels in the District.

- Reliability Benefit. This benefit relates to the enhanced reliability of service from the utilities being underground, due' to having all new wires and equipment and having that equipment underground, which reduces the threat of service interruption from downed lines. When compared to overhead systems, fewer outages occur due to various acts of nature, traffic collisions and obstructions (such as trees). Properties that are connected to, or have the ability to connect to, the facilities proposed to be undergrounded receive a reliability benefit. This benefit is based on the average area of the parcels in the District.

By virtue of such special benefits, the proposed improvements will provide a higher level of service, increase the desirability of the properties and will specifically enhance the values of the properties within the Assessment District. Therefore, the proposed improvements are of direct and special benefit to these properties.

GENERAL BENEFITS

Section 4 of Article XIIID requires that the general benefits imparted by the utility undergrounding project be separated from the special benefits and that only the special benefit portion of the costs of the project be assessed against those parcels which are identified as receiving special benefits. Separating the general from the special benefits requires an examination of the facts and circumstances of the project and the property being assessed.

In this particular assessment district, the streets and alleys along which the existing overhead utility facilities are being undergrounded function as local and collector streets. No other roadways are designated as an arterial, a major arterial or a scenic corridor in the Transportation Element of the City's General Plan. Furthermore, the City has an established network of arterial streets which appear to function as intended to provide for the movement of traffic around and through the community at large without the need to utilize local collector streets for such purposes. Under these circumstances, any use of the streets within the assessment district as "through" streets is incidental.

The properties situated within the assessment district are primarily residential with some commercial and non-commercial (United States Post Office and City Fire Station) properties primarily on Marine Avenue, Agate Avenue, and South Bay Front. Under this circumstance, the impacts, both visual and safety, are largely isolated to those properties (and the persons who inhabit them) which front on these local streets and alleys, with only incidental impacts on those who visit homes within the assessment district or who pass through the assessment district on trips originating outside the boundary and having a destination outside the boundary.

Based on these facts and circumstances, any general benefits to the property within the Assessment District in general, to the surrounding community and to the public at large from the project of undergrounding these local overhead utility facilities on the local streets and alleys, such as to the general public visiting in cars, on bikes or on foot, are incidental and do not exceed five percent (5%) of the estimated project costs. This general benefit portion of the cost is more than offset by the approximate 20% percent utility company contribution (included in the cost estimate on page 7 as net costs). Therefore, the remainder of the project design and construction costs represents the local and special benefits to the parcels within the Assessment District. Because only the net amount of $32,815,700 is apportioned to the parcels within the District, no parcel is assessed more than its proportional share of the special benefits from the improvements.

METHODOLOGY

Based upon the findings described above, the special benefit received by the properties within the boundaries of the Assessment District is the conversion from an overhead to an underground utility system resulting in additional safety, enhanced reliability, and improved aesthetics to the adjacent properties.

Based on these conditions, it is our conclusion that the improvements specially benefit all assessed properties in the Assessment District.

To establish the benefit to the individual parcels within the Assessment District, the highest and best use of each property is considered. For example, a vacant property is considered developed to its highest potential and connected to the system.

The more a property is developed, the more it benefits from the proposed improvements. All of the properties within this Assessment District are zoned residential. There is a direct correlation between the size of a property and the extent to which a property may develop. Because parcel size is one of the main limiting factors for what can be built on a property, or the extent the property is developed, the size of each parcel is used as the base unit for measuring benefit.

The special benefits from the undergrounding of overhead utilities are categorized into the three (3) distinct benefits identified above. All parcels within the District receive 3 of the 3 benefits. For the Improved Aesthetics Benefit, the parcel area is multiplied by 1 to calculate the "Aesthetics Benefit Area." For the Reliability Benefit and Safety Benefit, the average parcel area within the district is determined and applied to the parcel, the “Reliability Benefit Area” and “Safety Benefit Area” are the average size of parcels in the District. The Assessed Benefit Area per parcel is equal to the Aesthetics Benefit Area plus the Safety Benefit Area plus the Reliability Benefit Area, divided by 3.

ASSESSMENT APPORTIONMENT

Each parcel will be apportioned its fair share of the construction costs based on the Assessed Benefit Area calculated for each property.

Incidental Expenses and Financial Costs have been assessed to the entire Assessment District on a prorata basis relative to the total construction cost allocations.

The individual assessment calculations are provided in Appendix A. For particulars to the Assessment Roll, reference is made to Table 1 in Part III of this report.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the special benefits that each parcel receives from the works of improvement.

Dated: June 8, 2021

NV5, INC.

JEFFREY M. COOPER, P.E.
R.C.E. No. 31572
ENGINEER OF WORK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

I,_____as CITY CLERK of the CITY OF NEWPORT BEACH, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was filed in my office on the _____ day of _____, 2021.

_____
CITY CLERK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

I,_____as CITY CLERK of the CITY OF NEWPORT BEACH, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was preliminarily approved by the City Council of the CITY OF NEWPORT BEACH, CALIFORNIA, on _____ day of _____, 2021.

_____
CITY CLERK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

I,_____as CITY CLERK of the CITY OF NEWPORT BEACH, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was approved and confirmed by the City Council of the CITY OF NEWPORT BEACH, CALIFORNIA, on _____ day of _____, 2021.

_____
CITY CLERK
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

I,_____as SUPERINTENDENT OF STREETS of the CITY OF NEWPORT BEACH, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was recorded in my office on _____ day of _____, 2021.

_____
SUPERINTENDENT OF STREETS
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

PART IV
Annual Administrative Assessment

A proposed maximum annual administrative assessment shall be levied on each parcel of land and subdivision of land within the Assessment District to pay for necessary costs and expenses incurred by the CITY OF NEWPORT BEACH, and not otherwise reimbursed, resulting from the administration and collection of assessments, from the administration or registration of any bonds and reserve or other related funds, or both. The maximum assessment is authorized pursuant to the provisions of Section 10204(f) of the Streets and Highways Code and shall not exceed one hundred dollars ($100) per parcel per year, subject to an annual increase based on the Consumer Price Index (CPI), during the preceding year ending in January, for all Urban Consumers in the Los Angeles, Riverside, and Orange County areas. The exact amount of the administration charge will be established each year by the Superintendent of Streets.

This administration assessment is separate from, and in addition to, (a) the per-parcel collection fee that may be added to each annual assessment under California Streets and Highways Code Sections 8682 (to cover expenses of collection) and 8682.1 (to cover bond administration costs), and (b) any fees payable to the City in connection with Assessment prepayments after the issuance of Bonds, apportionment of Assessments to reflect parcels splits or parcel mergers, and late charges and penalties for delinquent Assessment installments.

The annual administrative assessment will be collected in the same manner and in the same installments as the assessment levied to pay for the cost of the works of improvement.

PART V
Diagram of Assessment

A reduced copy of the Assessment Diagram is attached hereto. Full-sized copies of the Boundary Map and Assessment Diagram are on file in the Office of the City Clerk, of the City of Newport Beach.

As required by the Act, the Assessment Diagram shows the exterior boundaries of the Assessment District and the assessment number assigned to each parcel of land corresponding to its number as it appears in the Assessment Roll contained in Part III Table I. The Assessor's Parcel Number is also shown for each parcel as they existed at the time of the passage of the Resolution of Intention and reference is hereby made to the Assessor's Parcel Maps of the County of Orange for the boundaries and dimensions of each parcel of land.

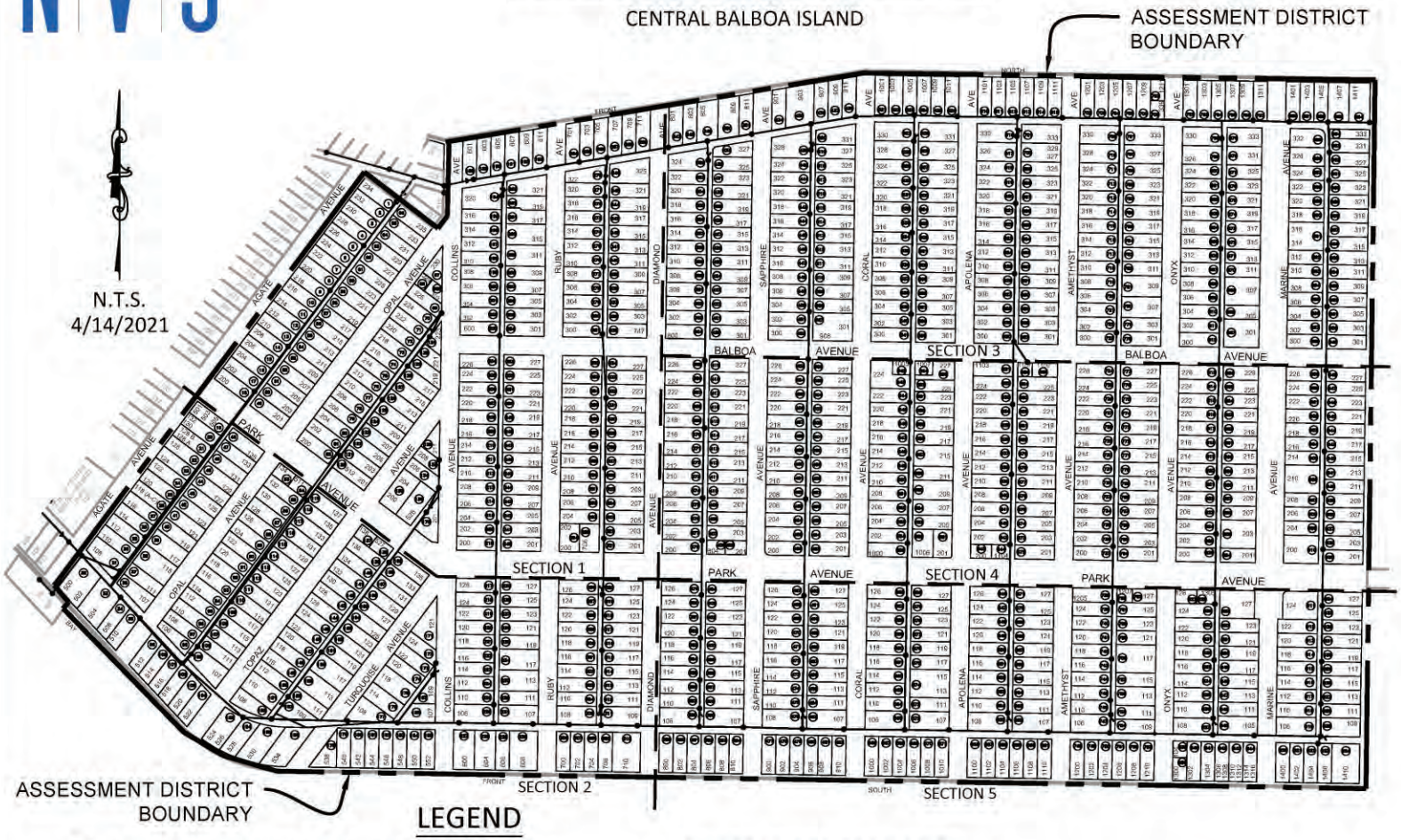
PREPARED BY:

NV5

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124

CENTRAL BALBOA ISLAND

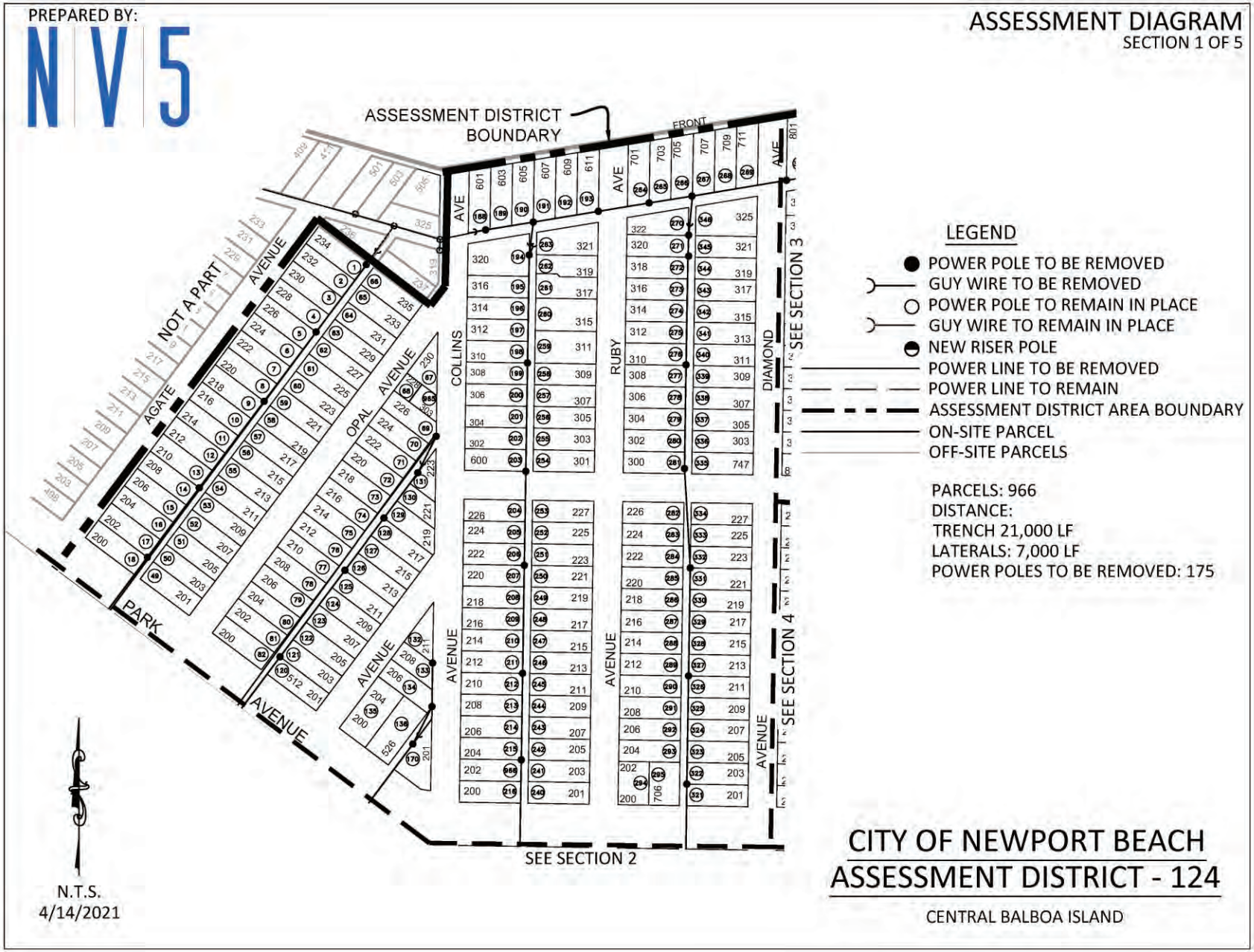
ASSESSMENT DIAGRAM
ALL SECTIONS



LEGEND

- POWER POLE TO BE REMOVED
- GUY WIRE TO BE REMOVED
- POWER POLE TO REMAIN IN PLACE
- GUY WIRE TO REMAIN IN PLACE
- NEW RISER POLE
- POWER LINE TO BE REMOVED
- POWER LINE TO REMAIN
- ASSESSMENT DISTRICT AREA BOUNDARY
- ON-SITE PARCEL
- OFF-SITE PARCELS

PARCELS: 966
DISTANCE:
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175


PREPARED BY:
NV5
ASSESSMENT DIAGRAM
SECTION 1 OF 5
ASSESSMENT DISTRICT BOUNDARY
FRONT
AVE
COLLINS
RUBY
DIAMOND
OPAL
AGATE
PARK
AVENUE
NOT A PART
SEE SECTION 2
SEE SECTION 3
SEE SECTION 4
LEGEND
POWER POLE TO BE REMOVED
GUY WIRE TO BE REMOVED
POWER POLE TO REMAIN IN PLACE
GUY WIRE TO REMAIN IN PLACE
NEW RISER POLE
POWER LINE TO BE REMOVED
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ASSESSMENT DISTRICT AREA BOUNDARY
ON-SITE PARCEL
OFF-SITE PARCELS
PARCELS: 966
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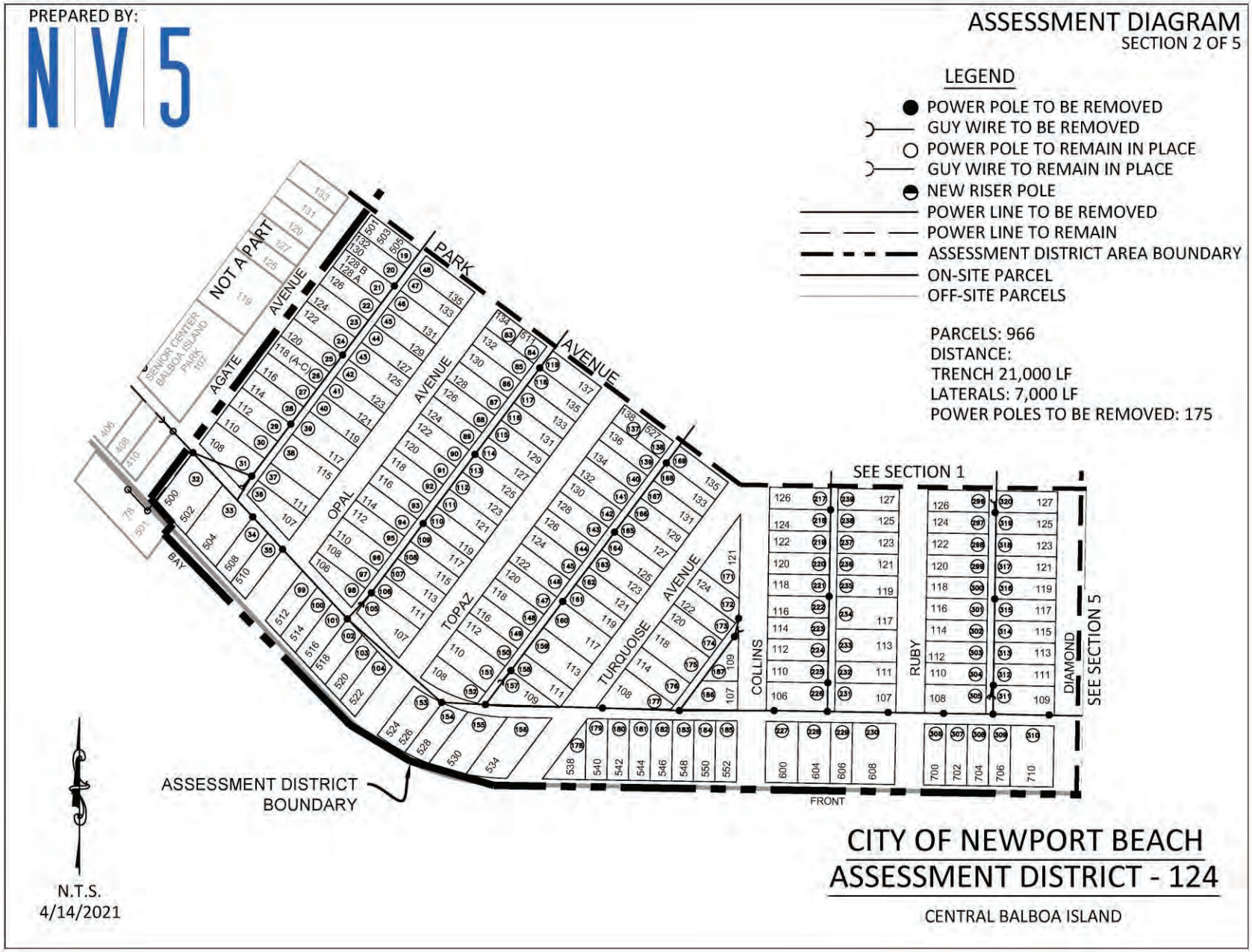
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175
N.T.S.
4/14/2021
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124
CENTRAL BALBOA ISLAND

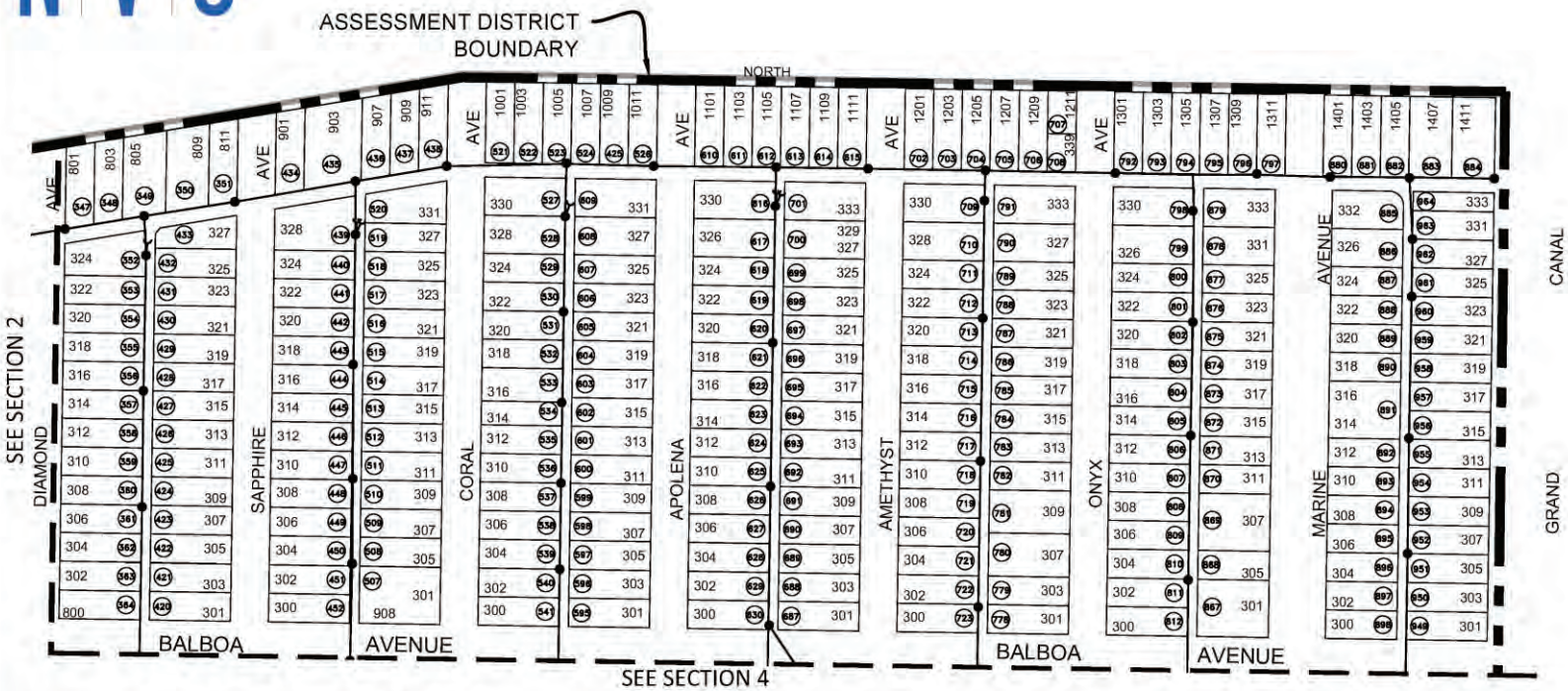

PREPARED BY:
NV5
ASSESSMENT DIAGRAM
SECTION 2 OF 5
LEGEND
POWER POLE TO BE REMOVED
GUY WIRE TO BE REMOVED
POWER POLE TO REMAIN IN PLACE
GUY WIRE TO REMAIN IN PLACE
NEW RISER POLE
POWER LINE TO BE REMOVED
POWER LINE TO REMAIN
ASSESSMENT DISTRICT AREA BOUNDARY
ON-SITE PARCEL
OFF-SITE PARCELS
PARCELS: 966
DISTANCE:
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175
SEE SECTION 1
SEE SECTION 5
NOT A PART
SENIOR CENTER BALBOA ISLAND PARK
AGATE
AVENUE
PARK
OPAL
TOPAZ
TURQUOISE
COLLINS
RUBY
DIAMOND
BAY
FRONT
ASSESSMENT DISTRICT BOUNDARY
N.T.S.
4/14/2021
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124
CENTRAL BALBOA ISLAND

PREPARED BY:

NV5

ASSESSMENT DIAGRAM

SECTION 3 OF 5



LEGEND

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- POWER POLE TO REMAIN IN PLACE
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- NEW RISER POLE
- POWER LINE TO BE REMOVED
- POWER LINE TO REMAIN
- ASSESSMENT DISTRICT AREA BOUNDARY
- ON-SITE PARCEL
- OFF-SITE PARCELS

PARCELS: 966
DISTANCE:
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175

N.T.S.
4/14/2021

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124

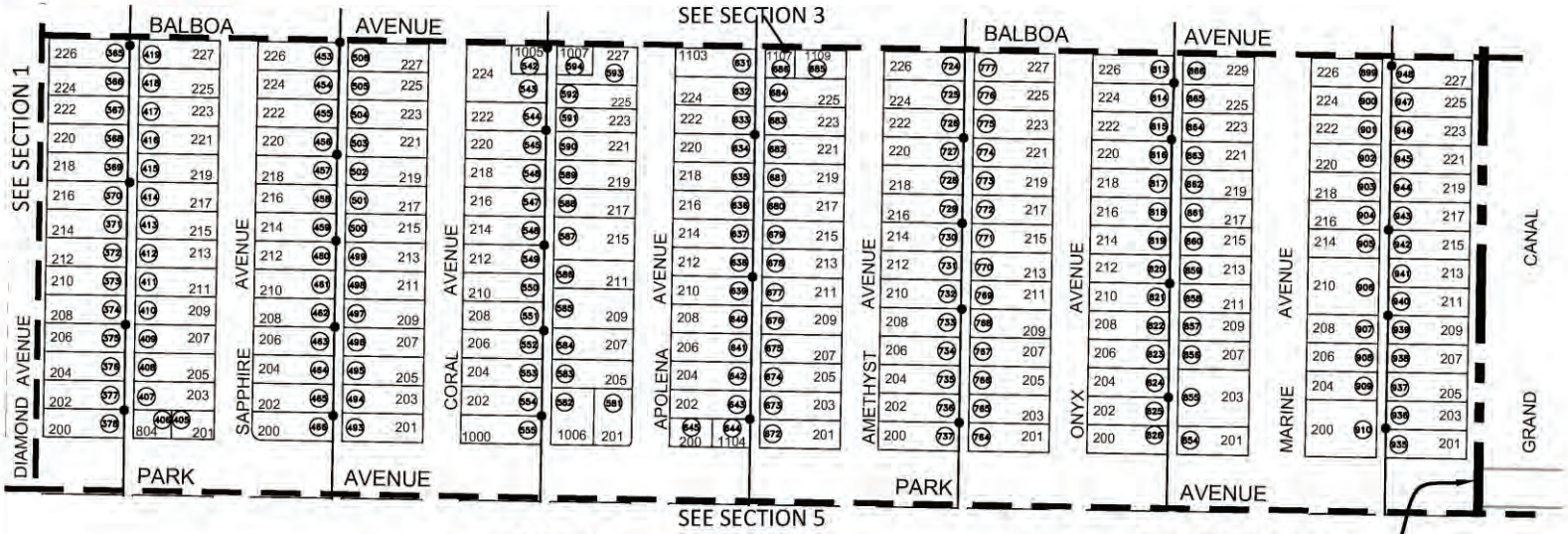
CENTRAL BALBOA ISLAND

PREPARED BY:

NV5

ASSESSMENT DIAGRAM

SECTION 4 OF 5



ASSESSMENT DISTRICT BOUNDARY

LEGEND

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- GUY WIRE TO BE REMOVED
- POWER POLE TO REMAIN IN PLACE
- GUY WIRE TO REMAIN IN PLACE
- NEW RISER POLE
- POWER LINE TO BE REMOVED
- POWER LINE TO REMAIN
- ASSESSMENT DISTRICT AREA BOUNDARY
- ON-SITE PARCEL
- OFF-SITE PARCELS

PARCELS: 966
DISTANCE:
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175

N.T.S.
4/14/2021

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124

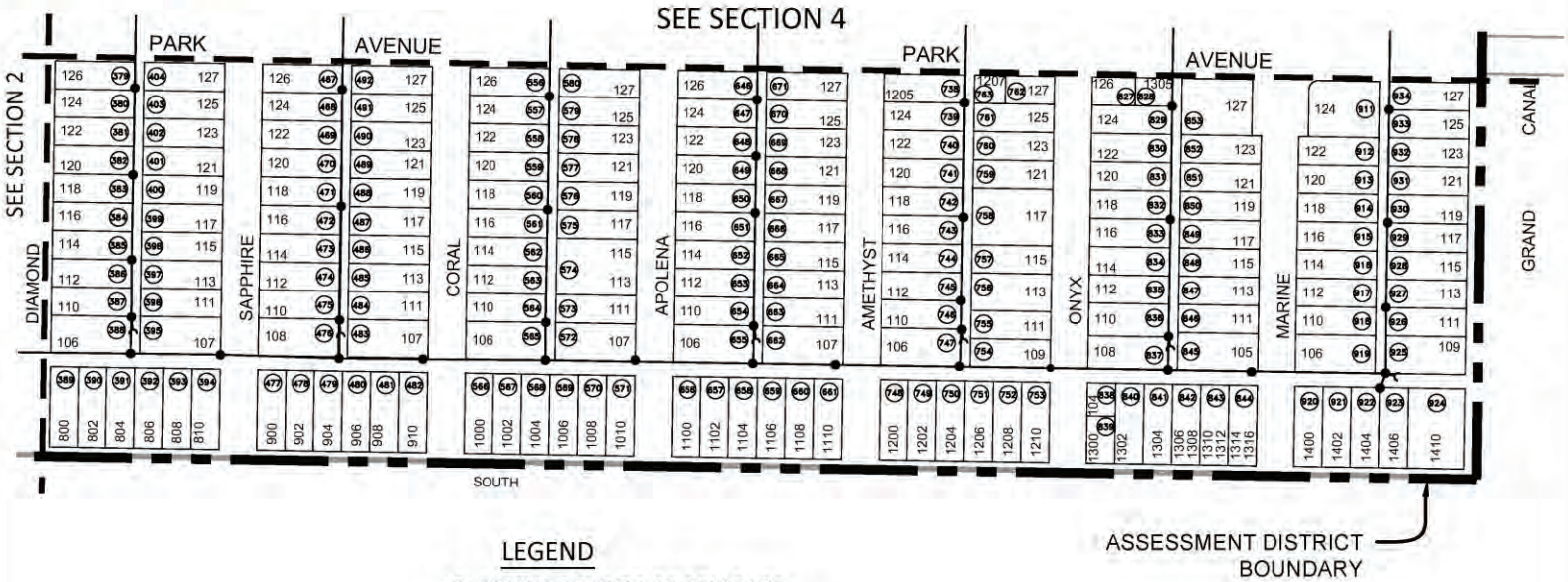
CENTRAL BALBOA ISLAND

PREPARED BY:

NV5

ASSESSMENT DIAGRAM

SECTION 5 OF 5



LEGEND

- POWER POLE TO BE REMOVED
- GUY WIRE TO BE REMOVED
- POWER POLE TO REMAIN IN PLACE
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- NEW RISER POLE
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- OFF-SITE PARCELS

PARCELS: 966
DISTANCE:
TRENCH 21,000 LF
LATERALS: 7,000 LF
POWER POLES TO BE REMOVED: 175

N.T.S.
4/14/2021

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT - 124

CENTRAL BALBOA ISLAND

Part VI
Description of Facilities

Section 10100 of the Act provides for the legislative body of any municipality to finance certain capital facilities and services within or along its streets or any public way or easement. The following is a list of proposed improvements as allowed under the Act to be installed, or improved under the provisions of the Act, including the acquisition of required right-of-way and/or property. For the general location of the improvements to be constructed referenced is hereby made to the Plans and Specifications described in Part I of this report.

The following improvements are proposed to be constructed and installed in the general location referred to as Assessment District No. 124.

1. Acquisition of any required easements or rights-of-way.
2. Removal of existing utility poles.
3. Removal of overhead resident service drops.
4. Construction of mainline underground power, telephone and cable conduit, with appurtenant manholes and pullboxes, and installation of cabling, wiring and other facilities.
5. Construction of service conduit and appurtenances.

The improvements will be designed by the Southern California Edison Company, AT&T and Time Warner Cable. The utility companies will be responsible for inspecting the work for their facilities and the City of Newport Beach will inspect the work to ensure conformance to City standards and specifications where applicable.

The City will also construct additional pavement rehabilitation as needed for the project.

Once completed, the underground facilities will become the property and responsibility of Southern California Edison Company, AT&T and Time Warner Cable.

Each owner of property located within the Assessment District will be responsible for arranging for and paying for work on his or her property necessary to connect facilities constructed by the public utilities in the public streets and alleys to the points of connection on the private property. Conversion of individual service connections on private property is not included in the work done by the Assessment District.

The estimated time for completion of the undergrounding of the utilities is 36 months after the sale of bonds. Property owners will be required to provide necessary underground connections within 120 days of the completion of the underground facilities.

Failure to convert individual service connections on private property may result in a recommendation to the City Council that the public utilities be directed to discontinue service to that property pursuant to Section 15.32 of the Municipal Code. Overhead facilities cannot be removed until all overhead service has been discontinued.

Right-of -Way Certificate

STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF NEWPORT BEACH

The undersigned hereby CERTIFIES UNDER PENALTY OF PERJURY that the following is all true and correct.

That at all time herein mentioned, the undersigned was, and now is, the authorized representative of the duly appointed SUPERINTENDENT OF STREETS of the CITY OF NEWPORT BEACH, CALIFORNIA.

That there have now been instituted proceedings under the provisions of Article XIIID of the California Constitution, and the "Municipal Improvements Act of 1913," being Division 12 of the Streets and Highways Code of the State of California, for the construction of certain public improvements in a special assessment district known and designated as ASSESSMENT DISTRICT NO. 124 (hereinafter referred to as the "Assessment District").

THE UNDERSIGNED STATES AND CERTIFIES AS FOLLOWS:

All easements or right-of-way necessary for the construction and installation of the public improvements of the Assessment District either have been obtained or are in process of being obtained and will be obtained and in the possession of the affected utility company, the City, the County of Orange or the State of California prior to commencement of the construction and installation of such public improvements.

EXECUTED this_____ day of_____, 2021 at CITY OF NEWPORT BEACH, California.

SUPERINTENDENT OF STREETS
CITY OF NEWPORT BEACH
State of California

By: _____
David Webb, P.E.

Certificate of Completion of Environmental Proceedings

STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF NEWPORT BEACH

The undersigned, under penalty of perjury, CERTIFIES as follows:

1. That I am the person who authorized to prepare and process all environmental documentation as needed as it relates to the formation of the special Assessment District being formed pursuant to the provisions of the "Municipal Improvement Act of 1913" being Division 12 of the Streets and Highways Code of the State of California, said special Assessment District known and designated as ASSESSMENT DISTRICT NO. 124 (hereinafter referred to as the "Assessment District").

2. The specific environmental proceedings relating to this Assessment District that have been completed are as follows:

CEQA compliance review:

The proposed project is Categorically Exempt (Class 2) from the provisions of CEQA (replacement or reconstructions).

3. I do hereby certify that all environmental evaluation proceedings necessary for the formation of the Assessment District have been completed to my satisfaction, and that no further environmental proceedings are necessary.

EXECUTED this_____ day of_____, 2021 at CITY OF NEWPORT BEACH, California.

By: _____
David Webb, P.E.
CITY OF NEWPORT BEACH
STATE OF CALIFORNIA

APPENDIX

A. Assessment Calculations

ASSESSMENT CALCULATIONS

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
234 AGATE AVE	1	050-072-34	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
232 AGATE AVE	2	050-072-33	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
230 AGATE AVE	3	050-072-32	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
228 AGATE AVE	4	050-072-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
226 AGATE AVE	5	050-072-30	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
224 AGATE AVE	6	050-072-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 AGATE AVE	7	050-072-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 AGATE AVE	8	050-072-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
218 AGATE AVE	9	050-072-37	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
216 AGATE AVE	10	050-072-38	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
214 AGATE AVE	11	050-072-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 AGATE AVE	12	050-072-24	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
210 AGATE AVE	13	050-072-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
208 AGATE AVE	14	050-072-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 AGATE AVE	15	050-072-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
204 AGATE AVE	16	050-072-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
202 AGATE AVE	17	050-072-49	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 AGATE AVE	18	050-072-50	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
501 PARK AVE	19	050-052-35	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
132 AGATE AVE	20	050-052-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
128 AGATE AVE	21	050-052-28	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
126 AGATE AVE	22	050-052-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 AGATE AVE	23	050-052-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 AGATE AVE	24	050-052-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 AGATE AVE	25	050-052-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 AGATE AVE	26	050-052-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
116 AGATE AVE	27	050-052-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 AGATE AVE	28	050-052-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 AGATE AVE	29	050-052-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 AGATE AVE	30	050-052-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
108 AGATE AVE	31	050-052-18	3,842	1	YES	3,842	YES	2,629	2,629	3,033.25	$ 34,356.84	$ 1,507.97	$ 3,331.27	$ 39,196.08	$ 35,864.81
502 S BAY FRONT	32	050-052-37	5,167	1	YES	5,167	YES	2,629	2,629	3,474.92	$ 39,359.48	$ 1,727.54	$ 3,816.33	$ 44,903.35	$ 41,087.03
504 W BAY AVE	33	050-052-15	5,208	1	YES	5,208	YES	2,629	2,629	3,488.59	$ 39,514.28	$ 1,734.34	$ 3,831.34	$ 45,079.96	$ 41,248.62
508 S BAY FRONT	34	050-052-14	2,632	1	YES	2,632	YES	2,629	2,629	2,629.92	$ 29,788.39	$ 1,307.45	$ 2,888.31	$ 33,984.15	$ 31,095.85
510 S BAY FRONT	35	050-052-13	2,608	1	YES	2,608	YES	2,629	2,629	2,621.92	$ 29,697.78	$ 1,303.48	$ 2,879.52	$ 33,880.78	$ 31,001.25
107 OPAL AVE	36	050-052-33	2,777	1	YES	2,777	YES	2,629	2,629	2,678.25	$ 30,335.85	$ 1,331.48	$ 2,941.39	$ 34,608.72	$ 31,667.33
111 OPAL AVE	37	050-052-34	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 OPAL AVE	38	050-052-38	4,250	1	YES	4,250	YES	2,629	2,629	3,169.25	$ 35,897.28	$ 1,575.58	$ 3,480.63	$ 40,953.49	$ 37,472.86
117 OPAL AVE	39	050-052-09	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
119 OPAL AVE	40	050-052-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 OPAL AVE	41	050-052-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 OPAL AVE	42	050-052-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 OPAL AVE	43	050-052-32	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
127 OPAL AVE	44	050-052-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
129 OPAL AVE	45	050-052-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
131 OPAL AVE	46	050-052-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
133 OPAL AVE	47	050-052-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
135 OPAL AVE	48	050-052-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 OPAL AVE	49	050-072-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
203 OPAL AVE	50	050-072-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
205 OPAL AVE	51	050-072-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 OPAL AVE	52	050-072-42	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 OPAL AVE	53	050-072-41	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 OPAL AVE	54	050-072-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 OPAL AVE	55	050-072-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 OPAL AVE	56	050-072-45	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 OPAL AVE	57	050-072-46	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 OPAL AVE	58	050-072-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 OPAL AVE	59	050-072-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 OPAL AVE	60	050-072-09	2,561	1	YES	2,561	YES	2,629	2,629	2,606.25	$ 29,520.33	$ 1,295.69	$ 2,862.31	$ 33,678.33	$ 30,816.01
225 OPAL AVE	61	050-072-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 OPAL AVE	62	050-072-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
229 OPAL AVE	63	050-072-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
231 OPAL AVE	64	050-072-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
233 OPAL AVE	65	050-072-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
235 OPAL AVE	66	050-072-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
230 OPAL AVE	67	050-071-29	1,843	1	YES	1,843	YES	2,629	2,629	2,366.92	$ 26,809.46	$ 1,176.70	$ 2,599.47	$ 30,585.63	$ 27,986.16
228 OPAL AVE	68	937-170-50	921	1	YES	921	YES	2,629	2,629	2,059.59	$ 23,328.38	$ 1,023.91	$ 2,261.94	$ 26,614.23	$ 24,352.29
226 OPAL AVE	69	050-071-25	2,430	1	YES	2,430	YES	2,629	2,629	2,562.59	$ 29,025.73	$ 1,273.98	$ 2,814.36	$ 33,114.06	$ 30,299.70
224 OPAL AVE	70	050-071-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 OPAL AVE	71	050-071-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
220 OPAL AVE	72	050-071-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
218 OPAL AVE	73	050-071-28	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
216 OPAL AVE	74	050-071-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 OPAL AVE	75	050-071-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
212 OPAL AVE	76	050-071-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
210 OPAL AVE	77	050-071-18	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
208 OPAL AVE	78	050-071-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
206 OPAL AVE	79	050-071-16	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
204 OPAL AVE	80	050-071-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
202 OPAL AVE	81	050-071-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 OPAL AVE	82	050-071-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
134 OPAL AVE	83	050-051-38	1,320	1	YES	1,320	YES	2,629	2,629	2,192.59	$ 24,834.83	$ 1,090.03	$ 2,408.01	$ 28,332.87	$ 25,924.87
511 PARK AVE	84	050-051-39	1,230	1	YES	1,230	YES	2,629	2,629	2,162.59	$ 24,495.03	$ 1,075.12	$ 2,375.06	$ 27,945.21	$ 25,570.15
132 OPAL AVE	85	050-051-34	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
130 OPAL AVE	86	050-051-33	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
128 OPAL AVE	87	050-051-32	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 OPAL AVE	88	050-051-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 OPAL AVE	89	050-051-37	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 1/2 OPAL AVE 122	90	050-051-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 OPAL AVE	91	050-051-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 OPAL AVE	92	050-051-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 OPAL AVE	93	050-051-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 OPAL AVE	94	050-051-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 OPAL AVE	95	050-051-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 OPAL AVE	96	050-051-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
108 OPAL AVE	97	050-051-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
106 OPAL AVE	98	050-051-22	2,132	1	YES	2,132	YES	2,629	2,629	2,463.25	$ 27,900.60	$ 1,224.60	$ 2,705.26	$ 31,830.46	$ 29,125.20
512 S BAY FRONT	99	050-051-21	2,590	1	YES	2,590	YES	2,629	2,629	2,615.92	$ 29,629.82	$ 1,300.49	$ 2,872.93	$ 33,803.24	$ 30,930.31
514 S BAY FRONT	100	050-051-20	2,590	1	YES	2,590	YES	2,629	2,629	2,615.92	$ 29,629.82	$ 1,300.49	$ 2,872.93	$ 33,803.24	$ 30,930.31

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
516 S BAY FRONT	101	050-051-19	2,590	1	YES	2,590	YES	2,629	2,629	2,615.92	$ 29,629.82	$ 1,300.49	$ 2,872.93	$ 33,803.24	$ 30,930.31
518 S BAY FRONT	102	050-051-18	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
520 S BAY FRONT	103	050-051-17	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
522 S BAY FRONT	104	050-051-16	2,590	1	YES	2,590	YES	2,629	2,629	2,615.92	$ 29,629.82	$ 1,300.49	$ 2,872.93	$ 33,803.24	$ 30,930.31
107 TOPAZ AVE	105	050-051-15	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
111 TOPAZ AVE	106	050-051-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
113 TOPAZ AVE	107	050-051-13	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
115 TOPAZ AVE	108	050-051-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 TOPAZ AVE	109	050-051-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
119 TOPAZ AVE	110	050-051-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 TOPAZ AVE	111	050-051-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 TOPAZ AVE	112	050-051-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 TOPAZ AVE	113	050-051-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 TOPAZ AVE	114	050-051-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
129 TOPAZ AVE	115	050-051-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
131 TOPAZ AVE	116	050-051-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
133 TOPAZ AVE	117	050-051-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
135 TOPAZ AVE	118	050-051-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
137 TOPAZ AVE	119	050-051-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 TOPAZ AVE	120	050-071-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
203 TOPAZ AVE	121	050-071-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
205 TOPAZ AVE	122	050-071-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 TOPAZ AVE	123	050-071-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 TOPAZ AVE	124	050-071-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 TOPAZ AVE	125	050-071-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 TOPAZ AVE	126	050-071-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 TOPAZ AVE	127	050-071-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 TOPAZ AVE	128	050-071-04	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
219 COLLINS AVE	129	050-071-03	2,220	1	YES	2,220	YES	2,629	2,629	2,492.59	$ 28,232.85	$ 1,239.18	$ 2,737.48	$ 32,209.51	$ 29,472.03
221 COLLINS AVE	130	050-071-02	1,620	1	YES	1,620	YES	2,629	2,629	2,292.59	$ 25,967.51	$ 1,139.75	$ 2,517.83	$ 29,625.09	$ 27,107.26
223 COLLINS AVE	131	050-071-01	2,149	1	YES	2,149	YES	2,629	2,629	2,468.92	$ 27,964.79	$ 1,227.41	$ 2,711.49	$ 31,903.69	$ 29,192.20
211 COLLINS AVE	132	050-061-01	1,680	1	YES	1,680	YES	2,629	2,629	2,312.59	$ 26,194.04	$ 1,149.69	$ 2,539.80	$ 29,883.53	$ 27,343.73
208 TOPAZ AVE	133	050-061-02	1,740	1	YES	1,740	YES	2,629	2,629	2,332.59	$ 26,420.58	$ 1,159.64	$ 2,561.76	$ 30,141.97	$ 27,580.21
206 TOPAZ AVE	134	050-061-03	2,418	1	YES	2,418	YES	2,629	2,629	2,558.59	$ 28,980.42	$ 1,271.99	$ 2,809.96	$ 33,062.37	$ 30,252.41
204 TOPAZ AVE	135	050-061-06	4,050	1	YES	4,050	YES	2,629	2,629	3,102.59	$ 35,142.16	$ 1,542.44	$ 3,407.41	$ 40,092.01	$ 36,684.60
526 PARK AVE	136	050-061-07	3,599	1	YES	3,599	YES	2,629	2,629	2,952.25	$ 33,439.38	$ 1,467.70	$ 3,242.31	$ 38,149.39	$ 34,907.08
138 TOPAZ AVE	137	050-063-31	1,230	1	YES	1,230	YES	2,629	2,629	2,162.59	$ 24,495.03	$ 1,075.12	$ 2,375.06	$ 27,945.21	$ 25,570.15
527 PARK AVE	138	050-063-32	1,320	1	YES	1,320	YES	2,629	2,629	2,192.59	$ 24,834.83	$ 1,090.03	$ 2,408.01	$ 28,332.87	$ 25,924.87
136 TOPAZ AVE	139	050-063-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
134 TOPAZ AVE	140	050-063-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
132 TOPAZ AVE	141	050-063-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
130 TOPAZ AVE	142	050-063-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
128 TOPAZ AVE	143	050-063-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 TOPAZ AVE	144	050-063-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
124 TOPAZ AVE	145	050-063-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 TOPAZ AVE	146	050-063-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
120 TOPAZ AVE	147	050-063-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
118 TOPAZ AVE	148	050-063-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 TOPAZ AVE	149	050-063-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
112 TOPAZ AVE	150	050-063-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
110 TOPAZ AVE	151	050-063-18	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
108 TOPAZ AVE	152	050-063-17	2,676	1	YES	2,676	YES	2,629	2,629	2,644.59	$ 29,954.52	$ 1,314.74	$ 2,904.41	$ 34,173.68	$ 31,269.26
526 S BAY FRONT	153	050-063-16	3,845	1	YES	3,845	YES	2,629	2,629	3,034.25	$ 34,368.17	$ 1,508.47	$ 3,332.37	$ 39,209.00	$ 35,876.64
528 S BAY FRONT	154	050-063-15	3,069	1	YES	3,069	YES	2,629	2,629	2,775.59	$ 31,438.32	$ 1,379.87	$ 3,048.28	$ 35,866.48	$ 32,818.19
530 S BAY FRONT	155	050-063-33	4,464	1	YES	4,464	YES	2,629	2,629	3,240.59	$ 36,705.25	$ 1,611.04	$ 3,558.97	$ 41,875.27	$ 38,316.30
534 S BAY FRONT	156	050-063-34	5,250	1	YES	5,250	YES	2,629	2,629	3,502.59	$ 39,672.86	$ 1,741.30	$ 3,846.71	$ 45,260.87	$ 41,414.15
109 TURQUOISE AVE	157	050-063-35	2,599	1	YES	2,599	YES	2,629	2,629	2,618.92	$ 29,663.80	$ 1,301.98	$ 2,876.23	$ 33,842.01	$ 30,965.78
111 TURQUOISE AVE	158	050-063-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
113 TURQUOISE AVE	159	050-063-11	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
117 TURQUOISE AVE 4	160	050-063-10	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
119 TURQUOISE AVE	161	050-063-09	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
121 TURQUOISE AVE	162	050-063-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 TURQUOISE AVE	163	050-063-07	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
125 TURQUOISE AVE	164	050-063-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 TURQUOISE AVE	165	050-063-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
129 TURQUOISE AVE	166	050-063-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
131 TURQUOISE AVE	167	050-063-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
133 TURQUOISE AVE	168	050-063-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
135 TURQUOISE AVE	169	050-063-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 COLLINS AVE	170	050-061-05	2,688	1	YES	2,688	YES	2,629	2,629	2,648.59	$ 29,999.82	$ 1,316.73	$ 2,908.81	$ 34,225.37	$ 31,316.56
121 COLLINS AVE	171	050-062-01	3,320	1	YES	3,320	YES	2,629	2,629	2,859.25	$ 32,385.99	$ 1,421.47	$ 3,140.17	$ 36,947.63	$ 33,807.46
124 TURQUOISE AVE	172	050-062-02	2,360	1	YES	2,360	YES	2,629	2,629	2,539.25	$ 28,761.44	$ 1,262.38	$ 2,788.73	$ 32,812.55	$ 30,023.81
122 TURQUOISE AVE	173	050-062-03	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
120 TURQUOISE AVE	174	050-062-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 TURQUOISE AVE	175	050-062-05	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
114 TURQUOISE AVE	176	050-062-06	3,187	1	YES	3,187	YES	2,629	2,629	2,814.92	$ 31,883.84	$ 1,399.43	$ 3,091.48	$ 36,374.75	$ 33,283.26
108 TURQUOISE AVE	177	050-062-07	3,203	1	YES	3,203	YES	2,629	2,629	2,820.25	$ 31,944.25	$ 1,402.08	$ 3,097.34	$ 36,443.66	$ 33,346.32
538 S BAY FRONT	178	050-062-08	2,544	1	YES	2,544	YES	2,629	2,629	2,600.59	$ 29,456.14	$ 1,292.87	$ 2,856.09	$ 33,605.10	$ 30,749.01
540 S BAY FRONT	179	050-062-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
542 S BAY FRONT	180	050-062-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
544 S BAY FRONT	181	050-062-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
546 S BAY FRONT	182	050-062-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
548 S BAY FRONT	183	050-062-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
550 S BAY FRONT	184	050-062-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
552 S BAY FRONT	185	050-062-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
107 COLLINS AVE	186	050-062-16	2,614	1	YES	2,614	YES	2,629	2,629	2,623.92	$ 29,720.43	$ 1,304.47	$ 2,881.72	$ 33,906.62	$ 31,024.90
109 COLLINS AVE	187	050-062-17	1,786	1	YES	1,786	YES	2,629	2,629	2,347.92	$ 26,594.25	$ 1,167.26	$ 2,578.60	$ 30,340.11	$ 27,761.51
601 N BAY FRONT	188	050-081-01	2,580	1	YES	2,580	YES	2,629	2,629	2,612.59	$ 29,592.06	$ 1,298.84	$ 2,869.27	$ 33,760.17	$ 30,890.90
603 N BAY FRONT	189	050-081-24	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
605 N BAY FRONT	190	050-081-23	2,580	1	YES	2,580	YES	2,629	2,629	2,612.59	$ 29,592.06	$ 1,298.84	$ 2,869.27	$ 33,760.17	$ 30,890.90
607 N BAY FRONT	191	050-081-22	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
609 N BAY FRONT	192	050-081-21	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
611 N BAY FRONT	193	050-081-20	2,634	1	YES	2,634	YES	2,629	2,629	2,630.59	$ 29,795.94	$ 1,307.78	$ 2,889.04	$ 33,992.77	$ 31,103.73
320 COLLINS AVE	194	050-081-02	4,420	1	YES	4,420	YES	2,629	2,629	3,225.92	$ 36,539.13	$ 1,603.75	$ 3,542.86	$ 41,685.74	$ 38,142.88
316 COLLINS AVE	195	050-081-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 COLLINS AVE	196	050-081-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
312 COLLINS AVE	197	050-081-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 COLLINS AVE	198	050-081-06	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
308 COLLINS AVE	199	050-081-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 COLLINS AVE	200	050-081-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
304 COLLINS AVE	201	050-081-29	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
302 COLLINS AVE	202	050-081-30	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
600 BALBOA AVE	203	050-081-10	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
226 COLLINS AVE	204	050-091-01	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
224 COLLINS AVE	205	050-091-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 COLLINS AVE	206	050-091-03	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
220 COLLINS AVE	207	050-091-04	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
218 COLLINS AVE	208	050-091-05	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
216 COLLINS AVE	209	050-091-06	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
214 COLLINS AVE	210	050-091-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 COLLINS AVE	211	050-091-08	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
210 COLLINS AVE	212	050-091-09	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
208 COLLINS AVE	213	050-091-10	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
206 COLLINS AVE	214	050-091-11	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
204 COLLINS AVE	215	050-091-12	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
200 COLLINS AVE	216	050-091-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 COLLINS AVE	217	050-101-01	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
124 COLLINS AVE	218	050-101-02	2,545	1	YES	2,545	YES	2,629	2,629	2,600.92	$ 29,459.92	$ 1,293.04	$ 2,856.46	$ 33,609.41	$ 30,752.95
122 COLLINS AVE	219	050-101-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 COLLINS AVE	220	050-101-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 COLLINS AVE	221	050-101-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 COLLINS AVE 2	222	050-101-06	2,546	1	YES	2,546	YES	2,629	2,629	2,601.25	$ 29,463.69	$ 1,293.20	$ 2,856.82	$ 33,613.72	$ 30,756.89
114 COLLINS AVE	223	050-101-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 COLLINS AVE	224	050-101-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 COLLINS AVE	225	050-101-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
106 COLLINS AVE	226	050-101-10	3,394	1	YES	3,394	YES	2,629	2,629	2,883.92	$ 32,665.38	$ 1,433.73	$ 3,167.26	$ 37,266.37	$ 34,099.11
600 S BAY FRONT	227	050-101-26	3,824	1	YES	3,824	YES	2,629	2,629	3,027.25	$ 34,288.88	$ 1,504.99	$ 3,324.68	$ 39,118.55	$ 35,793.87
602 S BAY FRONT	228	050-101-27	3,824	1	YES	3,824	YES	2,629	2,629	3,027.25	$ 34,288.88	$ 1,504.99	$ 3,324.68	$ 39,118.55	$ 35,793.87
606 S BAY FRONT	229	050-101-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
610 S BAY	230	050-101-15	5,100	1	YES	5,100	YES	2,629	2,629	3,452.59	$ 39,106.52	$ 1,716.44	$ 3,791.80	$ 44,614.76	$ 40,822.96
107 RUBY AVE	231	050-101-16	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 RUBY AVE	232	050-101-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
113 RUBY AVE	233	050-101-18	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
117 RUBY AVE	234	050-101-19	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
119 RUBY AVE	235	050-101-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 RUBY AVE	236	050-101-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 RUBY AVE	237	050-101-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
125 RUBY AVE	238	050-101-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 RUBY AVE	239	050-101-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 RUBY AVE	240	050-091-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
203 RUBY AVE	241	050-091-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
205 RUBY AVE	242	050-091-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 RUBY AVE	243	050-091-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
209 RUBY AVE	244	050-091-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 RUBY AVE	245	050-091-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 RUBY AVE	246	050-091-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
215 RUBY AVE	247	050-091-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 RUBY AVE	248	050-091-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 RUBY AVE	249	050-091-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 RUBY AVE	250	050-091-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
223 RUBY AVE	251	050-091-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 RUBY AVE	252	050-091-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 RUBY AVE	253	050-091-26	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
301 RUBY AVE	254	050-081-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 RUBY AVE	255	050-081-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
305 RUBY AVE	256	050-081-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 RUBY AVE	257	050-081-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
309 RUBY AVE	258	050-081-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 RUBY AVE	259	050-081-16	3,824	1	YES	3,824	YES	2,629	2,629	3,027.25	$ 34,288.88	$ 1,504.99	$ 3,324.68	$ 39,118.55	$ 35,793.87
315 RUBY AVE	260	050-081-17	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
317 RUBY AVE	261	050-081-28	2,673	1	YES	2,673	YES	2,629	2,629	2,643.59	$ 29,943.19	$ 1,314.25	$ 2,903.32	$ 34,160.75	$ 31,257.44
319 RUBY AVE	262	050-081-27	2,426	1	YES	2,426	YES	2,629	2,629	2,561.25	$ 29,010.62	$ 1,273.32	$ 2,812.89	$ 33,096.83	$ 30,283.94
321 RUBY AVE	263	050-081-19	3,315	1	YES	3,315	YES	2,629	2,629	2,857.59	$ 32,367.11	$ 1,420.64	$ 3,138.34	$ 36,926.09	$ 33,787.75
701 N BAY FRONT	264	050-082-01	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
703 N BAY FRONT	265	050-082-28	2,580	1	YES	2,580	YES	2,629	2,629	2,612.59	$ 29,592.06	$ 1,298.84	$ 2,869.27	$ 33,760.17	$ 30,890.90
705 N BAY FRONT	266	050-082-27	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
707 N BAY FRONT	267	050-082-26	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
709 N BAY FRONT	268	050-082-25	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
711 N BAY FRONT	269	050-082-24	2,591	1	YES	2,591	YES	2,629	2,629	2,616.25	$ 29,633.59	$ 1,300.66	$ 2,873.30	$ 33,807.55	$ 30,934.25
322 RUBY AVE	270	050-082-02	2,630	1	YES	2,630	YES	2,629	2,629	2,629.25	$ 29,780.84	$ 1,307.12	$ 2,887.57	$ 33,975.54	$ 31,087.96
320 RUBY AVE	271	050-082-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 RUBY AVE	272	050-082-32	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 RUBY AVE	273	050-082-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 RUBY AVE	274	050-082-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
312 RUBY AVE	275	050-082-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 RUBY AVE	276	050-082-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 RUBY AVE	277	050-082-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 RUBY AVE	278	050-082-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 RUBY AVE	279	050-082-09	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
302 RUBY AVE	280	050-082-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 RUBY AVE	281	050-082-11	2,503	1	YES	2,503	YES	2,629	2,629	2,586.92	$ 29,301.34	$ 1,286.08	$ 2,841.08	$ 33,428.50	$ 30,587.42
226 RUBY AVE	282	050-092-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
224 RUBY AVE	283	050-092-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 RUBY AVE	284	050-092-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 RUBY AVE	285	050-092-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 RUBY AVE	286	050-092-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
216 RUBY AVE	287	050-092-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 RUBY AVE	288	050-092-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 RUBY AVE	289	050-092-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 RUBY AVE	290	050-092-09	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
208 RUBY AVE	291	050-092-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 RUBY AVE	292	050-092-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
204 RUBY AVE	293	050-092-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 RUBY AVE	294	050-092-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
706 PARK AVE	295	050-092-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 RUBY AVE	296	050-102-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 RUBY AVE	297	050-102-02	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
122 RUBY AVE	298	050-102-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 RUBY AVE	299	050-102-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 RUBY AVE	300	050-102-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
116 RUBY AVE	301	050-102-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
114 RUBY AVE	302	050-102-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 RUBY AVE	303	050-102-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 RUBY AVE	304	050-102-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
108 RUBY AVE	305	050-102-10	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
700 S BAY FRONT	306	050-102-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
702 S BAY FRONT	307	050-102-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
704 S BAY FRONT	308	050-102-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
706 S BAY FRONT	309	050-102-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
710 S BAY FRONT	310	050-102-14	5,100	1	YES	5,100	YES	2,629	2,629	3,452.59	$ 39,106.52	$ 1,716.44	$ 3,791.80	$ 44,614.76	$ 40,822.96
109 DIAMOND AVE	311	050-102-15	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 DIAMOND AVE	312	050-102-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
113 DIAMOND AVE	313	050-102-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 DIAMOND AVE	314	050-102-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 DIAMOND AVE	315	050-102-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
119 DIAMOND AVE	316	050-102-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 DIAMOND AVE	317	050-102-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 DIAMOND AVE	318	050-102-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 DIAMOND AVE	319	050-102-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 DIAMOND AVE	320	050-102-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 DIAMOND AVE	321	050-092-15	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
203 DIAMOND AVE	322	050-092-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
205 DIAMOND AVE	323	050-092-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 DIAMOND AVE	324	050-092-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 DIAMOND AVE	325	050-092-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 DIAMOND AVE	326	050-092-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 DIAMOND AVE	327	050-092-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 DIAMOND AVE	328	050-092-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 DIAMOND AVE	329	050-092-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 DIAMOND AVE	330	050-092-24	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
221 DIAMOND AVE	331	050-092-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
223 DIAMOND AVE	332	050-092-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 DIAMOND AVE	333	050-092-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 DIAMOND AVE	334	050-092-28	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
747 BALBOA AVE	335	050-082-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 DIAMOND AVE	336	050-082-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
305 DIAMOND AVE	337	050-082-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
307 DIAMOND AVE	338	050-082-15	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
309 DIAMOND AVE	339	050-082-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 DIAMOND AVE	340	050-082-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
313 DIAMOND AVE	341	050-082-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 DIAMOND AVE	342	050-082-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
317 DIAMOND AVE	343	050-082-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 DIAMOND AVE	344	050-082-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
321 DIAMOND AVE	345	050-082-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 DIAMOND AVE	346	050-082-23	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
801 N BAY FRONT	347	050-083-01	2,633	1	YES	2,633	YES	2,629	2,629	2,630.25	$ 29,792.17	$ 1,307.62	$ 2,888.67	$ 33,988.46	$ 31,099.79
803 N BAY FRONT	348	050-083-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
805 N BAY FRONT	349	050-083-29	3,950	1	YES	3,950	YES	2,629	2,629	3,069.25	$ 34,764.61	$ 1,525.87	$ 3,370.80	$ 39,661.28	$ 36,290.47
809 N BAY FRONT	350	050-083-28	3,951	1	YES	3,951	YES	2,629	2,629	3,069.59	$ 34,768.38	$ 1,526.03	$ 3,371.17	$ 39,665.58	$ 36,294.41

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
811 N BAY FRONT	351	050-083-27	2,379	1	YES	2,379	YES	2,629	2,629	2,545.59	$ 28,833.17	$ 1,265.53	$ 2,795.69	$ 32,894.39	$ 30,098.70
324 DIAMOND AVE	352	050-083-02	3,570	1	YES	3,570	YES	2,629	2,629	2,942.59	$ 33,329.89	$ 1,462.89	$ 3,231.69	$ 38,024.47	$ 34,792.78
322 DIAMOND AVE	353	050-083-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
320 DIAMOND AVE	354	050-083-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 DIAMOND AVE	355	050-083-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 DIAMOND AVE	356	050-083-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 DIAMOND AVE	357	050-083-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
312 DIAMOND AVE	358	050-083-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 DIAMOND AVE	359	050-083-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 DIAMOND AVE	360	050-083-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 DIAMOND AVE	361	050-083-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 DIAMOND AVE	362	050-083-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
302 DIAMOND AVE	363	050-083-13	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
300 DIAMOND AVE	364	050-083-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
226 DIAMOND AVE	365	050-093-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
224 DIAMOND AVE	366	050-093-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 DIAMOND AVE	367	050-093-03	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
220 DIAMOND AVE	368	050-093-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 DIAMOND AVE	369	050-093-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
216 DIAMOND AVE	370	050-093-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 DIAMOND AVE	371	050-093-07	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
212 DIAMOND AVE	372	050-093-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 DIAMOND AVE	373	050-093-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
208 DIAMOND AVE	374	050-093-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
206 DIAMOND AVE	375	050-093-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
204 DIAMOND AVE	376	050-093-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
202 DIAMOND AVE	377	050-093-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 DIAMOND AVE	378	050-093-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
126 DIAMOND AVE	379	050-103-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 DIAMOND AVE	380	050-103-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 DIAMOND AVE	381	050-103-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 DIAMOND AVE	382	050-103-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 DIAMOND AVE	383	050-103-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 DIAMOND AVE	384	050-103-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 DIAMOND AVE	385	050-103-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 DIAMOND AVE	386	050-103-08	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
110 DIAMOND AVE	387	050-103-26	2,554	1	YES	2,554	YES	2,629	2,629	2,603.92	$ 29,493.90	$ 1,294.53	$ 2,859.75	$ 33,648.18	$ 30,788.42
106 DIAMOND AVE	388	050-103-27	3,395	1	YES	3,395	YES	2,629	2,629	2,884.25	$ 32,669.16	$ 1,433.89	$ 3,167.63	$ 37,270.68	$ 34,103.05
800 S BAY FRONT	389	050-103-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
802 S BAY FRONT	390	050-103-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
804 S BAY FRONT	391	050-103-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
806 S BAY FRONT	392	050-103-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
808 S BAY FRONT	393	050-103-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
810 S BAY FRONT	394	050-103-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
107 SAPPHIRE AVE	395	050-103-16	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 SAPPHIRE AVE	396	050-103-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
113 SAPPHIRE AVE	397	050-103-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 SAPPHIRE AVE	398	050-103-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 SAPPHIRE AVE	399	050-103-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
119 SAPPHIRE AVE	400	050-103-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
121 SAPPHIRE AVE	401	050-103-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
123 SAPPHIRE AVE	402	050-103-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
125 SAPPHIRE AVE	403	050-103-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 SAPPHIRE AVE	404	050-103-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 SAPPHIRE AVE	405	050-093-30	1,350	1	YES	1,350	YES	2,629	2,629	2,202.59	$ 24,948.10	$ 1,095.01	$ 2,418.99	$ 28,462.09	$ 26,043.11
804 PARK AVE	406	050-093-31	1,200	1	YES	1,200	YES	2,629	2,629	2,152.59	$ 24,381.76	$ 1,070.15	$ 2,364.08	$ 27,815.99	$ 25,451.91
203 SAPPHIRE AVE	407	050-093-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
205 SAPPHIRE AVE	408	050-093-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 SAPPHIRE AVE	409	050-093-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
209 SAPPHIRE AVE	410	050-093-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 SAPPHIRE AVE	411	050-093-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 SAPPHIRE AVE	412	050-093-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 SAPPHIRE AVE	413	050-093-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 SAPPHIRE AVE	414	050-093-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 SAPPHIRE AVE	415	050-093-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 SAPPHIRE AVE	416	050-093-26	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
223 SAPPHIRE AVE	417	050-093-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 SAPPHIRE AVE	418	050-093-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 SAPPHIRE AVE	419	050-093-29	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
301 SAPPHIRE AVE	420	050-083-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 SAPPHIRE AVE	421	050-083-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
305 SAPPHIRE AVE	422	050-083-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 SAPPHIRE AVE	423	050-083-18	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
309 SAPPHIRE AVE	424	050-083-33	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 SAPPHIRE AVE	425	050-083-34	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
313 SAPPHIRE AVE	426	050-083-32	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 SAPPHIRE AVE	427	050-083-31	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
317 SAPPHIRE AVE	428	050-083-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 SAPPHIRE AVE	429	050-083-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 SAPPHIRE AVE	430	050-083-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
323 SAPPHIRE AVE	431	050-083-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 SAPPHIRE AVE	432	050-083-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
327 SAPPHIRE AVE	433	050-083-26	2,200	1	YES	2,200	YES	2,629	2,629	2,485.92	$ 28,157.34	$ 1,235.86	$ 2,730.16	$ 32,123.37	$ 29,393.21
901 N BAY FRONT	434	050-132-05	2,379	1	YES	2,379	YES	2,629	2,629	2,545.59	$ 28,833.17	$ 1,265.53	$ 2,795.69	$ 32,894.39	$ 30,098.70
903 N BAY FRONT	435	050-132-04	5,267	1	YES	5,267	YES	2,629	2,629	3,508.25	$ 39,737.04	$ 1,744.11	$ 3,852.94	$ 45,334.09	$ 41,481.16
907 N BAY FRONT	436	050-132-03	2,633	1	YES	2,633	YES	2,629	2,629	2,630.25	$ 29,792.17	$ 1,307.62	$ 2,888.67	$ 33,988.46	$ 31,099.79
909 W BAY AVE	437	050-132-02	2,633	1	YES	2,633	YES	2,629	2,629	2,630.25	$ 29,792.17	$ 1,307.62	$ 2,888.67	$ 33,988.46	$ 31,099.79
911 N BAY FRONT	438	050-132-01	2,633	1	YES	2,633	YES	2,629	2,629	2,630.25	$ 29,792.17	$ 1,307.62	$ 2,888.67	$ 33,988.46	$ 31,099.79
328 SAPPHIRE AVE	439	050-132-06	4,250	1	YES	4,250	YES	2,629	2,629	3,169.25	$ 35,897.28	$ 1,575.58	$ 3,480.63	$ 40,953.49	$ 37,472.86
324 SAPPHIRE AVE	440	050-132-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
322 SAPPHIRE AVE	441	050-132-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
320 SAPPHIRE AVE	442	050-132-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 SAPPHIRE AVE	443	050-132-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 SAPPHIRE AVE	444	050-132-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 SAPPHIRE AVE	445	050-132-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
312 SAPPHIRE AVE	446	050-132-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 SAPPHIRE AVE	447	050-132-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 SAPPHIRE AVE	448	050-132-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 SAPPHIRE AVE	449	050-132-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 SAPPHIRE AVE	450	050-132-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
302 SAPPHIRE AVE	451	050-132-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 SAPPHIRE AVE	452	050-132-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
226 SAPPHIRE AVE	453	050-121-01	2,551	1	YES	2,551	YES	2,629	2,629	2,602.92	$ 29,482.57	$ 1,294.03	$ 2,858.65	$ 33,635.25	$ 30,776.60
224 SAPPHIRE AVE	454	050-121-02	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
222 SAPPHIRE AVE	455	050-121-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 SAPPHIRE AVE	456	050-121-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 SAPPHIRE AVE	457	050-121-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
216 SAPPHIRE AVE	458	050-121-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 SAPPHIRE AVE	459	050-121-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 SAPPHIRE AVE	460	050-121-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 SAPPHIRE AVE	461	050-121-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
208 SAPPHIRE AVE	462	050-121-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 SAPPHIRE AVE	463	050-121-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
204 SAPPHIRE AVE	464	050-121-28	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
202 SAPPHIRE AVE	465	050-121-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 SAPPHIRE AVE	466	050-121-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 SAPPHIRE AVE	467	050-111-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 SAPPHIRE AVE	468	050-111-02	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
122 SAPPHIRE AVE	469	050-111-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 SAPPHIRE AVE	470	050-111-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 SAPPHIRE AVE	471	050-111-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 SAPPHIRE AVE	472	050-111-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
114 SAPPHIRE AVE	473	050-111-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 SAPPHIRE AVE	474	050-111-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 SAPPHIRE AVE	475	050-111-09	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
108 SAPPHIRE AVE	476	050-111-10	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
900 S BAY FRONT	477	050-111-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
902 S BAY FRONT	478	050-111-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
904 S BAY FRONT	479	050-111-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
906 S BAY FRONT	480	050-111-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
908 S BAY FRONT	481	050-111-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
910 S BAY FRONT	482	050-111-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
107 CORAL AVE	483	050-111-17	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 CORAL AVE	484	050-111-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
113 CORAL AVE	485	050-111-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 CORAL AVE	486	050-111-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 CORAL AVE	487	050-111-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
119 CORAL AVE	488	050-111-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 CORAL AVE	489	050-111-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 CORAL AVE	490	050-111-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 CORAL AVE	491	050-111-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 CORAL AVE	492	050-111-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 CORAL AVE	493	050-121-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
203 CORAL AVE	494	050-121-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
205 CORAL AVE	495	050-121-15	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
207 CORAL AVE	496	050-121-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 CORAL AVE	497	050-121-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
211 CORAL AVE	498	050-121-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 CORAL AVE	499	050-121-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 CORAL AVE	500	050-121-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
217 CORAL AVE	501	050-121-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 CORAL AVE	502	050-121-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 CORAL AVE	503	050-121-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 CORAL AVE	504	050-121-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 CORAL AVE	505	050-121-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 CORAL AVE	506	050-121-26	2,976	1	YES	2,976	YES	2,629	2,629	2,744.59	$ 31,087.19	$ 1,364.46	$ 3,014.24	$ 35,465.89	$ 32,451.65
301 CORAL AVE	507	050-132-20	5,099	1	YES	5,099	YES	2,629	2,629	3,452.25	$ 39,102.74	$ 1,716.27	$ 3,791.43	$ 44,610.45	$ 40,819.02
305 CORAL AVE	508	050-132-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 CORAL AVE	509	050-132-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
309 CORAL AVE	510	050-132-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 CORAL AVE	511	050-132-24	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
313 CORAL AVE	512	050-132-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 CORAL AVE	513	050-132-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
317 CORAL AVE	514	050-132-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
319 CORAL AVE	515	050-132-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 CORAL AVE	516	050-132-29	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
323 CORAL AVE	517	050-132-30	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
325 CORAL AVE	518	050-132-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
327 CORAL AVE	519	050-132-33	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
331 CORAL AVE	520	050-132-34	3,204	1	YES	3,204	YES	2,629	2,629	2,820.59	$ 31,948.02	$ 1,402.24	$ 3,097.71	$ 36,447.97	$ 33,350.27
1001 N BAY FRONT	521	050-131-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1003 N BAY FRONT	522	050-131-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1005 N BAY FRONT	523	050-131-04	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1007 N BAY FRONT	524	050-131-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1009 N BAY FRONT	525	050-131-02	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1011 N BAY FRONT	526	050-131-01	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
330 CORAL AVE	527	050-131-07	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
328 CORAL AVE	528	050-131-08	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
324 CORAL AVE	529	050-131-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
322 CORAL AVE	530	050-131-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
320 CORAL AVE	531	050-131-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 CORAL AVE	532	050-131-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 CORAL AVE	533	050-131-13	2,975	1	YES	2,975	YES	2,629	2,629	2,744.25	$ 31,083.42	$ 1,364.29	$ 3,013.87	$ 35,461.58	$ 32,447.71
314 CORAL AVE	534	050-131-14	2,125	1	YES	2,125	YES	2,629	2,629	2,460.92	$ 27,874.17	$ 1,223.44	$ 2,702.70	$ 31,800.31	$ 29,097.61
312 CORAL AVE	535	050-131-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 CORAL AVE	536	050-131-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 CORAL AVE	537	050-131-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 CORAL AVE	538	050-131-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 CORAL AVE	539	050-131-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
302 CORAL AVE	540	050-131-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 CORAL AVE	541	050-131-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1005 BALBOA AVE	542	050-122-26	1,140	1	YES	1,140	YES	2,629	2,629	2,132.59	$ 24,155.23	$ 1,060.21	$ 2,342.11	$ 27,557.55	$ 25,215.44
226 CORAL AVE	543	050-122-37	3,960	1	YES	3,960	YES	2,629	2,629	3,072.59	$ 34,802.36	$ 1,527.52	$ 3,374.46	$ 39,704.35	$ 36,329.88
222 CORAL AVE	544	050-122-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 CORAL AVE	545	050-122-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 CORAL AVE	546	050-122-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
216 CORAL AVE	547	050-122-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 CORAL AVE	548	050-122-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 CORAL AVE	549	050-122-08	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
210 CORAL AVE	550	050-122-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
208 CORAL AVE	551	050-122-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
206 CORAL AVE	552	050-122-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
204 CORAL AVE	553	050-122-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
202 CORAL AVE	554	050-122-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1000 PARK AVE	555	050-122-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
126 CORAL AVE	556	050-112-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 CORAL AVE	557	050-112-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 CORAL AVE	558	050-112-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 CORAL AVE	559	050-112-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 CORAL AVE	560	050-112-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 CORAL AVE	561	050-112-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
114 CORAL AVE	562	050-112-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 CORAL AVE	563	050-112-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 CORAL AVE	564	050-112-09	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
106 CORAL AVE	565	050-112-10	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
1000 S BAY FRONT	566	050-112-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1002 S BAY FRONT	567	050-112-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1004 S BAY FRONT	568	050-112-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1006 S BAY FRONT	569	050-112-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1008 S BAY FRONT	570	050-112-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1010 S BAY FRONT	571	050-112-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
107 APOLENA AVE	572	050-112-16	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 APOLENA AVE	573	050-112-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 APOLENA AVE	574	050-112-28	5,099	1	YES	5,099	YES	2,629	2,629	3,452.25	$ 39,102.74	$ 1,716.27	$ 3,791.43	$ 44,610.45	$ 40,819.02
117 APOLENA AVE	575	050-112-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
119 APOLENA AVE	576	050-112-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 APOLENA AVE	577	050-112-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 APOLENA AVE	578	050-112-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 APOLENA AVE	579	050-112-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 APOLENA AVE	580	050-112-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
201 APOLENA AVE	581	050-122-15	2,395	1	YES	2,395	YES	2,629	2,629	2,550.92	$ 28,893.58	$ 1,268.18	$ 2,801.54	$ 32,963.30	$ 30,161.76
1006 PARK AVE	582	050-122-14	2,700	1	YES	2,700	YES	2,629	2,629	2,652.59	$ 30,045.13	$ 1,318.72	$ 2,913.20	$ 34,277.05	$ 31,363.85
205 APOLENA AVE	583	050-122-35	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
207 APOLENA AVE	584	050-122-36	2,804	1	YES	2,804	YES	2,629	2,629	2,687.25	$ 30,437.79	$ 1,335.96	$ 2,951.27	$ 34,725.02	$ 31,773.75
209 APOLENA AVE	585	050-122-33	3,570	1	YES	3,570	YES	2,629	2,629	2,942.59	$ 33,329.89	$ 1,462.89	$ 3,231.69	$ 38,024.47	$ 34,792.78
211 APOLENA AVE	586	050-122-34	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
215 APOLENA AVE	587	050-122-18	3,824	1	YES	3,824	YES	2,629	2,629	3,027.25	$ 34,288.88	$ 1,504.99	$ 3,324.68	$ 39,118.55	$ 35,793.87
217 APOLENA AVE	588	050-122-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 APOLENA AVE	589	050-122-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
221 APOLENA AVE	590	050-122-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 APOLENA AVE	591	050-122-22	2,125	1	YES	2,125	YES	2,629	2,629	2,460.92	$ 27,874.17	$ 1,223.44	$ 2,702.70	$ 31,800.31	$ 29,097.61
225 APOLENA AVE	592	050-122-23	2,544	1	YES	2,544	YES	2,629	2,629	2,600.59	$ 29,456.14	$ 1,292.87	$ 2,856.09	$ 33,605.10	$ 30,749.01
227 APOLENA AVE	593	050-122-24	2,260	1	YES	2,260	YES	2,629	2,629	2,505.92	$ 28,383.88	$ 1,245.81	$ 2,752.12	$ 32,381.81	$ 29,629.68
1007 BALBOA AVE	594	050-122-25	1,140	1	YES	1,140	YES	2,629	2,629	2,132.59	$ 24,155.23	$ 1,060.21	$ 2,342.11	$ 27,557.55	$ 25,215.44
301 APOLENA AVE	595	050-131-38	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 APOLENA AVE	596	050-131-37	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
305 APOLENA AVE	597	050-131-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 APOLENA AVE	598	050-131-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
309 APOLENA AVE	599	050-131-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 APOLENA AVE	600	050-131-27	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
313 APOLENA AVE	601	050-131-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 APOLENA AVE	602	050-131-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
317 APOLENA AVE	603	050-131-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 APOLENA AVE	604	050-131-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 APOLENA AVE	605	050-131-32	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
323 APOLENA AVE	606	050-131-33	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 APOLENA AVE	607	050-131-34	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
327 APOLENA AVE	608	050-131-35	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
333 APOLENA AVE	609	050-131-36	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
1101 N BAY FRONT	610	050-142-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1103 N BAY FRONT	611	050-142-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1105 N BAY FRONT	612	050-142-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1107 N BAY FRONT	613	050-142-03	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1109 N BAY FRONT	614	050-142-02	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1111 N BAY FRONT	615	050-142-01	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
330 APOLENA AVE	616	050-142-07	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
326 APOLENA AVE	617	050-142-38	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
324 APOLENA AVE	618	050-142-37	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
322 APOLENA AVE	619	050-142-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
320 APOLENA AVE	620	050-142-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 APOLENA AVE	621	050-142-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 APOLENA AVE	622	050-142-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 APOLENA AVE	623	050-142-13	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
312 APOLENA AVE	624	050-142-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 APOLENA AVE	625	050-142-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 APOLENA AVE	626	050-142-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 APOLENA AVE	627	050-142-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 APOLENA AVE	628	050-142-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
302 APOLENA AVE	629	050-142-35	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 APOLENA AVE	630	050-142-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1103 BALBOA AVE	631	050-123-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
224 APOLENA AVE	632	050-123-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 APOLENA AVE	633	050-123-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 APOLENA AVE	634	050-123-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 APOLENA AVE	635	050-123-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
216 APOLENA AVE	636	050-123-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
214 APOLENA AVE	637	050-123-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
212 APOLENA AVE	638	050-123-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 APOLENA AVE	639	050-123-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
208 APOLENA AVE	640	050-123-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 APOLENA AVE	641	050-123-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
204 APOLENA AVE	642	050-123-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
202 APOLENA AVE	643	050-123-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1104 PARK AVE	644	050-123-14	1,200	1	YES	1,200	YES	2,629	2,629	2,152.59	$ 24,381.76	$ 1,070.15	$ 2,364.08	$ 27,815.99	$ 25,451.91
200 APOLENA AVE	645	050-123-13	1,350	1	YES	1,350	YES	2,629	2,629	2,202.59	$ 24,948.10	$ 1,095.01	$ 2,418.99	$ 28,462.09	$ 26,043.11
126 APOLENA AVE	646	050-113-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 APOLENA AVE	647	050-113-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 APOLENA AVE	648	050-113-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 APOLENA AVE	649	050-113-04	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
118 APOLENA AVE	650	050-113-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
116 APOLENA AVE	651	050-113-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 APOLENA AVE	652	050-113-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 APOLENA AVE	653	050-113-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 APOLENA AVE	654	050-113-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
106 APOLENA AVE	655	050-113-10	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
1100 S BAY FRONT	656	050-113-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1102 S BAY FRONT	657	050-113-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1104 S BAY FRONT	658	050-113-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1106 S BAY FRONT	659	050-113-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1108 S BAY FRONT	660	050-113-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1110 S BAY FRONT	661	050-113-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
107 AMETHYST AVE	662	050-113-16	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
111 AMETHYST AVE	663	050-113-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
113 AMETHYST AVE	664	050-113-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 AMETHYST AVE	665	050-113-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 AMETHYST AVE	666	050-113-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
119 AMETHYST AVE	667	050-113-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
121 AMETHYST AVE	668	050-113-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 AMETHYST AVE	669	050-113-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
125 AMETHYST AVE	670	050-113-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 AMETHYST AVE	671	050-113-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 AMETHYST AVE	672	050-123-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
203 AMETHYST AVE	673	050-123-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
205 AMETHYST AVE	674	050-123-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
207 AMETHYST AVE	675	050-123-18	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
209 AMETHYST AVE	676	050-123-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 AMETHYST AVE	677	050-123-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
213 AMETHYST AVE	678	050-123-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 AMETHYST AVE	679	050-123-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 AMETHYST AVE	680	050-123-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
219 AMETHYST AVE	681	050-123-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 AMETHYST AVE	682	050-123-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 AMETHYST AVE	683	050-123-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 AMETHYST AVE	684	050-123-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1109 BALBOA AVE	685	050-123-28	1,620	1	YES	1,620	YES	2,629	2,629	2,292.59	$ 25,967.51	$ 1,139.75	$ 2,517.83	$ 29,625.09	$ 27,107.26
1107 BALBOA AVE	686	050-123-29	930	1	YES	930	YES	2,629	2,629	2,062.59	$ 23,362.36	$ 1,025.41	$ 2,265.23	$ 26,653.00	$ 24,387.76
301 AMETHYST AVE	687	050-142-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 AMETHYST AVE	688	050-142-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
305 AMETHYST AVE	689	050-142-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
307 AMETHYST AVE	690	050-142-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
309 AMETHYST AVE	691	050-142-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 AMETHYST AVE	692	050-142-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
313 AMETHYST AVE	693	050-142-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 AMETHYST AVE	694	050-142-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
317 AMETHYST AVE	695	050-142-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 AMETHYST AVE	696	050-142-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 AMETHYST AVE	697	050-142-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
323 AMETHYST AVE	698	050-142-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 AMETHYST AVE	699	050-142-32	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
327 AMETHYST AVE	700	050-142-33	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
333 AMETHYST AVE	701	050-142-34	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
1201 N BAY FRONT	702	050-141-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1203 N BAY FRONT	703	050-141-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1205 N BAY FRONT	704	050-141-37	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1207 N BAY FRONT	705	050-141-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1209 N BAY FRONT	706	050-141-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1211 N BAY FRONT	707	050-141-01	1,350	1	YES	1,350	YES	2,629	2,629	2,202.59	$ 24,948.10	$ 1,095.01	$ 2,418.99	$ 28,462.09	$ 26,043.11
339 ONYX AVE	708	050-141-35	1,200	1	YES	1,200	YES	2,629	2,629	2,152.59	$ 24,381.76	$ 1,070.15	$ 2,364.08	$ 27,815.99	$ 25,451.91
330 AMETHYST AVE	709	050-141-06	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
328 AMETHYST AVE	710	050-141-07	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
324 AMETHYST AVE	711	050-141-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
322 AMETHYST AVE	712	050-141-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
320 AMETHYST AVE	713	050-141-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
318 AMETHYST AVE	714	050-141-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 AMETHYST AVE	715	050-141-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 AMETHYST AVE	716	050-141-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
312 AMETHYST AVE	717	050-141-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
310 AMETHYST AVE	718	050-141-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 AMETHYST AVE	719	050-141-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
306 AMETHYST AVE	720	050-141-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
304 AMETHYST AVE	721	050-141-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
302 AMETHYST AVE	722	050-141-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 AMETHYST AVE	723	050-141-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
226 AMETHYST AVE	724	050-161-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
224 AMETHYST AVE	725	050-161-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 AMETHYST AVE	726	050-161-03	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
220 AMETHYST AVE	727	050-161-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 AMETHYST AVE	728	050-161-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
216 AMETHYST AVE	729	050-161-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
214 AMETHYST AVE	730	050-161-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 AMETHYST AVE	731	050-161-08	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
210 AMETHYST AVE	732	050-161-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
208 AMETHYST AVE	733	050-161-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
206 AMETHYST AVE	734	050-161-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
204 AMETHYST AVE	735	050-161-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
202 AMETHYST AVE	736	050-161-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 AMETHYST AVE	737	050-161-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1205 PARK AVE	738	050-171-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
124 AMETHYST AVE	739	050-171-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 AMETHYST AVE	740	050-171-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 AMETHYST AVE	741	050-171-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 AMETHYST AVE	742	050-171-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
116 AMETHYST AVE	743	050-171-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 AMETHYST AVE	744	050-171-07	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
112 AMETHYST AVE	745	050-171-08	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
110 AMETHYST AVE	746	050-171-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
106 AMETHYST AVE	747	050-171-10	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
1200 S BAY FRONT	748	050-171-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1202 S BAY FRONT	749	050-171-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1204 S BAY FRONT	750	050-171-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
1206 S BAY FRONT	751	050-171-14	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1208 S BAY FRONT	752	050-171-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1210 S BAY FRONT	753	050-171-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
109 ONYX AVE	754	050-171-27	2,554	1	YES	2,554	YES	2,629	2,629	2,603.92	$ 29,493.90	$ 1,294.53	$ 2,859.75	$ 33,648.18	$ 30,788.42
111 ONYX AVE	755	050-171-26	2,554	1	YES	2,554	YES	2,629	2,629	2,603.92	$ 29,493.90	$ 1,294.53	$ 2,859.75	$ 33,648.18	$ 30,788.42
113 ONYX AVE	756	050-171-18	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
115 ONYX AVE	757	050-171-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 ONYX AVE	758	050-171-20	5,099	1	YES	5,099	YES	2,629	2,629	3,452.25	$ 39,102.74	$ 1,716.27	$ 3,791.43	$ 44,610.45	$ 40,819.02
121 ONYX AVE	759	050-171-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 ONYX AVE	760	050-171-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
125 ONYX AVE	761	050-171-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 ONYX AVE	762	050-171-24	1,560	1	YES	1,560	YES	2,629	2,629	2,272.59	$ 25,740.97	$ 1,129.81	$ 2,495.87	$ 29,366.64	$ 26,870.78
1207 PARK AVE	763	050-171-25	990	1	YES	990	YES	2,629	2,629	2,082.59	$ 23,588.89	$ 1,035.35	$ 2,287.20	$ 26,911.44	$ 24,624.24
201 ONYX AVE	764	050-161-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
203 ONYX AVE	765	050-161-16	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
205 ONYX AVE	766	050-161-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
207 ONYX AVE	767	050-161-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 ONYX AVE	768	050-161-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
211 ONYX AVE	769	050-161-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 ONYX AVE	770	050-161-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 ONYX AVE	771	050-161-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 ONYX AVE	772	050-161-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 ONYX AVE	773	050-161-24	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
221 ONYX AVE	774	050-161-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 ONYX AVE	775	050-161-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 ONYX AVE	776	050-161-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 ONYX AVE	777	050-161-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
301 ONYX AVE	778	050-141-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
303 ONYX AVE	779	050-141-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 ONYX AVE	780	050-141-23	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
309 ONYX AVE	781	050-141-24	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
311 ONYX AVE	782	050-141-25	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
313 ONYX AVE	783	050-141-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 ONYX AVE	784	050-141-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
317 ONYX AVE	785	050-141-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 ONYX AVE	786	050-141-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 ONYX AVE	787	050-141-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
323 ONYX AVE	788	050-141-31	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 ONYX AVE	789	050-141-32	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
327 ONYX AVE	790	050-141-33	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
333 ONYX AVE	791	050-141-34	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
1301 N BAY FRONT	792	050-152-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1303 N BAY FRONT	793	050-152-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1305 N BAY FRONT	794	050-152-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1307 N BAY FRONT	795	050-152-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1309 N BAY FRONT	796	050-152-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1311 N BAY FRONT	797	050-152-01	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
330 ONYX AVE	798	050-152-07	3,400	1	YES	3,400	YES	2,629	2,629	2,885.92	$ 32,688.04	$ 1,434.72	$ 3,169.46	$ 37,292.22	$ 34,122.76
326 ONYX AVE	799	050-152-08	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
324 ONYX AVE	800	050-152-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
322 ONYX AVE	801	050-152-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
320 ONYX AVE	802	050-152-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
318 ONYX AVE	803	050-152-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
316 ONYX AVE	804	050-152-35	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
314 ONYX AVE	805	050-152-34	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
312 ONYX AVE	806	050-152-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
310 ONYX AVE	807	050-152-15	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
308 ONYX AVE	808	050-152-16	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
306 ONYX AVE	809	050-152-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
304 ONYX AVE	810	050-152-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
302 ONYX AVE	811	050-152-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
300 ONYX AVE	812	050-152-20	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
226 ONYX AVE	813	050-162-01	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
224 ONYX AVE	814	050-162-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
222 ONYX AVE	815	050-162-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
220 ONYX AVE	816	050-162-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 ONYX AVE	817	050-162-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
216 ONYX AVE	818	050-162-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
214 ONYX AVE	819	050-162-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
212 ONYX AVE	820	050-162-08	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 ONYX AVE	821	050-162-09	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
208 ONYX AVE	822	050-162-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 ONYX AVE	823	050-162-11	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
204 ONYX AVE	824	050-162-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
202 ONYX AVE	825	050-162-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 ONYX AVE	826	050-162-14	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
126 ONYX AVE	827	050-172-01	1,380	1	YES	1,380	YES	2,629	2,629	2,212.59	$ 25,061.37	$ 1,099.98	$ 2,429.97	$ 28,591.32	$ 26,161.35
1305 PARK AVE	828	050-172-24	1,170	1	YES	1,170	YES	2,629	2,629	2,142.59	$ 24,268.50	$ 1,065.18	$ 2,353.09	$ 27,686.77	$ 25,333.67
124 ONYX AVE	829	050-172-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
122 ONYX AVE	830	050-172-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
120 ONYX AVE	831	050-172-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 ONYX AVE	832	050-172-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 ONYX AVE	833	050-172-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
114 ONYX AVE	834	050-172-26	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
112 ONYX AVE	835	050-172-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 ONYX AVE	836	050-172-08	2,966	1	YES	2,966	YES	2,629	2,629	2,741.25	$ 31,049.44	$ 1,362.80	$ 3,010.58	$ 35,422.82	$ 32,412.24
108 ONYX AVE	837	050-172-09	2,982	1	YES	2,982	YES	2,629	2,629	2,746.59	$ 31,109.84	$ 1,365.45	$ 3,016.44	$ 35,491.73	$ 32,475.30
104 ONYX AVE	838	050-172-10	1,050	1	YES	1,050	YES	2,629	2,629	2,102.59	$ 23,815.43	$ 1,045.29	$ 2,309.16	$ 27,169.88	$ 24,860.72
1300 S BAY FRONT	839	050-172-11	1,500	1	YES	1,500	YES	2,629	2,629	2,252.59	$ 25,514.44	$ 1,119.86	$ 2,473.90	$ 29,108.20	$ 26,634.30
1302 S BAY FRONT	840	050-172-12	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1304 S BAY FRONT	841	050-172-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1306 S BAY FRONT	842	050-172-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1310 S BAY FRONT	843	050-172-29	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1314 W BAY AVE	844	050-172-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
105 MARINE AVE	845	050-172-15	3,399	1	YES	3,399	YES	2,629	2,629	2,885.59	$ 32,684.26	$ 1,434.56	$ 3,169.09	$ 37,287.91	$ 34,118.82
111 MARINE AVE	846	050-172-16	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
113 MARINE AVE	847	050-172-17	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
115 MARINE AVE	848	050-172-18	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
117 MARINE AVE	849	050-172-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
119 MARINE AVE	850	050-172-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
121 MARINE AVE	851	050-172-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
123 MARINE AVE	852	050-172-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
127 MARINE AVE	853	050-172-23	4,499	1	YES	4,499	YES	2,629	2,629	3,252.25	$ 36,837.40	$ 1,616.84	$ 3,571.78	$ 42,026.03	$ 38,454.24
201 MARINE AVE	854	050-162-15	2,412	1	YES	2,412	YES	2,629	2,629	2,556.59	$ 28,957.77	$ 1,271.00	$ 2,807.77	$ 33,036.53	$ 30,228.76
203 MARINE AVE	855	050-162-16	5,237	1	YES	5,237	YES	2,629	2,629	3,498.25	$ 39,623.77	$ 1,739.14	$ 3,841.95	$ 45,204.87	$ 41,362.92
207 MARINE AVE	856	050-162-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 MARINE AVE	857	050-162-18	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
211 MARINE AVE	858	050-162-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 MARINE AVE	859	050-162-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
215 MARINE AVE	860	050-162-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
217 MARINE AVE	861	050-162-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
219 MARINE AVE	862	050-162-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 MARINE AVE	863	050-162-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 MARINE AVE	864	050-162-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
225 MARINE AVE	865	050-162-26	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
229 MARINE AVE	866	050-162-30	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
301 MARINE AVE	867	050-152-21	4,500	1	YES	4,500	YES	2,629	2,629	3,252.59	$ 36,841.17	$ 1,617.01	$ 3,572.15	$ 42,030.33	$ 38,458.18
305 MARINE AVE	868	050-152-22	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
309 MARINE AVE	869	050-152-23	4,500	1	YES	4,500	YES	2,629	2,629	3,252.59	$ 36,841.17	$ 1,617.01	$ 3,572.15	$ 42,030.33	$ 38,458.18
311 MARINE AVE	870	050-152-24	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
313 MARINE AVE	871	050-152-25	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
315 MARINE AVE	872	050-152-26	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
317 MARINE AVE	873	050-152-27	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
319 MARINE AVE	874	050-152-28	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
321 MARINE AVE	875	050-152-29	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
323 MARINE AVE	876	050-152-30	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
325 MARINE AVE	877	050-152-31	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
329 MARINE AVE	878	050-152-32	3,000	1	YES	3,000	YES	2,629	2,629	2,752.59	$ 31,177.81	$ 1,368.44	$ 3,023.03	$ 35,569.27	$ 32,546.24
333 MARINE AVE	879	050-152-33	3,000	1	YES	3,000	YES	2,629	2,629	2,752.59	$ 31,177.81	$ 1,368.44	$ 3,023.03	$ 35,569.27	$ 32,546.24
1401 N BAY FRONT	880	050-151-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1403 N BAY FRONT	881	050-151-04	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1405 N BAY FRONT	882	050-151-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1407 N BAY FRONT	883	050-151-02	3,825	1	YES	3,825	YES	2,629	2,629	3,027.59	$ 34,292.66	$ 1,505.15	$ 3,325.04	$ 39,122.85	$ 35,797.81
1411 N BAY FRONT	884	050-151-01	3,824	1	YES	3,824	YES	2,629	2,629	3,027.25	$ 34,288.88	$ 1,504.99	$ 3,324.68	$ 39,118.55	$ 35,793.87
332 MARINE AVE	885	050-151-06	2,951	1	YES	2,951	YES	2,629	2,629	2,736.25	$ 30,992.80	$ 1,360.32	$ 3,005.09	$ 35,358.21	$ 32,353.12
326 MARINE AVE	886	050-151-39	3,000	1	YES	3,000	YES	2,629	2,629	2,752.59	$ 31,177.81	$ 1,368.44	$ 3,023.03	$ 35,569.27	$ 32,546.24
324 MARINE AVE	887	050-151-38	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
322 MARINE AVE	888	050-151-08	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
320 MARINE AVE B	889	050-151-09	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
318 MARINE AVE	890	050-151-10	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
316 MARINE AVE	891	050-151-11	4,500	1	YES	4,500	YES	2,629	2,629	3,252.59	$ 36,841.17	$ 1,617.01	$ 3,572.15	$ 42,030.33	$ 38,458.18
312 MARINE AVE	892	050-151-13	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
310 MARINE AVE	893	050-151-14	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
308 MARINE AVE	894	050-151-15	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
306 MARINE AVE	895	050-151-16	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
304 MARINE AVE	896	050-151-17	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
302 MARINE AVE	897	050-151-18	2,249	1	YES	2,249	YES	2,629	2,629	2,502.25	$ 28,342.35	$ 1,243.98	$ 2,748.10	$ 32,334.43	$ 29,586.33
300 MARINE AVE	898	050-151-19	2,250	1	YES	2,250	YES	2,629	2,629	2,502.59	$ 28,346.12	$ 1,244.15	$ 2,748.46	$ 32,338.73	$ 29,590.27
226 MARINE AVE	899	050-163-01	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
224 MARINE AVE	900	050-163-02	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
222 MARINE AVE	901	050-163-03	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
220 MARINE AVE	902	050-163-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
218 MARINE AVE	903	050-163-05	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
216 MARINE AVE	904	050-163-06	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
214 MARINE AVE	905	050-163-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
210 MARINE AVE	906	050-163-08	5,100	1	YES	5,100	YES	2,629	2,629	3,452.59	$ 39,106.52	$ 1,716.44	$ 3,791.80	$ 44,614.76	$ 40,822.96
208 MARINE AVE	907	050-163-10	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
206 MARINE AVE	908	050-163-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
204 MARINE AVE	909	050-163-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
200 MARINE AVE	910	050-163-13	5,091	1	YES	5,091	YES	2,629	2,629	3,449.59	$ 39,072.54	$ 1,714.95	$ 3,788.50	$ 44,575.99	$ 40,787.49
124 MARINE AVE	911	050-173-01*	4,479	1	YES	4,479	YES	2,629	2,629	3,245.59	$ 36,761.89	$ 1,613.53	$ 3,564.46	$ 41,939.88	$ 38,375.42
122 MARINE AVE	912	050-173-02	2,541	1	YES	2,541	YES	2,629	2,629	2,599.59	$ 29,444.81	$ 1,292.37	$ 2,854.99	$ 33,592.18	$ 30,737.19
120 MARINE AVE	913	050-173-03	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
118 MARINE AVE	914	050-173-04	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
116 MARINE AVE	915	050-173-05	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
114 MARINE AVE	916	050-173-06	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
112 MARINE AVE	917	050-173-07	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
110 MARINE AVE	918	050-173-08	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
106 MARINE AVE	919	050-173-09	3,408	1	YES	3,408	YES	2,629	2,629	2,888.59	$ 32,718.24	$ 1,436.05	$ 3,172.39	$ 37,326.68	$ 34,154.29
1400 S BAY FRONT	920	050-173-10	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
1402 S BAY FRONT	921	050-173-11	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1404 S BAY FRONT	922	050-173-12	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1406 S BAY FRONT	923	050-173-13	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
1410 S BAY FRONT	924	050-173-14	5,100	1	YES	5,100	YES	2,629	2,629	3,452.59	$ 39,106.52	$ 1,716.44	$ 3,791.80	$ 44,614.76	$ 40,822.96
109 GRAND CANAL	925	050-173-15	3,404	1	YES	3,404	YES	2,629	2,629	2,887.25	$ 32,703.14	$ 1,435.39	$ 3,170.92	$ 37,309.45	$ 34,138.52
111 GRAND CANAL	926	050-173-16	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
113 GRAND CANAL	927	050-173-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
115 GRAND CANAL	928	050-173-18	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
117 GRAND CANAL	929	050-173-19	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
119 GRAND CANAL	930	050-173-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
121 GRAND CANAL	931	050-173-21	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
123 GRAND CANAL	932	050-173-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
125 GRAND CANAL	933	050-173-23	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
127 GRAND CANAL	934	050-173-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
201 GRAND CANAL	935	050-163-14	2,541	1	YES	2,541	YES	2,629	2,629	2,599.59	$ 29,444.81	$ 1,292.37	$ 2,854.99	$ 33,592.18	$ 30,737.19
203 GRAND CANAL	936	050-163-15	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
205 GRAND CANAL	937	050-163-16	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
207 GRAND CANAL	938	050-163-17	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
209 GRAND CANAL	939	050-163-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
211 GRAND CANAL	940	050-163-26	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
213 GRAND CANAL	941	050-163-19	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
215 GRAND CANAL	942	050-163-20	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
217 GRAND CANAL	943	050-163-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
219 GRAND CANAL	944	050-163-28	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
221 GRAND CANAL	945	050-163-22	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
223 GRAND CANAL	946	050-163-23	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
225 GRAND CANAL	947	050-163-24	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
227 GRAND CANAL	948	050-163-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
301 GRAND CANAL	949	050-151-36	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
303 GRAND CANAL	950	050-151-35	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66

*CITY OWNED PARCEL; NOT INCLUDED IN PRELIMINARY ENGINEER'S REPORT DEBT LIMIT VALUATION

Property Address	Asmt No.	Assessor's Parcel Number	Parcel Area (sf)	Assigned Connections	Aesthetics Benefit (YES/NO)	Aesthetics Benefit Area	Safety Benefit (YES/NO)	Safety Benefit Area	Reliability Benefit Area	Assessed Benefit Area	Total Design, Construction, & Contingency Costs*	Incidental Expenses	Financial Costs	Preliminary Total Assessment	Cash Payments
305 GRAND CANAL	951	050-151-21	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
307 GRAND CANAL	952	050-151-22	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
309 GRAND CANAL	953	050-151-37	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
311 GRAND CANAL	954	050-151-24	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
313 GRAND CANAL	955	050-151-25	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
315 GRAND CANAL	956	050-151-26	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
317 GRAND CANAL	957	050-151-27	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
319 GRAND CANAL	958	050-151-41	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
321 GRAND CANAL	959	050-151-40	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
323 GRAND CANAL	960	050-151-29	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
325 GRAND CANAL	961	050-151-30	2,549	1	YES	2,549	YES	2,629	2,629	2,602.25	$ 29,475.02	$ 1,293.70	$ 2,857.92	$ 33,626.64	$ 30,768.72
327 GRAND CANAL	962	050-151-42	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
331 GRAND CANAL	963	050-151-43	2,550	1	YES	2,550	YES	2,629	2,629	2,602.59	$ 29,478.80	$ 1,293.86	$ 2,858.29	$ 33,630.95	$ 30,772.66
333 GRAND CANAL	964	050-151-33	1,700	1	YES	1,700	YES	2,629	2,629	2,319.25	$ 26,269.55	$ 1,153.01	$ 2,547.12	$ 29,969.68	$ 27,422.56
303 COLLINS AVE	965	937-170-51	921	1	YES	921	YES	2,629	2,629	2,059.59	$ 23,328.38	$ 1,023.91	$ 2,261.94	$ 26,614.23	$ 24,352.29
202 COLLINS AVE	966	050-091-29	2,491	1	YES	2,491	YES	2,629	2,629	2,582.92	$ 29,256.04	$ 1,284.09	$ 2,836.69	$ 33,376.81	$ 30,540.12
									Totals	**2,539,496.00**	**$ 28,764,200.00**	**$ 1,262,500.00**	**$ 2,789,000.00**	**$ 32,815,700.00**	**$ 30,026,700.00**

Jeffrey M. Cooper, P.E.
Vice President
NV5
Phone: (949) 585-0477
Email: Jeff.Cooper@nv5.com

Attachment C

Notice of Exemption

CITY OF NEWPORT BEACH

100 Civic Center Dr - P.O. Box 1768
Newport Beach, CA 92658-8915
(949) 644-3311

NOTICE OF EXEMPTION

To:

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ Orange County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92701

From: City of Newport Beach
Public Works Department
100 Civic Center Drive, **Bay 2D**
Newport Beach, CA 92660
(Orange County)

Date received for filing at OPR:

Name of Project: *Underground Utility Assessment District No. 124 – Central Balboa Island*

Project Location: *Central Balboa Island between North and South Bayfronts, Agate Avenue and Grand Canal.*

Project Location-City: *Newport Beach* *Project Location-County:* *Orange*

Project Description: *The project consists of undergrounding existing overhead utilities.*

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b)(1);15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a);

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c);

√ Categorical Exemption. State type and section number._ 15302(d) (conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding)

☐ Statutory Exemptions. State code number:_____

☐ General Rule (Sec. 15061(b)(3))

Reasons why project is exempt: The Secretary for Resources has found that conversion of overhead electric utility distribution system facilities to underground locations where the surface is restored to the condition prior to undergrounding does not have a significant effect on the environment.

Name of Public Agency Approving Project: City of Newport Beach
Date of Approval: 2/23/2021
Name of Person or Agency Carrying Out Project: City of Newport Beach – Public Works Dept.

Contact Person: Michael J. Sinacori **Title:** **Assistant City Engineer**

Signature: Michael J. Sinacori Tel.No. **949.644.3342** Date: **2/11/2021**

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CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
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:	Theresa Schweitzer, PW Finance/Administrative Manager tschweitzer@newportbeachca.gov
PHONE:	949-644-3335
TITLE:	Resolution No. 2021-52 Specifying Uses for FY 2021-22 RMRA Funding from the Road Repair and Accountability Act of 2017

ABSTRACT:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for FY 2021-22 funding, the City of Newport Beach (City) must submit a project list to the California Transportation Commission (CTC) by July 1, 2021, along with a resolution documenting the approval of the City's project list.

RECOMMENDATION:

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. 2021-52, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a List of Projects for Fiscal Year 2021-22 Funded by SB 1, The Road Repair and Accountability Act of 2017.*

DISCUSSION:

The City receives transportation funding from the State of California in the form of grants or a direct allocation of Motor Vehicle Fuel Tax (Gas Tax) funds through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB 1) is a newer funding program for California's transportation systems, approximating $5 billion per year. It is estimated that the City will receive approximately $1,647,859 in FY 2021-22 from RMRA funding.

To be eligible for this funding, the City must submit a proposed project list to the CTC by July 1, 2021, along with a resolution that identifies all proposed projects that may be funded with RMRA funding.

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Match requirement to obtain state or federal funds for eligible projects

Staff recommends the use of RMRA funding to partially fund the following project:

- (FY 2021-22) Jamboree Road Pavement Rehabilitation and Median Landscape Irrigation Improvements (21R15)

FISCAL IMPACT:

RMRA funding for the identified project is included in the FY 2021-22 proposed Capital Improvements Program (CIP) budget for the City Council's consideration.

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. 2021-52

ATTACHMENT A

RESOLUTION NO. 2021-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by Governor Jerry Brown on April 28, 2017, to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Newport Beach ("City") are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year;

WHEREAS, the City must adopt a resolution which includes a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

WHEREAS, the City, will receive an estimated $1,647,859 in RMRA funding in Fiscal Year 2021-22 from SB 1;

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replace aging bridges, and increase access and mobility options for the traveling public that would not have otherwise been possible without SB 1;

WHEREAS, the City has undergone a robust public process to ensure public input into the community's transportation priorities/the project list;

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment;

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and similar projects into the future;

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "good" condition and this revenue will help the City maintain or improve the overall quality of its road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 2: The City Council hereby approves the following newly proposed project, as described in Attachment A to this Resolution, which will be funded in whole or in part with Fiscal Year 2021-22 RMRA funds.

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 8 day of June, 2021,

_____
Brad Avery
Mayor

ATTEST:

_____
Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

Attachment A: Project List

Attachment A: Project List

Title	Description	Location	Est. Schedule		Useful Life	
			Start	Completion	Min	Max
Jamboree Road Pavement Rehabilitation and Median Landscape Irrigation Improvements	This project is located on Jamboree Road from Coast Highway to Ford Road and involves cold milling and overlaying the existing asphalt concrete pavement with rubberized asphalt concrete. Deteriorated concrete improvements will also be reconstructed. Additionally, the existing potable water irrigation system in the roadway median between Island Lagoon Drive and Santa Barbara Drive will be converted to a reclaimed water irrigation system.	This project is located on Jamboree Road from Coast Highway to Ford Road.	1/1/2022	5/1/2022	15	20

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 9

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

PREPARED BY: Patrick Arciniega, Senior Civil Engineer
parciniega@newportbeachca.gov
PHONE: 949-644-3347

TITLE: Balboa Peninsula Crosswalks Improvements Project – Notice of Completion for Contract No. 7288-2 (19T11)

ABSTRACT:

On November 10, 2020, City Council awarded Contract No. 7288-2 for the Balboa Crossing Improvement Project to GMC Engineering, Inc. The project consisted of removal and reconstruction of sidewalk and drainage improvements, pavement refurbishment, landscape improvements, signing/striping, new traffic signal installation, and modifications at 26th and 28th Streets on the Balboa Peninsula (for the new Fire Station No. 2 facility). 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;

b) Authorize the City Clerk to release the Labor and Materials Bond 65 days after the Notice of Completion has been recorded in accordance with applicable portions of Civil Code; and

c) Release Faithful Performance Bond one year after acceptance by the City Council.

DISCUSSION:

Overall Contract Cost/Time Summary

Awarded Contract Amount	Final Cost at Completion	Contingency Allowance	Actual Contract Change	% Due to Directed Change	% Due to Unforeseen Change
$880,000.10	$965,585.93	10%	9.7%	4.0%	5.7%
Allowed Contract Time + Approved Extensions (days) =		132	Actual Time Under (-) or Over (+)		0

The work necessary to complete this contract consisted of removal and reconstruction of approximately 3,345 square feet of sidewalk; removal and reconstruction of seven sidewalk curb ramps and creating two new curb ramps; removing and replacing concrete driveways; removing and replacing a concrete cross gutter and spandrel; removing and reconstruction of a new catch basin, constructing new curb inlets, removing and replacing street pavement within selected areas of the work limits; removing and replacing all street markers, striping, and painting; installing a new traffic signal; removing and replacing street signage and appurtenances in the field; and other incidental items to complete the work in place as required by the contract documents.

The contracted work has now been completed to the satisfaction of the Public Works Department. A summary of the construction cost is as follows:

Original Bid Amount:	$880,000.10
Actual Cost of Bid Items Constructed:	$842,263.60
Total Change Orders:	$123,322.33
Final Contract Cost:	**$ 965,585.93**

Several change orders were issued as the result of both directed and unforeseen conditions in the field discovered during construction. The significant change orders are described and listed below:

Additional pavement removals and rehabilitation totaled $32,776. Installing an additional catch basin and modifying a storm drain junction structure totaled $17,852.50. Quantity increases for bid items totaled $72,693.83.

A summary of the project schedule is as follows:

Estimated Start of Construction per Annual Baseline Schedule	November 16, 2020
Actual Start of Construction Per Notice to Proceed	November 16, 2020
Extended Contract Completion Date Inclusive of Extra Work	May 28, 2021
Actual Substantial Construction Completion Date	May 28, 2021

The project was substantially complete on May 28, 2021 with all striping and construction improvements completed to the satisfaction of the Public Works Department.

FISCAL IMPACT:

Funds for the construction contract were expended from the following Capital Improvement budget accounts:

Account Description	Account Number		Amount
Fire Stations (15F13)	53201-980000-15F13	$	721,040.83
Measure M Fair Share (19T11)	12201-980000-19T11	$	108,831.28
General Fund (19T11)	01201927-980000-19T11	$	57,829.82
Storm Drain (21D02)	01201926-980000-21D02	$	77,884.00
	Total:	**$**	**965,585.93**

ENVIRONMENTAL REVIEW:

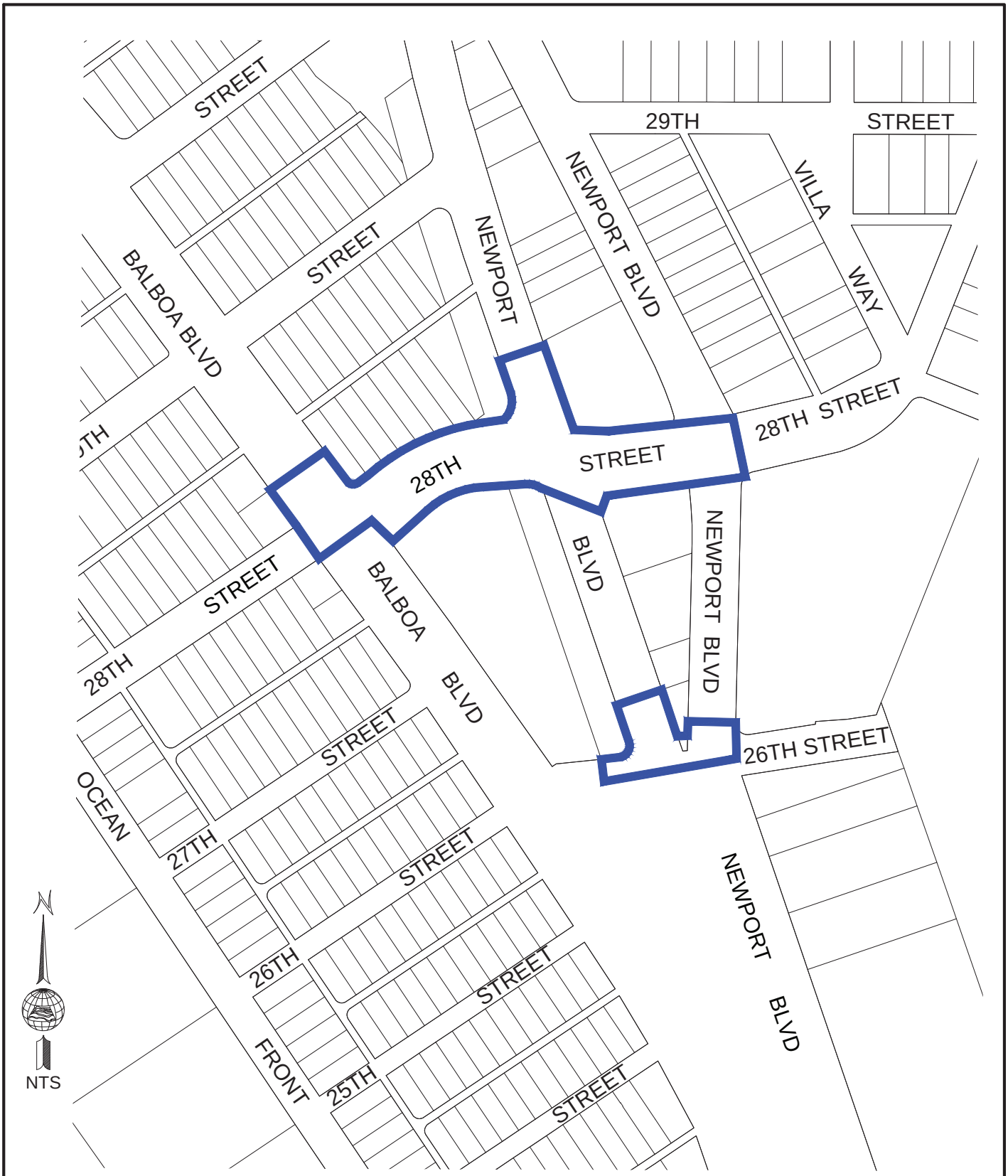
On November 10, 2020, City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (minor alteration of existing public facilities such as existing highways and streets, sidewalks, and gutters involving negligible or no expansion) of the CEQA Guidelines, 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 Map



BALBOA CROSSING IMPROVEMENT PROJECT
LOCATION MAP

CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT

C-7288-2 | 5/25/21

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CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
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: Bob Stein, Assistant City Engineer, rstein@newportbeachca.gov
PHONE: 949-644-3322

TITLE: Big Canyon Restoration Project – Phase 2A: Notice of Completion for Contract No. 8208-2 (20X12)

ABSTRACT:

On June 9, 2020, the City Council awarded the Big Canyon Restoration Project - Phase 2A to Environmental Construction, Inc. (ECI). The work is now complete and staff requests City Council acceptance to close out the contract.

RECOMMENDATION:

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

b) Authorize the City Clerk to release the Labor and Materials Bond 65 days after the Notice of Completion has been recorded in accordance with applicable portions of Civil Code; and

c) Release Faithful Performance Bond one year after acceptance by the City Council.

DISCUSSION:

Overall Contract Cost/Time Summary

Awarded Contract Amount	Final Cost at Completion	Contingency Allowance	Actual Contract Change	% Due to Directed Change	% Due to Unforeseen Change
$ 985,348.00	$1,303,338.34	36% or less	+32%	+9%	+23%
Allowed Contract Time + Approved Extensions (days) =		130	Actual Time Under (-) or Over (+)		-56

As envisioned, the original 12.9-acre restoration of the middle portion of the Big Canyon Nature Park included clearing a 6.8-acre portion invaded by non-native Brazilian Pepper Trees and restoring this area with native trees and plants. The remaining 6.1-acre area was planned for selective removal of individual Brazilian pepper trees and other non-native trees found within healthy groves of willows.

However, during initial clearing operations that allowed the design consultant's biologists to investigate deep into the forested area, four acres of willows were found to be infested with the polyphagous shot hole borer that required removal. (See Attachment A, Location Map.) This increased the total clear-cut acreage to 10.8 acres, a 60 percent increase over the originally anticipated 6.8 acres.

The extra budget needed to clear and restore this additional four acres was funded through the grant-eligible contingency; no additional City of Newport Beach funds were required. The additional work included chipping cut trees, hauling-off mulch for disposal, stockpiling and solarizing the chipped infested-willows, grading to remove roots and debris, applying soil supplements, installing temporary irrigation, and providing additional plants and hydroseed. The City Council approved the increase of the contingency to 36 percent on November 24, 2020.

The contracted work has now been completed to the satisfaction of the Public Works Department. The summary of the overall construction cost follows.

Original Bid Amount:	$	985,348.00
Actual Cost of Bid Items Constructed:	$	925,488.00
Total Change Orders:	$	377,850.34
Final Contract Cost:	**$**	**1,303,338.34**

The final contract cost was $1,303,338.34, which was approximately 32 percent higher than the original bid amount, of which about three-fourths of the additional costs were associated with restoring the additional four acres of the park. There were 23 contract change orders approved for the project.

A summary of the project schedule is as follows:

Estimated Start of Construction per Annual Baseline Schedule	09/01/2020
Actual Start of Construction Per Notice to Proceed	09/01/2020
Actual Substantial Construction Completion Date	12/26/2020
Extended Contract Completion Date Inclusive of Extra Work	03/21/2021

Construction was completed substantially ahead of schedule, in large measure due to ECI prioritizing the project and committing full crews for the entire duration of the project.

After the construction was completed, ECI was required to establish and maintain the installed plants for a 120-day duration, which started on December 26, 2020 and was successfully completed on April 22, 2021.

FISCAL IMPACT:

Grants for the project were secured by Newport Bay Conservancy from the State Coastal Conservancy and California Department of Fish and Wildlife (Environmental Contributions). Additional funding from the Upper Newport Bay Restoration Fund, a tidelands trust fund designated for construction of improvements that benefit the Upper Newport Bay, was used for auxiliary improvements to the park trail and surrounding park amenities. Funds for the construction contract were expended from the following accounts:

Account Description	Account Number	Amount
Environmental Contributions	13801-980000-20X12	$ 1,242,848.00
Upper Newport Bay Restoration Fund	10001940-980000-20X12	$ 60,490.34
	Total:	**$ 1,303,338.34**

ENVIRONMENTAL REVIEW:

On June 9, 2020, the City Council found the requirement for environmental review under the California Environmental Quality Act (CEQA) is satisfied by the January 22, 2019 Council adoption of Resolution No. 2019-9, a Resolution of the City Council of the City of Newport Beach, California, Adopting Mitigated Negative Declaration No. ND2018-001 (SCH No. 2018081098) for the Big Canyon Coastal Habitation Restoration and Adaptation Project – Phase 2A (PA2018-078), including the Mitigation Monitoring and Reporting Plan, prepared for the Big Canyon Coastal Habitat Restoration and Adaptation Project – Phase 2A (PA2018-078), pursuant to the California Environmental Quality Act, State CEQA Guidelines and City Council Policy K-3.

NOTICING:

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

ATTACHMENT:

Attachment A – Location Map

NBGIS NEWPORT BEACH

CITY OF NEWPORT BEACH CALIFORNIA

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.

5/4/2021

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
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:	Andy Tran, Senior Civil Engineer, atran@newportbeachca.gov
PHONE:	949-644-3315
TITLE:	Geotechnical and Material Testing Services – Approval of On-Call Professional Services Agreements

ABSTRACT:

The City of Newport Beach's (City's) Capital Improvement Program (CIP) contains many projects that require geotechnical and material testing services to evaluate and support design options and to confirm conformance to project specifications during construction. Staff recently issued a Request for Proposals for these services and is requesting the City Council's approval to enter into four separate on-call Professional Services Agreements with GMU Geotechnical Engineering, Geocon West, Leighton Consulting and Harrington Geotechnical Engineering.

RECOMMENDATION:

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 four separate on-call Professional Services Agreements with GMU Geotechnical Engineering, Geocon West, Leighton Consulting and Harrington Geotechnical Engineering for geotechnical and material testing services at a not-to-exceed amount of $300,000 per agreement, and authorize the Mayor and City Clerk to execute the agreements.

DISCUSSION:

The City's CIP involves a wide range of infrastructure improvement projects. Most of these projects require geotechnical and material testing services such as material observation and testing, trench backfill and compaction testing, geotechnical recommendations, pipe welding, and structural inspections. These services require personnel with specialized training, certifications and licenses.

In addition, soil and material testing is performed in certified laboratories by certified technicians. The City does not have the resources to perform these services in-house. In order to continue to support the City's CIP, staff is requesting approval of four separate on-call Professional Services Agreements with GMU Geotechnical Engineering, Geocon West, Leighton Consulting and Harrington Geotechnical Engineering for geotechnical and material testing services at a not-to-exceed amount of $300,000 per agreement. The term for each of these agreements is three years and will expire on June 30, 2024.

The City currently has four similar on-call agreements with four geotechnical firms. These current agreements were approved on July 10, 2018 with a three-year term and are set to expire on June 30, 2021. Similarly, these four current on-call agreements have a not-to-exceed amount of $300,000 each for a total of $1.2 million. Of this amount, approximately $760,000 has been encumbered or spent. In addition to geotechnical services as part of the on-call agreements, geotechnical services are also included as subconsultant services for various individual CIP projects. These geotechnical services for individual CIP projects totaled approximately $430,000 for the last three years. In order to continue with geotechnical support for our CIP, staff is recommending approval of four new separate on-call Professional Services Agreements.

In February 2021, staff requested proposals to provide geotechnical and material testing services. Staff received 25 proposals from the following firms:

Firm Name	**Total Score**	**Rank**
GMU Geotechnical Engineering	284	1
Geocon West	283	2
Leighton Consulting	254	3
Harrington Geotechnical Engineering	253	4
Ninyo & Moore	251	5
NV5	249	6
Fenagh Engineering and Testing	247	7
MTGL	247	8
Koury Engineering & testing	245	9
Hushmand Associates	242	10
Willdan Engineering	242	11
RMA Group	238	12
Wood Environmental & Infrastructure Solutions	237	13
Construction Testing and Engineering	236	14
Converse Consultants	236	15
Krazen & Associates	235	16
Group Delta Consultants	234	17
Terracon Consultants	234	18
American Engineering Laboratories	230	19
GeoTek	230	20
Smith Emery Laboratories	228	21
Southwest Inspection and Testing	226	22
Atlas Technical Consultants (United Heider)	223	23
Geo-Advantec	218	24
Professional Services Industries	213	25

The City's proposal review team consisted of three staff members from the Public Works Department. Using the qualification-based selection process, the proposals were evaluated by the review team independently. Proposal evaluations were based on the consultant's understanding of the scope of work, experience, qualifications, and availability of staff. While most of the firms appear to meet the minimum qualifications as required by the request for proposals, the top four consultants were selected by the review team as the most qualified and responsive firms. All four of these firms have successfully completed similar services for other local agencies and their billing rates are consistent with industry standards. GMU Geotechnical Engineering and Geocon West are currently performing these services for the City and have had high marks for their current efforts.

FISCAL IMPACT:

The approval of these on-call agreements does not create an obligation to expend funds. Funding for these services will be expensed to individual projects within the approved CIP.

ENVIRONMENTAL REVIEW:

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

NOTICING:

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

ATTACHMENTS:

Attachment A – Professional Services Agreement with GMU Geotechnical Engineering
Attachment B – Professional Services Agreement with Geocon West
Attachment C – Professional Services Agreement with Leighton Consulting
Attachment D – Professional Services Agreement with Harrington Geotechnical Engineering

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GMU GEOTECHNICAL, INC., a California corporation ("Consultant"), whose address is 23241 Arroyo Vista, Rancho Santa Margarita, California 92688, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide geotechnical and material testing services on an on-call, as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties, or to require a Consultant who is a design professional, as defined by Civil Code section

2782.8(c), to provide indemnification or defense of the Indemnified Parties inconsistent with existing law. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Gregory Silver
GMU Geotechnical, Inc.
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/25/21

By: _____
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: GMU Geotechnical, Inc.,
a California corporation
Date: _____

By: _____
Gregory Silver
President

Date: _____

By: _____
Michael Moscrop
Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing Services that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Conduct geotechnical observation, field and lab testing for various types of projects including but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC), and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

Travel time will not be permitted for geotechnical and material testing Services unless specifically authorized by the City. Travel time to and from project sites shall be included in the respective billing rates. Furthermore, all work is subject to prevailing wage rates as set by the State of California. All field work by the Consultant, including its subcontractor(s), shall be completed in accordance with the California Labor Code and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
BILLING RATES

PROFESSIONAL SERVICES

Staff Engineer or Geologist	$ 130.00/hour
Senior Staff Engineer or Geologist	$ 170.00/hour
Project Engineer or Geologist	$ 195.00/hour
Associate Engineer or Geologist	$ 230.00/hour
Principal/Director	$ 260.00/hour
Deposition/Testimony	$ 550.00/hour
CAD, GIS, and Geo-BIM Design	$ 115.00/hour
Document Preparation and Project Services	$ 90.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Soils Engineering Technician ***(Non-Prevailing Wage)*** $ 97.00/hour*
Staff Soils Engineering Technician ***(Prevailing Wage)*** $ 107.00/hour*

- Services provided under direct supervision of a Senior Soils Engineering Technician

Senior Soils Engineering Technician ***(Non-Prevailing Wage)*** $ 115.00/hour*
Senior Soils Engineering Technician ***(Prevailing Wage)*** $ 125.00/hour*

- Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.

Registered Special Inspector ***(Non-Prevailing Wage)*** $ 115.00/hour*
Registered Special Inspector ***(Prevailing Wage)*** $ 125.00/hour*

- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.
- Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing

***Notes:**

- No 4-hour minimum charges apply.
- Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.

LABORATORY TESTING SERVICES

Laboratory Testing $ 115.00/hour
(For materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH GEOCON WEST, INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GEOCON WEST, INC., a California corporation ("Consultant"), whose address on file with the California Secretary of State is 6960 Flanders Drive, San Diego, California 92121, with a local address of 15520 Rockfield Boulevard, Suite J, Irvine, California 92618, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide geotechnical and material testing services on an on-call, as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

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

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the

term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Jelisa Thomas Adams
Geocon West, Inc.
15520 Rockfield Boulevard, Suite J
Irvine, CA 92618

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/12/21

By: _____ for
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: Geocon West, Inc., a California corporation
Date: _____

By: _____
Jelisa Thomas Adams
Vice President

Date: _____

By: _____
William Lydon
Chief Financial Officer

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing Services that Consultant shall provide, based upon written Letter Proposal(s) from the City:

- Conduct geotechnical observation, field and lab testing for various types of projects including but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC), and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

Travel time will not be permitted for geotechnical and material testing Services unless specifically authorized by the City. Travel time to and from project sites shall be included in the respective billing rates. Furthermore, all work is subject to prevailing wage rates as set by the State of California. All field work by the Consultant, including its subcontractor(s), shall be completed in accordance with the California Labor Code and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
BILLING RATES

PROFESSIONAL SERVICES	
Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	$90/hr
Engineering Assistant/Lab Technician	90/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*80 (110 PW)/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*85 (115 PW)/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*100 (130 PW) /hr
Staff Engineer/Geologist	*120/hr
Project Engineer/Geologist	*140/hr
Senior Project Engineer/Geologist	*150/hr
Senior Engineer/Geologist	*170/hr
Associate Engineer/Geologist	*195/hr
Principal Engineer/Geologist/Litigation Support	250/hr
Attorney Fees (General)	350/hr
Deposition or Court Appearance	400/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add $30/hr

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS			
Nuclear Density Gauge	$10/hr	55-Gallon Drum	65/ea
Sand Cone Testing Equipment	10/hr	Visqeen (6 mil 20X100')	135/roll
Vehicle	10/hr	Traffic Cones/Barricades	35/day
Special Inspection Equipment	5/hr	TPHg(EPA 8015B)	70/ea
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.)	20/bag	TPHd/TPHmo (EPA 8015M)	75/ea
GPS Unit	160/day	TPH Carbon Chain Breakdown (EPA 8015M)	110/ea
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea
Direct-Push Rig/Operator	165/190(PW)*/hr	Volatile Organic Compounds (EPA 8260B)	110/ea
Direct-Push Sample Liner	10/ea	Semi-Volatile Organic Compounds (EPA 8270)	180/ea
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea
Soil Sample Tube (Brass or Stainless)	10/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	33/day	Single Metal (EPA 6010B)	20/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	60/ea
Stainless Sampling Pump	$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	85/day	PCBs (EPA 8082)	75/ea
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C)	20/ea
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea
pH/Conductivity/Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea
Turbidity Meter	80/day	Asbestos (PLM)	20/ea
Air Sampling Pump	80/day	Asbestos (400-point count)	45/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	165/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time	40% surcharge
Distilled Water (5-gallon)	15/ea		

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold $250/ea
(D698/D1557/T99/T108) 6-inch mold 250/ea
(CT 216) California Impact 250/ea
Check Point 100/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) . 150/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) 50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) 300/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) 100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $285/ea
(D2844/CT301) Resistance Value, Treated 290/ea
(D1883) California Bearing Ratio 530/ea
(C977) Stabilization Ability of Lime 185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) . 105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity $150/ea
(D4972/T289) pH Only 50/ea
(CT417) Sulfate Content 100/ea
(CT422) Chloride Content 100/ea
(D2974) Organic Content 75/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall $270/ea
(D5856) Permeability, Rigid Wall 260/ea
(D2434) Permeability, Constant Head 280/ea
(D2434) Permeability, FHA Slab-on-Grade 110/ea
(D2434) Permeability, Hourly 55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) 350/ea
(D2435/T216) Consolidation Additional Point w/ Unload 65/ea
(D4546) Swell/Compression Testing & Density 125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) 85/ea
(D4546) Swell/Settlement Testing & Density (County) 100/ea
(D4546) Swell/Settlement Testing & Density (FHA) 90/ea
(D4829) Expansion Index of Soils 225/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation
- #11 Bar & Smaller $100/ea
- #14 Bar 125/ea
- #18 Bar (Proof Test) 150/ea

(A370) Bend Test
- #11 Bar & Smaller $50/ea
- #14 & #18 Bar 70/ea

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $150/ea
- #14 Bar & Larger 190/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control .. 150/ea
(A370) Straightening of bar (if required) 25/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen ..... Cost + 20%
(A370) Tensile Strength & Elongation
- Up to 200,000 lbs $100/ea
- 200,000 – 300,000 lbs 125/ea
- 300,000 – 400,000 lbs 150/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $210/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash 150/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash 125/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash ... 100/ea
(C117/D1140/T11) Materials Finer than #200 ..... 90/ea
(D2216/T265/CT226) Moisture Content 30/ea
(D2487/D2488) Visual Soil Classification 30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method 45/ea
(D4943) Shrinkage Factors of Soils, Wax Method 55/ea
(C131/C535/CT211) L.A. Abrasion Resistance $200/ea
(C142/T112) Clay Lumps and Friable Particles 170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles 245/ea
(D3744/CT229/T210) Durability Index Fine 165/ea
(D3744/CT229/T210) Durability Index Coarse 165/ea
(CT227) Cleanness Value 165/ea
(D4791) Flat & Elongated Particles 150/ea
(D693/CT205) Percent Crushed Particles 145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate 140/ea
(C40/CT213/T21) Organic Impurities 75/ea
(C235) Soft Hardness (Scratch Hardness) 100/ea
(C88/CT214/T104) Sulfate Soundness 410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate .. 150/ea
(C127/CT206/T85) Coarse Specific Gravity 125/ea
(C128/CT207/T84) Fine Specific Gravity 150/ea
(D854/CT209/T100) Specific Gravity of Soil 150/ea
(C29/CT212/T19) Unit Weight & Percent Voids 90/ea
(D2419/CT217/T176) Sand Equivalent 110/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) .. 200/ea
(D4318/CT204/T89) Liquid Limit 100/ea
(D4318/CT204/T90) Plastic Limit 100/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete .. Quote

SHEAR STRENGTH

(D2166) Unconfined Compression $100/ea
(D3080/T236) Direct Shear (3 points) 325/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass 100/ea
(D2850) Unconsolidated-Undrained Triaxial Shear 115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged 160/ea
(D4767) Consolidated-Undrained Triaxial Shear 265/ea
(D4767) Consolidated-Undrained Triaxial Staged 340/ea
(EM1110) Consolidated-Drained Triaxial Shear 375/ea
(EM1110) Consolidated-Drained Triaxial Staged 480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption $195/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) .. 65/ea
(C140) Compression Test 195/ea
(C140) Compression Test (ea. addtl. specimen) 65/ea
(C426) Linear Drying Shrinkage 285/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") 30/ea
(C942) Grout Prism (3"x3"x6"), trimming included 35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" $200/ea

LABORATORY TESTS* (CONTINUED)

Pre-stressing Wire & Tendon Tests:
(A421) Tensile Strength, Single Wire $150/ea
(A416) Tensile Strength, 7-Wire Strand 175/ea
High Strength Bolt, Nut, & Washer Tests:
(A325/A490) Tensile Test on Bolts..... $100/ea
(A563) Proof Load Test on Nuts..... 100/ea
(A325/A490) Hardness Test on Bolts 50/ea
(A536) Hardness Test on Nuts..... 50/ea
(F436) Hardness Test on Washers 50/ea
Weld Specimen Tests:
(E164) Ultrasonic Examination.....Quote
Machining & Prep of Test Specimen .....Cost + 20%
(E381) Macrotech Test (3 Faces) $355

ASPHALT TESTING

Asphalt Properties:
(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA$100/ea
(D1560/CT366) Stabilometer Value (HVEEM) 200/ea
(D2041) Theoretical Max Specific Gravity 175/ea
(D5444) Sieve Analysis of Extracted Asphalt 215/ea
(D6307/CT382) Percent Asphalt, Ignition Method..... 150/ea
(D1188) Unit Weight of Asphalt Core 65/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:
100 Ton & Under.....$200/ea
101 Tons – 200 Tons 300/ea
Use of Universal Testing Machine:
UTM with One Operator $320/ea
Additional Technician .....Regular Tech Rate
Spray Applied Fireproofing:
(E605/E736) Fireproofing Oven Dry Density/Thickness ..$90/ea
(C1314) 8"x16"x16" – 10"x12"x16" 225/ea
(C1314) 12"x12"x16" – 12"x16"x16" 250/ea
(C1314) Larger than 12"x16"x16" .....Quote
Brick Test (Set of 5 Specimens):
(C67) 24-Hour Absorption, Cold Water.....$225/set
(C67) 5-Hour Absorption, Boiling Water $225/set
(C67) Compression Test or Modulus of Rupture $255/set
(C67) Each Additional Specimen.....45/ea

CONCRETE**

Mix Designs:
(ACI211/ACI214) Concrete Mix Design $350/ea
(ACI211/ACI214) Review of Concrete Mix Design 350/ea
(C192) Concrete Trial Mix (includes equipment & labor).....495/ea
Concrete Properties:
(C39/CT521/T22) Comp. Strength, Concrete Cyl. $30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core....60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam...125/ea
(C174) Length Measuring of Drilled Cores 75/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....290/set
(C1140) Shotcrete Panel (each addtl. specimen).....90/ea
(C496) Static Modulus of Elasticity.....200/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....395/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete 95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor 50/ea

***2X Surcharge on rush turn-around for laboratory testing.**
****Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is $155.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy

shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured

retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ATTACHMENT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING, INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and LEIGHTON CONSULTING, INC., a California corporation ("Consultant"), whose address is 17781 Cowan, Irvine, California 92614, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide geotechnical and material testing services on an on-call, as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Jeff Hull
Leighton Consulting, Inc.
17781 Cowan
Irvine, CA 92614

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/12/21

By: _____ for
Aaron C. Harp MW 5.12.21
City Attorney

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: Leighton Consulting, Inc., a California corporation
Date: _____

By: _____
Kris R. Lutton
Senior Vice President

Date: _____

By: _____
Terrance M. Brennan
Chief Financial Officer

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing Services that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Conduct geotechnical observation, field and lab testing for various types of projects including but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC), and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

Travel time will not be permitted for geotechnical and material testing Services unless specifically authorized by the City. Travel time to and from project sites shall be included in the respective billing rates. Furthermore, all work is subject to prevailing wage rates as set by the State of California. All field work by the Consultant, including its subcontractor(s), shall be completed in accordance with the California Labor Code and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
BILLING RATES

LABOR RATES

CLASSIFICATION	$/HR
Technician I	89
Technician II / Special Inspector	99
Senior Technician / Senior Special Inspector	113
Prevailing Wage (field soils / materials tester) *	147
Prevailing Wage (Special Inspector) *	153
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	157
System Operation & Maintenance (O&M) Specialist	143
Non Destructive Testing (NDT)	157
Deputy Inspector	113
Field / Laboratory Supervisor	150
Source Inspector	135
City of Los Angeles Deputy Building (including Grading) Inspector	160

* See Prevailing Wages in Terms and Conditions

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	82
Information Specialist	110
CAD Operator	125
GIS Specialist	140
GIS Analyst	165
Staff Engineer / Geologist / Scientist	153
Senior Staff Engineer / Geologist / Scientist / ASMR	168
Operations / Laboratory Manager	185
Project Engineer / Geologist / Scientist	190
Senior Project Engineer / Geologist / Scientist / SMR	210
Associate	230
Principal	250
Senior Principal	295

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	10
Moisture content (ASTM D2216)	20
Moisture & density (ASTM D2937) ring samples	30
Moisture & density (ASTM D2937) Shelby tube or cutting	40
Atterberg limits 3 points (ASTM D4318):	150
- Single point, non-plastic	85
- Atterberg limits (organic ASTM D2487 / D4318)	180
- Visual classification as non-plastic (ASTM D2488)	10
Particle size:	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175
- Hydrometer only (ASTM D7928)	110
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185
- Percent passing #200 sieve, wash only (ASTM D1140)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ ASTM D854/CTM 207)	125
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100
- Total porosity - on Shelby tube sample (calculated)	165
- Total porosity - on other sample (calculated)	155
Shrinkage limits wax method (ASTM D4943)	126
Pinhole dispersion (ASTM D4647)	210
Dispersive characteristics (double hydrometer ASTM D4221)	90
As-received moisture & density (chunk/carved samples)	60
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105
SHEAR STRENGTH	
Pocket penetrometer	15
Direct shear (ASTM D3080, mod., 3 points):	
Consolidated undrained - 0.05 inch/min (CU)	285
Consolidated drained - <0.05 inch/min (CD)	345
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single point shear	105
Torsional shear (ASTM D6467 / ASTM D7608)	820

METHOD	$/TEST
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, 4 points (ASTM D698)	
- 4 inch diameter mold (Methods A & B)	160
- 6 inch diameter mold (Method C)	215
Modified Proctor compaction 4 points (ASTM D1557):	
- 4 inch diameter mold Methods A & B	220
- 6 inch diameter mold Method C	245
Check point (per point)	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Relative density 0.1 ft mold (ASTM D4253, D4254)	235
California Bearing Ratio (ASTM D1883)	
- 3 point	500
- 1 point	185
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	310
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	45
Electrical resistivity – single point – as received moisture	45
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
pH + minimum resistivity (CTM 643)	130
Sulfate content - gravimetric (CTM 417 B Part 2)	70
Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
Sulfate screen (Hach®)	30
Chloride content (AASHTO T291/CTM 422)	70
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Organic matter content (ASTM D2974)	65
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	195
- Each additional time curve	45
- Each additional load/unload w/o time reading	40
Expansion Index (ASTM D4829)	130
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage triaxial (sand or silty sand soils)	655
- Three-stage triaxial (silt or clayey sand soils)	875
- Three-stage triaxial (clay soils)	1,235
Remolding of test specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
- Each additional effective stress	120
- Hand trimming of soil samples for horizontal K	60
Remolding of test specimens	65
Permeability of granular soils (ASTM D2434)	135
Soil suction (filter paper method, ASTM D5298)	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	240
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	235

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12")	25
Concrete cylinders compression (ASTM C39) (4" x 8")	22
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531)	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135
Stabilometer, S-Value (ASTM D1560/CTM 366)	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55
Maximum density - Hveem (CTM 308)	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D3910)	150
Rubberized asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/ CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Cleanness value of coarse aggregate (CTM 227)	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
MASONRY	
Mortar cylinders 2" by 4"(ASTM C780)	25
Grout prisms 3" by 6"(ASTM C1019)	25
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	40
Masonry core-shear, Title 24 - test only	80
Veneer bond strength, cost for each - 5 required (ASTM C482)	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	45
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	40
CMU linear drying shrinkage (ASTM C426)	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	180
CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C1314)	250
BRICK	
Compression - cost for each, 5 required (ASTM C67)	40
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,300

METHOD	$/TEST
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,230
Type A Joint Seals (Caltrans SS 51-2)	1,620
Type B Joint Seals (Caltrans SS 51-2)	1,530
Bearing plates (A536)	720
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 10 (ASTM A370)	45
Rebar tensile test, ≥ No. 11 & over (ASTM A370)	100
Rebar bend test, up to No. 11 (ASTM A370)	45
Rebar bend test, ≥ No. 11 & over (ASTM A370)	100
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	85
Mechanical rebar splice, tensile test, ≤ up to No. 10 (CTM 670)	65
Mechanical rebar splice, slip test, ≤ up to No. 10 (CTM 670)	40
Mechanical rebar splice, tensile test, ≥ No. 11 & over (CTM 670)	85

METHOD	$/TEST
Mechanical rebar splice, slip test, ≥ No. 11 & over (CTM 670)	60
Headed rebar splice, tensile test, ≤ up to No. 10 (CTM 670)	65
Headed rebar splice, tensile test, ≥ No. 11 & over (CTM 670)	85
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	45
Prestressing wire, tension (ASTM A416)	150
Sample preparation (cutting)	50
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	120
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90

EQUIPMENT LIST

ITEM	$	UNIT
1/4 inch Grab plates	5	each
1/4 inch Tubing (bonded)	0.55	foot
1/4 inch Tubing (single)	0.35	foot
3/8 inch Tubing, clear vinyl	0.55	foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130	day
Air flow meter and purge pump (200 cc/min)	50	day
Box of 24 soil drive-sample rings	120	box
Brass sample tubes	10	each
Caution tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Concrete coring machine (≤6-inch-dia)	150	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	11	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Sawzall®)	75	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved oxygen meter	45	day
DOT 55-gallon containment drum with lid	65	drum
Double-ring infiltrometer	125	day
Dual-stage interface probe	80	day
Dynamic Cone Penetrometer	400	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System/Laser Range Finder	80	day
Hand auger set	90	day
HDPE safety fence (≤100 feet)	40	roll
Horiba U-51 water quality meter	135	day
Light tower (towable vertical mast)	150	day
Magnehelic gauge	15	day
Manometer	25	day
Mileage (IRS Allowable)	0.575	mile

ITEM	$	UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	60	test
Nuclear moisture and density gauge	88	day
Pachometer	25	day
Particulate Monitor	125	day
pH/Conductivity/Temperature meter	55	day
Photoionization Detector (PID)	120	day
Pump, Typhoon 2 or 4 stage	50	day
QED bladder pump w/QED control box	160	day
Quire fee – Phase I only	200	each
Resistivity field meter & pins	50	day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each
Slope inclinometer	200	day
Soil sampling T-handle (Encore)	10	day
Soil sampling tripod	35	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160	day
Submersible pump/transfer pump, 10-25 gpm	50	day
Support service truck usage (well installation, etc.)	200	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	50	day
Turbidity meter	70	day
Tyvek® suit (each)	18	each
Vapor sampling box	55	day
Vehicle usage (carrying equipment)	20	hour
VelociCalc	35	day
Visqueen (20 x 100 feet)	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	60	day
ZIPLEVEL®	15	day

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2021 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

  4 hours: 4-hour minimum charge up to the first four hours of work

  8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
- **Project time accrued includes portal to portal travel time.**
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 18%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag and $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH HARRINGTON GEOTECHNICAL ENGINEERING, INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and HARRINGTON GEOTECHICAL ENGINEERING, INC., a California corporation ("Consultant"), whose address is 1590 North Brian Street, Orange, California 92867, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide geotechnical and material testing services on an on-call, as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Don P. Harrington, Jr.
Harington Geotechnical Engineering, Inc.
1590 North Brian Street
Orange, CA 92867

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/12/21

By: _____ for
Aaron C. Harp MW 5.12.21
City Attorney

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: Harrington Geotechnical Engineering, Inc., a California corporation
Date: _____

By: _____
Don Patrick Harrington, Jr.
Chief Executive Officer

Date: _____

By: _____
Carrie Harrington
Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing Services that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Conduct geotechnical observation, field and lab testing for various types of projects including but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC), and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

Travel time will not be permitted for geotechnical and material testing Services unless specifically authorized by the City. Travel time to and from project sites shall be included in the respective billing rates. Furthermore, all work is subject to prevailing wage rates as set by the State of California. All field work by the Consultant, including its subcontractor(s), shall be completed in accordance with the California Labor Code and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
BILLING RATES

Personnel

Principal Engineer/Geologist	$ 120.00 Per Hour
Senior Engineer/Geologist	$ 120.00 Per Hour
Supervisor	$ 89.00 Per Hour
Geotechnical Aide	$ 84.00 Per Hour
Senior Technician (Soil, Concrete, Asphalt Concrete)	$ 88.00 Per Hour
Technician (Soil, Concrete, Asphalt Concrete)	$ 84.00 Per Hour
Special Inspector (Grading)	$ 105.00 Per Hour
Special Inspector (Building Construction)	$ 84.00 Per Hour
Draftsperson	$ 68.00 Per Hour
Administrative Assistant	$ 80.00 Per Hour

Field Vehicles/Equipment

Field Vehicle	$ 10.00 Per Hour
Nuclear Gauge	$ 10.00 Per Hour

Prevailing Wage Projects

Senior Technician (Soil, Asphalt Concrete)/Special Inspector (Building Construction)

SITE TIME

Straight time Per Hour [1, 2]	**Over time Per Hour [1,2]**
$115.00	$125.00 Daily+ Saturday /$145.00 (Sunday + Holiday)

Notes: [1] *- These rates are subject to change in accordance with prevailing wage rates set by the Director of Industrial Relations.*
[2] *- Nuclear Gauge and/or Field Vehicle charge included.*

Preparation of Certified Payroll Report ..... $100 each

Consulting on Legal Matters - Deposition Testimony, Expert Witness Testimony, Preparation for Trial and Court Appearances

Principal Engineer/Geologist	$500 Per Hour
Senior Engineer/Geologist	$400 Per Hour

($1,500.00 Minimum Professional Fee Per Case)

Basis of Charges

Overtime will be billed at 1.5 times the appropriate hourly rate for time in excess of eight hours per day and for work performed on Saturdays. Charges for work performed on Sundays and/or holidays will be billed at two times the appropriate hourly rates.

Minimum charges for Special Inspector (building construction) will, per industry standard, be determined as follows: 4 hours for inspections performed before noon or beginning after noon, 8 hours for inspections performed in excess of 4 hours or extending past noon.

A minimum of four (4) hours will be charged for any field services and a minimum fee of $400 will apply to any project. A minimum of two (2) hours, including travel time, will be charged for each site visit.

Prevailing Wage Projects

Daily straight time rates will apply to first 8 hours worked Monday-Friday. Overtime rates will apply as follows: **Daily** - 1.5x straight time rate for first 4 overtime hours, 2.0x straight time rate for overtime hours in excess of 4 hours; **Saturday** - 1.5x straight time rate for first 12 hours, 2.0x straight time rate for overtime in excess of 12 hours; **Sunday/Holiday** - 2.0x or 3.0x straight time rate, depending on holiday.

Geotechnical Laboratory Charges

Maximum Density-Optimum Moisture Test	
- ASTM D1557	$ 110.00 Each
- California Method 216	$ 130.00 Each
- 1-Point Verification (ASTM D1557)	$ 65.00 Each
Moisture Content Test	$ 25.00 Each
Moisture & Density Test	$ 30.00 Each
Sieve or Hydrometer Analysis	$ 100.00 Each
Sieve & Hydrometer Analysis Combined	$ 150.00 Each
Sand Equivalent Test	$ 70.00 Each
Collapse Potential Test	$ 110.00 Each
Consolidation Test - With Time Rate	$ 145.00 Each *
- Without Time Rate	$ 110.00 Each *
Direct Shear Test - Fast	$ 160.00 Each *
- Slow	$ 200.00 Each *
- Residual	$ 560.00 Each *

**Add $50 Fabrication Charge for Tests on Remolded Specimens.*

Atterberg Limits (LL & PL Only)	$ 165.00 Each
Expansion Index Test	$ 125.00 Each
Hveem Stabilometer (R-value) Test - (Soil)	$ 210.00 Each
Hveem Stabilometer (R-value) Test - (Aggregate Base) (Cal 301 or ASTM 2844)	$ 310.00 Each
Water-Soluble Sulfate Test	$ 50.00 Each

Concrete Coring

2" to 8" diameter up to 6" thick	$ 200.00 Per Core
Additional thickness	$ 25.00 Per Inch
Mobilization-Demobilization Charge (Portal-to-Portal)	$ 160.00 Per Hour

Concrete Laboratory Charges

Compression Test	
Concrete Cylinders (ASTM C39)	$ 35.00 Each *
Mortar Cylinders (ASTM C39)	$ 35.00 Each *
Grout Prisms (Uniform Building Code Standard 24-28)	$ 35.00 Each *
Sample Pick-Up	$ 100.00/trip

**Includes Molds & Report of Results*

Asphalt Concrete Laboratory Charges

Maximum Density Determination (Cal 304m 2 pt, Average)	$ 210.00 Each
Stability Value (Cal 366)	$ 130.00 Each
Extraction/Gradation	$ 210.00 Each

Equipment/Supply Charges

Organic Vapor Meter (Minimum Charge)	$ 160.00 Per Day
Brass Sample Tubes w/Teflon Lines & Plastic Caps (2.5" Dia. x 6" Long)	$ 30.00 Each
Drill Rig/Bulldozer/Backhoe, Sample Tubes, Misc. Services (Airphotos, Chemical Laboratory Testing, etc.)	Cost + 15%
Coring Portland Cement Concrete or Asphalt Concrete Pavement	Quotation

Infiltration Tests by Double-Ring Infiltrometer

Test Method: ASTM D3385-09	Quotation
Test Method: ASTM D5093-02 (Reapproved 2008)	Quotation

Miscellaneous Charges

The charge for any tests not indicated above will be billed at cost plus 15 percent. Laboratory technician time will be billed at the rate of $88.00 per hour

Expenses

Job-related expenses (per diem, long distance telephone calls, permits, outside printing services, special tests, etc.) will be billed at cost plus 15 percent. Report reproduction (in-house) will be billed at cost.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
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:	Tom Sandefur, Assistant City Engineer, tsandefur@newportbeachca.gov
PHONE:	949-644-3312
TITLE:	Architectural Design Services – Approval of On-Call Professional Services Agreements

ABSTRACT:

The City of Newport Beach's (City's) Capital Improvement Program (CIP) contains a number of facility maintenance, repair, and improvement projects that require design and permitting by a State-licensed architect. Accordingly, staff issued a Request for Proposals for these professional services and is requesting the City Council's approval to enter into four separate on-call Professional Services Agreements with BOA Architecture, IDS Group, Jeff Katz Architecture, and PBK-WLC.

RECOMMENDATION:

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 four separate on-call Professional Services Agreements with BOA Architecture, IDS Group, Jeff Katz Architecture, and PBK-WLC for architectural design services at a not-to-exceed amount of $300,000 per agreement, and authorize the Mayor and City Clerk to execute the agreements.

DISCUSSION:

The City's CIP involves a wide range of infrastructure projects. Some of these projects involve improvements to City facilities and these services require personnel with specialized training, certifications and licenses. Projects often require permitting through the City's Community Development Department.

The City's five-year budget anticipates in excess of $10 million in facilities maintenance and improvement projects through individual CIP projects and the Facilities Maintenance Master Plan program.

The City does not have the resources to perform these services in-house and currently has two on-call agreements that are nearing their contract compensation limits and contract expiration dates. Therefore, in order to support the City's Capital Improvement and Maintenance programs, staff is requesting approval of four separate on-call Professional Services Agreements with BOA Architecture, IDS Group, Jeff Katz Architecture, and PBK-WLC for architectural design services at a not-to-exceed amount of $300,000 per agreement. The term for each of these agreements is three years and they are set to expire on June 30, 2024. Projects will be assigned on a rotating basis to on-call architecture firms based on the firm's expertise.

The City has similar on-call agreements with two architectural firms. The current agreements were approved in 2016 for a three-year term. They were amended to expire in 2021 and increase the total compensation for an unanticipated increase in the volume of services. The amended not-to-exceed limits on these two on-call contracts totaled $470,000.

In addition, the City, at times, contracted for additional architecture design and permitting work to be done separately through professional service agreements. Over the past fiscal year, these additional architecture services have been applied to eight facilities projects totaling approximately $230,000 in design costs.

In February 2021, staff requested proposals to provide architectural design services. Staff received 27 proposals. The following 13 firms' aggregate scores were above the level required for further consideration:

Firm Name	**Total Score**	**Rank**
BOA Architecture	282	1
Jeff Katz Architecture	278	2
PBK-WLC	272	3
IDS Group	268	4
Perkins Eastman Architects	259	5
Gillis + Panichapan Architects, Inc.	257	6
SVA Architects, Inc.	256	7
La Canada Design Group	253	8
TR Design Group	247	9
Pacific Rim Architects	245	10
Lionakis	225	11
Westgroup Designs, Inc.	223	12
Studio T-Square 2	217	13

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

FISCAL IMPACT:

There is no fiscal impact related to this item as the award of the on-call contract does not create an obligation to expend funds. Funding for the work done under these on-call contracts will be expensed to approved individual projects within the Capital Improvement Program.

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 – Draft Professional Services Agreement with BOA Architecture
Attachment B – Draft Professional Services Agreement with IDS Group
Attachment C – Draft Professional Services Agreement with Jeff Katz Architecture
Attachment D – Draft Professional Services Agreement with PBK-WLC

ATTACHMENT A

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH BLACK, O'DOWD AND ASSOCIATES DBA BOA ARCHITECTURE FOR PROFESSIONAL ARCHITECTURE SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and BLACK, O'DOWD AND ASSOCIATES, INC., a California corporation doing business as ("DBA") BOA ARCHITECTURE ("Consultant"), whose address is 1511 Cota Ave. Long Beach, California 90813, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional architecture services on an on-call and as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Edward Lok Ng
Black, O'Dowd and Associates, dba BOA Architecture
1511 Cota Ave.
Long Beach, CA 90813

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/13/21

By: for
Aaron C. Harp
City Attorney

ATTEST:
Date:_____

By:_____
Leilani I. Brown
City Clerk

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

By:_____
Brad Avery
Mayor

CONSULTANT: Black, O'Dowd and Associates, a California corporation DBA BOA Architecture
Date:_____

By:_____
Edward Lok Ng
Chief Executive Officer

Date:_____

By:_____
Miguel Andrade
Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call architecture Services for conceptual and final design of building improvements for City capital improvement and maintenance projects that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Prepare conceptual design and architectural renderings.
- Provide public outreach services (i.e., town hall meetings, HOA meetings, City Council meetings, etc.)
- Prepare final design level construction plans, specifications, and estimates. Specifications shall conform to the Standard Specifications for Public Works Construction (Greenbook).
- Prepare American with Disabilities Act (ADA) studies.
- Incorporate water and energy savings design measures and value engineering services.
- Provide bid support.
- Provide construction support and administration services.
- Prepare record drawings.
- Other architecture-related tasks, as necessary.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

Job Title	Hourly Rate
Principal Architect	$160.00
Project Manager	$150.00
Project Designer	$125.00
Senior Designer	$110.00
Senior Technical	$100.00
Draftsman/AutoCAD Operator	$95.00
Other Technical Staff	$85.00
Structural Engineer	$150.00
Mechanical Engineer	$160.00
Electrical Engineer	$160.00
"Other" Sub-Consultant	$150.00
Clerical Staff	$80.00
Prints	$0.50/s.f.

The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.

The proposed hourly rates are guaranteed for the duration of the contract.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC. FOR PROFESSIONAL ARCHITECTURE SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and IDS GROUP, INC., a California corporation ("Consultant"), whose address is 1 Peters Canyon Rd. Suite 130, Irvine, California 92606, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional architecture services on an on-call and as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Shelley Sivak
IDS Group, Inc.
1 Peters Canyon Rd., Suite 130
Irvine, CA 92606

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/12/21

By: _____ for
Aaron C. Harp MW 5.12.21
City Attorney

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: IDS Group, Inc., a California corporation
Date: _____

By: _____
Said Hilmy
Chief Executive Officer

Date: _____

By: _____
Rami Elhassan
Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call architecture Services for conceptual and final design of building improvements for City capital improvement and maintenance projects that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Prepare conceptual design and architectural renderings.
- Provide public outreach services (i.e., town hall meetings, HOA meetings, City Council meetings, etc.)
- Prepare final design level construction plans, specifications, and estimates. Specifications shall conform to the Standard Specifications for Public Works Construction (Greenbook).
- Prepare American with Disabilities Act (ADA) studies.
- Incorporate water and energy savings design measures and value engineering services.
- Provide bid support.
- Provide construction support and administration services.
- Prepare record drawings.
- Other architecture-related tasks, as necessary.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
BILLING RATES

Title – Association	Hourly Rate
Principal	$214
Associate Principal	$200
Senior Project Manager | Associate	$189
Project Manager	$177
Senior Architect or Engineer	$164
Senior Cost Estimator	$152
Project Architect or Engineer	$152
Designer Architect or Engineer	$135
Engineering Designer – BIM	$118
Two Man Survey Crew	$282
Architectural Job Captain | Designer	$112
CAD Drafting Engineer | Architect	$101
Office Administration	$62

Expenses such as, but not limited to, plan check fees, permits, inspections, testing services, title company fees, special delivery charges, plotting/ presentation boards, maps, aerial photographs, and reprographics/ illustrations that may be required for community or other stakeholder presentation, shall be billed to the owner at Consultant's direct cost plus 5%.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH JEFF KATZ ARCHITECTURE CORPORATION FOR PROFESSIONAL ARCHITECTURE SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and JEFF KATZ ARCHITECTURE CORPORATION, a California corporation ("Consultant"), whose address is 6353 Del Cerro Boulevard, San Diego, California 92120, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional architecture services on an on-call and as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Jeff Katz
Jeff Katz Architecture Corporation
6353 Del Cerro Boulevard
San Diego, CA 92120

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/12/21

By: for
Aaron C. Harp
City Attorney
MW 5.12.21

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

By:_____
Brad Avery
Mayor

ATTEST:
Date:_____

By:_____
Leilani I. Brown
City Clerk

CONSULTANT: Jeff Katz Architecture Corporation, a California corporation
Date:_____

By:_____
Jeff Katz
Chief Executive Officer and Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

The following is a list of on-call architecture Services for conceptual and final design of building improvements for City capital improvement and maintenance projects that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Prepare conceptual design and architectural renderings.
- Provide public outreach services (i.e., town hall meetings, HOA meetings, City Council meetings, etc.)
- Prepare final design level construction plans, specifications, and estimates. Specifications shall conform to the Standard Specifications for Public Works Construction (Greenbook).
- Prepare American with Disabilities Act (ADA) studies.
- Incorporate water and energy savings design measures and value engineering services.
- Provide bid support.
- Provide construction support and administration services.
- Prepare record drawings.
- Other architecture-related tasks, as necessary.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

Consultant shall provide the Services as outlined in Exhibit A, at the following rates:

Job Title	Hourly Rate
Principal Architect	$266.00
Senior Project Manager	$234.00
Project Manager	$202.00
Design Principal	$202.00
Job Captain	$160.00
Specification Writer	$202.00
Construction Administrator	$197.00
Drafter	$133.00
Secretarial	$96.00

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH WOLFF/LANG/CHRISTOPHER ARCHITECTS, INCORPORATED FOR PROFESSIONAL ARCHITECTURE SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and WOLFF/LANG/CHRISTOPHER ARCHITECTS, INCORPORATED, a California corporation ("Consultant"), whose address is 8163 Rochester Ave., Suite 100, Rancho Cucamonga, CA 91730, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional architecture services on an on-call and as needed basis ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name 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, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

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

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

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

9. HOLD HARMLESS

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

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in *.dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged

infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2)

prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

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

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Kelley Needham
Wolff/Lang/Christopher Architects, Incorporated
8163 Rochester Ave., Suite 100
Rancho Cucamonga, CA 91730

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 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 Consultant 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 Consultant 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 Consultant 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.

29.2 Unless otherwise exempt by law, Consultant 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. Consultant 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.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 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.

30.9 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.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 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.

30.12 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: 5/17/2021

By: _____ for
Aaron C. Harp
City Attorney

05/17/21
dmf

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT:
WOLFF/LANG/CHRISTOPHER ARCHITECTS, INCORPORATED,
a California corporation
Date: _____

By: _____
James P. Dicamillo
Chief Executive Officer

Date: _____

By: _____
Kelley Needham
Chief Financial Officer

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

The following is a list of on-call architecture Services for conceptual and final design of building improvements for City capital improvement and maintenance projects that Consultant shall provide, based upon City's request and acceptance of written Letter Proposal(s):

- Prepare conceptual design and architectural renderings.
- Provide public outreach services (i.e., town hall meetings, HOA meetings, City Council meetings, etc.).
- Prepare final design level construction plans, specifications, and estimates. Specifications shall conform to the Standard Specifications for Public Works Construction (Greenbook).
- Prepare American Disability Act (ADA) studies.
- Incorporate water and energy savings design measures and value engineering services.
- Provide bid support.
- Provide construction support and administration services.
- Prepare record drawings.
- Other architecture-related tasks, as necessary.

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

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B

BILLING RATES

Job Title	Hourly Rate
Architect	
Principals of Firm	$250.00
Associate/Director/Coordinator	$220.00
Senior Project Architect/Manager	$200.00
Project Architect/Manager	$170.00
Design Studio	$120.00
Clerical	$100.00
Civil Engineer	
Principal Civil Engineer	$150.00
Principal Land Surveyor	$150.00
Project Engineer	$120.00
Project Manager	$105.00
Engineering Design	$105.00
Design Draftsman	$100.00
Draftsman	$ 95.00
Technical Support	$ 60.00
Structural Engineer	
Principal Engineer	$175.00
Project Engineer	$150.00
Chief Draftsman	$110.00
Draftsman	$ 90.00
Technical Support	$ 75.00
Electrical Engineer	
Principal	$175.00
Project Manager	$135.00
Project Engineer	$125.00
Designer	$ 95.00
Designer/CADD Technician	$ 90.00
Jr. Designer/CADD Technician	$ 80.00
CADD Technician/Drafter	$ 70.00
Technical Support	$ 50.00
Mechanical Engineer	
Principal	$225.00
Associate Principal	$205.00
Senior Project Manager	$195.00
Project Manager	$185.00
Senior Project Engineer	$170.00
Project Engineer	$150.00
Senior Design Engineer	$135.00
Design Engineer	$125.00
Senior Designer	$115.00
Designer	$105.00
CADD Designer	$100.00
CADD Technician	$ 80.00
Administrative	$ 75.00
Technical Support	$ 65.00
Landscape Architect	
Principal Architect	$165.00

Associate Architect	$140.00
Architect/Project Manager	$125.00
Job Captain/Designer	$110.00
CADD Technician	$ 95.00
Draftsperson	$ 80.00
Technical Support	$ 65.00

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-

insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
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 kpekar@newportbeachca.gov
PHONE:	949-644-3069
TITLE:	Approval of Agreement for As-Needed Sports and Recreational Field Landscape Services

ABSTRACT:

The City of Newport Beach (City) contracts separately for as-needed landscape maintenance of the various recreational fields located at City parks. The current agreement with CSA Holdings is approaching its contract not-to-exceed funding limit and is set to expire on December 31, 2021. In anticipation of the completion of the current contract, staff prepared a request for bids package for this service, and has received formal bids for the as-needed field landscape services. Staff requests City Council approval of a three-year, on-call agreement with Mariposa Landscapes, Inc.

RECOMMENDATION:

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 three (3) year agreement with two (2) automatic annual extensions, with Mariposa Landscapes, Inc. for as-needed landscape maintenance of Citywide recreational fields, for a total not-to-exceed of $1,250,000.

DISCUSSION:

The Public Works Department received formal bids for as-needed landscape maintenance of the various recreational fields located at City parks. The bid specifications required proposers to supply costs and a workplan for as-needed field renovations and/or maintenance of over 43 acres, or 24 total athletic fields, in the City.

The services provided under the recreational field maintenance agreement are integral for keeping the City's various athletic fields safe, playable, and at the highest standards, as our various user groups expect. Athletic field services performed through this agreement are an enhancement to the typical turf maintenance services performed under the City's existing Parks and Facilities Contract (e.g. standard mowing, aeration, seeding and topdressing).

Enhanced services performed in this agreement include deep-tine aeration, leveling with flail mowing and vacuum cuts, incorporation of Professional Golfers Association (PGA) greens sand and athletic field amendment mixes, extra seed and top-dress applications, and installation of sod to worn areas. Additionally, this separate agreement is necessary because it is shared with the Recreation and Senior Services (RSS) Department, which requests services such as moving soccer/lacrosse goals, resetting baseball/softball base anchors, home plates, and pitching mounds. Public Works Parks Maintenance staff work closely with RSS staff and youth sports user groups to plan out specific field renovation needs, and the field downtime period in order to carry out the projects and allow the fields to rest. Some of the field renovations undertaken with this agreement are wholly or partially funded by the youth sports user groups, with revenues collected through their per player fees.

Staff has witnessed a dramatic increase in park and field usage during the Covid-19 pandemic when many residents were at home working or encouraged to spend time outdoors. While this usage was not seen in City programmed activity, it was evident that groups took advantage of open fields in a drop-in and semi-organized capacity. Public Work Parks Maintenance staff also took advantage of the recent, Covid-19 pandemic related field closed time by scheduling and completing approximately $45,000 worth of needed field renovation projects under the current contract. This unexpected, but opportunity-driven increase in field maintenance cost was the primary reason the current contract has run low on contract authority (not-to-exceed) earlier than the contract expiration, thus staff accelerated the re-bidding and approval of this new As-Needed Sports and Recreational Field Landscape Services agreement.

At 2 p.m. on April 8, 2021, the City Clerk opened and read the bids for this project:

	BIDDER	BASE BID AMOUNT
Low	Mariposa Landscapes, Inc.	$5,038.03
2nd	Sports Field Services	$5,545.00
3rd	SoCal Land Maintenance, Inc.	$7,100.00

The lowest bidder was determined based on the above base bid prices. The base bid reflects an example field renovation project that would typically be requested two times per year on each of the City's 24 athletic fields. The example project is composed of flail mowing and a vacuum cut, incorporation of PGA greens sand and athletic field amendment mix, and an extra seed and top-dress application.

The lowest responsible bidder, Mariposa Landscapes, Inc., possesses a California State Contractor's License Classification C-27, as required by the project specifications. A review of references for Mariposa Landscapes, Inc. shows satisfactory provision of similar services for other local coastal municipalities, including their current Parks and Facilities Contract for general landscape services with the City of Newport Beach. Staff interviewed Mariposa Landscapes, Inc. and reviewed its work plan, which includes necessary staffing and equipment. The company showed a good understanding of what is required to successfully carry out the specifications of the agreement.

Staff recommends the City Council award a three-year agreement with two automatic annual extensions, with Mariposa Landscapes, Inc., for as-needed landscape maintenance of citywide recreational fields, with a total not-to-exceed cost of $1,250,000. This total includes the base, as-needed field renovation services with a fixed 2% annual increase for CPI.

The not-to-exceed amount was calculated based on the current contract spending of roughly $217,500 per year over the abbreviated 4-year term. Also, prices increased on many of the non-base bid, unit price items, including additional intermittent ballfield services requested by RSS staff and sod work. Finally, the community's youth sports organizations continue to see an increase in participation, which then increases athletic field usage and the corresponding need for more extensive renovations to the City's athletic fields.

FISCAL IMPACT:

The adopted budget includes sufficient funding for this contract. It will be expensed to the Parks Turf Renovation and Park Renovation accounts in the Parks Section of the Public Works Department, 0108031-851030 and 0108031-911008 and, the Youth Sports Group User Fund deposit account 017-241042.

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 – Agreement with Mariposa Landscapes, Inc.

ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPING

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MARIPOSA LANDSCAPES, INC., a California corporation ("Contractor"), whose address is 6232 Santos Diaz Street, Irwindale, CA 91702, 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 has been determined by City to be the lowest responsible bidder and Contractor's bid, and the compensation set forth in this Contract, is based upon Contractor's careful examination of all Bid documents, line items, and specifications.

D. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.

E. 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 June 7, 2024 ("Original Term") unless terminated earlier as set forth herein. The Original Term shall be for three (3) years with the City's option to automatically renew the Agreement for two (2) additional one (1) year terms (each a "Renewal Term"), unless Notice to Terminate is provided by City to Contractor within seven (7) days of renewal date or further terminated earlier as set forth in the Agreement. In any event, the term of the Agreement, including the Original Term and any Renewal Term(s) shall not extend beyond June 7, 2026.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow community professional standards with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, in performing the Work required hereunder, and that all materials will be of good quality.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

2.3 With respect to the on-call Services described in Exhibit B, 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:

2.3.1 A detailed description of the Services to be provided;

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

2.3.3 The estimated number of hours and cost to complete the Services; and

2.3.4 The time needed to finish the specific project or Services.

2.4 No on-call 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 B 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 B 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 C 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 Two Hundred Fifty Thousand Dollars and 00/100 ($1,250,000.00)**, 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 C ("Billing Rates") may be adjusted by an increase not to exceed 2.0% to the Billing Rates. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed 2.0% of the Billing Rates in effect immediately preceding such adjustment.

4.3 This compensation includes:

4.3.1 Any loss or damage arising from the nature of the Work;

4.3.2 Any loss or damage arising from any unforeseen difficulties or obstructions in the performance of the Work; and

4.3.3 Any expense incurred as a result of any suspension or discontinuance of the Work, but excludes any loss resulting from earthquakes of a magnitude in excess of 3.5 on the Richter Scale and tidal waves, including tsunamis, and which loss or expense occurs prior to acceptance of the Work by City.

4.4 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.

4.5 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit C to this Agreement, or specifically approved in writing in advance by City.

4.6 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 C.

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 Michael Williams to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit B 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 Public Works Department. City's Public Works Director 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 B in performing Services under this Agreement. Any deviation from the materials described in Exhibit B 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 F, and incorporated herein by reference.

15. BONDING – ON-CALL SERVICES

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. LABOR AND PREVAILING WAGE REQUIREMENT

16.1 Contractor shall comply with all applicable provisions of State and Federal law including, applicable provisions of California Labor Code, and the Federal Fair Labor Standards Act.

16.2 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 notice to City, including all relevant information.

16.3 This agreement shall be paid in accordance with Section 1770 of the California State Labor Code and in accordance with the tenus of the Southern California Master Labor Agreement, which has established a prevailing rate of per diem wages to be paid in the performance of this agreement. 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. All parties to the agreement shall be governed by all provisions of the California Labor Code Relating to prevailing wage rates (Sections 1770-7981, inclusive).

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 B 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: Public Works Director
Public Works 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: Terry Noriega
Mariposa Landscapes, Inc.

6232 Santos Diaz Street
Irwindale, CA 91702

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: 5/25/2021

By: _____ for
Aaron C. Harp
City Attorney

05.25.21
dmt

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONTRACTOR:
MARIPOSA LANDSCAPES, INC., a California corporation
Date: _____

By: _____
Terry Noriega
President/Chief Executive Officer

Date: _____

By: _____
Antonio Valenzuela
Secretary

[END OF SIGNATURES]

Attachments:
Exhibit A – Bid Submittal Packet
Exhibit B – Scope of Services
Exhibit C – Schedule of Billing Rates
Exhibit D – Labor and Materials Payment Bond (On-Call Services)
Exhibit E – Faithful Performance Bond (On-Call Services)
Exhibit F – Insurance Requirements

EXHIBIT A
BID SUBMITTAL PACKET

CITY OF NEWPORT BEACH

NOTICE INVITING BIDS

Sealed bids shall be submitted electronically via PlanetBids to office of the City Clerk,
100 Civic Center Drive, Newport Beach, CA 92660
By 2:00 PM on the 8th day of April, 2021,
at which time such bids shall be opened and read for

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

$250,000
Estimated Annual Bid Value

Approved by

James M. Houlihan
Deputy PWD/City Engineer

Prospective bidders may obtain Bid Documents, Project Specifications and Plans via PlanetBids:
http://www.planetbids.com/portal/portal.cfm?CompanyID=22078

Contractor License Classification(s) required for this project: "C-27"
For further information, call Kevin Pekar, Project Manager at (949) 644-3069

BID INFORMATION IS AVAILABLE ON THE CITY WEBSITE:
http://newportbeachca.gov/government/open-transparent/online-services/bids-rfps-vendor-registration

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

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PROPOSAL PR-1

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City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

INSTRUCTIONS TO BIDDERS

1. The following documents shall be completed, executed, uploaded and received by the City Clerk *via PlanetBids* in accordance with NOTICE INVITING BIDS:

   INSTRUCTIONS TO BIDDERS
   BIDDER'S BOND *(Original copies must be submitted to the City Clerk's Office in Sealed Envelope)*
   DESIGNATION OF SUBCONTRACTORS ACKNOWLEDGEMENT (*Subcontractor information to be submitted via PlanetBids*)
   CONTRACTOR'S INDUSTRIAL SAFETY RECORD
   INFORMATION REQUIRED OF BIDDER
   ALL ADDENDA TO PLANS AND SPECIFICATIONS AS ISSUED BY AGENCY PRIOR TO BID OPENING DATE (if any; *Contractor shall confirm via PlanetBids*)
   TECHNICAL ABILITY AND EXPERIENCE REFERENCES
   NON-COLLUSION AFFIDAVIT
   DESIGNATION OF SURETIES
   PROPOSAL ACKNOWLEDGEMENT (*Line Items to be completed via PlanetBids)*

   The City Clerk's Office will open and read the bid results from PlanetBids immediately following the Bid Opening Date (Bid Due Date.)

   The Bid Results are immediately available to the public via PlanetBids following the Bid Opening Date (Bid Due Date). Members of the public who would like to attend this reading may go to Bay E, 2nd Floor of the Civic Center (Located at 100 Civic Center Dr.)

2. Cash, certified check or cashier's check (sum not less than 10 percent of the total bid price) may be received in lieu of the BIDDER'S BOND. The title of the project and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents. Original copies must be submitted to the City Clerk's Office.

3. The City of Newport Beach will not permit a substitute format for the Contract Documents listed above. Bidders are advised to review their content with bonding and legal agents prior to submission of bid.

3. BIDDER'S 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, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570. The successful bidder's security shall be held until the Contract is executed. *Original, sealed copies must be submitted to the City Clerk's Office by the Bid Opening Date (Bid Due Date.)* The title of the project, Contract Number and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents.

4. The estimated quantities indicated in the PROPOSAL are approximate, and are given solely to allow the comparison of total bid prices.

5. Bids are to be computed upon the estimated quantities indicated in the PROPOSAL multiplied by unit price submitted by the bidder. In the event of discrepancy between wording and figures, bid wording shall prevail over bid figures. In the event of error in the multiplication of estimated quantity by unit price, the correct multiplication will be computed and the bids will be compared with correctly multiplied totals. The City shall not be held responsible for bidder errors and omissions in the PROPOSAL.

6. The City of Newport Beach reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities shall be permitted in substitution of money withheld by the City to ensure performance under the contract. The securities shall be deposited in a state or federal chartered bank in California, as the escrow agent.

7. 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 contract. 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. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.

9. The Contractor shall be responsible for insuring compliance with provisions of Section 1777.5 of the Labor Code Apprenticeship requirements and Section 4100 *et seq.* of the Public Contracts Code, "Subletting and Subcontracting Fair Practices Act".

10. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

11. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. All documents shall bear signatures and titles of persons authorized to sign on behalf of the bidder. For corporations, the signatures shall be of a corporate officer or an individual authorized by the corporation. For partnerships, the signatures shall be of a general partner. For sole ownership, the signature shall be of the owner.

14. Pursuant to Public Contract Code section 9204, for any demand by contractor, whether on behalf of itself or a subcontractor that lacks privity of contract with the City but has requested that contractor proceed on its behalf, sent by registered mail or certified mail return receipt requested for a time extension, payment by the City for money or damages arising from work done by, or on behalf of, the contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or for payment of an amount that is disputed by the City, the following is a summary of the claims resolution process to be applied:

    A. The City shall review the claim and, within 45 days, shall provide a written statement identifying the portions of the claim that are disputed and undisputed. This time period may

be extended by mutual agreement. The claimant shall furnish all reasonable documentation to support the claim. If the City needs approval from its City Council to provide the written statement and the City Council does not meet within the prescribed time period, the City shall have up to 3 days following the next regular meeting of the City Council to provide the written statement. Payment of the undisputed portion of the claim shall be made within 60 days after the City issues its written statement.

B. If the claimant disputes the City's written statement or if the City does not issue a written statement in the prescribed time period, the claimant may demand in writing an informal meet and confer conference, which shall be scheduled within 30 days of receipt of claimant's demand.

C. Within 10 business days of the meet and confer conference, if a dispute remains, the City shall provide a written statement identifying the portion of the claim that remains in dispute and the undisputed portion. The City shall pay any remaining amount of the undisputed portion within 60 days. Any disputed portion of the claim shall be submitted to nonbinding mediation or similar nonbinding process, with the City and claimant sharing the costs equally and agreeing to a mediator within 10 business days. If the parties cannot timely agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the remaining disputed portion. If mediation is unsuccessful, any remaining disputed portion shall be addressed using procedures outside of Public Contract Code section 9204.

D. Failure by the City to meet the time requirements herein shall result in the claim being rejected in its entirety and shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

The signature below represents that the above has been reviewed.

592268, Class A, C27, C61/D49
Contractor's License No. & Classification

Authorized Signature/Title Terry Noriega, President

1000005079 Exp: 06/30/2022
DIR Registration Number & Expiration Date

03/23/2021
Date

Mariposa Landscapes, Inc.
Bidder

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

BIDDER'S BOND

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of Ten Percent The Amount Bid In ********** ********** Dollars ($ 10% **********), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES, Contract No. 7997-1** in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.

If the undersigned Principal executing this Bond is executing 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.

Witness our hands this 25th day of March, **2021.**

Mariposa Landscapes, Inc.	[signature]
Name of Contractor (Principal)	Authorized Signature/Title
Hartford Fire Insurance Company	Mary Smith
Name of Surety	Authorized Agent Signature
One Pointe Drive, 6th Floor, Brea, CA 92821	Mary Smith, Attorney-In-Fact
Address of Surety	Print Name and Title
(714)674-1321 Leslie Reyes	
Telephone	

(Notary acknowledgment of Principal & 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 Los Angeles } ss.
On March 25, 20 21 before me, Emily Preciado,
Notary Public, personally appeared Mary Smith,
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

HMD1 EMILY PRECIADO COMMISSION #2328011 Notary Public - California LOS ANGELES COUNTY My Commission Expires MAY 11, 2024 HMD1

(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Thumbprint of Signer

☐ Check here if no thumbprint or fingerprint is available.

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

Capacity(ies) claimed by Signer(s):
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

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 _____,
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)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON & COMPANY
Agency Code: 72-183250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2021

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

POA 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 26, 2021 before me, D. Jones, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. JONES
Notary Public – California
Los Angeles County
Commission # 2185491
My Comm. Expires Mar 29, 2021

Signature _____ **(Seal)**

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

DESIGNATION OF SUBCONTRACTOR(S) - AFFADAVIT

State law requires the listing of all subcontractors who will perform work in an amount in excess of one-half of one percent of the Contractor's total bid. If a subcontractor is not listed, the Contractor represents that he/she is fully qualified to and will be responsible for performing that portion of the work. Substitution of subcontractors shall be made only in accordance with State law and/or the Standard Specifications for Public Works Construction, as applicable.

Pursuant to Public Contract Code Section 22300 appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

The Bidder, by signing this designation, certifies that bids from the subcontractors as listed in the Bidder's electronic bid have been used in formulating the bid for the project and that these subcontractors will be used subject to the approval of the Engineer and in accordance with State law. No changes may be made in these subcontractors except with prior approval of the City of Newport Beach. Bidders must also include DIR registration numbers for each subcontractor.

Mariposa Landscapes, Inc.
Bidder

Authorized Signature/Title Terry Noriega, President

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

Contractor must use this form!!! Please print or type.

Bidder's Name Mariposa Landscapes, Inc

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

Bidders must possess a minimum of 10 years of experience doing field renovation work.

Bidders with **no** field renovation experience for an Orange County coastal agency **shall be considered non-responsive.**

Bidders who **have not been** awarded contracts valued at over $500,000 dollars **shall be considered non-responsive**.

Bidders shall provide three (3) current municipal references, which, when checked, will need a minimum "B grade", or **shall be considered non-responsible.**

For all public agency landscaping projects that you have worked on (or are currently working on) in the past 2 years in excess of $250,000 annually, provide the following information:

No. 1

Project Name/Number Landscape Maintenance of City Parks and Facilities

Project Description Landscsape Maintenance

Approximate Construction Dates: From 2016 To: Current

Agency Name City of Newport Beach

Contact Person Kevin Pekar Telephone (949) 644-3069

Original Contract Amount $ 1,975,000.00 Final Contract Amount $ 2,784,530.49

If final amount is different from original, please explain (change orders, extra work, etc.)

Extra Work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
City audited our company and found that we were in wage violation and failed to submit a DAS 140. We paid the required fine to cover the initial contract. We are currenty being audited on the extensions.

No. 2

Project Name/Number Landscape Maintenance of City Parks, Medians, Parkways and Facilities

Project Description Landscape Maintenance

Approximate Construction Dates: From 2013 To: Current

Agency Name City of Arcadia

Contact Person Dave Thompson Telephone (626) 254-2709

Original Contract Amount $ 522,900.00 Final Contract Amount $ 522,900.00

If final amount is different from original, please explain (change orders, extra work, etc.)
N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
N/A

No. 3

Project Name/Number City of Rancho Cucamonga

Project Description Landscape Maintenance of Medians and Parkways

Approximate Construction Dates: From 1989 To: Current

Agency Name City of Rancho Cucamonga

Contact Person Steve Relph Telephone (909) 774-4116

Original Contract Amount $ 1,345,769.28 Final Contract Amount $ 1,345,769.28

If final amount is different from original, please explain (change orders, extra work, etc.)
N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
N/A

No. 4

Project Name/Number Landcape Maintenance- LMD Areas

Project Description Landscape Maintenance

Approximate Construction Dates: From 2015 To: Current

Agency Name City of Tustin

Contact Person Christine Zepeda Telephone (714) 573-3147

Original Contract Amount $ 546,204.00 Final Contract Amount $ 546,204.00

If final amount is different from original, please explain (change orders, extra work, etc.)
N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
N/A

No. 5

Project Name/Number Landscape Maintenance

Project Description Landscape Maintenance

Approximate Construction Dates: From 2017 To: Current

Agency Name City of Monrovia

Contact Person Sean Sullivan Telephone (626) 932-5522

Original Contract Amount $ 708,991.00 Final Contract Amount $ 708,991.00

If final amount is different from original, please explain (change orders, extra work, etc.)
N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
N/A

No. 6

Project Name/Number _____

Project Description _____

Approximate Construction Dates: From _____ To: _____

Agency Name _____

Contact Person _____ Telephone ( ) _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

_____

Attach additional sheets if necessary.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor. *Please see attached resume

Upon request, the Contractor shall attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Mariposa Landscapes, Inc.
Bidder

Authorized Signature/Title Terry Noriega, President

RESUME

Michael Williams
General Superintendent/Account Manager
C. (626) 647-6238
F. (714) 352-2298
E. michael.williams@mariposa-ca.com

Michael Williams will be the person in-charge and responsible for project management, communication with foreman, field supervisor and primary contact with the City of Newport Beach.

He has over 31 years work experience conducting and overseeing Landscape Maintenance work for Public Works, Commercial and Residential. With a vast experience in all aspects of irrigation design and retrofit, Maintenance and Arbor care

Michael is responsible for all aspects of project management, emphasizing safety, high quality work, operational efficiency, and exemplary customer service. He also conducts walk-throughs to ensure that punch lists are completed and institutes improvements to enhance the quality of work.

Certifications:

- CPR and Safety trained
- B.S. Ornamental Horticulture, Cal Poly San Luis Obispo
- Qualified Applicator License: 133955

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

Terry Noriega, being first duly sworn, deposes and says that he or she is President of Mariposa Landscapes, Inc., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Mariposa Landscapes, Inc.
Bidder

Authorized Signature/Title Terry Noriega, President

Subscribed and sworn to (or affirmed) before me on this 26th day of MARCH, 2021

by TERRY NORIEGA, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

[SEAL]

D. JONES
Notary Public - California
Los Angeles County
Commission # 2185491
My Comm. Expires Mar 29, 2021

My Commission Expires: 3/29/21

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

DESIGNATION OF SURETIES

Bidder's name Mariposa Landscapes, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

The Hartford Address: One Point Drive, Brea, CA 92821 Ph (714)674-1291 -Bonds

Bolton & Co. Address: 3475 E. Foothill Blvd, Pasadena, CA 91107 Ph (626)799-7000 -Bonds

Federated Mutual Insurance Co. Address: P.O. Box 328, Owatonna, MN 55060 Ph 1-888-333-4949 -Insurance

Global Risk, LLC Address: 800 Wilshire Blvd., 2nd Floor, Los Angeles, CA 90017 Ph: (213) 550-2253-Insurance

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

CONTRACTOR'S INDUSTRIAL SAFETY RECORD TO ACCOMPANY PROPOSAL

Bidder's Name Mariposa Landscapes, Inc.

Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record **2021**	Record for **2020**	Record for **2019**	Record for **2018**	Record for **2017**	Record for **2016**	Total
No. of contracts	222	381	505	269	204	195	1,776
Total dollar Amount of Contracts (in Thousands of $)	$25,050,000.00	$39,620,000.00	$40,920,000.00	$38,850,000.00	$34,910,000.00	$34,860,000.00	$214,210,000.00
No. of fatalities	0	0	0	0	0	0	0
No. of lost Workday Cases	1	4	5	4	9	4	27
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	1	2	0	3	6

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder: Mariposa Landscapes, Inc.
Business Address: 6232 Santos Diaz St., Irwindale, CA 91702
Business Tel. No.: (626) 960-0196
State Contractor's License No. and Classification: 592268, Class A, C27, C61/D49
Title

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder: Terry Noriega
Date: 03/24/2021
Title: President

Signature of bidder: Antonio Valenzuela
Date: 03/24/2021
Title: Secretary

Signature of bidder: N/A
Date:
Title:

Signature of bidder: N/A
Date:
Title:

Signature Requirements: If bidder is an individual, name and signature of individual must be provided, if doing business under a fictitious name, the fictitious name must be set fort along with the County. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or if fewer than all of the partners/joint ventures submit with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal, or submit with evidence of authority to act on behalf of the corporation. All must be acknowledged before a Notary Public, who must certify that such individuals, partners/joint ventures, or officers were proven on the basis of satisfactory evidence to be the persons whose name are subscribed to and acknowledged that they executed the same in their authorized capacities.

[NOTARY ACKNOWLEDGMENT and CORPORATE SEAL 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 Los Angeles)

On March 25, 2021 before me, D. Jones, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega & Antonio Valenzuela,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. JONES
Notary Public - California
Los Angeles County
Commission # 2185491
My Comm. Expires Mar 29, 2021

Signature _____ **(Seal)**

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FQ60862

FILED

In the office of the Secretary of State of the State of California

AUG-25 2017

This Space for Filing Use Only

1. CORPORATE NAME
MARIPOSA LANDSCAPES, INC.

2. CALIFORNIA CORPORATE NUMBER
C1469653

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ TERRY L NORIEGA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
8. SECRETARY ANTONIO VALENZUELA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
9. CHIEF FINANCIAL OFFICER/ THERESA LU	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME TERRY NORIEGA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
TERRY NORIEGA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LANDSCAPE MAINTENANCE SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
08/25/2017	BRANDON Y HUANG	CONTROLLER	

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

ACKNOWLEDGEMENT OF ADDENDA

Bidder's name Mariposa Landscapes, Inc.

The bidder shall signify receipt of all Addenda here, if any, and attach executed copy of addenda to bid documents:

Addendum No.	Date Received	Signature
	None	

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: Mariposa Landscapes, Inc.

Business Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone and Fax Number: (626) 960-0196 (626) 960-8477

California State Contractor's License No. and Class: 592268 Class A, C27, C61/D49, C31
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 04/19/1990 Expiration Date: 04/30/2022

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Dave Widjaja, Estimator

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Terry, Noriega, President		Address: 6232 Santos Daiz St., Irwindale, CA 91702	(626) 960-0196
Antonio Valnezuela, Velnzuela		Address: 62323 Santosn Diaz St., Irwindale, CA 91702	(626) 960-0196

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None

All company, corporate, or fictitious business names used by any principal having interest in this proposal are as follows:

None

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with public agencies in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

*Please see attached

Briefly summarize the parties' claims and defenses;

*Please see attached

Have you ever had a contract terminated by the owner/agency? If so, explain.

No

Have you ever failed to complete a project? If so, explain.

No

For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)? Yes / No

Are any claims or actions unresolved or outstanding? (Yes) No

If yes to any of the above, explain. (Attach additional sheets, if necessary)
* Please see attached

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Terry Noriega
(Print name of Owner or President of Corporation/Company)

Mariposa Landscapes, Inc.
Bidder

Authorized Signature/Title

President
Title

03/24/2021
Date

On March 24, 2021 before me, D. Jones, Notary Public, personally appeared Terry Noriega, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

D. JONES
Notary Public - California
Los Angeles County
Commission # 2185491
My Comm. Expires Mar 29, 2021

My Commission Expires: 3/29/21

Mariposa Landscapes Inc.
Pending and Settled Litigation

Name	Claim/Case No.	Date	Court	Status	Type
Kesselring v. City of Palmdale	MC025984	November 7, 2016	Superior, Los Angeles	Dismissed 6-9-17	GL
M. Chavarria v. Mariposa Landscapes Inc.	BC690689	January 24, 2018	Superior, Los Angeles	Dismissed 7-1-19	Empl.
Cartwright v. City of San Dimas	BC660950	June 5, 2018	Superior, Los Angeles	Dismissed 10-2-19	GL
Arvallo v. City of Corona	RIC1810846	June 6, 2018	Superior, Riverside	Dismissed	GL
Hansell v. City of Rancho Cucamonga	CIVDS1725721	February 21, 2019	Superior, San Bernardino	Dismissed 05-21-20	GL
Aronson v. City of Palm Springs	PSC1902825	April 24, 2019	Superior, Riverside	Dismissed	GL
Flores v. City of Burbank	19STCV02043	September 5,2019	Superior, Los Angeles	Pending	GL

For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc?)- Yes

In 2020 Mariposa Landscapes, Inc. was audited by the City of Newport Beach and found to be in violation for not submitting the required DAS 140 form and for not paying the appropriate wages for services performed as extra work that were found not be considered maintenance work.

The City of Newport Beach is currently auditing us on the contract extensions for the same.

City of Newport Beach

AS-NEEDED SPORTS & RECREATIONAL FIELD LANDSCAPE SERVICES

Contract No. 7997-1

PROPOSAL

(Contractor shall submit proposals via the PROPOSAL (Bid Line Items) contained in PlanetBids. Contractor shall sign the below acknowledgement)

To the Honorable City Council
City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660

Councilmembers:

The undersigned declares that the Contractor has carefully examined the location of the work, has read the Instructions to the Bidders, has examined the Plans and Special Provisions, and hereby proposes to furnish all materials except that material supplied by the City and shall perform all work required to complete Contract No. **7997-1** in accordance with the Plans and Special Provisions, and will take in full payment therefore the following unit prices for the work, complete in place, to wit:

03/24/2021
Date

Mariposa Landscapes, Inc.
Bidder

(626) 960-0196 (626) 960-8477
Bidder's Telephone and Fax Numbers

Terry Noriega, President
Bidder's Authorized Signature and Title

592268, Class A, C27, C61/D49
Bidder's License No(s).
and Classification(s)

6232 Santos Diaz St., Irwindale, CA 91702
Bidder's Address

1000005079
DIR Registration Number

Bidder's email address: david.hall@mariposa-ca.com

EXHIBIT B
SCOPE OF SERVCES

EXHIBIT B
SCOPE OF SERVICES

SPECIFICATIONS AS PROVIDED IN FORMAL BID DOCUMENTS

AS-NEEDED SPORT & RECREATIONAL FIELD LANDSCAPING SERVICES

CONTRACT NO. 7997-1

All work necessary for the completion of this contract shall be done in accordance with these Special Provisions

Award and Selection

Award of a multi-year on-call maintenance agreement shall be awarded to lowest responsible bidder based on the lowest Base Bid amount. Lowest Base Bid amount consists of the items necessary to renovate a standard City sports/recreational field. On-call agreement compensation limits and terms shall be subject to City and City Council discretion and award.

Contractor Licensing

At the time of bid submittal and until completion of work, the Contractor must possess the following Contractor License: **C-27**. At the start of work and until completion of work, the Contractor and any/all Subcontractors shall possess a valid Business License issued by the City.

Contractor's Experience

Bidders must possess a minimum of 10 years of experience doing field renovation work.

Bidders with **no** field renovation experience for an Orange County coastal agency **shall be considered non-responsive.**

Bidders who **have not been** awarded contracts valued at over $500,000 dollars **shall be considered non-responsive**.

Bidders shall provide three (3) current municipal references, which, when checked, will need a minimum "B grade", or **shall be considered non-responsible.**

Site Locations

Arroyo Park	1411 Bayswater
Bob Henry Park	900 Dover Drive
Bonita Canyon Sports Park	1990 Ford Road
Bonita Creek Park	3010 La Vida
Buffalo Hills Park	1891 Port Provence Place
Coastal Peak Park	20403 E Coastal Peak
Eastbluff Park	2555 Vista Del Oro
Grant Howald Park	3000 Fifth Avenue
Irvine Terrace Park	721 Evita Drive
Lincoln School	3101 Pacific View Drive
Mariners Park & FS	1300 Irvine Avenue
Peninsula Park	A St and Ocean Front E
San Miguel Park	San Miguel Dr and Spyglass Hill Road
Sunset Ridge Park	4850 Coast Hwy W

Scope of Work

- **DESCRIPTION OF PROJECT**
  - Contractor shall provide as-needed athletic and recreational field services to address various projects related to maintenance and renovation of youth sports fields.
  - Furnish all labor, equipment, and supervision to provide athletic and recreational field services on an as-needed basis at various facilities, parks, and worksites located throughout the City.
  - Services shall include, but not be limited to:
    - Remove and install sod;
    - Aerate field/park areas;
    - Fertilize fields based on City specifications;
    - Mow grass;
    - Apply City-supplied seed and topdress; and
    - Apply greens sand and athletic mixes, and level areas per City requests.
  - City shall supply the following materials:
    - Roll off bins for sod disposal,
    - Mirimichi-brand fertilizer product,
    - Seed and topdress,
    - Greens sand, and
    - Athletic mix.

- **WORKMANSHIP AND SUPERVISION**
  - The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Services. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
  - All personnel working at the outlined areas shall be neat in appearance and in uniforms as approved by the Landscape Manager. All personnel shall wear identification badges or patches. Those employees working in or adjacent to traffic lanes shall wear safety vests.
  - Persons employed by the Contractor who are found not to be satisfactory by the City shall be discharged or reassigned by the Contractor on fifteen (15) days' notice from the City.
- **SAFETY REQUIREMENT**
  - 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 Landscape Manager reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract. All contractor vehicles shall have a "W.A.T.C.H." work area traffic control manual at all times
  - The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations, which shall be immediately reported to the Landscape Manager.
  - The Contractor shall notify the City immediately of any unusual and/or hazardous conditions, including tripping hazards, holes, or other conditions at the various facilities, parks, and worksites located throughout the City where Contractor is performing the Work.
- **WORKING HOURS**
  - Normal working hours shall be no more than ten (10) hours per day between the hours of 7:00 a.m. and 5:00 p.m. Normal working days are Monday through Friday. Unless otherwise specified in the Scope of Work, no Saturday or Sunday work is to be scheduled without prior verbal permission from the City. No motorized equipment shall be operated before 8:00 a.m. or after 5:00 p.m.
- **MATERIALS AND RESPONSIBILITY**
  - City shall supply the following materials:
    - Roll off bins for sod disposal,
    - Mirimichi-brand fertilizer product,
    - Seed and topdress,
    - Greens sand, and

    - Athletic mix.
  - In the event the City exercises the option to purchase the materials, the following conditions will apply:
    - Contractor shall conform to all City practices and procedures.
    - All City purchases will be for the sole expressed use of and for the City.
    - The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
    - All materials and inventories shall be made available to the City upon request. The Contractor will reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.
  - Unless otherwise stated above, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.
    - The City may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case-by- case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.
    - Receipts shall be required for reimbursements for materials purchased for projects. City reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by the Fleet/Facilities Manager, or his/her designee. The contractor shall charge the actual cost of materials to the City plus 5% for overhead costs associated with procurement of materials.

Bidding and Payment

The unit cost bid prices for each item of work shown on the Proposal shall include full compensation for furnishing the labor, materials, tools, and equipment to perform the necessary work.

On-Call agreement award shall be awarded based on the lowest base bid amount as specified in this bid.

Note: Contractor shall submit Proposal Line Items via the Line Items tab contained in PlanetBids in order to be considered for award. The following bid items included in the Proposal are as follows.

BID ITEMS

BASE BID	Deep-Tine Aeration - 10 inch solid tines (Per Field = 70,000 Sq. Ft)	Sq Ft	70000
BASE BID	Dethatch/Renovate/Vacuum Cut (Per Field = 70,000 Sq. Ft)	Sq Ft	70000
BASE BID	Install City-provided Mirimichi-brand organic fertilizer product (at 20lbs/1000 square feet)	Sq Ft	70000
BASE BID	Apply City-supplied greens sand and level (at 30 Cubic yards per field)	Cubic Yard	30

Other Work	Shatter-Tine Aeration (Per Field = 70,000 Sq. Ft)	Sq Ft	70000
Other Work	Gypsum Application at 25lbs/1000 square feet (Soil Buster or equal)	Sq Ft	70000
Other Work	Mow (Reel Blade)	Sq Ft	70000
Other Work	Mow (Rotary Blade)	Sq Ft	70000
Other Work	Core aeration and remove plugs	Sq Ft	70000
Other Work	Fertilize w/ 21-0-0 (or Equal) at 1 lb. of N/1000 square feet	Sq Ft	70000
Other Work	Replacing Home Plate	Each	1
Other Work	Replacing Pitchers Plate	Each	1
Other Work	Replacing Base Anchors	Each	1
Other Work	Moving soccer goal	Each	1
Other Work	Add Turface to Baseball or Softball Infield (40 bags per field)	Per Field	1
Other Work	Add Brickdust to Baseball or softball Infield	Per Field	1
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) (Less than 5,000 Sq. Ft.) *	Sq Ft	1
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) (5,000-20,000 Sq. Ft.) *	Sq Ft	1
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) *	Sq Ft	1

Other Work	Apply City-Supplied Seed and topdress (20 yards approx. per field)	Per Field	1
Other Work	Apply City-supplied greens sand and level (less than 10 yards)	Per Yard	1
Other Work	Apply City-supplied greens sand and level (10 yards or greater)	Per Yard	1
Other Work	Apply City-Supplied Aguinaga 80-20, Athletic Mix and level (less than 10 yards)	Per Yard	1
Other Work	Apply City-Supplied Aguinaga 80-20, Athletic Mix and level (10 yards or greater)	Per Yard	1

EXHIBIT C
SCHEDULE OF BILLING RATES

EXHIBIT C

SCHEDULE OF BILLING RATES

AS-NEEDED SPORT & RECREATIONAL FIELD LANDSCAPING SERVICES

CONTRACT NO. 7997-1

Item	Description	Unit	Unit Cost
BASE BID	Deep-Tine Aeration – 10-inch solid tines (Per Field = 70,000 Sq. Ft)	Sq Ft	$0.007143
BASE BID	Dethatch/Renovate/Vacuum Cut (Per Field = 70,000 Sq. Ft)	Sq Ft	$0.042786
BASE BID	Install City-provided Mirimichi-brand organic fertilizer product (at 20lbs/1000 square feet)	Sq Ft	$0.009400
BASE BID	Apply City-supplied greens sand and level (at 30 Cubic yards per field)	Cubic Yard	$29.50
Other Work	Shatter-Tine Aeration (Per Field = 70,000 Sq. Ft)	Sq Ft	$0.007300
Other Work	Gypsum Application at 25lbs/1000 square feet (Soil Buster or equal)	Per Field	$1,486.00
Other Work	Mow (Reel Blade)	Sq Ft	$0.009029
Other Work	Mow (Rotary Blade)	Sq Ft	$0.005786
Other Work	Core aeration and remove plugs	Sq Ft	$0.016457
Other Work	Fertilize w/ 21-0-0 (or Equal) at 1 lb. of N/1000 square feet	Sq Ft	$0.012443
Other Work	Replacing Home Plate	Each	$221.00
Other Work	Replacing Pitchers Plate	Each	$130.00

Other Work	Replacing Base Anchors	Each	$159.00
Other Work	Moving soccer goal	Each	$166.00
Other Work	Add Turface to Baseball or Softball Infield (40 bags per field)	Per Field	$3,554.00
Other Work	Add Brickdust to Baseball or softball Infield	Per Field	$3,275.00
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) (Less than 5,000 Sq. Ft.) *	Sq Ft	$1.76
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) (5,000-20,000 Sq. Ft.) *	Sq Ft	$1.50
Other Work	Remove existing, Install, and Roll Hybrid Bermuda Sod Bandera (or equal) *	Sq Ft	$1.35
Other Work	Apply City-Supplied Seed and topdress (20 yards approx. per field)	Per Field	$1,285.00
Other Work	Apply City-supplied greens sand and level (less than 10 yards)	Per Yard	$32.00
Other Work	Apply City-supplied greens sand and level (10 yards or greater)	Per Yard	$29.50
Other Work	Apply City-Supplied Aguinaga 80-20, Athletic Mix and level (less than 10 yards)	Per Yard	$32.00
Other Work	Apply City-Supplied Aguinaga 80-20, Athletic Mix and level (10 yards or greater)	Per Yard	$29.50

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 and 00/100 ($_____), 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 LANDSCAPE MAINTENANCE OF MEDIANS AND ROADSIDES, 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 _____ Dollars and 00/100 ($_____.00) 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), of the Agreement, to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed

thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

_____	_____
Name of Contractor (Principal)	Authorized Signature/Title
_____	_____
Name of Surety	Authorized Agent Signature
_____	_____
Address of Surety	Print Name and Title
_____	
Telephone	

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date:_____

By:_____
Aaron C. Harp
City Attorney

NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature (seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____} *ss.*
On _____, 20_____ before me, _____,
Notary Public, personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature (seal)

EXHIBIT F

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.

   B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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).

   C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

   A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

   B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as insureds under such policies.

   C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

   D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

   A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or

extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 14

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Seimone Jurjis, Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov

PREPARED BY: Jim Campbell, Deputy Community Development Director, jcampbell@newportbeachca.gov
PHONE: 949-644-3210

TITLE: Planning Commission Agenda Report for June 3, 2021

ITEM NO. 1 **MINUTES OF MAY 6, 2021**

SUMMARY: Draft minutes from the May 6, 2021 meeting of the Planning Commission.

The Planning Commission considered the draft minutes and suggested edits, and the amended minutes were approved by the following vote.

AYES:	Klaustermeier, Kleiman, Koetting, Rosene, and Weigand
NOES:	None
ABSENT:	Ellmore and Lowrey
ABSTAIN:	None

ACTION: Approved as amended.

ITEM NO. 2 **IBBETSON TRUST ENCROACHMENT (PA2021-088)**
Site Location: 400 Aliso Avenue

SUMMARY: A request to install non-compliant private improvements within the Aliso Avenue and Beacon Street public rights-of-way consisting of a 30-inch high fence with two inwards swinging gates that encroach up to six feet into the public right-of-way. The property owner requests to install landscaping with a maximum growth characteristic that ranges between 3-feet and 7-feet in height. City Staff recommends the installation of landscaping with a maximum growth characteristic of 24-inches high within the 'limited use area' and 36-inches high within the remaining portions of public right-of-way.

ACTION: The Planning Commission approved the project as recommended by the following vote.

AYES:	Klaustermeier, Kleiman, Koetting, Rosene, and Weigand
NOES:	None
ABSENT:	Ellmore and Lowrey
ABSTAIN:	None

ACTION: Approved as recommended by staff.

PUBLIC HEARING ITEMS:

ITEM NO. 3 **BSP BRISTOL MEDICAL OFFICES (PA2020-052)**
Site Location: 1400 And 1420 North Bristol Street

SUMMARY: A condominium conversion in conjunction with a tentative parcel map to convert two existing two-story office buildings to medical office condominiums, creating between 22 to 30 ownership units. The applicant is also requesting a conditional use permit for the reduction of 38 on-site parking spaces to accommodate the conversion to medical office.

ACTION: The Planning Commission conducted a public hearing and continued the item to July 8, 2021, for further review, by the following vote.

AYES:	Klaustermeier, Kleiman, Koetting, Rosene, and Weigand
NOES:	None
ABSENT:	Ellmore and Lowrey
ABSTAIN:	None

NEWPORT BEACH PLANNING COMMISSION AGENDA
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, JUNE 3, 2021
REGULAR MEETING – 6:30 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.

Press *9 or use the "raise hand" function to provide public comments on non-agenda items.

V. REQUEST FOR CONTINUANCES

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF MAY 6, 2021

To comment on this item during the meeting, press ***9** or use the **"raise hand"** function.

Recommended Action: Approve and file.

ITEM NO. 2 IBBETSON TRUST ENCROACHMENT (PA2021-088)
Site Location: 400 Aliso Avenue

To comment on this item during the meeting, press ***9** or use the **"raise hand"** function.

Summary:

A request to install non-compliant private improvements within the Aliso Avenue and Beacon Street public rights-of-way consisting of a 30-inch high fence with two inwards swinging gates that encroach up to six feet into the public right-of-way. The property owner requests to install landscaping with a maximum growth characteristic that ranges between 3-feet and 7-feet in height. City Staff recommends the installation of landscaping with a maximum growth characteristic of 24-inches high within the 'limited use area' and 36-inches high within the remaining portions of public right-of-way.

Recommended Action:

1. Find the project exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303 under Class 3 (New Construction or Conversion of Small Structures), because it has no significant effect on the environment;

2. Waive City Council Policy L-6, *Encroachments in Public Rights-of-Way*, to install non-compliant private improvements consisting of a 30-inch high fence with two gates that encroach into the Aliso Avenue and Beacon Street public rights-of-way, contingent upon all conditions of the Encroachment Permit process being met;

3. Comply with Public Works Standard 105, *Intersection Line of Sight Requirements*, and City Council Policy L-6 to limit landscaping with a maximum growth characteristic of 24-inches within the 'limited use area' and 36-inches within the remaining Aliso Avenue and Beacon Street public rights-of-way; and

4. Adopt Resolution No. PC2021-014 waiving City Council Policy L-6 and approving Encroachment Permit No. N2021-0158.

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. 3 BSP BRISTOL, LLC MEDICAL OFFICES (PA2020-052)
Site Location: 1400 and 1420 North Bristol Street

To comment on this item during the meeting, press ***9** or use the **"raise hand"** function.

Summary:

A condominium conversion in conjunction with a tentative parcel map to convert two existing two-story office buildings to medical office condominiums, creating between 22 to 30 ownership units. The applicant is also requesting a conditional use permit for the reduction of 38 on-site parking spaces to accommodate the conversion to medical office.

Recommended Action:

1. Conduct a public hearing;

2. This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 under Class 1 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter, because it has no potential to have a significant effect on the environment; and

3. Adopt Resolution No. PC2021-015 approving Condominium Conversion No. CC2020-002, Tentative Parcel Map No. NP2020-003, Traffic Study No. TS2021-001, and Conditional Use Permit No. UP2020-185.

VIII. STAFF AND COMMISSIONER ITEMS

ITEM NO. 4 **MOTION FOR RECONSIDERATION**

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

ITEM NO. 6 **REQUESTS FOR EXCUSED ABSENCES**

IX. ADJOURNMENT

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 15

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Leilani I. Brown, City Clerk - 949-644-3005, lbrown@newportbeachca.gov
PREPARED BY:	Brandi Goodman-DeCoud, Assistant City Clerk, bgoodman@newportbeachca.gov
PHONE:	949-644-3006
TITLE:	Board and Commission Scheduled Vacancies – Confirmation of Nominees

ABSTRACT:

The annual vacancies on the City of Newport Beach's (City's) Boards and Commissions will occur on June 30, 2021. The process to fill the vacancies is provided in City Council Policy A-2 (*Boards, Commissions, and Committees*). As part of this process, an Ad Hoc Committee of the City Council interviewed applicants and made nomination recommendations as provided in this staff report. All vacancies were noticed according to the Maddy Act and City Council Policy A-2.

RECOMMENDATION:

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

b) Waive the portion of City Council Policy A-2 (*Boards, Commissions & Committees*) that recommends nominating two or more candidates for each vacancy, if an insufficient number of candidates are available; and

c) Confirm the nominations made by the City Council Ad Hoc Appointments Committee:

Board of Library Trustees [1 vacancy]
Doug Coulter (incumbent)
Ash Kumra

Building and Fire Board of Appeals [2 vacancies]*
Charles Allen
Kenneth Bondy

* Since only two applications were received, the Ad Hoc Committee is only providing two names for consideration.

City Arts Commission [3 vacancies]
Gregory Cox
Maureen Flanagan (incumbent)
Barbara George
Meghan McNulty
Sara Salam
Laurel Tippett

Civil Service Board (Council nominee) [1 vacancy]
Paul Meyer
Edgar Oglesby

Harbor Commission [2 vacancies]
Scott Cunningham (incumbent)
Kevin Kramer
Steve Scully (incumbent)
Jordan Wachter

Parks, Beaches & Recreation Commission [2 vacancies]
Randall Black
Heather Ignatin (incumbent)
Keira Kirby
Cynthia Sender
Sheela Voleti

Planning Commission [2 vacancies]
Lauren Kleiman (incumbent)
Jonathan Langford
Lee Lowrey (incumbent)
Patrick McCann
Debbie Stevens

DISCUSSION:

Pursuant to City Council Policy A-2, Mayor Brad Avery established a Council Ad Hoc Appointments Committee comprised of Council Member Joy Brenner, Council Member Diane Dixon and Council Member Will O'Neill. The Ad Hoc Committee (Committee) was charged with reviewing all applications and making recommendations to the full City Council for the Board and Commission vacancies scheduled to occur on June 30, 2021.

After the application period concluded on May 12, 2021, the Committee reviewed the applications and then conducted interviews with selected applicants on Friday, May 28, 2021. Following the interviews, the Committee members determined that they were unable to recommend at least two candidates for every vacant seat. Therefore, the Committee respectfully requests that the City Council waive the Council Policy A-2 that states, "By having a goal of two (2) or more candidates for each vacancy, it is the intent of the City Council that at least two (2) separate individuals should be considered for each vacancy (i.e., if there are two (2) vacancies, the City will attempt to have four (4) separate individuals under consideration)."

The City Council will conduct appointments to fill these vacancies at its Tuesday, June 22, 2021 meeting. All new terms will be effective July 1, 2021, with an expiration date of June 30, 2025.

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 – Board of Library Trustees Applications
Attachment B – Building and Fire Board of Appeals Applications
Attachment C – City Arts Commission Applications
Attachment D – Civil Service Board Applications
Attachment E – Harbor Commission Applications
Attachment F – Parks, Beaches & Recreation Commission Applications
Attachment G – Planning Commission Applications

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 5
Verified by _____

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: Newport Beach Library Board of Trustees

Name: Coulter (Last) Douglas (First) A. (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 42 Years Home/Cell #: [redacted]

Business Address: Retired - I.B.M. Business Phone:

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.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Michigan State University	Economics	B.A.	1956

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Oasis Garden Club	President	1992 - Present
N.B. Civil Service Board	Chairman	2006 - 2014
N.B. Library Board of Trustees	Vice Chairman	2017 - 2021

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
I.B.M.	Computers	Regional Mgr.	1972-1992
U.S. Army Reserve		1st LT Econ. Ofcr.	1961-1966

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Scott Paulsen Address [redacted] Phone No. [redacted]

2. Name Joe Rothman 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.

It is a pleasure representing the Friends of the Library to the Board. These volunteers do a great job collecting book donations and selling them for the benefit of the Library.
The Library offers so much to the public. I have a history of serving on various public service groups and continuing the good works that the Library brings to the community is both an honor and a pleasure.

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 [redacted] Date April 10, 2021

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 2
Verified by [illegible]

RECEIVED

2019 MAY -6 AM 10: 00

OFFICE OF
THE CITY CLERK
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: Board of Library Trustees

Name: Kumra (Last) Ash (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 4 years Home/Cell #: [redacted]

Business Address: [redacted] Business Phone:

[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.

I do not see any.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of California Irvine	Int. Stud.	BA	2004

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Newport Beach Foundation	Board Member	Dec. 2017 to Present
UC. Irvine Beall Center for Innovation	Board Advisor	Jan. 2016 to Present
Elite OC Young Professionals	Board Member	Sept. 2016 to April 2018
Startup America	California Co-Leader	Jan 2012 to Jan 2015

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
88.9 FM Radio	Media + Communications	Business Radio Host	Sept. 2016 to Present
Public Speaker + Moderator	Education	Speaker + Event Producer	March 2012 to Present
Morgan James Book Publishing	Book Publishing	Author	January 2017 to Present
Youngry	Marketing Agency	Board Member	June 2016 to Present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Joseph Stapleton Address Newport Beach Foundation Chairman Phone No. [redacted]

2. Name Gary Sherwin Address Visit Newport Beach CEO 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.

Please see attachments

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 [redacted] Date 05-04-19

Dear Colleagues,

I am very excited to apply for an opportunity to keep our city's library system and initiatives thriving. Libraries are one of the best assets for education, community and innovation. I know this because my whole career and upbringing would not be possible without access to libraries.

The past 10 years I have helped several dozen business communities and thousands of students thrive. I got my start in 2010 when I was awarded the EMPACT 100 award from the White House . I then worked with Steve Case/White House backed Startup America to launch entrepreneurship and education programs all across California.

On the community impact level I have been blessed to have worked locally with the Newport Beach Foundation. As a founding board member I have been involved with communication and marketing endeavours. I also help serve our state's greater educational needs by serving on UC Irvine's schools business school advisory board committee for innovation.

I sincerely thank you for reviewing my application and considering me for this opportunity.

Have a great day!

Ash Kumra

Ash Kumra

Email: [redacted] **Phone:** [redacted] **Website:** www.ashkumra.com

As Seen On: Forbes Entrepreneur THE HUFFINGTON POST Los Angeles Times TEDx

Bio: Ash Kumra is a global community builder, meditation coach and national radio show host recognized twice by the White House as "an entrepreneur making an impact." In 2010 he was awarded the EMPACT 100 award from the White House and afterwards worked with Steve Case/White House backed Startup America to help launch entrepreneurship programs all across California. His media credits include Sony Television, Forbes, Huffington Post, Wall Street Journal, and Entrepreneur magazine.

Ash has helped create programs to thousands of professionals and creators. In 2016, Ash help create entrepreneurship movement YOUNGRY for millennials, women and inclusive entrepreneurs. YOUNGRY was the first company to complete a title III/reg cf deal on investment platform Republic.

Ash has a passion to help entrepreneurs, and professionals be more purpose driven using meditation, peak performance and mindfulness. He has spoken across the globe to over 10,000 and interviewed over 500 luminaries including including Dr. OZ, FitBody Boot Camp CEO, Bedros Keulian and Dr. Drew.

Ash also serves on UC Irvine's Beall Center for Entrepreneurship, Startup Grind OC and Newport Beach Foundation.

Ash Kumra

Career Highlights:

KUCI
88.9 FM * KUCI.ORG

Radio Show Host And Producer (September 2016 to Present)

Run one of the largest weekly entrepreneur radio shows in Southern California interviewing successful entrepreneurs, investors and influencers to help early stage entrepreneurs thrive. See several clips here: http://ashkumra.com/category/media/ .

YOUNGRY

Co-Founder & Board Member (June 2016 – Present)

YOUNGRY™ is a movement and mentor platform for entrepreneurs "Young In Spirit, Hungry In Ambition" to succeed. My role as co-founder includes building a national movement of early stage entrepreneurs and mentors across North America. Forbes Media Profile: http://bit.ly/2mqmmwA .

STARTUP AMERICA PARTNERSHIP

California Statewide Leader (January 2012 to January 2015)

A movement by entrepreneurs, for entrepreneurs - launched January 31, 2011, at the White House to help inspire and celebrate entrepreneurs, their firms and the people that join them. I was part of the founding California team and helped create programs that impacted thousands of businesses. White House Speech: http://bit.ly/2pzAjt9 .

Ash Kumra

Speaker and Mindset Coach (March 2012 to Present)

I have spoken to over 10,000 people and has been cited in 100's of articles including Forbes Magazine, Huffington Post, American Express Forum, Entrepreneur Magazine, Startup America/Up Global, LA Times, OC Register, Tedx & White House. Media Reel: https://youtu.be/BtqXWACAKB8

Featured TV Entrepreneur (November 2017 to February 2018)

Presented on SONY TV's global investment show "Meet The Drapers" co-starring venture capitalists Tim Draper, Jesse Draper and others.

ProFinder Influencer And Business Consultant (January 2017)

I was awarded by Linkedin a "Best of 2017" award for business consulting and advisory work. Profile: https://www.linkedin.com/profinder/pro/ashkumra.

Ash Kumra

[redacted] [redacted]
[redacted]

PROFESSIONAL SUMMARY

Versatile radio show, podcast, and live media content producer. Over 500 interviews and productions include Dr. Oz, Sony Television, Forbes, Huffington Post, Wall Street Journal, and Entrepreneur magazine. Am also a featured course author on LinkedIn learning on becoming an industry expert and upcoming book with Ideapress Publishing (June 2021). Prior helped launch the California chapter for Startup America and listed by the White House as a top 100 impact entrepreneur.

SKILLS

- Content production
- Podcast editing
- Storytelling
- Broadcasting
- Journalism
- Social media
- On-Air hosting
- FM Radio hosting
- Podcast production
- Event production

WORK HISTORY

FM RADIO SHOW HOST — *09/2016 to CURRENT*

88.9FM | Irvine, CA

- A weekly radio show interviewing successful entrepreneurs, investors and influencers. Interviews have included Dr. OZ, Dr. Drew and over 500 other luminaries. See more media here: https://www.ashkumra.com/about-me/ .

#LINKEDINLIVE VIDEO HOST — *01/2018 to CURRENT*

LinkedIn (Freelance) | Online

- #LinkedinLive show has featured 100's of successful entrepreneurs, investors and influencers.

PERSONAL BRAND COURSE AUTHOR — *05/2020 to CURRENT*

Madecraft (Contract) | Santa Barbara, California

- Course link: www.linkedin.com/learning/how-to-stand-out/ .
- I was selected by Madecraft's content acquisition team to develop next-generation learning courses as a subject matter expert.

BOOK AUTHOR — *07/2020 to CURRENT*

Ideapress Publishing (Contract) | Washington DC

- Ideapress has published more than 50 titles over the past five years, including multiple bestsellers from widely known authors.

EVENT PRODUCER AND SPEAKER — *01/2012 to CURRENT*

Ash Kumra | Los Angeles, CA

- I have spoken to over 10,000 people on peak performance, entrepreneurship, community, and mindfulness.

- TV and media credits include Sony, Forbes, Huffington Post, Wall Street Journal, and Entrepreneur magazine. Additional highlights include:

1. Building a national movement of business owners, securing 100's of sales/marketing deals and recruiting top influencers across North America.
2. Created programs impacting thousands of businesses with the White House. Program: https://obamawhitehouse.archives.gov/economy/business/startup-america

EBOOK PRODUCER
01/2020 to CURRENT

Bookboon (Contract)

- Bookboon's eLibrary helps companies create a culture of proactive learning for corporations and high growth professionals.
- I have produced 20 hours on mindfulness, productivity and self-growth.

YOUNGRY
06/2016 to 04/2019

Co-Founder And Event Producer | Los Angeles, CA

- A global entrepreneurship movement and mentor platform to help millennial entrepreneurs thrive. We were also the first company to complete a title III/reg cf deal on investment platform Republic.

FEATURED TV ENTREPRENEUR
07/2017 to 07/2018

Sony Television | Los Angeles, CA

- Presented YOUNGRY™ on SONY TV's global investment show "Meet The Drapers" co-starring venture capitalist Tim Draper
- The show was made in partnership with investment platform Republic.

CALIFORNIA STATEWIDE LEADER
01/2012 to 01/2015

Startup America (now Techstars) | California

- A movement by entrepreneurs, for entrepreneurs - launched January 31, 2011, at the White House to help inspire and celebrate entrepreneurs, their firms and the people that join them.
- Focused on bringing the private sector together to maximize the success of America's entrepreneurs – and maximize America's competitiveness in an increasingly global world.

AWARDS

- **White House Awardee:** www.prnewswire.com/news-releases/irvine-chamber-congratulates-ief-winner-and-chamber-member-for-white-house-presentation-on-entrepreneurship-134307673.html
- **Forbes Media:** hwww.forbes.com/sites/julesschroeder/2016/09/27/why-this-founder-is-starting-a-movement-to-empower-young-entrepreneurs/.

EDUCATION

Bachelor of Arts
UC Irvine, Irvine

ATTACHMENT B

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. ✓ 6
Verified by ✓

RECEIVED

2021 APR -7 AM 11:13

OFFICE OF THE CITY CLERK

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: Building and Fire Board of Appeals

Name: Allen (Last) Charles (First) Manuel (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 13 years Home/Cell #: [redacted]

Business Address: N/A Retired Business Phone:

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.

Past: Could have applied for a materials variances as Primary Contractors License holder for previous employer.
Current and Future : No foreseeable financial interests

Universities Attended	Major	Degree	Attended
Va. Tech	Building Construction	BS	1981

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
None		

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
Southland Industries	Mechanical Construction	EVP	1989 - 2020
Limbach Company	Mechanical Construction	Project Manager	1981 - 1989

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Tom Nieto Address [redacted] Phone No. [redacted]

2. Name Vicky Merrill 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 have recently retired from a 40-year career in the design build construction industry and am looking for opportunities to give back the community. While employed at Southland Industries I held the California Contractors License (B, C4, C20, C36, & C43) from 1998 until 2020. I also held contractor's license in OR, NM, TX, &GA. I fell that my overall knowledge of construction and building codes would be a benefit to 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 I[redacted]

☑ Signature [redacted] Date 4/3/2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 1
Verified by MR ✓
ROV

2021 MAY -4 AM 7:35

OFFICE OF
THE CITY CLERK
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: Building and Fire Board of Appeals

Name: Bondy (Last) Kenneth (First) Dirk (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 6 mos 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.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
UC Berkeley	Structural Engineering and Mechanics of Materials	M.S.	1989
Cal Poly, San Luis Obispo	Architectural Engineering	B.S.	1988

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Structural Engineer's Association of Southern California	Board Member	1995
American Concrete Institute	Member of ACI 318-T	2020-21
Post-Tensioning Institute	Technical Activities Board Member	2005

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
Seneca Structural Engineering, Inc.	Structural Engineering Consulting	President, CEO	1998-present
UCLA	University	Lecturer	2011-present
Cal Poly, San Luis Obispo	University	Lecturer	2014-present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Stan Leder Address [redacted] Phone No. [redacted]

2. Name Steve Gaffney 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 am a structural engineer with 32 years of experience. I have moved my company and my residence to the City of Newport Beach and I would like to be an active participant in the community - particularly with the building department. I hope that my expertise in structural engineering, seismic design and in concrete, can be an asset for the building department.

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 K. Dirk Bondy Date 5-3-2021

ATTACHMENT C

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

2021 APR 26 AM 11:09

OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY

Residence District No. 6
Verified by _____
ROV

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: City Arts Commission

Name: Cox (Last) Gregory (First) Pierre (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 10 years Home/Cell #: [redacted]

Business Address: [redacted] Business Phone:

[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.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Sorbonne - Paris	Business	MBA	1994
Royal Academy of Music	Music	Music	1992

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership

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
Pacific Symphony	Symphony Orchestra	Vice President	2013
Claremont Colleges	University	Vice President	2008
League of American Orchestras	Arts Advocacy	National Fellow	1998

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Scott Siegel Address [redacted] Phone No. [redacted]

2. Name Susan Anderson 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.

As a resident of Newport Beach and a long time leader in arts management in California and throughout the U.S., it truly would be an honor for me to join Newport Beach City Arts Commission.

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 Gregory Pierre Cox Date 04-24-2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 3
Verified by AR ROV ✓

2021 APR -5 AM 9:15

OFFICE OF
THE CITY CLERK
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: City Arts Commission

Name: Flanagan (Last) Maureen (First) Anne (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 18 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
California State University @ Long Beach	Business	MBA	1984
University of Southern California	Business	Bachelor of Science	1978

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
NB City Arts Commission	Commissioner	8/2019-current
SPIN (Serving People in Need)	Board Member	2012-current
Newport Bay Conservancy	Member	2008-current
Catholic Diocese of Orange-Finance Council	Chairperson	2008-2018

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
First Republic Bank	Wealth Management & Banking	Managing Director	6/26/2012-present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Laura Ruiz Address [redacted] Phone No. [redacted]

2. Name Kathryn Smith 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 was appointed to the commission for only 8 months when Covid shut everything down. I've learned a great deal as a commissioner in those months and look forward to giving back to my community by continuing my involvement on the commission. My focus is on keeping the historical beauty of Newport Beach preserved and supporting all the arts in the city.

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 Maureen A. Flanagan Date April 4, 2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 7

Verified by ROV

2021 MAY -5 PM 12:11

OFFICE OF THE CITY CLERK 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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: • City Arts Commission

Name: George (Last) Barbara (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 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.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
New Jersey City University	Media Arts	BA	2003

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
BLEXIT California	State Director	2020-current
CA Hispanic Republicans PAC	Board Member	2020-current
OCGOP	Central Committee	2020-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
Steel for Congress	Political Campaign	Chair Hispanic Outreach	2019-current

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Heather Fitchner Address [redacted] Phone No. [redacted]

2. Name Dr. Tim Ramierez 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 will be a great addition to the The City Arts Commission because of my background and involvement in the art community. I have achieved a Bachelor of Arts degree in Media Arts and Production. Since finishing my college career I have been activity involved in several different avenues of the art community, most notably I have served as a Executive Producer for a successful media and marketing agency. In the agency we conceptualize, produce and execute art work, websites, social media, photography and broadcast commercials/PSAs. I have used various art techniques to effectively convey ideas, emotions, tones, and stories. Consulted with clients and art directors regarding all visual content.
Having being raised in the New York Tri-State area I have been exposed to all forms and venues of the art world from museums and world class opera to movie productions and live human art exhibits. This experience and film school have helped me develop a critical eye and discernment artistic value at the highest level.

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 *Barbara George* Date 5/3/2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 5
Verified by RCV

2021 MAY 11 PM 12:00
OFFICE OF
THE CITY CLERK
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: City Arts Commission

Name: McNulty (Last) Meghan (First) E (Middle)

Residence Address (required): Zip Code:

How long have you lived in Newport Beach? 4 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.

none

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of Southern California (USC)	Biomedical Engineerig	B.S.	2007
Southwestern Law School	emphasis on business and wills, trust, estate planning law	J.D.	2013

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
New Majority OC	Board member	2017- present
Gennext	none	2017- present
Lincoln Club	none	2017 -2020
Newport Beach Foundtion	Board member	2020 - 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
ACELL	medical device	Business Sales Area manger	2011- 2020
RTT Medical	tissue engineering	Business Development Director Consultant	2021- present
Law offices of Meghan E. McNulty	law firm - business, wills, trust, estate planning	lawyer	2015 - present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Antonella Castro Address [redacted] Phone No. [redacted]

2. Name Chris Frace 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 would love to serve the city arts commission because of my passion for art, history and traveling. Since I was a little girl, I have always been fascinated with Art History. During my travels, I have visited several museums and believe that the art in each city is very significant and important. Art represents the culture, history and beauty of a city. Though I went to school to beome a lawyer and engineer, and not an art history major, I was able to study the historical significance of Art while pursuing these degrees. My analytical skills developed in law and engineering school could serve the Art commission well. Further, I am civically minded and belive in giving back to my 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 Meghan McNulty Date 5-10-2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 1
Verified by ROV

2021 MAY 13 AM 7:49
OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: City Arts Commission

Name: Salam (Last) Sara (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 33 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.

N/A

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
UCLA, Los Angeles, CA	Political Science	Bachelors	2010
Harvard University, Cambridge, MA	Business	Some Graduate	2015

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Distinguished Citizen Program, NB Foudation	N/A	2020
PIHRA (Professionals in Human Resources Assoc)	Communications Chair	2018
Daily Bruin Alumni Network, UCLA	Mentoring Committee	2020 - 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
Sara Salam, Inc.	Author, Consultancy	President	2018-Present
LA Clippers	NBA Front Office	HR Manager	2015-2017
Boston Red Sox	MLB Front Office	HR Specialist	2010-2015

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Fatima Branch Address [redacted] Phone No. [redacted]

2. Name Mitch Gardiner 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.

As a citizen born and raised in Newport Beach, I'm looking to take on an active role in civic life. A published writer since age 11 when I started writing movie reviews for the Daily Pilot, my goal is to share my love of artisitic expression while creating opportunities for fellow creatives with and for the city and greater community. I have published nine books to date, with my 10th due to publish in June 2021. My work is sold at local businesses including Lido Village Books. As a graduate of the 2020 Distinguished Citizens Program, I'm familiar with the City's infrastructure and understand how all the moving parts fit together. With this approach, I believe I will add value to the City Arts Commission.

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 Sara Salam Date 05/11/2021

Submit by Email | Print Form

APPLICATION FOR APPOINTIVE POSITION

RECEIVED
2021 MAY 12 AM 9:36
OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 3
Verified by RDV

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: EQAC, City Arts Commission, Board of Library Trustees, Planning Commission

Name: Tippett (Last) Laurel (First) Michelle (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? I was born here 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.

N/A

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Northwestern University, Evanston, IL	Communications/International	B.S.	2001
UC Hastings College of the Law, SF, CA		J.D.	2005

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Distinguished Citizen Program, Newport Beach		2020
Co-Founder of SHARE - local community organization		2019-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
CEO/RE manager for the County of Orange	Real Estate transactions	Administrative Manager 1	2016-present
County Counsel, Orange County	Child Dependency cases	Deputy County Counsel	2008 - 2016
District Attorney, Orange County	Trial Attorney	Deputy District Attorney	2006 - 2008

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Kristen Gooding Address [redacted] Phone No. [redacted]

2. Name Lauren Kramer 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 grew up in Newport Beach and returned after law school to work and raise my kids here. Participating in the DCP program through the Newport Beach Foundation peaked my interest in learning more about our City and continuing to be an active member in my community. I have enjoyed, and continue to find value in my career as a lawyer in the public sector for the County. I am interested in the ways in which governments interact between the state, county and city levels. As a lawyer, I am a strong advocate for my clients. I listen to all sides of an argument before making a decision and I get deals done by knowing what points are deal breakers and which points can be compromised. I would bring these skills to the City.

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 Laurel Tippett [redacted] Date 5-11-2021

ATTACHMENT D

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 5
Verified by
ROV

2020 SEP 21 AM 8:24

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Parks, Beaches and Recreation // Civil Service Board

Name: Meyer (Last) Paul (First) Seth (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 7 1/2 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 California, Los Angeles	Political Science, Psychology	B.A.	1968
U.C.L.A. School of Law	Law	J.D.	1971

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (If any)	Dates of Membership
American College of Trial Lawyers	Regent, Various Chairs	1992-Present
Orange County Criminal Defense Bar Association	President	2014-Present
International Society of Barristers	Fellow	2000 - present
Orange County Bar Association	Director at Large	1990's

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
Paul S. Meyer Law Offices	Law	President / Attorney	1981- present
Orange County District Attorney	County Attorney Law	President / Attorney	1972-1981
Western State School of Law	Law School	Adjunct Professor	1980-1994
Continuing Education of the Bar / Lecturer Legal Organizations	Education	Various Subjects	1980's- present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Steven Bromberg Address [redacted] Phone No. [redacted]

2. Name Robyn Grant 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.

My positive involvement in developing and presenting seawall information to assist the Council and Tidelands Committee in reaching a well-received decision re-affirmed the benefits of collaboration in city administration. Through that process I met countless residents who were impacted by the decision, and I had the privilege to know and work with members of the Council, City Engineers, Tidelands Committee members and many others. Since then, I have been encouraged to become more involved in City service, and I believe I could assist in a friendly and productive manner. My work as a law professor, trial lawyer, and president of an affiliated bar association brings me daily renewed enthusiasm about the benefits of working together. In my work as a lawyer, I have represented judges in matters involving our Board of Supervisors, as well as work in many delicate litigation and negotiation legal cases. Community service has been a calling in many bar and law school functions, as well as in my role as a Fellow and overseeing Regent of the American College of Trial Lawyers. I hope to bring an organized, intelligent and collaborative perspective to future service.

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 [redacted] Date 9-13-20

APPLICATION FOR APPOINTIVE POSITION

RECEIVED
2021 MAY 10 AM 10:51
OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 6
Verified by
ROV

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: Civil Service Board

Name: Oglesby (Last) Edgar (First) Wixon (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 27 years Home/Cell #: [redacted]

Business Address: Retired Business Phone:

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)

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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
University of Southern California	Public Administration	MPA	1975
California State University Los Angeles	Political Science	BA	1970

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Orange County Grand Jury	Member	2015 -2016

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Orange County Grand Jury	Grand Jury	Member	2015 -2016
Fullerton College	College	Professor	1991 - 2014
University of California - Irvine	College	Professor	2012 - 2014
Los Angeles Police Department	Law Enforcement	Police Lieutenant	1960 - 1991

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Charles Cortright Address [redacted] Phone No. [redacted]

2. Name Cathy Voreyer 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.

Based on my experience and education, I believe that I could be of considerable value to the Civil Service Board. My knowledge of the civil service challenges has provided valuable insight and the ability to be fair and objective. After residing in Newport Beach for so many years, I would like the opportunity to provide my expertise.

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.

☐ Signature [redacted] Date May 10, 2021

ATTACHMENT E

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 5
Verified by ZR ✓
ROV

2021 MAY 10 AM 7:23

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Harbor Commission

Name: Cunningham (Last) Scott (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 19 years Home/Cell #: [redacted]

Business Address: Business Phone:

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
UCLA	Economics	BA	1983

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Harbor Commission	Vice-Chair	2017-2021
Beacon Bay HOA	President	2011-2016

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Broadcom	Semiconductors	Sales Executive	1998-2020

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name John L Curci Address [redacted] Phone No. [redacted]

2. Name Dennis Durgan 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.

For the past four years, I have had the pleasure of serving our City Council and residents on the Harbor Commission. My areas of focus have been dredging our navigational channels and the RGP54 dredging permit process. I've been fortunate to have strong support from City Council and Staff to push these initiatives forward. We've had success but there is more work to be done.

If selected to serve a second term, in addition to continuing the efforts on the dredging initiatives, I will work closely with my Harbor Commission colleagues (and our new Harbormaster Paul Blank) in helping to craft a harbor modernization plan for the next 50 years.

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 Scott Cunningham Date May 10th, 2021

RECEIVED

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District
Verified by

2019 APR -8 PM 12: 03

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Harbor Commission

Name: Kramer (Last) Kevin (First) Fitzgerald (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 25 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.

I am a former private yacht captain turned yacht broker who has come home to raise his son. Though I will not have direct financial conflicts, my goal is to improve the waterways and accessiblitly to the bay for residences, transients and my son which could indirectly improve my business.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Orange Coast College	USCG License	100 GT Master	2000
California Maritime Academy	Marine Transportation		2001
Maritime Professional Training	USCG License	1600/3000 GT Master	2010

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
n/a		

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
Northrop & Johnson	Yacht Brokerage	Salesman	01/2018
M/Y Marlinda	Private Yacht	Captain	12/2011

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Scott Sandland Address [redacted] Phone No. [redacted]

2. Name Chris Fletcher 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.

Growing up in Newport Beach was an absolute privilege. Having the mountains, desert and ocean easily accessible year-round was something I just expected and took for granted. Now that I have traveled the World visiting the most exclusive and remote harbors I have returned home a little disenfranchised at the state of my home port. Newport Harbor is truly a unique destination and my goal is to raise the standard on the water by improving safety standards, yacht maintenance practices and transient accessibility.
I currently hold a Master upon Oceans 1600/3000 GT license and you can frequently find me paddling or cruising on the bay.

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 [redacted] Date April 8, 2019

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

2019 APR -8 AM 8:53

OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 6
Verified by

ROV

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: Harbor Commission

Name: Scully (Last) Stephen (First) Anthony (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 25 Years Home/Cell #: [redacted]

Business Address: [redacted] Business Phone:

[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	Business/Finance	BA	1981

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
International Fund for Annimal Welfare	International Philanthropy Committee	2012 - 2015
Wrigley Institute for Environmenal Studies	Advisory Board	2011 - 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
Scully Companies, Inc.	Transportation/Logistics	President	1981 - 2011
Clean Energy Fuels, Inc.	Natural Gas Distributor	Chairman of the Board	2014 - Current

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Andrew Littlefair Address [redacted] Phone No. [redacted]

2. Name Suhail Dada 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.

Thank you for the opportunity to submit this application for the open Harbor Commission position. I am very interested in getting more involved within our community and have a strong affection for our harbor in Newport Beach. I am a long-term boat owner with a slip in Newport and have lived in Newport Beach for over 20 years. I believe that our city owns and operates the most beautiful harbor on the West Coast, and I would fully commit myself to serving the needs of all constituents within our community. I have gained significant experience through my business career, from starting my company and helping it grow over thirty years. Additionally, I have served on multiple philanthropic and for-profit boards and assisted these entities in managing their organizations with a focus on long term planning and organizational development. Utilizing my background, I would bring a commitment to understand the needs of our community that the Commission is responsible for and bring a reasonable voice from a long-term resident and boater who understands the value of our Harbor.

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

☑ Signature [redacted] Date 4/8/2019

April 6, 2021

To: Newport Beach City Council and Staff

From: Steve Scully – Harbor Commission

Re: Expiration of Term

The purpose of this document is to formally request that I be considered for a full term for my expiring position as a member of the Newport Beach Harbor Commission. In June of 2019 I was appointed to fill an open position due to a Commissioner leaving after two years of the four-year term. I was selected for this opening and this term is currently expiring.

I would like to request that I be re-appointed for a full four-year term this June. I have been an active member of the Harbor Commission and have accomplished several objectives during the past two years. One example of this, which was also presented to the City Council, was the Harbor Stakeholder/Attendance Study. I have spent the last two years getting up to speed on numerous areas where the Harbor Commission is involved, and this experience will allow me to be significantly more informed and productive.

I would like to thank you very much for your consideration. I have genuinely enjoyed working with everyone on staff with the City and appreciate what they have done for me.

Respectfully,

Steve Scully

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 1

Verified by MR

ROV

2019 APR -8 PM 12: 22

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Harbor Comission

Name: Wachter (Last) Jordan (First) Davis (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 2 years Home/Cell #: [redacted]

Business Address: [redacted] Business Phone: [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.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
lifornia State University, Fullert	Business	BA	2011

Prior or Current Civic Experience (Include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Balboa Yacht Club	JFlag	2019-Pres
Newport Beach Foundation		2019-Pres

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
Signal Alarm Co., Inc.	Security	VP Operations	6/2005-4/2018
Code Zero, Inc	Consulting	CEO	4/2018- Pres
nnister & Associates Insurar	Insurance	enior Account Exe	4/2018-Pres

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Christine Wachter Address [redacted] Phone No. [redacted]

2. Name Greg Murray 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.

Having grown up in and around Newport Harbor the well being of the harbor and its preservation will always be important to me. My wife and I

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 Jordan D. Wachter Date 8 April 2019

City of Newport Beach, Harbor Commission Application

Attn: Leilani Brown, City Clerk

Having grown up in and around Newport Harbor the well being of the harbor and its preservation will always be important to me. It is my goal in becoming active in the community to preserve Newport Harbor for the enjoyment of future generations.

My wife, daughter and I are avid boaters and spend nearly all our free time on the water. We are members at Balboa Yacht Club and participate in various other community organizations throughout Newport Beach.

I am both a powerboater and have sailed extensively throughout the world. I have owned over two dozen boats in my life and have extensive knowledge in boat and yacht handing, angling and the shipwright trades. Along with this I work in Insurance and have a lifelong background in risk assessment and conflict resolution that I believe would be beneficial to several issues that often come before the Harbor Commission. I attended many of the Title 17 revision meetings along with the regular harbor Commission meetings so I am familiar with the organization. Along with my attendance to these meetings I have met with many of the sitting, and outbound, Harbor Commissioners to familiarize myself with the workload that is in store for me given my appointment.

I look forward to serving and giving back to the community that has provided me such a wonderful venue for my upbringing and hopefully will be able to influence its preservation.

Statement of conviction:

In 2009 I was convicted of driving under the influence in Huntington Beach. All ordered probations and restitutions were paid and completed.

The case and all charges were dismissed and expunged on 26 January 2016 pursuant to Penal Code section 1203.4.

ATTACHMENT F

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 1

Verified by AR

ROV

2021 JAN 25 AM 7:42

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Parks, Beaches & Recreation

Name: Black (Last) Randall (First) William (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? Native 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
UC Berkeley School of Law	Law	Doctor of Jurisprudence	1983
UCLA	Economics	Bachelor of Arts	1980

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
UCLA/Los Angeles Times Real Estate Forecast	Chairman	1990s-2000s
Century City Bar Assn Real Property Section	Chairman	1980s-2000s
Balboa Island Preservation Association	Board of Advisors	2019-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
Cox, Castle & Nicholson LLP	Law Firm	Partner/Mgt. Comm.	1983-present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Patricia Eckert Address [redacted] Phone No. [redacted]

2. Name James Moloney 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.

My family came to Newport Beach in 1926. I was born here. During my lifetime, I have watched Newport Beach transform from a small beach town into a thriving coastal mecca. As our City further matures, we must continue to maintain our amazing quality of life. Preserving and enhancing the excellence of our beaches, parks, streetscapes and recreational facilities is integral - promoting healthy behavior and social opportunities, enhancing our natural environment and green infrastructure, and creating economic value for our City. I would be pleased to be permitted to contribute to this process by joining PB&R.

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 Randall Black Date 1-16-2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED
2021 MAR 25 PM 2:52
OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 7
Verified by ROV

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: Parks, Beaches and Recreation Commission

Name: Ignatin (Last) Heather (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 19 years Home/Cell #: [redacted]

Business Address: N/A Business Phone: N/A

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 Arizona	Journalism	Bachelor of Arts	1995

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Parks, Beaches and Recreation Commission	Chair (current); Vice Chair	2017-Present
Newport Coast Elementary PTA Executive Board	VP Programs & Events	2017-2020
NMUSD Superintendent Parent Advisory Council	Member	2017-2020
CHOC Children's Glass Slipper Guild	PR Committee	2012-2014

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
Various newspapers and magazines	Journalism	Freelance Writer	2008-2017
Orange County Register	Newspaper/Journalism	Staff Writer	1996-2008

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Liz Williams Address [redacted] Phone No. [redacted]

2. Name Sherry Fredrick 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.

It has been a privilege serving on the Parks, Beaches and Recreation Commission for the past four years, including this year as chair. During this time, the focus of my work has involved helping to maintain and improve our city's world-class facilities and outdoor spaces, as well as stewardship of our 35,000-plus trees. I also have served on several Ad Hoc Committees, including the Grant Howald Park Rehabilitation project, Lower Sunset View Park project and tree-policy revisions. This work reflects my strong commitment to community service in Newport Beach, where I have spent the past decade working with various non-profit organizations that concentrate on families and children, and have led more than a dozen community-building events. It would be an honor to serve a second term on the Commission.

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 [redacted] Date March 25th, 2021

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District No. 2
Verified by

RECEIVED
2019 MAY -8 PM 3:37
OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: Parks, Beaches, & Recreation Commission

Name: Kirby (Last) Keira (First) J. (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 7+ 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
California Polytechnic State University at San Luis Obispo	History	Bachelor of Arts	1999
California Polytechnic State University at San Luis Obispo	Secondary Education	Teaching Credential	2000
Concordia University, Irvine	Curriculum & Instruction	Master of Arts	2007

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Compassion International		Sponsorship & volunteering since 1998 - present
RockHarbor Church's South Africa Ministry Team	Leadership Team (helping coordinate & lead teams going to South Africa)	October 2009 - January 2014

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
Newport Mesa Unified School District at Newport Harbor	High School	Social Science Teacher	September 2000 - present
City of San Luis Obispo, Parks & Recreation Department	City Services	Teen Program Director	April 1998 - June 1999
City of Napa Community Resource Department	City Services	Day Camp Director	June 1997 - August 1997

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Fritz & Patsy Howser Address [redacted] Phone No. [redacted]

2. Name Alex & Sabrina Chazen 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 have lived & worked in the local community since 2000, and as a local homeowner I value our unique community. I would like to serve on the Parks, Beaches, & Recreation Commission in an effort to help maintain and enhance the quality of life in Newport Beach. As someone who frequents parks and/or beaches in our community on a regular basis, I feel as though I have a good grasp of the value of these spaces.

As a teacher in the city I feel that I could be an asset in helping promote public interest in the parks, beaches, and recreation programs within the city. Additionally, I believe that I could be valuable liaison with the school district. I have been actively engaged with the Newport Harbor High School community:
- Faculty advisor to various on-campus clubs (October 2000 – present)
- Faculty liaison and co-coordinator with the Newport Beach Police Department for the Every 15 Minutes program (2003-2017)
- Assistant Coach for both the Cross Country and Track & Field teams (January 2001 – June 2016)
- Faculty liaison to the NHHS Hall of Fame Committee (October 2013 – present)
- Member of the Textbook Adoption Steering Committee for the Newport Mesa Unified School District and various other district grade level committees related to curriculum and instruction.

Through my involvement, I have been able to build relationships and connect with a diverse population to help work towards common goals that can enrich our community.

I realize that there would be a lot to learn, but I have always been committed to being involved in the betterment of my community.
Thank you for your consideration of my application!

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 Keira Kirby Date May 6, 2019

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District No. 4
Verified by JM ROV

RECEIVED
2019 MAY -7 PM 2:26
OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: Parks, Beaches and Recreation

Name: Sender (Last) Cynthia (First) Lynn (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 19 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.

N/A

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of Southern CA, Los Angeles, CA	Gerontology	B.S.	1986
University of Southern CA, Los Angeles, CA	Public Administration/Public Policy	MPA	1989

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
BNI - OC United Chapter, Irvine	Mentor/Membership Committee	9/2016 - present
San Juan Capistrano Chamber of Commerce	Active Member/Volunteer	1/2018 - present
Senior Help Resources Group, Fountain Valley	Marketing	2/2019 - present
Alzheimer's OC	Active supporter and event sponsor	N/A

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
CareAssist Services	Home Care/Geriatric Care Management	Dir. of Community Relations	1/18 - present
BrightStar Care	Home Care/ Skilled Nursing Services	Dir. of Business Development	1/16 - 12/17
Paragon Trading	Wholesale Fine Jewelry Distribution	VP, Sales & Marketing	1/09 - 12/15

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Anne Seagren Address [redacted] Phone No. [redacted]

2. Name Cathy McMahon 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.

Please see attached document "Personal Statement"

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 [redacted] Date 5-7-19

Personal Statement

Qualifications for the appointive position of Parks, Beaches and Recreation and Commission:

As a 20-year resident of Newport Beach, I both recognize and deeply appreciate the stunning natural beauty of our city. Breathtaking beauty and outstanding amenities – parks, facilities for young and older residents, beautifully maintained public spaces, walkways, harbor areas, hiking trails, and more -- makes our town one of the finest destinations in California.

My unique perspective of the diverse needs of the cross-generations stems from my career and educational background in local government management, and my present career supporting the aging members of our community. As Senior Services are a part of the commission's responsibilities, my experience makes me distinctively qualified. Included in my background is specific local government training and experience. In addition, as a graduate of the prestigious Los Angeles County CAO Management Trainee program, I served in various capacities in County operations – Beaches and Harbors, Finance and Budget office, and ultimately, in Health Services. Both the extensive training and experience would strategically contribute to my effectiveness in serving on the commission.

Presently employed in the Senior Care industry in the Home Health Care field, I witness the daily challenges aging members of our city experience just to meet their needs as they advance in years. One part of my educational assistance comes from my blog, GeriCareAdvisor, which addresses many topics seniors and their families and caregivers face, answers questions frequently asked, and offers resources to better educate the community on various aspects of senior care.

My interest in serving as a voice of this cohort springs from a passion for both the city and its more senior population. My education, training, leadership skills, and experience results in a consummate professional who would effectively contribute in all other areas of responsibility, working to ensure that the open spaces are maximized and that services for recreation serve all residents.

Cynthia L. Sender

UCLA SCHOOL OF PUBLIC AFFAIRS

Public Policy · Social Welfare · Urban Planning

335 Public Affairs Building
Box 951656
Los Angeles, CA 90095-1656
phone: 310-206-5568
fax: 310-206-5773
www.spa.ucla.edu

LETTER OF SUPPORT

MS. CYNTHIA SENDER

CANDIDATE FOR "WOMEN IN BUSINESS" AWARD

DATE: February 12, 2020

FROM: Fernando Torres-Gil, MSW, Ph.D.

Professor of Social Welfare and Public Policy

UCLA Luskin School of Public Affairs

USC Adjunct Professor of Gerontology

It gives me great pleasure to support the candidacy of Ms. Cynthia Sender for the Orange County Women in Business Award. I have known her 30 plus years since her undergraduate and graduate work (MPA, USC). I was her Professor and knew then that she was destined for great things. I was especially excited about her focus on gerontology and commitment to serving older adults. Over the years she has made important contributions on behalf of the elderly throughout Orange County

She has an enviable reputation and talent as a compassionate expert on aging, a dedicated and successful professional and an entrepreneur leading companies to heightened success. In recent years she has been a Director of Community Relations for Care Assist Services and Director of Business Development for BrightStar Care. In each position she has expanded their sales and client services while ensuring that their residents and older customers receive high quality of care

Cynthia Sender is a unique and impressive individual bringing great credit to Orange County and its Business sector. She has an impact in social media, TV and radio and gives Orange County a state and national visibility as a great place to retire. She is a proven leader in a variety of sales and marketing arenas and a leader in serving the aging of the Orange County population.

As an individual, she is bright, articulate, compassionate, and with integrity. She will make a wonderful representative for this award and one that is well deserved. I am honored to support her nomination as an Orange County Women in Business awardee.

APPLICATION FOR APPOINTIVE POSITION

RECEIVED
2021 MAY -6 PM 3:47
OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 2
Verified by ROV

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: Parks, Beaches, and Recreation Commission

Name: Voleti (Last) Sheela (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 9 years Home/Cell #: [redacted]

Business Address: Business Phone:

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.

NA

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
UC Berkeley, School of Public Policy	Public Policy	Masters	2001
University of Missouri, Kansas City	Biology	BS	1997

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
CERT Volunteer, Newport Beach Fire Department		3/2019-present
PTA and Newport Elementary School Volunteer		9/2013-present
Peace Corps Volunteer, Belize, Central America		1997-1999

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
Full-time parent			2008-present
Positive Investments	Real estate investment and Property management	Part-time project manager	2009-present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Laird Hayes Address [redacted] Phone No. [redacted]

2. Name Salina Wooldridge 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.

My cover letter is attached.

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 Sheela Voleti Date 05.06.2021

May 6, 2021

City of Newport Beach
Office of the City Clerk
100 Civic Center Drive
Newport Beach, CA 92660

Dear distinguished Council members, City staff, and Commission members,

I am a dedicated resident of Newport Beach, and I am very invested in our community. I have been a CERT Volunteer with the City of Newport Beach Fire Department since 2019. During this pandemic, I was officially activated as a CERT Volunteer. I was stationed at the Corona Del Mar Goldenrod pedestrian bridge. My duties included directing the flow of traffic and encouraging social distancing while traversing the bridge.

As a mother of three school children, two in elementary school and one in middle school, and an avid surfer who has had a career in local government as a policy analyst, I am an ideal candidate for the Parks, Beaches, and Recreation Commission. I am a proud Newport Beach resident that heavily utilizes Newport Beach parks and its beaches. My family and I are very active in the outdoors and decided to make Newport Beach our permanent home for that reason.

I earned a Master's degree in Public Policy from the University of California, Berkeley. I have served as a policy analyst for three cities over the course of my professional career before I became a full-time parent. I have worked in the City Manager's Office, the Finance Department, and the Economic Development Department. I am well versed in the structure of city government and its workflow.

I look forward to contributing my skills and experiences to the Parks, Beaches, and Recreation Commission and hope to have the opportunity to speak with you further about my passion and how I can be an asset to the Commission. Thank you for taking the time to consider my application.

Sincerely,

Sheela Voleti

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District 6
Verified by ROV

2021 MAY -3 AM 8:16

OFFICE OF
THE CITY CLERK
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.

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NAME OF BOARD, COMMISSION OR COMMITTEE: Planning Commission

Name: Kleiman (Last) Lauren (First) (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 8 Years Home/Cell #: [redacted]

Business Address: N/A Business Phone: N/A

N/A 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
Pepperdine School of Law	Law	JD	2003
Pepperdine University	BA	JD	2000

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Newport Beach Planning Commission	Secretary	2017-present
Newport Beach Aviation Committee		2016-2017
Newport Beach Foundation		2018-2021
Airport Working Group (AWG)		2016-2019

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
SunCal Companies	Real Estate	Acquisitions & Land Use, Counsel	2005-2009
KB Home	Real Estate	Land Use	2008-2009
Lederer, Nojima, Lopresti & Blakely	Law	Attorney	2003-2004

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Joe Stapleton Address [redacted] Phone No. [redacted]

2. Name Dan McDonough 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 have dedicated the last several years to civic endeavors and have a vested interest in maintaining quality of life in Newport Beach, for my own young family and others who live and work here.
I am confident in my ability to continue to offer my legal, land use and business background to help the Planning Commission make sound, legally defensible decisions.

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 Lauren Kleiman Date 4/30/21

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District No. 5
Verified by ROV

RECEIVED
2021 MAY 12 AM 11:28
OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: PLANNING COMMISSION

Name: LANGFORD (Last) JONATHAN (First) PHILLIP (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 35 YRS Home/Cell #: [redacted]

Business Address: Business Phone:

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.

My wife and I own a home and reside full-time in Newport Beach.
My wife and I own a rental property in Corona del Mar.
My parents own a home and reside full-time in Corona del Mar.
My parents-in-law own a home and reside full-time in Corona del Mar.
My grandmother-in-law leases a home and resides full-time in Corona del Mar.
My employer owns various properties in Newport Beach.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of Southern California (Los Angeles, CA)	Business / Real Estate	BS	2008

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Friends of Newport Beach Animal Shelter	President	2017 - present
Office of U.S. Congressman Daniel E. Lungren	Legislative Assistant	2008 - 2011
Housing Corporation, Pi Kappa Alpha Fraternity at USC	Director	2012 - present
International Council of Shopping Centers (ICSC)	Member	2011 - 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
Mesa Centers	retail shopping center management	Director of Real Estate	2020 - present
Aspen Dental Management, Inc.	dental support organization	Director of Real Estate	2019 - 2020
Dollar Tree, Inc.	retail, variety, discount stores	Real Estate Manager	2014 - 2019
99 Cents Only Stores	discount, grocery stores	Real Estate Manager	2011 - 2014

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name The Hon. Jean Watt Address [redacted] Phone No. [redacted]

2. Name The Hon. Nancy Gardner 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.

Newport Beach City Council Members, Residents of Newport Beach, and To Whom it May Concern:
My name is Jonathan Langford and I wish to serve you on the Newport Beach Planning Commission.
My blend of experiences in City matters, legislation, and real estate gives me the knowledge and wisdom to capably and faithfully serve our City in this capacity upon appointment, if I am so fortunate to receive your trust.
As president of Friends of Newport Beach Animal Shelter (nonprofit public benefit corporation), we raised $2,500,000.00 from fellow residents, bought property in Newport Beach, and recently gained Planning Commission approval to build Newport Beach's next public facility.
U.S. Congressman Lungren chose me to advise him on specialized policy decisions in Washington, D.C. on an array of legislative issues – working closely with elected officials and professional staff.
As a real estate professional for multiple large retailers, I have worked with various city planning commissions across the Western states, allowing me to adopt a best-practice approach to serving Newport Beach.
As a lifelong Newport Beach resident, I cherish this opportunity to give back to my community. 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 Jonathan Phillip Langford Date May 12, 2021

RECEIVED

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY

Residence District 5
Verified by ROV

2021 MAY -7 PM 3:10

OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: Planning Commission

Name: Lowrey (Last) Lee (First) Michael (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 23 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)

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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
Univ. of Southern California	Business	B.S.	1994

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Newport Beach Planning Commission	Commissioner	6/17-current
O.C. Airport Commission	Commissioner	6/16-3/21

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
Arbor Capital Partners	Real Estate Dev.	Principal Partner	3/16-Current
Colony Capital	Real Estate Finance	Portfolio Manager	1/11-3/16

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name John Draper Address [redacted] Phone No. [redacted]

2. Name Lu Ann Hancock 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 have had the privilege to serve on the Newport Beach Planning Commission for the last four years, and currently serve in the capacity of Vice Chairman. While land planning and zoning can be highly contentious city wide issues, I believe the Commission has done an excellent job balancing the concerns of our residents with the growth and change that all communities face. My twenty five year background in real estate finance and development with some of the largest private equity and development corporations and currently as the Principal Partner in a land development company, gives me a unique prospective to share with my colleagues on the Commission and ultimately to render decisions. I believe my experience over the last four years on the Commission gives me the advantage of experience as the city continues the Housing Element update, navigating new state laws such as SB 35, AB 2345, and new potential laws such as SB 9, the upcoming General Plan Update, and just as importantly the everyday planning issues that are presented to the Commission every meeting.

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]

☒ Signature [redacted] Date 5/7/2021

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY
Residence District No. 3
Verified by ZR
ROV

2019 AUG 22 AM 7:25

OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: Planning Commission

Name: McCann (Last) Patrick (First) Murphy (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 20 years Home/Cell #: [redacted]

Business Address: Business Phone:

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.

NA

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Claremont McKenna College	Math / Economics	BA	1993
Columbia University	Business	MBA	2002

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Cliff Haven Community Association	Board Member	2018-pres.

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
Pacific Investment Management Company	Investment Management	SVP	1997-2017
Happy Money	Consumer Finance	VP	2018-2019
iTrust Capital	Investments	Advisor	2019

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name David Allison Address [redacted] Phone No. [redacted]

2. Name Linda Horioka 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 am interested in improving the safety of pedestrians, bicyclists, and other non-vehicular users of the streets in Newport Beach. I lost my son to a horrible incident which was partially caused by a lack of sidewalks within Newport Heights. I am a communications focal point for people in the community who want to see change. I have also presented and lobbied the City Council to make changes to our infrastructure on many occasions. I can access resources to help properly assess dangers and prescribe remedies within the city.

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 Patrick Murphy McCann Date 8/21/2019

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 6
Verified by RCV

2021 MAY 12 AM 7:11

OFFICE OF
THE CITY CLERK
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

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NAME OF BOARD, COMMISSION OR COMMITTEE: Planning Commission

Name: Stevens (Last) Debbie (First) Bright (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 29 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.

As part of my professional career, I work for Environmental Audit, Inc., which provides environmental consulting services for a variety of clients. Most of the clients that I currently represent are heavy industrial facilities (e.g., refineries, port facilities, marine terminals, pipelines, etc.) that do not have facilities in Newport Beach; school districts (not including Newport-Mesa); and air districts (South Coast Air Quality Management District and Bay Area Air Quality Management District). We do not currently represent businesses in Newport Beach. Therefore, I do not foresee conflicts with any projects before the Planning Commission

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of Southern California	Biological Sciences	Bachelor of Science	1979
University of California, Los Angeles	Epidemiology	Masters of Public Health	1982
UCLA, Continuing Education	Environmental Engineering	CEQA Update Courses	2020

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Housing Element Update Advisory Committee	Member	2020-2021
General Plan Update Steering Committee	Member	2019-2020
Corona del Mar Residents Association	President, Vice President	2010 to present
Environmental Quality Affairs Committee	Member and Chairperson	2009 to 2016

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Environmental Audit, Inc.	Environmental Consulting	President	1982 to present

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Paul Watkins Address [redacted] Phone No. [redacted]

2. Name Ed Selich 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 have been an environmental consultant for over 39 years and have extensive experience in planning and environmental compliance. My education and work experience have provided a broad experience in planning and the environmental field, specifically preparing documents in compliance with the California Environmental Quality Act (CEQA) since 1984, compliance with land use/air quality rules and regulations, preparing health risk assessments, preparing coastal development permits, and hazardous waste compliance. I have represented clients before the California Coastal Commission, as well as Environmental Commissions, Planning Commissions and City Councils in various jurisdictions. I have recently worked on the Newport Beach General Plan and Housing Element Updates which provided insight into changes in rules, regulations, plans, etc. that have or will occur shortly in Newport Beach, changing the way that the City needs to evaluate projects. This experience would be helpful on the Newport Beach Planning Commission. I recognize the importance and the challenges of the Planning Commission in Newport Beach and it would be an honor to serve on the Commission.

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 Debbie B. Stevens Date May 11, 2021

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 16

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov
PREPARED BY:	Melanie Franceschini, Administrative Analyst mfranceschini@newportbeachca.gov
PHONE:	949-644-3028
TITLE:	Resolution No. 2021-53 Resolution of Intention to Disestablish the Newport Beach Restaurant Association Business Improvement District and Fix the Time and Place of Public Hearing

ABSTRACT:

Per the direction the City Council provided at its May 11, 2021 meeting, staff is returning with a Resolution of Intention to Disestablish the Newport Beach Restaurant Association Business Improvement District (NBRA BID) and a proposal on how to dispose of the NBRA BID's assets.

RECOMMENDATION:

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

b) Approve the Proposed Plan to Dispose of the Newport Beach Restaurant Association Business Improvement District's Assets; and

c) Adopt Resolution No. 2021-53, *A Resolution of the City Council of the City of Newport Beach, California, Declaring Its Intention to Disestablish the Newport Beach Restaurant Association Business Improvement District and Fix the Time and Place of Public Hearing.*

DISCUSSION:

The Newport Beach Restaurant Association Business Improvement District (NBRA BID) was formed in 1995 (Ordinance 95-55) pursuant to the Parking and Business Improvement Area Law of 1989 (1989 Law), codified in Streets and Highways Code Sections 36500 et seq., for the purpose of financing activities and programs to benefit businesses located and operating in the area. The NBRA BID encompasses any food service business within the boundaries of the City of Newport Beach (City), such as restaurants, markets with dine-in or take-out service, bars serving food, dessert shops, coffee shops, juice bars, catering companies, or similar food-related businesses.

The NBRA BID is nearing the end of its FY 2020-21 operating period and staff is returning with a proposal on how to dispose of the NBRA BID's assets, per the direction provided by the City Council at its May 11, 2021 meeting. Pursuant to the 1989 Law, a plan on how to dispose of assets must be prepared and filed with the City Council and a public hearing must be held prior to the BID's disestablishment. If the City Council adopts the Resolution of Intention, the public hearing will be held on July 13, 2021.

Fiscal Year 2020-21 Operating Results

The estimated year-end operating budget for the NBRA BID's FY 2020-21 is reflected in the table below.

Estimated FY 2020-21 Year-End Operating Budget	
Stakeholder Assessments (Net Late Fees)	$132,719
Bad Debt (Uncollectible Assessments Due to Closures)	-$49,375
City COVID Economic Relief & Special Event Grant Funding	$49,000
Total Income	**$132,344**
Total Expenditures	**$208,622**
End of Year Balance	-$76,278
Use of Reserves	$76,278
End of Year Balance (Retained Earnings)	**$0**

The NBRA BID has set aside year-end balances since 2016 into a reserve. As of April 30, 2021, the NBRA BID's Reserve Account includes cash reserves totaling an estimated $174,131. After using roughly $76,278 from cash reserves to fill the revenue shortfall in FY 2020-21, and removing the uncollectable accounts receivables, NBRA BID is projected to end FY 2020-21 with cash reserves totaling an estimated $97,853.

Proposed Disestablishment

- **BID Funds**: Per the 1989 Law, any remaining revenues derived from the levy of assessments shall be refunded to the owners of the businesses operating within the BID, that are current in their annual assessment, by applying the same method and basis that was used to calculate the assessment levied this fiscal year. As previously mentioned, the NBRA BID would have an estimated $97,853 remaining in its account at the end of FY 2020-21. Staff proposes that all the remaining funds in the NBRA BID account at the end of FY 2020-21 be refunded to the stakeholders, per the 1989 Law.
- **Physical Assets**: The NBRA BID has no physical assets.

Resolution of Intention

The Resolution of Intention (Attachment A) for the NBRA BID provides for the following:

- Disestablishes the Newport Beach Restaurant Association Business Improvement District at the end of FY 2020-21.
- Sets the public hearing for July 13, 2021 at 4 p.m. or as soon thereafter the matter may be heard that evening.

Per the 1989 Law, a resolution of intention to disestablish the NBRA BID must be adopted by the City Council prior to holding a public hearing and considering the adoption of an ordinance formally disestablishing the NBRA BID. The City Council may revise, change, or modify the Newport Beach Restaurant Association Business Improvement District Plan to Dispose of Assets.

FISCAL IMPACT:

City staff will work with the NBRA BID administrators to refund the assessments to the NBRA BID stakeholders and to close the NBRA BID financial accounts once the BID is formally disestablished.

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. 2021-53

ATTACHMENT A

RESOLUTION NO. 2021-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DECLARING ITS INTENTION TO DISESTABLISH THE NEWPORT BEACH RESTAURANT ASSOCIATION BUSINESS IMPROVEMENT DISTRICT AND FIX THE TIME AND PLACE OF A PUBLIC HEARING

WHEREAS, the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Sections 36500 et seq.) ("Act") authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain activities;

WHEREAS, on November 13, 1995, the City Council of the City of Newport Beach ("City") adopted Ordinance No. 95-55 establishing the Newport Beach Restaurant Association Business Improvement District ("NBRA BID");

WHEREAS, the assessments collected on behalf of the NBRA BID has enabled the NBRA BID to provide marketing, promotion and advertising of food establishments within the NBRA BID;

WHEREAS, the Act requires that each year, the activities, boundaries, and assessments of the NBRA BID be reviewed by the NBRA BID's Advisory Board for purposes of making recommendations to the City Council, and an annual report be filed and approved by the City Council for each fiscal year; and

WHEREAS, on May 11, 2021, the Newport Beach City Council reviewed the NBRA BID's 2020-2021 annual report and directed staff to bring back a resolution to disestablish the NBRA BID due to it having fulfilled its original mission.

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

Section 1: The City Council hereby declares its intention to disestablish the NBRA BID.

Section 2: Pursuant to California Streets and Highway Code Section 36550(b), should the NBRA BID be disestablished, all assets, if any, acquired with the revenues from the assessments levied within the NBRA BID shall be sold. Pursuant to California Streets and Highways Code Section 36551(a) any remaining revenues derived from the levy of assessments or the sale of assets, if any, shall be refunded to businesses within the NBRA BID that have paid their annual assessment by applying the same method and

basis that was used to calculate the most recent assessment levied on businesses within the NBRA BID.

Section 3: Pursuant to California Streets and Highways Code Section 36550(b), on Tuesday, July 13, 2021 at 4:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California, a public hearing shall be held by the City Council on the disestablishment of the NBRA BID.

Section 4: The City Clerk is directed to give notice of the public hearing on the disestablishment of the NBRA BID in accordance with California Streets and Highway Code Section 36523. Notice of the public hearing shall be given by publishing this resolution of intention in a newspaper of general circulation in the City once, for at least seven (7) days before the public hearing. Notice of public hearing shall be given by mailing a complete copy of this resolution by first-class mail to each business owner assessed within the NBRA BID, within seven (7) days following the City's Council's adoption of this resolution of intention.

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

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

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

Section 8: 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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 17

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov
PREPARED BY:	Melanie Franceschini, Administrative Analyst mfranceschini@newportbeachca.gov
PHONE:	949-644-3028
TITLE:	Ordinance No. 2021-14: Disestablishing the Corona del Mar Business Improvement District

ABSTRACT:

On March 25, 2021, the Corona del Mar Business Improvement District (CdM BID) Board of Directors recommended disestablishing the CdM BID, given that the BID has fulfilled its original mission of making Corona del Mar a desirable location to conduct business. The City Council considered the recommendation at its May 11, 2021 meeting and approved a Resolution of Intention to Disestablish the CdM BID, setting the public hearing for June 8, 2021.

RECOMMENDATION:

a) Conduct a public hearing;

b) 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

c) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2021-14, *An Ordinance of the City Council of the City of Newport Beach, California, Repealing Ordinance No. 97-24, Ordinance No. 98-15, and Ordinance No. 99-18*, *and Disestablishing the Corona del Mar Business Improvement District*, and pass to second reading on June 22, 2021.

DISCUSSION:

The Corona del Mar Business Improvement District (CdM BID) was formed in 1997 (Ordinance 97-24) pursuant to the Parking and Business Improvement Area Law of 1989 (1989 Law), codified in the Streets and Highways Code Sections 36500 et seq. The CdM BID was established for the purpose of financing activities and programs that benefit the member businesses located and operating in the area. The CdM BID territory encompasses the area generally located along East Coast Highway from Hazel Drive to Avocado Avenue in Corona del Mar.

The CdM BID is nearing the end of its FY 2020-21 operating period and its Board of Directors, which serves in an advisory capacity to the City Council, has requested disestablishment of the BID. The CdM BID Board believes the BID has fulfilled its original mission of making Corona del Mar a desirable location to conduct business. Thanks to many years of volunteer work and City support, the CdM BID was able to complete a majority of its Vision Plan, which included various beautification elements and enhancements, as well as marketing and promotion of the business district.

Pursuant to the 1989 Law, an annual report and plan on how to dispose of assets must be prepared and filed with the City Council, and a public hearing must be held prior to the BID's disestablishment. The annual report and plan on how to dispose of the CdM BID's assets was prepared and filed with the City Council on May 11, 2021.

However, on May 26, 2021, the Corona del Mar Chamber of Commerce notified the City that it would not be accepting the donation of the twenty-seven (27) Happy Holiday banners and the twenty-seven (27) Explore CdM banners. Per the Distribution of Assets plan proposed by the CdM BID, donations that are not accepted are to be turned over to the City to be auctioned off. Any revenues derived from the sale of the assets will be added to the monetary assets of the BID, which are to be refunded to the CdM BID businesses. If the banners are not able to be sold, then they are to be disposed.

At the May 11, 2021, City Council meeting, the City Council also adopted Resolution No. 2021-40, declaring its intention to disestablish the CdM BID and setting the public hearing for June 8, 2021. A complete copy of the adopted Resolution (Attachment B) and a cover letter explaining the proposed disestablishment was mailed to each BID member. The City Clerk also published a complete copy of the Resolution in the *Daily Pilot*, a local newspaper.

If approved following a second reading on June 22, 2021, Ordinance No. 2021-14 (Attachment C) would be effective in the new fiscal year.

FISCAL IMPACT:

City staff will be managing the refund of assessments to the CdM BID stakeholders and the closure of CdM BID financial accounts once the BID is formally disestablished.

ENVIRONMENTAL REVIEW:

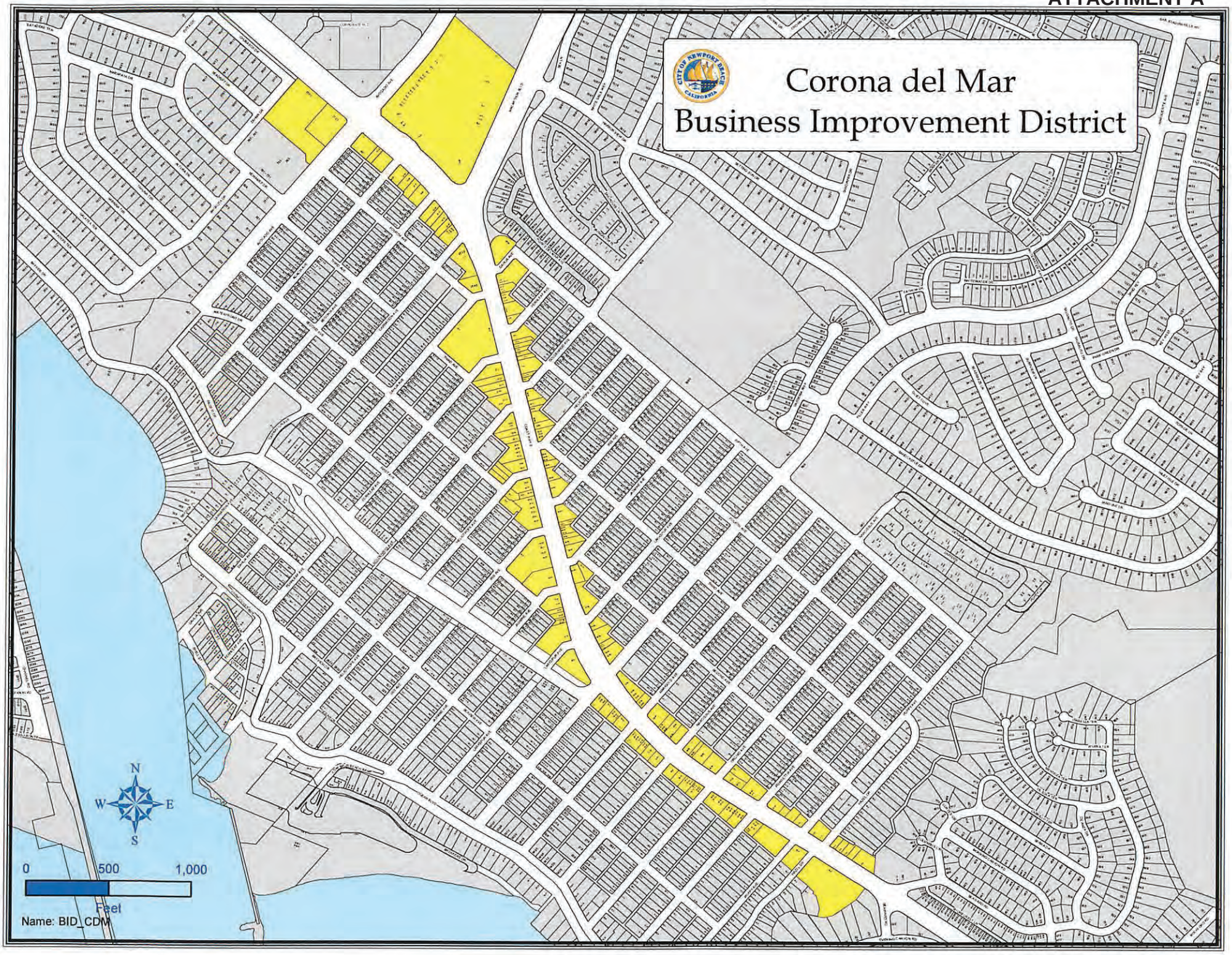
Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a 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 – Boundary Map for the Corona del Mar Business Improvement District
Attachment B – Resolution No. 2021-40
Attachment C – Ordinance No. 2021-14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ATTACHMENT B

RESOLUTION NO. 2021-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DECLARING ITS INTENTION TO DISESTABLISH THE CORONA DEL MAR BUSINESS IMPROVEMENT DISTRICT AND FIX THE TIME AND PLACE OF A PUBLIC HEARING

WHEREAS, the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 *et seq.*) ("Act") authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain activities;

WHEREAS, on July 14, 1997, the City Council of the City of Newport Beach ("City") adopted Ordinance No. 97-24 establishing the Corona del Mar Business Improvement District ("CdM BID");

WHEREAS, the assessments collected on behalf of the CdM BID have enabled the CdM BID to provide promotion, marketing and advertising opportunities along with general public area improvements and maintenance programs within the CdM BID;

WHEREAS, the Act requires that each year, the activities, boundaries, and assessments of the CdM BID be reviewed by the CdM BID's advisory board ("Advisory Board") for purposes of making recommendations to the City Council, and an annual report be filed and approved by the City Council for each fiscal year;

WHEREAS, on March 25, 2021, the Advisory Board voted to recommend that the City Council disestablish the CdM BID due to its having completed the projects under its Vision Plan and having fulfilled its original mission; and

WHEREAS, the Advisory Board has prepared an annual report for the 2020-2021 fiscal year and has included a proposal for the disposal of the CdM BID's assets upon disestablishment, which report is on file in the City Clerk's Office ("Annual Report").

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

Section 1: The City Council hereby approves the Annual Report.

Section 2: The City Council hereby declares its intention to disestablish the CdM BID for the reason that the CdM BID has completed the projects in its Vision Plan and has fulfilled its original mission. Should the CdM BID be disestablished, in accordance with California Streets and Highways Code Section 36550(b) assets acquired with the revenues from the assessments levied within the CdM BID shall be donated to the Corona del Mar Chamber of Commerce and the portion designated in the Annual Report for the City of Newport Beach shall be donated to Visit Newport Beach, Inc. Pursuant to California Streets and Highways Code Section 36551(a), any remaining revenues derived from the levy of assessments and the sale of assets, if any, shall be refunded to the owners of businesses then located and operating within the CdM BID by applying the same method and basis that was used to calculate the assessment most recently levied.

Section 3: Pursuant to California Streets and Highways Code Section 36550(b), on Tuesday, June 8, 2021 at 4:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California, a public hearing shall be held by the City Council on the disestablishment of the CdM BID.

Section 4: The City Clerk is directed to give notice of the public hearing on the disestablishment of the CdM BID in accordance with California Streets and Highways Code Section 36523. Notice of the public hearing shall be given by publishing this resolution of intention in a newspaper of general circulation in the City once, for at least seven (7) days before the public hearing, and by mailing a complete copy of this resolution by first-class mail to each business owner within the CdM BID within seven (7) days following the City Council's adoption of this resolution of intention.

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

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

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

Section 8: 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 11th day of May, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing resolution, being Resolution No. 2021-40 was duly introduced before and adopted by the City Council of said City at a regular meeting of said Council held on the 11th day of May, 2021; and the same was so passed and adopted by the following vote, to wit:

AYES: Mayor Brad Avery, Mayor Pro Tem Kevin Muldoon, Council Member Noah Blom, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield, Council Member Will O'Neill
NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 12th day of May, 2021.

Leilani I. Brown
City Clerk
Newport Beach, California

ATTACHMENT C

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, REPEALING ORDINANCE NO. 97-24, ORDINANCE NO. 98-15 AND ORDINANCE 99-18, AND DISESTABLISHING THE CORONA DEL MAR BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Sections 36500 *et seq.*) ("Act") authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain activities;

WHEREAS, on July 14, 1997, the City Council of the City of Newport Beach ("City Council") adopted Ordinance No. 97-24 establishing the Corona del Mar Business Improvement District ("CdM BID");

WHEREAS, on July 13, 1998, the City Council adopted Ordinance No. 98-15, which modified the basis for levying assessments in the CdM BID;

WHEREAS, on August 23, 1999, the City Council adopted Ordinance No. 99-18, which modified the basis for levying assessments in the CdM BID;

WHEREAS, on March 15, 2021, the CdM BID's Advisory Board voted to recommend that the City Council disestablish the BID due to the completion of its projects under its "Vision Plan" and the fulfillment of the CdM BID's original mission and submitted a proposal for the disposal of its physical assets;

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 2021-40 ("Resolution") declaring its intention to disestablish the BID and set a public hearing for June 8, 2021 at 4:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers located at 100 Civic Center Drive, Newport Beach, California, pursuant to California Streets and Highways Code Section 36550;

WHEREAS, in accordance with California Streets and Highways Code Section 36523(a), the City Clerk caused a complete copy of the Resolution to be published in a newspaper of general circulation in the City;

WHEREAS, in accordance with California Streets and Highways Code Section 36523(b), the City Clerk caused a complete copy of the Resolution be mailed by first-class mail to each business owner assessed within the BID, within seven (7) days following the adoption of the Resolution; and

WHEREAS, a public hearing was held by the City Council on June 8, 2021, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California, in person and via teleconferencing, observing restrictions due to the Declaration of a State Emergency and Proclamation of Local Emergency related to COVID-19. 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"). 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: Ordinance No. 97-24, Ordinance No. 98-15, and Ordinance No. 99-18, are hereby repealed in their entirety. In addition, the City Council repeals all ordinances and resolutions, or portions thereof, which relate to the CdM BID.

Section 2: Pursuant to California Streets and Highways Code Section 36550, the City Council hereby disestablishes the CdM BID.

Section 3: In accordance with California Streets and Highways Code Section 36550(b), assets acquired with the revenues from the assessments levied within the CdM BID shall be donated in accordance with the Resolution.

Section 4: In accordance with California Streets and Highways Code Section 36551, upon the effective date of this ordinance, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be refunded to the owners of the businesses then located and operating within the CdM BID by applying the same method and basis that was used to calculate the assessment levied this fiscal year or the immediate prior fiscal year if no assessment has been levied for the current fiscal year.

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

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

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

Section 8: 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 Charter Section 414.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 8th day of June, 2021, and adopted on the 22nd day of June, 2021, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
BRAD AVERY, MAYOR

ATTEST:

_____
LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
AARON C. HARP, CITY ATTORNEY

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 18

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Mark Vukojevic, Utilities Director - 949-644-3011, mvukojevic@newportbeachca.gov
PREPARED BY:	Steffen Catron, Field Superintendent II, scatron@newportbeachca.gov
PHONE:	949-644-3011
TITLE:	Resolution Nos. 2021-54, 2021-55, and 2021-56: Public Hearing and Adoption of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

ABSTRACT:

California requires all urban water suppliers to prepare an Urban Water Management Plan every five years. The water plan is used to support long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. California has also required a new, additional plan, known as the Water Shortage Contingency Plan. This is another strategic planning document in order to prepare for and respond to water shortages. In conjunction with regional water agencies, the Utilities Department staff prepared these documents for public review at the May 25, 2021 City Council meeting, requests a Public Hearing be held, and recommends adoption by City Council.

RECOMMENDATION:

a) Conduct a public hearing;

b) 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 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly;

c) Adopt Resolution No. 2021-54, *A Resolution of the City Council of the City of Newport Beach, California, Adopting the 2020 Urban Water Management Plan*;

d) Adopt Resolution No. 2021-55, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Water Shortage Contingency Plan*;

e) Adopt Resolution No. 2021-56, *A Resolution of the City Council of the City of Newport Beach, California, Adopting an Addendum to the 2015 Urban Water Management Plan*; and

f) Direct staff to fulfill the notification requirements set forth by the Water Code after the Urban Water Management Plan is adopted.

DISCUSSION:

What is an Urban Water Management Plan?

Every urban water supplier providing water for municipal purposes is required to prepare, adopt, and file an Urban Water Management Plan (UWMP) (Attachment A) with the California Department of Water Resources (DWR) every five years. The purpose of the UWMP is to update the existing and planned water supplies, maintain efficient use of urban water supplies, continue to promote water conservation, ensure sufficient water supplies are available, and provide a mechanism for response during drought conditions. The DWR reviews the submitted plans to assure compliance requirements identified in the Urban Water Management Planning Act (Division 6 Part 2.6 of the Water Code §10610 - 10656). The 2020 UWMP is required to be updated and submitted to the DWR by July 1, 2021.

What is the Water Shortage Contingency Plan?

The Water Shortage Contingency Plan (WSCP) (Attachment B) is a newly required strategic planning document designed to prepare for and respond to water shortages. This WSCP complies with California Water Code Section 10632, which requires that every urban water supplier shall prepare and adopt a WSCP as part of its Urban Water Management Plan (UWMP). This level of detailed planning and preparation is intended to help maintain reliable supplies and reduce the impacts of supply interruptions.

Similar to the City of Newport Beach (City) Municipal Code, the WSCP includes structured steps for the City to respond to water shortages or drought conditions. Because the WSCP is a State of California (State) requirement and is similar to the City's existing Water Conservation and Supply Regulations, (i.e. City Municipal Code section 14.16) the City submitted a crosswalk between the two plans. This meets the State's requirement of developing and submitting a WSCP, without having to update the City's existing Municipal Code at this time. Following approval of the UWMP and WSCP, an update to the Municipal Code is planned for City Council consideration in the near future.

What is the Addendum to 2015 UWMP to add Appendix J Reduced Delta Reliance Reporting?

The noted Addendum (Attachment C) is complicated. In summary, the Addendum certifies that the City's actions as a recipient of water from Metropolitan Water District of Southern California will be consistent with applicable Delta Plan policies of the Sacramento-San Joaquin Delta Reform Act of 2009. State and local public agencies are required to certify this, and all local public agencies are submitting this Addendum to their 2015 UWMP. The 2020 UWMP meets the requirement and will not require an Addendum on this matter in the future.

Summary

The City, along with 23 other local agencies, participated in a cooperative agreement with the Municipal Water District of Orange County (MWDOC) to update and develop UWMPs for individual agencies. The agencies contracted with Arcadis in August 2020. This joint effort minimized consultant costs through economies of scale due to the similarity of regional information and shared requirements. Our proposed UWMP has been tailored to the City's needs and meet all elements required by the California Water Code. The City's UWMP is a comprehensive document that presents an evaluation of our water supply reliability over a long-term (20-25 year) horizon. Much of our water supply reliability comes from imported water and groundwater managed by other agencies.

In summary, the 2020 UWMP is a planning and verification document. The City and our UWMP and WSP meet State requirements. We have planned our water resource needs, conducted our water reliability assessment, implemented our water use efficiency programs, and implemented our planned strategies to mitigate future water shortage conditions.

The UWMP document is voluminous and as part of this staff report only the title, table of contents and executive summary has been attached (Attachment A). The full-length UWMP document is available on the City's website at the link provided below. It will be available there during the next five-year operational period.

2020 UWMP Document

FISCAL IMPACT:

The adopted budget includes sufficient funding for the cost to prepare the plan. It was expensed to the 701 Water Enterprise Fund professional services account. Implementation is carried out and funded through the Water Fund's operational and capital improvement accounts. Without an approved UWMP, the City would jeopardize State grant funding, and could be subject to penalties.

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.

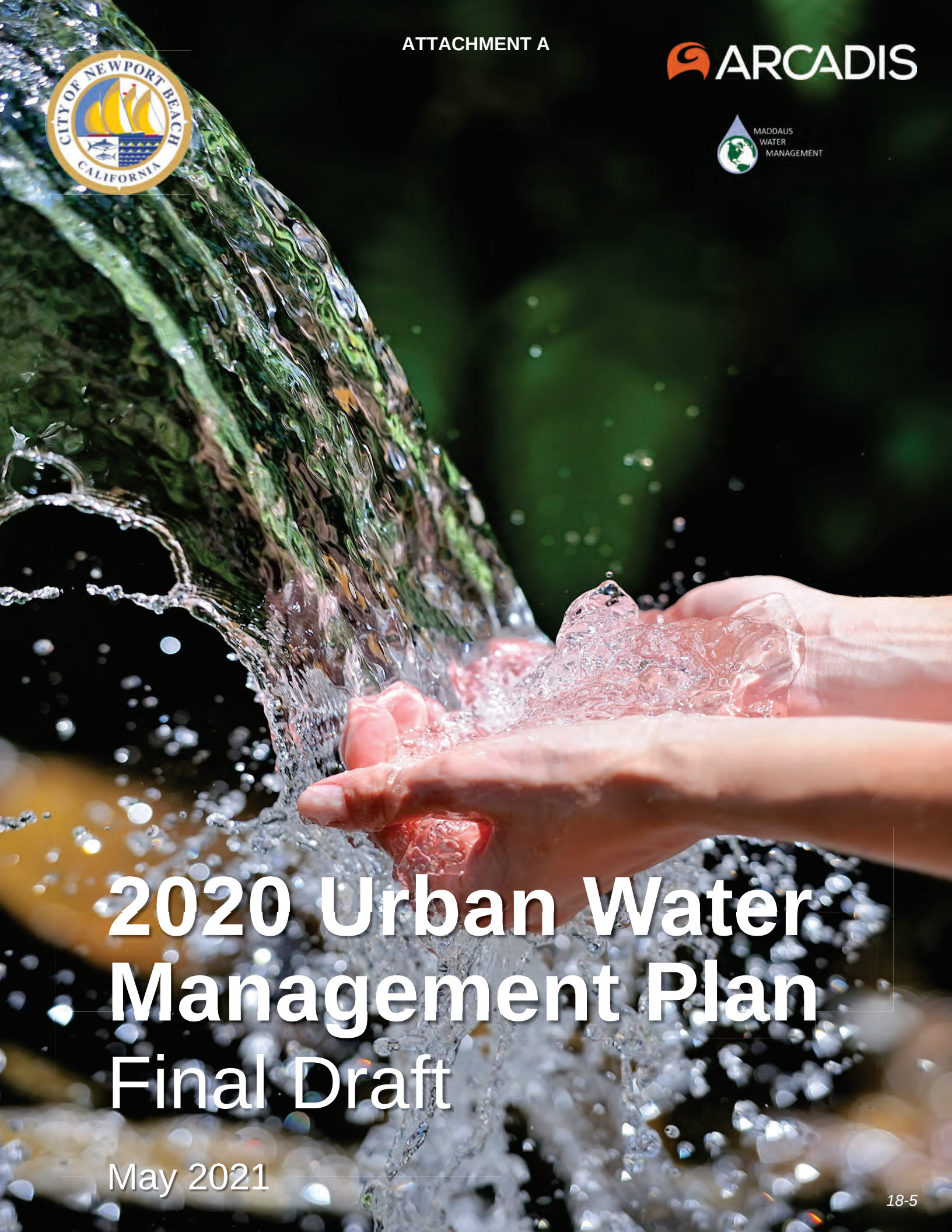
NOTICING:

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). Also, notice of this hearing was published in the Daily Pilot, twice, at least 14 days before the scheduled meeting, consistent with the provisions of the State Water Code.

ATTACHMENTS:

Attachment A – 2020 Draft Urban Water Management Plan Executive Summary
Attachment B – 2020 Draft Water Shortage Contingency Plan
Attachment C – Addendum to Add Appendix J to 2015 Urban Water Management Plan
Attachment D – Resolution No. 2021-54
Attachment E – Resolution No. 2021-55
Attachment F – Resolution No. 2021-56
Attachment G – UWMP and WSP Presentation

ATTACHMENT A



2020 Urban Water Management Plan

Final Draft

May 2021

2020 URBAN WATER MANAGEMENT PLAN

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City of Newport Beach

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May 2021

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Appendix K. Notice of Public Hearing
Appendix L. Adopted UWMP Resolution

ACRONYMS AND ABBREVIATIONS

%	Percent
20x2020	20% water use reduction in GPCD by year 2020
ADU	Accessory Dwelling Unit
Act	Urban Water Management Planning Act of 1983
AF	Acre-Feet
AFY	Acre-Feet per Year
AMI	Advanced Metering Infrastructure
AWWA	American Water Works Association
BEA	Basin Equity Assessment
Biops	Biological Opinions
BMP	Best Management Practice
BPP	Basin Production Percentage
CCC	California Coastal Commission
CDR	Center for Demographic Research at California State Fullerton
CEC	Constituents of Emerging Concern
CEE	Consortium for Energy Efficiency
CFS	Cubic Feet per Second
CII	Commercial/Industrial/Institutional
CIP	Capital Improvement Program
City	City of Newport Beach
CPTP	Coastal Pumping Transfer Program
CRA	Colorado River Aqueduct
CTE	Career Technical Education
CUP	Conjunctive Use Program
CVP	Central Valley Project
CY	Calendar Year
DAC	Disadvantaged Communities
DCP	Delta Conveyance Project
DDW	California State Division of Drinking Water
Delta	Sacramento-San Joaquin River Delta
DRA	Drought Risk Assessment
DMM	Demand Management Measure
DOF	Department of Finance
DVL	Diamond Valley Lake
DWR	Department of Water Resources
FIRO	Forecast Informed Reservoir Operations
FY	Fiscal Year
GAP	Green Acres Project

GHG	Greenhouse Gas
GPCD	Gallons per Capita per Day
gpf	Gallons per Flush
GRP	Groundwater Reliability Plan
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
GWRS	Groundwater Replenishment System
GWRSFE	Groundwater Replenishment System Final Expansion
H_2O_2	Hydrogen Peroxide
HECW	High Efficiency Clothes Washer
HEN	High Efficiency Nozzle
HET	High Efficiency Toilet
HOA	Home Owners Association
IPR	Indirect Potable Reuse
IRP	Integrated Water Resources Plan
JADU	Junior Accessory Dwelling Unit
kWh	Kilowatt-Hour
LRP	Local Resources Program
LTFP	Long-Term Facilities Plan
MAF	Million Acre-Feet
MCL	Maximum Contaminant Level
MET	Metropolitan Water District of Southern California
MF	Microfiltration
MG	Million Gallon
MGD	Million Gallons per Day
MHI	Median Household Income
MNWD	Moulton Niguel Water District
MTBE	Methyl Tertiary Butyl Ether
MWDOC	Municipal Water District of Orange County
MWELO	Model Water Use Efficiency Landscape Ordinance
NDMA	N-nitrosodimethylamine
NPDES	National Pollutant Discharge Elimination System
NRW	Non-Revenue Water
OC	Orange County
OC Basin	Orange County Groundwater Basin
OC San	Orange County Sanitation District
OCWD	Orange County Water District
ORP	On-Site Retrofit Program
PFAS	Per- and polyfluoroalkyl substances
PFOA	perfluorooctanoic acid

PFOS	perfluorooctane sulfanate
Poseidon	Poseidon Resources LLC
PPCP	Pharmaceuticals and Personal Care Product
ppt	Parts per trillion
PSA	Public Service Announcement
QWEL	Qualified Water Efficient Landscaper
RA	Replenishment Assessment
RHNA	Regional Housing Needs Assessment
RO	Reverse Osmosis
RUWMP	Regional Urban Water Management Plan
SBx7-7	Senate Bill 7 as part of the Seventh Extraordinary Session
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCWD	South Coast Water District
SMWD	Santa Margarita Water District
SDP	Seawater Desalination Program
sf	Square Feet
STEAM	Science Technology Engineering Arts and Mathematics
SWP	State Water Project
SWRCB	California State Water Resources Control Board
TAF	Thousand Acre-Feet
TDS	Total Dissolved Solids
USACE	United States Army Corps of Engineers
USBR	United States Bureau of Reclamation
UV	Ultraviolet
UWMP	Urban Water Management Plan
UWMP Act	Urban Water Management Planning Act of 1983
VOC	Volatile Organic Compound
Water Code	California Water Code
WBIC	Weather-Based Irrigation Controller
WF-21	Water Factory 21
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WSIP	Water Savings Inventory Program
WUO	Water Use Objective

EXECUTIVE SUMMARY

INTRODUCTION AND UWMP OVERVIEW

The City of Newport Beach (City) prepared this 2020 Urban Water Management Plan (UWMP) to submit to the California Department of Water Resources (DWR) to satisfy the UWMP Act of 1983 (UWMP Act or Act) and subsequent California Water Code (Water Code) requirements. The City is a retail water supplier that provides water to its residents and other customers using the imported potable water supply obtained from its regional wholesaler, Municipal Water District of Orange County (MWDOC), local groundwater from the Orange County Groundwater Basin (OC Basin), and recycled water from the Orange County Water District (OCWD).

UWMPs are comprehensive documents that present an evaluation of a water supplier's reliability over a long-term (20-25 year) horizon. This 2020 UWMP provides an assessment of the present and future water supply sources and demands within the City's service area. It presents an update to the 2015 UWMP on the City's water resource needs, water use efficiency programs, water reliability assessment and strategies to mitigate water shortage conditions. It also presents a new 2020 Water Shortage Contingency Plan (WSCP) designed to prepare for and respond to water shortages. This 2020 UWMP contains all elements to meet compliance of the new requirements of the Act as amended since 2015.

UWMP PREPARATION

The City coordinated the preparation of this 2020 UWMP with other key entities, including MWDOC (regional wholesaler of imported water for Orange County), Metropolitan Water District of southern California (MET) (regional wholesaler for Southern California and the direct supplier of imported water to MWDOC), and OCWD (OC Basin manager and provider of recycled water in north Orange County). The City also coordinated with other entities, which provided valuable data for the analyses prepared in this UWMP, such as the Center for Demographic Research (CDR) at California State University Fullerton for population projections, through MWDOC's assistance.

SYSTEM DESCRIPTION

The City was incorporated on September 1, 1906 and is governed by a seven-member City Council which operates under a Council-Manager format of government. The City Utilities Department and the Public Works Department work collaboratively to provide water to the customers.

The City's water service area covers about 11 square miles located along the Orange County coast of Southern California. The water service area covers most of the City's boundaries with the remaining areas served by Irvine Ranch Water District (IRWD) and Mesa Water District (Mesa Water).

The City operates a wellfield with a total capacity of 10,900 gallons per minute (gpm), 15 recycled water connections, 6 inter-agency emergency interconnections and manages about 300-mile water mains system with 26,765 service connections.

Lying in the South Coast Air Basin (SCAB), its climate is characterized by Southern California's "Mediterranean" climate with mild winters, warm summers and moderate rainfall. In terms of land use, the City is almost built out with predominantly single and multi-family residential units. Moving forward, the City will continue planning for its Regional Housing Needs Assessment (RHNA) allocation and future planned developments beyond 2020 will mainly include addition of institutional, commercial and a few

residential units. The current population of 61,916 is projected to increase by only 4.8% over the next 25 years.

WATER USE CHARACTERIZATION

Water use within the City's service area has been relatively stable in the past decade with an annual average of 15,413 AF. In this period, potable and non-potable water use accounted for an average of 97% and 3% of total City water use, respectively. In FY2019-20, the City's water use was 14,492 AF of potable water (groundwater and imported) and 513 AF of direct recycled water for landscape irrigation. In FY2019-20, the City's potable water use profile was comprised of 58.9% residential use, 18.2% commercial, institutional, and industrial (CII) and 18.1% large landscape/irrigation, with non-revenue water and other uses comprising about 4.8%.

Water Use Projections: 5-year and 25-year

The City's service area is almost completely built-out and is projected to add minimum land use and small population increase. Water demand is likely to decrease less than 1% over the next 5 years. In the longer term, water demand is projected to increase 5.2% from 2025 through 2045. The projected water use for 2045 is 15,103 AF for potable water and 542 AF for recycled water.

This demand projection considers such factors as current and future demographics, future water use efficiency measures, and long term weather variability.

CONSERVATION TARGET COMPLIANCE

Retail water suppliers are required to comply with the requirements of Water Conservation Act of 2009, also known as SBx7-7 (Senate Bill 7 as part of the Seventh Extraordinary Session), which was signed into law in 2010 and requires the State of California to reduce urban water use by 20% by 2020 from a 2013 baseline.

The retail water suppliers can comply individually or as a region in collaboration with other retail water suppliers, in order to be eligible for water related state grants and loans. The City is part of the Orange County 20x2020 Regional Alliance created in collaboration with MWDOC, its retail member agencies as well as the Cities of Anaheim, Fullerton, and Santa Ana. The Alliance was created to assist OC retail agencies in complying with SBx7-7.

The City met its 2020 water use target and is in compliance with SBx7-7; the actual 2020 consumption was 160 gallons per capita per day (GPCD), which is below its 2020 target of 207 GPCD.

WATER SUPPLY CHARACTERIZATION

The City meets all of its demands with a combination of imported water, local groundwater, and recycled water. The City works together with two primary agencies, MWDOC and OCWD to ensure a safe and reliable water supply that will continue to serve the community in periods of drought and shortage. The sources of imported water supplies include water from the Colorado River and the State Water Project (SWP) provided by MET and delivered through MWDOC.

The City's main source of water supply is groundwater from the OC Basin. Imported water and recycled water supplement the City's water supply portfolio. In FY 2019-20, the City's water supplies consisted of 68% groundwater, 28.5% imported water, and 3.5% recycled water.

It is projected that by 2045, the water supply portfolio will shift to 82% groundwater, 14.5% imported water, and 3.5% recycled water. Note that these representations of supply match the projected demand. The City can purchase more MET water through MWDOC, should the need arise.

The City does not own or operate wastewater treatment facilities but owns and operates the wastewater collection system in its service area that sends all wastewater to OC San for treatment and disposal. The City benefits from its direct and indirect uses of recycled water. OCWD's Green Acres Project (GAP) produces recycled water for direct non-potable reuses such as landscape irrigation. OCWD's Groundwater Replenishment System (GWRS) produces recycled water for indirect potable reuse (IPR) through the replenishment of the OC Basin.

WATER SERVICE RELIABILITY AND DROUGHT RISK ASSESSMENT

Every urban water supplier is required to assess the reliability of their water service to its customers under a normal year, a single dry year, and a drought period lasting five consecutive years. The water service reliability assessment compares projected supply to projected demand for the three hydrological conditions between 2025 and 2045. Factors affecting reliability, such as climate change and regulatory impacts, are accounted for as part of the assessment.

The City depends on a combination of imported and local supplies to meet its water demands and has taken numerous steps to ensure it has adequate supplies. MET's and MWDOC's 2020 UWMPs conclude that they can meet full-service demands of their member agencies through 2045 during normal years, single-dry years, and multiple-dry years. Consequently, the City is projected to meet full-service demands through 2045 for all scenarios, due to diversified supply and conservation measures.

The Drought Risk Assessment (DRA) evaluates the City's near-term ability to supply water assuming the City is experiencing a drought over the next five years. Even under the assumption of a drought over the next five years, MET's 2020 UWMP concludes a surplus of water supplies would be available to all of its Member Agencies, including MWDOC and in effect, the City, should the need for additional supplies arise to close any local supply gap. Additionally, the City partakes in various efforts to reduce its reliance on imported water supplies such as increasing the use of local groundwater and recycled water supplies.

WATER SHORTAGE CONTINGENCY PLANNING

Water shortage contingency planning is a strategic planning process that the City engages to prepare for and respond to water shortages. A water shortage, when water supply available is insufficient to meet the normally expected customer water use at a given point in time, may occur due to a number of reasons, such as water supply quality changes, climate change, drought, and catastrophic events (e.g., earthquake). The City's WSCP provides real-time water supply availability assessment and structured steps designed to respond to actual conditions. This level of detailed planning and preparation will help maintain reliable supplies and reduce the impacts of supply interruptions.

The WSCP serves as the operating manual that the City will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages. The WSCP contains the processes and procedures that will be deployed when shortage conditions arise so that the City's governing body, its staff, and its retail agencies can easily identify and efficiently implement

pre-determined steps to mitigate a water shortage to the level appropriate to the degree of water shortfall anticipated.

DEMAND MANAGEMENT MEASURES

The City, along with other Retail water agencies throughout Orange County, recognizes the need to use existing water supplies efficiently. This ethic of efficient water use has evolved as a result of the development and implementation of water use efficiency programs that make economic sense while reflecting responsible stewardship of the region's water resources. The City works closely with MWDOC to promote regional efficiency by participating in the regional water savings programs, leveraging MWDOC local program assistance, and applying the findings of MWDOCs research and evaluation efforts. This approach helps minimize confusion to consumers by providing the same programs with the same participation guidelines, maintains a consistent message to the public to use water efficiently, and provides support to retail water agencies with MWDOC serving as program administrator for the region.

PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

The Water Code requires the UWMP to be adopted by the Supplier's governing body. Before the adoption of the UWMP, the City notified the public and the cities and counties within its service area per the Water Code and held a public hearing to receive input from the public on the UWMP. Post adoption, the City submitted the UWMP to DWR and the other key agencies and will make it available for public review no later than 30 days after filing with DWR.

ATTACHMENT B

May 2021

2020 Water Shortage Contingency Plan

Final Draft

2020 Water Shortage Contingency Plan

May 2021

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Acronyms and Abbreviations

%	Percent
Act	Urban Water Management Planning Act
AF	Acre-Feet
AFY	Acre-Feet per Year
Annual Assessment	Annual Water Supply and Demand Assessment
BPP	Basin Production Percentage
City	City of Newport Beach
CRA	Colorado River Aqueduct
DDW	Division of Drinking Water
DRA	Drought Risk Assessment
DVL	Diamond Valley Lake
DWR	California Department of Water Resources
EAP	Emergency Operations Center Actions Plan
EOC	Emergency Operation Center
EOP	Emergency Operations Plan
FY	Fiscal Year
GAP	Green Acres Project
GSP	Groundwater Sustainability Plan
HMP	Hazard Mitigation Plan
IRP	Integrated Water Resource Plan
M&I	Municipal and industrial
MCL	Maximum Contaminant Level
MET	Metropolitan Water District of Southern California
Metropolitan Act	Metropolitan Water District Act
MGD	Million Gallons per Day
MWDOC	Municipal Water District of Orange County
NIMS	National Incident Management System
OC	Orange County
OC Basin	Orange County Groundwater Basin
OC San	Orange County Sanitation District
OCWD	Orange County Water District
PFAS	Per- and Polyfluoroalkyl Substances
PFOA	Perfluorooctanoic Acid
PFOS	Perfluorooctane Sulfonate
PPT	Parts Per Trillion
Producer	Groundwater Producer Authorized to Pump from Groundwater Basin
RL	Response Level
SEMS	California Standardized Emergency Management System
Supplier	Urban Water Supplier

SWP	State Water Project
SWRCB	California State Water Resources Control Board
UWMP	Urban Water Management Plan
WARN	Water Agency Response Network
Water Code	California Water Code
WEROC	Water Emergency Response Organization of Orange County
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WSDM	Water Surplus and Drought Management Plan

1 INTRODUCTION AND WSCP OVERVIEW

The Water Shortage Contingency Plan (WSCP) is a strategic planning document designed to prepare for and respond to water shortages. This WSCP complies with California Water Code (Water Code) Section 10632, which requires that every urban water supplier (Supplier) shall prepare and adopt a WSCP as part of its Urban Water Management Plan (UWMP). This level of detailed planning and preparation is intended to help maintain reliable supplies and reduce the impacts of supply interruptions.

The WSCP is the City of Newport Beach (City)'s operating manual that is used to prevent catastrophic service disruptions through proactive, rather than reactive, management. A water shortage, when water supply available is insufficient to meet the normally expected customer water use at a given point in time, may occur due to a number of reasons, such as drought, climate change, and catastrophic events. This plan provides a structured guide for the City to deal with water shortages, incorporating prescriptive information and standardized action levels, along with implementation actions in the event of a catastrophic supply interruption. This way, if and when shortage conditions arise, the City's governing body, its staff, and the public can easily identify and efficiently implement pre-determined steps to manage a water shortage. A well-structured WSCP allows real-time water supply availability assessment and structured steps designed to respond to actual conditions, to allow for efficient management of any shortage with predictability and accountability.

The WSCP also describes the City's procedures for conducting an Annual Water Supply and Demand Assessment (Annual Assessment) that is required by Water Code Section 10632.1 and is to be submitted to the California Department of Water Resources (DWR) on or before July 1 of each year, or within 14 days of receiving final allocations from the State Water Project (SWP), whichever is later. The City's 2020 WSCP is included as an appendix to its 2020 UWMP which will be submitted to DWR by July 1, 2021. However, this WSCP is created separately from the City's 2020 UWMP and can be amended, as needed, without amending the UWMP. Furthermore, the Water Code does not prohibit a Supplier from taking actions not specified in its WSCP, if needed, without having to formally amend its UWMP or WSCP.

1.1 Water Shortage Contingency Plan Requirements and Organization

The WSCP provides the steps and water shortage response actions to be taken in times of water shortage conditions. WSCP has prescriptive elements, such as an analysis of water supply reliability; the water shortage response actions for each of the six standard water shortage levels that correspond to water shortage percentages ranging from 10% to greater than 50%; an estimate of potential to close supply gap for each measure; protocols and procedures to communicate identified actions for any current or predicted water shortage conditions; procedures for an Annual Assessment; monitoring and reporting requirements to determine customer compliance; and reevaluation and improvement procedures for evaluating the WSCP.

This WSCP is organized into three main sections, with Section 3 aligned with the Water Code Section 16032 requirements.

Section 1 Introduction and WSCP Overview gives a summary of the WSCP fundamentals.

Section 2 Background provides a background on the City's water service area.

Section 3 Water Shortage Contingency Preparedness and Response Planning.

Section 3.1 Water Supply Reliability Analysis provides a summary of the water supply analysis and water reliability findings from the 2020 UWMP.

Section 3.2 Annual Water Supply and Demand Assessment Procedures provide a description of procedures to conduct and approve the Annual Assessment.

Section 3.3 Six Standard Water Shortage Stages explains the WSCP's six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, 50, and more than 50% shortages.

Section 3.4 Shortage Response Actions describes the WSCP's shortage response actions that align with the defined shortage levels.

Section 3.5 Communication Protocols addresses communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding any current or predicted shortages and any resulting shortage response actions.

Section 3.6 Compliance and Enforcement describes customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions.

Section 3.7 Legal Authorities is a description of the legal authorities that enable the City to implement and enforce its shortage response actions.

Section 3.8 Financial Consequences of the WSCP provides a description of the financial consequences of and responses for drought conditions.

Section 3.9 Monitoring and Reporting describes monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements**.**

Section 3.10 WSCP Refinement Procedures addresses reevaluation and improvement procedures for monitoring and evaluating the functionality of the WSCP.

Section 3.11 Special Water Feature Distinction is a required definition for inclusion in a WSCP per the Water Code.

Section 3.12 Plan Adoption, Submittal, and Implementation provides a record of the process the City followed to adopt and implement its WSCP.

1.2 Integration with Other Planning Efforts

As a retail water supplier in Orange County, the City considered other key entities in the development of this WSCP, including the Municipal Water District of Orange County ([MWDOC] (regional wholesale supplier)), the Metropolitan Water District of Southern California ([MET] (regional wholesaler for Southern California and the direct supplier of imported water to MWDOC)), and Orange County Water District ([OCWD] (Orange County Groundwater Basin manager and provider of recycled water in North Orange

County)). As a MWDOC member agency, the City also developed this WSCP with input from several coordination efforts led by MWDOC.

Some of the key planning and reporting documents that were used to develop this WSCP are:

- **MWDOC's 2020 UWMP** provides the basis for the projections of the imported supply availability over the next 25 years for the City's service area.
- **MWDOC's 2020 WSCP** provides a water supply availability assessment and structured steps designed to respond to actual conditions that will help maintain reliable supplies and reduce the impacts of supply interruptions.
- **2021 Orange County Water Demand Forecast for MWDOC and OCWD Technical Memorandum (Demand Forecast TM)** provides the basis for water demand projections for MWDOC's member agencies as well as Anaheim, Fullerton, and Santa Ana.
- **MET's 2020 Integrated Water Resources Plan (IRP)** is a long-term planning document to ensure water supply availability in Southern California and provides a basis for water supply reliability in Orange County.
- **MET's 2020 UWMP** was developed as a part of the 2020 IRP planning process and was used by MWDOC as another basis for the projections of supply capability of the imported water received from MET.
- **MET's 2020 WSCP** provides a water supply assessment and guide for MET's intended actions during water shortage conditions.
- **OCWD's 2019-20 Engineer's Report** provides information on the groundwater conditions and basin utilization of the Orange County Groundwater Basin (OC Basin).
- **OCWD's 2017 Basin 8-1 Alternative i**s an alternative to the Groundwater Sustainability Plan (GSP) for the OC Basin and provides significant information related to sustainable management of the basin in the past and hydrogeology of the basin, including groundwater quality and basin characteristics.
- **2020 Local Hazard Mitigation Plan (HMP)** provides the basis for the seismic risk analysis of the water system facilities.
- **Orange County Local Agency Formation Commission's 2020 Municipal Service Review for MWDOC Report** provides a comprehensive service review of the municipal services provided by MWDOC.
- **Water Master Plan and Sewer Master Plan** of the City provides information on water infrastructure planning projects and plans to address any required water system improvements.
- **Groundwater Management Plans** provide the groundwater sustainability goals for the basins in the MWDOC's service area and the programs, actions, and strategies activities that support those goals.

2 BACKGROUND INFORMATION

The City was incorporated on September 1, 1906 and the current City Charter was adopted in 1954. The City is governed by a seven-member City Council which operates under a Council-Manager format of government. The City Utilities Department is responsible for the operation and maintenance of the City's water, wastewater, water quality, and storm drain systems, as well as and other municipal utilities within the City. The City's Public Works Department is responsible for engineering services including capital project delivery, environmental services, and transportation and development services. The two departments work collaboratively to provide water to the customers. The City is known for its fine residential areas, modern shopping facilities, strong business community and quality school system.

2.1 City Service Area

The City provides water to approximately 11 square miles of land area located along the Orange County coast of Southern California. The City is bounded to the West by the Pacific Ocean, to the North by the cities of Huntington Beach and Costa Mesa, to the South by Laguna Beach, and to the East by Irvine. The water service area covers most of the City's boundaries with the remaining areas served by IRWD and Mesa Water as shown on Figure 2-1. The City operates a wellfield with a total capacity of 10,900 gallons per minute, 15 recycled water connections, 6 inter-agency emergency interconnections and manages about 300-mile water mains system with 26,765 service connections.

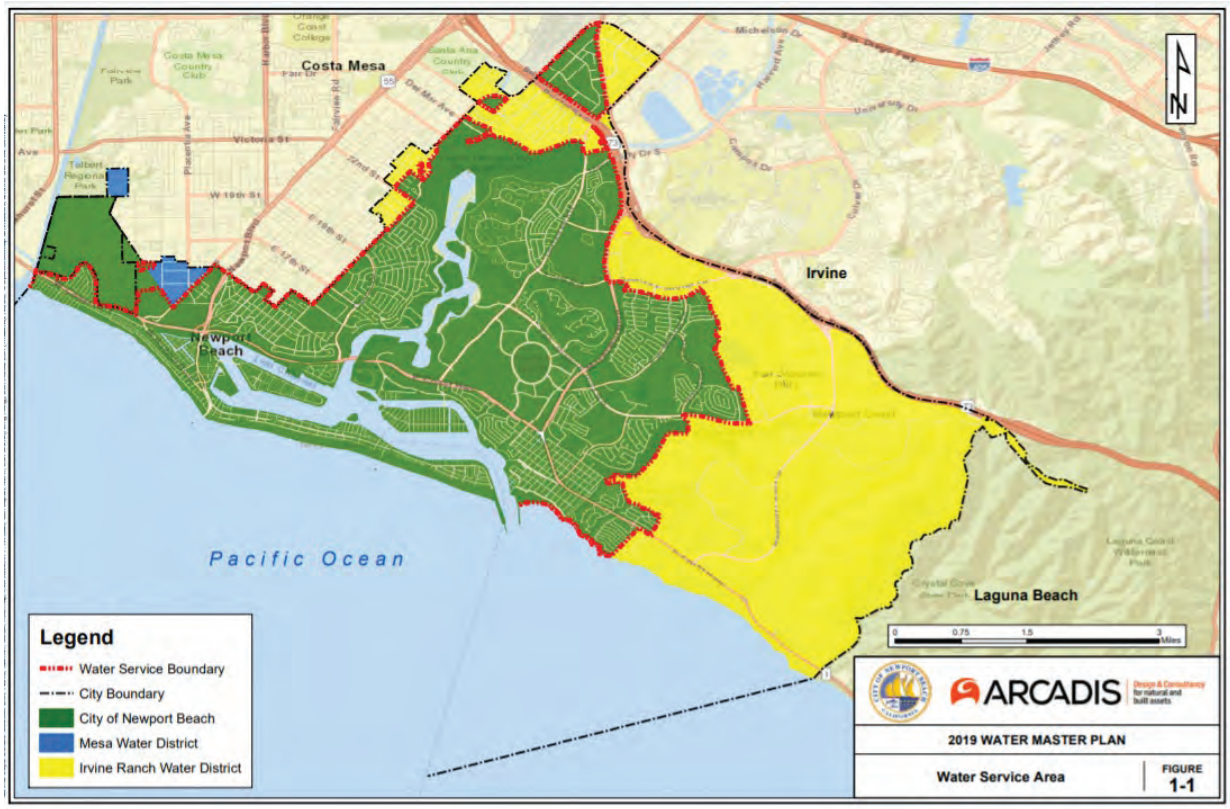

Figure 2-1: City Service Area

Although the City supplements its water supply portfolio with recycled water, the WSCP only applies to its potable water supply. The City is directly involved in wastewater services through its ownership and operation of the wastewater collection system in its service area and sends all collected wastewater to Orange County Sanitation District (OC San) for treatment and disposal. The City sells and distributes OCWD Green Acres Project (GAP) water to recycled water customers, as detailed in Section 6.6 of the City's 2020 UWMP (Newport Beach, 2021). The City will determine the recycled water demand reduction actions for recycled water based on the availability of supply and to meet necessary wastewater discharge permit requirements.

2.2 Relationship to Wholesalers

MET: MET is the largest water wholesaler for domestic and municipal uses in California, serving approximately 19 million customers. MET wholesales imported water supplies to 26 member cities and water districts in six Southern California counties. Its service area covers the Southern California coastal plain, extending approximately 200 miles along the Pacific Ocean from the City of Oxnard in the north to the international boundary with Mexico in the south. This encompasses 5,200 square miles and includes portions of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura counties. Approximately 85% of the population from the aforementioned counties reside within MET's boundaries.

MET is governed by a Board of Directors comprised of 38 appointed individuals with a minimum of one representative from each of MET's 26 member agencies. The allocation of directors and voting rights are determined by each agency's assessed valuation. Each member of the Board shall be entitled to cast one vote for each ten million dollars ($10,000,000) of assessed valuation of property taxable for district purposes, in accordance with Section 55 of the Metropolitan Water District Act (Metropolitan Act). Directors can be appointed through the chief executive officer of the member agency or by a majority vote of the governing board of the agency. Directors are not compensated by MET for their service.

MET is responsible for importing water into the region through its operation of the Colorado River Aqueduct (CRA) and its contract with the State of California for SWP supplies. Member agencies receive water from MET through various delivery points and pay for service through a rate structure made up of volumetric rates, capacity charges and readiness to serve charges. Member agencies provide estimates of imported water demand to MET annually in April regarding the amount of water they anticipate they will need to meet their demands for the next five years.

MWDOC: In Orange County, MWDOC and the Cities of Anaheim, Fullerton, and Santa Ana are MET member agencies that purchase imported water directly from MET. Furthermore, MWDOC purchases both treated potable and untreated water from MET to supplement its retail agencies' local supplies.

The City is one of MWDOC's 28 member agencies receiving imported water from MWDOC. The City's location within MWDOC's service area is shown on Figure 2-2.

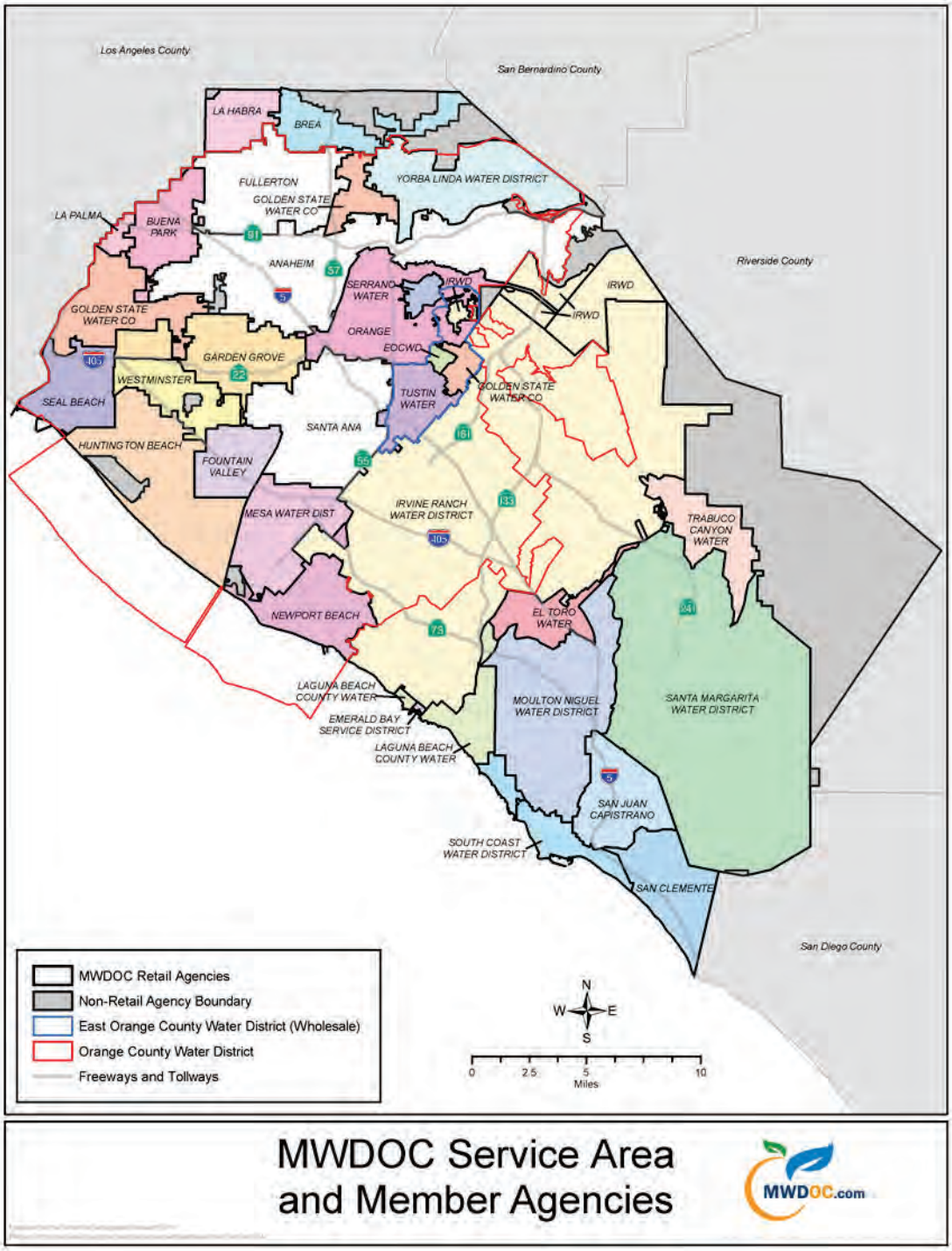

Figure *2-2*: Regional Location of the City and Other MWDOC Member Agencies

2.3 Relationship with Wholesaler Water Shortage Planning

The WSCP is designed to be consistent with MET's Water Shortage and Demand Management (WSDM) Plan, MWDOC's Water Supply Allocation Plan (WSAP), and other emergency planning efforts as described below. MWDOC's WSAP is integral to the WSCP's shortage response strategy in the event that MET or MWDOC determines that supply augmentation (including storage) and lesser demand reduction measures would not be sufficient to meet a projected shortage levels needed to meet demands.

2.3.1 MET Water Surplus and Drought Management Plan

MET evaluates the level of supplies available and existing levels of water in storage to determine the appropriate management stage annually. Each stage is associated with specific resource management actions to avoid extreme shortages to the extent possible and minimize adverse impacts to retail customers should an extreme shortage occur. The sequencing outlined in the WSDM Plan reflects anticipated responses towards MET's existing and expected resource supply portfolio options.

Surplus stages occur when net annual deliveries can be made to water storage programs. Under the WSDM Plan, there are four surplus management stages that provides a framework for actions to take for surplus supplies. Deliveries in Diamond Valley Lake (DVL) and in SWP terminal reservoirs continue through each surplus stage provided there is available storage capacity. Withdrawals from DVL for regulatory purposes or to meet seasonal demands may occur in any stage.

The WSDM Plan distinguishes between shortages, severe shortages, and extreme shortages. The differences between each term are listed below.

- Shortage: MET can meet full-service demands and partially meet or fully meet interruptible demands using stored water or water transfers as necessary.
- Severe Shortage: MET can meet full-service demands only by using stored water, transfers, and possibly calling for extraordinary conservation.
- Extreme Shortage: MET must allocate available supply to full-service customers.

There are six shortage management stages to guide resource management activities. These stages are defined by shortfalls in imported supply and water balances in MET's storage programs. When MET must make net withdrawals from storage to meet demands, it is considered to be in a shortage condition. Figure 2-3 gives a summary of actions under each surplus and shortage stages when an allocation plan is necessary to enforce mandatory cutbacks. The goal of the WSDM plan is to avoid Stage 6, an extreme shortage (MET, 1999).

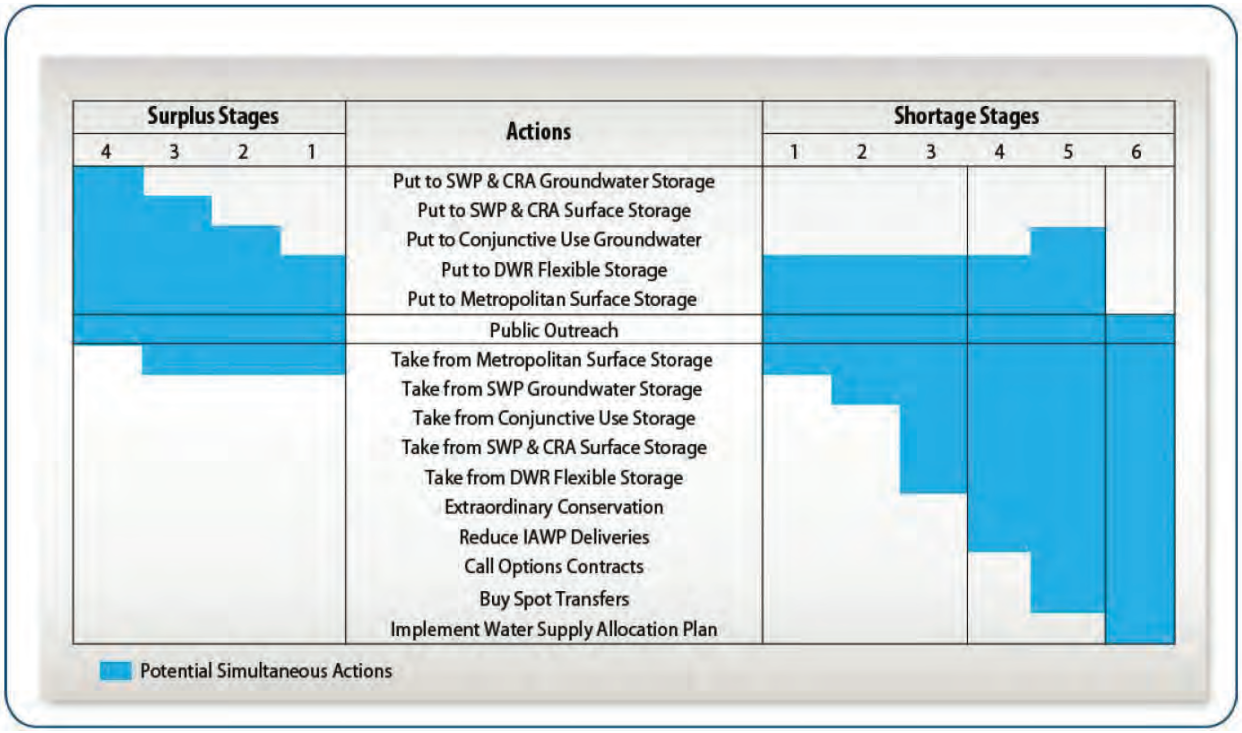

Figure 2-3: Resource Stages, Anticipated Actions, and Supply Declarations

Source: MET, 1999.

MET's Board of Directors adopted a Water Supply Condition Framework in June 2008 in order to communicate the urgency of the region's water supply situation and the need for further water conservation practices. The framework has four conditions, each calling increasing levels of conservation. Descriptions for each of the four conditions are listed below:

- Baseline Water Use Efficiency: Ongoing conservation, outreach, and recycling programs to achieve permanent reductions in water use and build storage reserves.
- Condition 1 Water Supply Watch: Local agency voluntary dry-year conservation measures and use of regional storage reserves.
- Condition 2 Water Supply Alert: Regional call for cities, counties, member agencies, and retail water agencies to implement extraordinary conservation through drought ordinances and other measures to mitigate use of storage reserves.
- Condition 3 Water Supply Allocation: Implement MET's WSAP.

As noted in Condition 3, should supplies become limited to the point where imported water demands cannot be met, MET will allocate water through the WSAP (MET, 2021a).

2.3.2 MET Water Supply Allocation Plan

MET's imported supplies have been impacted by a number of water supply challenges as noted earlier. In case of extreme water shortage within the MET service area is the implementation of its WSAP.

MET's Board of Directors originally adopted the WSAP in February 2008 to fairly distribute a limited amount of water supply and applies it through a detailed methodology to reflect a range of local conditions and needs of the region's retail water consumers (MET, 2021a).

The WSAP includes the specific formula for calculating member agency supply allocations and the key implementation elements needed for administering an allocation. MET's WSAP is the foundation for the urban water shortage contingency analysis required under Water Code Section 10632 and is part of MET's 2020 UWMP.

MET's WSAP was developed in consideration of the principles and guidelines in MET's 1999 WSDM Plan with the core objective of creating an equitable "needs-based allocation." The WSAP's formula seeks to balance the impacts of a shortage at the retail level while maintaining equity on the wholesale level for shortages of MET supplies of up to or if necessary greater than 50% cutback. The formula takes into account a number of factors, such as the impact on retail customers, growth in population, changes in supply conditions, investments in local resources, demand hardening aspects of water conservation savings, recycled water, extraordinary storage and transfer actions, and groundwater imported water needs.

The formula is calculated in three steps: 1) based period calculations, 2) allocation year calculations, and 3) supply allocation calculations. The first two steps involve standard computations, while the third step contains specific methodology developed for the WSAP.

Step 1: Base Period Calculations – The first step in calculating a member agency's water supply allocation is to estimate their water supply and demand using a historical based period with established water supply and delivery data. The base period for each of the different categories of supply and demand is calculated using data from the two most recent non-shortage years.

Step 2: Allocation Year Calculations – The next step in calculating the member agency's water supply allocation is estimating water needs in the allocation year. This is done by adjusting the base period estimates of retail demand for population growth and changes in local supplies.

Step 3: Supply Allocation Calculations – The final step is calculating the water supply allocation for each member agency based on the allocation year water needs identified in Step 2.

In order to implement the WSAP, MET's Board of Directors makes a determination on the level of the regional shortage, based on specific criteria, typically in April. The criteria used by MET includes, current levels of storage, estimated water supplies conditions, and projected imported water demands. The allocations, if deemed necessary, go into effect in July of the same year and remain in effect for a 12-month period. The schedule is made at the discretion of the Board of Directors (MET, 2021b).

As demonstrated by the findings in MET's 2020 UWMP both the Water Reliability Assessment and the Drought Risk Assessment (DRA) demonstrate that MET is able to mitigate the challenges posed by hydrologic variability, potential climate change, and regulatory risk on its imported supply sources through the significant storage capabilities it has developed over the last two decades, both dry-year and emergency storage (MET, 2021a).

Although MET's 2020 UWMP forecasts that MET will be able to meet projected imported demands throughout the projected period from 2025 to 2045, uncertainty in supply conditions can result in MET needing to implement its WSAP to preserve dry-year storage and curtail demands (MET, 2021b).

2.3.3 MWDOC Water Supply Allocation Plan

To prepare for the potential allocation of imported water supplies from MET, MWDOC worked collaboratively with its 28 retail agencies to develop its own WSAP that was adopted in January 2009 and amended in 2016. The MWDOC WSAP outlines how MWDOC will determine and implement each of its retail agency's allocation during a time of shortage.

The MWDOC WSAP uses a similar method and approach, when reasonable, as that of the MET's WSAP. However, MWDOC's plan remains flexible to use an alternative approach when MET's method produces a significant unintended result for the member agencies. The MWDOC WSAP model follows five basic steps to determine a retail agency's imported supply allocation.

Step 1: Determine Baseline Information – The first step in calculating a water supply allocation is to estimate water supply and demand using a historical based period with established water supply and delivery data. The base period for each of the different categories of demand and supply is calculated using data from the last two non-shortage years.

Step 2: Establish Allocation Year Information – In this step, the model adjusts for each retail agency's water need in the allocation year. This is done by adjusting the base period estimates for increased retail water demand based on population growth and changes in local supplies.

Step 3: Calculate Initial Minimum Allocation Based on MET's Declared Shortage Level – This step sets the initial water supply allocation for each retail agency. After a regional shortage level is established, MWDOC will calculate the initial allocation as a percentage of adjusted Base Period Imported water needs within the model for each retail agency.

Step 4: Apply Allocation Adjustments and Credits in the Areas of Retail Impacts and Conservation– In this step, the model assigns additional water to address disparate impacts at the retail level caused by an across-the-board cut of imported supplies. It also applies a conservation credit given to those agencies that have achieved additional water savings at the retail level as a result of successful implementation of water conservation devices, programs and rate structures.

Step 5: Sum Total Allocations and Determine Retail Reliability – This is the final step in calculating a retail agency's total allocation for imported supplies. The model sums an agency's total imported allocation with all of the adjustments and credits and then calculates each agency's retail reliability compared to its Allocation Year Retail Demand.

The MWDOC WSAP includes additional measures for plan implementation, including the following (MWDOC, 2016):

- **Appeal Process –** An appeals process to provide retail agencies the opportunity to request a change to their allocation based on new or corrected information. MWDOC anticipates that under most circumstances, a retail agency's appeal will be the basis for an appeal to MET by MWDOC.
- **Melded Allocation Surcharge Structure –** At the end of the allocation year, MWDOC would only charge an allocation surcharge to each retail agency that exceeded their allocation if MWDOC exceeds its total allocation and is required to pay a surcharge to MET. MET enforces allocations to retail agencies through an allocation surcharge to a retail agency that exceeds its total annual allocation at the end of the 12-month allocation period. MWDOC's surcharge would be assessed

according to the retail agency's prorated share (AF over usage) of MWDOC amount with MET. Surcharge funds collected by MET will be invested in its Water Management Fund, which is used to in part to fund expenditures in dry-year conservation and local resource development.

- **Tracking and Reporting Water Usage –** MWDOC will provide each retail agency with water use monthly reports that will compare each retail agency's current cumulative retail usage to their allocation baseline. MWDOC will also provide quarterly reports on its cumulative retail usage versus its allocation baseline.
- **Timeline and Option to Revisit the Plan –** The allocation period will cover 12 consecutive months and the Regional Shortage Level will be set for the entire allocation period. MWDOC only anticipates calling for allocation when MET declares a shortage; and no later than 30 days from MET's declaration will MWDOC announce allocation to its retail agencies.

3 WATER SHORTAGE CONTINGENCY PREPAREDNESS AND RESPONSE PLANNING

The City's WSCP is a detailed guide of how the City intends to act in the case of an actual water shortage condition. The WSCP anticipates a water supply shortage and provides pre-planned guidance for managing and mitigating a shortage. Regardless of the reason for the shortage, the WSCP is based on adequate details of demand reduction and supply augmentation measures that are structured to match varying degrees of shortage will ensure the relevant stakeholders understand what to expect during a water shortage situation.

3.1 Water Supply Reliability Analysis

Per Water Code Section 10632 (a)(1), the WSCP shall provide an analysis of water supply reliability conducted pursuant to Water Code Section 10635, and the key issues that may create a shortage condition when looking at the City's water asset portfolio.

Understanding water supply reliability, factors that could contribute to water supply constraints, availability of alternative supplies, and what effect these have on meeting customer demands provides the City with a solid basis on which to develop appropriate and feasible response actions in the event of a water shortage. In the 2020 UWMP, the City conducted a Water Reliability Assessment to compare the total water supply sources available to the water supplier with long-term projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (Newport Beach, 2021).

The City also conducted a DRA to evaluate a drought period that lasts five consecutive water years starting from the year following when the assessment is conducted. An analysis of both assessments determined that the City is capable of meeting all customers' demands from 2021 through 2045 for a normal year, a single dry year, and a drought lasting five consecutive years with significant imported water supplemental dedicated drought supplies from MWDOC/MET and ongoing conversation program efforts. The City receives the majority of its water supply from groundwater from the OC Basin, as well as supplemental supplies from local recycled water from the OCWD GAP that adds reliability for non-potable water demand.

As a result, there is no projected shortage condition due to drought that will trigger customer demand reduction actions until MWDOC notifies the City of insufficient imported supplies. More information is available in the City's 2020 UWMP Section 6 and 7 (Newport Beach, 2021).

3.2 Annual Water Supply and Demand Assessment Procedures

Per Water Code Section 10632.1, the City will conduct an Annual Assessment pursuant to subdivision (a) of Section 10632 and by July 1st of each year, beginning in 2022, submit an Annual Assessment with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the Supplier's WSCP.

The City must include in its WSCP the procedures used for conducting an Annual Assessment. The Annual Assessment is a determination of the near-term outlook for supplies and demands and how a perceived shortage may relate to WSCP shortage stage response actions in the current calendar year. This determination is based on information available to the City at the time of the analysis. Starting in 2022, the Annual Assessment will be due by July 1 of every year.

This section documents the decision-making process required for formal approval of the City's Annual Assessment determination of water supply reliability each year and the key data inputs and the methodologies used to evaluate the water system reliability for the coming year, while considering that the year to follow would be considered dry.

3.2.1 Decision-Making Process

The following decision-making process describes the functional steps that the City will take to formally approve the Annual Assessment determination of water supply reliability each year.

3.2.1.1 City Steps to Approve the Annual Assessment Determination

The Annual Assessment will be predicated on the OCWD Basin Production Percent (BPP) and on MWDOCs Annual Assessment outcomes.

The City receives groundwater from OCWD. The OC Basin is not adjudicated and as such, pumping from the OC Basin is managed through a process that uses financial incentives to encourage groundwater producers (Producers) to pump a sustainable amount of water. The framework for the financial incentives is based on establishing the BPP, the percentage of each Producer's total water supply that comes from groundwater pumped from the OC Basin. The BPP is set uniformly for all Producers by OCWD on an annual basis by OCWD Board of Directors. Based on the projected water demand and water modeled water supply, over the long-term, OCWD anticipates sustainably supporting a BPP of 85%; however, volumes of groundwater and imported water may vary depending on OCWD's actual BPP projections. A supply reduction that may result from the annual BPP projection will be included in the Annual Assessment.

While the City's primary source of water is OCWD groundwater, any remaining source to meet retail demands comes from the purchase of imported water from MWDOC. MWDOC surveys its member agencies annually for anticipated water demands and supplies for the upcoming year. MWDOC utilizes this information to plan for the anticipated imported water supplies for the MWDOC service area. This information is then shared and coordinated with MET and is incorporated into their analysis of their service area's annual imported water needs. Based on the year's supply conditions and WSDM actions, MET will present a completed Annual Assessment for its member agencies' review from which they will then seek MET Board approval in April of each year. Additionally, MET expects that any triggers or specific shortage response actions that result from the Annual Assessment would be approved by their Board at that time. Based upon MET's Assessment and taking into consideration information provided to MWDOC through the annual survey, MWDOC will provide an anticipated estimate of imported supplies for the City to incorporate into the Annual Assessment.

The Annual Assessment findings will determine the approval process. If a shortage is identified, the Annual Assessment will be taken to City Council for approval and formally submitted to DWR prior to the July 1 deadline. If no shortage is identified, the Annual Assessment will be approved by the Utilities Director and formally submitted to DWR prior to the July 1 deadline.

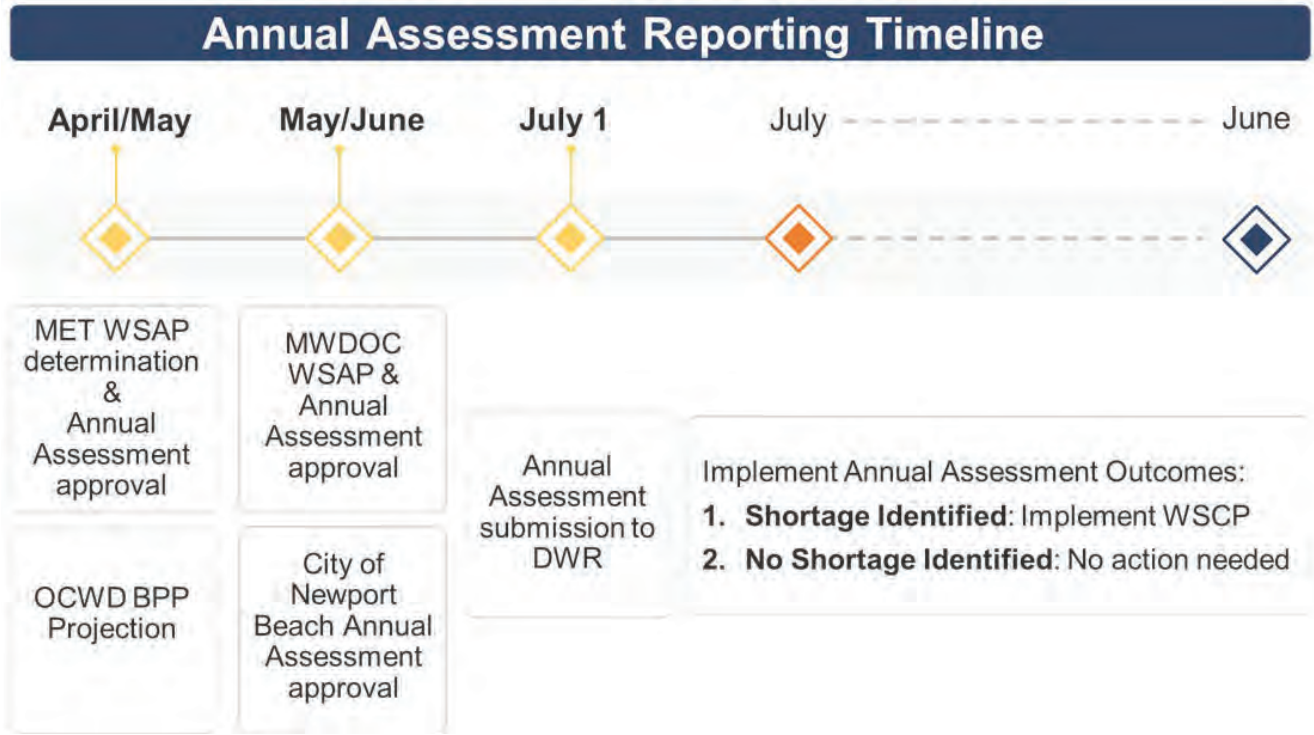

Figure 3-1: Annual Assessment Reporting Timeline

3.2.2 Data and Methodologies

The following paragraphs document the key data inputs and methodologies that are used to evaluate the water system reliability for the coming year, while considering that the year to follow would be considered dry.

3.2.2.1 Assessment Methodology

The City will evaluate water supply reliability for the current year and one dry year for the purpose of the Annual Assessment. The Annual Assessment determination will be based on considerations of unconstrained water demand, local water supplies, MWDOC imported water supplies, planned water use, and infrastructure considerations. The balance between projected in-service area supplies, coupled with MWDOC imported supplies, and anticipated unconstrained demand will be used to determine what, if any, shortage stage is expected under the WSCP framework as presented in Figure 3-2. The WSCP's standard shortage stages are defined in terms of shortage percentages. Shortage percentages will be calculated by dividing the difference between water supplies and unconstrained demand by total unconstrained demand. This calculation will be performed separately for anticipated current year conditions and for assumed dry year conditions.

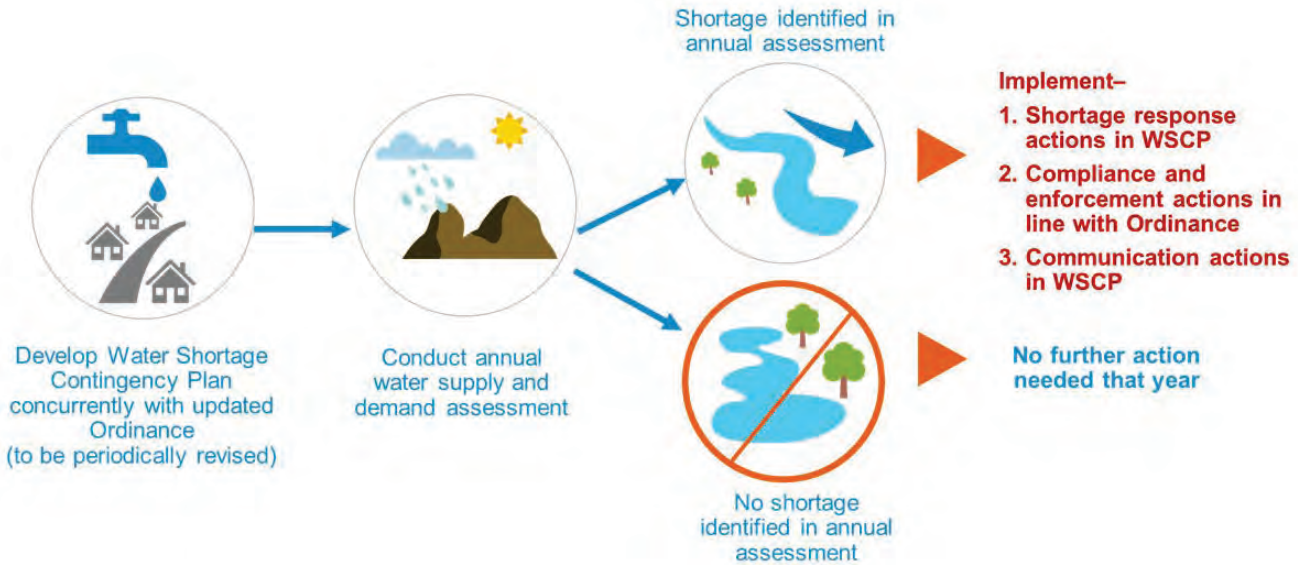

Figure 3-2: Water Shortage Contingency Plan Annual Assessment Framework

3.2.2.2 Locally Applicable Evaluation Criteria

Within Orange County, there are no significant local applicable criteria that directly affect reliability. Through the years, the water agencies in Orange County have made tremendous efforts to integrate their systems to provide flexibility to interchange with different sources of supplies. There are emergency agreements in place to ensure all parts of the County have an adequate supply of water. In the northern part of the County, agencies have the ability to meet a majority of their demands through groundwater with very little limitation, except for the OCWD BPP.

The City will also continue to monitor emerging supply and demand conditions related to supplemental imported water from MWDOC/MET and take appropriate actions consistent with the flexibility and adaptiveness inherent to the WSCP. The City's Annual Assessment was based on the City's service area, water sources, water supply reliability, and water use as described in Water Code Section 10631, including available data from state, regional, or local agency population, land use development, and climate change projections within the service area of the City. Some conditions that affect MWDOC's wholesale supply and demand, such as groundwater replenishment, surface water and local supply production, can differ significantly from earlier projections throughout the year.

However, if a major earthquake on the San Andreas Fault occurs, it has the potential to damage all three key regional water aqueducts and disrupt imported supplies for up to six months. The region would likely impose a water use reduction ranging from 10-25% until the system is repaired. However, MET and MWDOC have taken proactive steps to handle such disruption, such as constructing DVL, which mitigates potential impacts. DVL, along with other local reservoirs, can store a six to twelve-month supply of emergency water (MET, 2021b).

3.2.2.3 Water Supply

As detailed in the City's UWMP, the City meets all of its customers' demands with a combination of local groundwater, local recycled water, and imported water from MWDOC/MET. The City's main source of water supply is groundwater from the OC Basin, with imported water from MET through MWDOC and recycled water making up the rest of the City's water supply portfolio. In fiscal year (FY) 2019-20, the City relied on 68%

groundwater, 28% imported water, and 4% recycled water. It is projected that by 2045, the water supply portfolio will change to approximately 82% groundwater, 15% imported water, and 3% recycled water, reflecting the increase in OCWD's BPP to 85% beginning in 2025 (Newport Beach, 2021).

3.2.2.4 Unconstrained Customer Demand

The WSCP and Annual Assessment define unconstrained demand as expected water use prior to any projected shortage response actions that may be taken under the WSCP. Unconstrained demand is distinguished from observed demand, which may be constrained by preceding, ongoing, or future actions, such as emergency supply allocations during a multi-year drought. WSCP shortage response actions to constrain demand are inherently extraordinary; routine activities such as ongoing conservation programs and regular operational adjustments are not considered as constraints on demands.

The City's DRA reveals that its supply capabilities are expected to balance anticipated total water use and supply, assuming a five-year consecutive drought from FY 2020-21 through FY 2024-25 (Newport Beach, 2021). Water demands in a five-year consecutive drought are calculated as a six percent increase in water demand above a normal year for each year of the drought (CDM Smith, 2021).

3.2.2.5 Planned Water Use for Current Year Considering Dry Subsequent Year

Water Code Section 10632(a)(2)(B)(ii) requires the Annual Assessment to determine "current year available supply, considering hydrological and regulatory conditions in the current year and one dry year."

The Annual Assessment will include two separate estimates of City's annual water supply and unconstrained demand using: 1) current year conditions, and 2) assumed dry year conditions. Accordingly, the Annual Assessment's shortage analysis will present separate sets of findings for the current year and dry year scenarios. The Water Code does not specify the characteristics of a dry year, allowing discretion to the Supplier. The City will use its discretion to refine and update its assumptions for a dry year scenario in each Annual Assessment as information becomes available and in accordance with best management practices.

Supply and demand analyses for the single-dry year case was based on conditions affecting the SWP as this supply availability fluctuates the most among MET's, and therefore MWDOC and the City's, sources of supply. FY 2013-14 was the single driest year for SWP supplies with an allocation of 5% to Municipal and Industrial (M&I) uses. Unique to this year, the 5% SWP allocation was later reduced to 0%, before ending up at its final allocation of 5%, highlight the stressed water supplies for the year. Furthermore, on January 17, 2014 Governor Brown declared the drought State of Emergency citing 2014 as the driest year in California history. Additionally, within MWDOC's service area, precipitation for FY 2013-14 was the second lowest on record, with 4.37 inches of rain, significantly impacting water demands.

The water demand forecasting model developed for the Demand Forecast TM isolated the impacts that weather and future climate can have on water demand through the use of a statistical model. The impacts of hot/dry weather condition are reflected as a percentage increase in water demands from the normal year condition (average of FY 2017-18 and FY 2018-19). For a single dry year condition (FY 2013-14), the model projects a 6% increase in demand for the OC Basin area where the City's service area is located (CDM Smith, 2021). Detailed information of the model is included in the City's 2020 UWMP.

The City has documented that it is 100% reliable for single dry year demands from 2025 through 2045 with a demand increase of 6% from normal demand with significant reserves held by MET, local groundwater supplies, and conservation (Newport Beach, 2021).

3.2.2.6 Infrastructure Considerations

The Annual Assessment will include consideration of any infrastructure issues that may pertain to near-term water supply reliability, including repairs, construction, and environmental mitigation measures that may temporarily constrain capabilities, as well as any new projects that may add to system capacity. MWDOC closely coordinates with MET and its member agencies, including the City, on any planned infrastructure work that may impact water supply availability. Throughout each year, MET regularly carries out preventive and corrective maintenance of its facilities within the MWDOC service area that may require shutdowns to inspect and repair pipelines and facilities and support capital improvement projects. These shutdowns involve a high level of planning and coordination between MWDOC, MWDOC's member agencies, and MET to ensure that major portions of the distribution system are not out of service at the same time. Operational flexibility within MET's system and the cooperation of member agencies allow shutdowns to be successfully completed while continuing to meet all system demands.

The City has a Capital Improvement Program schedule documented in its current Water Master Plan and will consider planned projects and their potential impact on supply reliability in the Annual Assessment each year.

3.2.2.7 Other Factors

Per- and polyfluoroalkyl substances (PFAS) are a group of thousands of manmade chemicals that includes perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS). PFAS compounds were once commonly used in many products including, among many others, stain- and water-repellent fabrics, nonstick products (e.g., Teflon), polishes, waxes, paints, cleaning products, and fire-fighting foams. Beginning in the summer of 2019, the California State Division of Drinking Water (DDW) began requiring testing for PFAS compounds in some groundwater production wells in the OCWD area.

PFAS have been detected in one City well but are below the notification level. The City continues to monitor per state testing requirements. PFAS are of particular concern for groundwater quality, and since the summer of 2019, DDW requires testing for PFAS compounds in some groundwater production wells in the OCWD area. In February 2020, the DDW lowered its Response Levels (RL) for PFOA and PFOS to 10 and 40 parts per trillion (ppt), respectively. The DDW recommends Producers not serve any water exceeding the RL – effectively making the RL an interim Maximum Contaminant Level (MCL) while DDW undertakes administrative action to set a MCL. In response to DDW's issuance of the revised RL, as of December 2020, approximately 45 wells in the OCWD service area have been temporarily turned off until treatment systems can be constructed. As additional wells are tested, OCWD expects this figure may increase to at least 70 to 80 wells. The state has begun the process of establishing MCLs for PFOA and PFOS and anticipates these MCLs to be in effect by the Fall of 2023. OCWD anticipates the MCLs will be set at or below the RLs.

In April 2020, OCWD as the groundwater basin manager, executed an agreement with the impacted Producers to fund and construct the necessary treatment systems for production wells impacted by PFAS compounds. The PFAS treatment projects includes the design, permitting, construction, and operation of PFAS removal systems for impacted Producer production wells. Each well treatment system will be evaluated for use with either granular activated carbon or ion exchange for the removal of PFAS compounds. These treatment systems utilize vessels in a lead-lag configuration to remove PFOA and PFOS to less than 2 ppt (the current non-detect limit). Use of

these PFAS treatment systems are designed to ensure the groundwater supplied by Producer wells can be served in compliance with current and future PFAS regulations. With financial assistance from OCWD, the Producers will operate and maintain the new treatment systems once they are constructed.

To minimize expenses and provide maximum protection to the public water supply, OCWD initiated design, permitting, and construction of the PFAS treatment projects on a schedule that allows rapid deployment of treatment systems. Construction contracts were awarded for treatment systems for production wells in the City of Fullerton and Serrano Water District in Year 2020. Additional construction contracts will likely be awarded in the first and second quarters of 2021. OCWD expects the treatment systems to be constructed for most of the initial 45 wells above the RL within the next 2 to 3 years.

As additional data are collected and new wells experience PFAS detections at or near the current RL, and/or above a future MCL, and are turned off, OCWD will continue to partner with the affected Producers and take action to design and construct necessary treatment systems to bring the impacted wells back online as quickly as possible.

Groundwater production in FY 2019-20 was expected to be approximately 325,000 AF but declined to 286,550 AF primarily due to PFAS impacted wells being turned off around February 2020. OCWD expects groundwater production to be in the area of 245,000 AF in FY 2020-21 due to the currently idled wells and additional wells being impacted by PFAS and turned off. As PFAS treatment systems are constructed, OCWD expects total annual groundwater production to slowly increase back to normal levels (310,000 to 330,000 AF) (OCWD, 2020).

3.3 Six Standard Water Shortage Levels

Per Water Code Section 10632 (a)(3)(A), the City must define the water shortage levels that represent shortages from the normal reliability as determined in the Annual Assessment. The Water Code provides an option for suppliers to align with six standard water shortage levels; however, the City has selected to retain its existing water shortage levels as defined in City Code (Table 3-1). Table 3-2 shows the City's water shortage levels in relationship to the six standard water shortage levels prescribed by statute. This crosswalk is intended to clearly translate the City's water shortage levels to those mandated by statute.

Table 3-1: Water Shortage Contingency Plan Levels

Table 8-1 Retail Water Shortage Contingency Plan Levels		
Shortage Levels	Complete Both	
	Percent Shortage Range[1]	Water Shortage Condition
0	0%	Permanent Mandatory Water Conservation Requirements
1	>10%	A Level 1 Water Shortage applies when the City determines that a water supply shortage or threatened shortage exists and, and it is necessary to impose mandatory conservation requirements to appropriately respond to conditions created by the water supply shortage.
2	10-25%	A Level 2 Water Shortage applies when the City determines that a water supply shortage or threatened shortage exists and, and it is necessary to impose mandatory conservation requirements to appropriately respond to conditions created by the water supply shortage.
3	25-40%	A Level 3 Water Shortage applies when the City determines that a water supply shortage or threatened shortage exists and, and it is necessary to impose mandatory conservation requirements to appropriately respond to conditions created by the water supply shortage.
4	>40%	A Level 4 Water Shortage applies when the City determines that a water supply shortage or threatened shortage exists and, and it is necessary to impose mandatory conservation requirements to appropriately respond to conditions created by the water supply shortage.
[1] One level in the Water Shortage Contingency Plan must address a water shortage of >50%.		
NOTES:		

Table 3-2: Relationship Between the City's Water Shortage Levels and Mandated Shortage Levels

Relationship Between Newport Beach's Water Shortage Levels and Mandated Shortage Levels (DWR Table 8-1)			
City of Newport Beach Water Shortage Levels		**Mandated Shortage Levels**	
Shortage Level	Percent Shortage Range	Shortage Level	Percent Shortage Range
Permanent Water Conservation Requirements	0%	**N/A**	0%
1	10%	**1**	Up to 10%
2	10-25%	**2** **3**	10-20% 20 – 30%
3	25-40%	**4**	30 – 40%
4	>40%	**5** **6**	40 - 50% >50%

3.4 Shortage Response Actions

Water Code Section 10632 (a)(4) requires the WSCP to specify shortage response actions that align with the defined shortage levels. The City has defined specific shortage response actions that align with the defined shortage levels in DWR Tables 8-2 and 8-3 (Appendix A). These shortage response actions were developed with consideration to the system infrastructure and operations changes, supply augmentation responses, customer-class or water use-specific demand reduction initiatives, and increasingly stringent water use prohibitions.

3.4.1 Demand Reduction

The demand reduction measures that would be implemented to address shortage levels are described in DWR Table 8-2 (Appendix A). This table indicates which actions align with specific defined shortage levels and estimates the extent to which that action will reduce the gap between supplies and demands. DWR Table 8-2 (Appendix A) demonstrates to the that choose suite of shortage response actions can be expected to deliver the expected outcomes necessary to meet the requirements of a given shortage level (e.g., target of an additional 10% water savings). This table also identifies the enforcement action, if any, associated with each demand reduction measure.

3.4.2 Supply Augmentation

The supply augmentation actions are described in DWR Table 8-3 (Appendix A). These augmentations represent short-term management objectives triggered by the MET's WSDM Plan and do not overlap with the long-term new water supply development or supply reliability enhancement projects. Supply Augmentation is made available to

the City through MWDOC and MET. The City relies on MET's reliability portfolio of water supply programs including existing water transfers, storage and exchange agreements to supplement gaps in the City's supply/demand balance. MET has developed significant storage capacity (over 5 million AF) in reservoirs and groundwater banking programs both within and outside of the Southern California region. Additionally, MET can pursue additional water transfer and exchange programs with other water agencies to help mitigate supply/demand imbalances and provide additional dry-year supply sources.

MWDOC, and in turn its retail agencies, including the City, has access to supply augmentation actions through MET. MET may exercise these actions based on regional need, and in accordance with their WSCP, and may include the use of supplies and storage programs within the Colorado River, SWP, and in-region storage. The City has the ability to augment its supply to reduce the shortage gap by up to 100% by purchasing additional imported water through MWDOC or pumping additional groundwater in the OC Basin; however, both are subject to rate penalties from MWDOC and OCWD, respectively.

3.4.3 Operational Changes

During shortage conditions, operations may be affected by supply augmentation or demand reduction responses. The City will consider their operational procedures when it completes its Annual Assessment or as needed to identify changes that can be implemented to address water shortage on a short-term basis, such as temporarily altering maintenance cycles, deferring planned system outages, and adjusting the flow and routing of water through its system to more effectively distribute available supply across the service area.

3.4.4 Additional Mandatory Restrictions

Water Code Section 10632(a)(4)(D) calls for "additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions" to be included among the WSCP's shortage response actions. The City will identify additional mandatory restrictions as needed based on the existing Newport Beach Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations (Appendix B). The City intends to update any mandatory restrictions in a subsequently adopted ordinance which will supersede the existing ordinance.

3.4.5 Emergency Response Plan (Hazard Mitigation Plan)

A catastrophic water shortage would be addressed according to the appropriate water shortage level and response actions. It is likely that a catastrophic shortage would immediately trigger Shortage Level 6 and response actions have been put in place to mitigate a catastrophic shortage. In addition, there are several Plans that address catastrophic failures and align with the WSCP, including MET's WSDM and WSAP, the City's HMP, and the Water Emergency Response Organization of Orange County (WEROC)'s Emergency Operations Plan (EOP).

3.4.5.1 MET's WSDM and WSAP

MET has comprehensive plans for stages of actions it would undertake to address a catastrophic interruption in water supplies through its WSDM and WSAP. MET also developed an Emergency Storage Requirement to mitigate against potential interruption in water supplies resulting from catastrophic occurrences within the southern California region, including seismic events along the San Andreas Fault. In addition, MET is working with

the state to implement a comprehensive improvement plan to address catastrophic occurrences outside of the Southern California region, such as a maximum probable seismic event in the Sacramento-San Joaquin River Delta that would cause levee failure and disruption of SWP deliveries.

3.4.5.2 Water Emergency Response Organization of Orange County Emergency Operations Plan

In 1983, the Orange County water community identified a need to develop a plan on how agencies would respond effectively to disasters impacting the regional water distribution system. The collective efforts of these agencies resulted in the formation of WEROC to coordinate emergency response on behalf of all Orange County water and wastewater agencies, develop an emergency plan to respond to disasters, and conduct disaster training exercises for the Orange County water community. WEROC was established with the creation of an indemnification agreement between its member agencies to protect each other against civil liabilities and to facilitate the exchange of resources. WEROC is unique in its ability to provide a single point of contact for representation of all water and wastewater utilities in Orange County during a disaster. This representation is to the county, state, and federal disaster coordination agencies. Within the Orange County Operational Area, WEROC is the recognized contact for emergency response for the water community, including the City.

As a member of WEROC, the City will follow WEROC's EOP in the event of an emergency and coordinate with WEROC to assess damage, initiate repairs, and request and coordinate mutual aid resources in the event that the City is unable to provide the level of emergency response support required by the situation.

The EOP defines the actions to be taken by WEROC Emergency Operations Center (EOC) staff to reduce the loss of water and wastewater infrastructure; to respond effectively to a disaster; and to coordinate recovery operations in the aftermath of any emergency involving extensive damage to Orange County water and wastewater utilities. The EOP includes activation notification protocol that will be used to contact partner agencies to inform them of the situation, activation status of the EOC, known damage or impacts, or resource needs. The EOP is a standalone document that is reviewed annually and approved by the Board every three years.

WEROC is organized on the basis that each member agency is responsible for developing its own EOP in accordance with the California Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), and Public Health Security and Bioterrorism Preparedness and Response Act of 2002 to meet specific emergency needs within its service area.

The WEROC EOC is responsible for assessing the overall condition and status of the Orange County regional water distribution and wastewater collection systems including MET facilities that serve Orange County. The EOC can be activated during an emergency situation that can result from both natural and man-made causes, and can be activated through automatic, manual, or standby for activation.

WEROC recognized four primary phases of emergency management, which include:

- **Preparedness:** Planning, training, and exercises that are conducted prior to an emergency to support and enhance response to an emergency or disaster.
- **Response:** Activities and programs designed to address the immediate and short-term effects of the onset of an emergency or disaster that helps to reduce effects to water infrastructure and speed recovery. This includes alert and notification, EOC activation, direction and control, and mutual aid.

- **Recovery:** This phase involved restoring systems to normal, in which short-term recovery actions are taken to assess the damage and return vital life-support systems to minimum operating standards, while long-term recovery actions have the potential to continue for many years.
- **Mitigation/Prevention:** These actions prevent the occurrence of an emergency or reduce the area's vulnerability in ways that minimize the adverse impacts of a disaster or emergency. MWDOC's HMP outlines threats and identifies mitigation projects.

The EOC Action Plans (EAP) provide frameworks for EOC staff to respond to different situations with the objectives and steps required to complete them, which will in turn serve the WEROC member agencies. In the event of an emergency which results in a catastrophic water shortage, the City will declare a water shortage condition of up to Level 6 for the impacted area depending on the severity of the event, and coordination with WEROC is anticipated to begin at Level 4 or greater (WEROC, 2018).

3.4.5.3 City of Newport Beach Emergency Response Plan

The City will also refer to its current American Water Infrastructure Act Risk and Resilience Assessment and Emergency Response Plan in the event of a catastrophic supply interruption.

3.4.6 Seismic Risk Assessment and Mitigation Plan

Per the Water Code Section 10632.5, Suppliers are required to assess seismic risk to water supplies as part of their WSCP. The plan also must include the mitigation plan for the seismic risk(s). Given the great distances that imported supplies travel to reach Orange County, the region is vulnerable to interruptions along hundreds of miles aqueducts, pipelines and other facilities associated with delivering the supplies to the region. Additionally, the infrastructure in place to deliver supplies are susceptible to damage from earthquakes and other disasters.

In lieu of conducting a seismic risk assessment specific to the City's 2020 UWMP, the City has included the previously prepared regional HMP by MWDOC, as the regional imported water wholesaler, that is required under the federal Disaster Mitigation Act of 2000 (Public Law 106-390).

MWDOC's HMP identified that the overarching goals of the HMP were the same for all of its member agencies, which include:

- Goal 1: Minimize vulnerabilities of critical infrastructure to minimize damages and loss of life and injury to human life caused by hazards.
- Goal 2: Minimize security risks to water and wastewater infrastructure.
- Goal 3: Minimize interruption to water and wastewater utilities.
- Goal 4: Improve public outreach, awareness, education, and preparedness for hazards in order to increase community resilience.
- Goal 5: Eliminate or minimize wastewater spills and overflows.
- Goal 6: Protect water quality and supply, critical aquatic resources, and habitat to ensure a safe water supply.
- Goal 7: Strengthen Emergency Response Services to ensure preparedness, response, and recovery during any major or multi-hazard event.

MWDOC's HMP evaluates hazards applicable to all jurisdictions in its entire planning area, prioritized based on probability, location, maximum probable extent, and secondary impacts. The identification of hazards is highly dependent on the location of facilities within the City's jurisdiction and takes into consideration the history of the

hazard and associated damage, information provided by agencies specializing in a specific hazard, and relies upon the City's expertise and knowledge.

Earthquake fault rupture and seismic hazards, including ground shaking and liquefaction, are among the highest ranked hazards to the region as a whole because of its long history of earthquakes, with some resulting in considerable damage. A significant earthquake along one of the major faults could cause substantial casualties, extensive damage to infrastructure, fires, damages and outages of water and wastewater facilities, and other threats to life and property.

Nearly all of Orange County is at risk of moderate to extreme ground shaking, with liquefaction possible throughout much of Orange County but the most extensive liquefaction zones occur in coastal areas. Based on the amount of seismic activity that occurs within the region, there is no doubt that communities within Orange County will continue to experience future earthquake events, and it is a reasonable assumption that a major event will occur within a 30-year timeframe.

The mitigation actions identify the hazard, proposed mitigation action, location/facility, local planning mechanism, risk, cost, timeframe, possible funding sources, status, and status rationale, as applicable. For the City, mitigation actions for seismic risks include (MWDOC, 2019):

- Update Vulnerability Assessment Plan at all utilities facilities.
- Update Risk Management Plan for Big Canyon Reservoir and 16th St Yard.
- Replacement of aging infrastructure throughout the City per the Water Master Plan.

3.4.7 Shortage Response Action Effectiveness

For each specific Shortage Response Action identified in the plan, the WSCP also estimates the extent to which that action will reduce the gap between supplies and demands identified in DWR Table 8-2 (Appendix A). To the extent feasible, the City has estimated percentage savings for the chosen suite of shortage response actions, which can be anticipated to deliver the expected outcomes necessary to meet the requirements of a given shortage level.

3.5 Communication Protocols

Timely and effective communication is a key element of the WSCP implementation. Per the Water Code Section 10632 (a)(5), the City has established communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments regarding any current or predicted shortages as determined by the Annual Assessment described pursuant to Section 10632.1; any shortage response actions triggered or anticipated to be triggered by the Annual Assessment described pursuant to Section 10632.1; and any other relevant communications. The City's Water Shortage Communication Protocol is documented in Appendix C.

3.6 Compliance and Enforcement

Per Water Code Section 10632 (a)(6), the City has defined customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions. Procedures to ensure customer compliance are described in Section 3.5 and customer enforcement, appeal, and exemption procedures are defined in the City's Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations (Appendix B). The City intends

to update any enforcement procedures in a subsequently adopted ordinance which will supersede the existing ordinance.

3.7 Legal Authorities

Per Water Code Section 10632 (a)(7)(A), the City has provided a description of the legal authorities that empower the City to implement and enforce its shortage response in the City's Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations (Appendix B).

Per Water Code Section 10632 (a)(7) (B), the City shall declare a water shortage emergency condition to prevail within the area served by such wholesaler whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

Per Water Code Section 10632 (a)(7)(C), the City shall coordinate with any agency or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558). Table 3-3 identifies the contacts for all cities or counties for which the Supplier provides service in the WSCP, along with developed coordination protocols, can facilitate compliance with this section of the Water Code in the event of a local emergency as defined in subpart (c) of Government Code Section 8558.

Table 3-3: Agency Contacts and Coordination Protocols

Contact	Agency	Coordination Protocols
City Manager	City of Newport Beach	In person/Phone/Email/Memo
City Council	City of Newport Beach	Memo/Council Meeting
Director of Public Works	County of Orange Public Works	Call/email

3.8 Financial Consequences of WSCP

Per Water Code Section 10632(a)(8), Suppliers must include a description of the overall anticipated financial consequences to the Supplier of implementing the WSCP. This description must include potential reductions in revenue and increased expenses associated with implementation of the shortage response actions. This should be coupled with an identification of the anticipated mitigation actions needed to address these financial impacts.

During a catastrophic interruption of water supplies, prolonged drought, or water shortage of any kind, the City will experience a reduction in revenue due to reduced water sales. Throughout this period of time, expenditures may increase or decrease with varying circumstances. Expenditures may increase in the event of significant damage to the water system, resulting in emergency repairs. Expenditures may also decrease as less water is pumped through the system, resulting in lower power costs. Water shortage mitigation actions will also impact revenues

and require additional costs for drought response activities such as increased staff costs for tracking, reporting, and communications.

The City receives water revenue from a service charge and a commodity charge based on consumption. The service charge recovers costs associated with providing water to the serviced property. The service charge does not vary with consumption and the commodity charge is based on water usage. Rates have been designed to recover the full cost of water service in the charges. Therefore, the total cost of purchasing water would decrease as the usage or sale of water decreases. In the event of a drought emergency, the City will impose excessive water use penalties on its customers, which may include additional costs associated with reduced water revenue, staff time taken for penalty enforcement, and advertising the excessive use penalties. The excessive water use penalties are further described in the City's Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations (Appendix B).

However, there are significant fixed costs associated with maintaining a minimal level of service. The City will monitor projected revenues and expenditures should an extreme shortage and a large reduction in water sales occur for an extended period of time. To overcome these potential revenue losses and/or expenditure impacts, the City may use reserves. If necessary, the City may reduce expenditures by delaying implementation of its Capital Improvement Program and equipment purchases to reallocate funds to cover the cost of operations and critical maintenance, adjust the work force, implement a drought surcharge, and/or make adjustments to its water rate structure.

Based on current water rates, a volumetric cutback of 50% and above of water sales may lead to a range of reduction in revenues. The impacts to revenues will depend on a proportionate reduction in variable costs related to supply, pumping, and treatment for the specific shortage event. The City has set aside reserve funding as a Drought Reserve Fund to mitigate short-term water shortage situation.

3.9 Monitoring and Reporting

Per Water Code Section 10632(a)(9), the City is required to provide a description of the monitoring and reporting requirements and procedures that have been implemented to ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

Monitoring and reporting key water use metrics is fundamental to water supply planning and management. Monitoring is also essential in times of water shortage to ensure that the response actions are achieving their intended water use reduction purposes, or if improvements or new actions need to be considered (see Section 3.10). Monitoring for customer compliance tracking is also useful in enforcement actions.

Under normal water supply conditions, potable water production figures are recorded daily. Weekly and monthly reports are prepared and monitored. This data will be used to measure the effectiveness of any water shortage contingency level that may be implemented. As levels of water shortage are declared by MET and MWDOC, the City will follow implementation of those levels as appropriate based on the City's risk profile provided in UWMP Chapter 6 and continue to monitor water demand levels. When MET calls for extraordinary conservation, MET's Drought Program Officer will coordinate public information activities with MWDOC and monitor the effectiveness of ongoing conservation programs.

The City will participate in monthly member agency manager meetings with both MWDOC and OCWD to monitor and discuss monthly water allocation charts. This will enable the City to be aware of import and groundwater use on a timely basis as a result of specific actions taken responding to the City's WSCP.

3.10 WSCP Refinement Procedures

Per Water Code Section 10632 (a)(10), the City must provide reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

The City's WSCP is prepared and implemented as an adaptive management plan. The City will use the monitoring and reporting process defined in Section 3.9 to refine the WSCP. In addition, if certain procedural refinements or new actions are identified by City staff, or suggested by customers or other interested parties, the City will evaluate their effectiveness, incorporate them into the WSCP, and implement them quickly at the appropriate water shortage level.

It is envisioned that the WSCP will be periodically re-evaluated to ensure that its shortage risk tolerance is adequate and the shortage response actions are effective and up to date based on lessons learned from implementing the WSCP. The WSCP will be revised and updated during the UWMP update cycle to incorporate updated and new information. For example, new supply augmentation actions will be added, and actions that are no longer applicable for reasons such as program expiration will be removed. However, if revisions to the WSCP are warranted before the UWMP is updated, the WSCP will be updated outside of the UWMP update cycle. In the course of preparing the Annual Assessment each year, City staff will routinely consider the functionality of the overall WSCP and will prepare recommendations for the Utilities Director if changes are found to be needed.

3.11 Special Water Feature Distinction

Per Water Code Section 10632 (b), the City has defined water features in that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code, in the City's Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations (Appendix B).

3.12 Plan Adoption, Submittal, and Availability

Per Water Code Section 10632 (a)(c), the City provided notice of the availability of the draft 2020 UWMP and draft 2020 WSCP and notice of the public hearing to consider adoption of the WSCP. The public review drafts of the 2020 UWMP and the 2020 WSCP were posted prominently on City website in advance of the public hearing on May 25, 2021. Copies of the draft WSCP were also made available for public inspection at the City Clerk's and Utilities Department offices and public hearing notifications were published in local newspapers. A copy of the published Notice of Public Hearing is included in Appendix D.

The City held the public hearing for the draft 2020 UWMP and draft WSCP on May 25, 2021 at the City Council meeting. The City Council reviewed and approved the 2020 UWMP and the WSCP at its May 25, 2021 meeting after the public hearing. See Appendix E for the resolution approving the WSCP.

By July 1, 2021, the City's adopted 2020 UWMP and WSCP was filed with DWR, California State Library, and the County of Orange. The City will make the WSCP available for public review on its website no later than 30 days after filing with DWR.

Based on DWR's review of the WSCP, the City will make any amendments in its adopted WSCP, as required and directed by DWR.

If the City revises its WSCP after UWMP is approved by DWR, then an electronic copy of the revised WSCP will be submitted to DWR within 30 days of its adoption.

4 REFERENCES

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Appendix A.	**DWR Submittal Tables**
	Table 8-1: Water Shortage Contingency Plan Levels
	Table 8-2: Demand Reduction Actions
	Table 8-3: Supply Augmentation and Other Actions
Appendix B.	**Newport Beach Municipal Code Chapter 14.16 Water Conservation and Supply Level Regulations**
Appendix C.	**Water Shortage Communication Protocol**
Appendix D.	**Notice of Public Hearing**
Appendix E.	**Adopted Water Shortage Contingency Plan Resolution**

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The City of Newport Beach
REDUCED DELTA RELIANCE REPORTING

C.1 Background

Under the Sacramento-San Joaquin Delta Reform Act of 2009, state and local public agencies proposing a covered action in the Delta, prior to initiating the implementation of that action, must prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with applicable Delta Plan policies and submit that certification to the Delta Stewardship Council. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

An urban water supplier that anticipates participating in or receiving water from a proposed covered action such as a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta should provide information in their 2015 and 2020 Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (WR P1).

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states that:

(a) Water shall not be exported from, transferred through, or used in the Delta if all of the following apply:

(1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);

(2) That failure has significantly caused the need for the export, transfer, or use; and

(3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above.

(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:

(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;

(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and

(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self- reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).

The analysis and documentation provided below include all of the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action.

C.2 Summary of Expected Outcomes for Reduced Reliance on the Delta

As stated in WR P1 (c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self- reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The expected outcomes for the City of Newport Beach's (hereafter referred to as 'City') regional self-reliance were developed using the approach and guidance described in Appendix C of DWR's Urban Water Management Plan Guidebook 2020 – Final Draft (Guidebook Appendix C) issued in March 2021. The data used in this analysis represent the total regional efforts of Metropolitan, the city, and its member agencies and were developed in conjunction with Metropolitan as part of the UWMP coordination process.

The following provides a summary of the near-term (2025) and long-term (2045) expected outcomes for the city's Delta reliance and regional self-reliance. The results show that as a region, the City, Metropolitan, and its member agencies are measurably reducing reliance on the Delta and improving regional self-reliance, both as an amount of water used and as a percentage of water used.

Expected Outcomes for Regional Self-Reliance for the City

- Near-term (2025) – Normal water year regional self-reliance is expected to increase by 8,328 AF from the 2010 baseline; this represents an increase of about 42.0 percent of 2025 normal water year retail demands (Table C-2).
- Long-term (2040) – Normal water year regional self-reliance is expected to increase by nearly 9,016 AF from the 2010 baseline, this represents an increase of about 44.6 percent of 2045 normal water year retail demands (Table C-2).

C.3 Demonstration of Reduced Reliance on the Delta

The methodology used to determine the City's reduced Delta reliance and improved regional self-reliance is consistent with the approach detailed in DWR's UWMP Guidebook Appendix C, including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources. Some of the key assumptions underlying the City's demonstration of reduced reliance include:

- All data were obtained from the current 2020 UWMP or previously adopted UWMPs and represent average or normal water year conditions.
- All analyses were conducted at the service area level, and all data reflect the total contributions of the City and MWDOC, in conjunction with information provided by Metropolitan.
- No projects or programs that are described in the UWMPs as "Projects Under Development" were included in the accounting of supplies.

Baseline and Expected Outcomes

In order to calculate the expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance, a baseline is needed to compare against. This analysis uses a normal water year representation of 2010 as the baseline, which is consistent with the approach described in the Guidebook Appendix C. Data for the 2010 baseline were taken from the city's 2005 UWMP as the UWMPs generally do not provide normal water year data for the year that they are adopted (i.e., 2005 UWMP forecasts begin in 2010, 2010 UWMP forecasts begin in 2015, and so on).

Consistent with the 2010 baseline data approach, the expected outcomes for reduced Delta reliance and improved regional self-reliance for 2015 and 2020 were taken from the City's 2010 and 2015 UWMPs respectively. Expected outcomes for 2025-2040 are from the current 2020 UWMP. Documentation of the specific data sources and assumptions are included in the discussions below.

Service Area Demands without Water Use Efficiency

In alignment with the Guidebook Appendix C, this analysis uses normal water year demands, rather than normal

water year supplies to calculate expected outcomes in terms of the percentage of water used. Using normal water year demands serves as a proxy for the amount of supplies that would be used in a normal water year, which helps alleviate issues associated with how supply capability is presented to fulfill requirements of the UWMP Act versus how supplies might be accounted for to demonstrate consistency with WR P1.

Because WR P1 considers water use efficiency savings a source of water supply, water suppliers such as the City need to explicitly calculate and report water use efficiency savings separate from service area demands to properly reflect normal water year demands in the calculation of reduced reliance. As explained in the Guidebook Appendix C, water use efficiency savings must be added back to the normal year demands to represent demands without water use efficiency savings accounted for; otherwise the effect of water use efficiency savings on regional self-reliance would be overestimated. Table C-1 shows the results of this adjustment for the City. Supporting narratives and documentation for the all of the data shown in Table C-1 are provided below.

Table C -1 – Calculation of Water Use Efficiency

Service Area Water Use Efficiency Demands	2010	2015	2020	2025	2030	2035	2040
Service Area Water Demands with Water Use Efficiency	18,801	17,023	15,685	14,324	14,829	14,975	15,140
Non-Potable Water Demands	-	450	545	542	542	542	542
Potable Service Area Demands with Water Use Efficiency	18,801	16,573	15,140	13,782	14,287	14,433	14,597

Total Service Area Population	2010	2015	2020	2025	2030	2035	2040
Service Area Population	62,973	63,229	61,916	64,273	65,015	65,397	65,360

Water Use Efficiency Since Baseline	2010	2015	2020	2025	2030	2035	2040
Per Capita Water Use (GPCD)	267	234	218	191	196	197	199
Change in Per Capita Water Use from Baseline (GPCD)		(33)	(48)	(75)	(70)	(70)	(67)
Estimated Water Use Efficiency Since Baseline		2,304	3,345	5,407	5,123	5,092	4,916

Total Service Area Water Demands	2010	2015	2020	2025	2030	2035	2040
Service Area Water Demands with Water Use Efficiency	18,801	17,023	15,685	14,324	14,829	14,975	15,140
Estimated Water Use Efficiency Since Baseline		2,304	3,345	5,407	5,123	5,092	4,916
Service Area Water Demands without Water Use Efficiency	18,801	19,327	19,030	19,731	19,953	20,067	20,056

Service Area Demands with Water Use Efficiency

The service area demands shown in Table C-1 represent the total retail water demands for the City's service area and may include municipal and industrial demands, agricultural demands, recycled, seawater barrier demands, and storage replenishment demands. These demand types and the modeling methodologies used to calculate them are described in Section 4-3 of the City's UWMP.

Non-Potable Water Demands

Any non-potable water demands shown in Table C-1 represent demands for non-potable recycled water, water used for purposes such as surface reservoir storage, and replenishment water for groundwater basin recharge and sweater barrier demands. Additionally, non-potable supplies have a demand hardening effect due to the inability to shift non-potable supplies to meet potable water demands. When water use efficiency or conservation measures are implemented, they fall solely on the potable water users. This is consistent with the approach for water conservation reporting used by the State Water Resources Control Board.

Total Service Area Population

The City's total service area population as shown in Table C-1 come from the Center for Demographic Research, with actuals and projections further described in Section 3.4 of the City's 2020 UWMP.

Water Use Efficiency Since Baseline

The water use efficiency numbers shown in Table C-1 represent the formulation that City utilized, consistent with Appendix C of the UWMP Guidebook approach.

Service area demands, excluding non-potable demands, are divided by the service area population to get per capita water use in the service area in gallons per capita per day (GPCD) for each five-year period. The change in per capita water use from the baseline is the comparative GPCD from that five-year period compared to the 2010 baseline. Changes in per capita water use over time are then applied back to the City's service area population to calculate the estimated WUE Supply. This estimated WUE Supply is considered an additional supply that may be used to show reduced reliance on Delta water supplies.

The demand and water use efficiency data shown in Table C-1 were collected from the following sources:

- Baseline (2010) values – City's 2005 UWMP
- 2015 values – City's 2010 UWMP
- 2020 values – City's 2015 UWMP
- 2025-2040 values – City's 2020 UWMP

It should be noted that the results of this calculation differ from what the City calculated under section 5.2 pertaining to the Water Conservation Act of 2009 (SB X7-7) due to differing formulas.

C.4 Supplies Contributing to Regional Self-Reliance

For a covered action to demonstrate consistency with the Delta Plan, WR P1 subsection (c)(1)(C) states that water suppliers must report the expected outcomes for measurable improvement in regional self-reliance. Table C-2 shows expected outcomes for supplies contributing to regional self-reliance both in amount and as a percentage. The numbers shown in Table C-2 represent efforts to improve regional self-reliance for the City's entire service area and include the total contributions of the City. Supporting narratives and documentation for the all of the data shown in Table C-2 are provided below.

The results shown in Table C-2 demonstrate that the City's service area is measurably improving its regional self-reliance. In the near-term (2025), the expected outcome for normal water year regional self-reliance increases by 8,328 AF from the 2010 baseline; this represents an increase of about 42.0 percent of 2025 normal water year retail demands. In the long-term (2040), normal water year regional self-reliance is expected to increase by more than 9,016 AF from the 2010 baseline; this represents an increase of about 44.6 percent of 2040 normal water year retail demands.

Table C-2 – Supplies Contributing to Regional Self Reliance

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	2010	2015	2020	2025	2030	2035	2040
Water Use Efficiency	-	2,304	3,345	5,407	5,123	5,092	4,916
Water Recycling	432	492	513	542	542	542	542
Stormwater Capture and Use							
Advanced Water Technologies	570	2,522	3,411	3,381	4,466	4,510	4,559
Conjunctive Use Projects							
Local and Regional Water Supply and Storage Projects							
Other Programs and Projects the Contribute to Regional Self-Reliance							
Water Supplies Contributing to Regional Self-Reliance	1,002	5,318	7,269	9,330	10,132	10,144	10,018

Service Area Water Demands without Water Use Efficiency	2010	2015	2020	2025	2030	2035	2040
Service Area Water Demands without Water Use Efficiency	18,801	19,327	19,030	19,731	19,953	20,067	20,056

Change in Regional Self Reliance (Acre-Feet)	2010	2015	2020	2025	2030	2035	2040
Water Supplies Contributing to Regional Self-Reliance	1,002	5,318	7,269	9,330	10,132	10,144	10,018
Change in Water Supplies Contributing to Regional Self-Reliance		4,316	6,267	8,328	9,129	9,142	9,016

Change in Regional Self Reliance (As a Percent of Water Demand w/out WUE)	2010	2015	2020	2025	2030	2035	2040
Water Supplies Contributing to Regional Self-Reliance	5.3%	27.5%	38.2%	47.3%	50.8%	50.6%	50.0%
Change in Water Supplies Contributing to Regional Self-Reliance		22.2%	32.9%	42.0%	45.4%	45.2%	44.6%

Water Use Efficiency

The water use efficiency information shown in Table C-2 is taken directly from Table C-1 above.

Water Recycling

The water recycling values shown in Table C-2 reflect the total recycled water production in the service area as described in Section 4.3 of City's UWMP.

Advanced Water Technologies (AWT)

AWT is calculated by multiplying the estimated GW production for that year (Section 6.1 of the City's UWMP) with the percentage of Total Basin Production for that year.

C.5 Reliance on Water Supplies from the Delta Watershed

Metropolitan's service area as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies and demand management measures. Quantifying the City's investments in self-reliance, locally, regionally, and throughout Southern California is infeasible for the reasons as noted in Section C.6. Due to the regional nature of these investments, the City is relying on Metropolitan's regional accounting of measurable reductions in supplies from the Delta Watershed.

The results shown in Table A.11-3 demonstrate that Metropolitan's service area, including the City, is measurably reducing its Delta reliance. In the near-term (2025), the expected outcome for normal water year reliance on supplies from the Delta watershed decreased by 301 TAF from the 2010 baseline; this represents a decrease of 3 percent of 2025 normal water year retail demands. In the long- term (2045), normal water year reliance on supplies from the Delta watershed decreased by 314 TAF from the 2010 baseline; this represents a decrease of just over 5 percent of 2045 normal water year retail demands.

Table C-3
Metropolitan Reliance on Water Supplies from the Delta Watershed

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions	-	-	-	-	-	-	-	-
Transfers and Exchanges of Supplies from the Delta Watershed	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed	-	-	-	-	-	-	-	-
Total Water Supplies from the Delta Watershed	**1,492,000**	**1,073,000**	**1,075,000**	**1,191,000**	**1,182,000**	**1,180,000**	**1,178,000**	**1,178,000**

Service Area Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045
Service Area Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,925,000	5,032,000	5,156,000	5,261,000	5,374,000

Change in Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Supplies from the Delta Watershed	**NA**	**(419,000)**	**(417,000)**	**(301,000)**	**(310,000)**	**(312,000)**	**(314,000)**	**(314,000)**
Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**
Percent of Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.2%	23.5%	22.9%	22.4%	21.9%
Change in Percent of Supplies from the Delta Watershed	**NA**	**-7.6%**	**-6.6%**	**-3.0%**	**-3.7%**	**-4.3%**	**-4.8%**	**-5.2%**

C.6 Infeasibility of Accounting Supplies from the Delta Watershed for Metropolitan's Member Agencies and their Customers

Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies, and regional and local demand management measures. Metropolitan's member agencies coordinate reliance on the Delta through their membership in Metropolitan, a regional cooperative providing wholesale water service to its 26 member agencies. Accordingly, regional reliance on the Delta can only be measured regionally—not by individual Metropolitan member agencies and not by the customers of those member agencies.

Metropolitan's member agencies, and those agencies' customers, indirectly reduce reliance on the Delta through their collective efforts as a cooperative. Metropolitan's member agencies do not control the amount of Delta water they receive from Metropolitan. Metropolitan manages a statewide integrated conveyance system consisting of its participation in the State Water Project (SWP), its Colorado River Aqueduct (CRA) including Colorado River water resources, programs and water exchanges, and its regional storage portfolio. Along with the SWP, CRA, storage programs, and Metropolitan's conveyance and distribution facilities, demand management programs increase the

future reliability of water resources for the region. In addition, demand management programs provide system-wide benefits by decreasing the demand for imported water, which helps to decrease the burden on the district's infrastructure and reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Metropolitan's costs are funded almost entirely from its service area, with the exception of grants and other assistance from government programs. Most of Metropolitan's revenues are collected directly from its member agencies. Properties within Metropolitan's service area pay a property tax that currently provides approximately 8 percent of the fiscal year 2021 annual budgeted revenues. The rest of Metropolitan's costs are funded through rates and charges paid by Metropolitan's member agencies for the wholesale services it provides to them.[1] Thus, Metropolitan's member agencies fund nearly all operations Metropolitan undertakes to reduce reliance on the Delta, including Colorado River Programs, storage facilities, Local Resources Programs and Conservation Programs within Metropolitan's service area.

Because of the integrated nature of Metropolitan's systems and operations, and the collective nature of Metropolitan's regional efforts, it is infeasible to quantify each of Metropolitan member agencies' individual reliance on the Delta. It is infeasible to attempt to segregate an entity and a system that were designed to work as an integrated regional cooperative.

In addition to the member agencies funding Metropolitan's regional efforts, they also invest in their own local programs to reduce their reliance on any imported water. Moreover, the customers of those member agencies may also invest in their own local programs to reduce water demand. However, to the extent those efforts result in reduction of demands on Metropolitan, that reduction does not equate to a like reduction of reliance on the Delta. Demands on Metropolitan are not commensurate with demands on the Delta because most of Metropolitan member agencies receive blended resources from Metropolitan as determined by Metropolitan—not the individual member agency—and for most member agencies, the blend varies from month-to-month and year-to-year due to hydrology, operational constraints, use of storage and other factors.

Colorado River Programs

As a regional cooperative of member agencies, Metropolitan invests in programs to ensure the continued reliability and sustainability of Colorado River supplies. Metropolitan was established to obtain an allotment of Colorado River water, and its first mission was to construct and operate the CRA. The CRA consists of five pumping plants, 450 miles of high voltage power lines, one electric substation, four regulating reservoirs, and 242 miles of aqueducts, siphons, canals, conduits and pipelines terminating at Lake Mathews in Riverside County. Metropolitan owns, operates, and manages the CRA. Metropolitan is responsible for operating, maintaining, rehabilitating, and repairing the CRA, and is responsible for obtaining and scheduling energy resources adequate to power pumps at the CRA's five pumping stations.

Colorado River supplies include Metropolitan's basic Colorado River apportionment, along with supplies that result from existing and committed programs, including supplies from the Imperial Irrigation District (IID)-Metropolitan Conservation Program, the implementation of the Quantification Settlement Agreement (QSA) and related agreements, and the exchange agreement with San Diego County Water Authority (SDCWA). The QSA established the baseline water use for each of the agreement parties and facilitates the transfer of water from agricultural agencies to urban uses. Since the QSA, additional programs have been implemented to increase Metropolitan's CRA supplies. These include the PVID Land Management, Crop Rotation, and Water Supply Program, as well as the Lower Colorado River Water Supply Project. The 2007 Interim Guidelines provided for the coordinated operation of Lake Powell and Lake Mead, as well as the Intentionally Created Surplus (ICS) program that allows Metropolitan to store water in Lake Mead.

Storage Investments/Facilities

Surface and groundwater storage are critical elements of Southern California's water resources strategy and help Metropolitan reduce its reliance on the Delta. Because California experiences dramatic swings in weather and

[1] A standby charge is collected from properties within the service areas of 21 of Metropolitan's 26 member agencies, ranging from $5 to $14.20 per acre annually, or per parcel if smaller than an acre. Standby charges go towards those member agencies' obligations to Metropolitan for the Readiness-to-Serve Charge. The total amount collected annually is approximately $43.8 million, approximately 2 percent of Metropolitan's fiscal year 2021 annual budgeted revenues.

hydrology, storage is important to regulate those swings and mitigate possible supply shortages. Surface and groundwater storage provide a means of storing water during normal and wet years for later use during dry years, when imported supplies are limited. The Metropolitan system, for purposes of meeting demands during times of shortage, regulating system flows, and ensuring system reliability in the event of a system outage, provides over 1,000,000 acre-feet of system storage capacity. Diamond Valley Lake provides 810,000 acre-feet of that storage capacity, effectively doubling Southern California's previous surface water storage capacity. Other existing imported water storage available to the region consists of Metropolitan's raw water reservoirs, a share of the SWP's raw water reservoirs in and near the service area, and the portion of the groundwater basins used for conjunctive-use storage.

Since the early twentieth century, DWR and Metropolitan have constructed surface water reservoirs to meet emergency, drought/seasonal, and regulatory water needs for Southern California. These reservoirs include Pyramid Lake, Castaic Lake, Elderberry Forebay, Silverwood Lake, Lake Perris, Lake Skinner, Lake Mathews, Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, Orange County Reservoir, and Metropolitan's Diamond Valley Lake (DVL). Some reservoirs such as Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, and Orange County Reservoir, which have a total combined capacity of about 3,500 AF, are used solely for regulating purposes. The total gross storage capacity for the larger remaining reservoirs is 1,757,600 AF. However, not all of the gross storage capacity is available to Metropolitan; dead storage and storage allocated to others reduce the amount of storage that is available to Metropolitan to 1,665,200 AF.

Conjunctive use of the aquifers offers another important source of dry year supplies. Unused storage in Southern California groundwater basins can be used to optimize imported water supplies, and the development of groundwater storage projects allows effective management and regulation of the region's major imported supplies from the Colorado River and SWP. Over the years, Metropolitan has implemented conjunctive use through various programs in the service area; the following table lists the groundwater conjunctive use programs that have been developed in the region.

Program	Metropolitan Agreement Partners	Program Term	Max Storage AF	Dry-Year Yield AF/Yr
Long Beach Conjunctive Use Storage Project (Central Basin)	Long Beach	June 2002-2027	13,000	4,300
Foothill Area Groundwater Storage Program (Monkhill/ Raymond Basin)	Foothill MWD	February 2003-2028	9,000	3,000
Orange County Groundwater Conjunctive Use Program	MWDOC OCWD	June 2003-2028	66,000+	22,000
Chino Basin Conjunctive Use Programs	IEUA TVMWD Watermaster	June 2003-2028	100,000	33,000
Live Oak Basin Conjunctive Use Project (Six Basins)	TVMWD City of La Verne	October 2002-2027	3,000	1,000
City of Compton Conjunctive Use Project (Central Basin)	Compton	February 2005-2030	2,289	763
Long Beach Conjunctive Use Program Expansion in Lakewood (Central Basin)	Long Beach	July 2005-2030	3,600	1,200
Upper Claremont Basin Groundwater Storage Program (Six Basins)	TVMWD	Sept. 2005- 2030	3,000	1,000
Elsinore Basin Conjunctive Use Storage Program	Western MWD Elsinore Valley MWD	May 2008- 2033	12,000	4,000
TOTAL			**211,889**	**70,263**

Metropolitan Demand Management Programs

Demand management costs are Metropolitan's expenditures for funding local water resource development programs and water conservation programs. These Demand Management Programs incentivize the development of local water supplies and the conservation of water to reduce the need to import water to deliver to Metropolitan's member agencies. These programs are implemented below the delivery points between Metropolitan's and its member agencies' distribution systems and, as such, do not add any water to Metropolitan's supplies. Rather, the effect of these downstream programs is to produce a local supply of water for the local agencies and to reduce demands by member agencies for water imported through Metropolitan's system. The following discussions outline how Metropolitan funds local resources and conservation programs for the benefit of all of its member agencies and the entire Metropolitan service area. Notably, the history of demand management by Metropolitan's member agencies and the local agencies that purchase water from Metropolitan's members has spanned more than four decades. The significant history of the programs is another reason it would be difficult to attempt to assign a portion of such funding to any one individual member agency.

Local Resources Programs

In 1982, Metropolitan began providing financial incentives to its member agencies to develop new local supplies to assist in meeting the region's water needs. Because of Metropolitan's regional distribution system, these programs benefit all member agencies regardless of project location because they help to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's infrastructure, reduce system costs and free up conveyance capacity to the benefit of all the agencies that rely on water from Metropolitan.

For example, the Groundwater Replenishment System (GWRS) operated by the Orange County Water District is the

world's largest water purification system for indirect potable reuse. It was funded, in part, by Metropolitan's member agencies through the Local Resources Program. Annually, the GWRS produces approximately 103,000 acre-feet of reliable, locally controlled, drought-proof supply of high-quality water to recharge the Orange County Groundwater Basin and protect it from seawater intrusion. The GWRS is a premier example of a regional project that significantly reduced the need to utilize imported water for groundwater replenishment in Metropolitan's service area, increasing regional and local supply reliability and reducing the region's reliance on imported supplies, including supplies from the State Water Project.

Metropolitan's local resource programs have evolved through the years to better assist Metropolitan's member agencies in increasing local supply production. The following is a description and history of the local supply incentive programs.

Local Projects Program

In 1982, Metropolitan initiated the Local Projects Program (LPP), which provided funding to member agencies to facilitate the development of recycled water projects. Under this approach, Metropolitan contributed a negotiated up-front funding amount to help finance project capital costs. Participating member agencies were obligated to reimburse Metropolitan over time. In 1986, the LPP was revised, changing the up-front funding approach to an incentive-based approach. Metropolitan contributed an amount equal to the avoided State Water Project pumping costs for each acre-foot of recycled water delivered to end-use consumers. This funding incentive was based on the premise that local projects resulted in the reduction of water imported from the Delta and the associated pumping cost. The incentive amount varied from year to year depending on the actual variable power cost paid for State Water Project imports. In 1990, Metropolitan's Board increased the LPP contribution to a fixed rate of $154 per acre-foot, which was calculated based on Metropolitan's avoided capital and operational costs to convey, treat, and distribute water, and included considerations of reliability and service area demands.

Groundwater Recovery Program

The drought of the early 1990s sparked the need to develop additional local water resources, aside from recycled water, to meet regional demand and increase regional water supply reliability. In 1991, Metropolitan conducted the Brackish Groundwater Reclamation Study which determined that large amounts of degraded groundwater in the region were not being utilized. Subsequently, the Groundwater Recovery Program (GRP) was established to assist the recovery of otherwise unusable groundwater degraded by minerals and other contaminants, provide access to the storage assets of the degraded groundwater, and maintain the quality of groundwater resources by reducing the spread of degraded plumes.

Local Resources Program

In 1995, Metropolitan's Board adopted the Local Resources Program (LRP), which combined the LPP and GRP into one program. The Board allowed for existing LPP agreements with a fixed incentive rate to convert to the sliding scale up to $250 per acre-foot, similar to GRP incentive terms. Those agreements that were converted to LRP are known as "LRP Conversions."

Competitive Local Projects Program

In 1998, the Competitive Local Resources Program (Competitive Program) was established. The Competitive Program encouraged the development of recycled water and recovered groundwater through a process that emphasized cost-efficiency to Metropolitan, timing new production according to regional need while minimizing program administration cost. Under the Competitive Program, agencies requested an incentive rate up to $250 per acre-foot of production over 25 years under a Request for Proposals (RFP) for the development of up to 53,000 acre-feet per year of new water recycling and groundwater recovery projects. In 2003, a second RFP was issued for the development of an additional 65,000 acre-feet of new recycled water and recovered groundwater projects through the LRP.

Seawater Desalination Program

Metropolitan established the Seawater Desalination Program (SDP) in 2001 to provide financial incentives to member agencies for the development of seawater desalination projects. In 2014, seawater desalination projects became eligible for funding under the LRP, and the SDP was ended.

2007 Local Resources Program

In 2006, a task force comprised of member agency representatives was formed to identify and recommend program improvements to the LRP. As a result of the task force process, the 2007 LRP was established with a goal of 174,000 acre-feet per year of additional local water resource development. The new program allowed for an open application process and eliminated the previous competitive process. This program offered sliding scale incentives of up to $250 per acre-foot, calculated annually based on a member agency's actual local resource project costs exceeding Metropolitan's prevailing water rate.

2014 Local Resources Program

A series of workgroup meetings with member agencies was held to identify the reasons why there was a lack of new LRP applications coming into the program. The main constraint identified by the member agencies was that the $250 per acre-foot was not providing enough of an incentive for developing new projects due to higher construction costs to meet water quality requirements and to develop the infrastructure to reach end-use consumers located further from treatment plants. As a result, in 2014, the Board authorized an increase in the maximum incentive amount, provided alternative payment structures, included onsite retrofit costs and reimbursable services as part of the LRP, and added eligibility for seawater desalination projects. The current LRP incentive payment options are structured as follows:

- Option 1 – Sliding scale incentive up to $340/AF for a 25-year agreement term
- Option 2 – Sliding scale incentive up to $475/AF for a 15-year agreement term
- Option 3 – Fixed incentive up to $305/AF for a 25-year agreement term

On-site Retrofit Programs

In 2014, Metropolitan's Board also approved the On-site Retrofit Pilot Program which provided financial incentives to public or private entities toward the cost of small-scale improvements to their existing irrigation and industrial systems to allow connection to existing recycled water pipelines. The On-site Retrofit Pilot Program helped reduce recycled water retrofit costs to the end-use consumer which is a key constraint that limited recycled water LRP projects from reaching full production capacity. The program incentive was equal to the actual eligible costs of the on-site retrofit, or $975 per acre-foot of up-front cost, which equates to $195 per acre-foot for an estimated five years of water savings ($195/AF x 5 years) multiplied by the average annual water use in previous three years, whichever is less. The Pilot Program lasted two years and was successful in meeting its goal of accelerating the use of recycled water.

In 2016, Metropolitan's Board authorized the On-site Retrofit Program (ORP), with an additional budget of $10 million. This program encompassed lessons learned from the Pilot Program and feedback from member agencies to make the program more streamlined and improve its efficiency. As of fiscal year 2019/20, the ORP has successfully converted 440 sites, increasing the use of recycled water by 12,691 acre-feet per year.

Stormwater Pilot Programs

In 2019, Metropolitan's Board authorized both the Stormwater for Direct Use Pilot Program and a Stormwater for Recharge Pilot Program to study the feasibility of reusing stormwater to help meet regional demands in Southern California. These pilot programs are intended to encourage the development, monitoring, and study of new and existing stormwater projects by providing financial incentives for their construction/retrofit and monitoring/reporting costs. These pilot programs will help evaluate the potential benefits delivered by stormwater capture projects and provide a basis for potential future funding approaches. Metropolitan's Board authorized a total of $12.5 million for the stormwater pilot programs ($5 million for the District Use Pilot and $7.5 million for the Recharge Pilot).

Current Status and Results of Metropolitan's Local Resource Programs

Today, nearly one-half of the total recycled water and groundwater recovery production in the region has been developed with an incentive from one or more of Metropolitan's local resource programs. During fiscal year 2020, Metropolitan provided about $13 million for production of 71,000 acre-feet of recycled water for non-potable and indirect potable uses. Metropolitan provided about $4 million to support projects that produced about 50,000 acre-

feet of recovered groundwater for municipal use. Since 1982, Metropolitan has invested $680 million to fund 85 recycled water projects and 27 groundwater recovery projects that have produced a cumulative total of about 4 million acre-feet.

Conservation Programs

Metropolitan's regional conservation programs and approaches have a long history. Decades ago, Metropolitan recognized that demand management at the consumer level would be an important part of balancing regional supplies and demands. Water conservation efforts were seen as a way to reduce the need for imported supplies and offset the need to transport or store additional water into or within the Metropolitan service area. The actual conservation of water takes place at the retail consumer level. Regional conservation approaches have proven to be effective at reaching retail consumers throughout Metropolitan's service area and successfully implementing water saving devices, programs and practices. Through the pooling of funding by Metropolitan's member agencies, Metropolitan is able to engage in regional campaigns with wide-reaching impact. Regional investments in demand management programs, of which conservation is a key part along with local supply programs, benefit all member agencies regardless of project location. These programs help to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's infrastructure, reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Incentive-Based Conservation Programs

Conservation Credits Program

In 1988, Metropolitan's Board approved the Water Conservation Credits Program (Credits Program). The Credits Program is similar in concept to the Local Projects Program (LPP). The purpose of the Credits Program is to encourage local water agencies to implement effective water conservation projects through the use of financial incentives. The Credits Program provides financial assistance for water conservation projects that reduce demands on Metropolitan's imported water supplies and require Metropolitan's assistance to be financially feasible.

Initially, the Credits Program provided 50 percent of a member agency's program cost, up to a maximum of $75 per acre-foot of estimated water savings. The $75 Base Conservation Rate was established based Metropolitan's avoided cost of pumping SWP supplies. The Base Conservation Rate has been revisited by Metropolitan's Board and revised twice since 1988, from $75 to $154 per acre-foot in 1990 and from $154 to $195 per acre-foot in 2005.

In fiscal year 2020 Metropolitan processed more than 30,400 rebate applications totaling $18.9 million.

Member Agency Administered Program

Some member agencies also have unique programs within their service areas that provide local rebates that may differ from Metropolitan's regional program. Metropolitan continues to support these local efforts through a member agency administered funding program that adheres to the same funding guidelines as the Credits Program. The Member Agency Administered Program allows member agencies to receive funding for local conservation efforts that supplement, but do not duplicate, the rebates offered through Metropolitan's regional rebate program.

Water Savings Incentive Program

There are numerous commercial entities and industries within Metropolitan's service area that pursue unique savings opportunities that do not fall within the general rebate programs that Metropolitan provides. In 2012, Metropolitan designed the Water Savings Incentive Program (WSIP) to target these unique commercial and industrial projects. In addition to rebates for devices, under this program, Metropolitan provides financial incentives to businesses and industries that created their own custom water efficiency projects. Qualifying custom projects can receive funding for permanent water efficiency changes that result in reduced potable demand.

Non-Incentive Conservation Programs

In addition to its incentive-based conservation programs, Metropolitan also undertakes additional efforts throughout its service area that help achieve water savings without the use of rebates. Metropolitan's non-incentive conservation efforts include:

- residential and professional water efficient landscape training classes

- water audits for large landscapes
- research, development and studies of new water saving technologies
- advertising and outreach campaigns
- community outreach and education programs
- advocacy for legislation, codes, and standards that lead to increased water savings

Current Status and Results of Metropolitan's Conservation Programs

Since 1990, Metropolitan has invested $824 million in conservation rebates that have resulted in a cumulative savings of 3.27 million acre-feet of water. These investments include $450 million in turf removal and other rebates during the last drought which resulted in 175 million square feet of lawn turf removed. During fiscal year 2020, 1.06 million acre-feet of water is estimated to have been conserved. This annual total includes Metropolitan's Conservation Credits Program; code-based conservation achieved through Metropolitan-sponsored legislation; building plumbing codes and ordinances; reduced consumption resulting from changes in water pricing; and pre-1990 device retrofits.

Infeasibility of Accounting Regional Investments in Reduced Reliance Below the Regional Level

The accounting of regional investments that contribute to reduced reliance on supplies from the Delta watershed is straightforward to calculate and report at the regional aggregate level. However, any similar accounting is infeasible for the individual member agencies or their customers. As described above, the region (through Metropolitan) makes significant investments in projects, programs and other resources that reduce reliance on the Delta. In fact, all of Metropolitan's investments in Colorado River supplies, groundwater and surface storage, local resources development and demand management measures that reduce reliance on the Delta are collectively funded by revenues generated from the member agencies through rates and charges.

Metropolitan's revenues cannot be matched to the demands or supply production history of an individual agency, or consistently across the agencies within the service area. Each project or program funded by the region has a different online date, useful life, incentive rate and structure, and production schedule. It is infeasible to account for all these things over the life of each project or program and provide a nexus to each member agency's contributions to Metropolitan's revenue stream over time. Accounting at the regional level allows for the incorporation of the local supplies and water use efficiency programs done by member agencies and their customers through both the regional programs and through their own specific local programs. As shown above, despite the infeasibility of accounting reduced Delta reliance below the regional level, Metropolitan's member agencies and their customers have together made substantial contributions to the region's reduced reliance.

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RESOLUTION NO. 2021- 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN

WHEREAS, the Urban Water Management Planning Act, California Water Code Section 10610 *et seq.* ("Act"), mandates every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000-acre feet of water annually to prepare an Urban Water Management Plan ("UWMP"), the primary objective of which is to plan for the conservation and efficient use of water, and further mandates it be updated at least once every five years, reviewed periodically, and any amendments or changes to the UWMP indicated by the review be adopted;

WHEREAS, the City of Newport Beach ("City") is an urban water supplier under the Act;

WHEREAS, a UWMP must be adopted after a public review and hearing and filed with the California Department of Water Resources and the California State Library within 30 days of adoption;

WHEREAS, the City has prepared its 2020 UWMP in conjunction with the California Department of Water Resources, made it available for public review, and properly noticed it for a public hearing set for June 8, 2021;

WHEREAS, the City's 2020 UWMP must be filed with the California Department of Water Resources by July 1, 2021;

WHEREAS, pursuant to California Water Code Section 10652, the California Environmental Quality Act (Division 13, commencing with Section 21000, of the California Public Resources Code) ("CEQA") does not apply to the preparation and adoption of UWMPs; and

WHEREAS, a public hearing was held by the City Council on June 8, 2021 at 4:00 p.m., or soon thereafter, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California, in person and via teleconferencing, observing restrictions due to the Declaration of a State Emergency and Proclamation of Local Emergency related to COVID-19. A notice of time, place and purpose of the public hearing was given in accordance with California Water Code Section 10642, California Government Code Section 6066, and California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act"). Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

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

Section 1: The City Council does hereby adopt the City's 2020 UWMP and directs that it be filed with the City Clerk, filed with the California Department of Water Resources no later than July 1, 2021, and filed with the California State Library and the County of Orange within 30 days of the adoption of this resolution.

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 California Water Code Section 10652 and further 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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

ATTACHMENT E

RESOLUTION NO. 2021- 55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the Urban Water Management Planning Act, California Water Code Section 10610 *et seq.* ("Act"), mandates every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000-acre feet of water annually to prepare an Urban Water Management Plan ("UWMP"), the primary objective of which is to plan for the conservation and efficient use of water, and further mandates it be updated at least once every five years, reviewed periodically, and any amendments or changes to the UWMP indicated by the review be adopted;

WHEREAS, California Water Code Section 10632 requires urban water suppliers to prepare and adopt a Water Shortage Contingency Plan ("WSCP") as part of UWMP;

WHEREAS, the City of Newport Beach ("City") is an urban water supplier under the Act;

WHEREAS, the City must file its WSCP along with its 2020 UWMP with the California Department of Water Resources by July 1, 2021;

WHEREAS, pursuant to California Water Code Section 10652, the California Environmental Quality Act (Division 13, commencing with Section 21000, of the California Public Resources Code) ("CEQA") does not apply to the preparation and adoption of a WSCP as part of a UWMP; and

WHEREAS, a public hearing was held by the City Council on June 8, 2021 at 4:00 p.m., or soon thereafter, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California, in person and via teleconferencing, observing restrictions due to the Declaration of a State Emergency and Proclamation of Local Emergency related to COVID-19. A notice of time, place and purpose of the public hearing was given in accordance with California Water Code Section 10642, California Government Code Section 6066, and California Government Code Section 54950 *et seq*. ("Ralph M. Brown Act"). Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

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

Section 1: The City Council does hereby adopt the City's WSCP as part of the 2020 UWMP and directs that it be filed with the City Clerk, filed with the California Department of Water Resources no later than July 1, 2021, and filed with the California State Library and the County of Orange within 30 days of the adoption of this resolution.

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 California Water Code Section 10652 and further 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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

RESOLUTION NO. 2021- 56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING AN ADDENDUM TO THE 2015 URBAN WATER MANAGEMENT PLAN

WHEREAS, the Urban Water Management Planning Act, California Water Code Section 10610 *et seq.* ("Act"), mandates every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000-acre feet of water annually to prepare an Urban Water Management Plan ("UWMP");

WHEREAS, the Sacramento-San Joaquin Delta Reform Act of 2009, California Water Code section 85000 *et seq.*, and the Delta Plan adopted thereunder encourage urban water suppliers to adopt an addendum to their 2015 UWMPs to demonstrate consistency with Delta Plan Policy WR P1, *Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance*, California Code of Regulations, Title 23, Division 6, Chapter 2, Article 3, Section 5003, which is the state policy for reduction of reliance on the Sacramento-San Joaquin Delta;

WHEREAS, the City of Newport Beach ("City") is urban water supplier under the Act and has prepared an addendum to its 2015 UWMP ("Addendum") in accordance with Delta Plan Policy WR P1;

WHEREAS, pursuant to California Water Code Section 10652, the California Environmental Quality Act (Division 13, commencing with Section 21000, of the California Public Resources Code) ("CEQA") does not apply to the preparation and adoption of UWMPs, including addenda thereto; and

WHEREAS, a public hearing was held by the City Council on June 8, 2021 at 4:00 p.m., or soon thereafter, in the Council Chambers located at 100 Civic Center Drive, Newport Beach, California, in person and via teleconferencing, observing restrictions due to the Declaration of a State Emergency and Proclamation of Local Emergency related to COVID-19. A notice of time, place and purpose of the public hearing was given in accordance with California Water Code Section 10642, California Government Code Section 6066, and California Government Code Section 54950 *et seq.* ("Ralph M. Brown Act"). Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

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

Section 1: The City Council does hereby adopt the Addendum and directs that it be filed with the City Clerk, filed with the California Department of Water Resources no later than July 1, 2021, and filed with the California State Library and the County of Orange within 30 days of the adoption of this resolution.

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 California Water Code Section 10652 and further 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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 19

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov
PREPARED BY:	Scott Catlett, Finance Director and City Treasurer, scatlett@newportbeachca.gov
PHONE:	949-644-3123
TITLE:	Resolution No. 2021-57: Fiscal Year 2021-22 Budget Adoption; City Budget Hearing; Recommendations from the Finance Committee; and Proposed Budget Revision Items

ABSTRACT:

Following multiple opportunities for public comment both in front of the City Council and the Finance Committee beginning in January, the City Council held a joint Study Session with the Finance Committee to review the proposed budget on May 25, 2021. After discussion at that meeting, revisions to the proposed budget have been incorporated as outlined in this report. The revised General Fund budget continues to be balanced. This evening's approval of the revised budget will comply with the City's Charter requirement that the City Council adopt an annual budget by resolution each year prior to June 30.

RECOMMENDATION:

a) Conduct a public hearing on the City Manager's proposed budget for Fiscal Year 2021-22;

b) 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;

c) Review and approve the proposed budget revisions implementing the direction received from the City Council at the May 25, 2021 meeting and consider the Finance Committee's budget recommendations;

d) Review and approve the City Manager's recommended list of City position classifications and their salary ranges as required by the California Public Employees' Retirement System (CalPERS) and in accordance with 2 CCR § 570.5 (a)(1);

e) Approve Budget Amendment No. 21-045 implementing the restoration of budget reductions for the Fiscal Year 2020-21 budget as discussed with the City Council at the May 25, 2021 Study Session; and

f) Adopt Resolution No. 2021-57, *A Resolution of the City Council of the City of Newport Beach, California, Adopting the Budget for the 2021-22 Fiscal Year*, as amended by Item (c) above.

DISCUSSION:

In accordance with the City Charter, the City Manager is presenting the City of Newport Beach's fiscal year 2021-22 proposed operating and capital budget and fiscal years 2022-2027 Capital Improvement Program (CIP). The proposed budget is comprised of the City Manager's proposed operating budget and the proposed Capital Improvement Program (CIP) budget. A third component of the budget includes proposed revisions to the initial proposed budget documents released in May. The proposed revisions are referred to as the Proposed Budget Revisions and may represent revisions to either the operating or the CIP budgets. The City Council, upon adoption of the proposed fiscal year 2021-22 budget resolution and the proposed budget revisions, included as Attachment A and Exhibit 1 respectively, will be authorizing the total appropriations for fiscal year 2021-22.

The operating budget totals $309.1 million and the capital budget totals $35.5 million in fiscal year 2021-22, with capital spending of $195.9 million proposed over the six-year CIP. The City Manager's fiscal year 2021-22 proposed budget assumes that certain revenue sources, while still not at pre-pandemic levels, will continue to improve in the 2021-22 fiscal year. At the time of the development of the fiscal year 2021-22 proposed budget, the City's most impacted revenue sources, namely sales and transient occupancy taxes, are coming in higher than originally projected with each passing quarter. Businesses pivoted in creative ways to reach their customers as they were able to open at some capacity sooner than expected resulting in relatively strong consumer spending. Recent sales tax information shows that retail and restaurants have been hit especially hard while transportation is showing quarter over quarter increases. There is still room for additional positive improvement in sales tax revenues in the coming year; however, staff remains conservative in projecting sales tax revenues and will wait to evaluate additional receipts before making additional adjustments to the sales tax revenue projection as the fiscal year gets underway. A steady improvement in transient occupancy tax revenue has been seen since December, which is anticipated to continue given the current easing of restrictions and the anticipated return of more significant numbers of leisure, and ultimately business travelers in the months ahead. There is also room for positive improvement in transient occupancy tax revenues, but again a cautious approach has been taken to forecasting the speed of the recovery. With the low rates of hospitalizations and steady supply of vaccines, it is increasingly likely that California will be able to reopen fully on June 15, as planned. While this budget reflects steadily increasing revenue streams, it reflects a conservative spending plan. It is important to keep in mind that numerous funding and expense challenges lie ahead, and thus a steady and disciplined fiscal eye must be trained on the future.

The annual budget serves as the foundation for financial planning and control and allows the City Council to prioritize expenditures in alignment with community values. The budget as submitted includes:

- A stable local revenue base with projected fiscal year 2021-22 property tax assessed valuation growth estimated at 4.8 percent.

- Relatively flat expenditure growth except for specific program enhancements.
- Healthy levels of reserves, including a contingency reserve of $55.3 million, an amount equal to 25 percent of the City's General Fund operations.
- Continuation of an aggressive pension payment plan with a level dollar payment of $35 million and the intent to allocate an additional $5 million from anticipated fiscal year 2020-21 year-end surplus to mitigate the potential impact of lower CalPERS investment returns.
- Significant contributions towards pension costs from our employees, with $11.5 million (or 23 percent) of the $49.4 million CalPERS payments being met through employee payroll deductions. Employees are now paying between 12.35 percent and 14.6 percent of salary towards their pensions.
- The fiscal year 2021-22 budget as proposed includes 730 full-time positions, an increase of 2 full-time position from the prior year.
- The City relies heavily on part-time staff members to provide many projects and programs at lower cost than full-time employees. If approved, part-time positions will increase 2.97 full-time equivalent positions (FTE) to 164.52 FTE.

Budget Priorities

The City has weathered the current economic and fiscal challenges over the past year exceedingly well. We are fortunate to have avoided making deep service cuts that would have severely impacted the community and the organization. While service cuts were not required, General Fund budget reductions totaling $33 million were initially made to balance the fiscal year 2020-21 budget. Following approval of the actions proposed in this report, the fiscal year 2020-21 budget reductions will be eliminated.

The fiscal year 2021-22 proposed budget furthers the same core budget priorities that have served the community well in recent years, while restoring the budget reductions that were implemented in response to the pandemic. We endeavor to maintain all priorities in a manner that is consistent with prior years.

<u>Maintaining a Prosperous, Fiscally Sustainable, and Economically Viable City</u>

This ongoing priority is to maintain the City's financial health by managing resources as efficiently as possible, responsibly managing debt, and working collaboratively with employees to share in the costs of pension obligations. The City Council has adopted prudent fiscal policies concerning its investments, reserves, budget administration, revenue initiatives, competitive contracting, facility replacement planning, and more. Financial operations have produced net operating surpluses in the last eleven years due to conservative budgeting, cooperative negotiation of labor concessions, and a stable and growing tax revenue base. Our annual surplus typically derives in equal measure from higher revenue and lower expenditures than budgeted.

<u>Providing High Quality Municipal Services that Residents Expect</u>

This budget priority is an ongoing, organization-wide effort to maintain the City as a highly performing municipal corporation that anticipates and responds to customer needs by delivering public services better, faster, less expensively, and when customers need them.

As an example, the Recreation & Senior Services Department is continuing to provide programs and activities under current State and County safety guidelines. The department has resumed Spring outdoor programs and classes, phased in the opening of indoor classes, and opened Active Kids and the Marina Park Preschool. Also, the Central and Mariners Libraries are open to the public with modified hours, services, and limited seating. The current curbside pick-up will continue, as well as on-line programming for the community. In addition, the Community Development Department will continue to refine and improve internal and external customer service, streamline the development review process, and implement new services including permitting and electronic plan review.

Keeping Newport Beach Looking Great

Our goal is to maintain a high-quality natural and physical environment by creating aesthetically pleasing places in which to live, work, recreate, and visit. Key service areas include maintaining high-quality community centers, parks, parkways and medians, roads, trees, alleys, beaches, utility services, and other major infrastructure. Public Works will continue to provide safe, quality, cost-effective, and timely improvements and maintain all City-owned public facilities such as libraries, piers, beach and park restrooms, fire stations, and the Civic Center, including managing the contracts for janitorial services, to support the residential, business, recreational, and social needs of the community. Capital projects that were deferred to align the budget with reduced revenues will be restored in fiscal year 2021-22. The Utilities and Public Works Departments will continue the effective operation, maintenance and repair of the City's water system, sewer system, storm drain system, streets, sidewalks, and beaches. The Community Development Department will continue to consistently implement codes, policies, and regulatory requirements to ensure quality residential neighborhoods and commercial districts throughout the City. The ongoing implementation of a new permitting system will streamline workflow and increase efficiency.

Providing a Safe and Secure Neighborhood

Our focus on public safety during this global pandemic translates into top quality police, fire, emergency medical, and lifeguard response, as well as working with the community to prevent crime, fires, and the need for rescue. Our fire prevention, emergency preparedness, and other programs also support these efforts. The City's contracted homeless services provider continues to assist people experiencing homelessness. Their outreach efforts, coordinated with the City and County's resources, provide housing, health care, and other opportunities. There is funding in this budget for a new Boardwalk Ambassador Program that uses contract staffing to address resident complaints of boardwalk, pier, and parking lot problems such as speeding bicyclists, skateboarding, and surreys.

Budget Submission and Finance Committee Recommendation

Pursuant to Section 1102 of the Newport Beach City Charter, and Council Policy F-3 titled Budget Adoption and Administration, the proposed CIP and operating budget for the 2021-22 fiscal year was first submitted to the City Council and made available to the public on March 11, 2021.

Per City Council Resolution No. 2018-71, the Finance Committee is responsible for reviewing and recommending the operating portion of the City Manager's proposed budget, excluding the Proposed Budget Revisions, to the City Council for approval. The Finance Committee reviewed in detail the budget and operations of select City departments in advance of their consideration of the fiscal year 2021-22 budget and held multiple meetings to discuss the budget in advance of the joint Study Session with the City Council held on May 25, 2021.

The Finance Committee reviewed the funded status of the City's pension plan based on the latest CalPERS actuarial valuation and considered pension funding recommendations for fiscal year 2021-22 on November 19, 2020. On January 21, 2021, the Committee reviewed the CIP funding strategy, followed by a review of the Facilities Financing Plan on January 21, 2021. The Committee next reviewed the City's Long-Range Financial Forecast update, as well as the budget for the Water and Wastewater Enterprise Funds and other Utilities Department functions, on February 18, 2021. Finally, the Committee reviewed the revenue assumptions used to develop the fiscal year 2021-22 operating budget on March 11, 2021, reviewed the proposed operating budget on April 15, 2021, and reviewed the operating budget detail found in the preliminary budget document on May 13, 2021. This robust review process and numerous opportunities to receive public input on the proposed budget helps to ensure that the draft budget presented to the City Council is fiscally sound and adequately detailed.

Following the joint Study Session of the City Council and the Finance Committee on May 25, 2021, the Finance Committee met on May 27, 2021, to finalize its recommendations to the City Council regarding the proposed fiscal year 2021-22 budget. A motion was made to recommend the City Manager's proposed fiscal year 2021-22 budget to the City Council for approval as presented. The motion was carried unanimously with a yes vote from all seven members of the Committee.

All Funds Budget Overview

The fiscal year 2021-22 proposed budget for all funds, including reappropriated capital improvement projects of $39.3 million, internal charges of $31.4 million, and the Proposed Budget Revisions outlined in Attachment A, Exhibit 1, is $384.0 million. The operating portion of the budget amounts to $309.1 million, which represents a 0.4 percent, or $1.4 million increase over the prior year's adopted budget. The fiscal year 2021-22 proposed budget totals $313.3 million after removing internal charges and CIP reappropriations, which reflects the total new spending approved by the budget as proposed.

	2018-19 ACTUAL EXPENDITURES	2019-20 ACTUAL EXPENDITURES	A 2020-21 ADOPTED EXPENDITURES	B 2021-22 PROPOSED EXPENDITURES	C=B-A $ VAR	D=C/A % VAR
OPERATING BUDGET	$ 274,269,915	$ 283,290,144	$ 307,759,024	$ 309,114,306	$ 1,355,282	0.44%
CIP PROJECTS*						
New Appropriations	33,777,057	28,589,680	31,377,223	35,506,078	$ 4,128,855	13.16%
CIP Reappropriations	30,757,550	47,562,633	55,774,942	39,341,387	$ (16,433,555)	-29.46%
TOTAL BUDGET	$ 338,804,522	$ 359,442,457	$ 394,911,189	$ 383,961,771	$ 54,321,987	13.76%
					-	
Less CIP Reappropriations	$ (30,757,550)	$ (47,562,633)	$ (55,774,942)	$ (39,341,387)	$ 16,433,555	-29.46%
Less Internal Charges	(28,101,575)	(30,587,749)	(32,823,525)	(31,356,462)	$ 1,467,063	-4.47%
NET TOTAL BUDGET	**$ 279,945,397**	**$ 281,292,075**	**$ 306,312,722**	**$ 313,263,922**	**$ 43,873,901**	**14.32%**

Capital Improvement Program Expenditures

The CIP serves as a funding plan for public improvements, special projects, and many ongoing maintenance programs. Projects in the CIP include construction and rehabilitation of arterial highways, local streets, storm drains, bay and beach improvements, parks and buildings, and water and wastewater improvements. Specific project plans for the Capital Improvement Program are discussed in more detail in the CIP budget volume.

New appropriations for capital improvement projects included in the proposed budget amount to $35.5 million. Unlike the operating budget, capital improvement appropriations are expended over multiple fiscal years due to timing considerations related to the ebb and flow of large construction projects that require environmental review, coordination with outside entities (public utilities), and design/policy considerations. The estimated total appropriations for capital projects will be approximately $74.8 million when the estimated re-budgeting of capital projects is included with the new appropriations. This amount will be increased by the balance of any unexpended purchase orders for projects currently in process, which is estimated to result in a total ongoing capital budget in fiscal year 2021-22 of $101.8 million. Prior year carry forward capital appropriations are supported by resources reserved and carried forward to offset those expenditures.

General Fund Budget Overview

The General Fund is the key operating fund within the City's budget. The General Fund accounts for discretionary revenues and expenditures, while all other funds are used to account for enterprise activities, internal service activity, major capital improvement projects, and special revenue sources that are restricted for specific purposes. The General Fund budget is balanced and includes total sources of $246.2 million, which include operating revenues (net of restricted revenues) and interfund transfers in. Total uses of $246.2 million include operating expenditures and interfund transfers out.

	2019-20 Actual	A 2020-21 Projected Actual	B 2021-22 Proposed Budget	C=B-A Variance	D=C/A % Variance
Beginning Unrestricted Fund Balance	23,119,513	24,081,225	10,978,809	(13,326,264)	-55%
Sources					
Operating Revenues	229,953,017	220,207,798	234,126,964	13,919,166	6%
Less: Restricted Revenues	(2,785,622)	(815,145)	(1,128,513)	(313,368)	38%
Prior Year Resources Carried Forward	1,744,227	2,075,632	-	(2,075,632)	-100%
Release of Restricted Funds	2,492,301	3,645,023	1,220,000	(2,425,023)	-67%
Transfers In from Other Funds	12,970,571	18,574,821	11,977,157	(6,597,664)	-36%
Total Sources	**$ 244,374,494**	**$ 243,688,129**	**$ 246,195,608**	**$ 2,507,479**	**1%**
Uses					
Operating Expenditures	211,066,539	226,794,867	225,963,633	(831,234)	0%
Transfers Out	32,346,243	10,422,340	20,200,000	9,777,660	94%
Appropriations from Excess Operating Reserves		16,876,073	-	(16,876,073)	-100%
Addition to 25% Contingency Reserve		2,697,265	-	(2,697,265)	-100%
Total Uses	**243,412,782**	**256,790,545**	**246,163,633**	**(10,626,912)**	**-4%**
Ending Unrestricted Fund Balance	**$ 24,081,225**	**$ 10,978,809**	**$ 11,010,784**	**$ 31,975**	**0%**
Contingency Reserve	**$ 52,618,059**	**$ 55,315,324**	**$ 55,315,324**	**$ -**	

As illustrated in the previous table, appropriations for operating expenditures are balanced in relation to projected revenue sources, and one-time revenue sources and reserves have not been utilized to balance the budget.

General Fund Operating Revenues and Transfers In

The General Fund operating revenues for fiscal year 2021-22 are projected at $234.1 million. This represents a 6.4 percent increase from the fiscal year 2020-21 projected budget due largely to favorable economic trends.

Revenues by Category	FY 21 Adopted	A FY 21 Projected	B FY 22 Proposed	C=B-A Variance	D=C/A % Variance
Property Taxes	$117,508,227	$117,508,227	$122,229,980	$4,721,753	4.02%
Sales Tax	28,690,831	34,540,800	40,275,670	5,734,870	16.60%
Transient Occupancy Tax	6,434,115	15,209,156	19,027,493	3,818,337	25.11%
Other Taxes	9,652,973	11,501,162	10,815,117	(686,045)	-5.97%
Service Fees & Charges	17,350,903	15,900,048	19,046,329	3,146,281	19.79%
Parking Revenue	4,599,800	5,619,263	5,655,242	35,979	0.64%
Licenses & Permits	4,239,333	5,042,454	5,106,646	64,192	1.27%
Property Income	3,892,635	4,341,939	4,795,903	453,964	10.46%
Fines & Penalties	3,681,031	3,295,392	3,292,102	(3,290)	-0.10%
Intergovernmental Revenues	1,646,716	5,105,269	1,760,934	(3,344,335)	-65.51%
Investment Earnings	1,112,200	543,912	1,112,200	568,288	104.48%
Miscellaneous Revenues	775,140	1,600,176	1,009,348	(590,828)	-36.92%
Total Revenues	**$199,583,904**	**$220,207,798**	**$234,126,964**	**$13,919,166**	6.32%

Property Taxes – Our overall assessed valuation (AV) has been stable despite economic downturns with an average growth of 6.7 percent over the past 20 years and is among the highest in the county. Property taxes are the least volatile and last to show a deceleration due to the inherent lag in the annual assessed property valuation process. Property taxes are the single largest funding source and represent over 50 percent of all General Fund revenues. Property tax revenues for fiscal year 2021-22 are projected to increase by 4 percent. With the recent surge of home sales, this category will likely continue to improve, which bodes well for future secured property taxes.

Sales Tax – The second largest funding source for the General Fund is sales tax revenue, making up 17 percent of General Fund revenues. The City's sales tax base is largely generated from three main industry categories including Autos and Transportation, General Consumer Goods, and Restaurants/Hotels. This projected budget will surpass the prior peak revenue as continued growth in multiple industries is expected. While consumer shopping habits have transitioned during this time, there is continued growth in Autos and Transportation, Building and Construction, while Restaurants are expected back at approximately 93 percent of peak revenues. While these industries were faced with difficulties in the prior fiscal year, these categories are projected to rebound in fiscal year 2021-22, albeit at a slower rate when compared to prior years.

Transient Occupancy Tax - Transient occupancy tax (TOT) was the City's most severely impacted revenue source as the pandemic unfolded. While there has already been vast improvement in this category, revenues are not expected to fully recover to pre-pandemic levels this fiscal year. In prior years TOT provided just over 10 percent of all General Fund revenues, compared to this fiscal year where it is expected to provide just over 8 percent of all General Fund revenues. As tourism is rebounding, non-leisure travel is in a more vulnerable position. According to the California Office of Tourism, hotels that are not serving leisure travel are projected to have the longest road to recovery. It is worth noting that Residential TOT did not see a revenue decrease during the pandemic and based on conversations with Visit Newport Beach we believe that recovery may be faster in Newport Beach than will be seen on a statewide basis.

All Other Revenue – This category includes all other revenue sources other than the top three (property tax, sales tax, and TOT). All Other Revenue is made up of the following:

- Other Taxes – real property transfer taxes, business license taxes, marine charter taxes, and franchise fees.
- Service Fees & Charges – plan check fees, recreation classes, emergency medical services fees, and numerous other cost-of-service fees.
- Parking Revenue – all General Fund related metered parking fees that are assessed throughout the various parking zones of the City.
- Licenses and Permits – fees charged to process building related permits, street closure permits, dog licenses, and police tow franchise fees.
- Property Income – City owned and managed income producing properties, long-term ground leases to concessions, restaurants, hotels and other businesses and organizations, and rental of City facilities to the public.
- Fines and Penalties – parking citation fines collected by the City, administrative citation fines, fines remitted to the City from the County for vehicle code violations, and false alarm penalties.
- Intergovernmental Revenues – federal, state, and local grant revenues, which includes, but is not limited to, the City's portion of the ½ cent sales tax revenue paid to the County for public safety, state mandate reimbursements, reimbursement for strike teams sent to assist with fires, and revenue sharing with the County of Orange under the Waste Disposal Agreement (WDA).
- Investment Earnings – revenue generated from the investment of City funds.
- Miscellaneous Revenues – restricted revenue, damage to City property, bad debt, donations and contributions, non-operating revenues such as proceeds from the sale of materials and equipment, and other miscellaneous revenues.

Revenue projections are, as always, based on conservative assumptions to minimize adverse deviation from expected results and to ensure that the City has adequate financial resources to meet obligations and complete the programs approved by the City Council.

Restricted Revenues

Certain revenues, approximately $1.1 million are restricted revenues and will be reserved for future use. These include $332,000 for public/government access programming, $300,000 that will be reserved for the operational expenses of caring for unhoused individuals, $249,000 for oceanfront access/recreation improvements, and $150,000 that will be reserved for a general public benefit.

Release of Restricted Funds

Intra-fund Transfers total $1.2 million and represent restricted resources released from the General Fund to be used towards their intended purpose. These include $700,000 for Oceanfront Encroachment CIP projects and $500,000 for operation expenses of caring for unhoused individuals.

Transfers In

Interfund transfers in total $12.0 million and are resources transferred in from other funds, which are used to offset administrative and maintenance costs necessary to conduct particular projects or programs within the General Fund. The majority of these transfers are from the Tidelands Fund to offset costs for activities, programs, and functions whose primary purpose benefits the Tidelands, such as Harbor Resources, Police, Fire/EMS, and lifeguards. Newport Beach's Tidelands include the ocean beaches, and the visitor use here is high, adding revenue but also causing significant expense in terms of police, lifeguard, and emergency medical response.

General Fund Operating Expenditures and Transfers Out

The total General Fund operating expenditures amount to $226.0 million ($246.2 million with transfers). This represents a $6.1 million, or 2.8 percent, increase from the fiscal year 2019-20 adopted budget and includes increases and decreases. Decreases include the elimination of prior year one-time costs, one-time grants, and funds carried over from the prior year that can be removed from the budget as planned.

Expenditures by Category	FY 20 Adopted Budget	A FY 21 Adopted Budget	B FY 22 Proposed Budget	C=B-A Variance	D=C/A % Variance
Salary & Benefits	$ 149,193,630	$ 149,193,631	$ 151,689,101	$ 2,495,470	1.67%
Contract Services	24,088,461	24,088,461	24,726,901	638,440	2.65%
Grant Operating	600,000	600,000	600,000	-	0.00%
Utilities	2,961,757	2,961,757	3,011,315	49,558	1.67%
Supplies & Materials	3,740,696	3,740,696	3,739,730	(966)	-0.03%
Maintenance & Repair	8,822,276	8,822,276	12,640,923	3,818,647	43.28%
Travel & Training	813,368	813,368	814,868	1,500	0.18%
General Expenses	2,125,501	2,125,501	2,130,552	5,051	0.24%
Internal Svc Charge	25,977,295	25,977,295	25,078,890	(898,405)	-3.46%
Risk Management	750,915	750,915	750,915	-	0.00%
Capital Expenditures	785,138	785,138	780,438	(4,700)	-0.60%
Total	**$ 219,859,037**	**$ 219,859,038**	**$ 225,963,633**	**$ 6,104,596**	**2.78%**

The majority of Salary and Benefit expenditure increases are the result of negotiated salary and benefit changes. The fiscal year 2021-22 budget includes an increase of $2.5 million as the result of negotiated salary and benefits changes (including cost of living adjustments and merit increases), as well as Memorandum of Understanding (MOU) and other staffing related increases. Fiscal year 2021-22 will mark another year of accelerated pension liability payments to CalPERS as opposed to the lengthier, and consequently costlier, default payment options. This aggressive funding plan will improve the City's funded status, further increase repayment efficiency of the unfunded pension liability, and preserve financial flexibility over the long term.

General Fund operating expenditures excluding Salary & Benefits are increasing $3.5 million due to the recycling contract increase as well as contractual service costs citywide ($2.9 million), new programs or enhancements to existing programs ($1.4 million), increase of utility charges ($50,000), and decreases in internal service charges ($898,000).

Program Enhancements

Contained in the proposed budget are enhancements to current programs and new programs that are in line with the City Council's budget priorities. Included in these enhancements are staffing changes, as further detailed in the following section of this report, in the Harbor, Community Development, Finance, Fire, Public Works, and Recreation & Senior Services Departments. Other major enhancements included in the budget as originally proposed include the anticipated refuse and recycling contract increase, the ongoing operating funds commitment to the Costa Mesa Homeless Shelter, increased contract staffing for Code Enforcement, and funding for the Police Department's Boardwalk Ambassador Program pilot to continue with full funding in the upcoming fiscal year.

At the City Council's joint session with the Finance Committee to review the proposed budget on May 25, 2021, additional information was provided regarding possible beach-related service level enhancements. Following discussion, the Council directed staff to include additional funding in the budget for several maintenance-related enhancements including additional beach trash cans in high use areas, continuing enhanced porter service in Balboa Village and Corona Del Mar that was added during the pandemic, and more frequent trash pickups during the summer season. Funding for these three enhancements is not reflected in the proposed budget document, but has been incorporated into the numbers in this staff report and is reflected in Exhibit 1 to the budget resolution proposed for adoption. The final budget document will be revised to include these changes.

Lastly, it should be noted that Exhibit 1 to the budget resolution also reflects an increase in General Fund revenue from the elimination of the Balboa Village Area Benefit District, which was approved by the City Council on May 25, 2021, subject to approval of the second reading of the proposed ordinance and adoption of a related resolution this evening. This additional revenue more than offsets the additional cost associated with the three beach-related program enhancements shown in Exhibit 1.

Transfers Out

General Fund transfers out total $20.2 million transferred to other funds to address long-term obligations in high priority areas including $8.5 million to the Facilities Financial Plan, $5.7 million for General Fund capital improvement projects, $4.5 million to the Harbor & Beaches Capital Fund, and $1.5 million to the Facility Maintenance Plan. These transfers are consistent with past practice of pre-pandemic fiscal years and reflect a full restoration to the level of these transfers seen prior to the reductions necessitated by the pandemic.

Citywide Staffing Changes (All Funds)

Net staffing changes will result in an increase of 2.0 full-time position for a total of 730 full-time authorized positions and an increase of 2.97 FTE part-time positions for an authorized part-time total of 164.52 positions. Staffing changes are summarized in the table below.

2020-21 REVISED BUDGET AUTHORIZED POSITIONS	FULL-TIME	PART-TIME	TOTAL
	728.0	**161.6**	**889.6**
2021-22 PROPOSED POSITION CHANGES			
COMMUNITY DEVELOPMENT			
Add new full-time Senior Civil Engineer	1.0	0.0	1.0
Decrease full-time Code Enforcement Officer II	(2.0)	0.0	(2.0)
Increase full-time Senior Code Enforcement Officer	1.0	0.0	1.0
Increase full-time Code Enforcement Supervisor	1.0	0.0	1.0
Decrease full-time Building Department Specialist	(1.0)	0.0	(1.0)
Increase full-time Administrative Assistant	1.0	0.0	1.0
FINANCE			
Decrease full-time Senior Accountant	(1.0)	0.0	(1.0)
Increase full-time Senior Budget Analyst	1.0	0.0	1.0
FIRE			
Decrease full-time Department Assistant	(1.0)	0.0	(1.0)
Increase full-time Management Assistant	1.0	0.0	1.0
Decrease part-time Lifeguard I/II	0.0	(1.4)	(1.4)
Increase part-time Assistant Recreation Coordinator	0.0	0.85	0.85
Decrease full-time Fire Safety Specialist II	(1.0)	0.00	(1.00)
Increase full-time Fire Services Coordinator	1.0	0.00	1.00
HARBOR			
Add new full-time Permit Technician	1.0	0.0	1.0
PUBLIC WORKS			
Decrease full-time Administrative Analysts	(2.0)	0.0	(2.0)
Decrease full-time Equipment Operator	(1.0)	0.0	(1.0)
Decrease full-time Concrete Finisher	(1.0)	0.0	(1.0)
Decrease full-time Concrete Supervisor	(1.0)	0.0	(1.0)
Decrease full-time Groundsworker II	(1.0)	0.0	(1.0)
Decrease part-time Intern	0.0	(0.45)	(0.45)
Increase full-time Senior Management Analyst	2.0	0.00	2.00
Increase full-time Maintenance Worker II	3.0	0.0	3.0
Increase full-time Crew Chief	1.0	0.0	1.0
Increase part-time Maintenance Aide	0.0	3.68	3.68
Increase part-time Associate Civil Engineer	0.0	0.3	0.3
RECREATION			
Decrease full-time Senior Services Manager	(1.0)	0.00	(1.00)
Increase full-time Recreation & Senior Services Manager	1.0	0.00	1.00
FY 22 PROPOSED POSITIONS	**730.0**	**164.52**	**894.52**

New full-time positions proposed for inclusion in the budget include the following:

1. Addition of a Senior Civil Engineer in the Community Development Department to replace contract staffing at no additional cost.
2. Addition of a Permit Technician in the Harbor Department to provide enhanced support and subject matter expertise to the boating community related to insurance, registration, and other requirements.

Additional minimal part-time staffing changes would provide additional support for utilities undergrounding projects and convert certain contract maintenance staff to City employees to increase service levels and reduce turnover.

Chapter 2.28 of the Newport Beach Municipal code (NBMC) addresses the establishment of classifications and salary ranges. Section 2.28.030 states the City Manager shall review and recommend changes to the City Council at least annually. It has been the City's practice to bring forth the City Manager's recommendations annually during the budget approval process.

In addition to the NBMC requirements, the California Public Employees' Retirement System (CalPERS) requires all pay schedules (Attachment B) to be publicly available. The pay schedule must meet the following requirements: 1) be duly approved and adopted by the employer's governing body in accordance with requirements of applicable meeting laws; 2) identify the position title for every employee position; 3) show the pay rate as a single amount or multiple amounts within a range for each identified position; 4) indicate the time base, including, but not limited to, whether the time base is hourly, daily, biweekly, monthly, bi-monthly, or annually; 5) be posted at the office of the employer or immediately accessible and available for public review during normal business hours or posted on the employer's website; 6) indicate an effective date and date of any revisions; 7) be retained by the employer and available for public inspection for not less than five years; and 8) not reference another document in lieu of disclosing the pay rate. Council's approval of Attachment B with approval of the budget facilitates compliance with these requirements.

The City Manager is not recommending the addition of new job classifications as part of this fiscal year's budget. However, there are a few position titles that staff would like to update on the Citywide salary schedule that have no consequence to pay rates. The proposed title changes are as follows:

1. Budget/Accounting Manager to Finance Manager
2. Administrative Analyst to Management Analyst
3. Equipment Maintenance Superintendent, Field Maintenance Superintendent and Parks & Trees Superintendent to Superintendent
4. Senior Services Manager to Recreation & Senior Services Manager
5. Beach Maintenance Supervisor, Concrete Supervisor (if not reclassified – see below discussion), Equipment Maintenance Supervisor, Facilities Maintenance Supervisor, Park Maintenance Supervisor, and Street Maintenance Supervisor to Public Works Supervisor

6. Concrete Maintenance Crew Chief, Facilities Maintenance Crew Chief, Park Maintenance Crew Chief, and Street Maintenance Crew Chief to Public Works Crew Chief
7. Fire Facilities Coordinator to Fire Services Coordinator.

These changes offer flexibility and efficiency, consolidate the number of position titles, streamline the classification series, and have departmental support. All impacted positions are in the unrepresented Key & Management Compensation Group, with the exception of Public Works Supervisor (Employees League), Public Works Crew Chief (Employees League) and Fire Services Coordinator (Fire Association). Both the Employees League and the Fire Association are supportive of the title changes.

In addition to the proposed title changes, staff are proposing several reclassifications and/or compensation adjustments for existing full-time positions as described in more detail below. Staff are also requesting Council's approval of a correction to the salary schedule for Part-Time Employees, where the effective date of the 1.75% salary adjustment for 2021 was incorrectly listed as June 26, 2021, rather than the correct date of June 19, 2021. The proposed changes are as follows:

Community Development Department

First, two Code Enforcement Officer II positions are proposed to be reclassified following the transfer of the Code Enforcement Supervisor to the Harbor Department. The reclassified positions would be one Senior Code Enforcement Officer and one Code Enforcement Supervisor, and the Code Enforcement Officer II classification will be eliminated. Second, the compensation for the Real Property Administrator position is proposed to be adjusted , and the Fair Labor and Standards Act (FLSA) overtime status for the position would change from non-exempt to exempt. This movement will provide internal and external parity. Lastly, the outdated, single incumbent position of Building Department Specialist is proposed to be eliminated as there is no longer a Building Department, with the incumbent reclassified to an Administrative Assistant.

Finance Department

One vacant Senior Accountant position in the Revenue Division with a FLSA non-exempt status is proposed for reclassification to an exempt Senior Budget Analyst position in the Administration Division.

Fire Department

First, one Department Assistant position in the Fire Operations Division is proposed for reclassification to a Management Assistant position to assist with new State reporting requirements. Second, one vacant Life Safety Specialist II position is proposed for reclassification to the newly titled Fire Services Coordinator position. The vacancy has provided an opportunity to reevaluate operational needs, and the Fire Services Coordinator job description will be updated to incorporate duties associated with community outreach as well as coordination of the Fire Department's volunteer certification program when assigned.

Public Works Department

First, with the absorption of the Municipal Operations Division into the Public Works Department, duties and assignments of two of the Administrative Analysts were modified to meet operational demands. These two Administrative Analyst positions are proposed for reclassification to Senior Management Analysts as a result of these changes. Second, several positions are proposed for reclassification to Maintenance Worker II. These include an Equipment Operator II in the Maintenance and Operations Section, a Concrete Finisher in the Maintenance and Operations Section, and a Groundsworker II in the Parks & Trees Section. Lastly, staff are proposing the reclassification and downgrade of the vacant Concrete Supervisor position in the Municipal Operations Division to Crew Chief.

Recreation & Senior Services Department

Staff propose aligning the compensation of the Recreation Manager position with the Senior Services Manager and establishing one job title of Recreation & Senior Services Manager.

Restoration of Remaining Fiscal Year 2020-21 Budget Reductions

The strategy employed to balance the budget for fiscal year 2020-21 includes utilization of a tiered budget balancing framework, which is illustrated below.

	Tier 1 Operating Cuts	Tier 2 Temporary Hiring Freeze	Tier 3 Deferred Capital	Tier 4 ISF Charge Reductions	Tier 5 Contingency Reserve	Tier 6 Service Level Cuts	Total
Professional and Contract Svcs.	$ 1,621,760	$ -	$ -	$ -	$ -	$ -	$ 1,621,760
Other Non-Personnel Budgets	1,136,807	-	-	-	-	-	1,136,807
Personnel Services	-	2,000,000	-	-	-	-	2,000,000
Transfers Out	-	-	18,477,137	500,000	-	-	18,977,137
Capital Budgets	-	-	2,500,000	-	-	-	2,500,000
Insurance	-	-	-	2,000,000	-	-	2,000,000
Equipment Replacement	-	-	-	2,500,000	-	-	2,500,000
Contingency Reserve Draw	-	-	-	-	2,304,399	-	2,304,399
Total	**$ 2,758,567**	**$ 2,000,000**	**$ 20,977,137**	**$ 5,000,000**	**$ 2,304,399**	**$ -**	**$ 33,040,103**
Cuts Restored in First Quarter	-	-	-	(500,000)	(2,304,399)	-	(2,804,399)
Cuts To be Restored							
Transfer to FFP	-	-	(8,500,000)	-	-	-	(8,500,000)
Transfer to Harbor Capital	-	-	(4,500,000)	-	-	-	(4,500,000)
Neighborhood Enhancement	-	-	(2,366,000)	-	-	-	(2,366,000)
Restoration Not Required	(2,758,567)	(2,000,000)	(5,611,137)	(4,500,000)	-	-	(14,869,704)
Remaining Cuts in Place	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

It was assumed that several revenues sources would be significantly impaired for the entire fiscal year, and we built in flexibility through a “tiered” budget solution for the fiscal year 2020-21 estimated budgetary shortfall of approximately $33.2 million. To balance the projected deficit, a short-term or "bridge" solution was developed that relies on a combination of targeted reductions in operating accounts with underutilization trends, deferred capital project spending, and reduced transfers to other funds. The City’s discretionary pension payment to CalPERS was also temporarily deferred, but included in the budget as adopted. That payment was subsequently approved by the Council with the first quarter budget update, along with the restoration of $2.8 million of budget cuts as outlined in the table above.

The City successfully achieved the Tier 1 and 2 budget savings objectives of $4.8 million in the current fiscal year. Based on the current estimated surplus of $30.6 million for fiscal year 2020-21, restoration is recommended of $15.4 million in Tier 3 cuts that includes allocating $8.5 million to Facilities Financing Program, $4.5 million to the Harbor Capital fund, and $2.37 million to the Neighborhood Enhancement fund for fiscal year 2021-22. A Budget Amendment (Attachment C) is recommended for Council approval that will implement the $15.4 million of budget restorations and return the fiscal year 2020-21 budget to a fully funded condition.

There are $10.1 million of reductions to deferred capital spending and internal service fund charges that are not recommended for restoration due to the fact that the capital projects would not be ready for moving forward in the year ahead due to resource and scheduling issues and the insurance trust funds having sufficient available funding as-is without additional transfers.

FISCAL IMPACT:

In accordance with the City Charter, the City Manager is presenting the City of Newport Beach's fiscal year 2021-22 proposed operating and capital budget and fiscal years 2022-2027 Capital Improvement Program (CIP) Plan. The operating budget totals $309.1 million and the capital budget totals $35.5 million in fiscal year 2021-22 and $195.9 million over the six-year CIP. The proposed general fund budget is balanced, with revenues exceeding expenditures by $32,000.

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).

ATTACHMENTS:

Attachment A – Resolution No. 2021-57 and Exhibit 1 - Proposed Budget Revisions
Attachment B – City Manager's Recommended List of City Position Classifications and Salary Ranges
Attachment C – Budget Amendment

Attachment A

Resolution No. 2021-57 and Exhibit 1 - Proposed Budget Revisions

RESOLUTION NO. 2021-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING THE BUDGET FOR THE 2021-22 FISCAL YEAR

WHEREAS, the City Manager of the City of Newport Beach ("City") has prepared and submitted to the City Council a proposed annual budget for the Fiscal Year 2021-22 consistent with the City Charter Article XI (Fiscal Administration);

WHEREAS, the City's Finance Committee has reviewed and discussed the City Manager's proposed annual budget for Fiscal Year 2021-22;

WHEREAS, the proposed annual budget was submitted to the City Council at least thirty-five days (35) prior to the beginning of the fiscal year as required by City Charter Section 1102 (Budget Submission to City Council);

WHEREAS, the City Council has reviewed the proposed annual budget, determined the time for the holding of a public hearing thereon, and caused a notice of the public hearing to be published not less than ten (10) days prior thereto in the official newspaper of the City, and copies of the proposed annual budget were made available for inspection by the public in the Office of the City Clerk and the Finance Department at least ten (10) days prior to the public hearing;

WHEREAS, the City Council held a public hearing on the proposed budget on June 8, 2021, and has made such revisions to the proposed budget as deemed advisable;

WHEREAS, the City Manager has the authority to approve budget increases not to exceed Ten Thousand Dollars ($10,000) in any Budget Activity or Capital Project, in accordance with City Council Policy F-3 (Budget Adoption and Administration);

WHEREAS, the City Manager may accept certain donations and grants on behalf of the City and appropriate funds for the purpose intended, in accordance with City Council Policies;

WHEREAS, all requirements of the City Charter and Newport Beach Municipal Code relating to the preparation and consideration of the annual budget and establishment of employee salary ranges have been complied with; and

WHEREAS, all appropriations in the Capital Improvement Budget for projects currently underway and remaining unexpended as of June 30, 2021, as approved by the City Council in prior years, are hereby appropriated to the 2021-22 Fiscal Year.

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

Section 1: The City Council does hereby adopt the budget of the City of Newport Beach for the 2021-22 Fiscal Year, including employee salary ranges contained therein, and as revised by the City Council via the proposed budget revisions. Total new appropriations of $344,508,384 ($313,151,922 less internal charges) plus any items on the approved proposed budget revisions attached as Exhibit 1, and incorporated herein by reference, have been allocated to the following funds in the amounts hereinafter shown:

	FUND	OPERATING BUDGET	CAPITAL BUDGET	TOTAL BUDGET
010	General Fund	225,851,632	-	225,851,632
012	General Fund - Capital Projects	-	7,350,000	7,350,000
100	Tide & Submerged Lands Fund	3,136,238	2,824,848	5,961,086
101	Harbor & Beaches Capital Plan Fund	-	2,625,000	2,625,000
105	Asset Forfeiture Fund	65,000	-	65,000
111	SLESF Grant Fund	200,000	-	200,000
120	Comm Devl Blk Grant Fund	385,973	-	385,973
121	State Gas Tax Fund	-	2,084,550	2,084,550
122	Measure M Fund	-	2,200,000	2,200,000
126	SB1 Gas Tax RMRA Fund	-	2,000,000	2,000,000
135	Contributions Fund	-	1,499,000	1,499,000
138	Environmental Contributions	-	500,000	500,000
141	Building Excise Tax Fund	-	600,000	600,000
160	Environmental Liability Fund	639,051	-	639,051
164	FiiN Fund	147,000	-	147,000
531	Junior Lifeguards	-	100,000	100,000
535	Balboa Village Parking Mgmt	-	1,000,000	1,000,000
536	Neighborhood Enhancement	-	2,366,000	2,366,000
562	Parks & Community Centers	-	4,761,232	4,761,232
571	Facilities Maintenance Plan (FMP)	-	1,500,000	1,500,000
701	Water Enterprise Fund	27,933,241	-	27,933,241
702	Water Capital Fund	-	3,745,448	3,745,448
711	Wastewater Enterprise Fund	3,956,840	350,000	4,306,840
749	Uninsured Claims Fund	3,669,666	-	3,669,666
750	Workers Compensation Fund	3,570,062	-	3,570,062
751	General Liability Ins Fund	6,080,000	-	6,080,000
752	Equipment Fund	3,382,044	-	3,382,044
753	Police Equipment Fund	926,758	-	926,758
755	Parking Equipment Fund	666,000	-	666,000
756	Fire Equipment Fund	142,000	-	142,000
757	RSS Equipment Replacement Fund	200,000	-	200,000
760	Compensated Absence Fund	2,030,000	-	2,030,000
761	Retiree Medical Fund	335,000	-	335,000
762	Retiree Med Fund Res	7,870,367	-	7,870,367
764	IT ISF	5,240,149	-	5,240,149
765	IT Strategic Fund	1,687,298	-	1,687,298
800	Debt Service Fund	10,882,986	-	10,882,986
831	Ackerman Trust	5,000	-	5,000
		309,002,306	**35,506,078**	**344,508,384**

Section 2: An interfund transfer is a governmental accounting term used to describe an internal flow of resources between the funds listed below and these transfers do not constitute expenditures by the City. The total approved interfund transfers include the following amounts by fund:

Interfund Transfers

Funds	Transfers In	Transfers Out
General Fund	10,727,159	20,200,000
General Fund Capital Projects	5,700,000	
Tidelands Operating		9,442,529
Harbor & Beaches Capital Plan	4,500,000	
Debt Service	8,677,620	
Equipment Operations		472,403
Facilities Financing Plan	8,500,000	13,161,119
Facilities Maintenance Plan	1,500,000	
Information Technology		812,227
Junior Lifeguards	469,637	
Parks & Community Centers	4,013,862	
Total	**44,088,278**	**44,088,278**

Section 3: An interfund reimbursement is an accounting term to describe "repayments from funds responsible for particular expenditures" to the funds that initially paid for them. The transfer into the General Fund, from the Tidelands Operating Fund, as described in Section 2 shall be reclassified as an interfund reimbursement when actual expenditures are known at the end of the fiscal year.

Section 4: A copy of the approved budget, certified by the City Clerk shall be filed with the persons retained by the City Council to perform auditing functions for the City Council, and a further copy shall be placed, and shall remain on file, in the Office of the City Clerk where it shall be available for public inspection.

Section 5: The budget so certified shall be reproduced and copies made available for the use of the public and of departments, offices, and agencies in the City.

Section 6: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

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

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

Section 9: This resolution, and the salary ranges contained therein, shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment: Exhibit 1 - Proposed Budget Revisions

EXHIBIT 1

PROPOSED BUDGET REVISIONS
FISCAL YEAR 2021-22

GENERAL FUND

			Budget Increase (Decrease)
Expenditures			
Better Beaches Initiative			
1	Additional beach trash cans in high use areas	$	25,000
2	Permanently maintain porter service in Balboa Village & Corona del Mar	$	40,000
3	Additional trash/street can pickup in summer season	$	47,000
	Total Expenditure Budget Changes	$	112,000
Revenue			
Dissolution of Balboa Village Area Benefit District			
1	Transfer revenue budgeted in Balboa Village Area Benefit District to the General Fund	$	395,822
	Total Revenue Budget Changes	$	395,822
	Total General Fund Changes:	$	283,822

BALBOA VILLAGE AREA BENEFIT DISTRICT

			Budget Increase (Decrease)
Revenue			
Dissolution of Balboa Village Area Benefit District			
1	Reduce budgeted revenue in Balboa Village Area Benefit District	$	(395,822)
	Total Revenue Budget Changes	$	(395,822)
	Total Balboa Village Area Benefit District Changes	$	(395,822)

Attachment B

City Manager's Recommended List of City Position Classifications and Salary Ranges

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
12/19/2020	Accountant	PROF/TECH	30	$33.82	$70,335
				$35.49	$73,821
				$37.27	$77,522
				$39.16	$81,461
				$41.08	$85,448
				$43.17	$89,794
				$45.26	$94,138
				$47.51	$98,818
12/19/2020	Accountant, Senior	PROF/TECH	31	$38.84	$80,792
				$40.82	$84,899
				$42.83	$89,077
				$45.01	$93,614
				$47.24	$98,269
				$49.60	$103,163
				$52.05	$108,273
				$54.66	$113,692
12/19/2020	Administrative Manager	K&M	04B	$50.72	$105,503
				$53.29	$110,851
				$55.90	$116,271
				$58.71	$122,120
				$61.65	$128,231
12/19/2020	Administrative Manager*	K&M	99	$79.69	$165,752
12/19/2020	Assistant To The City Manager	K&M	14B	$64.96	$135,108
				$68.22	$141,888
				$71.64	$149,003
				$75.21	$156,428
				$78.95	$164,211
12/19/2020	Assistant, Administrative	CEA	75	$30.34	$63,101
				$31.85	$66,253
				$33.44	$69,547
				$35.09	$72,985
				$36.86	$76,662
				$38.68	$80,458
				$40.66	$84,564
				$42.63	$88,671
12/19/2020	Assistant, Administrative (K&M)	K&M	05	$30.52	$63,483
				$32.05	$66,659
				$33.64	$69,977
				$35.35	$73,535
				$37.06	$77,092
				$40.91	$85,090
				$42.97	$89,387
06/20/2020	Assistant, Administrative P/T	PTEANB	05E	$28.71	$59,715
				$30.14	$62,687
				$31.64	$65,809
				$33.25	$69,168
				$34.86	$72,506
				$36.64	$76,210
				$38.47	$80,022
				$40.42	$84,070
12/19/2020	Assistant, Department	CEA	55	$24.35	$50,639
				$25.55	$53,146
				$26.81	$55,771

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$28.16	$58,565
				$29.58	$61,526
				$31.05	$64,581
				$32.60	$67,805
				$34.23	$71,195
06/20/2020	Assistant, Department P/T	PTEANB	55	$22.51	$46,816
				$23.65	$49,184
				$24.83	$51,640
				$26.07	$54,224
				$27.37	$56,937
				$28.74	$59,779
				$30.18	$62,773
				$31.68	$65,895
12/19/2020	Assistant, Executive	K&M	08A	$33.54	$69,762
				$35.22	$73,248
				$36.95	$76,853
				$38.81	$80,721
				$40.79	$84,851
				$42.76	$88,934
				$44.97	$93,542
12/19/2020	Assistant, Office	CEA	15	$20.81	$43,285
				$21.85	$45,458
				$22.96	$47,750
				$24.12	$50,161
				$25.31	$52,644
				$26.58	$55,294
				$27.89	$58,016
				$29.29	$60,929
06/20/2020	Assistant, Office P/T	PTEANB	15	$19.22	$39,968
				$20.23	$42,078
				$21.23	$44,167
				$22.28	$46,342
				$23.40	$48,668
				$24.57	$51,101
				$25.80	$53,663
				$27.10	$56,377
12/19/2020	Budget Analyst	K&M	15B	$39.14	$81,414
				$41.09	$85,472
				$43.15	$89,745
				$45.28	$94,186
				$47.53	$98,866
				$49.93	$103,856
				$52.40	$108,989
				$55.05	$114,503
12/19/2020	Budget Analyst, Senior	K&M	25	$45.28	$94,186
				$47.53	$98,866
				$49.94	$103,880
				$52.40	$108,989
				$55.05	$114,503
				$57.79	$120,210
				$60.69	$126,226
				$63.74	$132,577
12/19/2020	Building Inspector I	PROF/TECH	33A	$33.36	$69,380

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$35.01	$72,819
				$36.77	$76,471
				$38.64	$80,363
				$40.53	$84,302
				$42.56	$88,528
				$44.69	$92,945
				$46.93	$97,624
12/19/2020	Building Inspector Ii	PROF/TECH	36	$35.84	$74,538
				$37.65	$78,309
				$39.53	$82,225
				$41.52	$86,355
				$43.58	$90,653
				$45.75	$95,165
				$48.04	$99,916
				$50.45	$104,930
06/20/2020	Building Inspector Ii P/T	PTEANB	36	$34.60	$71,968
				$46.38	$96,474
				$48.70	$101,298
12/19/2020	Building Inspector, Principal	PROF/TECH	99	$42.48	$88,361
				$44.59	$92,754
				$46.82	$97,385
				$49.14	$102,208
				$51.61	$107,341
				$54.20	$112,737
				$56.90	$118,347
				$59.77	$124,316
12/19/2020	Building Inspector, Senior	PROF/TECH	44A	$38.53	$80,148
				$40.45	$84,135
				$42.50	$88,409
				$44.60	$92,778
				$46.85	$97,457
				$49.14	$102,208
				$51.66	$107,461
				$54.23	$112,809
12/19/2020	Buyer	CEA	01	$30.41	$63,244
				$31.93	$66,420
				$33.52	$69,715
				$35.20	$73,224
				$36.96	$76,877
				$38.81	$80,721
				$40.76	$84,780
				$42.76	$88,934
12/19/2020	Buyer, Senior	CEA	55A	$35.88	$74,633
				$37.68	$78,381
				$39.54	$82,249
				$41.53	$86,380
				$103.13	$214,510
				$123.75	$257,403
01/30/2021	City Attorney	APPNTEE	18	$82.51	$171,617
				$103.13	$214,510
				$123.75	$257,403
12/19/2020	City Attorney, Assistant	K&M	22A	$70.66	$146,982
				$88.32	$183,708

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$105.98	$220,435
12/19/2020	City Attorney, Deputy	K&M	16E	$68.23	$141,912
				$71.65	$149,027
				$75.23	$156,476
				$78.99	$164,307
				$82.91	$172,448
01/30/2021	City Clerk	APPNTEE	01	$51.00	$106,090
				$63.75	$132,607
				$76.50	$159,124
12/19/2020	City Clerk, Assistant	K&M	71	$41.74	$86,824
				$43.83	$91,173
				$46.03	$95,732
				$48.33	$100,523
				$50.74	$105,547
				$53.28	$110,827
				$55.94	$116,362
				$58.75	$122,200
06/20/2020	City Clerk, Assistant P/T	PTEANB	03	$32.68	$67,984
				$34.34	$71,430
				$36.06	$75,004
				$37.86	$78,751
				$39.77	$82,714
				$41.75	$86,848
				$43.85	$91,198
				$46.05	$95,785
12/19/2020	City Clerk, Deputy	K&M	07	$32.06	$66,682
				$33.65	$70,001
				$35.36	$73,558
				$37.10	$77,164
				$40.92	$85,114
				$43.00	$89,435
				$45.12	$93,852
06/20/2020	City Council Member	CTY CNCL	01		$17,224
12/19/2020	City Engineer, Assistant	K&M	15A	$69.88	$145,350
				$73.36	$152,584
				$77.03	$160,224
				$80.89	$168,246
				$84.93	$176,650
1/30/2021	City Manager	APPNTEE	19	$97.95	$203,734
				$122.43	$254,662
				$146.92	$305,591
12/19/2020	City Manager, Assistant	K&M	17A	$82.68	$171,971
				$103.34	$214,945
				$124.00	$257,920
12/19/2020	City Manager, Deputy	K&M	11E	$64.71	$134,607
				$75.78	$157,623
				$86.85	$180,639
12/19/2020	City Traffic Engineer	K&M	15E	$69.88	$145,350
				$73.36	$152,584
				$77.03	$160,224
				$80.89	$168,246
				$84.93	$176,650
12/19/2020	Civil Engineer	PROF/TECH	95	$46.93	$97,624

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$49.33	$102,614
				$51.77	$107,675
				$54.35	$113,047
				$57.09	$118,753
				$59.95	$124,699
				$62.92	$130,882
				$66.08	$137,447
12/19/2020	Civil Engineer, Associate	PROF/TECH	90	$44.75	$93,088
				$49.36	$102,662
				$51.79	$107,724
				$54.38	$113,119
				$57.10	$118,777
				$59.97	$124,746
				$62.94	$130,906
12/19/2020	Civil Engineer, Principal	K&M	13	$66.53	$138,379
				$69.86	$145,302
				$73.33	$152,536
				$77.01	$160,177
				$80.86	$168,198
12/19/2020	Civil Engineer, Senior	PROF/TECH	98	$51.71	$107,556
				$54.27	$112,880
				$56.99	$118,539
				$59.84	$124,460
				$62.84	$130,715
				$65.98	$137,233
				$69.27	$144,085
				$72.74	$151,295
12/19/2020	Civil Engineer, Senior (K&M)	K&M	04A	$51.71	$107,556
				$54.27	$112,880
				$56.99	$118,539
				$59.84	$124,460
				$62.84	$130,715
				$65.98	$137,233
				$69.27	$144,085
				$72.74	$151,295
12/19/2020	Code Enforcement Officer I	PROF/TECH	23	$28.29	$58,851
				$29.71	$61,788
				$31.20	$64,892
				$32.77	$68,163
				$34.40	$71,553
				$36.13	$75,158
				$39.82	$82,822
06/20/2020	Code Enforcement Officer I P/T	PTEANB	23	$26.61	$55,343
				$27.94	$58,121
				$29.34	$61,029
				$30.82	$64,108
				$32.35	$67,295
				$33.99	$70,697
				$35.67	$74,186
				$37.45	$77,890
12/19/2020	Code Enforcement Officer Trainee	PROF/TECH	29	$23.59	$49,063
				$24.76	$51,498
				$26.00	$54,077

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$27.30	$56,774
				$28.66	$59,615
				$30.10	$62,599
				$31.60	$65,727
				$33.18	$69,022
06/20/2020	Code Enforcement Officer Trainee P/T	PTEANB	14	$22.61	$47,031
				$23.73	$49,357
				$24.92	$51,833
				$26.16	$54,417
				$27.48	$57,152
				$28.84	$59,995
				$30.29	$63,010
12/19/2020	Code Enforcement Officer, Senior	PROF/TECH	47	$36.64	$76,209
				$38.48	$80,029
				$40.38	$83,992
				$42.44	$88,266
				$44.52	$92,610
				$46.75	$97,242
				$49.09	$102,113
				$51.55	$107,222
12/19/2020	Code Enforcement Supervisor	PROF/TECH	99A	$42.48	$88,361
				$44.59	$92,754
				$46.82	$97,385
				$49.14	$102,208
				$51.61	$107,341
				$54.20	$112,737
				$56.90	$118,347
				$59.77	$124,316
12/19/2020	Community Development Director	K&M	15H	$78.44	$163,161
				$98.05	$203,939
				$117.65	$244,717
12/19/2020	Community Development Deputy Director	K&M	17	$73.50	$152,871
				$77.13	$160,439
				$81.00	$168,485
				$85.05	$176,913
				$89.32	$185,794
12/19/2020	Concrete Finisher	LEAGUE	75A	$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
				$33.62	$69,928
				$35.33	$73,476
				$37.08	$77,119
12/19/2020	Construction Inspection Supervisor	PROF/TECH	90A	$42.48	$88,361
				$44.59	$92,754
				$46.82	$97,385
				$49.14	$102,208
				$51.61	$107,341
				$54.20	$112,737
				$56.90	$118,347
				$59.77	$124,316
6/20/2020	Crime Analyst, Senior P/T	PTEANB	03A	$31.78	$66,111
				$33.38	$69,427

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				$35.06	$72,915
				$36.81	$76,555
				$38.64	$80,366
				$40.57	$84,393
				$42.60	$88,614
6/20/2020	Crime Prevention Specialist P/T	PTEANB	12	$29.92	$62,234
				$31.41	$65,335
				$32.98	$68,609
				$34.63	$72,032
				$36.37	$75,650
				$38.19	$79,440
				$40.10	$83,403
				$42.11	$87,580
6/20/2020	Custody Officer P/T	PTEANB	02	$27.39	$56,980
				$28.76	$59,823
				$30.20	$62,816
				$31.72	$65,981
				$33.31	$69,276
				$34.96	$72,721
				$36.72	$76,382
				$38.55	$80,194
12/19/2020	Electrical & Instrumentation Specialist	LEAGUE	25C	$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.38	$86,071
				$43.44	$90,357
12/19/2020	Electrical, Mechanical & Plumbing Plans Examiner	PROF/TECH	90B	$44.75	$93,088
				$46.98	$97,720
				$49.36	$102,662
				$51.79	$107,724
				$54.38	$113,119
				$57.10	$118,777
				$59.97	$124,746
				$62.94	$130,906
12/19/2020	Emergency Medical Services Division Chief	K&M	02D	$64.29	$133,723
				$67.50	$140,408
				$70.87	$147,404
				$74.43	$154,805
				$78.14	$162,540
12/19/2020	Engineer, Associate	PROF/TECH	85	$42.60	$88,599
				$44.75	$93,088
				$46.98	$97,720
				$49.36	$102,662
				$51.79	$107,724
				$54.38	$113,119
				$57.10	$118,777
				$59.97	$124,746
06/20/2020	Engineer, Associate P/T	PTEANB	85B	$41.12	$85,535
				$43.21	$89,885
				$45.36	$94,342

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				$47.66	$99,123
				$50.01	$104,011
				$52.51	$109,222
				$55.34	$115,101
				$57.90	$120,442
12/19/2020	Engineer, Junior	PROF/TECH	54	$38.53	$80,148
				$40.44	$84,111
				$42.53	$88,456
				$44.59	$92,754
				$46.85	$97,457
				$49.15	$102,232
				$51.66	$107,461
				$54.26	$112,857
06/20/2020	Engineer, Junior P/T	PTEANB	54A	$36.99	$76,942
				$38.83	$80,775
				$40.78	$84,824
				$42.82	$89,066
				$44.96	$93,524
				$47.21	$98,197
				$49.57	$103,107
				$52.04	$108,253
12/19/2020	Engineering Technician	PROF/TECH	15	$29.51	$61,382
				$30.98	$64,438
				$32.56	$67,733
				$34.18	$71,099
				$35.90	$74,681
				$37.69	$78,405
				$39.54	$82,249
				$41.59	$86,498
12/19/2020	Engineering Technician, Senior	PROF/TECH	35D	$32.55	$67,709
				$34.18	$71,099
				$35.89	$74,657
				$37.71	$78,429
				$39.54	$82,249
				$41.59	$86,498
				$43.59	$90,677
				$45.84	$95,356
12/19/2020	Equipment Mechanic I	LEAGUE	45	$24.20	$50,333
				$25.40	$52,833
				$26.64	$55,404
				$27.98	$58,190
				$29.38	$61,119
				$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
12/19/2020	Equipment Mechanic Ii	LEAGUE	80	$27.98	$58,190
				$29.38	$61,119
				$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928

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12/19/2020	Equipment Mechanic, Senior	LEAGUE	25F	$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.38	$86,071
				$43.44	$90,357
12/19/2020	Equipment Operator I	LEAGUE	40	$25.07	$52,142
				$26.32	$54,738
				$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
				$33.63	$69,952
				$35.33	$73,476
12/19/2020	Equipment Operator Ii	LEAGUE	65A	$26.37	$54,857
				$27.69	$57,595
				$29.07	$60,475
				$30.53	$63,500
				$32.04	$66,642
				$33.67	$70,023
				$35.35	$73,523
				$37.10	$77,166
12/19/2020	Facilities Maintenance Technician	LEAGUE	75	$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
				$33.62	$69,928
				$35.33	$73,476
				$37.08	$77,119
				$38.90	$80,904
12/19/2020	Facilities Maintenance Worker Ii	LEAGUE	25A	$22.77	$47,357
				$23.90	$49,714
				$25.07	$52,142
				$26.32	$54,738
				$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
6/20/2020	Facilities Maintenance Worker Ii P/T	PTEANB	50A	$21.67	$45,072
				$22.77	$47,354
				$23.88	$49,680
				$25.11	$52,221
				$26.34	$54,784
				$27.65	$57,518
				$29.05	$60,426
				$30.48	$63,397
12/19/2020	Field Superintendent Ii	K&M	10	$58.84	$122,383
				$61.76	$128,471
				$64.88	$134,941
				$68.12	$141,697
				$71.53	$148,788

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12/19/2020	Finance Deputy Director	K&M	17C	$73.50	$152,871
				$77.13	$160,439
				$81.00	$168,485
				$85.05	$176,913
				$89.32	$185,794
12/19/2020	Finance Director (City Treasurer)	K&M	15C	$78.44	$163,161
				$95.05	$203,939
				$117.65	$244,717
1/30/2021	*Finance Manager*	K&M	16	$64.96	$135,108
				$68.22	$141,888
				$71.64	$149,003
				$75.21	$156,428
				$78.95	$164,211
12/19/2020	Fire Captain +7.5%	NBFA	95	$47.61	$99,019
				$49.99	$103,970
				$52.48	$109,169
				$55.11	$114,627
				$57.86	$120,359
				$60.76	$126,376
				$63.80	$132,695
				$66.99	$139,330
12/19/2020	Fire Captain 112 Hrs	NBFA	35	$31.63	$92,105
				$33.21	$96,720
				$34.88	$101,577
				$36.62	$106,640
				$38.45	$111,979
				$40.37	$117,559
				$42.39	$123,449
				$44.51	$129,615
12/19/2020	Fire Captain 80 Hrs	NBFA	65	$44.28	$92,111
				$46.50	$96,724
				$48.84	$101,580
				$51.27	$106,635
				$53.84	$111,977
				$56.49	$117,495
				$59.35	$123,455
				$62.31	$129,613
6/20/2020	Fire Chief	K&M	01C	$77.39	$160,969
				$96.73	$201,195
				$116.07	$241,421
12/19/2020	Fire Chief, Assistant	K&M	01B	$87.63	$182,279
				$92.02	$191,392
				$101.44	$210,999
				$106.50	$221,517
12/19/2020	Fire Engineer 112 Hrs	NBFA	15	$26.95	$78,465
				$28.29	$82,391
				$29.70	$86,490
				$31.19	$90,830
				$32.75	$95,376
				$34.39	$100,130
				$36.10	$105,125
				$37.91	$110,394
12/19/2020	Fire Engineer 80 Hrs	NBFA	15A	$37.72	$78,465

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				$39.61	$82,391
				$41.58	$86,490
				$43.67	$90,830
				$45.85	$95,377
				$48.35	$100,572
				$50.54	$105,125
				$53.07	$110,394
06/20/2020	Fire Line Battalion Chief 112 Hrs	FMA	01	$49.28	$143,511
				$51.74	$150,677
				$54.32	$158,189
				$57.05	$166,119
				$59.90	$174,432
06/20/2020	Fire Line Battalion Chief 80 Hrs	FMA	05	$69.00	$143,511
				$72.44	$150,677
				$79.87	$166,120
				$83.86	$174,432
12/19/2020	Fire Marshal	K&M	02E	$64.29	$133,723
				$67.50	$140,408
				$70.87	$147,404
				$74.43	$154,805
				$78.14	$162,540
12/19/2020	Fire Paramedic 80 17.25	NBFA	28	$39.36	$81,869
				$41.33	$85,962
				$43.39	$90,260
				$45.56	$94,773
				$47.84	$99,512
				$50.23	$104,488
				$52.75	$109,712
				$55.38	$115,198
12/19/2020	Fire Paramedic 80 22.25	NBFA	26	$41.10	$85,491
				$43.16	$89,762
				$45.31	$94,240
				$47.58	$98,959
				$49.94	$103,884
				$52.45	$109,086
				$55.08	$114,562
				$57.83	$120,280
06/19/2021	*Fire Services Coordinator*	NBFA	01	$31.42	$65,346
				$32.98	$68,593
				$34.63	$72,038
				$36.37	$75,655
				$38.19	$79,444
				$40.11	$83,429
				$42.12	$87,612
				$44.23	$91,991
6/20/2020	Fire Staff Battalion Chief 80 + 7.5%	FMA	04	$74.17	$154,284
				$77.89	$162,010
				$81.78	$170,110
				$85.87	$178,606
				$90.17	$187,550
12/19/2020	Firefighter 112 Hrs	NBFA	05	$22.83	$66,494
				$23.98	$69,819
				$25.17	$73,298

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				$26.44	$76,983
				$27.75	$80,807
				$30.60	$89,107
				$32.13	$93,551
				$33.73	$98,236
12/19/2020	Firefighter 80 Hrs	NBFA	06	$31.97	$66,499
				$33.57	$69,824
				$35.24	$73,293
				$37.01	$76,983
				$38.84	$80,797
				$40.81	$84,881
				$42.84	$89,113
				$44.97	$93,541
				$47.23	$98,240
12/19/2020	Firefighter/Paramedic 112 Hrs 17.25%	NBFA	27	$28.11	$81,863
				$29.52	$85,956
				$30.99	$90,254
				$32.54	$94,766
				$34.17	$99,505
				$35.88	$104,480
				$37.67	$109,704
				$39.56	$115,189
12/19/2020	Firerighter/Paramedic 112 Hrs 22.25%	NBFA	25	$29.36	$85,491
				$30.83	$89,762
				$32.36	$94,240
				$33.98	$98,959
				$35.67	$103,884
				$37.46	$109,086
				$39.34	$114,562
				$41.30	$120,280
12/19/2020	Fiscal Clerk	CEA	31	$21.95	$45,649
				$23.08	$48,012
				$24.23	$50,400
				$25.41	$52,859
				$26.69	$55,509
				$28.04	$58,327
				$30.91	$64,295
6/20/2020	Fiscal Clerk P/T	PTEANB	30	$20.30	$42,229
				$21.32	$44,339
				$22.41	$46,622
				$23.51	$48,904
				$24.69	$51,360
				$25.92	$53,922
				$27.20	$56,571
				$28.56	$59,413
12/19/2020	Fiscal Clerk, Senior	CEA	65	$25.55	$53,146
				$26.78	$55,700
				$28.16	$58,565
				$29.58	$61,526
				$31.04	$64,557
				$32.59	$67,780
				$34.23	$71,195
				$35.95	$74,776

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06/20/2020	Fiscal Clerk, Senior P/T	PTEANB	65	$23.64	$49,163
				$24.79	$51,553
				$26.02	$54,116
				$27.33	$56,851
				$28.69	$59,672
				$30.15	$62,708
				$31.67	$65,874
				$33.22	$69,104
12/19/2020	Fiscal Specialist	CEA	85	$29.60	$61,573
				$31.11	$64,701
				$32.64	$67,900
				$34.27	$71,290
				$36.02	$74,919
				$37.78	$78,572
				$39.69	$82,560
				$41.67	$86,666
12/19/2020	Fiscal Specialist (K&M)	K&M	01A	$29.60	$61,573
				$32.64	$67,900
				$34.27	$71,290
				$36.02	$74,919
				$37.78	$78,572
				$39.69	$82,560
				$41.67	$86,666
6/20/2020	Fiscal Specialist P/T	PTEANB	85	$27.38	$56,958
				$28.75	$59,801
				$30.19	$62,794
				$31.69	$65,917
				$33.26	$69,190
				$34.94	$72,679
				$36.68	$76,296
				$38.50	$80,086
6/20/2020	Geographic Information System Technical Aide P/T	PTEANB	75A	$14.18	$29,502
				$14.90	$30,988
				$15.65	$32,560
				$16.43	$34,175
				$17.23	$35,833
				$18.08	$37,599
				$19.01	$39,537
				$19.96	$41,518
6/19/2021	Geographic Information System Technical Aide P/T	PTEANB	75A	$14.43	$30,018
	1.75% scheduled salary adjustment			$15.16	$31,530
				$15.93	$33,130
				$16.72	$34,773
				$17.53	$36,460
				$18.39	$38,257
				$19.34	$40,229
				$20.31	$42,245
1/01/2022	Geographic Information System Technical Aide P/T	PTEANB	75A	$15.16	$31,530
	Scheduled minimum wage adjustment			$15.93	$33,130
				$16.72	$34,773
				$17.53	$36,460
				$18.39	$38,257
				$19.34	$40,229

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				$20.31	$42,245
				$21.33	$44,357
12/19/2020	Groundsworker Ii	LEAGUE	50	$24.34	$50,618
				$25.57	$53,190
				$26.87	$55,881
				$28.19	$58,642
				$29.60	$61,571
				$31.07	$64,619
				$32.67	$67,952
				$34.28	$71,309
12/19/2020	Harbor Resources Technician I	PROF/TECH	09	$25.55	$53,146
				$26.78	$55,700
				$28.16	$58,565
				$31.04	$64,557
				$32.59	$67,780
				$34.23	$71,195
				$35.95	$74,776
6/20/2020	Harbor Services Worker P/T	PTEANB	89A	$21.02	$43,715
				$22.07	$45,911
				$23.17	$48,194
				$24.34	$50,627
				$25.54	$53,125
6/20/2020	Harbor Services Worker, Lead P/T	PTEANB	89B	$22.82	$47,462
				$23.97	$49,852
				$25.16	$52,329
				$26.43	$54,977
				$27.75	$57,712
				$29.12	$60,576
				$30.58	$63,613
				$32.12	$66,800
12/19/2020	Harbormaster	K&M	77	$50.00	$104,009
				$62.50	$130,000
				$75.00	$155,991
12/19/2020	Human Resources Analyst	K&M	16A	$40.06	$83,324
				$42.02	$87,406
				$44.15	$91,823
				$46.38	$96,478
				$48.67	$101,229
				$51.10	$106,291
				$53.67	$111,639
				$56.36	$117,226
6/20/2020	Human Resources Analyst P/T	PTEANB	16	$37.02	$77,007
				$38.89	$80,883
				$40.83	$84,932
				$42.87	$89,174
				$44.99	$93,589
				$49.62	$103,214
				$52.11	$108,383
12/19/2020	Human Resources Analyst, Senior	K&M	20A	$44.20	$91,942
				$46.45	$96,622
				$48.76	$101,421
				$51.20	$106,506
				$53.73	$111,758

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$56.43	$117,369
				$59.22	$123,170
				$62.20	$129,378
12/19/2020	Human Resources Director	K&M	11B	$74.21	$154,351
				$92.76	$192,933
				$111.31	$231,515
12/19/2020	Human Resources Manager	K&M	02C	$64.29	$133,723
				$67.50	$140,408
				$70.87	$147,404
				$74.43	$154,805
				$78.14	$162,540
12/19/2020	Human Resources Specialist I	K&M	03	$30.34	$63,101
				$31.85	$66,253
				$33.44	$69,547
				$35.09	$72,985
				$36.86	$76,662
				$38.68	$80,458
				$40.66	$84,564
				$42.63	$88,671
6/20/2020	Human Resources Specialist I P/T	PTEANB	03B	$28.53	$59,349
				$29.96	$62,320
				$31.45	$65,422
				$33.01	$68,652
				$34.66	$72,097
				$36.38	$75,672
				$40.10	$83,403
12/19/2020	Human Resources Specialist Ii	K&M	08	$33.54	$69,762
				$35.22	$73,248
				$36.95	$76,853
				$38.81	$80,721
				$40.79	$84,851
				$42.76	$88,934
				$44.97	$93,542
				$47.20	$98,173
6/20/2020	Human Resources Specialist Ii P/T	PTEANB	08	$31.01	$64,495
				$32.56	$67,726
				$34.17	$71,063
				$35.88	$74,638
				$37.71	$78,428
				$39.54	$82,240
				$41.55	$86,418
				$43.64	$90,767
12/19/2020	Information Technology Analyst	PROF/TECH	61	$38.22	$79,503
				$40.14	$83,491
				$42.13	$87,621
				$44.23	$91,990
				$46.45	$96,622
				$48.77	$101,444
				$51.22	$106,529
				$53.76	$111,830
12/19/2020	Information Technology Analyst, Senior	PROF/TECH	41	$42.45	$88,289
				$44.55	$92,659
				$46.75	$97,242

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				$49.09	$102,113
				$51.56	$107,246
				$54.17	$112,666
				$56.85	$118,252
				$59.70	$124,173
12/19/2020	Information Technology Manager	K&M	15D	$69.94	$145,469
				$73.44	$152,751
				$77.10	$160,367
				$80.96	$168,389
				$85.01	$176,817
12/19/2020	Information Technology Operations Supervisor	K&M	97	$61.06	$127,015
				$64.10	$133,318
				$67.30	$139,993
				$70.69	$147,040
				$74.21	$154,367
12/19/2020	Information Technology Specialist Iii	PROF/TECH	45	$35.46	$73,749
				$37.22	$77,426
				$39.08	$81,294
				$41.04	$85,353
				$43.11	$89,674
				$45.22	$94,067
				$47.49	$98,770
				$49.88	$103,760
12/19/2020	Information Technology Technician	PROF/TECH	28	$25.34	$52,713
				$26.60	$55,330
				$27.93	$58,100
				$29.33	$60,998
				$30.79	$64,051
				$32.34	$67,257
				$33.95	$70,618
				$35.65	$74,157
6/20/2020	Information Technology Technician P/T	PTEANB	54	$21.81	$45,373
				$22.93	$47,699
				$25.26	$52,544
				$26.51	$55,150
				$27.87	$57,970
				$29.25	$60,835
				$30.72	$63,892
12/19/2020	Information Technology Technician, Senior	PROF/TECH	16	$30.42	$63,269
				$31.93	$66,420
				$33.54	$69,762
				$35.22	$73,248
				$36.97	$76,901
				$38.82	$80,745
				$40.78	$84,827
				$42.79	$89,006
6/20/2020	Intern P/T	PTEANB	05	$18.02	$37,491
12/19/2020	Inventory Analyst	CEA	90	$26.04	$54,172
				$27.33	$56,846
				$28.68	$59,663
				$30.13	$62,672
				$31.66	$65,847
				$33.24	$69,142

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				$34.92	$72,627
				$36.67	$76,280
12/19/2020	Librarian I	CEA	20	$29.95	$62,290
				$31.44	$65,393
				$32.99	$68,616
				$34.68	$72,126
				$36.39	$75,684
				$38.26	$79,575
				$40.14	$83,491
				$42.13	$87,621
6/20/2020	Librarian I P/T	PTEANB	21	$27.69	$57,604
				$29.07	$60,468
				$30.50	$63,441
				$32.06	$66,692
				$35.37	$73,562
				$37.12	$77,201
				$38.95	$81,012
12/19/2020	Librarian Ii	CEA	30A	$32.91	$68,449
				$34.58	$71,935
				$36.32	$75,540
				$38.12	$79,288
				$40.04	$83,275
				$42.02	$87,406
				$44.12	$91,775
				$46.35	$96,406
12/19/2020	Librarian Iii	CEA	35A	$36.23	$75,349
				$38.00	$79,050
				$39.91	$83,013
				$41.94	$87,239
				$44.05	$91,632
				$46.22	$96,144
				$48.56	$101,014
				$50.96	$106,005
12/19/2020	Library Assistant	CEA	70	$25.47	$52,978
				$26.71	$55,557
				$28.06	$58,374
				$29.46	$61,287
				$30.93	$64,343
				$32.51	$67,614
				$34.11	$70,956
				$35.82	$74,514
06/20/2020	Library Assistant P/T	PTEANB	70	$23.57	$49,034
				$24.73	$51,446
				$25.96	$53,987
				$27.25	$56,678
				$28.62	$59,521
				$30.04	$62,493
				$31.56	$65,637
				$33.13	$68,910
12/19/2020	Library Clerk I	CEA	05	$19.85	$41,279
				$20.82	$43,309
				$21.87	$45,481
				$22.96	$47,750

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				$24.12	$50,161
				$25.31	$52,644
				$26.58	$55,294
				$27.90	$58,040
6/20/2020	Library Clerk I P/T	PTEANB	05A	$18.35	$38,159
				$19.27	$40,076
				$20.23	$42,078
				$21.25	$44,210
				$22.30	$46,385
				$23.40	$48,668
				$24.57	$51,101
				$25.80	$53,663
12/19/2020	Library Clerk Ii	CEA	30	$21.95	$45,649
				$23.08	$48,012
				$24.23	$50,400
				$25.41	$52,859
				$26.69	$55,509
				$28.04	$58,327
				$29.44	$61,239
				$30.91	$64,295
6/20/2020	Library Clerk Ii P/T	PTEANB	20	$19.36	$40,269
				$20.34	$42,315
				$21.35	$44,404
				$22.46	$46,708
				$23.57	$49,034
				$24.73	$51,446
				$25.96	$53,987
				$27.28	$56,743
12/19/2020	Library Clerk, Senior	CEA	71	$25.47	$52,978
				$26.71	$55,557
				$28.06	$58,374
				$29.46	$61,287
				$30.93	$64,343
				$32.51	$67,614
				$34.11	$70,956
				$35.82	$74,514
12/19/2020	Library Page P/T	PTEANB	30A	$14.32	$29,782
				$15.03	$31,268
				$15.79	$32,840
				$16.58	$34,477
				$17.40	$36,201
				$18.27	$38,010
6/19/2021	Library Page P/T	PTEANB	30A	$14.57	$30,303
	1.75% scheduled salary adjustment			$15.30	$31,815
				$16.06	$33,415
				$16.87	$35,080
				$17.71	$36,834
				$18.59	$38,676
1/01/2022	Library Page P/T	PTEANB	30A	$15.30	$31,815
	Scheduled minimum wage adjustment			$16.06	$33,415
				$16.87	$35,080
				$17.71	$36,834
				$18.59	$38,676

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				$19.52	$41,609
12/19/2020	Library Services Director	K&M	11C	$74.21	$154,351
				$92.76	$192,933
				$111.31	$231,515
12/19/2020	Library Services Manager	K&M	10D	$58.84	$122,383
				$61.76	$128,471
				$64.88	$134,941
				$68.12	$141,697
				$71.53	$148,788
12/19/2020	License Supervisor	CEA	03	$33.18	$69,022
				$34.85	$72,484
				$36.60	$76,137
				$38.42	$79,909
				$40.35	$83,920
				$42.39	$88,170
				$44.49	$92,539
				$46.71	$97,147
12/19/2020	Life Safety Specialist I	NBFA	02	$35.93	$74,744
				$37.73	$78,484
				$39.61	$82,396
				$41.60	$86,530
				$43.68	$90,860
				$45.86	$95,387
				$48.15	$100,159
				$50.57	$105,179
6/20/2020	Life Safety Specialist I P/T	PTEANB	72	$34.44	$71,637
				$36.16	$75,222
				$37.97	$78,971
				$39.87	$82,932
				$41.87	$87,083
				$43.95	$91,421
				$46.15	$95,996
				$48.46	$100,806
12/19/2020	Life Safety Specialist Ii	NBFA	47	$39.54	$82,248
				$41.53	$86,382
				$43.60	$90,687
				$45.78	$95,215
				$48.07	$99,987
				$50.47	$104,982
				$52.99	$110,223
				$55.65	$115,758
12/19/2020	Life Safety Specialist Iii	NBFA	75	$43.48	$90,442
				$45.66	$94,968
				$47.94	$99,717
				$50.34	$104,711
				$52.86	$109,952
				$55.50	$115,438
				$58.28	$121,220
				$61.19	$127,273
6/20/2020	Life Safety Specialist Iii P/T	PTEANB	75B	$41.36	$86,030
				$43.43	$90,337
				$45.61	$94,859
				$47.88	$99,596

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				$50.28	$104,593
				$52.79	$109,804
				$55.43	$115,295
				$58.21	$121,066
12/19/2020	Lifeguard Battalion Chief	LMA	16	$46.34	$96,387
				$48.64	$101,164
				$51.07	$106,226
				$53.61	$111,506
				$56.31	$117,115
				$59.09	$122,900
				$62.05	$129,057
				$65.14	$135,499
12/19/2020	Lifeguard Cadet P/T	ANBOL	02A	$16.00	$33,280
1/01/2022	Lifeguard Cadet P/T[3]	ANBOL	02A	$17.00	$35,360
12/19/2020	Lifeguard Captain	LMA	11	$36.80	$76,536
				$38.63	$80,349
				$40.57	$84,380
				$42.59	$88,587
				$44.74	$93,057
				$46.99	$97,746
				$49.34	$102,632
				$51.82	$107,781
12/19/2020	Lifeguard Captain 7.5%	LMA	03	$39.55	$82,255
				$41.53	$86,374
				$43.60	$90,691
				$45.77	$95,204
				$48.07	$99,981
				$50.46	$104,955
				$53.01	$110,257
				$55.65	$115,757
6/20/2020	Lifeguard I P/T	ANBOL	05B	$18.50	$38,490
				$19.43	$40,420
				$20.41	$42,457
				$21.43	$44,579
6/20/2020	Lifeguard Ii P/T	ANBOL	25	$21.43	$44,579
				$22.50	$46,807
				$23.63	$49,141
				$24.81	$51,602
6/20/2020	Lifeguard Iii P/T	ANBOL	35	$21.43	$44,579
				$22.50	$46,807
				$23.63	$49,141
12/19/2020	Lifeguard Officer P/T	LMA	01	$27.39	$56,969
				$28.76	$59,818
				$30.19	$62,798
				$31.71	$65,953
				$33.29	$69,240
				$34.95	$72,702
				$36.70	$76,339
				$38.54	$80,173
12/19/2020	Lifeguard Operations Assistant Chief	K&M	02	$67.45	$140,298
				$70.82	$147,309
				$74.35	$154,650
				$78.08	$162,406

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				$81.99	$170,535
12/19/2020	Lifeguard Trainee P/T	ANBOL	01	$14.00	$29,120
1/01/2022	Lifeguard Trainee P/T	ANBOL	01	$15.00	$31,200
	Scheduled minimum wage adjustment				
6/20/2020	Literacy Coordinator P/T	PTEANB	12A	$28.03	$58,294
				$29.41	$61,179
				$30.90	$64,280
				$32.43	$67,446
				$34.09	$70,913
				$35.78	$74,423
				$37.57	$78,148
				$39.43	$82,024
12/19/2020	Mail Processing Clerk, Senior	CEA	07	$23.05	$47,941
				$24.20	$50,328
				$25.41	$52,859
				$26.66	$55,461
				$28.02	$58,279
				$29.42	$61,191
				$30.90	$64,271
				$32.44	$67,470
12/19/2020	Maintenance Aide P/T	PTEANB	84	$14.04	$29,201
				$14.74	$30,665
				$15.47	$32,172
				$16.25	$33,809
				$17.07	$35,500
06/19/2021	Maintenance Aide P/T	PTEANB	84	$14.28	$29,712
	1.75% scheduled salary adjustment			$15.00	$31,202
				$15.74	$32,736
				$16.54	$34,401
				$17.37	$36,121
01/01/2022	Maintenance Aide P/T	PTEANB	84	$15.00	$31,202
	Scheduled minimum wage adjustment			$15.74	$32,736
				$16.54	$34,401
				$17.37	$36,121
				$18.23	$37,927
12/19/2020	Maintenance Worker I	LEAGUE	25H	$22.77	$47,357
				$23.90	$49,714
				$26.32	$54,738
				$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
12/19/2020	Maintenance Worker Ii	LEAGUE	39	$23.90	$49,714
				$25.07	$52,142
				$26.32	$54,738
				$27.67	$57,547
				$29.06	$60,452
				$30.47	$63,380
				$32.02	$66,595
				$33.63	$69,952
6/19/2021	*Management Analyst*	K&M	12	$36.29	$75,492
				$38.15	$79,360
				$40.04	$83,275

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				$42.00	$87,358
				$44.12	$91,775
				$46.35	$96,406
				$48.65	$101,182
				$51.08	$106,243
6/19/2021	*Management Analyst P/T*	PTEANB	12B	$34.53	$71,817
				$36.29	$75,478
				$38.08	$79,204
				$39.95	$83,101
				$41.97	$87,300
				$46.27	$96,237
				$48.59	$101,061
12/19/2020	Management Analyst, Senior	K&M	06	$41.74	$86,824
				$43.83	$91,173
				$46.03	$95,732
				$48.33	$100,523
				$50.74	$105,547
				$53.28	$110,827
				$55.94	$116,362
				$58.75	$122,200
12/19/2020	Management Assistant	PROF/TECH	37	$33.40	$69,476
				$35.05	$72,914
				$36.80	$76,543
				$38.66	$80,411
				$40.63	$84,517
				$42.61	$88,623
				$44.78	$93,136
				$47.02	$97,791
6/20/2020	Marine Naturalist Interpreter P/T	PTEANB	88	$16.44	$34,197
				$17.24	$35,855
				$18.11	$37,664
12/19/2020	Marketing Specialist	CEA	02	$30.34	$63,101
				$31.85	$66,253
				$33.42	$69,523
				$35.07	$72,938
				$36.87	$76,686
				$38.72	$80,530
				$40.63	$84,517
				$42.64	$88,695
6/20/2020	Marketing Specialist P/T	PTEANB	02B	$28.04	$58,315
				$29.43	$61,222
				$30.90	$64,280
				$32.47	$67,532
				$34.07	$70,870
				$35.76	$74,380
				$37.56	$78,127
				$39.45	$82,046
6/20/2020	Mayor	CTY CNCL	02		$24,439
12/19/2020	Operations Support Superintendent	K&M	10A	$58.84	$122,383
				$61.76	$128,471
				$64.88	$134,941
				$68.12	$141,697
				$71.53	$148,788

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12/19/2020	Paralegal	K&M	30	$32.54	$67,685
				$34.16	$71,052
				$35.89	$74,657
				$37.69	$78,405
				$39.57	$82,297
				$41.54	$86,403
				$43.61	$90,700
				$45.79	$95,237
6/20/2020	Paralegal P/T	PTEANB	92	$30.11	$62,622
				$31.61	$65,744
				$33.17	$68,996
				$34.84	$72,463
				$36.55	$76,016
				$40.30	$83,833
				$42.38	$88,140
12/19/2020	Park Patrol Officer	CEA	89	$21.63	$44,981
				$22.72	$47,248
				$23.83	$49,564
				$25.03	$52,071
				$26.27	$54,650
				$27.59	$57,395
				$28.98	$60,284
				$30.43	$63,292
06/20/2020	Park Patrol Officer P/T	PTEANB	89	$21.02	$43,715
				$22.07	$45,911
				$23.17	$48,194
				$24.34	$50,627
				$25.54	$53,125
12/19/2020	Park Patrol Officer, Lead	CEA	22	$24.27	$50,472
				$25.48	$53,002
				$28.10	$58,446
				$29.50	$61,358
				$30.97	$64,414
				$32.52	$67,637
				$34.15	$71,028
12/19/2020	Permit Counter Supervisor	PROF/TECH	39	$35.80	$74,466
				$37.63	$78,262
				$39.47	$82,105
				$41.49	$86,308
				$43.54	$90,557
				$45.73	$95,118
				$48.03	$99,893
				$50.39	$104,811
12/19/2020	Permit Technician I	PROF/TECH	24	$28.14	$58,541
				$29.55	$61,454
				$31.03	$64,534
				$32.55	$67,709
				$34.18	$71,099
				$35.89	$74,657
				$37.71	$78,429
				$39.54	$82,249
12/19/2020	Permit Technician Ii	PROF/TECH	35	$32.55	$67,709
				$34.18	$71,099

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$35.89	$74,657
				$37.71	$78,429
				$39.54	$82,249
				$41.59	$86,498
				$43.59	$90,677
				$45.84	$95,356
6/20/2020	Permit Technician Ii P/T	PTEANB	92A	$30.11	$62,622
				$31.61	$65,744
				$33.17	$68,996
				$34.84	$72,463
				$36.55	$76,016
				$38.43	$79,936
				$40.30	$83,833
				$42.38	$88,140
12/19/2020	Planner, Assistant	PROF/TECH	35B	$32.55	$67,709
				$34.18	$71,099
				$35.89	$74,657
				$37.71	$78,429
				$39.54	$82,249
				$41.59	$86,498
				$43.59	$90,677
				$45.84	$95,356
06/20/2020	Planner, Assistant P/T	PTEANB	35B	$30.97	$64,409
				$32.52	$67,640
				$34.14	$71,021
				$35.86	$74,595
				$37.61	$78,235
				$39.56	$82,283
				$41.46	$86,245
				$43.61	$90,703
12/19/2020	Planner, Associate	PROF/TECH	55	$35.88	$74,633
				$37.68	$78,381
				$39.54	$82,249
				$41.53	$86,380
				$43.59	$90,677
				$45.78	$95,213
				$48.05	$99,940
				$50.48	$105,002
12/19/2020	Planner, Principal	K&M	27	$47.53	$98,866
				$49.93	$103,856
				$52.40	$108,989
				$55.05	$114,503
				$57.79	$120,210
				$60.69	$126,226
				$63.72	$132,529
				$66.92	$139,190
06/20/2020	Planner, Principal P/T	PTEANB	27	$45.43	$94,504
				$47.73	$99,274
				$50.09	$104,180
				$52.62	$109,452
				$55.24	$114,906
				$58.01	$120,658
				$60.90	$126,682

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$63.97	$133,050
12/19/2020	Planner, Senior	PROF/TECH	75	$43.16	$89,769
				$45.26	$94,138
				$47.51	$98,818
				$49.93	$103,856
				$52.40	$108,989
				$55.00	$114,408
				$57.77	$120,162
				$60.67	$126,202
12/19/2020	Planning Manager	K&M	11	$60.88	$126,632
				$63.92	$132,959
				$67.10	$139,572
				$70.45	$146,544
				$74.00	$153,921
12/19/2020	Planning Technician	PROF/TECH	34	$29.60	$61,573
				$31.11	$64,701
				$32.64	$67,900
				$34.27	$71,290
				$36.02	$74,919
				$37.78	$78,572
				$39.69	$82,560
				$41.67	$86,666
06/20/2020	Planning Technician P/T	PTEANB	34	$28.16	$58,573
				$29.59	$61,545
				$31.05	$64,581
				$32.60	$67,812
				$34.26	$71,257
				$35.94	$74,746
				$37.76	$78,536
				$39.63	$82,434
3/28/2020	Police Animal Control Officer	NBPA	52	$27.51	$57,217
				$28.88	$60,074
				$30.34	$63,103
				$31.85	$66,241
				$33.45	$69,574
				$35.12	$73,058
				$36.88	$76,715
				$38.72	$80,545
3/28/2020	Police Animal Control Officer, Senior	NBPA	90	$31.71	$65,960
				$33.33	$69,336
				$34.99	$72,777
				$36.74	$76,412
				$38.56	$80,199
				$40.50	$84,246
				$42.52	$88,444
				$44.65	$92,880
12/19/2020	Police Cadet P/T	PTEANB	40	$14.28	$29,696
				$15.00	$31,203
				$15.75	$32,754
				$16.53	$34,392
				$17.36	$36,111
6/19/2021	Police Cadet P/T	PTEANB	40	$14.53	$30,215
	1.75% scheduled salary adjustment			$15.26	$31,749

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$16.02	$33,327
				$16.82	$34,993
				$17.66	$36,743
1/01/2022	Police Cadet P/T	PTEANB	40	$15.26	$31,749
	Scheduled minimum wage adjustment			$16.02	$33,327
				$16.82	$34,993
				$17.66	$36,743
				$18.55	$38,580
3/27/2021	Police Chief	K&M	02B	$83.69	$174,082
				$104.61	$217,584
				$125.52	$261,088
3/27/2021	Police Chief, Assistant	K&M	03A	$90.35	$187,936
				$94.88	$197,348
				$99.62	$207,218
				$104.61	$217,593
				$109.83	$228,450
3/28/2020	Police Civilian Custody Supervisor	NBPA	15B	$36.78	$76,499
				$38.62	$80,329
				$40.54	$84,332
				$42.56	$88,531
				$44.72	$93,010
				$46.94	$97,641
				$49.29	$102,532
				$51.75	$107,639
3/28/2020	Police Civilian Investigator	NBPA	43A	$29.09	$60,506
				$30.56	$63,558
				$32.09	$66,739
				$33.68	$70,050
				$35.36	$73,556
				$37.13	$77,234
				$38.97	$81,065
				$40.94	$85,155
3/28/2020	Police Civilian Supervisor	NBPA	15	$36.78	$76,499
				$38.62	$80,329
				$40.54	$84,332
				$42.56	$88,531
				$44.72	$93,010
				$46.94	$97,641
				$49.29	$102,532
				$51.75	$107,639
3/28/2020	Police Community Services Officer	NBPA	05	$22.09	$45,943
				$23.17	$48,193
				$24.35	$50,638
				$25.56	$53,170
				$26.82	$55,789
				$28.17	$58,602
				$31.05	$64,575
				$32.61	$67,821
				$34.26	$71,262
6/20/2020	Police Community Services Officer P/T	PTEANB	05C	$21.91	$45,567
				$22.99	$47,828
				$24.14	$50,218
				$25.35	$52,738

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				$26.64	$55,408
				$27.95	$58,143
				$29.35	$61,050
				$30.82	$64,108
				$32.36	$67,317
				$33.99	$70,697
3/28/2020	Police Community Services Officer, Senior	NBPA	40	$28.16	$58,578
				$29.57	$61,507
				$31.05	$64,582
				$32.60	$67,812
				$34.23	$71,202
				$35.94	$74,762
				$37.74	$78,500
				$39.63	$82,425
3/28/2020	Police Computer Systems Manager	NBPA	25	$52.08	$108,331
				$54.69	$113,763
				$57.42	$119,433
				$60.30	$125,427
				$63.29	$131,638
				$66.48	$138,282
				$69.80	$145,185
				$73.28	$152,413
3/28/2020	Police Crime Analyst, Senior	NBPA	87	$31.71	$65,960
				$33.33	$69,336
				$34.99	$72,777
				$38.56	$80,199
				$40.50	$84,246
				$42.52	$88,444
				$44.65	$92,880
3/28/2020	Police Crime Prevention Specialist	NBPA	21	$30.11	$62,627
				$31.63	$65,787
				$33.20	$69,054
				$34.87	$72,538
				$36.62	$76,174
				$38.45	$79,983
				$40.36	$83,943
				$42.40	$88,184
3/28/2020	Police Crime Scene Investigator	NBPA	43	$29.09	$60,506
				$30.56	$63,558
				$32.09	$66,739
				$33.68	$70,050
				$35.36	$73,556
				$37.13	$77,234
				$38.97	$81,065
				$40.94	$85,155
3/28/2020	Police Crime Scene Investigator, Senior	NBPA	86	$31.46	$65,440
				$33.03	$68,708
				$34.68	$72,127
				$36.38	$75,676
				$38.22	$79,506
				$40.13	$83,467
				$42.15	$87,665
				$44.26	$92,058

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3/28/2020	Police Custody Officer	NBPA	55	$27.62	$57,455
				$29.03	$60,377
				$30.45	$63,341
				$31.99	$66,544
				$35.27	$73,361
				$37.02	$76,996
				$38.88	$80,870
03/28/2020	Police Dispatcher	NBPA	70	$28.15	$58,559
				$29.57	$61,502
				$31.04	$64,553
				$32.59	$67,777
				$34.24	$71,218
				$35.94	$74,746
				$37.74	$78,489
				$39.62	$82,406
06/20/2020	Police Dispatcher P/T	PTEANB	70A	$27.95	$58,143
				$29.36	$61,071
				$30.83	$64,130
				$32.37	$67,338
				$34.00	$70,719
				$35.70	$74,251
				$37.48	$77,955
				$39.35	$81,852
03/28/2020	Police Dispatcher, Senior	NBPA	99	$32.38	$67,345
				$33.99	$70,699
				$35.68	$74,205
				$37.48	$77,949
				$39.36	$81,865
				$41.31	$85,934
				$43.37	$90,218
				$45.55	$94,741
03/28/2020	Police Electronics Specialist	NBPA	05A	$35.46	$73,750
				$37.24	$77,451
				$39.10	$81,324
				$41.06	$85,414
3/28/2020	Police Emergency Services Coordinator	NBPA	04	$36.67	$76,282
				$38.48	$80,048
				$40.38	$83,986
				$42.42	$88,228
				$44.57	$92,707
				$46.77	$97,273
				$49.10	$102,121
				$51.57	$107,271
3/28/2020	Police Fiscal Services/Facilities Manager	NBPA	03	$42.08	$87,535
				$44.19	$91,906
				$46.39	$96,494
				$48.70	$101,298
				$51.16	$106,406
				$53.72	$111,729
				$56.41	$117,334
				$59.19	$123,112
3/28/2020	Police Information Technology Analyst	NBPA	61	$36.84	$76,629
				$38.69	$80,480

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$40.61	$84,462
				$42.63	$88,661
				$44.78	$93,140
				$47.01	$97,771
				$49.37	$102,683
				$51.82	$107,790
3/28/2020	Police Information Technology Coordinator	NBPA	02A	$43.14	$89,721
				$45.29	$94,200
				$47.57	$98,940
				$49.92	$103,830
				$52.45	$109,089
				$55.05	$114,499
				$57.80	$120,234
				$60.70	$126,250
3/27/2021	Police Lieutenant	PMA	65	$58.86	$122,438
				$61.82	$128,583
				$64.90	$134,992
				$68.13	$141,712
				$71.55	$148,818
				$75.12	$156,258
				$78.89	$164,083
				$82.83	$172,292
3/28/2020	Police Mechanic I	NBPA	17	$22.99	$47,825
				$24.12	$50,162
				$25.32	$52,672
				$26.60	$55,334
				$27.93	$58,104
				$29.35	$61,047
				$30.82	$64,099
				$32.34	$67,258
3/28/2020	Police Mechanic Ii	NBPA	18	$26.62	$55,377
				$27.95	$58,126
				$29.37	$61,091
				$30.85	$64,164
				$32.38	$67,345
				$33.99	$70,699
				$35.68	$74,205
				$37.48	$77,949
3/28/2020	Police Mechanic, Senior	NBPA	19	$29.37	$61,091
				$30.85	$64,164
				$32.38	$67,345
				$34.00	$70,721
				$35.68	$74,205
				$37.48	$77,949
				$39.36	$81,865
				$41.31	$85,934
3/28/2020	Police Officer	NBPA	15A	$33.82	$70,353
				$35.53	$73,902
				$37.30	$77,580
				$39.18	$81,498
				$41.14	$85,566
				$43.17	$89,786
				$47.48	$98,766

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				$49.86	$103,700
				$52.35	$108,894
				$54.97	$114,347
				$57.72	$120,060
03/28/2020	Police Rangemaster- Armorer	NBPA	45	$27.44	$57,065
				$28.80	$59,900
				$30.27	$62,952
				$31.76	$66,068
				$33.37	$69,401
				$35.01	$72,820
				$36.77	$76,477
				$38.59	$80,264
3/28/2020	Police Recruit	NBPA	07	$30.63	$63,709
6/20/2020	Police Reserve P/T	PTEANB	01A	$24.40	$50,749
				$25.62	$53,286
				$26.90	$55,950
				$28.24	$58,748
				$29.66	$61,685
				$31.14	$64,770
				$32.70	$68,008
				$34.33	$71,408
3/27/2021	Police Sergeant	PMA	40	$50.08	$104,172
				$52.60	$109,405
				$55.24	$114,902
				$57.99	$120,614
				$60.88	$126,639
				$63.92	$132,951
				$67.13	$139,624
				$70.46	$146,561
3/28/2020	Police Station Officer	NBPA	52A	$27.51	$57,217
				$28.88	$60,074
				$30.34	$63,103
				$31.85	$66,241
				$33.45	$69,574
				$35.12	$73,058
				$36.88	$76,715
				$38.72	$80,545
12/19/2020	Police Support Services Administrator	K&M	28	$71.64	$149,003
				$75.22	$156,452
				$78.98	$164,283
				$82.92	$172,472
				$87.06	$181,091
12/19/2020	Pool Lifeguard P/T	PTEANB	80	$14.04	$29,201
				$14.74	$30,665
				$15.47	$32,172
				$16.25	$33,809
				$17.07	$35,500
6/19/2021	Pool Lifeguard P/T	PTEANB	80	$14.28	$29,712
	1.75% scheduled salary adjustment			$15.00	$31,202
				$15.74	$32,736
				$16.54	$34,401
				$17.37	$36,121
1/01/2022	Pool Lifeguard P/T	PTEANB	80	$15.00	$31,202

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Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
	Scheduled minimum wage adjustment			$15.74	$32,736
				$16.54	$34,401
				$17.37	$36,121
				$18.23	$37,927
6/20/2020	Pool Lifeguard, Senior P/T	PTEANB	86	$19.35	$40,248
				$20.33	$42,293
				$21.34	$44,383
				$22.42	$46,643
				$23.57	$49,034
6/20/2020	Pool Swim Instructor P/T	PTEANB	85A	$15.77	$32,797
				$16.56	$34,455
				$17.39	$36,178
				$18.25	$37,965
				$19.16	$39,860
12/19/2020	Pool Swim Instructor Trainee P/T	PTEANB	01	$14.00	$29,120
1/01/2022	Pool Swim Instructor Trainee P/T	PTEANB	01	$15.00	$31,200
	Scheduled minimum wage adjustment				
12/19/2020	Public Information Manager	K&M	14	$64.96	$135,108
				$68.22	$141,888
				$71.64	$149,003
				$75.21	$156,428
				$78.95	$164,211
12/19/2020	Public Information Specialist	K&M	07B	$32.06	$66,682
				$33.65	$70,001
				$35.36	$73,558
				$37.10	$77,164
				$38.97	$81,055
				$40.92	$85,114
				$43.00	$89,435
				$45.12	$93,852
06/19/2021	Public Works Crew Chief	LEAGUE	25	$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.38	$86,071
				$43.44	$90,357
12/19/2020	Public Works Director	K&M	15G	$78.44	$163,161
				$98.05	$203,939
				$117.65	$244,717
12/19/2020	Public Works Deputy Director, City Engineer	K&M	29A	$86.18	$179,253
				$90.49	$188,229
				$95.01	$197,612
				$99.76	$207,496
				$104.75	$217,882
12/19/2020	Public Works Deputy Director, Municipal Operations	K&M	17B	$73.50	$152,871
				$77.13	$160,439
				$81.00	$168,485
				$85.05	$176,913
				$89.32	$185,794
12/19/2020	Public Works Finance & Administrative Manager	K&M	14A	$64.96	$135,108
				$68.22	$141,888

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				$71.64	$149,003
				$75.21	$156,428
				$78.95	$164,211
12/19/2020	Public Works Inspector I	PROF/TECH	33	$33.36	$69,380
				$35.01	$72,819
				$36.77	$76,471
				$38.64	$80,363
				$40.53	$84,302
				$42.56	$88,528
				$44.69	$92,945
				$46.93	$97,624
12/19/2020	Public Works Inspector Ii	PROF/TECH	36A	$35.84	$74,538
				$37.65	$78,309
				$39.53	$82,225
				$41.52	$86,355
				$43.58	$90,653
				$45.75	$95,165
				$48.04	$99,916
				$50.45	$104,930
12/19/2020	Public Works Inspector, Senior	PROF/TECH	44	$38.53	$80,148
				$40.45	$84,135
				$42.50	$88,409
				$44.60	$92,778
				$46.85	$97,457
				$49.14	$102,208
				$51.66	$107,461
				$54.23	$112,809
12/19/2020	Public Works Specialist	CEA	57A	$29.50	$61,358
				$30.97	$64,414
				$32.53	$67,661
				$34.14	$71,004
				$35.85	$74,561
				$37.68	$78,381
				$39.53	$82,225
				$41.54	$86,403
06/19/2021	*Public Works Supervisor*	LEAGUE	55C	$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
				$47.85	$99,523
				$50.26	$104,547
6/20/2020	Public Works Technical Aide P/T	PTEANB	75	$16.70	$34,735
				$17.58	$36,566
				$18.45	$38,374
				$19.34	$40,226
				$20.32	$42,272
12/19/2020	Purchasing & Contracts Administrator	K&M	19A	$45.28	$94,186
				$47.53	$98,866
				$49.94	$103,880
				$52.40	$108,989
				$55.05	$114,503

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$57.79	$120,210
				$60.69	$126,226
				$63.74	$132,577
06/19/2021	Real Property Administrator	*K&M*	99B	*$45.28*	*$94,186*
				$47.53	*$98,866*
				$49.94	*$103,880*
				$52.40	*$108,989*
				$55.05	*$114,503*
				$57.79	*$120,210*
				$60.69	*$126,226*
				$63.74	*$132,577*
12/19/2020	Records Specialist	CEA	76	$30.34	$63,101
				$31.85	$66,253
				$33.44	$69,547
				$35.09	$72,985
				$36.86	$76,662
				$38.68	$80,458
				$40.66	$84,564
				$42.63	$88,671
06/20/2020	Records Specialist P/T	PTEANB	17	$28.06	$58,358
				$29.45	$61,265
				$30.94	$64,345
				$32.48	$67,553
				$34.10	$70,934
				$35.81	$74,487
				$37.60	$78,213
				$39.48	$82,111
12/19/2020	Recreation & Senior Services Director	K&M	11D	$74.21	$154,351
				$92.76	$192,933
				$111.31	$231,515
12/19/2020	Recreation & Senior Services Deputy Director	K&M	15	$69.94	$145,469
				$73.44	$152,751
				$77.10	$160,367
				$80.96	$168,389
				$85.01	$176,817
6/19/2021	*Recreation & Senior Services Manager*	K&M	05A	$52.00	$108,153
				$54.59	$113,549
				$57.35	$119,279
				$60.23	$125,272
				$63.21	$131,479
12/19/2020	Recreation Coordinator	CEA	05A	$28.05	$58,350
				$29.46	$61,287
				$30.92	$64,319
				$32.51	$67,614
				$34.11	$70,956
				$35.82	$74,514
				$37.64	$78,285
				$39.47	$82,105
6/20/2020	Recreation Coordinator P/T	PTEANB	56	$27.28	$56,752
				$28.66	$59,608
				$30.08	$62,557
				$31.62	$65,762
				$33.18	$69,013

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$34.84	$72,473
				$36.61	$76,141
				$38.39	$79,857
12/19/2020	Recreation Coordinator, Assistant	CEA	07A	$23.05	$47,941
				$24.20	$50,328
				$25.41	$52,859
				$26.66	$55,461
				$28.02	$58,279
				$29.42	$61,191
				$30.90	$64,271
				$32.44	$67,470
6/20/2020	Recreation Coordinator, Assistant P/T	PTEANB	06	$21.32	$44,339
				$22.38	$46,557
				$23.51	$48,904
				$24.68	$51,338
				$25.91	$53,901
				$27.20	$56,571
				$28.56	$59,413
				$29.97	$62,342
12/19/2020	Recreation Leader P/T	PTEANB	45	$14.45	$30,062
				$15.14	$31,483
				$15.92	$33,120
				$16.72	$34,776
				$17.56	$36,515
06/19/2021	Recreation Leader P/T	PTEANB	45	$14.71	$30,588
	1.75% scheduled salary adjustment			$15.40	$32,034
				$16.20	$33,700
				$17.01	$35,385
				$17.86	$37,154
01/01/2022	Recreation Leader P/T	PTEANB	45	$15.40	$32,034
	Scheduled minimum wage adjustment			$16.20	$33,700
				$17.01	$35,385
				$17.86	$37,154
				$18.76	$39,012
06/20/2020	Recreation Leader, Senior P/T	PTEANB	55A	$16.70	$34,735
				$17.58	$36,566
				$18.45	$38,374
				$19.34	$40,226
				$20.32	$42,272
12/19/2020	Recreation Supervisor	CEA	04	$32.79	$68,203
				$34.44	$71,645
				$36.15	$75,188
				$37.95	$78,933
				$39.87	$82,932
				$41.84	$87,032
				$43.97	$91,461
				$46.16	$96,016
6/20/2020	Recreation Supervisor P/T	PTEANB	04A	$31.19	$64,883
				$32.77	$68,156
				$36.10	$75,090
				$37.92	$78,880
				$39.80	$82,778
				$41.83	$86,999

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$43.91	$91,327
12/19/2020	Revenue Auditor	PROF/TECH	59	$36.29	$75,492
				$38.15	$79,360
				$40.04	$83,275
				$42.00	$87,358
				$44.12	$91,775
				$46.35	$96,406
				$48.65	$101,182
				$51.08	$106,243
12/19/2020	Revenue Manager	K&M	16D	$68.23	$141,912
				$71.65	$149,027
				$75.23	$156,476
				$78.99	$164,307
				$82.91	$172,448
6/20/2020	Review Officer P/T	PTEANB	95	$33.60	$69,879
				$35.26	$73,346
				$37.02	$77,007
				$38.89	$80,883
12/19/2020	Senior Services Shuttle Driver	LEAGUE	10	$21.93	$45,619
				$23.00	$47,833
				$24.20	$50,333
				$25.40	$52,833
				$26.65	$55,428
				$27.98	$58,190
				$29.38	$61,119
06/20/2020	Senior Services Shuttle Driver P/T	PTEANB	05D	$20.64	$42,940
				$21.64	$45,007
				$22.78	$47,376
				$23.91	$49,723
				$25.11	$52,221
				$26.33	$54,762
				$27.65	$57,518
				$29.07	$60,468
12/19/2020	Storm Drain/Street Sweeping Crew Chief	LEAGUE	25E	$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.38	$86,071
				$43.44	$90,357
12/19/2020	Storm Drain/Street Sweeping Supervisor	LEAGUE	55F	$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
				$47.85	$99,523
				$50.26	$104,547
12/19/2020	Student Aide P/T	PTEANB	70B	$14.35	$29,847
				$15.06	$31,333
				$15.81	$32,883
				$16.60	$34,519

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$17.43	$36,246
				$18.30	$38,058
6/19/2021	Student Aide P/T	PTEANB	70B	$14.60	$30,369
	1.75% scheduled salary adjustment			$15.33	$31,881
				$16.09	$33,458
				$16.89	$35,123
				$17.73	$36,880
				$18.62	$38,724
1/01/2022	Student Aide P/T	PTEANB	70B	$15.33	$31,881
	Scheduled minimum wage adjustment			$16.09	$33,458
				$16.39	$35,123
				$17.73	$36,880
				$18.62	$38,724
				$19.55	$40,660
6/19/2021	Superintendent	K&M	10C	$58.84	$122,383
				$61.76	$128,471
				$64.88	$134,941
				$68.12	$141,697
				$71.53	$148,788
6/20/2020	Support Services Aide P/T	PTEANB	50B	$21.67	$45,072
				$22.77	$47,354
				$23.88	$49,680
				$25.11	$52,221
				$26.34	$54,784
				$27.65	$57,518
				$29.05	$60,426
				$30.48	$63,397
12/19/2020	Systems And Administration Manager	K&M	07A	$55.05	$114,503
				$57.79	$120,210
				$60.69	$126,226
				$63.72	$132,529
				$66.92	$139,190
12/19/2020	Traffic Engineer Technician	PROF/TECH	37A	$33.40	$69,476
				$35.05	$72,914
				$36.80	$76,543
				$38.66	$80,411
				$40.63	$84,517
				$44.78	$93,136
				$47.02	$97,791
12/19/2020	Traffic Engineer Technician, Senior	PROF/TECH	48	$35.07	$72,938
				$36.83	$76,614
				$38.68	$80,458
				$40.62	$84,493
				$42.63	$88,671
				$44.78	$93,136
				$47.02	$97,791
				$49.37	$102,686
12/19/2020	Utilities Crew Chief	LEAGUE	25G	$30.85	$64,166
				$32.41	$67,404
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$41.38	$86,071
				$43.44	$90,357
12/19/2020	Utilities Director	K&M	11F	$74.21	$154,351
				$92.76	$192,933
				$111.31	$231,515
12/19/2020	Utilities Scada Coordinator	LEAGUE	03	$33.08	$68,809
				$34.74	$72,262
				$36.48	$75,880
				$38.28	$79,619
				$40.24	$83,690
				$42.23	$87,833
				$44.36	$92,261
				$46.57	$96,857
12/19/2020	Utilities Specialist	LEAGUE	60	$25.57	$53,190
				$26.87	$55,881
				$28.19	$58,642
				$29.60	$61,571
				$31.07	$64,619
				$34.27	$71,285
				$35.99	$74,857
06/20/2020	Utilities Specialist P/T	PTEANB	60	$24.98	$51,963
				$26.25	$54,591
				$27.54	$57,289
				$28.92	$60,150
				$30.35	$63,127
				$31.92	$66,384
				$33.48	$69,640
				$35.16	$73,129
12/19/2020	Utilities Specialist, Senior	LEAGUE	01	$27.48	$57,166
				$28.87	$60,047
				$30.31	$63,047
				$31.82	$66,190
				$33.42	$69,523
				$35.10	$72,999
				$36.85	$76,642
				$38.68	$80,452
12/19/2020	Utilities Supervisor	LEAGUE	55	$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
				$47.85	$99,523
				$50.26	$104,547
12/19/2020	Water Conservation Coordinator	PROF/TECH	40	$37.38	$77,761
				$39.26	$81,652
				$41.20	$85,687
				$43.25	$89,960
				$45.45	$94,545
				$47.70	$99,224
				$50.07	$104,142
				$52.63	$109,466
12/19/2020	Water Production Operator	LEAGUE	26	$32.41	$67,404

Proposed City of Newport Beach Citywide Salary Schedule

approved by the governing body

June 8, 2021

Effective Date	Position Title	Emp Grp	Grade	Hourly Rate[1]	Annual Rate[2]
				$34.01	$70,738
				$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
12/19/2020	Water Production Supervisor	LEAGUE	65B	$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
				$47.85	$99,523
				$50.26	$104,547
				$52.78	$109,785
12/19/2020	Water Quality Coordinator	LEAGUE	55B	$35.69	$74,238
				$37.51	$78,023
				$39.39	$81,928
				$41.37	$86,047
				$43.44	$90,357
				$45.59	$94,833
				$47.85	$99,523
				$50.26	$104,547

[1]Hourly rates rounded to nearest hundredths from ten thousandths.

[2]Annual rates are rounded to the nearest dollar.

[3]The Lifeguard Cadet pay rate is tied to the Lifeguard Trainee pay rate. Trainee updates with the minimum wage and Cadet receives $2.00 more per hour.

Note: Not all part-time positions or employees are represented.

*Y-Rated 10/27/2018 from Harbor Resources Manager

MINIMUM WAGE ADJUSTMENTS

Adjustments will be applied to all positions affected by the State of California's minimum wage laws. The minimum wage is scheduled to increase January 1, 2022 to $15 per hour at which time the pay rates for the following positions will be adjusted accordingly.

GIS Technical Aide: This is an eight-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.16) the minimum step in the salary range effective 1/1/2022. One additional step will be added as Step 8 at 5% higher than Step 7. New range $15.16 - $21.31.

Library Page: This is a six-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.33) the minimum step in the salary range effective 1/1/2022. One additional step will be added as Step 6 at 5% higher than Step 5. New range $15.33 - $19.52.

Ocean Lifeguard Trainee: This is a one-step position set at the minimum wage. Therefore, it will be scheduled to adjust from $14.00 per hour to $15.00 per hour effective 1/1/2022.

Ocean Lifeguard Cadet: This position receives $2.00 more per hour than the Ocean Lifeguard Trainee position. As such, when the Ocean Lifeguard Trainee adjusts to $15.00 per hour effective 1/1/2022, this one-step position will change to $17.00 per hour.

Maintenance Aide: This is a five-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.00) the minimum step in the salary range effective 1/1/2022. One additional step will be added as Step 5 at 5% higher than Step 4. New range $15.00 - $18.23.

Police Cadet: This is a five-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.26) the minimum step in the salary range. One additional step will be added as Step 5 at 5% higher than Step 4. New range $15.26 - $18.55.

Pool Lifeguard: This is a five-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.00) the minimum step in the salary range effective 1/1/2022. One additional step will be added as Step 5 at 5% higher than Step 4. New range $15.00 - $18.23.

Pool Swim Instructor Trainee: This is a one-step position set at the minimum wage. Therefore, it will be scheduled to adjust from $14.00 per hour to $15.00 per hour effective 1/1/2022.

Recreation Leader: This is a five-step position. Following the 1.75% salary adjustment on 6/19/2021, Step 1 will be eliminated, rendering Step 2 ($15.40) the minimum step in the salary range effective 1/1/2022. One additional step will be added as Step 5 at 5% higher than Step 4. New range $15.40 - $18.76.

Student Aide: This is a six-step position. Step 1 will be eliminated, rendering Step 2 ($15.06) the minimum step in the salary range. One additional step will be added as Step 6, with a 5% differential from Step 5. New range $15.06 - $19.22.

Attachment C

Budget Amendment No. 21-045

City of Newport Beach
BUDGET AMENDMENT
2020-21

BA#: 21-045

Department: Finance

Requestor: Scott Catlett

ONE TIME: ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

Approvals

Finance Director: Date 5/27/21

City Clerk: Date

EXPLANATION FOR REQUEST:

To restore Fiscal Year 2020-21 tiered budget reductions in General Fund Capital Projects, Tidelands Harbor Capital Fund, Facilities Financing Plan Fund, and the Neighborhood Enhancement Fund.

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

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
012	01299	691010		INTERFUND TRANSFERS - TRANSFER IN GENERAL FUND	1,537,059.00
101	10199	691010		INTERFUND TRANSFERS - TRANSFER IN GENERAL FUND	4,500,000.00
513	51399	691010		INTERFUND TRANSFERS - TRANSFER IN GENERAL FUND	8,500,000.00
536	53699	691010		INTERFUND TRANSFERS - TRANSFER IN GENERAL FUND	2,339,014.00
				Subtotal	$ 16,876,073.00

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
010	01099	991012		GENERAL FUND INTERFUND TRANSFR - TRANSFER OUT CIP FUND	1,537,059.00
010	01099	991101		GENERAL FUND INTERFUND TRANSFR - TRANSFER OUT TIDELAND HARBR CA	4,500,000.00
010	01099	991513		GENERAL FUND INTERFUND TRANSFR - TRANSFER OUT FFP	8,500,000.00
010	01099	991536		GENERAL FUND INTERFUND TRANSFR - TRANSFER OUT NBR ENHANCEMENT	2,339,014.00
				Subtotal	$ 16,876,073.00

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) $
010	300000	GENERAL FUND - FUND BALANCE CONTROL	(16,876,073.00)
012	300000	GENERAL FUND CAPITAL PROJECTS - FUND BALANCE CONTROL	1,537,059.00
101	300000	TIDELANDS HARBOR CAP FUND - FUND BALANCE CONTROL	4,500,000.00
513	300000	FACILITIES FINANCING PLAN - FUND BALANCE CONTROL	8,500,000.00
536	300000	NEIGHBORHOOD ENHANCEMENT - FUND BALANCE CONTROL	2,339,014.00
			-
		Subtotal	$ -

No Change In Fund Balance

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 20

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Seimone Jurjis, Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov
PREPARED BY: **PHONE:**	Makana Nova, Senior Planner, mnova@newportbeachca.gov 949-644-3249
TITLE:	Resolution No. 2021-58: An Extension of Emergency Temporary Use Permits Issued to Businesses Due to State COVID-19 Restrictions (PA2020-069)

ABSTRACT:

For the City Council's consideration is a request to extend emergency temporary use permits ("ETUPs") through September 6, 2021, if Emergency Ordinance No. 2020-005 is terminated or repealed. This would allow for commercial uses (such as outdoor dining) and institutional uses to continue to utilize private property, parking lots, sidewalks, and public property as approved through the Back to Business program.

Thereafter, ETUP holders who wish to continue their permitted outdoor uses could apply for a limited-term permit which would be reviewed on an individual basis. This resolution also proposes to waive application fees for limited-term permits requested by ETUP holders.

RECOMMENDATION:

a) Conduct a public hearing;

b) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines under Class 1 (Existing Facilities), because this project has no potential to have a significant effect on the environment; and

c) Adopt Resolution No. 2021-58, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing an Extension of Emergency Temporary Use Permits Issued to Commercial and Institutional Uses for the Use of Private Property, Parking Lots, Sidewalks, and Public Property in the City of Newport Beach (PA2020-069).*

DISCUSSION:

Back to Business Program

The Back to Business program was adopted on May 26, 2020, through Emergency Ordinance No. 2020-005 (Attachment B), which authorized the issuance of ETUPs during the COVID-19 pandemic to allow commercial businesses or religious institutions the opportunity to expand their use and utilize parking lots, sidewalks or public property. The application process incorporated an expedited review by City of Newport Beach ("City") departments, ensuring the timely expansion of uses in a safe manner and minimizing impacts to the surrounding properties.

ETUP Extension

The attached resolution would extend existing ETUPs through September 6, 2021, and allow permit holders to continue to utilize private property, parking lots, sidewalks, and public property pursuant to the previous Emergency Ordinance No. 2020-005. The proposed extension of ETUPs would provide a transition period as restaurants and other commercial/institutional uses recover from the effects of the COVID-19 pandemic, continue operations per industry guidance, and recover economic costs caused by closures.

Thereafter, ETUP holders could then apply for a limited-term permit to continue to authorize their use. Applications would be reviewed on an individual basis based on the merits of the location, availability of parking, and land use compatibility. Applications could be approved administratively for durations less than 90 days or for up to a one-year duration through a public hearing process with Zoning Administrator approval.

This resolution also proposes to waive application fees for limited-term permits requested by ETUP holders. The current fees are $592 for less than 90 days and $1,994 for requests up to a one-year term. For requests that propose a term of 90 days to one year, a $497 public notice fee is required to defray the administrative costs of preparing and mailing the notice and the costs of publishing the notice in the newspaper.

Existing ETUPs

To date, approximately 114 commercial and institutional establishments have had ETUPs authorized. Approximately 22 establishments have improvements authorized within the public right-of-way, 18 establishments have improvements authorized in public parking or park areas, and the remaining establishments have improvements authorized on private property or in private parking areas.

Many ETUP locations, particularly restaurants with outdoor dining, have expressed an interest in making their improvements permanent. The proposed resolution is not intended to legalize existing outdoor dining improvements, but rather to be "a bridge" to create a path to establish permanent outdoor dining, where appropriate and subject to a public hearing.

Parking Challenges

The primary challenge to establish more permanent outdoor dining is that private parking lots for restaurants and outdoor dining are constrained by Zoning Code required parking. The current parking requirement for food service uses is one parking space per 30 to 50 square feet of net public area (customer service areas) including outdoor dining areas exceeding 25 percent of the interior net public area or 1,000 square feet, whichever is less. Most existing restaurants are designed to comply with this requirement or have parking waivers and do not provide surplus parking to expand their land use.

Parking Study

The City has initiated a study and code amendment related to parking for land uses authorized under the Zoning Code. In addition to considering amendments to the methodology and parking ratio for restaurants, the project will examine incentives and parking reductions for rideshare and bicycle facilities, curbside management strategies, and the potential for parking management districts in the City's primary activity nodes. It is expected that the project will likely result in modified or reduced parking requirements for many restaurants, which, in turn, could facilitate the establishment of permanent outdoor dining facilities.

The parking update is expected to be completed in two phases. The initial phase will focus on restaurant parking requirements and rideshare and bicycle facility incentives/ reductions. Findings are expected to be presented to the City Council by the end of the calendar year. The second phase, which focuses on curbside management and parking management districts, requires more in-depth analysis and outreach and is expected to be completed mid-year of 2022. It is important to note that for properties located in the coastal zone, any Zoning Code amendments would then require a Local Coastal Program amendment reviewed by the California Coastal Commission before revised parking ratios in these areas could become effective. Therefore, the overall amendment process is anticipated to take 18 to 24 months.

In the interim, staff is recommending a limited-term permit application for ETUP holders wishing to continue with their exterior uses and bridging the gap between the proposed September 6, 2021 extension until a code amendment could be approved and effective. The merits of each application would be reviewed on an individual basis.

Once a code amendment is effective, limited-term permit holders wishing to establish permanent outdoor dining improvements would then have the opportunity to amend their conditional use permits to meet the new parking requirements or to submit a parking study for a CUP and parking waiver. For improvements in the public right-of-way, applicants could also apply for a Sidewalk Café Permit. It is anticipated that outdoor dining design and processing guidelines will be developed to ensure permanent outdoor facilities are aesthetically integrated and do not negatively impact surrounding uses.

Path Toward Permanent Outdoor Dining

For outdoor dining located within the public right-of-way, Council Policy L-21 (Sidewalk Café Standards and Procedures) may be used to authorize outdoor dining on public sidewalks. The Sidewalk Café permit is reviewed and approved by the Public Works Department. Properties located within the coastal zone would also require a Coastal Development Permit ("CDP"). Further review of the policy will be conducted by staff to ensure it provides the maximum opportunities for businesses.

Existing ETUPs have varied circumstances best discussed by geographic area:

- **Airport Area** – Most ETUP locations are within private parking areas and are constrained by code-required parking. Permanent dining areas depend on a Zoning Code amendment to reduce parking requirements and an amendment to existing use permits.

- **Balboa Island** – The majority of ETUP improvements in this area are located in sidewalk areas along Marine Avenue. Continued use of Marine Avenue may be approved through the Sidewalk Café permit, but maintaining ADA clearances on the public sidewalk would take priority. A CDP would also be required for expanded dining in this area.

- **Balboa Pier** – Most ETUPs issued in the Balboa Pier area are located in the street or on public park property and would likely need to be removed following the conclusion of the Back to Business program. Some improvements in the Peninsula Park area are located within the California Coastal Commission's permit jurisdiction under the adopted Local Coastal Program. These locations pose long-term coastal access and public recreation conflicts which would make the feasibility of permanent private improvements unlikely.

- **Corona del Mar** – ETUP approvals in Corona del Mar include a mix of improvements in the public right-of-way and on private property parking areas, which are constrained by code-required parking. For improvements in the public right-of-way, a Sidewalk Café permit is required from Public Works. ETUP locations within private parking areas depend on a Zoning Code amendment to reduce parking requirements and amendments to existing use permits. All properties located in the coastal zone may require a CDP (generally the south side of West Coast Highway).

- **Irvine Company Shopping Centers** - Most locations are in private parking areas constrained by code-required parking and depend on a Zoning Code amendment to reduce parking requirements and amend existing use permits.

- **Newport Pier** – Improvements in this area primarily occur on public property or public parking areas. Improvements in pedestrian alleys could be permitted through a Sidewalk Café permit in accordance with Council Policy L-21. The majority of the Newport Pier public parking area falls within the California Coastal Commission's permit jurisdiction under the adopted Local Coastal Program. Removing the availability of public parking on a permanent basis may pose a conflict with coastal access in this area. If a program is developed and approved by the California Coastal Commission that would permanently eliminate public parking spaces for outdoor dining use, then the City will need to enter into agreements with business tenants to reimburse the City for loss of parking revenue and the use of the public space.

- **Mariners' Mile** – Most ETUP locations are within private parking areas constrained by code-required parking. Permanent dining areas depend on a Zoning Code amendment to reduce parking requirements and amend existing use permits. Many properties are located in the coastal zone and may also require a CDP.

- **Peninsula/Lido** – ETUP approvals on the Balboa Peninsula and Lido Village area include a mix of improvements in the public right-of-way and on private property parking areas. For improvements in the public right-of-way, a Sidewalk Café permit is required from Public Works. ETUP locations within private parking areas are constrained by code-required parking and depend on a Zoning Code amendment to reduce parking requirements and amend existing use permits. All properties are located in the coastal zone may require a CDP.

- **West Newport** – All ETUP locations in West Newport are within private parking areas constrained by code-required parking. Permanent dining areas depend on a Zoning Code amendment to potentially reduce parking requirements and amend existing use permits to accommodate expanded patio areas. Properties are located in the coastal zone and will require a CDP.

- **Others** - Most ETUP locations are within private parking areas constrained by code-required parking. Permanent dining areas depend on a Zoning Code amendment to reduce parking requirements and an amendment to existing use permits. Properties located in the coastal zone may also require a CDP.

Summary

In summary, this resolution proposes an automatic extension of ETUPs through September 6, 2021. Thereafter, ETUP holders could apply for a limited-term permit. Limited-term permits will be reviewed based on their individual merits. Consideration will be taken for the proximity to residential uses, the hours of operations, noise and parking impacts. The City's review will focus on finding a balance to minimize impacts to residential uses. Limited-term permits are discretionary applications that are subject to review and approval by the Community Development Director or the Zoning Administrator for applications greater than 90 days subject to a public hearing. Any decision by the Community Development Director or the Zoning Administrator can be appealed to the Planning Commission within 14 days of the decision.

If a code amendment to amend parking ratios for land uses is adopted in the future by the City Council, then ETUP holders constrained by existing parking requirements may apply for an amendment to their existing use permit on an individual basis. Amendments to use permits are discretionary and subject to review by the Planning Commission.

FISCAL IMPACT:

This resolution proposes to waive application fees for limited-term permits requested by ETUP holders ($592 for requests less than 90 days and $1,994 for requests up to a one-year term). For requests that propose a term of 90 days to one year, applicants would still be responsible for the payment of a $497 public notice fee to defray the costs of the public notice. Depending on how many businesses apply for a limited-term permit, it is estimated that the cost of the fee waiver is $200,000 in lost revenue.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, under Class 1 (Existing Facilities) because it has no potential to have a significant effect on the environment. The project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This exemption includes additions to existing structures that will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less.

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. 2021-58
Attachment B – Emergency Ordinance No. 2020-005

Attachment A

Resolution No. 2021-58

RESOLUTION NO. 2021-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING AN EXTENSION OF EMERGENCY TEMPORARY USE PERMITS ISSUED TO COMMERCIAL AND INSTITUTIONAL USES FOR THE USE OF PRIVATE PROPERTY, PARKING LOTS, SIDEWALKS, AND PUBLIC PROPERTY IN THE CITY OF NEWPORT BEACH (PA2020-069)

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

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency in response to the COVID-19 outbreak;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for the broader spread of COVID-19 ("State of Emergency");

WHEREAS, on March 15, 2020, in response to the COVID-19 outbreak, Newport Beach City Manager Grace Leung, who is the Director of Emergency Services ("Director of Emergency Services") for the City, issued a Proclamation of Local Emergency ("Proclamation");

WHEREAS, on March 18, 2020, the Newport Beach City Council ("City Council") ratified the Proclamation and authorized the Director of Emergency Services to take certain actions to protect the health, safety, and welfare of the public;

WHEREAS, on May 26, 2020, the City Council adopted Emergency Ordinance No. 2020-005, authorizing the Community Development Director to grant emergency temporary use permits ("ETUP") to commercial and institutional uses to utilize private property, parking lots, sidewalks, and public property to continue operating during COVID-19;

WHEREAS, on July 29, 2020, the California Department of Public Health issued COVID-19 Industry Guidance for dine-in restaurants consisting of restaurants, brewpubs, craft distilleries, breweries, bars, pubs, and wineries to support a safe, clean environment for workers and customers including organization, sanitation, and social distancing guidelines;

WHEREAS, on June 15, 2021, Governor Newsom intends to end the Blueprint for a Safer Economy and reopen the economy as vaccination rates increase, vaccine supply is available to Californians 12 years or older, and infection and hospitalizations rates decline;

WHEREAS, at that time, businesses may return to usual operations subject to compliance with the Division of Occupational Safety and Health ("Cal OSHA") Emergency Temporary Standards on COVID-19 which continue to require physical distancing and use of outdoor air to reduce the transmission of COVID-19;

WHEREAS, it is essential that the City facilitate the steady reduction of COVID-19 while allowing the local economy to reopen to the fullest extent possible; and

WHEREAS, to help existing commercial businesses and private institutions operate in a safe manner where social distancing is maintained in accordance with guidance from the federal, state, and local health officials, it is necessary to temporarily allow business and institutional uses to continue to operate on private property, parking lots, sidewalks, and public property.

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

Section 1: If Emergency Ordinance No. 2020-005 is terminated or repealed prior to September 6, 2021, all existing and valid Emergency Temporary Use Permits ("ETUP") shall remain valid through September 6, 2021, subject to compliance with the conditions of approval and procedures established by Emergency Ordinance No. 2020-005.

Section 2: Upon expiration of the extension set forth in Section 1, ETUP permit holders may apply for a limited term permit to continue to use spaces authorized through an ETUP. Limited term permit application fees shall be waived with the exception of public noticing fees for any application that proposes a term of 90 days or longer.

Section 3: Except as expressly set forth herein, nothing contained in this resolution shall be deemed to waive any fees otherwise required by any other provision of law, including fees collected by the City on behalf of any other public agency or entity, nor otherwise waive compliance with any other applicable provisions of the NBMC or any other City ordinance, policy or regulation.

Section 4: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because the project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This exemption includes additions to existing structures that will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less.

Section 5: The recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution. Additionally, Emergency Ordinance No. 2020-005, adopted by the City Council on May 26, 2020, is attached hereto as Exhibit "A" and incorporated herein by reference to this resolution.

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

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 8th day of June, 2021.

Brad Avery
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment(s): Exhibit A - Emergency Ordinance No. 2020-005

EXHIBIT A

EMERGENCY ORDINANCE NO. 2020-005

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT EMERGENCY TEMPORARY USE PERMITS TO COMMERCIAL BUSINESSES AND RELIGIOUS INSTITUTIONS FOR THE UTILIZATION OF PRIVATE PROPERTY, PARKING LOTS, SIDEWALKS AND PUBLIC PROPERTY

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

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency, in response to the COVID-19 outbreak;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19 ("State of Emergency);

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 15, 2020, Governor Newsom called for all bars, wineries, nightclubs and brewpubs to close throughout the state, urged all seniors and people with chronic health conditions to isolate themselves at home, and for restaurants to reduce occupancy by half to keep people farther away from each other;

WHEREAS, on March 15, 2020, in response to the COVID-19 outbreak, Newport Beach City Manager Grace Leung, who is the Director of Emergency Services ("Director of Emergency Services") for the City, issued a Proclamation of Local Emergency ("Proclamation");

WHEREAS, on March 18, 2020, the Newport Beach City Council ratified the Proclamation and authorized the Director of Emergency Services to take certain actions to protect the health, safety, and welfare of the public;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, requiring all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sectors ("Stay at Home Order");

WHEREAS, on March 19, 2020 the Federal Cybersecurity and Infrastructure Security Agency issued guidance identifying 14 critical infrastructure sectors whose workers provide services and functions that are essential to support a strong response to the COVID-19 outbreak;

WHEREAS, on April 14, 2020, Governor Newsom outlined six factors that the State of California would consider when modifying the Stay at Home Order including: (1) the ability to test, contact trace, isolate, and support the exposed; (2) the ability to protect those at high risk for COVID-19; (3) the surge capacity for hospital and health systems; (4) the therapeutic development to meet the demand; (5) the ability of businesses, schools, and childcare facilities to support physical distancing; and (6) a determination of when to reinstitute measures like Stay at Home;

WHEREAS, on April 28 2020, Governor Newsom announced four "Resilience Roadmap Stages" that the State of California would use to guide its gradual reopening process, which consists of the following four stages: Stage 1, Safety and Preparedness; Stage 2, Lower Risk Workplaces; Stage 3, Higher Risk Workplaces; and Stage 4, End of Stay at Home Order;

WHEREAS, on May 4, 2020, Governor Newsom announced that, beginning May 8, 2020, the State of California would move from Stage 1, which had been in place statewide since the issuance of the Stay at Home Order, to Stage 2, which is the gradual re-opening of some lower risk workplaces;

WHEREAS, COVID-19 has been detected in millions of people worldwide, including, as of May 13, 2020, 130 cases in the City, and is primarily spread from person to person;

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety;

WHEREAS, as commercial businesses and religious institutions in the City begin to re-open, it is critical that they do so in a manner where social distancing is maintained to limit the spread of COVID-19;

WHEREAS, to help existing commercial businesses and religious institutions operate in a safe manner where social distancing is maintained in accordance with guidance from the State of California and local health officials, it is necessary to temporarily allow commercial businesses and religious institutions to operate on private property, parking lots, sidewalks and public property; and

WHEREAS, Charter Section 412 provides that an ordinance necessary to preserve the public peace, health or safety, may be introduced and adopted at one and the same meeting if passed by at least five affirmative votes.

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

Section 1: The City Council of the City of Newport Beach hereby finds and declares that this emergency ordinance is necessary to help limit the spread of COVID-19 and to protect the health, safety and welfare of the public because it is essential that contact between persons, which could lead to the spread of COVID-19, be limited, and the use of private property, parking lots, sidewalks and public property is necessary to allow existing commercial businesses and religious institutions operate in a safe manner where social distancing is maintained in accordance with guidelines issued by the State of California and local health officials.

Section 2: The Community Development Director is hereby authorized to grant emergency temporary use permits, which allow for the temporary use of private property, parking lots, sidewalks and public property for commercial and religious uses.

An application for an emergency temporary use permit shall be filed with the Community Development Department, on forms approved by the Community Development Director, and shall include all information and materials specified by the Community Development Director. After consulting with City departments, as applicable, the Community Development Director may approve or conditionally approve an emergency temporary use permit if the Community Development Director finds that the temporary use would not create a hazard to the health, safety or welfare of the public. The Community Development Director may impose any conditions deemed necessary to ensure that the temporary use does not create a hazard to the public health, safety or welfare of the public.

The Community Development Director shall have the authority to immediately revoke any emergency temporary use permit granted pursuant to this emergency ordinance if the Community Development Director determines that there has been a violation of any condition of approval. Any revocation of an emergency temporary use permit shall be deemed effective upon the posting of a notice of revocation at the site of the business granted the emergency temporary use permit.

Any decision made by the Community Development Director, pursuant to the authority granted the Community Development Director under this emergency ordinance, may be appealed by the applicant/permittee to the City Manager by notifying the City Manager of the appeal within three (3) calendar days of the decision. The City Manager shall have authority to sustain, reverse or modify the decision of the Community Development Director. The City Manager's decision shall be final.

All application fees and appeal fees directly related to this emergency ordinance are hereby waived.

Section 3: As long as an emergency temporary use permit is in effect, all Newport Beach Municipal Code provisions and any restrictions set forth in a discretionary permit regulating uses, nonconforming uses, development standards, parking, signage, permit procedures or other regulations specifically addressed in the emergency temporary use permit that would otherwise regulate the use and development of private or public property, are hereby suspended for sites subject to an emergency temporary use permit, to the extent that the Newport Beach Municipal Code provisions or restrictions set forth in a discretionary permit conflict with the terms of the emergency temporary use permit.

Section 4: As a condition of receiving an emergency temporary use permit, the permittees shall agree to defend, indemnify and hold harmless the City and its employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the issuance of the emergency temporary use permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding.

Section 5: Permittees that utilize public property shall obtain and maintain insurance in an amount specified by the City's Risk Manager. Unless otherwise indicated by the Risk Manager, permittees shall obtain and maintain commercial general liability insurance on an "occurrence" basis, including completed products and completed operations, property damage, bodily injury and personal and advertising injury with a limit of not less than $1,000,000 per occurrence. This insurance shall be endorsed to name the "City of Newport Beach, the City Council, its employees, and agents" as additional insureds, and provide that this insurance is primary and non-contributory with any other insurance or self-insurance available to the City. Permittees shall also maintain workers' compensation as required by the State of California with Statutory Limits, and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the "City of Newport Beach, the City Council, its employees, and agents." If permittee maintains broader coverage and/or higher limits than the minimums provided in this Section, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the permittee. All policies shall be issued by an agent or representative of an insurance company licensed to do business in the State of California, which has one of the three highest or best ratings from the Alfred M. Best company. All insurance policies shall contain an endorsement obligating the insurance company to furnish the Community Development Director with at least thirty (30) days written notice in advance of the cancellation of the policy. The City reserves the right to require a permittee to submit the requisite insurance documents for review at any time.

Section 6: Areas used for temporary commercial and religious uses shall be accessible to the disabled.

Section 7: The emergency temporary use permit shall expire fourteen (14) days after this emergency ordinance is terminated or repealed, as provided for in Section 11.

Section 8: The recitals provided in this emergency ordinance are true and correct and are incorporated into the substantive portion of this emergency ordinance.

Section 9: If any section, subsection, sentence, clause or phrase of this emergency 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 emergency ordinance. The City Council hereby declares that it would have passed this emergency 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 10: The City Council finds and determines that the introduction and adoption of this emergency ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15269(c) (the activity is necessary to prevent or mitigate an emergency), 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 11: This emergency ordinance shall become effective May 26, 2020, and shall continue in full force and effect until: (a) the local emergency proclaimed on March 15, 2020 and ratified by the City Council on March 18, 2020, is terminated by proclamation of the City Council; or (b) such time as this emergency ordinance is repealed in whole, or in part, by the City Council.

Section 12: The Mayor shall sign, and the City Clerk shall attest to the passage of this emergency ordinance. The City Clerk shall cause the emergency ordinance, or a summary thereof, to be published pursuant to City Charter Section 414.

This emergency ordinance was introduced and adopted at a regular meeting of the City Council of the City of Newport Beach held on the 26th day of May 2020, by the following vote, to-wit:

AYES: Mayor O'Neill, Mayor Pro Tem Avery, Council Member Brenner, Council Member Dixon, Council Member Duffield Council Member Herdman, Council Member Muldoon

NAYS: _____

ABSENT: _____

WILL O'NEILL, MAYOR

ATTEST:

LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

AARON C. HARP, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF NEWPORT BEACH)

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; that the foregoing ordinance, being Emergency Ordinance No. 2020-005, was duly introduced and adopted at a regular meeting of the City Council on the 26th day of May, 2020, by the following vote, to wit:

AYES: Mayor Will O'Neill, Mayor Pro Tem Brad Avery, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield, Council Member Jeff Herdman, Council Member Kevin Muldoon
NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 27th day of May, 2020.

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

CERTIFICATE OF PUBLICATION

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF NEWPORT BEACH)

I, LEILANI I. BROWN, City Clerk of the City of Newport Beach, California, do hereby certify that Emergency Ordinance No. 2020-005 has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in *The Daily Pilot*, a newspaper of general circulation on the following date:

Published Date: May 30, 2020

In witness whereof, I have hereunto subscribed my name this 8th day of June, 2020.

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

ATTACHMENT B

EMERGENCY ORDINANCE NO. 2020-005

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT EMERGENCY TEMPORARY USE PERMITS TO COMMERCIAL BUSINESSES AND RELIGIOUS INSTITUTIONS FOR THE UTILIZATION OF PRIVATE PROPERTY, PARKING LOTS, SIDEWALKS AND PUBLIC PROPERTY

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

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency, in response to the COVID-19 outbreak;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19 ("State of Emergency);

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 15, 2020, Governor Newsom called for all bars, wineries, nightclubs and brewpubs to close throughout the state, urged all seniors and people with chronic health conditions to isolate themselves at home, and for restaurants to reduce occupancy by half to keep people farther away from each other;

WHEREAS, on March 15, 2020, in response to the COVID-19 outbreak, Newport Beach City Manager Grace Leung, who is the Director of Emergency Services ("Director of Emergency Services") for the City, issued a Proclamation of Local Emergency ("Proclamation");

WHEREAS, on March 18, 2020, the Newport Beach City Council ratified the Proclamation and authorized the Director of Emergency Services to take certain actions to protect the health, safety, and welfare of the public;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, requiring all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sectors ("Stay at Home Order");

WHEREAS, on March 19, 2020 the Federal Cybersecurity and Infrastructure Security Agency issued guidance identifying 14 critical infrastructure sectors whose workers provide services and functions that are essential to support a strong response to the COVID-19 outbreak;

WHEREAS, on April 14, 2020, Governor Newsom outlined six factors that the State of California would consider when modifying the Stay at Home Order including: (1) the ability to test, contact trace, isolate, and support the exposed; (2) the ability to protect those at high risk for COVID-19; (3) the surge capacity for hospital and health systems; (4) the therapeutic development to meet the demand; (5) the ability of businesses, schools, and childcare facilities to support physical distancing; and (6) a determination of when to reinstitute measures like Stay at Home;

WHEREAS, on April 28 2020, Governor Newsom announced four "Resilience Roadmap Stages" that the State of California would use to guide its gradual reopening process, which consists of the following four stages: Stage 1, Safety and Preparedness; Stage 2, Lower Risk Workplaces; Stage 3, Higher Risk Workplaces; and Stage 4, End of Stay at Home Order;

WHEREAS, on May 4, 2020, Governor Newsom announced that, beginning May 8, 2020, the State of California would move from Stage 1, which had been in place statewide since the issuance of the Stay at Home Order, to Stage 2, which is the gradual re-opening of some lower risk workplaces;

WHEREAS, COVID-19 has been detected in millions of people worldwide, including, as of May 13, 2020, 130 cases in the City, and is primarily spread from person to person;

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety;

WHEREAS, as commercial businesses and religious institutions in the City begin to re-open, it is critical that they do so in a manner where social distancing is maintained to limit the spread of COVID-19;

WHEREAS, to help existing commercial businesses and religious institutions operate in a safe manner where social distancing is maintained in accordance with guidance from the State of California and local health officials, it is necessary to temporarily allow commercial businesses and religious institutions to operate on private property, parking lots, sidewalks and public property; and

WHEREAS, Charter Section 412 provides that an ordinance necessary to preserve the public peace, health or safety, may be introduced and adopted at one and the same meeting if passed by at least five affirmative votes.

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

Section 1: The City Council of the City of Newport Beach hereby finds and declares that this emergency ordinance is necessary to help limit the spread of COVID-19 and to protect the health, safety and welfare of the public because it is essential that contact between persons, which could lead to the spread of COVID-19, be limited, and the use of private property, parking lots, sidewalks and public property is necessary to allow existing commercial businesses and religious institutions operate in a safe manner where social distancing is maintained in accordance with guidelines issued by the State of California and local health officials.

Section 2: The Community Development Director is hereby authorized to grant emergency temporary use permits, which allow for the temporary use of private property, parking lots, sidewalks and public property for commercial and religious uses.

An application for an emergency temporary use permit shall be filed with the Community Development Department, on forms approved by the Community Development Director, and shall include all information and materials specified by the Community Development Director. After consulting with City departments, as applicable, the Community Development Director may approve or conditionally approve an emergency temporary use permit if the Community Development Director finds that the temporary use would not create a hazard to the health, safety or welfare of the public. The Community Development Director may impose any conditions deemed necessary to ensure that the temporary use does not create a hazard to the public health, safety or welfare of the public.

The Community Development Director shall have the authority to immediately revoke any emergency temporary use permit granted pursuant to this emergency ordinance if the Community Development Director determines that there has been a violation of any condition of approval. Any revocation of an emergency temporary use permit shall be deemed effective upon the posting of a notice of revocation at the site of the business granted the emergency temporary use permit.

Any decision made by the Community Development Director, pursuant to the authority granted the Community Development Director under this emergency ordinance, may be appealed by the applicant/permittee to the City Manager by notifying the City Manager of the appeal within three (3) calendar days of the decision. The City Manager shall have authority to sustain, reverse or modify the decision of the Community Development Director. The City Manager's decision shall be final.

All application fees and appeal fees directly related to this emergency ordinance are hereby waived.

Section 3: As long as an emergency temporary use permit is in effect, all Newport Beach Municipal Code provisions and any restrictions set forth in a discretionary permit regulating uses, nonconforming uses, development standards, parking, signage, permit procedures or other regulations specifically addressed in the emergency temporary use permit that would otherwise regulate the use and development of private or public property, are hereby suspended for sites subject to an emergency temporary use permit, to the extent that the Newport Beach Municipal Code provisions or restrictions set forth in a discretionary permit conflict with the terms of the emergency temporary use permit.

Section 4: As a condition of receiving an emergency temporary use permit, the permittees shall agree to defend, indemnify and hold harmless the City and its employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the issuance of the emergency temporary use permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding.

Section 5: Permittees that utilize public property shall obtain and maintain insurance in an amount specified by the City's Risk Manager. Unless otherwise indicated by the Risk Manager, permittees shall obtain and maintain commercial general liability insurance on an "occurrence" basis, including completed products and completed operations, property damage, bodily injury and personal and advertising injury with a limit of not less than $1,000,000 per occurrence. This insurance shall be endorsed to name the "City of Newport Beach, the City Council, its employees, and agents" as additional insureds, and provide that this insurance is primary and non-contributory with any other insurance or self-insurance available to the City. Permittees shall also maintain workers' compensation as required by the State of California with Statutory Limits, and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the "City of Newport Beach, the City Council, its employees, and agents." If permittee maintains broader coverage and/or higher limits than the minimums provided in this Section, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the permittee. All policies shall be issued by an agent or representative of an insurance company licensed to do business in the State of California, which has one of the three highest or best ratings from the Alfred M. Best company. All insurance policies shall contain an endorsement obligating the insurance company to furnish the Community Development Director with at least thirty (30) days written notice in advance of the cancellation of the policy. The City reserves the right to require a permittee to submit the requisite insurance documents for review at any time.

Section 6: Areas used for temporary commercial and religious uses shall be accessible to the disabled.

Section 7: The emergency temporary use permit shall expire fourteen (14) days after this emergency ordinance is terminated or repealed, as provided for in Section 11.

Section 8: The recitals provided in this emergency ordinance are true and correct and are incorporated into the substantive portion of this emergency ordinance.

Section 9: If any section, subsection, sentence, clause or phrase of this emergency 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 emergency ordinance. The City Council hereby declares that it would have passed this emergency 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 10: The City Council finds and determines that the introduction and adoption of this emergency ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15269(c) (the activity is necessary to prevent or mitigate an emergency), 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 11: This emergency ordinance shall become effective May 26, 2020, and shall continue in full force and effect until: (a) the local emergency proclaimed on March 15, 2020 and ratified by the City Council on March 18, 2020, is terminated by proclamation of the City Council; or (b) such time as this emergency ordinance is repealed in whole, or in part, by the City Council.

Section 12: The Mayor shall sign, and the City Clerk shall attest to the passage of this emergency ordinance. The City Clerk shall cause the emergency ordinance, or a summary thereof, to be published pursuant to City Charter Section 414.

This emergency ordinance was introduced and adopted at a regular meeting of the City Council of the City of Newport Beach held on the 26th day of May 2020, by the following vote, to-wit:

AYES: Mayor O'Neill, Mayor Pro Tem Avery, Council Member Brenner, Council Member Dixon, Council Member Duffield Council Member Herdman, Council Member Muldoon

NAYS: _____

ABSENT: _____

WILL O'NEILL, MAYOR

ATTEST:

LEILANI I. BROWN, CITY CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

AARON C. HARP, CITY ATTORNEY

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, Leilani I. Brown, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; that the foregoing ordinance, being Emergency Ordinance No. 2020-005, was duly introduced and adopted at a regular meeting of the City Council on the 26th day of May, 2020, by the following vote, to wit:

AYES: Mayor Will O'Neill, Mayor Pro Tem Brad Avery, Council Member Joy Brenner, Council Member Diane Dixon, Council Member Duffy Duffield, Council Member Jeff Herdman, Council Member Kevin Muldoon

NAYS: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 27th day of May, 2020.

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

CERTIFICATE OF PUBLICATION

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF NEWPORT BEACH }

I, LEILANI I. BROWN, City Clerk of the City of Newport Beach, California, do hereby certify that Emergency Ordinance No. 2020-005 has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in *The Daily Pilot*, a newspaper of general circulation on the following date:

Published Date: May 30, 2020

In witness whereof, I have hereunto subscribed my name this 8th day of June, 2020.

Leilani I. Brown, MMC
City Clerk
City of Newport Beach, California

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 21

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
Scott Catlett, Finance Director/Treasurer - 949-644-3323, scatlett@newportbeachca.gov

PREPARED BY: Michael J. Sinacori, Assistant City Engineer, msinacori@newportbeachca.gov, 949-644-3342
Steve Montano, Deputy Finance Director smontano@newportbeachca.gov, 949-644-3240

TITLE: Resolution No. 2021-59: Underground Utility Assessment District No. 113 (West Balboa Island) – Award of Contract No. 7979-1 and Authorization of Limited Obligation Improvement Bonds

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ABSTRACT:

Construction bids have been received for the Underground Utility Assessment District No. 113 project. Staff requests the City Council's approval to award the construction contract to Hot Line Construction, Inc. In addition, staff recommends that the City Council authorize the issuance of limited obligation improvement bonds and the execution and delivery of all legal documents, substantially to form, necessary to issue limited obligation improvement bonds to finance the remaining unpaid assessments in Assessment District No. 113.

RECOMMENDATION:

a) Acknowledge this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 2 Section 15302 (d) (conversion of overhead electrical utility distribution lines where the surface is restored to the condition existing prior to the undergrounding) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it will not have an adverse effect on the environment;

b) Approve the project plans and specifications;

c) Award Contract No. 7979-1 to Hot Line Construction, Inc. for the bid amount of $4,308,179.00 for Underground Utility Assessment District No. 113, and authorize the Mayor and City Clerk to execute the contract;

d) Establish a contingency of $430,000.00 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract;

e) Approve Amendment to Professional Services Agreement No. 7572-3 with NV5 of Irvine, CA for an additional not-to-exceed fee of $233,295.00 for Construction Administration and Residential Permit Support Services; and

f) Adopt Resolution No. 2021-59*, A Resolution of the City Council of the City of Newport Beach, California, Authorizing and Providing for the Issuance of Bonds Pursuant to the Provisions of the Improvement Bond Act of 1915 for City of Newport Beach Assessment District No. 113 and Approving Certain Documents and Authorizing Certain Actions in Connection Therewith*.

DISCUSSION:

Underground Utility Assessment District No. 113 (AD 113) is the west Balboa Island area bounded by Collins Island, Agate Avenue, North Bay Front and South Bay Front (Attachment A) and was approved by the property owners on November 27, 2018.

Originally part of the larger Balboa Island – Utility Undergrounding District No. 87 that was voted down at the Public Hearing on April 28, 2009, AD 113 was redistricted at the request of island proponents with revised boundaries to include 215 parcels.

Historically, utility undergrounding projects have been bid and overseen by Southern California Edison. Due to high costs and failed negotiations with SCE's contractors, the City of Newport Beach (City) requested bids for directly constructing the work and managing efforts of the underground infrastructure to reduce cost. AD 113 is the fourth utility undergrounding project directly constructed and managed by the City.

At 10 a.m. on April 7, 2021, the City Clerk opened and read the following bids for this project:

	BIDDER	TOTAL BID AMOUNT
Low	Hot Line Construction, Inc..	$ 4,308,179.00
2nd	Asplundh Construction Corp.	$ 4,444,444.00
3rd	Arizona Pipeline Company	$ 4,765,459.00
4th	International Line Builders Inc.	$ 6,789,807.36

The apparent low bidder for this project, Hot Line Construction, Inc. (Hot Line), submitted a bid 32.6% percent above the Engineer's Estimate of $3,250,000. Staff have analyzed the project budget and believes that there is sufficient capacity within the proposed financing to cover the additional construction costs given the contingency available and savings that will be realized in the budget for the financing costs. The disparity between the bid and the Engineer's Estimate is attributed to a higher cost for PVC piping caused by a shortage of materials due to the Covid-19 pandemic. Hot Line submitted all the necessary forms and possesses a Classification "A" California State Contractors License as required by the project specifications. A check of the contractor's references indicates satisfactory completion of similar projects for Southern California Edison and other public agencies.

Work necessary to complete this contract consists of trenching; installing conduit, vaults, handholes, and pull boxes; removing existing overhead wiring, transformers and poles; repaving; and all other incidental items of work to complete work in place. The contractor will have 160 working days to complete the work once given the notice to proceed. Construction will be scheduled in phases to minimize impacts to residents. For example, the contractor will be allowed to close alternating alleys to complete the work in a timely manner. The anticipated construction start date is August 16, 2021, and the project is expected to take seven months to complete.

In effort to support continuity and the successful implementation of this project, the Public Works Department is requesting an amendment to NV5's current contract for Construction Administration and Residential Permit Support Services for this undergrounding project (Attachment B.) NV5 worked on the AD 117, 116, 116b, and UUD22 Phase I undergrounding projects and is currently providing support for the AD 111, UUD22 Phase 2, McFadden Alleys and Court Street utility undergrounding projects.

Issuance of Bonds

The City Council has previously indicated its intention to issue limited obligation improvement bonds pursuant to the provisions of the Improvement Bond Act of 1915 (Act) in a principal amount not to exceed the unpaid assessments of AD 113.

On November 27, 2018, a public hearing and vote was held, at which time it was determined that a weighted majority of the ballots received were in favor of forming AD 113. As such, Council adopted a resolution approving the Final Engineer's report; approving and confirming a total assessment of $6,249,500 on the parcels determined to be specially benefited by the undergrounding project as indicated in the Final Engineer's Report; designating AD 113 as an underground utilities district; and declaring the intention to issue bonds.

In January 2019, a cash collection period was opened to afford property owners the opportunity to prepay all or any portion of the assessments levied upon their parcel or parcels at a 6.8% discount since certain prepaid financing costs could otherwise be avoided if bond financing was not required as follows:

Bond Reserve	4.7%
Capitalized Interest	1.2%
Underwriter's Discount	0.9%
Total	6.8%

The cash collection period expired on March 31, 2021, and an Amended Notice of Assessment was recorded on April 29, 2021, in the official records of the County Recorder of the County of Orange, discharging the liens on those parcels for which the assessment had been fully paid. Cash payments totaling $1,548,033 were received, representing 30% of the discounted value of the assessments.

The sum of the cash payments, together with the $112,278 assumed financing cost previously included in the total assessment, reduces the remaining amount of unpaid assessments to $4,589,189 as depicted below.

Assessment levied – cost of improvement project and financing	$6,249,500
Less: City received – prepaid contributions from property owners	$1,548,033
Less: Exercised financing discount	$112,278
Remaining unpaid assessment amount	**$4,589,189**

If the City Council wishes to proceed with financing the remaining unpaid assessments, the Council should adopt a resolution, included with this report as Attachment C, to authorize the issuance of bonds pursuant to the Act for the proposed district, designated as the "City of Newport Beach Assessment District No. 113." The resolution authorizes the issuance of bonds in a principal amount not to exceed $4,589,189 to complete the funding for the Undergrounding Project, to fund a reserve fund and to pay incidental costs of the Assessment District proceedings and the costs of issuance and certain administrative expenses for the Bonds.

This resolution would also authorize the form, execution, and delivery of all documents necessary to issue and deliver the bonds including:

(1) a Bond Purchase Agreement, under the terms of which, among other things, the City agrees to sell and Stifel, Nicolaus & Company, Incorporated (the "Underwriter") agrees to purchase the Bonds (Attachment D);

(2) a Preliminary Official Statement, which describes the Bonds, the Assessment District, the Undergrounding Project, and related matters (Attachment E);

(3) a Fiscal Agent Agreement, a document between the City and US Bank National Association which governs the terms of the Bonds (Attachment F); and

(4) a Continuing Disclosure Agreement, included in the Preliminary Official Statement as Appendix F, for the purpose of obligating the City to provide certain annual financial information and notice of certain prescribed events as required for compliance with Rule 15c2-12 of the United States Securities and Exchange Commission.

This resolution also authorizes officers of the City to take any and all actions necessary to execute and deliver any and all documents deemed necessary or advisable in consultation with the City Attorney, Bond Counsel and Disclosure Counsel in order to carry out the intent of this resolution in general and the Fiscal Agent Agreement and the Bond Purchase Agreement in particular. In accordance with the City's Debt Management Policy (F-6), Exhibit A of this resolution provides additional information relating to the issuance of Bonds, including the maximum term, maximum annual debt service, call provisions, cost of issuance and a list of consultants hired for this issuance.

Also as required by Council Policy F-6, included as Attachment G to this staff report, is a memo from Urban Futures, Inc., the Independent Registered Municipal Advisor (IRMA) for this issuance, recommending issuing non-rated, publicly offered bonds. Included in that memo, in order to comply with F-6, is the analyses of financing scenarios considered.

Finally, per the requirements of Senate Bill 450, Attachment H contains the good faith estimates provided by Urban Futures, Inc.

FISCAL IMPACT:

Sufficient funding will be available from the pre-payments from the AD-113 property owners and the proposed bond issuance. In addition, funding for anticipated wastewater and water system repairs will be required for the project and funding will be available in the proposed FY 2021-22 Capital Improvement Budget. The construction contract will be funded from the following sources:

Account Description	Account Number		Amount
AD Construction	66302-941032	$	4,758,474.00
Water CIP Fund	70201931-980000–22W05		65,000.00
Wastewater CIP Fund	71101-980000-22S03		150,000.00
	Total:	**$**	**4,973,474.00**

Staff recommends establishing approximately a 10% contingency for unforeseen conditions associated with construction.

Proposed fund uses are as follows:

Vendor	Purpose		Amount
Hot Line Construction, Inc.	Construction Contract	$	4,308,179.00
Hot Line Construction, Inc.	Construction Contingency		430,000.00
NV5	Construction Administration & Residential Permit Support		233,295.00
Various	Printing & Incidentals		2,000.00
		$	**4,973,474.00**

ENVIRONMENTAL REVIEW:

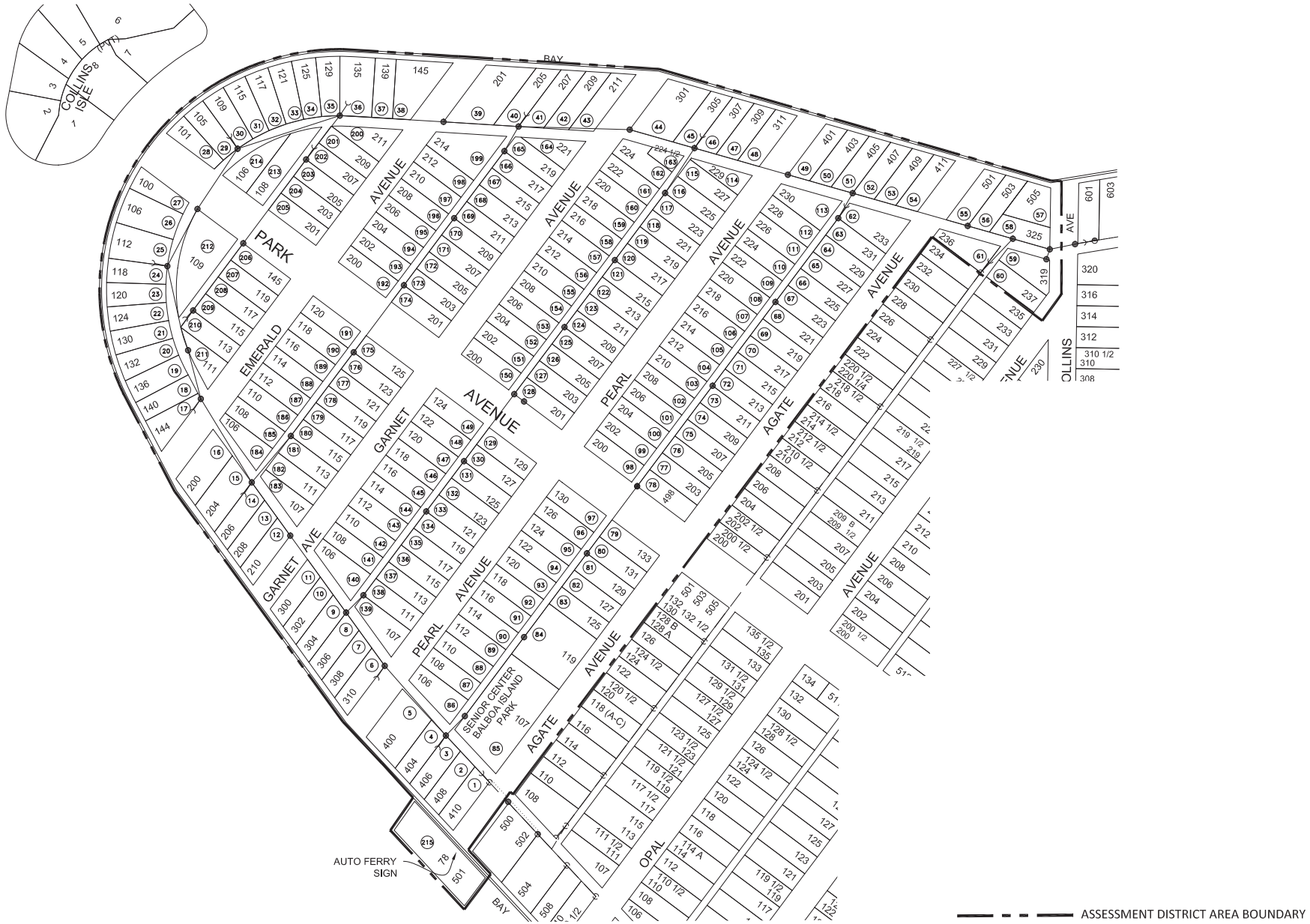
On February 14, 2017 the City Council deemed this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(d) (conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding).

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 to Professional Services Agreement with NV5
Attachment C – Resolution No. 2021-59
Attachment D – Bond Purchase Agreement
Attachment E – Preliminary Official Statement (with Continuing Disclosure Agreement as Appendix F)
Attachment F – Fiscal Agent Agreement
Attachment G – Memo Recommending Financing Scenario
Attachment H – Good Faith Estimates



UNDERGROUND UTILITY ASSESSMENT DISTRICT NO. 113 (WEST BALBOA ISLAND) LOCATION MAP	CITY OF NEWPORT BEACH PUBLIC WORKS DEPARTMENT	
	C-7979-1	6/8/21

AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR ENGINEERING SERVICES FOR ASSESSMENT DISTRICT NO. 113

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 8th day of June, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NV5, INC., a California corporation ("Consultant"), whose address is 163 Technology Drive, Suite 100, Irvine, California 92618 and is made with reference to the following:

RECITALS

A. On October 8, 2018, City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide assessment engineering services related to Assessment District No. 113 ("Project").

B. On December 17, 2018, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not included in the Agreement, extend the term of the Agreement and to increase the total compensation.

C. The parties desire to enter into this Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to June 30, 2023, to increase the total compensation, amend the Hold Harmless, Claims, and Notices sections, include Prevailing Wage language, and update Insurance requirements.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2023, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

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

3. COMPENSATION TO 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 ("Services" or "Work"). Exhibit B to the Agreement, Exhibit B to Amendment No. One, and Exhibit B to Amendment No. Two shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the 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 Two Thousand Three Hundred Fifty Dollars and 00/100 ($302,350.00)**, 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 **Two Hundred Thirty Three Thousand Two Hundred Ninety Five Dollars and 00/100 ($233,295.00)**.

4. HOLD HARMLESS

Section 9 of the Agreement is amended in its entirety and replaced with the following:

"9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant."

5. CONFLICTS OF INTEREST

Section 25 of the Agreement is amended in its entirety and replaced with the following:

"25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section."

6. NOTICES

Section 26.3 of the Agreement is amended in its entirety and replaced with the following:

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

Attn: Jeffrey M. Cooper
NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618"

7. CLAIMS

Section 27 of the Agreement is amended in its entirety and replaced with the following:

"27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for

compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant'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 Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.)."

8. PREVAILING WAGES

Section 30 shall be added into the Agreement as follows:

"30.1 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 Consultant 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 Consultant 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 Consultant 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.

30.2 Unless otherwise exempt by law, Consultant 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. Consultant 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."

9. INSURANCE

Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement shall hereafter refer to Exhibit C attached hereto.

10. 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: 6/1/2021

By: _____ for
Aaron C. Harp
City Attorney

06.01.21
dmy

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

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

By: _____
Brad Avery
Mayor

CONSULTANT: NV5, INC., a California corporation
Date: _____

By: _____
Jeffrey M. Cooper
Vice President

Date: _____

By: _____
Mary Jo O'Brien
Corporate Secretary

[END OF SIGNATURES]

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

Assessment District No. 113 – Additional Scope of Services (Construction Management and Inspection Services)

Consultant shall complete the following work:

CONSTRUCTION MANAGEMENT & INSPECTION

11. Coordinate and oversee all activities related to the construction of the Project including residential permit support services, and maintain close liaison with the City Project Administrator.
12. Serve as contact point for coordination with the Contractor designated by City to perform the construction of the Project ("Contractor"), other agencies and utility companies.
13. Provide Project status updates to City Project Administrator.
14. Review and monitor the Contractor's schedule through weekly construction progress meetings.
15. Prepare daily inspection records and bi-weekly status reports.
16. Maintain an awareness of safety and health requirements and enforce applicable contract provisions for the protection of the public and project personnel.
17. Maintain binders of job records, including photos
18. Evaluate cost reduction incentive proposals and provide recommendations to City Project Administrator

SPECIAL INSPECTION & LABORATORY TESTING

19. Provide qualified field technicians and inspectors on an as-needed basis to observe, sample and test construction materials including but not limited to soil, aggregate, base, Portland cement concrete, and asphalt concrete
20. Coordinate inspection visits at the request of the City's Construction Manager or authorized representative (Engineer).
21. Perform laboratory testing to evaluate material conformance to project requirements. Tests are anticipated to include Modified Proctor (Maximum Density and Optimum Moisture), Sand Equivalent, Grain Size Analysis, Asphalt maximum theoretical density, and unit weight.
22. Prepare and provide daily reports detailing observations, results of testing, and photographs.
23. Notify the Engineer and Contractor of any failures or non-conforming items.
24. Document and track retesting.
25. Provide written laboratory test reports of materials tested.
26. Field technicians and Inspectors will be equipped with appropriate PPE and industry standard sampling and testing equipment. Specialty equipment may be provided upon request at additional cost in accordance with attached Fee Schedule.
27. Registered engineer in the State of California will review all test data for conformance with project requirements.

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT B
SCHEDULE OF BILLING RATES

Assessment District No. 113 – Additional Scope of Services (Construction Management and Inspection Services)

Tasks 11 through 27: $233,295

NV5

TASK NO.	WORK DESCRIPTION	Project Manager $235		Senior Inspector $155		Admin $105		Field Technician $115		Senior Engineer $170		TOTAL FEE
		HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	
CONSTRUCTION MANAGEMENT & INSPECTION												
11.0	Oversight of all Construction Related Activities including Residential Permit Support	50	$11,750	225	$34,875	100	$10,500					$57,125
12.0	Point of Contact for Contractor, City, Utility Companies, etc.	20	$4,700	125	$19,375							$24,075
13.0	Project Status Updates			100	$15,500	16	$1,680					$17,180
14.0	Schedule Review			100	$15,500	16	$1,680					$17,180
15.0	Project Inspection (documented through daily reports and bi-weekly status reports)	30	$7,050	120	$18,600							$25,650
16.0	Enforce Contract Provisions/Manage health and safety requirements	10	$2,350	100	$15,500							$17,850
17.0	Detailed project records, including photos	10	$2,350	120	$18,600	18	$1,890					$22,840
18.0	Evaluate cost reduction incentives	10	$2,350	100	$15,500							$17,850
Construction Management & Inspection Subtotal		130	$30,550	990	$153,450	150	$15,750	0	$0	0	$0	$199,750
SPECIAL INSPECTION												
19.0	Field Observation and Testing							192	$22,080			$22,080
20.0	Coordinate Inspection Visits					7	$735			6	$1,020	$1,755
21.0-26.0	Laboratory Testing	See Detail Below										
27.0	Engineering Review									6	$1,020	$1,020
LABORATORY TESTING		Untis	Rate									
	Modified Proctor (Max Density & Optimum Moisture)	3	$200									$600
	Sieve Analysis	3	$130									$390
	Sand Equivalent	3	$95									$285
	Maximum Theoretical Density (ASTM D2041)	2	$130									$260
	Asphalt Core Unit Weight & Thickness	6	$60									$360
Special Inspection & Laboratory Testing Subtotal			$1,895	0	$0	7	$735	192	$22,080	12	$2,040	$26,750
	Miscellaneous Expenses at 3%											$6,795
TOTAL FEE												$233,295

The City anticipates construction to begin August 1, 2021. Services will be provided over the course of two hundred and sixty (260) working days construction contract.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than 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, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher

limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Attachment C

Resolution No. 2021-59

RESOLUTION NO. 2021-59

RESOLUTION OF THE CITY COUNCIL OF CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF BONDS PURSUANT TO THE PROVISIONS OF THE IMPROVEMENT BOND ACT OF 1915 FOR CITY OF NEWPORT BEACH ASSESSMENT DISTRICT NO. 113 AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Newport Beach ("City") has taken proceedings under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code ("Code"), for the formation of City of Newport Beach Assessment District No. 113 ("Assessment District") and has confirmed an assessment in the amount of Six Million Two Hundred Forty Nine Thousand Five Hundred Dollars and 00/100 ($6,249,500.00), which assessment and a related diagram were recorded in the office of the City's Public Works Director, acting as the Superintendent of Streets, and with the County Recorder of the County of Orange, State of California;

WHEREAS, a notice of assessment, as prescribed in Code Section 3114, has been recorded with the County Recorder of the County of Orange, State of California, whereupon the assessment attached as a lien upon the property assessed within the Assessment District as provided in Section 3115 of the Code;

WHEREAS, said proceedings provide that bonds ("Bonds") will be issued pursuant to the Improvement Bond Act of 1915, Division 10 of the Code ("Act") to represent and be secured by the unpaid assessments on the parcels within the Assessment District;

WHEREAS, the City Council desires to delegate to the City Manager the authority to determine the amount of unpaid assessments upon the security of which such Bonds are to be issued in an amount not to exceed the unpaid assessments;

WHEREAS, it is necessary and desirable that the City sell the Bonds to be issued to represent a portion of the unpaid assessments and that the Bonds be issued primarily to finance the undergrounding of utilities within the Assessment District;

WHEREAS, there has been presented to the City Council the forms of a Fiscal Agent Agreement between the City and U.S. Bank National Association, as Fiscal Agent ("Fiscal Agent Agreement"), a Continuing Disclosure Agreement by and between the City and Digital Assurance Certification, LLC ("Continuing Disclosure Agreement"), a Bond Purchase Agreement to be entered into between the City and Stifel, Nicolaus & Company, Incorporated ("Underwriter"), as the purchaser of the Bonds ("Bond Purchase Agreement"), and the form of a Preliminary Official Statement for the Bonds ("Preliminary Official Statement"); and

WHEREAS, the City desires to approve the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement and the Bond Purchase Agreement; to authorize the issuance of the Bonds and the sale thereof to the Underwriter on the terms approved hereby; to authorize the mailing of the Preliminary Official Statement to prospective purchasers of the Bonds and to authorize the officers of the City to take all actions required for the issuance of the Bonds.

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

Section 1. The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 2. The Fiscal Agent Agreement is approved in substantially the form presented to the City Council. The Mayor, the City Manager and the Finance Director, acting as Treasurer of the Assessment District, and their written designee(s) ("Authorized Officers"), are authorized and directed to execute, and the City Clerk, or his or her written designee(s), is authorized to attest to, the Fiscal Agent Agreement substantially in the form approved with such additions thereto and changes therein as the officer or officers executing the Fiscal Agent Agreement deem necessary to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions of the Bonds, or to conform any provisions therein to the Bond Purchase Agreement and the Official Statement, or as required by the City Attorney, and the City's Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"). Approval of such changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by one or more Authorized Officers.

Section 3. Bonds in an aggregate principal amount not to exceed Four Million Five Hundred Eighty-Nine Thousand One Hundred Eighty-Nine Dollars and 13/100 ($4,589,189.13) representing a portion of the amount of the unpaid assessments as determined by the City Manager shall be issued pursuant to the provisions of the Act upon the security of unpaid assessments levied within the Assessment District and as set forth in the Fiscal Agent Agreement. The Bonds shall be dated, be in such aggregate principal amount, bear interest at such rates, and mature on such dates and in such amounts as are set forth in the Bond Purchase Agreement upon the execution and delivery thereof in accordance with Section 7 below. The Bonds shall be issued substantially in the form of bonds set forth in the Act, except as such form may vary from the terms and conditions set forth in this Resolution and the Fiscal Agent Agreement. The principal amount of the Bonds to be sold will be determined by the City Manager, the Finance Director, or their designee(s).

Neither the faith and credit nor the taxing power of the City, the County of Orange, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. The City is not obligated to advance available funds from the City treasury to the Redemption Fund in the event of a delinquency in the payment of an assessment installment or installments. The Bonds are not general obligations of the City; they are limited obligations payable solely from the funds specified in the act and the Fiscal Agent Agreement.

The Bonds are being issued in compliance with the City's Debt Management Policy, and in accordance with Section 4 thereof, additional information relating to the Bonds is set forth in Exhibit A attached hereto and incorporated herein by reference. In addition, in accordance with Government Code section 5852.1, this City Council has been presented with certain Good Faith Estimates for the Bonds, which Good Faith Estimates are set forth in the staff report accompanying this Resolution and are incorporated herein by reference.

Section 4. The provisions of Part 11.1 (commencing with Section 8760) of the Act, providing an alternative procedure for the division of land and the Bonds, shall apply.

Section 5. The Continuing Disclosure Agreement is approved in substantially the form presented to the City Council; and each Authorized Officer is hereby authorized and directed, for and in the name of and on behalf of the City, to execute, and the City Clerk, or her written designee(s), to attest to and deliver to Digital Assurance Certification, LLC, as Dissemination Agent, the Continuing Disclosure Agreement substantially in the form hereby approved, with such additions thereto and changes therein, including the selection of an alternate Dissemination Agent from time to time, as may be approved by the Authorized Officer executing such agreement or required by the City Attorney or Bond Counsel, such approval or requirement to be conclusively evidenced by the execution and delivery of the Continuing Disclosure Agreement.

Section 6. The form of the Preliminary Official Statement presented at this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary by the City Manager or the Finance Director, or the written designee of either, to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission, as amended, including, but not limited to, such additions and changes as are necessary to make all information set forth therein accurate and not misleading. Each of the Authorized Officers is hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by the City Manager, or his written designee, to make such Official Statement complete and accurate as of its date. The Underwriter is further authorized to distribute the final Official Statement for the Bonds and any supplement thereto to the purchasers thereof upon its execution by one of the Authorized Officers.

Section 7. Subject to Section 3 hereof, the sale of the Bonds to the Underwriter is hereby approved provided that (a) the Underwriter's discount, exclusive of original issue discount, shall not exceed One and One-Tenths percent (1.10%) of the original aggregate principal amount of the Bonds, (b) the interest rates on the Bonds shall not exceed five percent (5.0%) per annum, and (c) the final principal amounts, discount and interest rates for the Bonds shall have been approved by the City Manager of the Finance Director, acting as Treasurer; and, subject to such approval, any one of the Authorized Officers is hereby authorized and directed to evidence the City's acceptance of the offer made by executing and delivering to the Underwriter a Bond Purchase Agreement substantially in the form hereby approved with such additions thereto and changes therein as may be approved by the Authorized Officer executing the agreement, or required by City Attorney or Bond Counsel, such approval or requirement to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement.

Section 8. The Fiscal Agent is hereby authorized and directed to authenticate the Bonds and to deliver them to The Depository Trust Company on behalf of the Underwriter upon payment of the purchase price thereof.

Section 9. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the sale and delivery of the Bonds and otherwise to effectuate the purposes of this resolution; and any actions previously taken by such officers for these purposes are hereby ratified and confirmed.

Section 10. Any action authorized or directed in this resolution to be taken or performed by an Authorized Officer may be taken or performed by their designee with the same force and effect as if taken or performed by such Authorized Officer.

Section 11. 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 12. 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 13. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 8th day of June, 2021.

_____
Brad Avery, Mayor

ATTEST:

_____
Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

Attachment: Exhibit A

EXHIBIT A

1. The maximum term of the Bonds: 20 years (final maturity on September 2, 2041)

2. The estimated maximum annual debt service on the Bonds: $292,494

3. The call provisions for the Bonds:

   a. The Bonds are expected to be subject to optional redemption prior to maturity on and after a date that is no later than ten years after the issuance thereof. It is possible that a shorter call period would result in better pricing for the Bonds, but that won't be known until the time that the Bonds are priced.

   b. Pursuant to Part 11.1 of the Improvement Bond Act of 1915, the Bonds must be available for redemption from the prepayment of Assessments on each interest payment date after the issuance thereof.

4. The estimated costs of issuance of the Bonds: $143,738

5. The list of consultants hired with respect to the Bonds:

   a. Bond and Disclosure Counsel: Stradling Yocca Carlson & Rauth

   b. Assessment Engineer: NV5, Inc.

   c. Assessment District Consultant: Willdan Financial Services

   d. Trustee: U.S. Bank National Association

   e. Municipal Advisor: Urban Futures, Inc.

   f. Underwriter: Stifel, Nicolaus & Company, Incorporated

Attachment D

Bond Purchase Agreement

$_____
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

BOND PURCHASE AGREEMENT

_____, 2021

City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), acting not as fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with the City of Newport Beach (the "**City**") in connection with Assessment District No. 113 (the "**Assessment District**") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and, if not accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. Capitalized terms that are used in this Purchase Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement (as hereinafter defined).

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (as such term is defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not and has not been acting as a "municipal advisor" (as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended) to the City; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iv) the Underwriter has financial interests that may differ from and be adverse to those of the City; and (v) the City has consulted its own legal, financial and other advisors to the extent that it has deemed appropriate for this transaction. The Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board which have been received by the City.

1. <u>Purchase, Sale and Delivery of the Bonds; Establishment of Issue Price</u>.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of $_____ aggregate principal amount of the City of Newport Beach Assessment District No. 113 Limited Obligation Improvement

Bonds 2021 Series A (the "**Bonds**"), bearing interest (payable semiannually on March 2 and September 2 in each year, commencing September 2, 2021) at the rates per annum and maturing on the dates and in the amounts set forth in Appendix A attached hereto and incorporated herein.

(b) The purchase price for the Bonds shall be $_____ (representing a price of par, less a net original issue discount of $_____ and less an Underwriter's discount of $_____).

(c) The Bonds are being issued to (i) fund the Reserve Fund for the Bonds, (ii) finance capitalized interest on the Bonds through approximately September 2, 2021, (iii) pay costs of issuance, (iv) reimburse for the costs of forming the Assessment District, and (v) pay the costs for the design and undergrounding of certain utilities.

(d) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(e) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto. Appendix A also sets forth, identified under the column "Subject to Hold the Offering Price Rule," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(f) The Underwriter confirms that:

(1) Any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) Any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(g) The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (2) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

(h) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract

directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

(i) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, by and between the City and U.S. Bank National Association, as fiscal agent (the "**Fiscal Agent**"), dated as of _____ 1, 2021 (the "**Fiscal Agent Agreement**"), approved by a resolution (the "**Resolution**"), adopted by the City Council of the City (the "City Council") on _____, 2021.

(j) Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement, dated _____, 2021, relating to the Bonds, which, together with the cover page and all appendices thereto, is herein called the "**Preliminary Official Statement**" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "**Official Statement**." The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement and authorizes the Underwriter to use and distribute the Fiscal Agent Agreement, the Official Statement, the Continuing Disclosure Agreement, dated _____, 2021 (the "**Disclosure Agreement**"), by and between the City and Digital Assurance Certification, LLC, as dissemination agent, and other documents or contracts to which the City is a party, including this Purchase Agreement, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter.

(k) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering price set forth in the Official Statement; however, the Underwriter reserves the right to make concessions to dealers and to change such initial offering price as the Underwriter shall deem necessary in connection with the marketing of the Bonds. The Underwriter agrees that, in connection with the public offering and initial delivery of the Bonds to the purchasers thereof from the Underwriter, the Underwriter will deliver or cause to be delivered to each purchaser a copy of the Official Statement prepared in connection with the Bonds. The Underwriter also agrees to notify the City by phone or in writing of the "end of the underwriting period," as defined in Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("**Rule 15c2-12**"). Terms defined in the Official Statement are used herein as so defined.

(l) The City shall deliver, or cause to be delivered, to the Underwriter two (2) executed copies of the final Official Statement prepared in connection with the Bonds, in such form as shall be approved by the City and the Underwriter and such additional conformed copies thereof as the Underwriter may reasonably request. The City deems the Preliminary Official Statement to be "final" as of its date for purposes of Rule 15c2-12. By acceptance of this Purchase Agreement, the City hereby authorizes the use of copies of the Official Statement in connection with the public offering and sale of the Bonds and ratifies and approves the distribution by the Underwriter of the Preliminary Official Statement.

(m) At approximately 8:30 a.m., Pacific Time, on _____, 2021, or at such earlier or later time or date as shall be agreed upon by the City and the Underwriter (such time and date herein referred to as the "**Closing Date**"), the City shall deliver (i) through the facilities of The Depository Trust Company, all Bonds (being in book-entry form, registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon) duly executed by the officers of the City as provided in the Fiscal Agent Agreement and with facsimile seals printed thereon, and (ii) to the Underwriter at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, the other documents herein mentioned, and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in same day funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds, as so registered, shall be made available to the Underwriter for inspection not later than the first business day before the Closing Date.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and validly existing as a municipal corporation under the laws of the State; and has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Fiscal Agent Agreement, the Resolution and the Disclosure Agreement (collectively, the "**City Documents**"), (ii) to execute and deliver the Official Statement, and to carry out all transactions contemplated by each of the City Documents, (iii) to adopt the Resolution approving the Fiscal Agent Agreement and enter into the other authorizing documents, (iv) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Fiscal Agent Agreement as provided herein, and (v) to carry out, give effect to and consummate the transactions contemplated by the Official Statement and the City Documents;

(b) The City Council has duly and validly (i) taken or caused to be taken, all proceedings necessary under the Constitution and the laws of the State of California in order to form the Assessment District and to confirm assessments (the "**Assessments**") on the parcels located within the Assessment District in the respective amounts shown in the report of the Assessment Engineer, approved by the City Council on _____, 2018 (the "**Engineer's Report**"), to cause each of the Assessments to be a valid lien upon the parcel upon which it was confirmed and to authorize the sale and issuance of the Bonds, (ii) authorized and approved the execution and delivery of the City Documents and the Bonds, (iii) authorized the preparation and delivery of the Preliminary Official Statement and the Official Statement and (iv) approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by each of the City Documents (including, without limitation, the collection of the Assessments) and the Assessment District has been validly formed, the Assessments have been validly confirmed and constitute liens on the respective parcels within the Assessment District, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents and the Bonds will constitute the valid, legal

and binding obligations of the City and will be enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(c) The City is not in breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound;

(d) Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the City Documents or the Bonds have been obtained and are in full force and effect;

(e) Except as disclosed in the Official Statement, there are, to the best knowledge of the City, no outstanding assessment liens against any of the properties within the City which are senior to or on a parity with the Assessments;

(f) Each of the Assessments has been duly and lawfully confirmed, may be collected in installments under the laws of the State, and constitutes a valid and legally binding lien on the property on which it has been confirmed;

(g) As of the date thereof, to the best knowledge of the City, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The information contained in the Official Statement is, as of the date hereof and will be, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to paragraph (i) below, true, correct and complete in all material respects and does not, as of the date hereof and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to paragraph (i) below, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined) if any event shall occur of which the City becomes aware as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event, and shall cooperate fully in furnishing any

information available to it for any supplement to the Official Statement necessary so that the statements therein as so amended or supplemented will not be misleading in light of the circumstances existing at such time; and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement (as used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public);

(i) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (h) above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph), at all times subsequent thereto up to and including the Closing Date, the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in light of the circumstances under which it was presented, not misleading;

(j) The Fiscal Agent Agreement creates a valid pledge of the Assessments and the moneys in the Assessment Fund, the Redemption Fund, the Improvement Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein; and said pledge constitutes a first lien on and security interest in all of the foregoing;

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the knowledge of the City, threatened against the City (i) which would materially adversely affect the ability of the City to perform its obligations under the City Documents or the Bonds, or (ii) seeking to restrain or to enjoin: (A) the development of any of the land within the Assessment District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or (D) the collection or application of the Assessments, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the City Documents, any tentative or final subdivision map or building permits applicable to property within the Assessment District, any other instruments relating to the development of any of the property within the Assessment District, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement, or the Official Statement or the powers or authority of the City with respect to the Bonds, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(l) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; *provided, however*, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any "blue sky" filing;

(m) Any certificate signed by any authorized official of the City authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(n) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(o) Based upon projections which the City believes are reasonable, the Assessments supporting the Bonds, when levied and collected by the City in accordance with the terms of the Assessments formula, assuming normal and reasonable delinquency rates, will provide a yearly cash flow sufficient to make timely payment of principal and interest on the Bonds;

(p) The City is not aware of any toxic waste conditions or adverse soils condition which would impair development within the Assessment District;

(q) The City will undertake, pursuant to the Disclosure Agreement, to provide annual reports and notice of certain events. Except as described in the Preliminary Official Statement and the Official Statement, the City has not failed to comply, in any material respects, with any continuing disclosure undertaking previously entered into by it pursuant to the provisions of Rule 15c2-12 for each of the past five (5) years;

(r) The Official Statement (except the portions thereof relating to DTC or its book-entry only system and the information under the sections entitled "CONCLUDING INFORMATION - Legal Opinion" and " - Tax Matters," and APPENDIX E - "BOOK-ENTRY ONLY SYSTEM," as to which no view need be expressed) is, as of the date thereof, and will be, as of the Closing Date, true, correct and complete in all material respects; and the Official Statement (except the portions thereof mentioned above, as to which no view need be expressed) does not, as of the date thereof, and will not, as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(s) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or (upon reasonable written notice from the Underwriter) within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final printed or electronic form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and agreements on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the City Documents, the Resolution of Formation and any other applicable agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel for the City, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), the validity or enforceability of the Assessments or the ability of the City to construct or acquire the improvements as contemplated by the City Documents, the Resolution of Formation and the Official Statement;

(4) any event occurring, or information becoming known, which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission (the "**SEC**") or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(9) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(10) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(11) any proceeding shall have been commenced or be threatened in writing by the SEC against the City; or

(12) the commencement of any action of the character described in Section 2(r); or

(13) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Exchange Act, and the Trust Indenture Act of 1939, as amended.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The City Documents and the Resolution of Formation together with a certificate dated as of the Closing Date of the City Clerk of the City, as applicable, to the effect that each such document is a true, correct and complete copy of the one duly adopted by the City Council and that it has not been amended, modified or rescinded since its adoption (except as may have been agreed to by the Underwriter) and is in full force and effect as of the Closing Date;

(2) The Official Statement duly executed;

(3) An unqualified approving opinion, dated the Closing Date and addressed to the City, of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel for the City, substantially in the form set forth in Appendix D to the Official Statement and a reliance letter dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel to the effect that (i) the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "CONCLUDING INFORMATION – Legal Opinion" and "CONCLUDING INFORMATION – Tax Matters," APPENDIX C – "SUMMARY OF THE FISCAL AGENT AGREEMENT" and APPENDIX D – "OPINION OF BOND COUNSEL," insofar as such statements purport to summarize certain provisions of the Fiscal Agent Agreement, Bond Counsel's final approving legal opinion with respect to the Bonds, and federal and State tax law, present an accurate summary of such provisions; (ii) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the Fiscal Agent Agreement, the Purchase Agreement and the Disclosure Agreement have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

(5) An opinion, dated the Closing Date and addressed to the City and the Underwriter, of Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel, to the effect that, without passing upon or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement or making any representation that they have independently verified the accuracy, completeness or fairness of any such statements, but on the basis of their participation in telephone conferences with the City's representatives, Bond Counsel, representatives of the Underwriter and others, during which conferences the contents of the Official Statement and related matters were discussed and in reliance thereon and on the records, documents, certificates and opinions herein mentioned (as set forth above), during the course of their representation of the City on the matter, no facts came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused such firm to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material

fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion need be expressed as to the Appendices of the Official Statement or any financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion or any information about feasibility, valuation, appraisals, absorption, real estate, archaeological or environmental matters, or any information about book-entry, tax exemption or The Depository Trust Company included or referred to therein);

(6) A Certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect and the Bonds and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the City Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to the best of his or her knowledge, except as described in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened in any way affecting the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the development of property within the Assessment District, the issuance, sale or delivery of the Bonds or the exclusion from gross income for federal income tax purposes or State personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Assessments to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement, the Resolution of Formation, the Purchase Agreement or any action of the City or which the City contemplated by any of said documents; (ii) the City is duly organized and validly existing under the laws of the State, with, as the case may be, full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Purchase Agreement, the Bonds and the Fiscal Agent Agreement; (iii) the Resolution, which authorized issuance of the Bonds and approved the form and substance of the Fiscal Agent Agreement, the Purchase Agreement and the Disclosure Agreement has been duly adopted by the City Council of the City, (iv) to the best of his or her knowledge after due inquiry, the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Assessments, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion is expressed regarding compliance with “blue sky” or other securities laws or regulations whatsoever; (v) the City Council has duly and validly adopted the resolutions and the Resolution of Formation at meetings of the City Council which were called and held pursuant to law and with all public notice required by law, and the resolutions and the Resolution of Formation are now in full force and effect and have not been amended; (vi) the City has duly authorized, executed

and delivered the Purchase Agreement, the Fiscal Agent Agreement and the Bonds and has duly authorized the preparation and delivery of the Official Statement; and (vii) the Purchase Agreement, the Disclosure Agreement, the Bonds and the Fiscal Agent Agreement constitute legal, valid and binding agreements of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(8) One counterpart original or copy certified by the Clerk of the City of a transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds;

(9) The Certificate of the Fiscal Agent, dated the Closing Date, to the effect that (i) the Fiscal Agent is duly organized and existing as a national association under the laws of the State having the full power and authority to perform its duties under the Fiscal Agent Agreement; (ii) the Fiscal Agent is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Fiscal Agent of the other transactions contemplated to be performed by the Fiscal Agent in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (iv) compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties;

(10) A certified copy of the general resolution of the Fiscal Agent authorizing the execution and delivery of any City Documents to which the Fiscal Agent is a party;

(11) An opinion, dated the Closing Date and addressed to the Underwriter and the City, of counsel to the Fiscal Agent in form and substance acceptable to the Underwriter;

(12) The Disclosure Agreement;

(13) A certificate of Harris & Associates, Inc., dated the Closing Date, to the effect that (i) the statements contained in the Official Statement relating to the size and location of the Assessment District, the amounts of the Assessments and the Engineer's Report and all other information furnished by it therein do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) in the opinion of Harris & Associates, Inc., the assessments, as set forth in the Engineer's Report, have been spread in conformance with the requirements of the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code);

(14) A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(15) A copy of Internal Revenue Service Form 8038-G, executed by an authorized officer of the City;

(16) An opinion of Kutak Rock LLP, counsel to the Underwriter, addressed to the Underwriter and in form and substance acceptable to the Underwriter; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein, and the due performance or satisfaction by the City and the Fiscal Agent at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by either of them in connection with the transactions contemplated hereby by the City Documents and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 4 and Section 5 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of their obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3 hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds or the City Documents or the existence or powers of the City; and

(b) As of the Closing Date, the City shall receive the approving opinions of Bond Counsel and Disclosure Counsel referred to in Section 3 hereof, dated as of the Closing Date.

5. Expenses.

Whether or not the Bonds are delivered to the Underwriter set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to DTC, the cost of printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; the cost of the overlapping debt statement and the fees and disbursements of the Fiscal Agent for the Bonds, Disclosure Counsel and Bond Counsel and any accountants, engineers or any other experts or consultants the City have retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, CUSIP Bureau and CDIAC fees; the cost of preparation of any "blue sky" or legal investment memoranda; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this Section), including the fees and disbursements of its counsel and any advertising expenses.

The City acknowledges that the Underwriter will pay from the underwriter's expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charged by the California Debt and Investment Advisory Commission.

6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Newport Beach, 100 Civic Center Drive, Newport Beach, California 92660; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. This Purchase Agreement shall not be assigned by the City or the Underwriter.

8. Survival of Representations, Warranties and Agreements. The representations, warranties and agreements of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance. This Purchase Agreement may be signed in counterparts by each party.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the City and represents the entire agreement of the parties as to the subject matter herein.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Managing Director

ACCEPTED:

CITY OF NEWPORT BEACH

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: _____
Assistant City Attorney

APPENDIX A
MATURITY SCHEDULE

$_____
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

Maturity (September 2)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) Issuer means City of Newport Beach.

(b) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: _____

By: _____

Name: _____

Dated: _____, 2021

Attachment E

Preliminary Official Statement (with Continuing Disclosure Agreement as Appendix F)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE – BOOK ENTRY ONLY **NOT RATED**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, subject to certain qualifications described in the Official Statement, under existing statutes, regulations, rules and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in the Official Statement, the interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, such interest (and original issue discount) is exempt from State of California personal income taxes. See "CONCLUDING INFORMATION—Tax Matters" herein.

$4,585,000*

[DAC BOND LOGO]

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

Dated: Date of Delivery **Due: September 2, as shown inside cover**

The City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A (the "Bonds") are limited obligations of the City of Newport Beach (the "City") secured by special assessments to be levied on real property located within the City of Newport Beach Assessment District No. 113 (the "Assessment District").

The design and undergrounding of certain utilities within the Assessment District (the "Improvements") being financed by the City and the levy of special assessments within the Assessment District will be undertaken as provided by the Municipal Improvement Act of 1913. The Bonds are issued pursuant to provisions of the Improvement Bond Act of 1915 and a Fiscal Agent Agreement dated as of _____ 1, 2021 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent") to (i) fund the Reserve Fund for the Bonds, (ii) finance capitalized interest on the Bonds through September 2, 2021, (iii) pay costs of issuance, (iv) reimburse the City for the costs of forming the Assessment District, (v) fund certain administrative expenses relating to the Assessment District, and (vi) pay the costs of the Improvements. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT DISTRICT" herein.

The Bonds are being issued in fully registered book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") in the denomination of $5,000 or any integral multiple thereof. Interest is payable semiannually on March 2 and September 2 of each year, commencing September 2, 2021. Purchasers will not receive certificates representing their interest in the Bonds. Payments of principal and interest on the Bonds will be paid by the Fiscal Agent directly to the registered owner of the Bonds. Upon receipt of payments of principal and interest on Bonds registered to its nominee, DTC is to remit such principal and interest to DTC Participants (as defined herein) for subsequent disbursement to the beneficial owners of such Bonds. See APPENDIX E—"BOOK-ENTRY ONLY SYSTEM."

The Bonds are subject to redemption prior to maturity as described under "THE BONDS—Redemption of Bonds" herein.

Under the provisions of the Improvement Bond Act of 1915, installments of principal and interest sufficient to meet annual Bond debt service will be levied by the City and billed by the County of Orange (the "County") to owners of property within the Assessment District against which there are unpaid assessments. Upon receipt by the City from the County, these annual assessment installments are to be deposited into the Assessment Fund to be held by the City and used to pay debt service on the Bonds as they become due. The Bonds will be secured by a pledge and lien on the assessments and moneys on deposit in the Assessment Fund.

Unpaid assessments constitute fixed liens on the parcels assessed within the Assessment District and do not constitute a personal indebtedness of the respective owners of such parcels. Accordingly, in the event of a delinquency, proceedings may be taken only against the real property securing the delinquent assessment. Thus, the value of land within the Assessment District is a critical factor in determining the investment quality of the Bonds. See "THE ASSESSMENT DISTRICT—Value-to-Assessment Lien Ratios" and "BONDOWNERS' RISKS—Land Values" herein.

The Fiscal Agent will establish a Reserve Fund and deposit therein Bond proceeds in the amount of the Reserve Requirement to provide funds for payment of principal and interest on the Bonds in the event of any delinquent assessment installments. The City's obligation to advance funds to the Redemption Fund as a result of delinquent installments is limited to the balance in the Reserve Fund. The City has covenanted to initiate judicial foreclosure in the event of a delinquency as described herein. See "SECURITY FOR THE BONDS—Covenant to Foreclose and Court Foreclosure Proceedings."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF NEWPORT BEACH, THE COUNTY OF ORANGE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE FISCAL AGENT AGREEMENT.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement, including, without limitation, "BONDOWNERS' RISKS," to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and delivered to the Underwriter subject to the approval of Stradling Yocca Carlson & Rauth, Newport Beach, California, Bond Counsel and Disclosure Counsel. Certain matters will be passed upon for the City by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Bonds will be available for delivery to The Depository Trust Company in New York, New York on or about _____, 2021.

[STIFEL LOGO]

Dated: _____, 2021

* *Preliminary; subject to change.*

$_____

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

BASE CUSIP†: 651784
MATURITY SCHEDULE

Maturity Date (September 2)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*

† *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright(c) 2021 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter takes any responsibility for the accuracy of CUSIP data in this Official Statement. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.*

CITY OF NEWPORT BEACH
COUNTY OF ORANGE, CALIFORNIA

CITY COUNCIL

Brad Avery, *Mayor*
Kevin Muldoon, *Mayor Pro Tem*
Joy Brenner, *Councilmember*
Diane Dixon, *Councilmember*
Duffy Duffield, *Councilmember*
Noah Blom, *Councilmember*
Will O'Neill, *Councilmember*

CITY OFFICIALS

Grace Leung, *City Manager*
Scott Catlett, *Finance Director*
Aaron Harp, *City Attorney*
Leilani Brown, *City Clerk*

BOND COUNSEL AND DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

MUNICIPAL ADVISOR

Urban Futures, Inc.
Tustin, California

FISCAL AGENT

U.S. Bank National Association
Los Angeles, California

ASSESSMENT ENGINEER

NV5
Irvine, California

No dealer, broker, salesperson or other person has been authorized by the City, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein which has been obtained by the City from third party sources is believed to be reliable but is not guaranteed as to accuracy or completeness by the City or the Fiscal Agent. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the landowners within the City or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

While the City maintains an internet website for various purposes, none of the information on that website is incorporated by reference herein or intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the City.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the caption "THE ASSESSMENT DISTRICT."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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ASSESSMENT DISTRICT AERIAL

$4,585,000*
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

INTRODUCTION

Purpose

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Newport Beach (the "City") of the $4,585,000* City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A (the "Bonds"). The proceeds of the Bonds will be used to (i) fund the Reserve Fund for the Bonds, (ii) finance capitalized interest on the Bonds through September 2, 2021, (iii) pay costs of issuance, (iv) reimburse the City for the costs of forming the Assessment District, (v) fund certain administrative expenses relating to the Assessment District, and (vi) pay the costs for the design and undergrounding of certain utilities (the "Improvements") within the City of Newport Beach Assessment District No. 113 (the "Assessment District"). See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT DISTRICT" herein.

The Bonds are to be issued pursuant to a Fiscal Agent Agreement by and between the City and U.S. Bank National Association (the "Fiscal Agent"), dated as of _____ 1, 2021 (the "Fiscal Agent Agreement") and a Resolution adopted by the City Council of the City on _____, 2021 (the "Resolution of Issuance"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon the Assessments (as defined therein) and all moneys on deposit in the Assessment Fund, the Redemption Fund and the Reserve Fund. See "SECURITY FOR THE BONDS."

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in, this entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined herein shall have the meanings set forth in APPENDIX C—"SUMMARY OF THE FISCAL AGENT AGREEMENT—Definitions" herein.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget" or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the caption "THE ASSESSMENT DISTRICT."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY

* *Preliminary; subject to change.*

FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

The Assessment District

The Assessment District is located in the City in an area that generally consists of the west end of Balboa Island, running from the west end of the island to Agate Avenue. There are 163 parcels in the Assessment District with unpaid assessments securing the Bonds. The property in the Assessment District is zoned primarily residential and all parcels with unpaid Assessments have been developed. See "THE ASSESSMENT DISTRICT" herein.

Assessment proceedings were initiated by the City Council of the City pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code (the "Act") by adoption of Resolution No. 2018-68 on September 25, 2018, declaring its intention to form the Assessment District. NV5, Irvine, California, (the "Assessment Engineer"), prepared a written report which contained among other things, the proposed assessment for each parcel of land in the Assessment District. The written report was filed and preliminarily approved by the City Council by Resolution No. 2018-69 adopted on September 25, 2018 (the "Engineer's Report"). On November 27, 2018, a public hearing was duly held as noticed, and all persons interested and desiring to be heard were given an opportunity to speak and be heard, and all matters pertaining to the levy were fully heard and considered by the City Council, and all oral statements and all written protests or communications were duly considered. Following the public hearing, the assessment ballots were tabulated by the Assessment Engineer and the City Clerk and it was found that a majority protest as defined by Article XIIID of the California Constitution did not exist.

The Assessments were confirmed by the City on November 27, 2018, and the Assessment Diagram was recorded in the County Recorder's Office on November 30, 2018. However, the City did not record the notice of assessment for the District until February 16, 2021. Between the time of the confirmation of the Assessments and the recordation of the notice of assessment, there were changes in the ownership of 23 properties within the Assessment District; and the aggregate amount of the Assessments applicable to such properties was $621,590. The City believes that most, if not all, of the subsequent purchasers of these properties acquired them with actual or constructive knowledge of the existence of the Assessment District and the applicable Assessment. The City has covenanted in the Fiscal Agent Agreement that it will prepay the outstanding amount of any Assessment that is declared to be invalid as a result of the lack of actual or constructive notice thereof on the part of the owner of the applicable property in a final, non-appealable judgment against the City.

On November 27, 2018, the City Council adopted its resolution confirming the proposed assessments. The City Council confirmed a total assessment of $6,249,500. The City has recorded such confirmed assessments. Upon recordation, the assessments became liens against the various assessed parcels.

All property owners in the Assessment District were then given mailed notice of the opportunity to pay all or a portion of their Assessments in cash. Originally, there were 215 assessed parcels with Assessments totaling $6,249,500. During the cash prepayment period, 52 parcels fully prepaid their Assessments. There remains $4,589,189 of unpaid Assessments securing the Bonds (the "Assessments"). See "SECURITY FOR THE BONDS."

Property Values and Value-to-Assessment Lien Ratios

The aggregate assessed value of the parcels in the City with unpaid Assessments, as shown in the County of Orange assessor's roll for fiscal year 2020-21, was $294,828,504. The ratio of the assessed value of

such parcels to the total amount of the unpaid Assessments, is approximately 64.24* to 1. See "THE ASSESSMENT DISTRICT—Value-to-Lien Assessment Ratios" for certain value-to-lien information with respect to the parcels within the Assessment District. See "THE ASSESSMENT DISTRICT—Direct and Overlapping Indebtedness" for a description of certain other taxes and assessments imposed upon the property within the Assessment District.

No Additional Bonds

The City is not authorized to issue additional bonds (other than the Bonds or any refunding bonds) secured by the Assessments.

The Improvements

Bond proceeds will primarily be used to provide financing to underground overhead power, telephone and cable facilities in the Assessment District. The proposed underground utility improvements will provide conversion to an upgraded utility system and are expected to enhance neighborhood aesthetics, safety and reliability. See APPENDIX B—"ENGINEER'S REPORT."

Professionals Involved in the Offering

U.S. Bank National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement. Digital Assurance Certification, LLC, Orlando, Florida, will serve as the initial Dissemination Agent under the City's Continuing Disclosure Agreement. Urban Futures, Inc., Tustin, California, will act as Municipal Advisor to the City in connection with the Bonds. The legal proceedings in connection with the issuance and delivery of the Bonds are subject to the approval as to their legality of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel and Disclosure Counsel. Certain legal matters will be passed on for the City by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. Other professional services have been performed by NV5, Irvine, California, as Assessment Engineer, and Willdan Financial Services, as Assessment District Consultant.

For information concerning financial or other interests which certain of the above-mentioned professionals, advisors, counsel and agents may have in the offering of the Bonds, see "CONCLUDING INFORMATION—Financial Interests" herein.

Continuing Disclosure

The City has agreed to provide, or cause to be provided, to each nationally recognized municipal securities information repository and any public or private repository or entity designated by the State as a state repository for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, as amended, certain annual financial information and operating data. The City has further agreed to provide notice of certain enumerated events. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5). See "CONCLUDING INFORMATION—Continuing Disclosure" herein and Appendix F hereto for a description of the specific nature of the annual reports and notices of enumerated events to be provided by the City.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "BONDOWNERS' RISKS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in

* *Preliminary, subject to change.*

the Bonds. The purchase of the Bonds involves risks, and the Bonds are not suitable investments for some types of investors. See "BONDOWNERS RISKS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City Council of the City, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement and other documents and information referred to herein are available for inspection and (upon request and payment to the Fiscal Agent of a charge for copying, mailing and handling) for delivery from the Fiscal Agent.

ESTIMATED SOURCES AND USES OF FUNDS

The Fiscal Agent will receive the proceeds from the sale of the Bonds upon delivery of such Bonds to the purchasers thereof. The proceeds of the Bonds will be applied as set forth in the following table:

SOURCES:	
Par Amount of Bonds	$
Less Net Original Issue Discount	
Less Underwriter's Discount	
Total Sources	$
USES:	
Improvement Fund[(1)]	$
Costs of Issuance Fund[(2)]	
Interest Account[(3)]	
Administrative Expense Fund[(4)]	
Reserve Fund	
Total Uses	$

(1) Amounts to be used to finance the construction of the Improvements.

(2) Includes costs of issuance, such as Fiscal Agent, Municipal Advisor, Bond Counsel and Disclosure Counsel fees and costs, printing costs and other related costs for the issuance of Bonds, reimbursable expenses of the City, certain upfront design and engineering costs and the costs of the formation of the Assessment District.

(3) To fund interest on the Bonds through approximately September 2, 2021.

(4) To fund certain administrative expenses relating to the Assessment District.

THE BONDS

General

The $4,585,000* aggregate principal amount of the Bonds was authorized for issuance by the Resolution of Issuance and are being issued by the City pursuant to the Act and the Fiscal Agent Agreement between the City and the Fiscal Agent.

The Bonds will be dated their date of delivery and mature on September 2 in the years and in the amounts shown on the cover page of this Official Statement. Interest shall be payable semiannually on March 2 and September 2 of each year until maturity commencing September 2, 2021. The Bonds are issued as fully registered bonds, with authorized denominations of $5,000 and any increment of $5,000 in excess thereof.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated after a Record Date and on or before the immediately succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated before the close of business on the first Record Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the date of original delivery of the Bonds, if no interest has previously been paid or made available for payment on the Outstanding Bonds.

Interest on the Bonds is payable by the Fiscal Agent on each Interest Payment Date, until the principal amount of a Bond including mandatory sinking fund payments thereon, if any, has been paid or made available for payment, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of the Business Day on the Record Date preceding the Interest Payment Date. The Bonds will be held in book-entry form and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), all interest payments will be made directly to DTC for distribution to the beneficial owners in accordance with DTC's procedures. See APPENDIX E—"BOOK-ENTRY ONLY SYSTEM" herein.

Redemption of Bonds*

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date on and after September 2, 20__ from such maturities as selected by the City, from any source of funds other than Prepayment of Assessments, including, but not limited to, surplus monies on deposit in the Improvement Fund, at the following redemption prices (expressed as a percentage of the principal amount being redeemed), together with accrued interest to the date of redemption:

Redemption Date	***Redemption Prices***
September 2, 20__ and March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

Mandatory Redemption From Assessment Prepayments. Whenever, as of an Interest Payment Date, there are sufficient funds in the Prepayment Account of the Redemption Fund from the proceeds of prepayments of Assessments, the Bonds shall be called for redemption as provided in Part 11.1 of the Improvement Bond Act of 1915 (the "1915 Act"). Each Bond, or any portion thereof, in the principal amount

* *Preliminary, subject to change.*

* *Preliminary, subject to change.*

of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity on any Interest Payment Date in any year pro rata among maturities, by giving notice to the Owner thereof and by paying the principal amount thereof, plus interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment, together with a redemption premium (expressed as percentages of the principal amount of the Bonds to be redeemed) at the following redemption prices:

Redemption Date	***Redemption Prices***
Interest Payment Dates on or prior to March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

Mandatory redemption from prepayments of Assessments could reduce the otherwise expected yield on the Bonds. See "BONDOWNERS' RISKS – Potential Early Redemption of Bonds from Prepayments or Other Sources."

Mandatory Sinking Fund Redemption. The Bonds shall be called before maturity and redeemed, from mandatory sinking fund payments that have been deposited into the Redemption Fund, on September 2, 20___, and on each September 2 thereafter prior to maturity and at maturity, in accordance with the schedule of payments set forth below. The Bonds so called for redemption shall be selected by the Fiscal Agent by lot and shall be redeemed at a redemption price for each redeemed bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 2, ____

Redemption Date (September 2)	***Principal Amount***
(maturity)	

In the event of a partial optional redemption or mandatory redemption of the Bonds, each of the remaining mandatory sinking fund payments for such Bonds, as described above, will be reduced, as nearly as practicable, on a pro rata basis as directed by the City.

Purchase of Bonds

In lieu of payment at maturity or redemption, moneys in the Redemption Fund may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus the premium, if any, which would be paid upon redemption, plus interest accrued to the date of purchase.

Notice of Redemption

With respect to the Bonds held in book-entry form, notices of redemption will be mailed only to The Depository Trust Company and not to any beneficial owner of the Bonds.

The Fiscal Agent shall cause notice of any redemption to be mailed by registered or certified mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the securities depository and to certain information services, and to the respective registered Owners of any Bonds

designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent; but the actual receipt of any notice shall not be a condition precedent to such redemption and failure to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date.

A notice of redemption for optional redemption may be conditioned on the receipt by the City of sufficient funds to effect the redemption. If sufficient funds are not received by the City by the redemption date, the redemption shall not occur and the Bonds will remain outstanding under the Fiscal Agent Agreement. If any redemption is cancelled due to lack of sufficient funds, the Fiscal Agent shall mail a notice to the Bondowners stating that such redemption was cancelled and did not occur.

Selection of Bonds for Redemption

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds, the City shall select the Bonds for redemption in such a way that the ratio of Outstanding Bonds to issued Bonds shall be approximately the same in each maturity of the Bonds insofar as possible. The Fiscal Agent shall select the particular Bonds to be redeemed from each maturity by lot.

Refunding Bonds

Pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the Streets and Highways Code) (the "1984 Act"), the City may issue refunding bonds for the purpose of redeeming the Bonds. The City may issue and sell refunding bonds without giving notice to and conducting a hearing for the owners of property in the Assessment District or giving notice to the owners of the Bonds if the City Council makes the findings required in the 1984 Act.

Registration, Exchange or Transfer

The registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity. The Fiscal Agent will not charge the Owner for any new Bond issued upon any exchange or transfer, but shall require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. The cost of printing any Bonds and any services rendered or any expenses incurred by the Fiscal Agent in connection with any exchange or transfer shall be paid by the City as Administrative Expenses. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond or Bonds of the same maturity for a like aggregate principal amount; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of Bonds (a) 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (b) with respect to a Bond after such Bond has been selected for redemption.

Annual Debt Service

Table 1 below sets forth the annualized debt service on the Bonds based on the maturity schedule and interest rates set forth on the cover page of this Official Statement assuming no earlier redemption thereof (other than mandatory sinking fund redemption, if any).

TABLE 1
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

Annualized Debt Service

Year Ending September 2	*Principal*	*Interest*	*Total*
	$	$	$
Total	$	$	$

Source: Underwriter.

SECURITY FOR THE BONDS

Limited Obligation

The obligation of the City relating to the Bonds is not a general obligation of the City, but is a limited obligation, payable solely from the Assessments and from the funds pledged therefor under the Fiscal Agent Agreement. Neither the faith and credit nor the taxing power of the City, the County or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds. **Notwithstanding any other provision of the Fiscal Agent Agreement, the City is not obligated to advance available surplus funds from the City treasury to cure any deficiency in the Redemption Fund.**

Assessment Liens and Installments

The Bonds are issued upon and secured by and payable solely from the unpaid Assessments on parcels of property within the Assessment District together with interest thereon, and such unpaid Assessments, together with interest thereon, constitute a fund for the redemption and payment of the principal, including mandatory sinking fund payments, if any, of the Bonds and the interest thereon and premium, if any. The Bonds are secured by the moneys in the Assessment Fund, the Redemption Fund and the Reserve Fund created pursuant to the Fiscal Agent Agreement. Amounts in the Reserve Fund will secure the payment of debt service on the Bonds.

THE BONDS ARE NOT SECURED BY THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF ORANGE OR THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS, NOR IS THE FULL FAITH AND CREDIT OF THE CITY, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS PLEDGED TO THE PAYMENT OF THE BONDS.

Although the unpaid Assessments constitute fixed liens on the parcels assessed, they do not constitute a personal indebtedness of the respective owners of such parcels. There can be no assurance as to the ability or the willingness of such owners to pay the unpaid Assessments when due. See "BONDOWNERS' RISKS" herein.

The unpaid Assessments will be collected in annual installments, together with interest, on the County secured tax roll on which general taxes on real property are collected (the "Assessment Installments"). The Annual Installments will also nclude an amount for the payment of administrative expenses in the amount set forth in the Engineer's Report; such amounts are not available to pay debt service on the Bonds. The Assessment Installments are payable and become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes. The properties upon which the Assessments are levied are subject to the same provisions for sale and redemption as are properties for nonpayment of general taxes. The City shall immediately deposit the annual Assessment Installments into the Assessment Fund held by the City upon receipt from the County. Amounts in the Assessment Fund shall secure the payment of debt service on the Bonds. On or prior to the first day of March and September of each year, the City shall transfer to the Fiscal Agent for deposit into the Redemption Fund and the Reserve Fund the amount required in the Fiscal Agent Agreement.

The Assessment Installments billed against each of the parcels in the Assessment District each year represent a pro rata share of the total principal, including mandatory sinking fund payments, if any, and interest coming due on all of the Bonds that year, including any amounts needed to replenish the Reserve Fund. The amount billed against each parcel is based on the percentage which the unpaid Assessment against the property bears to the total of unpaid Assessments in the Assessment District. The failure of a property owner to pay an annual Assessment Installment will not result in an increase in Assessment Installments against other property in the Assessment District.

Each property owner has a statutory right to prepay the Assessment on a parcel in whole or in part on any date. Amounts received as prepaid Assessments will be deposited in the Prepayment Account of the Redemption Fund and shall be used solely for the purpose of redeeming Bonds. See "THE BONDS—Redemption of Bonds—*Mandatory Redemption from Assessment Prepayments*."

Limited Obligation Upon Delinquency

THE BONDS ARE LIMITED OBLIGATIONS OF THE CITY AND ARE PAYABLE SOLELY FROM THE ASSESSMENTS AND THE ASSETS PLEDGED THEREFOR UNDER THE FISCAL AGENT AGREEMENT. THE CITY HAS DETERMINED NOT TO OBLIGATE ITSELF AND HAS NO LEGAL OR MORAL OBLIGATION TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO

PAY BOND DEBT SERVICE IN THE EVENT OF DELINQUENT ASSESSMENT INSTALLMENTS. BONDOWNERS SHOULD NOT RELY UPON THE CITY TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO THE REDEMPTION FUND. NOTWITHSTANDING THE FOREGOING, THE CITY MAY, AT ITS SOLE OPTION AND IN ITS SOLE DISCRETION, ELECT TO ADVANCE SUCH FUNDS.

Reserve Fund

The Fiscal Agent Agreement provides that a Reserve Fund must be maintained. As established by the Fiscal Agent Agreement, the Reserve Fund is to be held by the Fiscal Agent. The amount to be maintained in the Reserve Fund is to equal the Reserve Requirement. The Reserve Requirement means, as of any date of calculation, 50% of the then maximum annual debt service due on the Bonds. Upon issuance of the Bonds, the Reserve Requirement shall be $_____. Moneys in the Reserve Fund shall be held for the benefit of the Owners of the Bonds as a reserve for the payment of the principal of, including mandatory sinking fund payments, if any, and interest on the Bonds and shall be subject to a lien in favor of the Owners of the Bonds. See APPENDIX C—"SUMMARY OF FISCAL AGENT AGREEMENT."

In connection with an Assessment prepayment, the amount of each Assessment prepaid shall be reduced by the amount the Fiscal Agent is required to transfer from the Reserve Fund for deposit in the Prepayment Account of the Redemption Fund. Under the Fiscal Agent Agreement, the Fiscal Agent is to transfer the portion of the balance then in the Reserve Fund equal to the proportion that the Assessment prepaid bears to the total of all Assessments remaining unpaid as of such date. The City shall notify, or shall cause the Fiscal Agent to be notified of the amount so transferred. After each such transfer, the Reserve Requirement shall be reduced by the amount of the related transfer.

Whenever there are insufficient funds in the Redemption Fund to meet the next maturing installment of principal of, including mandatory sinking fund payments, if any, or interest on the Bonds, the Fiscal Agent shall transfer from the Reserve Fund for deposit into the Redemption Fund an amount necessary to satisfy such deficiency. The City agrees in the Fiscal Agent Agreement that if such insufficiency was caused by delinquent payment of Assessment Installments, then an amount equal to the amount so transferred shall be reimbursed and transferred by the City to the Fiscal Agent, for deposit in the Reserve Fund from the proceeds of redemption or sale of the delinquent parcel.

If at any time the amount of interest earned by the investment of any portion of the Reserve Fund, together with the principal amount in the Reserve Fund, shall exceed the Reserve Requirement, such excess shall, at the written direction of the City, be transferred by the Fiscal Agent to the Redemption Fund and shall be credited by the City upon the unpaid Assessments in the manner set for the in the 1913 Act.

Whenever the balance in the Reserve Fund and the Redemption Fund is sufficient to retire all the remaining outstanding Bonds, the Fiscal Agent shall transfer at the written direction of the City the balance in the Reserve Fund to the Redemption Fund and the City shall cease the collection of the principal and interest on the unpaid Assessments. In such case, the City shall credit the balance so transferred against the Assessments remaining unpaid in the manner set forth in the 1915 Act.

THE CITY HAS NO OBLIGATION TO REPLENISH THE RESERVE FUND EXCEPT TO THE EXTENT THAT DELINQUENT ASSESSMENT INSTALLMENTS ARE PAID OR PROCEEDS FROM FORECLOSURE SALES ARE REALIZED.

Covenant to Foreclose and Court Foreclosure Proceedings

The 1913 Act provides that in the event any Assessment or installment thereof or any interest thereon is not paid when due, the City may order the institution of a court action to foreclose the lien of the unpaid Assessment. In such an action, the real property subject to the unpaid Assessment may be sold at judicial

foreclosure sale. This foreclosure sale procedure is not mandatory. However, pursuant to the Fiscal Agent Agreement, the City will review the public records of the County of Orange, California, in connection with the collection of the Assessment Installments not later than August 1 of each year to determine the amount of Assessment Installments collected in the prior Fiscal Year. If the City determines that any parcel or parcels are delinquent in the payment of Assessment Installments, then the City will cause judicial foreclosure proceedings to be filed in the Superior Court not later than December 1 of each year, and will prosecute diligently such foreclosure proceedings to judgment and judicial foreclosure sale; provided, however, the commencement of any foreclosure action may be deferred in the sole discretion of the City if, and only so long as, the amount in the Reserve Fund is not less than seventy percent (70%) of the Reserve Requirement.

The 1913 Act provides that the court in a foreclosure proceeding has the power to order property securing delinquent Assessment Installments to be sold for an amount not less than all Assessment Installments, interest, penalties, costs, fees and other charges that are delinquent at the time the foreclosure action is ordered and certain other fees and amounts as provided in the 1913 Act. The court may also include subsequent delinquent Assessment Installments and all other delinquent amounts.

If the property to be sold fails to sell for the minimum price described above, the City may petition the court to modify the judgment so that the property may be sold at a lesser price or without a minimum price. In certain circumstances, the court may modify the judgment after a hearing if the court makes certain determinations, including, but not limited to, a determination that the sale at less than the minimum price will not result in an ultimate loss to the Owners of the Bonds, or a determination that the Owners of at least 75% of the principal amount of the Bonds outstanding have consented to the petition and the sale will not result in an ultimate loss to the nonconsenting Bond Owners. Neither the property owner, nor any holder of a security interest in the property, nor any defendant in the foreclosure action, nor any agent thereof may purchase the property at the foreclosure sale for less than the minimum price.

For any lot or parcel with not more than 4 dwelling units, a period of 140 days must elapse after the date of the notice of levy of the interest in real property is served on the judgment debtor before the sale of such lot or parcel can be made. However, pursuant to Streets and Highways Code Section 8832, the 140 day period may be shortened to 20 days for undeveloped property. If the judgment debtor fails to redeem, and if the purchaser at the sale is the judgment creditor (e.g., the City), an action may be commenced by the delinquent property owner within 90 days after the date of sale to set aside such sale.

In the event court foreclosure proceedings are commenced by the City, there may be delays in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings to completion, including the receipt of the City of the proceeds of the foreclosure sale. It is also possible that no qualified bid will be received at the foreclosure sale. See "BONDOWNERS' RISKS" herein.

Priority of Assessment Lien

The Assessments (and any further assessment or reassessment) and each installment thereof and any interest and penalties thereon constitute a lien against the lots and parcels of land on which they were imposed until paid. Such lien has priority over all fixed special assessment liens which may thereafter be created against the property, and also has priority over all private liens, including the lien of any mortgage or deed of trust whenever created. Such lien is co-equal to and independent of the lien for general taxes. See "THE ASSESSMENT DISTRICT—Direct and Overlapping Indebtedness" and "BONDOWNERS' RISKS—FDIC/Federal Government Interests in Parcels."

No Additional Bonds

The City is not authorized to issue additional bonds (other than the Bonds or any refunding bonds) secured by the Assessments. See "THE BONDS—Refunding Bonds" above.

THE ASSESSMENT DISTRICT

Description of the Assessment District

The property in the Assessment District is zoned residential and consists of a variety of completed structures. Originally, there were 215 assessed parcels with Assessments totaling $6,249,500. During the cash prepayment period, 52 parcels fully prepaid their Assessments. There remains $4,589,189 of unpaid Assessments secured against the remaining parcels within the Assessment District. The first installment of Assessments is expected to be levied in Fiscal Year 2021-22. The Assessment District is located in the City in an area that generally consists of the west end of Balboa Island, running from the west end of the island to Agate Avenue. The aggregate assessed value of parcels in the Assessment District with unpaid Assessments was $294,828,504 for Fiscal Year 2020-21. The Improvements financed by the Assessment District will consist of the design and undergrounding of certain utilities within the Assessment District. Costs of the Improvements are estimated to be $5,109,000. See "ESTIMATED SOURCES AND USES OF FUNDS." Any surplus monies on deposit in the Improvement Fund may be used to redeem Bonds. See "THE BONDS—Redemption of Bonds."

Description of Improvements

The Assessment District was formed to provide financing to underground power, telephone and cable facilities within the Assessment District. The proposed underground utility improvements will provide conversion to an upgraded utility system and will enhance neighborhood aesthetics, safety and reliability. The undergrounding project is expected to be completed by early 2024 and each parcel will be responsible for connecting to the undergrounded utilities after project completion at its owner's expense.

The following table shows a summary of the District Improvement Project Cost Estimate as contained in the Final Engineer's Report prepared by the Assessment Engineer, a copy of which is attached hereto as Appendix B.

TABLE 2
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
ENGINEER'S ESTIMATE OF COSTS AND EXPENSES

UTILITY ENGINEERING & CONSTRUCTION	
Southern California Edison	$ 390,000.00
AT&T	78,000.00
Civil Utility Construction Cost	3,554,000.00
Paving Restoration Cost	421,000.00
Contingency 15%	666,000.00
Total Construction:	**$ 5,109,000.00**
INCIDENTAL EXPENSES[1]	
Total Incidental Expenses:	**$ 712,500.00**
Total Construction and Incidental Expenses:	**$ 5,821,500.00**
FINANCIAL COSTS[2]	
Total Financial Costs[3]:	**$ 428,000.00**
TOTAL ESTIMATE:	**$ 6,249,500.00**

(1) Includes costs for inspection, engineering, administration, printing, consultants and legal fees.
(2) Includes Bond Reserve (5.0%), Underwriter's Discount (1%) and Capitalized Interest (1.3%).
(3) Amount shown does not include savings due to payments received during cash collection period.
Source: Assessment Engineer's Report.

Formation Proceedings

The City Council has taken proceedings under the 1913 Act for the formation of the Assessment District and has confirmed the Assessments, which Assessments and a related diagram were recorded in the office of the Superintendent of Streets, and with the County Recorder of the County. A notice of assessment, as prescribed in Section 3114 of the Streets and Highways Code, was recorded with the County Recorder of the County, whereupon the Assessments attached as a lien upon the property assessed within the Assessment District as provided in Section 3115 of the Streets and Highways Code. On November 27, 2018, the City Council conducted a duly noticed public hearing regarding the formation of the Assessment District. As of the close of the public hearing, there was no majority protest. Property owners were then given an opportunity to prepay their assessments in cash or to pay them in annual installments following the issuance of the Bonds. At the end of the cash collection period, a list of unpaid assessments was filed with the Director of Finance of the City, acting as treasurer pursuant to Section 8620 of the 1915 Act totaling $4,589,189.

Allocation of Assessments

The Assessment District was formed under the authority of the Act and Article XIIID of the California State Constitution, together with its implementing legislation (collectively "Proposition 218"), which require that local agencies levy assessments according to the special benefit and prescribe the procedures for such levy. Costs and expenses of the proposed Improvements must be apportioned against the parcels in the Assessment District by a formula which proportionally and equitably distributes the costs in direct proportion to the estimated special benefits these parcels receive from the Improvements. Neither the Act or Proposition 218 specifies the method that is used to apportion the benefits.

In the Engineer's Report, the engineer identified the benefits the proposed Improvements will render to the properties within the Assessment District and determined that the property owners will receive a unique and special benefit distinguished from general benefits to the area at large. The unique and special benefit from the Improvements identified in the Engineer's Report is the enhancement of neighborhood aesthetics, safety and reliability which will provide a higher level of utility service and increase the desirability and specifically enhance the values of the properties within the Assessment District. See APPENDIX B—"ENGINEER'S REPORT" herein for a description of the method of apportionment of the assessments. Assessments range from a high of $62,222.31 to a low of $9.800.41 depending on the special benefit each property will receive from the Improvements as set forth in the Engineer's Report confirmed by the City Council.

Maximum Annual Assessment for Administrative Costs and Expenses

The costs associated with administering the Assessment District will be spread to each parcel in the Assessment District with unpaid Assessments on a pro-rata basis. Administrative costs for the Assessment District cannot exceed a total of $50 per parcel per year, subject to an annual increase based on the U.S. Consumer Price Index, All Urban Consumers, for Los Angeles-Riverside-Orange County, as of January 1 of each year. Costs of administering the Assessment District will first be paid in Fiscal Year 2021-22.

Value-to-Assessment Lien Ratios

The value of the land within the Assessment District with unpaid Assessments is significant because in the event of a delinquency in the payment of Assessment Installments, the Assessment District may foreclose only against delinquent parcels. The assessed value of the property within the Assessment District with unpaid Assessments was $294,828,504 for fiscal year 2020-21. As a result of Proposition 13, assessed values generally increase by no more than two percent annually. See "BONDOWNERS' RISKS – Property Values." Based on fiscal year 2020-21 assessed values and the unpaid Assessments, the parcels within the Assessment District with unpaid Assessments have an aggregated assessed value-to-assessment lien ratio of 64.24* to 1. See "THE ASSESSMENT DISTRICT—Direct and Overlapping Indebtedness" for a description of certain other taxes and assessments imposed upon the property within the Assessment District. Table 3 below categorizes the parcels with unpaid Assessments within the Assessment District by value-to-lien range.

* *Preliminary, subject to change.*

TABLE 3
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
VALUE-TO-ASSESSMENT LIEN RATIOS

		Fiscal Year 2020-21 Assessed Value[1]					
Value to Lien Ratio	***Number of Parcels***	***Land***	***Structure***	***Total***	***Assessment Lien***	***Overlapping Debt***[2]	***Percent of Lien***
Greater than 49.99:1	86	$ 218,100,795	$ 35,330,212	$253,431,007	$ 2,433,701	$ 2,215,089	53.03%
40.00:1 to 49.99:1	6	6,190,531	1,401,220	7,591,751	169,044	66,335	3.68
30.00:1 to 39.99:1	14	10,642,044	2,866,524	13,508,568	388,998	118,070	8.48
20.00:1 to 29.99:1	13	7,448,760	1,525,074	8,973,834	357,699	78,435	7.79
10.00:1 to 19.99:1	15	4,086,150	1,892,642	5,978,792	439,305	52,257	9.57
5.00:1 to 9.99:1	22	2,950,070	1,539,474	4,489,544	611,275	39,240	13.32
Less than 5.00:1[3]	7	629,031	225,977	855,008	189,168	7,476	4.12
Totals[4]	**163**	**$ 250,047,381**	**$ 44,781,123**	**$294,828,504**	**$ 4,589,189**	**$ 2,576,923**	**100.00%**

(1) Assessed Value and Ownership as of January 1, 2020 as provided by the County of Orange Assessor.
(2) Overlapping Debt provided by California Municipal Statistics, Inc.
(3) Average value to lien ratio in this category is 4.52:1. Consists of 6 parcels owned by the same individuals since 1971 to 2003, and 1 property owner with a low assessed value due to application by the owner for an assessed value reduction, which was granted by the Orange County Board of Supervisors.
(4) Totals may not tie due to rounding.
Source: Orange County Assessor's Offices compiled by Willdan Financial Services.

Table 4 below categorizes the parcels with unpaid Assessments within the Assessment District by land use.

TABLE 4
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
VALUE-TO-LIEN BY LAND USE

		Fiscal Year 2020-21 Assessed Value[1]							
Land Use Category	***Number of Parcels***	***Land***	***Structure***	***Total***	***Assessment Lien***	***Overlapping Debt***[2]	***Total Direct and Overlapping Debt***	***Value to Lien***[3]	***Percentage of Lien***
Single Family Residential	88	$158,134,384	$ 32,323,535	$ 190,457,919	$ 2,467,411	$ 1,664,679	$ 4,132,090	46.09	57.66%
Multi-Family Residential	69	88,528,323	11,453,982	99,982,305	1,948,294	873,886	2,822,179	35.43	39.38
Commercial	6	3,384,674	1,003,606	4,388,280	173,485	38,358	211,843	20.71	2.96
Totals[4]	**163**	**$250,047,381**	**$ 44,781,123**	**$ 294,828,504**	**$ 4,589,189**	**$ 2,576,923**	**$ 7,166,112**	**41.14**	**100.00%**

(1) Assessed Value and Ownership as of January 1, 2020 as provided by the County of Orange Assessor.
(2) Overlapping Debt provided by California Municipal Statistics, Inc.
(3) Represents "Total" divided by the "Total Direct and Overlapping Debt."
(4) Totals may not tie due to rounding.
Source: Orange County Assessor's Offices compiled by Willdan Financial Services.

Property Owners with Largest Assessments

No single property owner within the Assessment District is responsible for more than 1.39% of the total unpaid Assessments and no owner owns more than three parcels within the Assessment District. Table 5 below sets forth the top ten property owners within the Assessment District by share of unpaid Assessments.

TABLE 5
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
TOP 10 PROPERTY OWNERS

			Fiscal Year 2020-21 Assessed Value[1]					
	Property Owner[2]	*Number of Parcels*	*Land*	*Structure*	*Total*	*Assessment Lien*	*Percent of Lien*	*Value-to-Lien Ratio[3]*
1.	CHRISTIE, DANIEL L TR THE & D L CHRISTIE FAMILY TR	2	$ 1,976,332	$ 453,902	$ 2,430,234	$ 63,747	1.39%	38.12:1
2.	STONE, D M TR	1	1,369,311	804,025	2,173,336	62,222	1.36	34.93:1
3.	CHAPMAN, TRISH R & CHAPMAN-GILJE TR	2	540,219	333,221	873,440	58,898	1.28	14.86:1
4.	WATSON, PHYLLIS H TR THE & WATSON FAMILY SURVIVOR'S	2	5,317,268	698,626	6,015,894	57,181	1.25	105.21:1
5.	BEEK, LINDA TR BEEK & BYPASS TR	3	1,820,359	122,185	1,942,544	56,495	1.23	34.38:1
6.	KUPPER, ROBERT O TR	2	1,285,122	167,418	1,452,540	55,879	1.22	25.99:1
7.	DARLING, PENELOPE MYERS	2	233,270	71,688	304,958	55,703	1.21	5.47:1
8.	ADLER, KAREN LEE TR THE & WANDA MARY SHELTON FAMILY	1	504,366	179,253	683,619	48,133	1.05	14.20:1
9.	SOUTH BAYFRONT WATERPOINTE LLC	1	8,052,900	311,100	8,364,000	45,931	1.00	182.10:1
10.	MORALES, FRANCISCO JAVIER & TR MORALES FAMILY TR	1	3,121,456	937,664	4,059,120	40,308	0.88	100.70:1
SUBTOTAL[4]:		17	**$ 24,220,603**	**$ 4,079,082**	**$ 28,299,685**	**$ 544,496**	**11.86%**	**51.97:1**
ALL OTHER PROPERTY OWNERS		146	$ 225,826,778	$ 40,702,041	$ 266,528,819	$ 4,044,693	888.14	65.90:1
TOTALS [4]:		163	**$ 250,047,381**	**$ 44,781,123**	**$ 294,828,504**	**$ 4,589,189**	**100.00%**	**64.24:1**

(1) Assessed Value and Ownership as of January 1, 2020 as provided by the County of Orange Assessor.
(2) Property ownership as listed on the County of Orange secured tax roll for Fiscal Year 2020-21.
(3) Represents "Total" divided by "Assessment Lien."
(4) Totals and subtotals may not tie due to rounding.
Source: Orange County Assessor's Offices compiled by Willdan Financial Services.

Historical Assessed Values

The following table summarizes the historical and current assessed values of parcels with unpaid Assessments within the Assessment District over the past 5 Fiscal Years.

TABLE 6
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
HISTORIC ASSESSED VALUE

Fiscal Year	*Aggregate Assessed Value*	*Increase/(Decrease) in Property Assessed Value*
2016-17	$212,403,927	N/A
2017-18	227,807,019	7.25%
2018-19	247,536,771	8.66
2019-20	281,621,059	13.77
2020-21	294,828,504	4.69

Sources: Orange County Assessor's office as compiled by Willdan Financial Services.

Direct and Overlapping Indebtedness

The ability of an owner of land within the Assessment District to pay the Assessment Installments could be affected by the existence of other taxes and assessments imposed upon the property. These other taxes and assessments securing the repayment of overlapping debt in the Assessment District are set forth in Table 7 (the "Debt Report"). The Debt Report sets forth those entities which have issued debt and does not include entities which only levy or assess fees, charges, *ad valorem* taxes or special taxes. The Debt Report includes the unpaid Assessments. The Debt Report has been derived from data assembled and reported to the City by California Municipal Statistics, Inc. as of May 1, 2021. The Debt Report includes information for all parcels with unpaid Assessments. Neither the City nor the Underwriter has independently verified the information in the Debt Report and neither guarantees its completeness or accuracy.

TABLE 7
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
DIRECT AND OVERLAPPING ASSESSMENT INDEBTEDNESS

2020-21 Local Secured Assessed Valuation: $294,828,504

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/21
Metropolitan Water District General Obligation Bonds	0.009%	$ 2,424
Coast Community College District General Obligation Bonds	0.189	1,674,664
Newport Mesa Unified School District General Obligation Bonds	0.374	899,835
City of Newport Beach Assessment District No. 113	**100.000**	**4,589,189**[(1)]
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$ 7,166,112[(2)]

Ratios to 2020-21 Assessed Valuation:	
Direct Debt ($4,589,189)	**1.56%**
Total Direct and Overlapping Tax and Assessment Debt	2.43%

(1) Amount of unpaid Assessments.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Also excludes overlapping General Fund debt.
Source: California Municipal Statistics, Inc.

Delinquency History

Historically, the parcels within the Assessment District have had a low property tax delinquency rate. Table 8 below summarizes the five year delinquency history of the parcels within the Assessment District as of April 8, 2021 based on the annual property tax levy.

TABLE 8
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
PROPERTY TAX DELINQUENCY HISTORY

Fiscal Year	*Number of Parcels*	*Parcels Delinquent as of April 8, 2021*	*% of Parcels Delinquent*
2016-17	163	0	0.00%
2017-18	163	0	0.00
2018-19	163	0	0.00
2019-20	163	1	0.61
2020-21	163	1	0.61

Sources: Orange County Tax Collector as compiled by Willdan Financial Services.

BONDOWNERS' RISKS

General

In order to pay debt service on the Bonds, it is necessary that unpaid Assessment Installments on parcels within the District are paid in a timely manner. The Reserve Fund will be used to pay debt service on the Bonds if delinquent Assessment Installments should occur. The Assessments are a lien on the parcels of land and the City has covenanted to institute foreclosure proceedings under certain circumstances against parcels with delinquent Assessment Installments.

Failure by owners of the parcels to pay Assessment Installments when due, depletion of the Reserve Fund or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent Assessment Installments for such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds, and Bondowners would therefore be adversely affected.

The 1915 Act provides that except under certain circumstances property is to be sold upon foreclosure at a Minimum Price. "Minimum Price" as defined in the 1915 Act is the amount equal to the delinquent installments of principal or interest of the assessment or assessment, together with all interest penalties, costs, fees, charges and other amounts more fully detailed in the 1915 Act. The court may authorize a sale at less than the Minimum Price if the court determines that sale at less than the Minimum Price will not result in an ultimate loss to the Bondowners or, under certain circumstances, if owners of 75% or more of the outstanding Bonds consent to such sale. There can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Fund and a delay in payments of debt service on the Bonds. See "SECURITY FOR THE BONDS—Covenant to Foreclose and Court Foreclosure Proceedings."

Unpaid Assessment Installments do not constitute a personal indebtedness of the owners of the parcels within the Assessment District. There is no assurance the owners will be able to pay the Assessment Installments or that they will pay such installments even though financially able to do so.

Risks of Real Estate Secured Investments Generally

The Bond Owners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Assessment District, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules and fiscal policies; and (iii) natural disasters (including, without limitation, earthquakes and floods), which may result in uninsured losses.

No assurance can be given that the individual homeowners will pay Assessments in the future or that they will be able to pay such Assessments on a timely basis. See "—Bankruptcy and Foreclosure" below, for a discussion of certain limitations on the City's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and related interest are not payable from the general funds of the City. Except with respect to the Assessments, the credit and the taxing power of the City is not pledged for the payment of principal or interest of the Bonds, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the City or force the forfeiture of any City property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge,

lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Assessments and other amounts pledged under the Fiscal Agent Agreement.

COVID-19 (Coronavirus) Pandemic

The spread of the novel strain of coronavirus called COVID-19 is having significant negative impacts throughout the world, including in the State and County. The World Health Organization declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the County, State and the United States. The purposes behind these declarations are to coordinate and formalize emergency actions across federal, state and local governmental agencies, and to proactively prepare for a wider spread of the virus. There have been confirmed cases of COVID-19 in the County and related deaths, and confirmed cases of COVID-19 and deaths are growing throughout the State. Health officials are expecting the number of confirmed cases and deaths to continue to grow.

In response to the outbreak of COVID-19, in March 2020, the California State Public Health Officer and Director of the California Department of Public Health ordered all individuals living in the State to stay home or at their place of residence ("Stay Home Order"), except as needed to maintain continuity of operation of the critical infrastructure sectors, critical government services, schools, and construction, including housing construction. The Stay Home Order has been revised over time, allowing for certain non-essential businesses to reopen. The impact of COVID-19 and the Stay Home Order is likely to continue to evolve over time. The ultimate effects of the COVID-19 outbreak could have a material adverse effect on the ability of property owners to pay the Assessment Installments when due.

In response to the COVID-19 pandemic, the City closed certain City offices and functions and may take additional actions in response to the coronavirus concerns, which may or may not have a direct impact on the Assessment District and the parcels located therein. Furthermore, other public agencies serving the property within the Assessment District may take similar actions.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak and actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate adverse impact of COVID-19 on the City's operations and finances, the ability of property owners within the Assessment District to pay the Assessment Installments when due, and the real estate market in general is unknown.

Delinquency Resulting in Ultimate or Temporary Loss on Bonds

If a temporary deficiency occurs in the Redemption Fund with which to pay the principal of or interest on Bonds that have then matured, or the principal and interest on Bonds coming due during the current year, unless it appears to the Treasurer that there will be an ultimate loss to the Bondowners, the Treasurer shall cause the Fiscal Agent to pay the principal of Bonds which have matured as presented and make interest payments on the Bonds when due, as long as there are available funds in the Redemption Fund, in the order of priority and as required by the Fiscal Agent Agreement. If it appears to the Treasurer that there is a danger of an ultimate loss accruing to the Bondowners for any reason, the Treasurer is required pursuant to the 1915 Act to withhold payment on all matured Bonds and interest on all Bonds and report the facts to the City so that the City may take proper action to equitably protect all Bondowners. See APPENDIX C—"SUMMARY OF FISCAL AGENT AGREEMENT."

Non-Cash Payments of Assessments

The 1915 Act may permit the owner of a parcel that is subject to an unpaid Assessment Installment to tender any Bond secured by such Assessment in payment or partial payment of any installment of the Assessment or interest or penalties thereon which may be due or payable. A Bond so tendered is to be accepted at the par amount thereof and credit is to be given for any interest thereon accrued to the date of the

tender. Thus, if Bonds can be purchased at a discount, it may be to the advantage of a property owner to pay amounts due with respect to an assessment by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding and could result in a default in payment on the Bonds.

Potential Early Redemption of Bonds from Prepayments or Other Sources

Property owners within the Assessment District are permitted to prepay their Assessments at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in an extraordinary redemption of the Bonds on the Interest Payment Date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting extraordinary redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds. See the caption "THE BONDS—Redemption of Bonds—Mandatory Redemption From Assessment Prepayments."

Limited City Obligation Upon Delinquency

Pursuant to the 1915 Act, the City has elected not to be obligated to advance funds from the treasury of the City for delinquent Assessment Installments. The only obligation of the City with respect to such delinquencies and the consequent deficiencies in the Redemption Fund is to advance money to the Redemption Fund from the Reserve Fund. The City has no obligation to replenish the Reserve Fund except to the extent that delinquent Assessment Installments are paid or proceeds from foreclosure sales are realized. There is no assurance that the balance in the Reserve Fund will always be adequate to pay all delinquent Assessment Installments and if during the period of delinquency there are insufficient funds in the Reserve Fund, a delay may occur in payments to the Bondowners.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Assessments even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Assessments authorization at the time the owner purchased the parcel, was informed of the amount of the Assessments on the parcel and the risk of such a levy, and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Assessment lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Assessments obligation in the purchase of a property within the Assessment District or lending of money thereon.

Payment of the Assessments is not a Personal Obligation of the Owners

An owner of a parcel subject to an Assessment is not personally obligated to pay such Assessment. Rather, the Assessment is an obligation which is secured only by a lien against the parcel. If the value of a parcel is not sufficient, taking into account other liens imposed by public agencies, to secure fully the Assessment, the City has no recourse against the owner.

Property Values

The value of the property within the Assessment District is a critical factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of Assessment Installments, the Assessment District's only remedy is to commence foreclosure proceedings against the delinquent parcel in an attempt to obtain funds to pay the delinquent Assessment Installments. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, sea level rise, fires, wildfires or floods, stricter land use regulations, delays in development or other events will adversely impact the security

underlying the assessments. See "THE ASSESSMENT DISTRICT—Value-to-Assessment Lien ratios" herein.

The development and marketing of land within the Assessment District may be particularly dependent on factors which are unique to Southern California. Between 2007 and 2012, the real estate market in Southern California experienced a significant downturn with taxable values dropping significantly and many homeowners and developers experiencing foreclosure, bankruptcy and other financial strains. In 2013 the real estate market in Southern California began to stabilize and the taxable value of real property in Southern California has been increasing ever since. The City can make no assurance with respect to whether taxable values of real property will decline in the future.

The assessed values set forth in this Official Statement do not represent market values arrived at through an appraisal process and generally reflect only the sales price of a parcel when acquired by its current owner, adjusted annually by an amount determined by the County Assessor, generally not to exceed an increase of more than 2% per Fiscal Year. No assurance can be given that a parcel could actually be sold for its assessed value. Additionally, market values within the Assessment District could be impacted by a failure to complete the Improvements in a timely manner.

No assurance can be given that any bid will be received for a parcel with delinquent Assessment Installments offered for sale at foreclosure or, if a bid is received, that such bid will be sufficient to pay all delinquent Assessment Installments. See "SECURITY FOR THE BONDS—Covenant to Foreclose and Court Foreclosure Proceedings."

Bankruptcy and Foreclosure

The payment of Assessments and the ability of the City to foreclose the lien of delinquent unpaid Assessment Installments, as discussed in the section entitled "SECURITY FOR THE BONDS—Covenant to Foreclose and Court Foreclosure Proceedings" herein, may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the law of the State of California relating to judicial foreclosure. In addition, the prosecution of a foreclosure could be delayed due to crowded local court calendars or procedural delays.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in delinquent Assessment Installments not being paid in full. Where property is encumbered by liens securing mortgage loans, it is highly probable that bankruptcy of a property owner would delay foreclosure for an extended period of time. Such a delay would increase the likelihood of a delay or default in payment of the principal and interest on the Bonds.

FDIC/Federal Government Interests in Parcels

The ability of the City to collect interest and penalties specified by the 1915 Act and to foreclose the lien of delinquent Assessment Installments may be limited in certain respects with regard to parcels in which the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest. Specifically, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Assessment Installment is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC

acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

If a parcel with unpaid Assessments within the Assessment District is owned by a federal governmental entity, or a private deed of trust secured by a parcel with unpaid Assessments within the Assessment District is owned by a federal governmental entity, the ability to foreclose on the parcel to collect delinquent Assessments may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel with unpaid Assessments within the Assessment District but does not pay taxes and assessments levied on the parcel (including Assessments), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Assessments, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Assessments and preserve the federal government's mortgage interest. In Rust v. Johnson (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels with unpaid Assessments within the Assessment District, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

The City's remedies may also be limited in the case of delinquent Assessment Installments with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to a portion of the parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement or in the event interest on the Bonds becomes included in gross income for federal income tax purposes. See "—Limitations on Remedies" below.

Limitation on Remedies

Remedies available to the owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the owners of the Bonds.

Natural Disasters

The Assessment District, like many California communities, may be subject to unpredictable seismic activity, fires, wildfires, flood, tsunami or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads and property within the Assessment District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The property within the Assessment District is not located in an Alquist Priolo Earthquake Study Zone though it is located in close proximity to the Newport-Inglewood fault.

On August 15, 2016, the Federal Emergency Management Agency ("FEMA") released proposed modified flood elevation determinations (the "Proposed Determinations") affecting the Flood Insurance Rate Map (the "FIR Map") and Flood Insurance Study report for Orange County and Incorporated Areas. Under the Proposed Determinations, many parcels of property located within the City were found to be in designated areas most prone to flooding or affected by waves from the coastline, and required to purchase flood insurance. After appeals from the City and several of the affected parcel owners, FEMA issued a letter of final determination on September 21, 2018 that revised the Proposed Determinations and reduced the number of affected parcels. The revised FIR Map became effective on March 21, 2019. Under the final FIR Map, all or some portion of every parcel in the Assessment District, and the roadways located within the Assessment District, were determined to be at higher risks of flooding. No assurance can be provided regarding the likelihood of flooding within the Assessment District in the future or the decision of the owners of any affected parcels to purchase or not purchase any required flood insurance.

In the event of a severe earthquake, fire, wildfire, flood, tsunami or other natural disaster, there may be significant damage to both property and infrastructure in the Assessment District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Assessment Installments when due. In addition, the value of land in the Assessment District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Assessment Installments.

Hazardous Substances

While government taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may also be relevant. The value of a parcel may be reduced as a result of a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Super Fund Act", is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of a parcel whether or not the owner (or operator) had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within the Assessment District be affected by a hazardous

substance, is to reduce the marketability and value by the costs of remedying the condition because the prospective purchaser of such a parcel will, upon becoming the owner of such parcel, become obligated to remedy the condition just as the seller of such a parcel is.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City has committed to provide certain statutorily-required financial and operating information along with notice of certain enumerated events, there can be no assurance that such information will be available to Bondowners on a timely basis. The failure to provide the required annual financial information or enumerated event notices does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Loss of Tax Exemption

As discussed under the caption "CONCLUDING INFORMATION—Tax Matters," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed under one of the other provisions contained in the Fiscal Agent Agreement.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the Internal Revenue Service. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds or securities).

Future Debt Issuance

The ability of an owner of land within the Assessment District to pay the Assessment Installments could be affected by the existence of other taxes and assessments imposed upon parcels in the Assessment District with unpaid Assessments. In addition, the City and other public agencies whose boundaries overlap those of the Assessment District could impose additional taxes or assessment liens on the property within the Assessment District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien created on the property within the Assessment District through the levy of such additional taxes may be on a parity with the lien of the assessments levied by the City. See "THE ASSESSMENT DISTRICT—Direct and Overlapping Indebtedness" herein.

The imposition of additional liens on a parity with the Assessment Installments may reduce the ability or willingness of the landowners to pay the Assessment Installments and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Assessment Installments.

The City does not have control over the ability of other entities and districts to issue indebtedness secured by special taxes, *ad valorem* taxes or assessments payable from all or a portion of the property within the Assessment District. In addition, the landowners within the Assessment District may, without the consent or knowledge of the City, petition other public agencies to issue public

indebtedness secured by special taxes, *ad valorem* taxes or assessments. Any such special taxes, *ad valorem* taxes or assessments could reduce the estimated value-to-lien ratios for property within the Assessment District described herein.

Ballot Initiatives

From time to time constitutional initiatives or other initiative measures may be adopted by California voters, and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provision for particular activities. The adoption of any such initiative or legislation might place limitations on the ability of the State, the County or local districts to increase revenues or to increase appropriations, or on the ability of the landowners to complete their development of property.

Constitutional Amendment – Articles IIIC and IIID

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIIIC ("Article XIIIC") and Article XIIID ("Article XIIID") to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Article XIIID requires that, beginning July 1, 1997, the proceedings for the levy of any assessment by the City under the Act (including, if applicable, any increase in such assessment or any supplemental assessment under the Act) must be conducted in conformity with the provisions of Section 4 of Article XIIID. The City completed its proceedings for the levy of assessments in the Assessment District on January 12, 2016 after complying with the procedural requirements of Section 4 of Article XIIID. Under Section 10400 of the Act, any challenge to the proceedings or the Assessment must be brought within 30 days after the date the assessment was levied.

Article XIIIC removes limitations on the initiative power in matters of local taxes, assessments, fees and charges. Article XIIIC does not define the term "assessment", and it is unclear whether this term is intended to include assessments levied under the Act. In the case of the unpaid Assessments which are pledged as security for payment of the Bonds, the 1915 Act provides a mandatory, statutory duty of the City and the County Auditor to post Assessment Installments on account of the unpaid Assessments to the property tax roll of the County each year while any of the Bonds are outstanding, commencing with property tax year 2021-22, in amounts equal to the principal of and interest on the Bonds coming due in the succeeding calendar year plus certain administrative costs. It is unlikely that the initiative power can be used to reduce or repeal the unpaid Assessments which are pledged as security for payment of the Bonds or to otherwise interfere with performance of the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid Assessments which are pledged as security for payment of the Bonds.

The interpretation and application of the Initiative has been and will continue to be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of any future determination.

Cybersecurity

The City, like many other public and private entities, rely on computer and other digital networks and systems to conduct their operations. The City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the efforts of the City to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including

without limitation the County tax collector for the levy and collection of the Assessments and the Fiscal Agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

CONCLUDING INFORMATION

Continuing Disclosure

The City has agreed to execute a Continuing Disclosure Agreement (the "Disclosure Agreement") in connection with the delivery of the Bonds for the benefit of the Underwriter, holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the City by the April 1 following the end of the City's fiscal year (the "Annual Report") commencing April 1, 2022 and to provide notices of the occurrence of certain enumerated events (the "Listed Events"). The Annual Reports will be filed on behalf of the City by Digital Assurance Certification, LLC (the "Dissemination Agent") with the Municipal Securities Rulemaking Board (the "Repository"). Notices of Listed Events will be filed by the Dissemination Agent with the Repository. The specific nature of the information to be included in the Annual Report and the notices of Listed Events is set forth in APPENDIX F—"FORM OF CITY CONTINUING DISCLOSURE AGREEMENT." The City has agreed to execute the Disclosure Agreement in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), as amended (the "Rule").

It should be noted that the City is required to file certain financial statements with the Annual Report. This requirement has been included in the Disclosure Agreement solely to satisfy the provisions of the Rule. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than the Assessments and amounts pledged under the Fiscal Agent Agreement. See "BONDOWNERS' RISKS—Limited City Obligation Upon Delinquency." It should also be noted that the list of Listed Events which the City has agreed to report includes items related to credit enhancements and ratings. These items have been included in the list solely to satisfy the requirements of the Rule. The Bonds have not been assigned a credit rating and have no credit enhancement.

Within the past five years, the City has not failed to comply in all material respects with any previous undertaking with regard to the Rule to provide annual reports or notices of Listed Events. [CONFIRM] The full text of the Disclosure Agreement is set forth in Appendix F.

Legal Opinion

Certain proceedings in connection with the issuance of the Bonds are subject to the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel ("Bond Counsel"). The opinion of Bond Counsel attesting to the validity of the Bonds will be delivered with each Bond. A form of the opinion to be delivered by Bond Counsel is set forth in Appendix D hereto.

Certain legal matters will be passed upon for the City by the City Attorney and by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California.

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of a Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the City and others and is subject to the condition that the City and others making such representations comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City will covenant to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of other similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Fiscal Agent Agreement and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the City continue to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

Should interest on the Bonds (including any original issue discount) become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Fiscal Agent Agreement.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

Litigation

There is no action, suit, or proceeding known by the City to be pending at the present time restraining or enjoining the delivery of the Bonds or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the execution or delivery thereof. A no litigation certificate executed by the City will be required to be delivered to the Underwriter with respect to these matters simultaneously with the delivery of the Bonds.

Financial Interests

The fees being paid to the Underwriter, Bond Counsel, Disclosure Counsel and Underwriter's Counsel are contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel represents the Underwriter on matters unrelated to the Bonds.

No Rating

The City has not applied to and does not contemplate applying to any bond rating agency for the assignment of a rating on the Bonds.

Underwriting

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ ($_____principal amount, [plus/less] [net] original issue [premium/discount] in the amount of $_____ and less an Underwriter's discount of $_____). The Bond Purchase Agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed from time to time by the Underwriter.

Miscellaneous

All quotations from, and summaries and explanations of, the Fiscal Agent Agreement, the Continuing Disclosure Agreement and other statutes and documents contained herein do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

This Official Statement is submitted only in connection with the sale of the Bonds by the City. All estimates, assumptions, statistical information and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the City or the Underwriter. The information contained herein should not be construed as representing all conditions affecting the City or the Bonds.

The execution and delivery of this Official Statement have been authorized by the City.

CITY OF NEWPORT BEACH

By: _____
City Manager

APPENDIX A

ASSESSMENT DIAGRAM

APPENDIX B

ENGINEER'S REPORT

APPENDIX C

SUMMARY OF THE FISCAL AGENT AGREEMENT

APPENDIX D

OPINION OF BOND COUNSEL

Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

_____, 2021

City Council
City of Newport Beach
Newport Beach, California

Re: *$_____ City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds, 2021 Series A*

Ladies and Gentlemen:

We have examined certified copies of proceedings taken by the City of Newport Beach (the "City") for the issuance of bonds designated "City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds, 2021 Series A" (the "Bonds") pursuant to the Municipal Improvement Act of 1913, Division 12 of the Streets and Highways Code of the State of California (the "1913 Act") and under and by virtue of the Improvement Bond Act of 1915, Division 10 of said Code (the "1915 Act"). The Bonds are issued for the purpose of providing the means for paying for the work and improvements described in the City's Resolution No. 2018-68 and are issued pursuant to a resolution adopted by the City on _____, 2021 (the "Resolution of Issuance") and a fiscal agent agreement (the "Fiscal Agent Agreement") dated as of _____ 1, 2021, by and between the City and U.S. Bank National Association as fiscal agent. This examination covers said proceedings down to and including the issuance of the Bonds; however, we have made no examination of the ownership or use of the property assessed. In rendering this opinion, we have relied upon certain representations of fact and certifications made by or on behalf of the City, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds are dated their date of delivery and mature on the dates and in the amounts set forth in the Fiscal Agent Agreement. The Bonds bear interest payable semiannually on each March 2 and September 2, commencing on September 2, 2021, at the rates per annum set forth in the Fiscal Agent Agreement.

Based upon our examination of all of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

1. The Fiscal Agent Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, constitutes the valid and binding obligation of the City enforceable in accordance with its terms.

2. The Bonds have been duly authorized and issued by the City and are valid and binding obligations of the City enforceable in accordance with their terms. The Bonds do not constitute a debt of the City, the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and do not constitute an obligation for which the City, the State of California or any political subdivision thereof is obligated to levy or pledge any form of taxation or for which the City, the State of California or any political subdivision thereof has levied or pledged any form of taxation.

3. Upon delivery and authentication of the Bonds in accordance with the Fiscal Agent Agreement, the Bonds will be entitled to the benefits of the Fiscal Agent Agreement.

4. Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

5. Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

6. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond. Original issue discount that accrues for the Bondowner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

7. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended; such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (1), (2) and (3) above are limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the enforcement of creditors rights generally, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against cities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the Trust Agreement.

Except as expressly set forth in paragraphs (4), (5), (6), and (7) above, we express no opinion regarding any tax consequences with respect to the Bonds.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the City which the City believes to be reliable, but the City and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the City of Newport Beach (the "Issuer") and Digital Assurance Certification, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance of City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A in the aggregate principal amount of $_____ (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the City Council of the Issuer on _____, 2021 and a Fiscal Agent Agreement dated as of _____ 1, 2021 (the "Fiscal Agent Agreement") by and between the Issuer and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The Issuer and Dissemination Agent hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-12(b)(5), as amended.

Section 2. Definitions. In addition to the definitions set forth in the Resolution of Issuance which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean Digital Assurance Certification, LLC, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated.

"Repository" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of each year, commencing April 1, 2022, provide to the Repository, in an electronic format as prescribed by the Municipal Securities Rulemaking Board, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the Issuer is unable to provide to the Repository or the Dissemination Agent an Annual Report by the date required in subsection (a), the Issuer shall in a timely manner send a notice to the Municipal Securities Rulemaking Board, in an electronic format as prescribed by the Municipal Securities Rulemaking Board, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the Municipal Securities Rulemaking Board for the Annual Report; and

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the Repository.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the Issuer prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, together with the following statement: THE ISSUER'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO FUNDS OR ASSETS FO THE ISSUER ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS, AND THE ISSUER IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE ISSUER IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following information regarding the Bonds:

(i) Principal amount of Bonds outstanding as of the preceding September 1;

(ii) Balance in the Prepayment Account of Redemption Fund as of the preceding September 1;

(ii) Balance in the Redemption Fund as of the preceding September 1;

(iv) Balance in the Reserve Fund and a statement of the Reserve Requirement as of the preceding September 1;

(v) Information regarding the annual aggregate special assessment installments, amount collected, delinquent amount and percent delinquent for the most recent fiscal year and the amount and percent remaining delinquent for any prior fiscal year; and

(vi) Status of foreclosure proceedings and summary of results of foreclosure sales as of the preceding September 1, if available.

(c) An update of the value-to-lien information set forth in Table 3 for the most recently completed fiscal year but only based on the Assessment Lien column and excluding the Overlapping Debt column.

(d) A statement regarding the number of parcels that prepaid Assessments, and the amounts so prepaid, since the filing of the last Annual Report.

(e) In addition to any of the information expressly required to be provided under paragraphs (a) through (d) of this Section, the Issuer shall provide such further information, if any, as may be

necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

6. tender offers;

7. defeasances;

8. ratings changes;

9. bankruptcy, insolvency, receivership or similar proceedings; and

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

3. appointment of a successor or additional trustee or the change of the name of a trustee;

4. nonpayment related defaults;

5. modifications to the rights of Owners of the Bonds;

6. notices of redemption;

7. release, substitution or sale of property securing repayment of the Bonds; and

8. incurrence of a financial obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect Bondholders.

(c) Upon the occurrence of a Listed Event under Section 5(b) above, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with MSRB in a timely manner not more than 10 business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) For purposes of the events identified in subparagraphs (a)(10) and (b)(8), the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Termination of Reporting Obligation. The Issuer's and the Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(d).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Digital Assurance Certification, LLC.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity nature or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, or (ii) does not, in the opinion of a nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the Repository in the same manner as for a Listed Event under Section 5(c).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the

Dissemination Agent and payment of the Bonds. The Dissemination Agent has no power to enforce performance on the part of the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile, addressed as follows:

If to the Issuer:

City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660

If to the Dissemination Agent:

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, Florida 32801

or to such other address or to the attention of such other person as hereinafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date 72 hours following the date deposited in the United States mail at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier.

Section 14. Future Determination of Obligated Persons. In the event that the Securities Exchange Commission amends, clarifies or supplements the Rule in such a manner that requires any landowner within the City to be an obligated person as defined in the Rule, nothing contained herein shall be construed to require the Issuer to meet the continuing disclosure requirements of the Rule with respect to such obligated person and nothing in this Disclosure Agreement shall be deemed to obligate the Issuer to disclose information concerning any owner of land within the City except as required as part of the information required to be disclosed by the Issuer pursuant to Section 4 and Section 5 hereof.

Dated: _____, 2021

CITY OF NEWPORT BEACH

By:_____
City Manager

DIGITAL ASSURANCE CERTIFICATION, LLC
as Dissemination Agent

By:_____
Its:_____

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD

OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Newport Beach
Name of Bond Issue:	$_____ CITY OF NEWPORT BEACH ASSESSMENT DISTRICT NO. 113 LIMITED OBLIGATION IMPROVEMENT BONDS, 2021 SERIES A
Date of Issuance:	_____, 2021

NOTICE IS HERBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of _____ 1, 2021, by and between the Issuer and U.S. Bank National Association, as Fiscal Agent. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

_____,
as Dissemination Agent on behalf of Issuer

Attachment F

Fiscal Agent Agreement

FISCAL AGENT AGREEMENT

By and Between

CITY OF NEWPORT BEACH

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

Relating to

$_____
CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BONDS
2021 SERIES A

Dated as of _____ 1, 2021

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FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement, dated as of _____ 1, 2021 (the "Agreement"), is made and entered into by the City of Newport Beach (the "City"), a charter city, duly established and existing under the laws of the State of California (the "State"), and U.S. Bank National Association (the "Fiscal Agent") in connection with Assessment District No. 113 (the "Assessment District").

WITNESSETH:

WHEREAS, the City Council of the City of Newport Beach (the "City Council") has taken proceedings under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code (the "1913 Act"), for the formation of Assessment District No. 113 and has confirmed an assessment, which assessment and a related diagram were recorded with the Superintendent of Streets, and a notice of assessment, as prescribed in Section 3114 of the Code, has been recorded with the County Recorder of the County of Orange, whereupon the assessment attached as a lien upon the property assessed within the Assessment District as provided in Section 3115 of the Code; and

WHEREAS, it is necessary and desirable that the City sell bonds (the "2021A Bonds") pursuant to the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (the "1915 Act"), to be issued to represent the unpaid assessments;

In consideration of the mutual covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

"Administrative Expense Fund" means the City of Newport Beach Assessment District No. 113 Administrative Expense Fund established with the Treasurer.

"Administrative Expense Requirement" means an amount, not in excess of the aggregate maximum annual assessment for Administrative Expenses permitted to be levied within the Assessment District as set forth in the Engineer's Report, to be specified each year by the Treasurer to be used for Administrative Expenses.

"Administrative Expenses" means the ordinary and necessary fees and expenses for determination of the Assessment and administering the levy and collection of the Assessment and servicing, calling and redeeming the Bonds, including any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, annual audits and costs incurred in the levying and collection of the Assessment) including the fees and expenses of its counsel and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and, in the case of the City, in any way related to the administration of the Assessment District.

"Agreement" means this Fiscal Agent Agreement, as amended or supplemented pursuant to the terms hereof.

"Annual Debt Service" means all principal of, including mandatory sinking fund payments, and interest on the Bonds due in a Bond Year.

"Assessment" or "Assessments" means the special assessments levied in the Assessment District in accordance with the 1913 Act and the Resolution of Formation, exclusive of any assessments levied to pay Administrative Expenses, together with the net proceeds derived from any foreclosure proceedings and interest and penalties thereon.

"Assessment District" means City of Newport Beach Assessment District No. 113.

"Assessment Fund" means the City of Newport Beach Assessment District No. 113 Assessment Fund established and held by the City pursuant to Section 501 hereof.

"Assessment Installment" means the annual portion of the Assessment levied to pay the principal of, including mandatory sinking fund payments, and interest on the Bonds which does not include assessments levied by the City to pay Administrative Expenses.

"Authorized Investments" means, subject to applicable law, (1) Federal Securities; (2) an Investment Agreement, acceptable to, and approved in writing by, the Treasurer; (3) taxable government money market funds rated in one of the two highest rating categories by S&P Global Ratings, a Standard & Poor's Financial Services LLC business, restricted to obligations with average maturities of one year or less, insured or fully guaranteed as to the principal and interest thereon by the full faith and credit of the United States of America or by repurchase agreements collateralized by such obligations including money market funds for which the Fiscal Agent and affiliates provide investment advisory or other management services; (4) tax-exempt obligations, including tax exempt money market funds, rated at least "A" or higher by S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and Moody's Investors Service; (5) commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service and S&P Global Ratings, a Standard & Poor's Financial Services LLC business,, limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "A" or higher rating for such corporation's debt, other than commercial paper, as provided for by Moody's Investors Service and S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and which may not exceed 180 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation; (6) notes, bonds or other obligations which are at all times secured by a perfected first security interest in securities of the types listed by Section 53651 of the California Government Code as eligible securities for the purpose of securing local agency deposits or which are listed as an Authorized Investment under any of the clauses (1) through (5) of this definition (except those described in this clause (6)) and which have a market value, determined at least weekly, at least equal to 102% of the amount of principal and accrued interest on such obligation, which shall be placed by delivery into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation and which bank shall be responsible for making any market value determinations, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted; (7) The State of California Local Agency Investment Fund; (8) time or demand deposits (including those of the Fiscal

Agent or its affiliates) fully insured by the Federal Deposit Insurance Corporation or with institutions rated in one of the two highest rating categories by Moody's Investors Service or S&P Global Ratings, a Standard & Poor's Financial Services LLC business; (9) repurchase agreements secured by Federal Securities; (10) the County of Orange Pooled Investment Fund; and (11) any other investment in which funds of the City may be legally invested.

"Authorized Representative of the City" means the members of the City Council, the City Manager, the Finance Director or any other person or persons designated by the City Council of the City and authorized to act on behalf of the City by a written certificate signed on behalf of the City by any member of the City Council and containing the specimen signature of each such person.

"Bond Counsel" means an attorney or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax treatment of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Purchase Agreement" means the Bond Purchase Agreement authorized and executed by the City and Stifel, Nicolaus & Company, Incorporated, as the initial purchaser of the 2021A Bonds.

"Bond Register" means the books which the Fiscal Agent shall keep or cause to be kept pursuant to Section 304, on which the registration and transfer of the Bonds shall be recorded.

"Bond Year" means the one year period or shorter period ending each year on September 2, or such other date as may be specified by the City.

"Bondowner" or "Owner" means the person or persons in whose name or names any Bond is registered as shown on the Bond Register.

"Bonds" means the 2021A Bonds.

"Business Day" means any day of the year in New York, New York or Los Angeles, California other than a Saturday, Sunday, a day on which the New York Stock Exchange is closed or any day on which the Fiscal Agent is not open for business.

"Certificate of the City" means a written certificate executed by an Authorized Representative of the City.

"City" means City of Newport Beach, a charter city organized under its charter and the laws of the State of California.

"City Clerk" means the City Clerk of the City and his or her designee.

"City Council" means the City Council of the City of Newport Beach.

"Closing Date" means the date of delivery of each series of Bonds by the City and payment therefor by the original purchaser thereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"County" means the County of Orange.

"Costs of Issuance Fund" means the City of Newport Beach Assessment District No. 113 Costs of Issuance Fund established with the Fiscal Agent pursuant to Section 501 hereof.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"DTC Participants" means securities brokers and dealers, banks, trust companies, clearing corporations and other organizations maintaining accounts with DTC.

"Engineer's Report" means the report concerning the Assessment District prepared by NV5, as preliminarily approved by the City on September 25, 2018 and approved in final form by the City on November 27, 2018, and on file with the City Clerk.

"Federal Securities" means, subject to applicable law, United States Treasury notes, bonds, bills or certificates of indebtedness, including United States Treasury Obligations, State and Local Government Series ("SLGS") or other direct obligations issued by the United States Treasury for which the faith and credit of the United States are pledged for the payment of principal and interest; and obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or other federal agencies or United States Government-sponsored enterprises.

"Fiscal Agent" means U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or any other bank or trust company which may at any time be substituted in its place as provided in Sections 902 and 903 and any successor thereto.

"Fiscal Year" means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

"Improvements" means the design and undergrounding of utilities within the Assessment District, as described in the Engineer's Report.

"Improvement Fund" means the City of Newport Beach Assessment District No. 113 Improvement Fund established pursuant to Section 501 of this Agreement.

"Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the City and who, or each of whom:

(1) is in fact independent and not under the domination of the City;

(2) does not have any substantial interest, direct or indirect, with the City; and

(3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to make annual or other reports to the City.

"Interest Payment Date" means each March 2 and September 2, commencing September 2, 2021.

"Investment Agreement" means one or more agreements entered into between the Fiscal Agent, for the benefit of the City, and an entity or entities whose long term uninsured, unsecured and unguaranteed debt or claims-paying ability is rated as of the date of the Investment Agreement in either of the two highest categories (without regard to gradations of plus and minus within such categories) by S&P Global Ratings, a Standard & Poor's Financial Services LLC business, or Moody's Investors Service, or an agreement between the Fiscal Agent, for the benefit of the City, and an entity which is rated as of the date of the Investment Agreement in either of the two highest categories (without regard to gradations of plus and minus within such categories) by S&P Global Ratings, a Standard & Poor's Financial Services LLC business, or Moody's Investors Service.

"1913 Act" means the Municipal Improvement Act of 1913, being Division 12 (commencing with Section 10000) of the California Streets and Highways Code.

"1915 Act" means the Improvement Bond Act of 1915, being Division 10 (commencing with Section 8500) of the California Streets and Highways Code.

"Nonpurpose Investment" means Authorized Investments described as Nonpurpose Investments in the Tax Certificate.

"Notice of Assessment" means the Notice of Assessment recorded in the Office of the County Recorder of the County of Orange on February 16, 2021, as Document No. 2021000106821.

"Outstanding Bonds" or "Outstanding" means all Bonds theretofore issued by the City, except:

(1) Bonds theretofore canceled or surrendered for cancellation in accordance with Section 1201 hereof;

(2) Bonds for the payment or redemption of which moneys shall have been deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Agreement; and

(3) Bonds defeased pursuant to Sections 1101(b) or (c) hereof.

"Owner" means, with respect to any Bond, the person shown as the owner thereof in the Bond Register.

"Rebate Fund" means the fund by that name established pursuant to Section 501 hereof in which there are established the accounts described in Section 501 hereof.

"Rebate Regulations" means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

"Rebate Requirement" shall have the meaning ascribed to it in the Tax Certificate.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the City of Newport Beach Assessment District No. 113 Redemption Fund established with the Fiscal Agent pursuant to Section 501 hereof.

"Reserve Fund" means the City of Newport Beach Assessment District No. 113 Reserve Fund established with the Fiscal Agent pursuant to Section 501 hereof.

"Reserve Requirement" means, as of any date of calculation, [50% of the then maximum annual debt service due on the Bonds].

"Resolution of Formation" means Resolution No. 2018-81, adopted by the City Council on November 27, 2018, forming the Assessment District and confirming the levy of assessments in accordance with the Engineer's Report presented at such meeting.

"Resolution of Intention" means Resolution No. 2018-68, adopted by the City Council of the City on September 25, 2018, stating the City's intention, among other things, to issue the Bonds.

"Resolution of Issuance" means Resolution No. _____, adopted by the City Council of the City on _____, 2021, authorizing the issuance of the Bonds and approving the terms and provisions of this Agreement.

"Six-Month Period" means the period of time beginning on the Closing Date of Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds (and any obligations that refund an issue of the Bonds).

"Securities Depositories" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Attn: Redemption Area, Facsimile transmission: (212) 855 7232, (212) 855 7233, or such other securities depositories as are designated by the City and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act, such other addresses and/or such other securities depositories as the City may designate in a Certificate of the City delivered to the Fiscal Agent.

"Superintendent of Streets" means the Director of Public Works of the City, or his or her designee.

"Supplemental Fiscal Agent Agreement" or "Supplement" means any supplemental agreement amending or supplementing this Agreement.

"Tax Certificate" means the Tax Certificate delivered upon the issuance of the 2021A Bonds.

"Treasurer" means the City Treasurer or the City Manager, or his or her designee.

"2021A Bonds" means City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A issued pursuant to the Resolution of Issuance and this Agreement.

"Yield on the Bonds" has the meaning as described in the Tax Certificate.

Section 102. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural, and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 103. Equality of Bonds; Pledge of Assessments; No Obligation to Cure Deficiency. Pursuant to the 1913 Act, the 1915 Act and this Agreement, the Bonds are equally secured by a first pledge of and shall be equally payable from the Assessments without priority for number, issue date, date of sale, date of execution or date of delivery, and the payment of the interest on and principal, including mandatory sinking fund payments, of the Bonds and any premiums upon the redemption thereof are equally secured by a first pledge of and shall be exclusively paid from the Assessments. The Bonds shall also be secured by a first pledge of moneys on deposit in the Assessment Fund, Redemption Fund and the Reserve Fund which are hereby set aside for the payment of the Bonds. The Assessments, the amounts in the foregoing funds and any interest earned on such amounts shall constitute a trust fund held for the benefit of the Owners of the Bonds to be applied to the payment of the interest on, premium, if any, and principal of, including mandatory sinking fund payments, the Bonds. So long as any of the Bonds remain Outstanding, such amounts shall not be used for any other purpose, except as permitted by the 1913 Act, the 1915 Act, this Agreement or any Supplemental Fiscal Agent Agreement.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 201. Assessments. The Assessments remaining unpaid, and the aggregate principal amount thereof, have been determined by the Treasurer and the Treasurer has filed a list of said Assessments in the office of the Superintendent of Streets. For a particular description of the lots or parcels of land bearing the respective assessment numbers set forth in said unpaid list and upon which Assessments remain unpaid, reference is hereby made to the Notice of Assessment and to the diagram recorded in the office of the Superintendent of Streets after confirmation of the Assessments by the City Council through the adoption of the Resolution of Formation, the several lots or parcels of land represented by said assessment numbers being so numbered and designated upon the diagram and Assessments as so confirmed and recorded.

Collection of the remaining Assessments shall cease in the event sufficient moneys are available to redeem the Bonds as provided in Section 505.

Section 202. Type and Nature of Bonds; Limited Liability. Notwithstanding anything contained herein, in the Bonds, in the 1915 Act, any other provision of law, or in any of the resolutions adopted in connection with the proceedings for the Assessment District to the contrary, all Bonds authorized pursuant to this Agreement shall be a special obligation of the City, and the City shall not under any circumstances (including, without limitation, after any installment of principal or interest of any Assessment levied on any lot or parcel in the Assessment District becomes delinquent

or after the City acquires title to any such lot or parcel whether through foreclosure or otherwise) be obligated to pay principal, premium, if any, or interest on the Bonds from any source whatsoever other than the Redemption Fund (including any transfers thereto from the Improvement Fund, the Assessment Fund and Reserve Fund). Neither the City, the City Council, the officers or employees of the City, any person or entity acting for or on behalf of the City in connection with the issuance of the Bonds or in connection with the formation or operation of the Assessment District, nor any persons executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability for the Bonds or any personal liability or accountability whatsoever by reason of or in connection with the issuance of the Bonds or by reason of any act or acts or the failure or omission to take any act or acts (including, without limitation, a negligent act or omission) in connection with or related to the formation or operation of the Assessment District.

Section 203. Authorization and Purpose of Bonds. The Bonds shall be designated "City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A" and shall be issued by the City under and pursuant to the 1915 Act and under and pursuant hereto in the aggregate principal amount equal to a portion of the aggregate amount of the unpaid Assessments determined by the Treasurer pursuant to Section 201. The designation of the Bonds shall include, in addition to the name "City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A," such further appropriate particular designation added to or incorporated in the title for the Bonds as the City may determine or as shall be required by the 1915 Act; and each Bond shall bear upon its face the designation so determined. The Bonds may contain or have endorsed thereon such other descriptive provisions, specifications and words not inconsistent with the provisions hereof as may be desirable or necessary to comply with custom or the rules of any securities exchange or commission or brokerage board or otherwise as may be determined by the City prior to the delivery thereof.

The primary purpose for which the Bonds are to be issued is to provide funds to pay the cost of the Improvements heretofore ordered by the City Council.

ARTICLE III

TERMS AND PROVISIONS OF BONDS

Section 301. Terms of Bonds.

(a) The interest on and principal of, including mandatory sinking fund payments, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America at the office of the Fiscal Agent designated by the Fiscal Agent. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) All Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each maturity date, and the ownership of each Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. Except as provided in subsection (e) hereof, all outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

(c) With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City and the Fiscal Agent shall have no responsibility or obligation as to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership

interest in the Bonds, (ii) the delivery to any DTC Participant or any other person of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person of any amount with respect to principal of, including mandatory sinking fund payments, premium, if any, and interest on the Bonds. The City and the Fiscal Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, including mandatory sinking fund payments, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Fiscal Agent shall pay all principal of, including mandatory sinking fund payments, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, including mandatory sinking fund payments, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, including mandatory sinking fund payments, premium, if any, and interest pursuant to this Agreement. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the word "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

(d) The delivery of a representation letter by the City and the Fiscal Agent (if delivery by the Fiscal Agent is required by DTC) shall not in any way limit the provisions of subsection (b) hereof or in any other way impose upon the City or the Fiscal Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners. The Fiscal Agent shall take all action necessary for all representations in the representation letter with respect to the Fiscal Agent to be complied with at all times.

(e) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and the Fiscal Agent and discharging its responsibilities with respect thereto under applicable law.

(ii) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the City determines that:

(A) DTC is unable to discharge its responsibilities with respect to the Bonds, or

(B) a continuation of the requirement that outstanding Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the Beneficial Owners of such Bonds.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection (e)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection (e)(i) or subsection (e)(ii)(A) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City is obligated to deliver Bond certificates, as described in this Agreement and the Bonds shall no longer be restricted to being registered in the Bond Register in the

name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names DTC shall designate to the Fiscal Agent in writing, in accordance with the provisions of this Agreement.

(f) Notwithstanding any other provisions of this Agreement to the contrary, as long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal, including mandatory sinking fund payments, or, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the DTC representation letter for the Bonds.

(g) Each Bond shall bear interest from the Interest Payment Date next preceding its date of authentication, unless (i) its date of authentication is after a Record Date and on or before the immediately succeeding Interest Payment Date, in which event the Bond shall bear interest from such Interest Payment Date or (ii) its date of authentication is before the close of business on the first Record Date, in which event the Bond shall bear interest from its dated date; provided, that if at the time of authentication of any Bond interest is then in default on the Outstanding Bonds, such Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds.

Payment of interest on the Bonds due on or before the maturity or prior redemption thereof shall be made only to the person whose name appears in the Bond Register as the registered owner thereof at the close of business on the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to such registered owner at his address as it appears on such books or at such other address as he may have filed with the Fiscal Agent for that purpose; provided, however, that, in the case of a registered owner of $1,000,000 or more in aggregate principal amount of Bonds, upon written request of such registered owner to the Fiscal Agent at least 15 days prior to an Interest Payment Date, such payment may be made by wire transfer to an account within the United States designated by such owner. Payment of the principal of, including mandatory sinking fund payments, and redemption premiums, if any, on the Bonds shall be made by check only to the person whose name appears in the Bond Register as the registered owner thereof, such principal, including mandatory sinking fund payments, and redemption premiums, if any, to be paid only on the surrender of the Bonds at the office of the Fiscal Agent at maturity or on redemption prior to maturity.

(h) The Bonds shall recite, in substance, that the interest on and principal of, including mandatory sinking fund payments, and redemption premiums, if any, on the Bonds are payable solely from the levy of the Assessments, that the Bonds are limited obligations of the City and that the City will not obligate itself to advance available funds from its treasury to cure any deficiency in the Redemption Fund.

(i) From and after the issuance of the Bonds, the findings and determinations of the City Council shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue; and no bona fide purchaser of any of such Bonds shall be required to independently establish the existence of any fact or the performance of any condition or the taking of any proceeding required prior to such issuance or the application of the purchase price paid for such Bonds. The recital contained in the Bonds that the Bonds are issued under and pursuant to the 1915 Act and under and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance and all Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning

hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) have been delivered to the purchaser thereof and the purchase price thereof received.

Section 302. Execution and Authentication. The Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Treasurer of the City and by the manual or facsimile signature of the City Clerk in their capacity as officers of the City, and the seal of the City (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds shall nevertheless be valid and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office.

Only such Bonds as shall bear thereon such certificate of authentication in the form set forth in Section 604 hereof shall be entitled to any right or benefit under this Agreement, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been manually executed by the Fiscal Agent.

Section 303. Registration, Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the aforesaid office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds may be exchanged at the aforesaid office of the Fiscal Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity. The Fiscal Agent will not charge the Owner for any new Bond issued upon any exchange or transfer, but shall require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. The cost of printing any Bonds and any services rendered or any expenses incurred by the Fiscal Agent in connection with any exchange or transfer shall be paid by the City as Administrative Expenses. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond or Bonds of the same maturity for a like aggregate principal amount; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of Bonds (a) 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 304. Bond Register. The Fiscal Agent will keep or cause to be kept, at its corporate trust office, sufficient books for the registration and transfer of the Bonds which shall at all times during regular business hours upon reasonable prior notice be open to inspection by the City; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds as herein provided.

The City and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Bond Register as the absolute Owner of such Bond for any and all purposes, and the City and the

Fiscal Agent shall not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Fiscal Agent of any change in the Owner's address so that the Bond Register may be revised accordingly.

Section 305. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor, date, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be handled in accordance with Section 1201 of this Agreement. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent; and, if such evidence is satisfactory to the Fiscal Agent and, if indemnity satisfactory to the Fiscal Agent shall be given, the City, at the expense of the Bondowner, shall execute and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and maturity, numbered and dated as such Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds issued hereunder. The Fiscal Agent shall not treat both the original Bond and any replacement Bond as being Outstanding Bonds for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond to replace a Bond which has been mutilated, lost, destroyed or stolen, and which has matured or is about to mature, the Fiscal Agent may make payment with respect to such Bond upon receipt of indemnity satisfactory to it and the City.

Section 306. Form of Bonds; Temporary Bonds. At the option of the City, the definitive Bonds may be typewritten, and the Bonds and the certificate of authentication shall be substantially in the form provided in Section 604.

Until definitive Bonds shall be prepared, the City may cause to be executed and delivered, in lieu of such definitive Bonds, temporary Bonds in typed, written, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the City. Until exchanged for definitive Bonds, any temporary Bonds shall be entitled and subject to the same benefits and provisions of this Agreement as definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without unnecessary delay and thereupon any temporary Bond may be surrendered to the Fiscal Agent at the aforesaid office, without expense to the Owner, in exchange for a definitive Bond of the same maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds so surrendered shall be canceled by the Fiscal Agent and shall not be reissued.

ARTICLE IV

REDEMPTION OF BONDS

Section 401. Provisions for the Redemption of 2021A Bonds.

(a) Mandatory Redemption from Assessment Prepayments. Whenever, as of an Interest Payment Date, there are sufficient funds in the Prepayment Account of the Redemption Fund from the proceeds of prepayments of Assessments, the 2021A Bonds shall be called for redemption as provided in Part 11.1 of the 1915 Act. Each 2021A Bond, or any portion thereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity on any Interest Payment Date in any year pro rata among maturities, by giving notice to the Owner thereof as provided in Section 403 below and by paying the principal amount thereof, plus interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment, together with a redemption premium (expressed as percentages of the principal amount of the 2021A Bonds to be redeemed) at the following redemption prices:

Redemption Date	***Price***
Interest Payment Dates on or prior to March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

(b) Optional Redemption of 2021A Bonds from Other Funds, Excluding Assessment Prepayments. The 2021A Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date on and after September 2, 20__ from such maturities as selected by the City, from any source of funds other than prepayment of Assessments, including, but not limited to, surplus monies on deposit in the Improvement Fund, at the following redemption prices (expressed as a percentage of the principal amount being redeemed), together with accrued interest to the date of redemption:

Redemption Date	***Redemption Prices***
September 2, 20__ and March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

(c) Mandatory Sinking Fund Redemption. The 2021A Bonds shall be called before maturity and redeemed, from mandatory sinking fund payments that have been deposited into the Redemption Fund, on September 2, 20___, and on each September 2 thereafter prior to maturity and at maturity, in accordance with the schedule of payments set forth below. The 2021A Bonds so called for redemption shall be selected by the Fiscal Agent by lot and shall be redeemed at a redemption price for each redeemed bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 2, ____

Redemption Date (September 2)	***Principal Amount***
(maturity)	

In the event of a partial optional redemption or mandatory redemption of the 2021A Bonds, each of the remaining mandatory sinking fund payments for such 2021A Bonds, as described above, will be reduced, as nearly as practicable, on a pro rata basis as directed by the City.

Section 402. Selection of Bonds for Redemption. If less than all of the Outstanding Bonds are to be redeemed, the City shall designate the principal amount of Bonds of each maturity to be redeemed as provided for in Section 8768 of the 1915 Act such that the ratio of Outstanding Bonds to issued Bonds shall be approximately the same in each maturity of the Bonds insofar as possible, and the Fiscal Agent shall select the particular Bonds to be redeemed from each maturity in said designated amount by lot in such manner as the Fiscal Agent may choose. The Fiscal Agent shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption.

In lieu, or partially in lieu, of such call and redemption, moneys deposited in the Redemption Fund may be used to purchase Outstanding Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the City prior to the selection of Bonds for redemption by the Fiscal Agent, at public or private sale as and when and at such prices as the City may in its discretion determine, but only at prices (including brokerage or other expenses) of not more than par, plus the premium, if any, which would be payable with respect to such Bonds upon the redemption thereof, plus accrued interest, and any accrued interest payable upon the purchase of Bonds may be paid from the amount in the Interest Account of the Redemption Fund for payment of interest on the next following Interest Payment Date. The Fiscal Agent shall disburse moneys in the Redemption Fund for such purpose upon written direction of the City.

Section 403. Notice of Redemption. When Bonds are to be called for redemption under Section 401 and the Fiscal Agent has received the required notice from the City, the Fiscal Agent shall give notice, in the name of the City, of the redemption of such Bonds. Such notice of redemption shall (a) specify the serial numbers and the maturity date or dates of the Bonds selected for redemption, except that where all the Bonds subject to redemption, or all the Bonds of one maturity, are to be redeemed, the serial numbers thereof need not be specified; (b) state the date fixed for redemption and for surrender of the Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds are to be surrendered for redemption; and (e) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least thirty (30) days but no more than sixty (60) days prior to the redemption date, the Fiscal Agent shall mail a copy of such notice, by registered or certified mail, postage prepaid, to the respective Owners of Bonds selected for redemption at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent thereto, and failure to receive such notice shall not

affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties.

A notice of redemption for a redemption pursuant to Section 401(b) above may be conditioned upon receipt by the City of sufficient funds to effect the redemption. If sufficient funds are not on deposit with the Fiscal Agent at least one day prior to the redemption date, the redemption shall not occur and the Bonds shall remain Outstanding hereunder. If any redemption is cancelled due to a lack of sufficient funds, the Fiscal Agent shall mail a notice to the Owners stating that such redemption was cancelled and did not occur.

Notices of redemption of Bonds registered in the name of DTC's nominee will be mailed by the Fiscal Agent to DTC, or its nominee, and not to the owners of beneficial interests in the Bonds. Notice of redemption will be provided to such beneficial owners only in accordance with the procedures governing the DTC book-entry system.

The Fiscal Agent shall take the following additional actions with respect to such notice of redemption provided that neither the failure to take such actions nor any defect in the action taken shall affect the validity of the proceedings for such redemption. On the date on which the notice to redemption is mailed to the Owners of the Bonds pursuant to the provisions above, such notice of redemption shall be given to one or more of the Securities Depositories if DTC is not the owner of all of the Bonds selected by the City by (i) first class mail, postage prepaid, (ii) confirmed facsimile transmission, or (iii) overnight delivery service.

Section 404. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the same interest rate and the same maturity.

Section 405. Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 403, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Agreement, anything in this Agreement or in the Bonds to the contrary notwithstanding;

(b) upon presentation and surrender thereof at the corporate trust office of the Fiscal Agent, the redemption price of such Bonds shall be paid to the Owner thereof;

(c) from and after the redemption date the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to bear further interest; and

(d) from and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Agreement, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF PROCEEDS AND ASSESSMENTS

Section 501. Funds and Accounts. There are hereby created and established the following funds and accounts, which funds and accounts the City agrees and covenants to maintain with the Fiscal Agent so long as any Bonds are Outstanding hereunder:

(a) the City of Newport Beach Assessment District No. 113 Costs of Issuance Fund (the "Costs of Issuance Fund");

(b) the City of Newport Beach Assessment District No. 113 Redemption Fund (the "Redemption Fund"), in which there shall be established and created a Principal Account, an Interest Account and a Prepayment Account;

(c) the City of Newport Beach Assessment District No. 113 Reserve Fund (the "Reserve Fund"); and

(d) the City of Newport Beach Assessment District No. 113 Improvement Fund (the "Improvement Fund").

The City covenants and agrees to establish with the Treasurer the City of Newport Beach Assessment District No. 113 Administrative Expense Fund (the "Administrative Expense Fund") and the City of Newport Beach Assessment District No. 113 Assessment Fund (the "Assessment Fund").

Except for the Administrative Expense Fund, all moneys in the funds and accounts established hereunder shall be held by the Fiscal Agent and the Treasurer for the benefit of the Bondowners (other than the Improvement Fund), shall be accounted for separately and apart from all other accounts, funds, money or other resources of the City held by the Fiscal Agent and shall be allocated, applied and disbursed solely to the uses and purposes hereinafter set forth in this Article.

The Fiscal Agent may establish such additional funds, accounts or subaccounts of the funds or accounts listed above as it deems necessary or prudent to further its duties pursuant to this Agreement or any Supplemental Fiscal Agent Agreement and shall establish any additional funds, accounts or subaccounts which the City directs it to establish.

Section 502. Costs of Issuance Fund. The Fiscal Agent shall deposit into the Costs of Issuance Fund the amounts specified in Section 605. The Fiscal Agent shall pay the costs of issuing the Bonds from the Costs of Issuance Fund as set forth in written requisitions submitted by an Authorized Representative of the City from time to time which requests shall be substantially in the form set forth in Exhibit A hereto. Amounts on deposit in the Costs of Issuance Fund after the completion of the Improvements and the payment of all claims with respect thereto shall be used as determined by the City in the manner provided in Section 10427 of the 1913 Act. At the direction of an Authorized Representative of the City, the Fiscal Agent shall transfer any remaining balance in the Costs of Issuance Fund for deposit in the Improvement Fund and the Costs of Issuance Fund shall be closed.

Section 503. Assessment Fund. Upon receipt of Assessment Installments, the Treasurer shall immediately deposit the Assessment Installments into the Assessment Fund. On or prior to the first day of March and September of each year commencing September 1, 2021, the City shall transfer to the Fiscal Agent for deposit to the Redemption Fund the amounts set forth in the following clauses, in the following order of priority:

(a) the Interest Account of the Redemption Fund, an amount sufficient to make the payment of interest due on the next succeeding Interest Payment Date for the Bonds;

(b) the Principal Account of the Redemption Fund, the amount needed to make the payment of principal, including mandatory sinking fund payments, due on the following September 2 on the Outstanding Bonds;

(c) the Reserve Fund, the amount needed to restore the Reserve Fund to the Reserve Requirement; and

(d) the Rebate Fund, the amount, if any, as specified in a written direction of the City.

At the election of the City, some or all of the moneys remaining in the Assessment Fund after the deposits described above shall be transferred by the Treasurer to the Prepayment Account of the Redemption Fund to redeem Bonds as provided in Section 504. To the extent that the amounts in the Assessment Fund are insufficient to redeem Bonds in an authorized denomination, such moneys shall be used for the payment of interest or principal, including mandatory sinking fund payments, on the next Interest Payment Date. The City shall apply such amounts, as a credit against each of the unpaid Assessments in amounts equal to each parcel's share or portion thereof, of the total amount of Assessment.

Upon provision for payment or redemption of all Bonds and after payment of any amounts due to the Fiscal Agent, all moneys remaining in the Assessment Fund shall be paid to the City.

Section 504. Redemption Fund. The principal of, including mandatory sinking fund payments, and interest on the Bonds until maturity shall be paid by the Fiscal Agent from the Redemption Fund. At the maturity of the Bonds, and after all principal, including mandatory sinking fund payments, and interest then due on any Outstanding Bonds has been paid or provided for, moneys in the Redemption Fund shall be transferred to the Assessment Fund.

(a) On or prior to the first day of March or September of each year, commencing September 1, 2021, the Fiscal Agent shall transfer from the Redemption Fund to the Interest Account of the Redemption Fund an amount such that the balance in the Interest Account one day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds on said Interest Payment Date. Moneys in the Interest Account shall be used for the payment of interest on the Bonds as the same becomes due.

(b) On or prior to the first day of September of each year, commencing September 1, 2022, the Fiscal Agent shall transfer from the Redemption Fund to the Principal Account of the Redemption Fund an amount up to the principal payment, including mandatory sinking fund payments, due on the Bonds on the following September 2. Moneys in the Principal Account shall be used to pay the principal, including mandatory sinking fund payments, of the Bonds as the same become due at maturity or as a result of mandatory sinking fund redemption.

(c) Any amounts remaining in the Redemption Fund, other than in the Prepayment Account, on September 15 of each year, after all principal, including mandatory sinking fund payments, if any, and interest payments due on the prior September 2 have been paid, shall be remitted to the City for deposit into the Assessment Fund.

(d) Moneys set aside in the Prepayment Account of the Redemption Fund shall be used solely for the purpose of redeeming Bonds and shall be applied on or after the redemption date to the payment of principal of, including mandatory sinking fund payments, and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds.

Upon receiving any prepayment of an Assessment, the City shall transfer all or a portion of such prepayment to the Fiscal Agent for deposit in the Prepayment Account, which when coupled with the moneys transferred from the Reserve Fund pursuant to Section 505 to the Prepayment Account, shall be used to redeem Bonds pursuant to Section 401(a) or any Supplemental Fiscal Agent Agreement on the next Interest Payment Date for which proper notice pursuant to Section 403 or applicable provision of a Supplemental Fiscal Agent Agreement can be given by the Fiscal Agent. Upon receipt of written instructions from the City, the Fiscal Agent shall transfer that portion, if any, of the prepayment representing accrued interest owing on the Bonds to the Interest Account of the Redemption Fund and that portion representing principal, including mandatory sinking fund payments, if any , and premium due on the Bonds on the next principal payment date to the Principal Account of the Redemption Fund. If less than all of the amounts in the Prepayment Account, together with the money transferred from the Reserve Fund, can be used to redeem Bonds in increments of $5,000, the remaining portion is to be retained in the Prepayment Account and, when at the written direction of an Authorized Representative of the City there is sufficient money to redeem Bonds, shall be used to redeem Bonds as herein provided or as provided in a Supplemental Fiscal Agent Agreement. Money received from the City from funds other than the prepayment of Assessments, including any surplus amount in the Improvement Fund transferred to the Fiscal Agent in accordance with Section 10427(d) of the 1913 Act, shall be deposited in the Prepayment Account and used to redeem Bonds as provided in Section 401(b) hereof or pursuant to the terms of a Supplemental Fiscal Agent Agreement.

If, after all of the Bonds have been redeemed and canceled or paid and canceled, there are moneys remaining in any account of the Redemption Fund, said moneys shall be transferred to the City for deposit to the Assessment Fund.

Section 505. Reserve Fund. The Fiscal Agent shall initially deposit into the Reserve Fund the amount specified in Section 605. Thereafter, the Treasurer shall transfer sufficient funds from the Assessment Fund as provided in Section 503 in order to maintain the Reserve Requirement in the Reserve Fund at all times. On or before each February 15 and August 15, the Fiscal Agent shall determine whether the amount on deposit in the Reserve Fund equals the Reserve Requirement.

Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of, including mandatory sinking fund payments, and interest on the Bonds when due in the event that the moneys in the Redemption Fund are insufficient therefor. The Fiscal Agent shall withdraw moneys as necessary from the Reserve Fund for deposit in the Redemption Fund on or before the first day of March and September of each year.

In the event an Assessment is prepaid in whole or in part and used to redeem Bonds, the Assessment being prepaid shall be reduced by the amount transferred from the Reserve Fund

pursuant to this paragraph to the Prepayment Account of the Redemption Fund. The amount transferred shall be that portion of the balance then in the Reserve Fund equal to the proportion that the Assessment prepaid bears to the total of all Assessments remaining unpaid as of such date. The City shall notify, or shall cause the Fiscal Agent to be notified, of the amount to be transferred.

In the event that moneys in the Reserve Fund and the moneys in the Redemption Fund and the Assessment Fund are sufficient to retire all of the Outstanding Bonds plus accrued interest thereon, such moneys in the Reserve Fund and the Assessment Fund shall at the written direction of City be transferred to the Redemption Fund for the payment of the Bonds.

All amounts remaining in the Reserve Fund in the year in which the last Assessment Installments become due and payable shall be credited toward said Assessment Installments as set forth below:

On or prior to July 1st of the Fiscal Year next preceding the Fiscal Year in which the last unpaid Assessment Installment securing the Bonds becomes due and payable, the City shall determine the amount remaining in the Reserve Fund, and shall declare such amount to be surplus and direct the Fiscal Agent as to the transfer of such amount in order that it may be credited in the manner set forth in Section 10427.1 of the 1913 Act; provided that if all or any part of such Assessments remain unpaid and are payable in installments, the amount apportioned to each parcel shall be credited against the last of such unpaid Assessment Installments and, if the amount apportioned to each parcel exceeds the amount of said last installment, then such excess shall be credited against the next to last of such Assessment Installments.

Notwithstanding any provisions herein to the contrary, moneys in the Reserve Fund in excess of the Reserve Requirement shall be withdrawn from the Reserve Fund by the Fiscal Agent on or before each February 15 and August 15, and shall be transferred to the Interest Account, the Principal Account or the Prepayment Account in an amount directed in writing by an Authorized Representative of the City received at least one Business Day prior to each February 15 and August 15. In the absence of written direction from the City, all amounts shall be transferred to the Redemption Fund and shall be used as provided in Section 503.

Section 506. Rebate Fund.

(a) The Fiscal Agent shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund and shall establish a separate Rebate Account and Alternative Penalty Account therein. All money at any time deposited in the Rebate Account or the Alternative Penalty Account of the Rebate Fund shall be held by the Fiscal Agent, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund with respect to the Bonds shall be governed by this Section 506 and the Tax Certificate, unless the City obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds will not be adversely affected if such requirements are not satisfied.

(i) Rebate Account. The following requirements shall be satisfied with respect to the Rebate Account:

(A) Annual Computation. Within 55 days of the end of each Bond Year, the City shall calculate or cause to be calculated the amount of rebatable arbitrage for the Bonds in

accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage described in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "1½% Penalty") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the "Rebatable Arbitrage"). The City shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(B) Annual Transfer. Within 55 days of the end of each Bond Year for which Rebatable Arbitrage must be calculated as required by the Tax Certificate, upon the written direction of an Authorized Representative of the City, an amount shall be deposited to the Rebate Account by the Fiscal Agent from any funds so designated by the City if and to the extent required, so that the balance in the Rebate Account shall equal the amount of Rebatable Arbitrage so calculated by or on behalf of the City in accordance with (i)(A) above. In the event that immediately following any transfer required by the previous sentence, or the date on which the City determines that no transfer is required for such Bond Year, the amount then on deposit to the credit of the Rebate Account exceeds the amount required to be on deposit therein, upon written instructions from an Authorized Representative of the City, the Fiscal Agent shall withdraw the excess from the Rebate Account and then credit the excess to the Assessment Fund.

(C) Payment to the Treasury. The Fiscal Agent shall pay, as directed in writing by an Authorized Representative of the City, to the United States Treasury, out of amounts in the Rebate Account,

(1) Not later than 60 days after the end of (A) the fifth Bond Year for the Bonds, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year for the Bonds, as applicable; and

(2) Not later than 60 days after the payment or redemption of all of the Bonds, as applicable, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Account, the amount in the Rebate Account is not sufficient to make such payment when such payment is due, the City shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(i)(C) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

The Fiscal Agent shall be deemed conclusively to have complied with such provisions, if it follows the written directions of the City, and shall have no liability or responsibility to enforce compliance by the City with the terms of the Tax Certificate.

(ii) Alternative Penalty Account.

(A) Six-Month Computation. If the 1½% Penalty has been elected for the Bonds, within 85 days of each particular Six-Month Period, the City shall determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six-Month Period. The City shall obtain expert advice in making such determinations.

(B) Six-Month Transfer. Within 85 days of the close of each Six-Month Period, the Fiscal Agent, at the written direction of an Authorized Representative of the City, shall deposit an amount in the Alternative Penalty Account from any source of funds held by the Fiscal Agent pursuant to this Fiscal Agent Agreement and designated by the City in such written directions or provided to it by the City, if and to the extent required, so that the balance in the Alternative Penalty Account equals the amount of 1½% Penalty due and payable to the United States Treasury determined as provided in subsection (a)(ii)(A) above. In the event that immediately following any transfer provided for in the previous sentence, or the date on which the City determines that no transfer is required for such Bond Year, the amount then on deposit in the Alternative Penalty Account exceeds the amount required to be on deposit therein to make the payments required by subsection (a)(ii)(C) below, the Fiscal Agent, at the written direction of an Authorized Representative of the City, may withdraw the excess from the Alternative Penalty Account and credit the excess to the Assessment Fund.

(C) Payment to the Treasury. The Fiscal Agent shall pay, as directed in writing by an Authorized Representative of the City, to the United States Treasury, out of amounts in the Alternative Penalty Account, not later than 90 days after the close of each Six-Month Period the 1½% Penalty, if applicable and payable, computed with respect to the Bonds in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from the Alternative Penalty Account, the amount in the Alternative Penalty Account is not sufficient to make such payment when such payment is due, the City shall calculate the amount of such deficiency and direct the Fiscal Agent, in writing, to deposit an amount equal to such deficiency into the Alternative Penalty Account from any funds held by the Fiscal Agent pursuant to this Fiscal Agent Agreement and designated by the City in such written directions prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(ii)(C) shall be made to the Internal Revenue Service, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds after redemption and payment of such issue and after making the payments described in subsection (a)(i)(C) or (a)(ii)(C) (whichever is applicable), shall be withdrawn by the Fiscal Agent at the written direction of the City and utilized in any manner by the City.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Fiscal Agent Agreement to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Bonds with respect to which an account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owners. This Section 506 may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is

delivered to the City an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 507. Improvement Fund. The moneys in the Improvement Fund shall be applied to pay the costs of the Improvements and shall be disbursed by the Fiscal Agent as specified in a written direction from an Authorized Representative of the City which must be submitted in connection with each requested disbursement substantially in the form set forth in Exhibit A hereto.

Upon receipt of a certificate of an Authorized Representative of the City stating that all or a specified portion of the amount remaining in the Improvement Fund is no longer needed to pay costs of the Improvements, the Fiscal Agent shall transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Improvement to the Prepayment Account of the Redemption Fund to be used to redeem Bonds or for such other purposes as permitted by the 1913 Act and the 1915 Act, all as directed in said certificate.

Section 508. Investments. Moneys held in any of the funds and accounts under this Agreement shall be invested at the written direction of an Authorized Representative of the City only in Authorized Investments which shall be deemed at all times to be a part of such funds and accounts. The Fiscal Agent shall provide monthly statements or reports of the principal balances and investment earnings thereon in each fund and account maintained by the Fiscal Agent hereunder.

Authorized Investments shall be purchased at such prices as directed by an Authorized Representative of the City in written directions (or telephonic directions confirmed in writing) delivered to the Fiscal Agent. The Fiscal Agent may conclusively reply upon the written instructions of the Authorized Representative as to both the suitability and legality of directed investments. Directions as to the purchase of all Authorized Investments shall be subject to the limitations hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by the Treasurer.

Moneys in all funds and accounts except for the Reserve Fund shall be invested in Authorized Investments maturing, or with respect to which payments of principal and interest are scheduled or otherwise payable, not later than the date on which the Treasurer has estimated that such moneys will be required by the Fiscal Agent for the purposes specified in this Agreement. Moneys in the Reserve Fund shall be invested in Authorized Investments.

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Agreement shall be retained therein, except as transfers from such funds or accounts are authorized in this Agreement. For investment purposes only, the Fiscal Agent may commingle the funds and accounts established hereunder, and administered by the Fiscal Agent, but shall account for each separately.

Notwithstanding anything to the contrary contained in this Section, an amount of interest received with respect to any Authorized Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Authorized Investment shall be credited to the fund or account for the credit of which such Authorized Investment was acquired.

For the purpose of determining the amount in any fund or account other than the Reserve Fund, all Authorized Investments credited to such fund or account shall be valued at the lower of the

cost or the market value thereof, exclusive of accrued interest. Amounts in the Reserve Fund shall be valued at their market value at least semi-annually on or before February 15 and August 15 (or more frequently as may be requested by the Treasurer, but in no event more often than monthly). In making any such valuation, the Fiscal Agent may utilize nationally recognized securities valuation or pricing services available to it through its accounting system. The Fiscal Agent may rely on such valuations and shall not be responsible for the accuracy thereof.

The Fiscal Agent, or any of its affiliates, may act as principal or agent in the making or disposing of any investment or as a sponsor, depository, manager for or advisor to any issuer of Authorized Investments. The Fiscal Agent shall sell, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 904, the Fiscal Agent shall not be liable or responsible for any loss resulting from such investment, or any other investment made at the direction of the City or otherwise made in accordance with this Agreement.

In the absence of written investment direction from the Treasurer received at least two Business Days prior to the maturity of an Authorized Investment, the Fiscal Agent shall invest solely in Authorized Investments set forth in subsection (3) of the definition thereof.

The Fiscal Agent shall be entitled to rely conclusively upon the written instructions of the City directing investments in Authorized Investments as to the fact that each such investment is permitted by the laws of the State of California and is an Authorized Investment as required by this Agreement and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the list of Authorized Investments which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Fiscal Agent shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Authorized Investment obtained at the City's expense.

Except as specifically provided in this Agreement, the Fiscal Agent shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the City for earnings derived from funds that have been invested.

The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmation of security transactions to be effected by the Fiscal Agent hereunder as they occur. The City specifically waives the right to receive such confirmation to the extent permitted by applicable law and agrees that it will instead receive periodic cash transaction statements which include detail for the investment transactions effected by the Fiscal Agent hereunder; provided, however, that the City retains its right to receive brokerage confirmation on any investment transaction requested by the City.

Section 509. Delinquency Resulting in Ultimate or Temporary Loss on Bonds. If a temporary deficiency occurs in the Assessment Fund with which to pay Bonds that have then matured, past due interest or the principal and interest on Bonds coming due during the current year, but it does not appear to the Treasurer that there will be an Ultimate Loss (as defined herein) to the Bondowners, the Treasurer shall transfer moneys on deposit in the Assessment Fund to the Fiscal Agent and shall cause the Fiscal Agent to pay the principal of Bonds which have matured as presented and make interest payments on the Bonds when due, as long as there are available funds in the Redemption Fund, in the following order of priority:

(1) All matured interest payments shall be made before the principal of any Bonds is paid.

(2) Interest on Bonds of earlier maturity shall be paid before interest on Bonds of later maturity.

(3) Within a single maturity, interest on lower-numbered Bonds shall be paid before interest on higher-numbered Bonds.

(4) The principal of Bonds shall be paid in the order in which the Bonds are presented for payment. Any Bond which is presented but not paid shall be assigned a serial number according to the order of presentment and shall be returned to the Bondowner.

When funds become available for the payment of any Bond which was not paid upon presentment, the Treasurer shall cause the Fiscal Agent to notify the registered owner of such Bond by registered mail to present the Bond for payment. If the Bond is not presented for payment within ten days after the mailing of the notice, interest shall cease to run on such Bond.

If it appears to the Treasurer that there is a danger of an Ultimate Loss accruing to the Bondowners for any reason, he or she is required pursuant to the 1915 Act to withhold payment on all matured Bonds and interest on all Bonds and report the facts to the City Council so that the City Council may take proper action to equitably protect all Bondowners.

Upon the receipt of such notification from the Treasurer, the City Council shall fix a date for a hearing upon such notice. At the hearing the City Council must determine whether in its judgment there will ultimately be insufficient money in the Assessment Fund to pay the principal of the unpaid Bonds and interest thereon. If the City Council determines that in its judgment there will ultimately be a shortage in the Assessment Fund to pay the principal of the unpaid Bonds and interest thereon (an "Ultimate Loss"), the City Council shall direct the Treasurer to pay to the Owners of all Outstanding and unpaid Bonds such proportion thereof as the amount of funds on hand in the Assessment Fund bears to the total amount of the unpaid principal of the Bonds and interest which has accrued or will accrue thereon. Similar proportionate payments shall thereafter be made periodically as moneys come into the Assessment Fund.

Upon the determination by the City Council that an Ultimate Loss will occur, the Treasurer shall cause the Fiscal Agent to notify all Bondowners to surrender their Bonds to the Treasurer for cancellation. Upon cancellation of the Bonds, the Bondowner shall be credited with the principal amount of the Bond so canceled. The Treasurer shall then pay by warrant the proportionate amount of principal and accrued interest due on the Bonds of each Bondowner as may be available from time to time out of the money in the Redemption Fund. Interest shall cease on principal payments made from the date of such payment, but interest shall continue to accrue on the unpaid principal at the rate specified on the Bonds until payment thereof is made. No premiums shall be paid on payments of principal on Bonds made pursuant to this Section in advance of the maturity date thereon.

If a Bond is not surrendered for registration and payment, the Treasurer shall cause the Fiscal Agent to give notice at the expense of the City to the Bondowner by registered mail, at the Bondowner's last address as shown on the registration books, of the amount available for payment. Interest on such amount shall cease as of ten days from the date of mailing of such notice.

If the City Council determines that in its judgment there will not be an Ultimate Loss, it shall direct the Treasurer to pay matured Bonds and interest as long as there is available money in the Redemption Fund. The priority of payments will be as set forth in the first paragraph hereof.

ARTICLE VI

ISSUANCE OF 2021A BONDS

Section 601. Authorization and Designation of 2021A Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the 2021A Bonds and has found, as a result of such review, and hereby finds and determines, that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of the 2021A Bonds do exist, have happened and have been performed in due time, form and manner as required by the 1915 Act, and that the City is now authorized, pursuant to each and every requirement of the 1915 Act and hereof, to issue the 2021A Bonds upon the security of the Assessments in the aggregate principal amount described in the Bond Purchase Agreement and in the form and manner provided herein, which 2021A Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

Section 602. Denominations of 2021A Bonds. The 2021A Bonds shall be issued as fully registered 2021A Bonds in the denomination of $5,000 or any increment of $5,000 in excess thereof.

Section 603. Interest Payment Date of 2021A Bonds. The 2021A Bonds shall be dated their Closing Date and shall mature on September 2 of the years, and in the respective principal amounts set forth opposite such years, and shall bear interest at the respective rates per annum, set forth in the following table:

Maturity Date (September 2)	***Principal Amount***	***Interest Rate***
	$	%

Section 604. Form of 2021A Bonds. The 2021A Bonds shall be in substantially the following form, the blanks to be filled in with appropriate words and figures, conforming to the terms of this Agreement:

[FORM OF 2021A BOND]

R-__ $_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE

CITY OF NEWPORT BEACH
ASSESSMENT DISTRICT NO. 113
LIMITED OBLIGATION IMPROVEMENT BOND
2021 SERIES A

INTEREST RATE	*MATURITY DATE*	*DATED DATE*	*CUSIP NUMBER*
____%	September 2, _____	_____, 2021	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

Under and by virtue of the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the California Streets and Highways Code (the "Act") and Resolution No. _____ (the "Resolution of Issuance") adopted by the City Council of the City of Newport Beach (the "City") on _____, 2021, the City will, out of the redemption fund for the payment of the bonds issued upon the unpaid portion of assessments made for the acquisition, work, and improvements more fully described in proceedings taken pursuant to Resolution No. 2018-68 (the "Resolution of Intention") adopted by the City Council of the City on the 25th day of September, 2018, pay to the registered owner stated above, on the maturity date stated above, the principal sum stated above in lawful money of the United States of America, all as provided for in a Fiscal Agent Agreement dated as of _____ 1, 2021 (the "Fiscal Agent Agreement"), by and between U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") and the City. In like manner, the City will pay interest on this bond from the Interest Payment Date (as defined below) next preceding the date on which this bond is authenticated, unless (i) its date of authentication is after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or before the immediately succeeding Interest Payment Date, in which event the bond shall bear interest from such Interest Payment Date or (ii) its date of authentication is before the close of business on the first Record Date, in which event the bond shall bear interest from the date of this bond; provided, however, that if at the time of authentication of this bond, interest is in default, interest on this bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for

payment. Such interest shall be payable on March 2 and September 2 of each year, commencing September 2, 2021 (each, an "Interest Payment Date").

Both the principal hereof and redemption premium hereon, if any, are payable at the office of the Fiscal Agent, and the interest hereon is payable by check mailed by first class mail, postage prepaid, on the Interest Payment Date to the owner hereof at the owner's address as it appears on the records of the Fiscal Agent or at such address as may have been filed with the Fiscal Agent for that purpose, at the close of business on the applicable Record Date; provided, however, that at the written request of an owner of at least $1,000,000 in aggregate principal amount of bonds, filed with the Fiscal Agent prior to any Record Date, interest on such bonds will be paid to such owner on such succeeding Interest Payment Date by wire transfer of immediately available funds to an account within the United States of America designated in such written request.

This bond will continue to bear interest after maturity at the rate above stated provided it is presented at maturity and payment hereof is refused upon the sole ground that there are not sufficient moneys in said redemption fund with which to pay the same. If it is not presented at maturity, interest hereon will run only until maturity.

This bond is one of several annual maturities of bonds (the "Bonds") of like date, tenor and effect, but differing in amounts, maturities and interest rates, issued by the City under the Act and the Fiscal Agent Agreement for the purpose of providing means for paying for the improvements described in the proceedings; and it is secured by the moneys in the redemption fund and by the unpaid portion of certain assessments made for the payment of those improvements, and, including principal and interest, is payable exclusively out of said fund.

Whenever, as of an Interest Payment Date, there are sufficient funds in the Prepayment Account of the Redemption Fund from the proceeds of prepayments of Assessments, this bond shall be called for redemption as provided in Part 11.1 of the Act. This bond, or any portion hereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity on any Interest Payment Date in any year pro rata among maturities, by giving notice to the owner hereof and by paying the principal amount hereof, plus interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment, together with a redemption premium (expressed as percentages of the principal amount of the bond to be redeemed) at the following redemption prices:

Redemption Date	***Price***
Interest Payment Dates on or prior to March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

The bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date on and after September 2, 20__ from such maturities as selected by the City, from any source of funds other than prepayment of Assessments, including, but not limited to, surplus monies on deposit in the Improvement Fund, at the following redemption prices (expressed as a percentage of the principal amount being redeemed), together with accrued interest to the date of redemption:

Redemption Date	*Redemption Prices*
September 2, 20__ and March 2, 20__	103%
September 2, 20__ and March 2, 20__	102
September 2, 20__ and March 2, 20__	101
September 2, 20__ and any Interest Payment Date thereafter	100

This bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Fiscal Agent Agreement, including the payment of certain charges, if any, upon surrender and cancellation of this bond. Upon such transfer a new registered bond or bonds of any authorized denomination or denominations, of the same maturity, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, limited liability company, a partnership, a trust or other legal entity validly existing and authorized to own the Bonds.

Neither the City nor the Fiscal Agent shall be required to make such exchanges or to register such transfers of bonds (a) during the 15 days prior to any Interest Payment Date or the date established by the Fiscal Agent for selection of Bonds for redemption, or (b) with respect to a bond after such bond has been selected for redemption.

The City and the Fiscal Agent may treat the owner hereof, as shown on the bond register kept by the Fiscal Agent, as the absolute owner for all purposes; and the City and the Fiscal Agent shall not be affected by any notice to the contrary.

The Fiscal Agent Agreement is incorporated by reference herein and by acceptance hereof the registered owner assents to said terms and conditions.

This bond is subject to refunding pursuant to the procedures of the Refunding Act of 1984 for 1915 Improvement Act Bonds.

This bond shall not be entitled to any benefit under the Act or the Fiscal Agent Agreement or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Fiscal Agent.

THE CITY HAS DECLARED AND DETERMINED IN THE RESOLUTION OF INTENTION THAT PURSUANT TO SECTION 8769 OF THE IMPROVEMENT BOND ACT OF 1915 IT WILL NOT OBLIGATE ITSELF TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO CURE ANY DEFICIENCY WHICH MAY OCCUR IN THE REDEMPTION FUND.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF NEWPORT BEACH, THE COUNTY OF ORANGE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE FISCAL AGENT AGREEMENT.

IN WITNESS WHEREOF, the City of Newport Beach has caused this bond to be signed in manual or facsimile form by the Treasurer of said City and attested to by the City Clerk of the City Council of said City, all as of the _____ day of _____, 20__.

CITY OF NEWPORT BEACH

_____
Treasurer for the City of Newport Beach

ATTEST:

_____
City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the bonds described in the within-mentioned Fiscal Agent Agreement, which bond has been authenticated and registered on _____, 2021.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By:_____
Authorized Signatory

[FORM OF LEGAL OPINION]

The attached is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
City Clerk of the City of Newport Beach

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

TAX I.D. #:_____
the within bond and do(es) hereby irrevocably constitute and appoint

attorney to transfer the same on the register of the Fiscal Agent with full power of substitution in the premises.

_____

Date:_____

SIGNATURE GUARANTEED:

_____
Signature(s) must be guaranteed by an eligible guarantor institution

NOTE: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever and the signature(s) must be guaranteed by an eligible guarantor.

Section 605. Application of Proceeds of the Sale of 2021A Bonds and of the Prepaid Amounts. Proceeds from the sale of the 2021A Bonds shall be used as follows:

(i) $_____ shall be deposited by the Fiscal Agent into the Reserve Fund equaling the Reserve Requirement;

(ii) $_____ shall be deposited by the Fiscal Agent in the Costs of Issuance Fund;

(iii) $_____ shall be deposited by the Fiscal Agent in the Interest Account; and

(iv) $_____ shall be deposited by the Fiscal Agent in the Improvement Fund.

ARTICLE VII

COVENANTS AND WARRANTY

Section 701. Warranty. The City shall preserve and protect the security of the Bonds and the rights of the Owners against all claims and demands of all persons.

Section 702. Covenants. So long as any of the Bonds are Outstanding and unpaid, the City makes the following covenants with the Owners under the provisions of the 1913 Act, the 1915 Act and this Agreement (to be performed by the City or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds and tend to make them more marketable; provided, however, that said covenants do not require the City to expend any funds or moneys other than the Assessments:

(a) Punctual Payment; Covenant Against Encumbrances. The City covenants that it will receive all Assessment Installments in trust and will, consistent with Section 503 hereof, deposit the Assessment Installments in the Assessment Fund, and the City shall have no beneficial right or interest in the amounts so deposited except as provided by this Agreement. All such Assessment Installments, whether received by the City in trust or deposited with the Fiscal Agent, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

The City covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and in accordance with this Agreement to the extent Assessments and interest earnings transferred to the Redemption Fund are available therefor, and that the payments into the Redemption Fund and the Reserve Fund will be made, all in strict conformity with the terms of the Bonds and this Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and all Supplements and of the Bonds issued hereunder. If at any time the total balance in the Redemption Fund and the Reserve Fund is sufficient to redeem all Outstanding Bonds pursuant to Section 401 hereof, the Treasurer may direct the Fiscal Agent to effect such redemption on the earliest date on which all Outstanding Bonds may be redeemed.

The City will not mortgage or otherwise encumber, pledge or place any charge upon any of the Assessment Installments, and will not issue any obligation or security superior to the Bonds, payable in whole or in part from the unpaid Assessments.

(b) Covenant to Levy. The City will cause the Assessment Installments required to pay the principal of and interest on the Bonds when due to be placed on the tax bills of the owners of the parcels assessed and covenants to levy assessments, as permitted by law and the Resolution of Formation, to satisfy the Administrative Expense Requirement.

(c) Commence Foreclosure Proceedings. The City will review the public records of the County of Orange, California, in connection with the collection of the Assessment Installments not later than August 1 of each year to determine the amount of Assessment Installments collected in the prior Fiscal Year. If the City determines that any parcel or parcels are delinquent in the payment of Assessment Installments, then the City will cause judicial foreclosure proceedings to be filed in the Superior Court not later than December 1 of each year, and will prosecute diligently such foreclosure proceedings to judgment and judicial foreclosure sale; provided, however, the commencement of any foreclosure action may be deferred in the sole discretion of the City if, and only so long as, the amount in the Reserve Fund is not less than seventy percent (70%) of the Reserve Requirement.

(d) Books and Accounts. The City will cause the Fiscal Agent to keep proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions made by its Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice be subject to the inspection of the City or of the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding or their representatives authorized in writing.

(e) Tax Covenants. Notwithstanding any other provision of this Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds will not be adversely affected for federal income tax purposes by reason of the City's failure to do so, the City covenants to comply with all applicable requirements of the Code, necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

Private Activity. The City will not take or omit to take any action or make any use of the proceeds of the Bonds or of any other moneys or property which would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

Arbitrage. The City will make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Federal Guarantee. The City will make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Information Reporting. The City will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

Rebate Requirements. The City will take no action inconsistent with its expectations stated in the Tax Certificate and will comply with the covenants and requirements stated therein and incorporated by reference herein. Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. In particular, the City shall direct the Fiscal Agent to transfer to the Rebate Fund amounts sufficient to pay and shall instruct the Fiscal Agent to pay to the United States Treasury any amounts required to be paid as set forth in Section 506 hereof.

(f) Collection of the Administrative Expense Requirements. The City covenants that it will collect annually an amount specified by the Treasurer to be the Administrative Expense Requirement to pay for Administrative Expenses. The Administrative Expense Requirement so collected shall not exceed the amount specified in the Engineer's Report.

(g) Payment of Assessment as a Result of Failed Notice. The City hereby covenants and agrees that it will prepay the outstanding amount of any Assessment that is declared to be invalid as a result of the lack of actual or constructive notice thereof on the part of the owner of the applicable property in a final, non-appealable judgment against the City.

Section 703. Continuing Disclosure Agreement. The City hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Agreements to be executed and delivered by the City in connection with the issuance of each series of Bonds. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Agreements shall not be considered an event of default; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 703. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

ARTICLE VIII

AMENDMENTS TO AGREEMENT

Section 801. Amendments Not Requiring Bondowner Consent. The City may from time to time, and at any time, without notice to or consent of any of the Bondowners, adopt Supplements hereto for any of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provisions herein provided that such action shall not materially adversely affect the interests of the Bondowners;

(b) to add to the covenants and agreements of, and the limitations and the restrictions upon, the City contained in this Agreement, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Agreement as theretofore in effect;

(c) to modify, amend or supplement this Agreement in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute

hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not, materially adversely affect the interests of the Owners of the Bonds; or

(d) to modify, alter, amend or supplement this Agreement in any other respect which is not materially adverse to the Bondowners.

Section 802. Amendments Requiring Bondowner Consent. Exclusive of the Supplements described in Section 801, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve such Supplements as shall be deemed necessary or desirable by the City for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplement without the consent of the Owners of all the Bonds then Outstanding.

If at any time the City shall desire to enter into a Supplement, which pursuant to the terms of this Section shall require the consent of the Bondowners, the City shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplement. The Fiscal Agent shall, at the expense of the City, cause notice of the proposed Supplement to be mailed, by first class mail postage prepaid, to all Bondowners and their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplement and shall state that a copy thereof is on file at the office of the Superintendent of Streets and the corporate trust office of the Fiscal Agent for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplement when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice the Fiscal Agent shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplement described in such notice, and shall specifically consent to and approve the Supplement substantially in the form of the copy referred to in such notice as on file with the Superintendent of Streets and the Fiscal Agent, such proposed Supplement, when duly executed by the City, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds have consented to the adoption of any Supplement, Bonds which are owned by the City or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the City, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination. Upon request, the City shall designate to the Fiscal Agent those Bonds disqualified by this Section 802.

Upon the execution and delivery by the City and the Fiscal Agent of any Supplement and the receipt of consent to any such Supplement from the Owners of not less than a majority in aggregate principal amount of Bonds Outstanding in instances where such consent is required pursuant to the provisions of this Section, this Agreement shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Agreement of the

City, the Fiscal Agent and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

No Supplement pursuant to either Section 801 or Section 802 shall modify or amend any of the rights or obligations of the Fiscal Agent without its written consent thereto. The Fiscal Agent shall be provided an opinion of counsel, at the expense of the City, that any such Supplement complies with the provisions of this Article VIII and the Fiscal Agent may conclusively rely upon such opinion.

Section 803. Notation of Bonds; Delivery of Amended Bonds. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds may bear a notation, by endorsement in form approved by the City, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the office of the Fiscal Agent, a suitable notation as to such action shall be made on such Bonds. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the office of the Fiscal Agent without cost to each Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

ARTICLE IX

FISCAL AGENT

Section 901. Fiscal Agent. U.S. Bank National Association is hereby appointed Fiscal Agent for the City for the purpose of receiving all money which the City is required to deposit with the Fiscal Agent hereunder and to allocate, use and apply the same as provided in this Agreement.

The Fiscal Agent is hereby authorized to and shall mail by first-class mail, postage prepaid, interest payments to the Bondowners, select Bonds for redemption, and maintain the Bond Register. The Fiscal Agent is hereby authorized to pay the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or upon redemption, to provide for the registration of transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds, and to provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Agreement. The Fiscal Agent shall keep accurate records of all funds administered by it and all Bonds paid and discharged by it.

The Fiscal Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Fiscal Agent shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City pursuant to Section 1201 hereof. The Fiscal Agent shall keep accurate records of all Bonds paid and discharged and canceled by it for six years or such longer period as required by applicable law or the policies of the Fiscal Agent.

The Fiscal Agent shall supply information regarding investments made under Article V at the written request of the City including: (i) purchase date, (ii) purchase price, (iii) any accrued interest paid, (iv) face amount, (v) coupon rate, (vi) periodicity of interest payments, (vii) disposition price, (viii) any accrued interest, received, and (ix) disposition date. In the event a Nonpurpose Investment is subject to a receipt of bids, the City shall maintain a record of all information establishing fair market value on the date such investment became a Nonpurpose Investment. Such detailed record

keeping is required for the calculation of the Rebate Requirement which shall be performed by the City and, in part, will require a determination of the difference between the actual aggregate earnings of all Nonpurpose Investments and the amount of such earnings assuming a rate of return equal to the Yield on the Bonds.

The City shall from time to time, subject to any agreement between the City and the Fiscal Agent then in force, pay to the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants, counsel, agents, receiver and engineers or other experts employed by it in the exercise and performance of its powers and duties hereunder, and indemnify, defend and save the Fiscal Agent harmless against any losses, costs, expenses or liabilities, including reasonable fees and expenses of its attorneys (including the allocated costs and disbursements of in-house counsel, to the extent such services are not redundant with those provided by outside counsel), not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder, which indemnity shall survive discharge of the Bonds.

Any bank or trust company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under Section 902, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 902. Removal of Fiscal Agent. The City may in the absence of an event of default at any time, in the exercise of its sole discretion, upon thirty (30) days prior written notice to the Fiscal Agent, remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital and surplus) (or whose parent or holding company has a combined capital (exclusive of borrowed capital and surplus) of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus shall be as set forth in its most recent report of condition so published. The City shall notify the Bondowners in writing of any such removal of the Fiscal Agent and appointment of a successor thereto.

Section 903. Resignation of Fiscal Agent. The Fiscal Agent may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing; provided, however, that in the event that the City does not appoint a successor Fiscal Agent within thirty (30) days following receipt of such notice of resignation, the resigning Fiscal Agent may petition, at the expense of the City, an appropriate court having jurisdiction to appoint a successor Fiscal Agent. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon the written acceptance of appointment by the successor Fiscal Agent, and notice to the Bondowners of the Fiscal Agent's identity and address.

Section 904. Liability of Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Agreement or of the Bonds, and shall incur no responsibility in respect thereof other than in connection with its duties or obligations herein or in the Bonds or in the certificate of authentication assigned to or imposed upon the Fiscal Agent. The Fiscal Agent shall have no duties or obligations other than as specifically set forth herein and no implied duties, covenants or obligations shall be read into this Agreement against the Fiscal Agent. The Fiscal Agent shall be under no responsibility or duty with respect to the issuance of the Bonds for value. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Fiscal Agent shall have no liability or obligation to the Bondowners with respect to the payment of debt service by the City or with respect to the observance or performance by the City of the other conditions, covenants and terms contained in this Agreement, or with respect to the investment of any moneys in any fund or account established, held or maintained by the City pursuant to this Agreement or otherwise.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, bond or other paper or documents believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, at the expense of the City, with regard to legal questions, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a written certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

The Fiscal Agent shall have no duty or obligations whatsoever to enforce the collection of Assessments or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. The Fiscal Agent shall have no duty or obligation to monitor the City's compliance with the 1913 Act or the 1915 Act. No provision in this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Fiscal Agent shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Fiscal Agent shall have no responsibility, opinion or liability with respect to any information, statement or recital in any official statement or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

All protections extended to the Fiscal Agent shall also extend to its officers, directors, employees and agents. The Fiscal Agent's rights to indemnification hereunder and to payment of its fees and expenses shall survive its resignation or removal and the final payment or defeasance of the Bonds.

The Fiscal Agent makes no covenant, representation or warranty concerning the current or future tax status of interest on the Bonds.

The Fiscal Agent may become an Owner with the same rights it would have if it were not Fiscal Agent; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Fiscal Agent; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Bonds then Outstanding.

The Fiscal Agent may execute any of the duties or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be responsible for the actions or omissions of such attorneys, agents or receivers if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder.

The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent shall only perform those duties specifically set forth herein and no implied duties, covenants or obligations whatsoever shall be read into this Agreement. No action by the Fiscal Agent shall be construed or deemed to expand the limitations on the scope of the Fiscal Agent's duties. The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Assessment District, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

In accepting the duties hereby created, the Fiscal Agent acts solely as Fiscal Agent for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners and the City, having any claim against the Fiscal Agent arising from the Agreement shall look only to the funds and accounts held by the Fiscal Agent hereunder for payment, except as otherwise provided herein or where the Fiscal Agent has breached its standard of care as described in this Section. Under no circumstances shall the Fiscal Agent be liable in its individual capacity for the obligations evidenced by the Bonds.

The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent or in the exercise of any right hereunder. In the event of conflicting instructions hereunder, the Fiscal Agent shall have the right to decide the appropriate course of action and be protected in so doing.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed in any respect relating to the Bonds.

The Fiscal Agent shall not to be deemed to have knowledge of any event of default hereunder unless it has actual knowledge thereof at its Principal Office.

Section 905. Interested Transactions. The Fiscal Agent and its officers and employees may acquire and hold Bonds with the same effect as if it were not Fiscal Agent. The Fiscal Agent, either as principal or agent, may engage in or be interested in any financial or other transaction with the City.

Section 906. Agents. The Fiscal Agent may execute any of its duties or powers or perform its duties through attorneys, agents or receivers and the Fiscal Agent shall not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it with reasonable care.

ARTICLE X

EVENTS OF DEFAULT; REMEDIES

Section 1001. Event of Default. Any one or more of the following events shall constitute an "event of default":

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or from mandatory redemption;

(b) Default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) Default by the City in the observance of any of the other agreements, conditions or covenants on its part in this Agreement or in the Bonds contained, and the continuation of such default for a period of thirty (30) days after the City shall have been given notice in writing of such default by the Fiscal Agent or any Owner, provided that if within thirty (30) days the City has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated.

Section 1002. Remedies of Owners. Following the occurrence of an event of default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the City and any of the members, officers and employees of the City, and to compel the

City or any such members, officers or employees to perform and carry out their duties under the 1913 Act or the 1915 Act and their agreements with the Owners as provided in this Agreement;

(b) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) By a suit in equity to require the City and its members, officers and employees to account as the trustee of an express trust.

Nothing in this article or in any other provisions of this Agreement, or in the Bonds, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Assessments pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in this Agreement.

A waiver of any default of breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the 1913 Act or the 1915 Act or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the City and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the 1913 Act, the 1915 Act or any other law.

In no event shall the Fiscal Agent have any responsibility to cure or cause the City or any other person or entity to cure an event of default hereunder.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding Bonds the interest due thereon and the principal thereof, at the times and in the manner stipulated therein and in this Agreement, then the Owners of such Bonds shall cease to be entitled to the pledge of Assessments and other amounts hereunder, and all covenants, agreements and other obligations of the City to the Owners of such Bonds under this Agreement shall thereupon cease, terminate and become void and be discharged and satisfied except for the City's covenant under Section 702(a) hereof. In such event, the Fiscal Agent shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiscal Agent shall pay over or deliver to the City after payment of any amounts

due the Fiscal Agent hereunder all money or securities held by it pursuant to this Agreement which are not required for the payment of the interest due on, and the principal of, such Bonds.

Any Outstanding Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent at or before maturity, money which, together with the amounts then on deposit in the Assessment Fund, the Reserve Fund and the Redemption Fund, is fully sufficient to pay the principal of, premium and interest on such Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as an Independent Financial Consultant shall determine will, together with the interest to accrue thereon and moneys then on deposit in the Assessment Fund, the Reserve Fund and the Redemption Fund which is available to pay such Bond, together with the interest to accrue thereon without further investment, be fully sufficient to pay and discharge the principal of, premium, if any, and interest on such Bond as and when the same shall become due and payable; then, notwithstanding that such Bond shall not have been surrendered for payment, all obligations of the City under this Agreement with respect to such Bond shall cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owner of any Bond not so surrendered and paid, all sums due thereon from funds provided to it by the City and except for the City's covenant under Section 702(e) hereof. Any money or securities deposited with the Fiscal Agent to defease any Bond or Bonds shall be accompanied by a certificate of a certified public accountant confirming the accuracy of the calculations establishing the sufficiency of such deposit. Any funds held by the Fiscal Agent at the time of payment or defeasance of all Outstanding Bonds, which are not required for the purpose above mentioned, or for payment of amounts due the Fiscal Agent hereunder shall be paid over to the City.

ARTICLE XII

MISCELLANEOUS

Section 1201. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall upon payment therefor, and any Bond purchased by the City as authorized herein shall be, cancelled forthwith and shall not be reissued. The Fiscal Agent shall destroy such Bonds as provided by law and furnish to the City a certificate of destruction.

Section 1202. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Agreement to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor, may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the commercial bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any commercial bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums to be paid. The Fiscal Agent shall not be affected by any notice to the contrary. Nothing contained in this Agreement shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent.

Section 1203. Unclaimed Moneys. Anything in this Agreement to the contrary notwithstanding, any money held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remains unclaimed for one year after the Bonds become due and payable, if such money was held by the Fiscal Agent at such date, or for one year after the date of deposit of such money if deposited with the Fiscal Agent after said date when such Bonds become due and payable, shall be repaid by the Fiscal Agent to the City, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of such Bonds; provided, however, that, before being required to make any such payment to the City, the Fiscal Agent shall, at the written request and the expense of the City, cause to be mailed to the registered Owners of such Bonds, at their addresses as they appear on the Bond Register, a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the City.

Section 1204. Provisions Constitute Contract; Successors. The provisions of this Agreement shall constitute a contract between the City and the Bondowners and the provisions hereof shall be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Fiscal Agent shall prevail, the Fiscal Agent shall be entitled to receive from the Assessment District reimbursement for reasonable costs, expenses, outlays and attorneys' fees (including the allocated costs and disbursements of in-house counsel, to the extent such services are not redundant with those provided by outside counsel), and should said suit, action or proceeding be abandoned, or be determined adversely to the Fiscal Agent, then the City, the Fiscal Agent and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Agreement shall be irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Agreement, but to no greater extent and in no other manner.

This Agreement shall be binding upon and inure to the benefit of the City and the Fiscal Agent, and their respective successors and assigns.

Section 1205. Further Assurances; Incontestability. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

After the sale and delivery of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 1206. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Agreement and the Bonds shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 1207. General Authorization. Authorized Representatives of the City are hereby respectively authorized to do and perform from time to time any and all acts and things consistent with this Agreement necessary or appropriate to carry the same into effect.

Section 1208. Liberal Construction. This Agreement shall be liberally construed to the end that its purpose may be effected. No error, irregularity, informality and no neglect or omission herein or in any proceeding had pursuant hereto which does not directly affect the jurisdiction of the City Council shall void or invalidate this Agreement or such proceeding or any part thereof, or any act or determination made pursuant thereto.

Section 1209. Notice. Any notices required to be given to the City with respect to the Bonds for this Agreement shall be mailed, first class, or personally delivered to the City Manager at 100 Civic Center Drive, Newport Beach, California 92660, and all notices to the Fiscal Agent shall be mailed, first class, or personally delivered to the Fiscal Agent at U.S. Bank National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust.

Section 1210. Action on Next Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefore in this Agreement.

IN WITNESS WHEREOF, the City and the Fiscal Agent have executed this Agreement, effective the date first written above.

CITY OF NEWPORT BEACH

By: _____
Finance Director/Treasurer

ATTEST:

_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF WRITTEN DELIVERY REQUISITION –
[COSTS OF ISSUING BONDS] [IMPROVEMENT FUND]

U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent")

RE: Disbursement from the [Improvement Fund pursuant to Section 507] [Costs of Issuance Fund pursuant to Section 502] of the Fiscal Agent Agreement, dated as of _____ 1, 2021 (the "Fiscal Agent Agreement"), by and between the City of Newport Beach ("City") and the Fiscal Agent, in connection with the issuance of $_____ City of Newport Beach Assessment District No. 113 Limited Obligation Improvement Bonds 2021 Series A (the "Bonds").

REQUISITION NO. 1

You are hereby instructed to pay to the parties listed on Schedule I attached hereto the amounts set forth on Schedule I, such amounts being [costs of issuing the Bonds as provided in Section 502] [costs of the Improvements as provided in Section 507] of the Fiscal Agent Agreement. These costs have been properly incurred, are a proper charge against the [Costs of Issuance Fund] [Improvement Fund] and have not been the basis of any previous disbursements.

The Fiscal Agent is hereby instructed to pay an amount which shall not exceed the amounts listed on Schedule I attached hereto upon receipt of an invoice of the payee.

CITY OF NEWPORT BEACH

By: _____
Finance Director/Treasurer

SCHEDULE I

Party	*Purpose*	*Amount*

Attachment G

Memo Recommending Financing Scenario

Memorandum

To: Scott Catlett, Finance Director
Steve Montano, Deputy Finance Director
City of Newport Beach

From: Michael Busch, Chief Executive Officer
Branden Kfoury, Senior Associate
Urban Futures, Inc.

Date: June 8, 2021

Re: City of Newport Beach
Assessment District No. 113
Limited Obligation Improvement Bonds 2021 Series A

Recommended Structure

In connection with the City of Newport Beach $4,585,000 Assessment District No. 113, Limited Obligation Improvement Bonds, 2021 Series A (the "Bonds"), Urban Futures, Inc. ("UFI"), as Municipal Advisor, has evaluated various financing options available to the City, including method and timing of the sale as well as structuring of the Debt Service Reserve Fund ("DSRF"). In summary, we recommend the City authorize a public sale of non-rated Bonds with a DSRF funded at 50% of Maximum Annual Debt Service ("MADS"), which is less than 5% of the par amount. The following discussion details the approach and analyses undertaken to reach our recommendation.

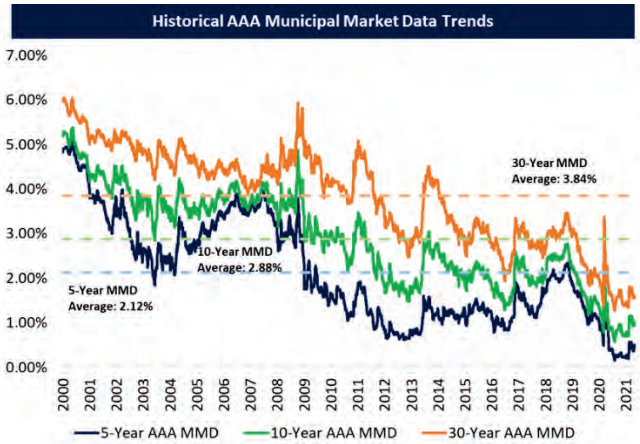
Request for Proposals and Method of Sale

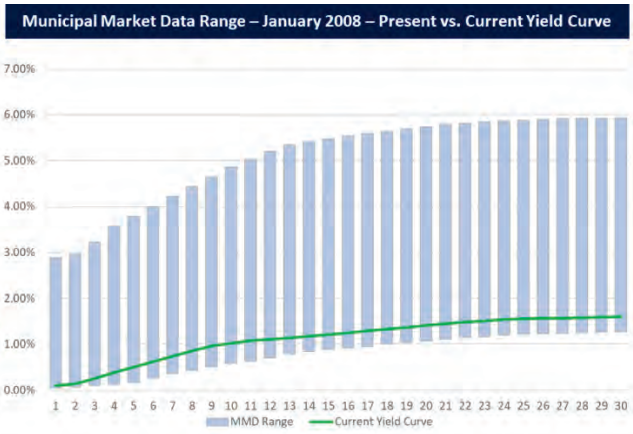
On behalf of the City, UFI solicited proposals from Underwriting firms for the Underground Utility Assessment District No. 113 financing, which were due on March 17, 2021. We asked firms to present their strategies for communicating the credit and marketing the City's bonds. Additionally, firms evaluated the use of a private placement over a negotiated public offering, as well as provided indicative rates for each method of sale. All firms indicated a public sale would be more favorable in the current market (as of 3/17/21). UFI agrees with the underwriters' independent analysis. Proposed fees from underwriters ranged from $7.82 to $10.41 per bond for a public issuance of non-rated bonds.

Ultimately, based on their strong proposal, experienced team, and competitive fees, UFI recommended engaging Stifel as underwriter. Stifel served as underwriter on the City's prior issuance of bonds for Assessment District No. 116 and 116B financings as well as the City's 2020 Fire Station No. 2 financing. Stifel is familiar with City's credit, the California land secured market in general, and has demonstrated a strong ability to place bonds with retail investors on California land secured transactions, including to residents.

In March 2021, the financing team, including the underwriter, confirmed the decision to proceed with a public sale. Several factors supported this decision.

Notably, municipal markets have stabilized over the past year with steady inflows into municipal bond funds, manageable municipal bond supply and low interest rates. As of May 17, 2021, 10-year MMD was 1.02%, which is well-below the historical average of 2.88% - See graphs below.





There are currently a limited number of private placement banks willing to offer a 20-year term. This will result in a less competitive private placement process, and potentially higher borrowing costs. Based on indicative rates received by underwriters for the RFP responses, banks noted higher all-in true interest costs of approximately 15 to 140 basis points with a private placement.

Furthermore, there are limited process efficiencies that can be achieved with a private placement for the City's Bonds. The City prepared a form of the Preliminary Official Statement for its 2019 Assessment District No. 116 and 116B financings. The staff time required to update the Preliminary Official Statement for AD 113 is minimal. Also the bonds will be issued as non-rated. In the underwriting RFP responses, all firms highlighted the marketability of the Bonds as a non-rated credit. Given the strong Newport Beach name and strong value-to-lien ratio of approximately 64 to 1 for AD 113, investors would view the credit in the "investment grade" category, thereby limiting the pricing benefit of obtaining a rating. As a result of the additional cost and staff time required for the rating process, and the minimal net pricing benefit, we agree with this assessment and recommendation to issue the Bonds without a credit rating. Given the City's experience of selling nonrated assessment districts bonds in 2019 and the current strong market conditions for non-rated land secured bonds, we have no concern with issuing the bonds non-rated. For all of these reasons, we recommended the City pursue a public offering.

Analysis of Financing Scenarios

We recommend a 50% MADS funded DSRF to increase project funds while maintaining flexibility with respect to initiating foreclosure proceedings. Reducing the DSRF to 50% of MADS from 5% of par will downsize the reserve requirement by approximately $83,000, which allows the funds to be available for projects – see Appendix A. Also, Appendix A provides an analysis of the foreclosure implications of the two different DSRF sizings based on the City's 70% funding threshold to initiate foreclosure. The 50% MADS funded DSRF, being smaller, will reach the 70% funding threshold sooner than a 5% Par funded DSRF. However, there is still likely enough time for a delinquency to resolve itself or be addressed before the City's discretion to foreclose is removed.

We also recommend a 103% premium call option in 2026 declining to a 100% par call option in 2029, which allows the City to refund the bonds three years earlier for a 3% premium. Additionally, structuring the Bonds with an optional redemption feature beginning in 2026 will align the redemption feature on

the Bonds with the City's outstanding debt for other Assessment Districts. This will give the City the ability to execute a pooled refunding of its Assessment District bonds, should the City desire, and achieve process efficiencies by refunding multiple series simultanesouly. Ultimately, the refundability of the bonds, and thus the call option preference, will largely depend on the final couponing of the bonds to be decided at the time of pricing.

The anticipated closing date for the 2021 Bonds is July 20, 2021. A closing date in late July reduces the amount needed to fund for capitalized interest through September 1, 2021, which allows additional funds to be available for projects. Assuming authorization is received by Council, staff will have all documents and approvals in place necessary to price and close the transaction. The financing team will be able to amend the financing schedule as necessary, should market conditions fluctuate. The City intends to set aside approximately $50,000 of net proceeds of the Bonds for pre-funding administrative expenses.

Appendix A – Analysis of DSRF Sizing*

DSRF	5% of Par	50% MADs
Par Amount	$4,585,000	$4,585,000
Project Fund	$4,199,917	$4,303,434
Reserve Fund	$229,250	$146,247
Capitalized Interest Fund	$12,095	$12,095
Cost of Issuance	$143,738	$143,738
Foreclosure Analysis		
70% Threshold	$160,475	$102,373
DSRF loss to 70%	$68,775	$43,874
Largest Unpaid Assessment	$57,961	$57,961
Total Unpaid Assessment	$4,589,189	$4,589,189
Largest Unpaid Assessment % of total	1.26%	1.26%
MADS	$292,494	$292,494
Largest Unpaid Assessment % of MADS	$3,694	$3,694
Est. Years to reach 70% Threshold	18.62	11.88

*Preliminary; subject to change

Attachment H

Good Faith Estimates

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc. (the City's "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, it's good faith estimate of the aggregate principal amount of the Bonds to be sold is **$4,585,000** (the "Estimated Principal Amount"), which excludes approximately **$20,514** of net premium estimated to be generated based on current market conditions. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for the bonds is higher than the face value of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is **2.44%**.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is **$143,738**.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is **$4,303,434**.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is **$5,823,939**.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual

date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

CITY OF

NEWPORT BEACH

City Council Staff Report

June 8, 2021
Agenda Item No. 22

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Leilani I. Brown, City Clerk - 949-644-3005, lbrown@newportbeachca.gov
PREPARED BY:	Brandi Goodman-DeCoud, Assistant City Clerk, bgoodman@newportbeachca.gov
PHONE:	949-644-3006
TITLE:	Appointment to the Visit Newport Beach, Inc. Executive Committee

ABSTRACT:

As part of the agreement between the City of Newport Beach (City) and Visit Newport Beach, Inc. (VNB) for destination marketing services, the City appoints a full voting member to the VNB Executive Committee.

RECOMMENDATION:

a) Determine that the 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 it will not result in a physical change to the environment, directly or indirectly;

b) Appoint Scott Calder, Jim Mosher, Briana Verham, or Sharon Wood to fill the scheduled vacancy on the VNB Executive Committee for a term expiring on June 13, 2025; and

c) If Sharon Wood is reappointed and if desired, waive City Council Policy A-2 relative to serving on only one Board, Commission or Committee at a time.

DISCUSSION:

On September 27, 2011, the City and VNB entered into an agreement for destination marketing services. As part of the agreement, the City appoints a full voting member to the VNB Executive Committee.

Pursuant to the Maddy Act and City Council Policy A-2 (*Board, Commission and Committee Appointments*), the City Clerk prepared and posted an Unscheduled Vacancy Notice on April 21, 2021 in the City Clerk's Office, at the Central Library, on the bulletin board in the City Council Chambers, and on the City's webpage, and published the Notice in the *Daily Pilot* on April 24, 2021. As provided in the Notice, applications were accepted by the City Clerk's Office until noon on May 19, 2021.

Pursuant to City Council Policy A-2, the City Clerk is forwarding all qualified applications to the City Council for consideration. Sharon Wood currently sits on the Civil Service Board and the City Council can determine whether she may serve on more than one Board, Commission or Committee, if reappointed to the VNB Executive Committee.

Copies of the applications are attached hereto as Attachment A.

Appointment Process

Pursuant to City Council Policy A-2, appointment to the VNB, Inc. Executive Committee will take place in the following manner:

A. The City Council will vote on the appointment simultaneously. The voting will be by paper ballot and the City Clerk will tabulate and announce the results, including the vote tally.

B. Each member of the City Council will cast one vote on the paper ballot. In order to be appointed, the nominee must receive at least four votes.

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 – Applications

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

District 3
ROV

2019 DEC -5 PM 2:50
OFFICE OF THE CITY CLERK
CITY OF NEWPORT BEACH

CITY OF NEWPORT BEACH
3300 Newport Boulevard
Newport Beach, CA 92663
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.city.newport-beach.ca.us (General Info/Citizen Participation Info).* 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.

NAME OF BOARD, COMMISSION, OR COMMITTEE: VISIT NEWPORT BEACH EX COMMITTEE

Name: CALDER (Last) Scott (First) F (Middle)

Residence Address: [redacted] Zip Code [redacted]

How long have you lived in Newport Beach? 45 yrs. Home Phone [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?

Yes _____ No X (If yes, please attach a separate sheet)

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
UC Berkeley	Business	BS	1962

Prior or Current Civic Experience (Include membership in professional, charity or community organizations)	Office Held (if any)	Dates of Membership
MORTGAGE BANKERS ASSN OF AMERICA	NONE	1965 - PRES.
CALIFORNIA MORTGAGE ASSN.	OFFICER - DIRECTOR	1965 - PRES.
SAN DIEGO MORTGAGE ASSN.	PRESIDENT	1965 - 1975
TORREY PINES KIWANIS - SAN DIEGO	PRESIDENT	1968 - 1975
KIDWORKS - SANTA ANA	ADVISORY BOARD	1980 - 1990
LAMBDA ALPHA INT.	BOARD OF DIRECT	2010 - PRES
BUILDING BLOCK FOUNDATION	BOD	2002 - 2015
NEWPORT HARBOR NAUTICAL MUSEUM (EXPLORACEAN)	BOD	1995 - 2012

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
PACIFIC SOUTHWEST REALTY SERVICES (PSRS)	COMMERCIAL REAL ESTATE FINANCE	VP	2002 - Present

References (include names of at least two residents of Newport Beach who are not officially connected with the City).

Name	Address	Telephone No.
1. Tim Collins	[redacted]	
2. Doug Wood	[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 (**IF MORE SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET**).

See ATTACHED BIO.

During my professional career I was always very involved in our trade organization on the national, state and local levels. Now that I am semi retired I would like to give my time to the community that has been home for the past 45 years.

During my mortgage banking career I have had an opportunity to deal with several cities and local communities with regard to zoning, building permits and use permits for commercial development.

I look forward to the opportunity of serving the city of Newport Beach.

I certify that all statements made on this application are true and correct to the best of my knowledge and I have read and understand the duties and responsibilities of the particular position(s) that I am applying for.

[redacted]

Signature

12-5-2019

Date

SCOTT F. CALDER

Scott F. Calder is a Vice President of Real Estate Finance in Pacific Southwest Realty Service's (PSRS) Orange County office. He is responsible for origination, negotiation, underwriting and placement of commercial real estate loans for both debt and equity.

Prior to joining PSRS in June of 2002, Mr. Calder was a Vice President with the Orange County Real Estate Financial Services Division of Burnham Real Estate Services from March 1991 to June 2002.

Prior to joining Burnham, Mr. Calder spent 7 years (1985-1991) as a Principal and Director of Acquisitions for T. Rowe Price Realty Advisers, Inc. where he was responsible for all acquisitions which included some 34 properties valued in excess of $300 million. Prior to T. Rowe Price, Mr. Calder spent 11 years (1974-1985) with the real estate finance arm of Coldwell Banker (Now CBRE) and prior to that 10 years (1964-1974) with The Alison Company, a southern California based Mortgage Banking firm.

Mr. Calder received his Bachelor of Science degree in Business Administration (emphasis Real Estate) from the University of California, Berkeley, in 1962. He has successfully completed courses I, II and IV of the Appraisal Institute and is a licensed Real Estate Broker (since 1965) in the state of California. He served three terms as a member of the Board of Directors of the California Mortgage Bankers Association where he has served as a committee chair, and officer over the years.

He is currently serving on the Board of Directors of the Orange County Chapter of Lambda Alpha International, an honorary, non-political professional society dealing with land economics and related fields; is a past member of the advisory committee to the Building Block Foundation, a charitable foundation of the Orange County commercial real estate industry that invests in the future of Orange County's youth; and served a member of the Board of Trustees of the Newport Harbor Nautical Museum/ExplorOcean before it merged with Discovery Cube.

After graduation from college where he was enrolled in the Army ROTC Program he served as an officer in the US Army Reserves for six years

achieving the rank of Captain. His final active duty assignment was as the Assistant Special Agent in Charge of the Monterey Field Office of the 115th Army Intelligence Corp.

Mr. Calder is an active member of the Newport Harbor Yacht Club where he served for several years on Race Committee and is currently active on the *Hard on the Wind (club magazine)* Committee.

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

2019 DEC 19 AM 7:09

OFFICE OF
THE CITY CLERK
CITY OF NEWPORT BEACH

FOR OFFICE USE ONLY
Residence District No. 3
Verified by AK
ROV

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: Visit Newport Beach, Inc. (VNB) Executive Committee

Name: Mosher (Last) James ("Jim") (First) M. (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? since 1981 Home/Cell #: [redacted]

Business Address: NA Business Phone: NA

NA 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.

My potentially conflicting financial interests consist of stock ownership and ownership of a residence in Newport Beach.

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
California Institute of Technology	Physics	PhD	1977
California Institute of Technology	Physics	BS	1969

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Line in the Sand PAC	Director (2017 - present)	2014 - 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
none in last 5 years			

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Jean H. Watt Address [redacted] Phone No. [redacted]

2. Name Dorothy J. Kraus 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 have no special qualifications to serve as the City's representative on the VNB Executive Committee.

I do, however, have some knowledge of the history of the organization, and I believe the City needs to follow more closely than it has what it is investing a substantial amount of money in, and improving the openness of the VNB meetings.

While this would not be my first choice for serving the City, I would appreciate being interviewed for it.

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 James M. Mosher Date Dec. 18, 2019

APPLICATION FOR APPOINTIVE POSITION

RECEIVED

FOR OFFICE USE ONLY

Residence District No. 2
Verified by ME

2020 JAN -8 AM 7:41

OFFICE OF
THE CITY CLERK
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: Visit Newport Beach, Inc. (VNB) Executive Committee

Name: Verham (Last) Briana (First) Janee (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 7 years Home/Cell #: [redacted]

Business Address: [redacted] Business Phone: [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.

N/A

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
University of California Irvine	Sociology; Education	BA	2016
University of California Irvine	Personal Financial Planner	Certificate	2019

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Junior League of OC		2019-Present
CASA of Orange County	Court Appointed Special Advocate Trainee	2019-Present
Second Harvest Food Bank	Volunteer	2016

Occupational History. Begin with your present or most recent position. List all positions separately held for the last five years.

Firm or Organization	Type of Business	Title	Dates of Employment
Merrill Lynch Wealth Management	Finance	Financial Advisor	2016-Present
University of California, Irvine	Administration	Student Assistant	2013-2016
The Port Theater	Entertainment	Junior Customer Service Associate	2013-2016

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Mia Nakamura Address [redacted] Phone No. [redacted]

2. Name Sean Parviz 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 would live to get more involved in my community. I have lived in Newport since 2013 and have been wanting to get more involved and serve my community in some way, other than local volunteering and beach clean ups. I believe being apart of the advisory committee will put my personal and professional skills to good use and I can provide a fresh set of eyes and ideas to the 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 Briana Janee Verham Date 01/07/2020

APPLICATION FOR APPOINTIVE POSITION

FOR OFFICE USE ONLY
Residence District No. 6
Verified by ZR
Rov ✓

RECEIVED
2021 MAY -3 PM 4: 5
OFFICE OF THE CITY CLERK 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: Visit Newport Beach Executive Committee

Name: Wood (Last) Sharon (First) Z (Middle)

Residence Address (required): [redacted] Zip Code: [redacted]

How long have you lived in Newport Beach? 21 years Home/Cell #: [redacted]

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.

None

CONTINUE TO PAGE TWO

Name and Location of Colleges/ Universities Attended	Major	Degree	Last Year Attended
Emmanuel College, Boston, MA	Economics	BA	1972
Columbia University, NY,NY	Urban Planning	MS	1974

Prior or Current Civic Experience (include membership in professional, charity or community organization)	Office Held (if any)	Dates of Membership
Visit Newport Beach Executive Committee	Member	2020-present
Newport Beach Civil Service Board	Member	2016-present
Newport Beach ProLiteracy	Tutor	2011-present
Jasmine Creek Architectural Committee	Vice Chair	2019-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
City of Newport Beach	City Government	Assistant City Manager	1996-2011
City of Claremont	City Government	Director of Community Dev	1984-1996
City of Irvine	City Government	Senior Planner	1979-1984
City of Paterson, NJ	City Government	Planner	1975-1979

References. Include names of at least two residents of Newport Beach who are not officially connected with the City.

1. Name Edward Snavely Address [redacted] Phone No. [redacted]

2. Name Therese Loutherback 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.

During my tenure as Assistant City Manager, I had frequent interaction with Visit Newport Beach, including the TBID and the Restaurant BID. I have now served on the Executive Committee for 14 months, and have developed a greater understanding of how the organization functions. However, due to COVID, the past year has not been a typical one for the hospitality industry. I am impressed with how VNB has managed during this challenging time, and I would very much like to continue my service with them and provide whatever assistance I can as they re-build after the pandemic.

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 [redacted] Date May 3, 2021