

City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, September 6, 2016

5:45 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

Christine Marick, Mayor

Cecilia Hupp, Mayor Pro Tem

Glenn Parker, Council Member

Marty Simonoff, Council Member

Steven Vargas, Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.net. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under **Matters from the Audience**. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Important Notice

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CLOSED SESSION
5:45 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C.§54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C.§54957.6). Records not available for public inspection.

- 2. Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 the Brea Police Association (BPA) and the Brea City Employees' Association (BCEA) - Mario E. Maldonado Negotiator**
- 3. Conference with Legal Counsel Pursuant to Government Code s. 54956.9(d)(2) - David Jones v. City of Brea, WCAB BR11-111516 – Mario E. Maldonado, Negotiator**
- 4. Conference with Legal Counsel Pursuant to Government Code s. 54956.9(d)(2) - David Schultz v. City of Brea, WCAB 509348 – Mario E. Maldonado, Negotiator**

STUDY SESSION
6:30 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

- 5. Public Comment**
- 6. Clarify Regular Meeting Topics**
- 7. Property Storage Ordinance**

DISCUSSION ITEMS

REPORTS

- 8. Council Member Report**

GENERAL SESSION
7:00 p.m. - Council Chamber
Plaza Level

CALL TO ORDER/ ROLL CALL - COUNCIL

9. **Pledge of Allegiance: Boy Scout Troop 801**
10. **Invocation: Pastor Daniel Mendoza, Celebration Worship Center**
11. **Presentation: Volunteen Recognition**
12. **Presentation: History of Brea - "The Practice House"**
13. **Report - Prior Study Session**
14. **Community Announcements**
15. **Matters from the Audience**
16. **Response to Public Inquiries - Mayor / City Manager**

ADMINISTRATIVE ITEMS - *This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

17. **California Domestic Water Company Operational Review** - Council to discuss the matter and determine if a further review is necessary
18. **Street Sweeping Contract Options** - Receive Report and Provide Direction
19. **Restricting the Storage of Personal Property on Public Property, Providing for the Removal, Safekeeping and Return** - First reading of **Ordinance 1185** of the City Council of the City of Brea Restricting the Storage of Personal Property on Public Property, Providing for the Removal, Safekeeping and Return Thereof, and Amending Title 8 of the Brea City Code
20. **Follow-Up Discussion on Formation of a Joint Powers Authority for Municipal Services** - That the City Council further discuss the proposed Joint Exercise of Powers Agreement for the North Orange County Municipal Services Joint Powers Authority (JPA) and provide additional direction to staff for modifications prior to final consideration on September 20, 2016

CONSENT CALENDAR - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

CITY COUNCIL - CONSENT

21. **August 16, 2016 City Council Regular Meeting Minutes** - Approve
22. **June 27, 2016 Parks, Recreation & Human Services Commission Meeting Minutes** - Receive and File
23. **Acceptance of Contract With Steiny And Company, Inc. for Safe Routes to School Grant Improvements Federal Cycle 3 For Laurel Elementary School And Brea Middle School Federal Project No. SRTSL- 5237(031), The Tracks At Brea Traffic Signal Improvements, Project 7712** - Accept Project as Complete and Authorize City Clerk to Record Notice of Completion
24. **Acceptance of Contract with Pro Tech Engineering Corporation for The Traffic Control Technology Improvement Program (Phase 2), Project 7711, and Appropriate Additional Funds** - Accept Project as Complete and Authorize City Clerk to Record Notice of Completion; Adopt Resolution to Appropriate Additional Funds
25. **Bids and Contract with R Dependable Construction Inc. for Police Department Remodel CIP Project No. 7930** - Receive Bids and Reject Lowest Bid Proposal from A-One Design Co. in the Amount of \$388,900; Award Contract to the Second Lowest Responsible Bidder, R Dependable Construction, Inc. in the Amount of \$420,300; and Authorize the City Engineer to Issue Change Orders up to a "Not to Exceed" Amount of 10% of the Contract Price
26. **Award Contract to Superior Pavement Markings, Inc., for Traffic Striping and Pavement Markings Throughout the City of Brea** - Award Annual Pavement Striping Maintenance Contract to Superior Pavement Markings, Inc. for the Marking and Striping of Streets Throughout the City of Brea for a One Year Period with the Opportunity to Renew the Contract Annually for Four Years
27. **Conflict of Interest Code Amendments** - Direct the City Clerk to Propose Amendments to the Conflict of Interest Codes for Employees and Boards for Council Consideration by December 20, 2016
28. **Restated and Revised Agreement Guaranteeing Shea Tonner Hills, LLC's Completion of Art in Public Places Obligations** - Approve Restated and Revised Agreement with Shea Tonner Hills, LLC to Establish New Terms Under Which the Art in Public Places (APP) Obligations Will Be Completed in the Blackstone Community
29. **August 19 & 26 and September 2, 2016 City Check Registers** - Approve

CITY/ SUCCESSOR AGENCY - CONSENT

30. **Outgoing Payment Log and August 26, 2016 Successor Agency Check Register - Approve**

ADMINISTRATIVE ANNOUNCEMENTS

31. **City Manager**

32. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 09/06/2016
SUBJECT: California Domestic Water Company Operational Review

RECOMMENDATION

Council to discuss the matter and determine if a further review is necessary.

BACKGROUND/DISCUSSION

California Domestic Water Company (CDWC) is a private mutual water company established in 1902 with its main office in Whittier. Over this past century CDWC and has moved from providing farmers and landowners with water to principally providing wholesale treated water to its three major shareholders; City of Brea, City of La Habra and the Suburban Water Company. The City of Brea as a major shareholder of California Domestic Water Company and has been affiliated with this mutual water company since 1981. The Board of Directors of CDWC are represented by two members from each major shareholder each serving two-year terms.

CDWC obtains its water from the Main San Gabriel Basin an underground water basin with a capacity to hold 8.6 million acre feet of water and provides drinking water to 35 water systems in the San Gabriel Valley. This water source is managed by the Main San Gabriel Basin Watermaster that controls the safe operating yield or draw of water from the basin which is approximately 150,000 acre feet per year.

Brea receives approximately 80% if its water from CDWC and 20% from Metropolitan Water District of Orange County (MWDOC).

Brea has no potable groundwater available within its City limits and therefore must import 100% of its approximately 8,700 acre feet of water annually to meet the drinking and irrigation water needs of its residents and business customers

Right to Obtain Water

The City of Brea's ability to draw water from the Main San Gabriel Basin is based on its shareholder status within CDWC and permanent water rights (ownership) within the Basin.

Over the last six years the City of Brea has increased its ownership in CDWC and purchased water rights within the Main San Gabriel Basin in order to secure a more permanent water supply for Brea.

Prior to 2010 the Cities ability to obtain water was limited to 1296 ownership shares in CDWC

which entitled Brea to receive approximately 2,008 acre feet of water annually.

Additional permanent water for Brea has been acquired since 2010

- CDWC Common Stock: 810.5 Shares
- CDWC Preferred Stock: 687.85 Shares
- Water Rights: 1502.70 Acre Feet of Producers Prescriptive Pumping Right

These acquisitions added 2,918 acre feet of permanent water for Brea.

All combined, water in the ownership name of the City of Brea totaled 4,926 acre feet of water delivered in Fiscal Year 2015-2016.

The City has a need to purchase water above its ownership and is able via CDWC to receive "overentitlement" water (not used by other shareholders or leased) to meet the needs of Brea and last in Fiscal Year 2015-2016 year we purchased 2,077 acre feet of "overentitlement" water.

Questions

Following the retirement of Brea's City Manager in 2015, a former Brea representative to the CDWC Board, there have been reviews by the Orange County District Attorney's Office and the Fair Political Practices Commission (FPPC) over any possible involvement by the former City Manager in these water acquisitions or compensation he received as a member of CDWC Board of Directors. The District Attorney's office at this time has declined to pursue any further action in the matter and referred its case file to the FPPC. The FPPC review is ongoing and has not concluded.

Over the course of the past month staff has compiled a list of questions based on discussion with individual Council members on this matter. Several of these question may have already been asked and answered by CDWC, the District Attorney's Office or the FPPC but Brea has not been privy to those responses. These question are only a sampling and other clarifications have been expressed by individual Council Members, including the composition of the CDWC Board of Directors and CDWC Board communication with the City of Brea.

1. Are the water purchases sufficiently documented in the City's records and those of Cal Domestic?
2. Were the prices for water rights consistent with market value at the time of purchase?
3. Is the value of the water rights being sustained according to market information?
4. Do the City's prices paid for water from Cal Domestic reflect the application of the water rights and preferred stock owned by the City? What is the price differential attributable to the water rights and the preferred stock?
5. Are there opportunities to sell or lease the water rights if not put to use for the City and, if so, at what terms?
6. Did Cal Domestic receive any money or other financial benefit in processing the City funded water rights purchases?
7. Did any board member receive any money or other financial benefit from Cal Domestic in any way due to or connected with any of the water rights purchases?
8. Did any board member receive benefits from Cal Domestic or Cadway other than stipends or salary documented in prior inquiries, such as deferred compensation, 401K participation or any form of pension benefits?
9. Did any board member receive any payment or any other thing of value not received

equivalently by other Cal Domestic board members?

At the August 20 Study Session, the Council agreed to have a discussion at the September 6 meeting to resolve what to do if anything on the matter.

Council Options

1. Hire an outside legal firm to perform this review

Staff performed some preliminary research on the matter and has consulted with the legal firm of Brownstein, Hyatt, Farber, Scheck who are experienced in the operation of mutual water companies and a preliminary discussion determined they are able to complete this review. They have indicated a not to exceed amount of \$10,000 would be necessary to clarify the scope of work and prepare a more detailed work plan and assessment of total project costs. Their rates are \$425-\$585 per hour and it is unknown at this time what the full cost for a complete review would be.

2. Combination of legal firm review and City staff review

The Council can choose to hire a legal firm to for some of the review and utilize City Accounting and Auditing staff to satisfy some of the questions revolving around financial compensation of the CDWC board members. This would be performed under the direction of Administrative Services Director with the assistance of the City's Accounting and Auditing Manager.

3. Wait for the FPPC to complete its review of the matter

The results of its investigation could help pinpoint specific areas for review or may satisfy most questions so only minimal follow-up or limited cost incurred by the City would be necessary.

4. Other

a. Mayor appoint an Ad Hoc Committee of the Council to work with City staff and meet with CDWC to seek and clarify any questions and report back to Council.

b. Direct City staff to meet with Brea's representatives on the CDWC Board to seek and clarify any questions and report back to Council.

FISCAL IMPACT/SUMMARY

At this time unless there is direction to hire outside or legal review there would only be internal staffing costs. If legal or outside review is necessary a sum of \$10,000 will be needed to begin a preliminary scope of work.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 09/06/2016
SUBJECT: Street Sweeping Contract Options

RECOMMENDATION

Receive report and provide direction.

BACKGROUND/DISCUSSION

The City of Brea has been sweeping City streets for over 50 years. The streets are swept once per week by in-house staff. In early 2016, City Council directed staff to explore the possibility of contracting out these services and comparing contract costs to in-house costs.

The current street sweeping program includes two full-time street sweeping operators, who are backed-up by Public Works Streets Division staff. The program also includes 3 street sweeping machines (two - 5 year old & one - 15 year old). The oldest machine is in need of replacement and was included in a previously approved budget. All 405 curb miles of streets are swept between Mondays and Thursdays. Arterial and commercial streets are swept between 5 am and 7 am and residential streets are swept between 8 am and 2 pm. This program collects about 550 tons of trash and debris per year.

On May 2, 2016, staff issued a Request-for-Proposal (RFP) to solicit proposals from qualified firms to perform street sweeping services. In summary, the scope in the RFP included, but was not limited to:

- Contractors to conform to highest maintenance standards as defined in the RFP. City to withhold payment if deficiencies are not corrected.
- Contractors to provide sweeping of up to 150 curb miles for special events at no cost.
- Contractors to provide sweeping for up to 250 curb miles due to inclement weather at no cost.
- Sweepers to meet AQMD Rule 1186.1 regarding use of clean fuel-burning vehicles (CNG).
- Weekly reports of activities to City
- Contractors to pay for the cost of water.

On May 24, 2016, City received proposals from Nationwide Environmental Services (NES) from City of Norwalk; Athens from City of Industry; CleanStreet from City of Gardena; and RF Dickson from City of Downey. Per the RFP, the bid proposals included costs to sweep once per week, twice per month, and sweeping on alternate sides (once per week & twice per month). Since staff's intent was to conduct a general review of the proposals and not make a final selection

pending City Council direction, the proposals were reviewed for content only and no interviews or negotiations have taken place.

Bids Received

Bids received from the four contractors are summarized in Attachment 1. The numbers in red represent the low bid for the specific street sweeping option. Per the bid summary table, NES is the low bidder for sweeping weekly at \$293,000, Athens is low bidder for sweeping twice per month at \$201,690, and Cleanstreet is low bidder for sweeping on alternate sides of street for both weekly and twice per month at \$379,080 and \$232,794 respectively.

Cost Comparison

For discussion purposes, the following is a side-by-side comparison between total street sweeping program cost between contract services using NES' low bid and City of Brea for sweeping once per week:

<u>Description</u>	<u>Contract Work (NES)</u>	<u>Brea</u>	<u>Difference</u>
Street Sweeping Costs - Direct Staff & Vehicle Costs	\$293,000	\$336,235	(\$43,235)
Street Sweeping Costs - Indirect Staff Costs*	\$32,083	\$38,523	(\$6,440)
Street Sweeping - Other Costs*	\$23,884	\$25,048	(\$1,164)
Management & Administrative Services	<u>\$9,148</u>	<u>\$9,148</u>	<u>\$0</u>
Total	\$358,115	\$408,954	(\$50,839)
*Difference in Indirect and Other Cost between in-house and contract sweeping would be applied to other programs			

The City of Brea's in-house street sweeping program has an annual cost of approximately **\$408,950**. From this, \$336,235 is the direct labor and vehicle cost (\$173,025 + \$163,210). Labor for 2 FT employees is \$173,025 and sweeper replacement plus operations and vehicle maintenance costs is \$163,210. The program also includes Indirect staff costs of \$38,523 for a proportion of PW staff labor to oversee the street sweeping program and handle/resolve issues; \$25,048 for weed abatement materials and the program's share of technology, retiree benefits, and general liability; and \$9,148 for the program's share (8.26%) of Management & Administrative Services Costs.

The contract street sweeping program is anticipated to cost approximately **\$358,115**. From this,

\$293,000 is the total contract cost for NES, which includes NES' labor and vehicle cost. The remaining Indirect and Other costs of \$32,083, \$23,884, and \$9,148 are "City" cost that would apply for the same reasons as the in-house option, but at a lower proportion. The difference in Indirect and Other cost of \$7,604 (\$6,440 + \$1,164) is primarily attributed to reducing the in-house administrative staff time needed to address street sweeping complaints and transferring a portion of Retiree Medical and General Liability costs attributed to the incumbent positions. However, since the incumbent staff will continue to work for the City of Brea, the difference in Indirect and Other Costs between in-house and contract would not be eliminated from the City's operational budget, but would be transferred to other program accounts.

Hence, the contracting option as described above results in a potential annual savings of approximately \$50,839 (\$408,954 - \$358,115) after attrition of incumbent street sweeper operator (or similar) positions.

Street Sweeper Operation/Maintenance/Replacement Costs

The annual cost to operate, maintain, and fund the replacement of street sweeping vehicles is \$163,210 (\$89,150 + \$74,060). City allocates approximately 10% per year for vehicle replacement (currently \$89,150). City also currently spends approximately \$74,060 on annual sweeper operations and maintenance. The City currently has three sweepers. Two propane sweepers were purchased in 2010 for \$255,000 and \$260,000 with a projected design life of 10 years. The third sweeper is currently used as a back-up and was purchased in 2001 at a price of \$167,000. Given the age and poor condition of the back-up sweeper, City planned to purchase a replacement compressed natural gas (CNG) sweeper in FY15-16 for approximately \$293,000. The purchase was deferred.

Contract Street Sweeping Services Option

The following includes a summary of the Pros and Cons associated with contracting out street sweeping operations:

Pros

- Annual savings of \$50,839 (\$408,950 - \$358,115)
 - After future savings in labor through attrition in future years are realized
- Can sell one or both of existing 5 year old sweepers to recover some of the original purchase price (\$60-\$80k each)
- Current fleet replacement fund balance of about \$250,000 available for other purposes
- No longer responsible for operations and maintenance of sweepers and future CNG sweepers

Cons

- Need to initially absorb an additional \$173k of labor
- Need to interview firms to make final selection. Final cost may differ from proposed if low bidder is not selected.
- Costs may increase in future if need to rebid contract for any reason
- Operators may change from time-to-time. Learning curve to become familiar with Brea.
- Personal touch from in-house street sweeping is lost.
- Future Brea cost may come down if operator replacements are hired at entry level
- Once change is made to contract, very difficult to switch back to in-house.

On August 16, 2016, staff presented the preceding information with slight changes to City Council at a Study Session. At the meeting, City Council discussed the item and directed staff to clarify the indirect costs, develop options as to how to integrate incumbent staff into other positions, and present the findings at the September 6, 2016 City Council meeting, General Session. City Council also stated their intent to discuss the expected level of service that would be acceptable for street sweeping, i.e. sweep once per week or twice per month at the September 6 meeting.

The following is staff's assessment of the major options for discussion this evening:

Indirect and Other Costs

City staff reviewed the Indirect and Other cost identified in the Cost Comparison portion of this staff report and revised the cost as noted. The largest potential additional savings would come from less call volume that our administrative front office staff would need to handle. However, the City would not see these savings immediately since it will take the community some time to get used to calling the sweeping contractor directly and not the City.

Level of Service

The available street sweeping schedules includes sweeping the streets once per week, sweeping twice per month, or sweeping on alternate sides (once per week or twice per month). Since Brea residents have become accustomed to clean and well maintained streets for many years, staff recommends maintaining the current sweeping schedule. Streets could be swept twice per month, but the reduction in frequency will be noticeable, especially in the fall season.

Sweeping on alternate sides of the streets is also not recommended given the inefficiency of the route. The sweeper would have to cover the street in 2 passes on 2 separate days. Aside from increased cost, this alternative would most likely generate complaints from residents regarding parking of vehicles in front of their homes and the appearance of unbalanced cleaning of streets. Finally, this type of cleaning will require the installation/modification of additional signage currently estimated at approximately \$33,000.

Staffing Options

Per City Council direction, staff looked into options for integrating the two street sweeping incumbents into other divisions within Public Works. The following is a list of potential scenarios that may be feasible. Please keep in mind that our street sweeper operators were not involved in the development of these scenarios and final disposition would have to take into consideration their qualifications, skills, and abilities to perform other duties as assigned.

1. Move both Street Sweeper Operators to the Streets Division to work on special projects, such as replacing regulatory signs, replacing the illuminated street name signs at the intersections with new reflectorized signage. No net savings to General Fund until incumbents or a similar classification separate from City.
2. Fill existing 2 vacant PT positions in Building Division and Water Division with 2 incumbents.
3. Fill existing 2 vacant PT positions in Building Division and Water Division with other PT staff expressing interest and use incumbents to backfill for the vacated PT positions.

4. Replace 1.5 PT positions for each incumbent position and eliminate 3 PT positions through attrition. 2 PT positions do not equal 1 FT position since 2 PT positions work 60 hours per week and 1 FT position works 40 hours per week. Some savings to General Fund for attrition of 3 PT positions, but not as much as attrition of 2 FT positions.

Back-up Street Sweeper

Finally, if contact street sweeping is pursued, staff recommends that one of the 2010 street sweeping machines be kept for as-needed City use. This sweeper could be used to sweep after heavy wind and rain storms, traffic incidents, and at special events when the “free” mileage from our contractors has been depleted. Although annual cost would be less than current cost, there would still be an operational, maintenance, and vehicle replacement cost of approximately \$31,500. In this case, the street sweeper life could be extended given the much lower wear and tear on the vehicle, so the annual vehicle replacement allocation would be about half the current allocation.

FISCAL IMPACT/SUMMARY

Per City Council direction, the City of Brea is considering the possibility of contracting out street sweeping services. The fiscal impact is dependent on City Council direction and selection of contracting options as noted in the staff report. If contracting is selected, any potential savings would not be realized until a future date since the incumbent street sweeper operators would remain, regardless of the contracting options selected.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tony Olmos, Public Works Director

Attachments

Attachment I - Bids Received

Attachment 1

BIDS RECEIVED

<u>Street Sweeping Option</u>	<u>NES</u>	<u>Athens</u>	<u>CleanStreet</u>	<u>Dickson</u>
Weekly Sweeping (405 Curb Miles)	\$293,000 (\$13.91/mi)	\$347,490 (\$16.50mi)	\$365,092 (\$17.34/mi)	\$484,440 (\$23.00/mi)
Sweep Twice Per Month	\$240,000 (\$24.69/mi)	\$201,690 (\$20.75/mi)	\$227,479 (\$23.40/mi)	\$245,977 (\$25.31/mi)
Sweep Alternate Sides of Street (Weekly)	\$758,160 (\$36.00/mi)	\$479,115 (\$22.75/mi)	\$379,080 (\$18.00/mi)	\$726,570 (\$34.50/mi)
Sweep Alternate Sides of Street (Twice / Month)	\$349,920 (\$36.00/mi)	\$269,730 (\$27.75/mi)	\$232,794 (\$23.95/mi)	\$368,096 (\$37.87/mi)

Items in red represent the low bid for the specific street sweeping option.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Restricting the Storage of Personal Property on Public Property, Providing for the Removal, Safekeeping and Return

RECOMMENDATION

An Ordinance of the City Council of the City of Brea Restricting the Storage of Personal Property on Public Property, Providing for the Removal, Safekeeping and Return Thereof, and Amending Title 8 of the Brea City Code

BACKGROUND/DISCUSSION

In response to input from members of the public relating to a potential safety and health hazard of unattended personal items left at public facilities, the City Attorney's Office researched best practices and similar ordinances concerning stored or unattended personal property in public facilities. From time to time unattended personal property has discouraged residents from using City facilities. The current Brea City Code ("BCC") does not address this issue and nothing in the current BCC has been sufficient to help staff deter this type of activity. Research by the City Attorney's office indicates that more stringent options within our BCC may be necessary to help deter such actions.

If personal items are left unattended they will be marked with a notice of at least 48 hours to remove such items from the premises; failure to remove such items may result in the articles being impounded and a notice placed at or near where the property was located stating where the items are being kept for safekeeping and where they may be claimed by the owner.

This additional tool allows the City staff to mitigate the impact of potential safety and health hazards and enables Brea residents to enjoy their City facilities in the manner for which they were intended.

FISCAL IMPACT/SUMMARY

This amendment to the Brea City Code is expected to have a minimal budget impact relating to the storage of impounded items. Staff will evaluate this ordinance after six months and report any adverse or additional impacts to the City's budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Mario Maldonado

Attachments

Ordinance 1185 Property Impound & Storage

ORDINANCE NO. 1185

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA RESTRICTING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, PROVIDING FOR THE REMOVAL, SAFEKEEPING, AND RETURN THEREOF, AND AMENDING TITLE 8 OF THE BREA CITY CODE

The City Council of the City of Brea ordains as follows:

Section 1. Section 8.32.070 of Chapter 8.32 of Title 8 of the Brea City Code is hereby amended to read as follows:

“§ 8.32.070 UNCLAIMED PROPERTY DISPOSAL-PRIVATE PROPERTY.

The Council hereby elects that the City and its Police Department shall be governed by the provisions of California Civil Code §§ 2080, 2080.1, 2080.2, 2080.3 and 2080.5 as the legal provisions governing the disposition of personal property found or saved on private property within the jurisdiction of the City.”

Section 2. A new Chapter 8.44 is hereby added to Title 8 of the Brea City Code, to read as follows:

“CHAPTER 8.44: STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS

Sections:

8.44.010 Purpose and Intent.

8.44.020 Definitions.

8.44.030 Storage of Personal Property in Public Areas prohibited.

8.44.040 Chief of Police to receive Stored Personal Property.

8.44.050 Notice prior to impoundment.

8.44.060 Notice upon impoundment.

8.44.070 Holding and disposal of Stored Personal Property.

8.44.080 Owner may claim personal property.

8.44.090 Unclaimed Personal Property to be used by City or sold at auction–Notice.

- 8.44.100 Conduct of auction.
- 8.44.110 Proceeds to be deposited in general fund.
- 8.44.120 Unsalable and unusable Personal Property.
- 8.44.130 Dangerous or perishable Personal Property; Evidence.
- 8.44.140 Provisions not applicable.
- 8.44.150 Violations, penalties and enforcement.

§8.44.010 PURPOSE AND INTENT.

The public parks, public streets and alleys, public parking lots, public rights-of-way, parkways, public sidewalks, recreational areas and other publicly-owned or controlled property described in Section 8.44.020(j), within the City, should be readily accessible and available to residents, businesses and the public at large for their intended purposes. The use of these Public Areas for the Storage of Personal Property interferes with the rights of others to use and enjoy these Public Areas as they are intended. Such activity can constitute a public health and safety hazard which adversely impacts public offices, facilities and services, neighborhoods and commercial areas. The purpose of this Chapter is to maintain these Public Areas within the City in a clean, sanitary, safe and accessible condition, to adequately protect the health, safety, environment and general welfare of the community, and to ensure that these Public Areas are used for their intended purposes and remain accessible to all citizens, businesses and visitors in the City. Nothing in this Chapter is intended to interfere with otherwise lawful and ordinary uses of public property.

§8.44.020 DEFINITIONS.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this Chapter.

- (a) “Abandoned Personal Property” means Personal Property as to which it reasonably appears that the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment.
- (b) “Alley” shall have the meaning set forth in Section 110 of the California Vehicle Code.
- (c) “Chief of Police” means the Chief of Police of the City of Brea, or his/her designee.
- (d) “City Clerk” means the City Clerk of the City of Brea, or his/her designee.
- (e) “City Manager” shall mean the City Manager of the City of Brea, and shall include his/her designee.
- (f) “Community Services Director” means the Community Services Director of the City of Brea, or his/her designee.

(g) “Park” shall have the same meaning as defined in Section 12.00.020 of this Code.

(h) “Personal Property” means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping equipment or paraphernalia, money, books, and “shopping carts” or “carts” as defined in this Section.

(i) “Police Department” means the Brea Police Department.

(j) “Public Area” means a publicly owned or controlled place, including, but not limited to, any public street, alley, public parking lot, public park, public rights-of-way, public parkway, public sidewalk, public recreational area, public recreational facility, the Brea Civic and Cultural Center and all public areas adjacent thereto, the Brea Library and all public areas adjacent thereto, the Curtis Theater and all public areas adjacent thereto, the Brea Community Center and all public areas adjacent thereto, the Brea Senior Center and all public areas adjacent thereto, and/or any and all other publicly-owned or controlled property in the City. “Public Area” shall not include any area designated as a public campground pursuant to federal, state or local statute, ordinance or resolution.

(k) “Shopping carts” or “carts” shall have the meaning set forth in Business and Professions Code Section 22435.

(l) “Store”, “Stored” or “Storage” means to place or put aside Personal Property in a Public Area or accumulate it for use when needed; to place Personal Property in a Public Area for safekeeping; and/or to leave Personal Property unattended in a Public Area.

(m) “Street” shall have the meaning set forth in Section 590 of the California Vehicle Code.

(n) “Unclaimed Personal Property” means Personal Property that has been turned in to the Chief of Police pursuant to Section 8.44.040 and/or impounded pursuant to Section 8.44.050, and that has not been claimed within a period of ninety (90) days by its owner.

§8.44.030 STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS PROHIBITED.

It shall be unlawful and a public nuisance for any person to Store Personal Property in any Public Area, except as otherwise approved by the Chief of Police, the Community Services Director or by resolution of the City Council. Personal Property Stored in Public Areas in violation of this section shall be impounded pursuant to Sections 8.44.040 through 8.44.150 of this Chapter.

§8.44.040 CHIEF OF POLICE TO RECEIVE STORED PERSONAL PROPERTY.

The Chief of Police is authorized to impound Personal Property pursuant to the provisions of Sections 8.44.040 through 8.44.150 of this Chapter, and shall make provisions for the receipt and safekeeping of Personal Property coming into his or her possession pursuant to this Chapter. A receipt shall be issued to the person delivering such Personal Property, unless the Personal Property was found in the course of employment by an employee of the City. The Chief of Police

shall notify the owner of the Personal Property, in writing, if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a written notice to be left in a prominent place at or near where the Personal Property was located prior to removal, for any Personal Property impounded pursuant to Section 8.44.030, advising that the Chief of Police is in possession of the Personal Property and the location where it may be claimed.

§8.44.050 NOTICE PRIOR TO IMPOUNDMENT.

(a) Stored Personal Property may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.

(b) The City may erect signs in any Public Area or Areas conspicuously stating that any Personal Property Stored in those areas is subject to immediate impoundment. Those signs shall serve to provide the prior notice otherwise required by Section 8.44.050(c). Personal Property unlawfully Stored where any such sign has been posted may be immediately impounded.

(c) If neither subsection “a” nor subsection “b” apply, Personal Property unlawfully Stored in Public Areas shall be impounded only after a notice is left on, or at or near the location of the Personal Property, advising that the Personal Property will be impounded if it is not removed. This notice will specify a time when the Personal Property will be impounded if it is not removed. Such time shall not be less than forty-eight (48) hours after the notice is left.

§8.44.060 NOTICE UPON IMPOUNDMENT.

If, after any notice required by Section 8.44.050 is given, Personal Property remains unlawfully Stored in any Public Area, that Personal Property may be impounded. The person impounding the Personal Property shall leave a notice in a conspicuous place at or near where the Personal Property was located prior to being impounded, advising where the Personal Property is being kept and when and where it may be claimed by its owner.

§8.44.070 HOLDING AND DISPOSAL OF STORED PERSONAL PROPERTY.

Personal Property coming into possession of the Chief of Police pursuant to this Chapter shall be deposited in a safe place for a period of at least ninety (90) days. If the Personal Property consists of money, it shall be deposited with the City’s Director of Finance for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the Personal Property or money is not claimed within ninety (90) days, it shall be deemed to be Abandoned Personal Property, subject to disposition as provided in this Chapter.

§8.44.080 OWNER MAY CLAIM PERSONAL PROPERTY.

During the time that any Personal Property is held by the City, it may be delivered or paid to its owner as follows:

(a) The Personal Property shall be delivered upon proof of ownership satisfactory to the Chief of Police after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).

(b) If the Personal Property consists of money, it shall be paid to the owner upon written order from the Chief of Police to the Director of Finance. The Chief of Police shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of Personal Property.

(c) If ownership cannot be determined to the satisfaction of the Chief of Police, he or she may refuse to deliver the Personal Property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

§8.44.090 UNCLAIMED PERSONAL PROPERTY TO BE USED BY CITY OR SOLD AT AUCTION – NOTICE.

(a) Upon expiration of the ninety-day period, any Personal Property received by the City and not delivered to the owner may be appropriated for the use of the City of Brea upon order of the City Manager on his or her finding that the Personal Property is needed for a public use, and any Personal Property not appropriated for City use may be sold at public auction to the highest bidder or, if determined to be of de minimus or no apparent monetary value, such Property may be disposed of in any lawful manner.

(b) All unclaimed money received by the Chief of Police, and not delivered to the owner during the ninety-day period, shall thereafter be deposited in the general fund.

(c) Notice of the sale at auction of Unclaimed Personal Property shall be given by the City Clerk at the direction of the Chief of Police at least five (5) days before the time fixed therefor by publication at least once in a newspaper of general circulation.

§8.44.100 CONDUCT OF AUCTION.

An auction for the sale of Unclaimed Personal Property shall be conducted by the Chief of Police.

§8.44.110 PROCEEDS TO BE DEPOSITED IN GENERAL FUND.

After any auction for Unclaimed Personal Property is completed, the proceeds of the auction shall be delivered to the Director of Finance for deposit in the general fund.

§8.44.120 UNSALABLE AND UNUSABLE PERSONAL PROPERTY.

Any Personal Property advertised and offered for sale but not sold and not suitable for appropriation for the use of the City shall be deemed to be of no value and shall be disposed of in such manner as the City Manager deems appropriate.

§8.44.130 DANGEROUS OR PERISHABLE PERSONAL PROPERTY; EVIDENCE.

Subject to the provisions of Section §8.44.140 below, any Personal Property coming into the possession of the Chief of Police may be disposed of immediately and without notice, in a manner that the Chief of Police determines to be in the public interest and otherwise as provided by law, when such Personal Property is perishable, contraband, evidence of a crime, evidence in a criminal investigation, or is reasonably believed to constitute an immediate threat to the public health or safety.

§8.44.140 PROVISIONS NOT APPLICABLE.

(a) The provisions of Sections 8.44.040 through 8.44.110 shall not apply to real property, or Personal Property or money that is subject to confiscation pursuant to state or federal law; or to Personal Property that constitutes evidence of a crime, evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law. The provisions of this Chapter shall not apply to any motor vehicle. Personal Property found or saved on private property shall be subject to the provisions of Section 8.32.070 of this Code.

(b) The provisions of this Chapter shall not apply to Abandoned Personal Property, which shall be disposed of forthwith.

(c) “Shopping carts” or “carts” shall be subject to release to the owners and operators of businesses which provide shopping carts for the convenience of their customers or abatement and/or disposal thereof as may be permitted by law.

(d) Notwithstanding the regulations set forth in this Chapter, the City Manager and/or Chief of Police are hereby authorized to promulgate additional rules and policies for the implementation of this Chapter in a manner consistent with state and federal law.

§8.44.150 VIOLATIONS, PENALTIES AND ENFORCEMENT.

Notwithstanding any other provision in this Code, each violation of the provisions of this Chapter may be enforced as follows:

(a) A violation of this Chapter may be punishable alternatively as a misdemeanor or an infraction at the discretion of the City Attorney or City Prosecutor. The penalty for an infraction and/or misdemeanor shall be as set forth in Chapter 1.04 of this Code.

(b) A violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.”

Section 3. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner required by law.

APPROVED AND ADOPTED this ___ day of _____, 2016.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2016, and was finally passed at a regular meeting of the City Council of the City of Brea, held on ___ day of _____, 2016, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Follow-Up Discussion on Formation of a Joint Powers Authority for Municipal Services

RECOMMENDATION

That the City Council further discuss the proposed Joint Exercise of Powers Agreement for the North Orange County Municipal Services Joint Powers Authority (JPA) and provide additional direction to staff for modifications prior to final consideration on September 20, 2016.

BACKGROUND/DISCUSSION

On August 16, 2016 the City Council discussed the proposed Joint Exercise of Powers Agreement for the North Orange County Municipal Services Joint Powers Authority (JPA) and provided direction to staff for modifications/clarifications to agreement prior to final consideration on September 20, 2016. The City Council requested that this item be brought back on September 6, 2016 for additional discussion.

The success of various shared services programs and cooperative efforts among cities in the past years has fueled the ongoing discussions regarding the formation of a Joint Powers Authority (JPA) for shared municipal services among North Orange County cities. The neighboring Cities of Brea and Fullerton have taken the lead in laying the groundwork for implementation of such a JPA with the goal of enhancing services provided to citizens while achieving short term and long term cost efficiencies. The first step in implementation of a JPA is approval of a Joint Exercise of Powers Agreement. The August 16, 2016 draft agreement and staff report is provided as reference for additional discussion by the City Council.

The Cities of Brea and Fullerton will be considering final approval of the JPA at their September 20, 2016 City Council meetings. The final staff report will include a resolution approving execution of the JPA agreement and appointing two City Council members to serve as Directors and one to serve as an Alternate Director on the JPA Board.

FISCAL IMPACT/SUMMARY

There is no significant financial impact arising from the approval of the Joint Exercise of Powers Agreement. The long term benefits arising from transfer of municipal services to the JPA will be addressed in future discussions as proposals to move services to the JPA are considered.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario Maldonado, Assistant to the City Manager

Attachments

08-16-2016 Staff Report

08-16-2016 Draft JPA

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 08/16/2016
SUBJECT: Formation of a Joint Powers Authority for Municipal Services

RECOMMENDATION

That the City Council discuss the proposed Joint Exercise of Powers Agreement for the North Orange County Cities Municipal Services Joint Powers Authority (JPA) and provide direction to staff for modification or amendment prior to final consideration on September 20, 2016.

BACKGROUND/DISCUSSION

Background

In the midst of the Great Recession, the city managers of the cities of Buena Park, Brea, Fullerton, La Habra, Placentia and Yorba Linda formed the North Orange County Cities Coalition (NOCCC) to strategize on common challenges arising from shrinking revenues and increasing demand for services. With support from their respective City Councils, the city managers looked within their own internal administrations to identify programs, services and other resources that, if shared, consolidated or leveraged could result in cost savings and productivity enhancements.

The genesis of a North Orange County Municipal Services JPA was the work of the NOCCC group. The Cities of Brea and Fullerton Fire Command Resource Sharing program began in 2011 in an effort to lower costs, maintain local control and continue to provide exceptional fire services to both communities. The success of the Brea-Fullerton Fire Shared Command initiative, and others initiated by NOCCC led to discussion of additional possible joint efforts, such as tree trimming, animal field services, fire services, and fleet maintenance. Ultimately the roadmap was set to consider the formation of a JPA that could incorporate services that were a good fit for regional collaboration. As discussions and analyses of potential shared services continued among the NOCCC cities, Fullerton and Brea staff began the initial work to form a JPA.

During this process, staff identified a probable impediment arising from the Public Employees' Pension Reform Act of 2013 (PEPRA). This new law limited retirement benefit formulas available to newly formed governmental agencies to only those formulas authorized under PEPRA. As such, staff's focus shifted for a period on pursuing a legislative fix for this problem. On September 28, 2014, Senate Bill 1251 was signed into law, allowing Brea and Fullerton to form a new Joint Powers Authority (JPA) while preserving access to retirement benefit formulas for existing employees. As such, an employee who may transfer from a city to the JPA upon transfer of a municipal service to the JPA will see no change in his/her retirement formula. For both Brea and Fullerton, this means that there are three levels of retirement benefits that may be imported

into the JPA - those known as Classic formulas, reduced Classic formulas that both Brea and Fullerton voluntarily implemented prior to PEPRA, and the PEPRA formulas. The bill also allows up to three contiguous cities to join the JPA on or before January 1, 2017.

Subsequent clean up legislation, SB 354 (approved August 10, 2015), was necessary to clarify the period during which employees of the cities can transfer to a JPA and retain their benefit formulas received prior to the transfer. It specifies that transferred employees will receive the defined benefit plans or formulas they were receiving prior joining the JPA, and clarifies that if any of the three contiguous cities to Brea and Fullerton join the JPA, transferred employees with no more than a 6-month break will also retain their existing benefit plans or formulas.

Discussion

A working group comprised of Brea and Fullerton Council Members, City Managers, the Fire Chief, key City staff, and legal counsel have been meeting regularly and consulting with CalPERS and labor representatives to draft the proposed Joint Exercise of Powers Agreement that would be the foundation for the formation of a North Orange County Municipal Services JPA with capability of offering a variety of regionalized public services.

Entering into a multi-agency agreement creates a number of policy issues that need to be addressed, including, but not limited to: governance, membership, insurance, liability, cost allocation, visibility and community identity, equipment, and contract termination provisions and indemnification. Working together and engaging the various stakeholders in problem solving, the working group has developed the proposed JPA agreement addressing the broad issues. The group will continue to meet to discuss issues specific to functions under consideration for inclusion in the JPA.

Formation of Joint Powers Authority

Government Code sections 6500 et seq. allows two or more government agencies to jointly exercise any common power and to create a separate governmental entity –referred to as a joint powers authority or joint powers agency - to carry out that power. This law empowers cities such as Brea and Fullerton to create a joint powers authority to deliver those services on a regionalized basis. The JPA working group and CalPERS staff have provided feedback and guidance on the initial drafts of the proposed agreement.

A number of drafts of the JPA agreement were circulated to city attorneys and working group stakeholders for review and comment. Based on those reviews changes to the agreement were made to address issues raised by the group and CalPERS. The proposed JPA Agreement reflects this collaborative effort.

Some key provisions that are included in the JPA agreement are as follows:

- Cities will join as members of the JPA and have the option to participate in any function included in the JPA (section 4);
- The JPA will be governed by a Board of Directors with each city initially represented by two Directors on the JPA Board with the possibility of a reduction to one Director per member in the future as membership increases; Directors are appointed by member City Councils from among those elected to their respective Councils (Section 6.3);
- Each City can also appoint an Alternate Director to the JPA Board, also a City Council member, who may vote in the absence of a Director (Section 6.3.1);
- A City Manager Advisory Committee will be formed to provide input to the Board on major policy decisions (Section 10);

- The JPA will have the ability to contract for services; incur debt, hire employees, acquire property and other powers common to the city members (Section 5);
- Two or more members may participate in a shared service (function) authorized by the JPA Board (Section 8);
- The JPA will have a two-tiered voting system will be separated into General Board Decisions and Function-Specific Decisions. All JPA Directors will have votes on General Board Decisions while only those Directors representing members participating in a specific Function will vote on Function-Specific Decisions (Section 9.3);
- Membership in the JPA requires an initial commitment of seven years (Section 7.2);
- Members may withdraw from the JPA following completion of their initial membership commitment and after one fiscal year notice to withdraw is provided to the JPA (Section 7.3)

Next Steps

The Cities of Brea and Fullerton will be considering final approval of the JPA at their September 20, 2016 City Council meetings. The final staff report will include a resolution approving execution of the JPA agreement and appointing two Fullerton City Council members to serve as Directors and one to serve as an Alternate Director on the JPA Board. Execution of the JPA agreement by Fullerton will be needed to create North Orange County Municipal Services JPA. Other cities meeting the criteria of being contiguous to Brea or Fullerton are expected to join the JPA in the future. Addition of member cities will require City Council approval of an amendment to the JPA agreement. Likewise, transfer of a municipal service to the JPA will require separate City Council consideration and action.

Once the JPA is formed, City staff will continue to work with member agencies to begin the process of implementation including developing all the necessary legal documents and contracts to make the JPA operational. The JPA Board will begin to meet and discuss potential municipal service offerings (functions), contracting with member agencies for support services, contracting with CalPERS for retirement benefits, contracting with third party and benefit providers, and negotiating with impacted employee associations prior to the transfer in of a function.

FISCAL IMPACT/SUMMARY

Fiscal Impact

There is no significant financial impact arising from the approval of the Joint Exercise of Powers Agreement. The long term benefits arising from transfer of municipal services to the JPA will be addressed in future discussions as proposals to move services to the JPA are considered.

Summary

The success of various shared services programs and cooperative efforts among cities in the past years has fueled the ongoing discussions regarding the formation of a Joint Powers Authority (JPA) for shared municipal services among North Orange County cities. The neighboring Cities of Brea and Fullerton have taken the lead in laying the groundwork for implementation of such a JPA with the goal of enhancing services provided to citizens while achieving short term and long term cost efficiencies. The first step in implementation of a JPA is approval of a Joint Exercise of Powers Agreement. A proposed agreement is provided for discussion by the City Council.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Assistant to the City Manager

Attachments

JPA Draft Agreement

Joint Exercise of Powers Agreement
for the
North Orange County Cities Joint Powers Authority

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into this ____ day of _____, 2016 (“Effective Date”), by and between the City of Brea and the City of Fullerton, each a “Party” and collectively, the “Parties.” References to “Party” or “Parties” shall include any future party to this Agreement

PREAMBLE

WHEREAS, each Party hereto is a municipal corporation, organized and existing under the laws of the State of California, and is authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common to the Parties under the Joint Exercise of Powers Act, California Government Code Section 6500, *et seq.*, as now or hereafter amended (the “Act”);

WHEREAS, each Party seeks to enhance the municipal services it provides to its citizens while increasing efficiency and cost savings;

WHEREAS, each Party sees the benefit of intergovernmental cooperation and collaboration in furtherance of these goals and has determined that it is in that Party’s best interest and in the public’s interest that this Agreement be executed and that the Party participate as a Party of the joint powers authority created herein;

WHEREAS, the Parties desire to establish a joint powers authority to provide a vehicle for the development of creative, innovative, practical, and cost effective programs to better provide municipal services;

WHEREAS, on September 28, 2014, Senate Bill 1251 and Assembly Bill 1783 were chaptered, which in relevant part authorized a joint powers authority formed by the cities of Brea and Fullerton on or after January 1, 2013, to provide employees who are not new members under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) with the defined benefit plan or formula that was received by those employees from their prior respective employers under conditions specified by legislation;

WHEREAS, Senate Bill 1251 and Assembly Bill 1783 further authorized up to three cities in Orange County that are contiguous to the cities of Brea and Fullerton to join the joint powers authority on or before January 1, 2017; and

WHEREAS, because of work performed by north Orange County cities over the past six (6) years, the real and potential benefits of collaboration in the provision of municipal services has been demonstrated.

AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Parties agree as follows:

1. Creation of the Authority.

The Parties hereby create a joint powers authority that is named the North Orange County Joint Powers Authority (the “Authority”). The Authority shall be a public entity separate and apart from the Parties. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Party.

2. Parties to the Agreement.

Each Party certifies that it intends to, and does, contract with every other Party that is a signatory to this Agreement and with such other cities as may later be added as parties under Section 6.1.8 of this Agreement. Each Party also certifies that the deletion of any Party from this Agreement does not affect this Agreement or each remaining Party’s intent to contract with the other Parties then remaining.

3. Purpose of the Authority.

The purpose of the Authority is to provide quality municipal services to the Parties and their residents while increasing cost-effectiveness by pooling together the Parties’ resources when it is most efficient to do so but still maintaining each Party’s status as a separate entity.

4. Objectives of this Agreement.

The objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes, but does not require, the Authority to provide any municipal service in which at least two of the Parties wish to partake (“Function”) that is listed in the Bylaws.

5. Powers of the Authority.

The Authority shall have the powers common to the Parties to carry out the purposes set forth in this Agreement. Except as otherwise authorized or permitted by the Act and for the purposes of, and to the extent required by, Government Code Section 6509, the Authority is subject to the restrictions on the manner of exercising the powers of the City of Brea, as further specified in the Authority’s bylaws (the “Bylaws”).

The Authority shall have the power to perform all acts necessary in the exercise of these common powers to develop and implement its objectives, including but not limited to the following specific powers:

- 5.1 To make and enter into contracts, including intergovernmental contracts;

5.2 To incur debts, liabilities and obligations, provided that no debt, liability or obligation of the Authority is a debt, liability or obligation of any Party except as separately agreed to in writing by that Party;

5.3 To hire Authority employees;

5.4 To acquire real and personal property (or partial interests therein), including a public capital improvement, by purchase, gift, lease, or eminent domain and to hold, own, manage, maintain and dispose of such property;

5.5 To apply for, accept, receive, collect, invest, administer and disburse moneys, grants, loans and other aid from any public or private entity or person;

5.6 To sue and be sued in its own name;

5.7 To receive contributions and donations of property, funds, services, and other forms of assistance from any source;

5.8 To execute and deliver certificates of participation, issue revenue bonds, and issue other forms and evidence of indebtedness and grant security interests, as provided by law;

5.9 To provide for risk pooling, financing, sharing and purchasing in any manner permitted under Government Code Sections 990, 990.4 and 990.8 or any other provision of law;

5.10 To assign, delegate, or contract with a Party or with a third party to perform any of the rights and duties of the Board, including but not limited to acting as administrator for the Authority;

5.11 To dispose of, divide and distribute any property acquired by the Authority upon termination of this Agreement;

5.12 To form public benefit and non-profit corporations and other affiliated entities to carry out the provisions of this Agreement, as permitted by law; and

5.13 To exercise all other powers necessary and proper to carry out the provisions of this Agreement.

6. Board of Directors.

6.1 Creation of Board of Directors.

The governing body of the Authority is the Board of Directors (the "Board"), which shall be appointed by the Parties as set forth in this Agreement. All powers of the Authority shall be exercised by the Board or delegated by the Board in accordance with the provisions herein.

6.2 Appointment.

Upon formation of the Authority, a Governing Board shall be established by way of appointments made through Resolutions of the City Councils of the Parties. A Board Director so appointed shall serve until expiration of his/her term of office on his/her City Council, revocation of appointment by the appointing Party, upon expulsion or upon receipt of notice of withdrawal of the appointing Party from the Authority. Except in the case of expulsion or withdrawal, it shall be the responsibility of the Party to appoint a replacement for any Board Director appointed by that Party who may no longer serve on the Board.

6.3 Composition.

A Director appointed by a Party must be a current elected City Council member of the appointing Party. Each Party shall appoint two Directors to serve on the Board until such time when the Authority exceeds five Parties. In the event the Authority considers the membership of a sixth Party, it shall place on the agenda for the same meeting at which such membership is to be considered, an item for the discussion and consideration of a change to the composition of its Board of Directors.

6.3.1 Each Party shall designate an Alternate Director to serve on the Board only in the absence of one of its appointed Directors.

6.4 Compensation.

The Board Directors shall not receive any compensation for their service from the Authority, but they shall be entitled to the reimbursement by the Authority of any actual and necessary expenses incurred in the performance of their official duties for the Authority.

6.5 Chair and Vice-Chair.

The Governing Board shall elect a Chair and Vice Chair from among the appointed Board Directors. The Chair and Vice-Chair shall be Directors appointed by different Parties. The manner of election and term of office of the Chair and Vice Chair and their authority and responsibilities shall be as set forth in the Authority Bylaws. If the Chair or Vice Chair cease to be a Director, the resulting vacancy shall be filled as provided in the Authority Bylaws.

7. Membership.

7.1 Initial Membership Commitment.

The initial membership commitment for any Party to this Agreement shall be a seven year period, commencing the effective date of their membership and expiring on June 30 of the seventh complete fiscal year following the effective date of membership.

7.2 New Parties.

On or before January 1, 2017, the Board may admit as Parties to the Authority up to three new cities that are contiguous to either the City of Brea or the City of Fullerton and are in Orange County. Admission of a new Party requires approval by each City Council of existing Parties. In the event a new Party is added to the Authority, the City Council of the new Party shall appoint its Board Director in accordance with Section 6.

7.3 Withdrawal of a Party.

A Party may withdraw from the Authority following their initial membership commitment by submitting a written notice of withdrawal to the Chair of the Board by July 1 at least one year prior to the effective date of withdrawal. The withdrawal of any Party shall not in any way discharge, impair, or modify the obligations of that Party in existence as of the effective date of withdrawal. No Party may withdraw from the Agreement until that Party has fully met its obligations for funding current and future costs incurred or committed to by the Authority prior to the date of withdrawal as specified in the Bylaws. Withdrawing Parties shall have no right or entitlement to any further participation in the Authority.

7.4 Removal of a Party.

The Board may remove a Party that fails to take timely action with regard to its material obligations to the Authority if at least two Parties will remain after the removal. The Board shall establish a separation and/or removal procedure in accordance with the requirements of due process, which will at a minimum include notice and an opportunity for a fair hearing. A Party shall not be removed unless the Board finds that there has been an Event of Default under Section 14. A Party so removed shall have the same obligations and responsibilities as a Party having voluntarily withdrawn.

8. **Authority Functions.**

8.1 Establishment of a Function.

Two or more Parties may agree to establish and participate in a program providing a specific function of municipal ("Function") to operate under the Authority. Functions may include, but are not limited to, such municipal services as animal field services, fire operations, fleet maintenance, and tree trimming. Addition of a Function to the Authority shall require approval of the Board and adoption of operational procedures that include a funding mechanism. Participation in a Function is at the option of any Party. Any Party wishing to participate in a Function must submit to the Authority a resolution from its City Council authorizing and requesting such participation.

8.2 Rights Upon Breach.

In the event one Party refuses further participation under this Agreement or is in breach of its obligations under this Agreement with respect to a particular Function, the

remaining Parties that are involved in that Function may elect to operate the Function on such terms upon which they may mutually agree.

8.3 Rights Upon Withdrawal.

Each Party shall have the right to withdraw from a Function by giving written notice to the Chair of the Board by July 1 of any given fiscal year to be effective July 1 of the following fiscal year, unless the Function Bylaws specify a longer required time. No Party may withdraw from a Function until that Party has met its obligations for funding current and future costs incurred or committed to with respect to that Function by the Authority before the date of withdrawal as specified in the Bylaws. Withdrawing Parties shall have no right or entitlement to any further participation in the Function through the Authority

9. **Meetings.**

9.1 Meetings.

The Board shall hold regular meetings at such place and time as the Board may establish in the Bylaws or by resolution, but shall not meet less frequently than once every three (3) months. The Board may hold special meetings as needed to carry out the purposes and objectives of the Authority. Meetings of the Board will be held in compliance with the Ralph M. Brown Act, Government Code Section 54940 *et seq.*

9.2 Proceedings.

The Chair will preside at Board meetings and in the absence of the Chair, the Vice Chair will preside. In the absence of the Chair and Vice Chair at a Board meeting, the Board Directors present shall appoint a Chair Pro Tem by a majority vote to preside at that meeting.

9.3 Quorum and Voting.

9.3.1 Determination of the Type of Decision. Decisions shall either be general Board decisions or Function-specific decisions. General Board decisions shall affect the entire Authority, such as adopting a budget, hiring Authority employees, and retaining legal counsel for the Authority. Function-specific decisions only affect that particular Function, such as the allocation of funds designated to the Function or the award of a contract or purchase regarding that Function. If there is any dispute as to whether a decision is a general Board decision or a Function-specific decision, the entire Board shall vote to determine whether the decision is a general Board decision or a Function-specific decision.

9.3.2 General Board Decisions. Each Board Director shall have one vote regarding all general Board decisions. A quorum of the Board shall consist of the presence of the majority of Board Directors. A majority of the quorum voting in the affirmative is necessary for the Board to take action.

9.3.3 Function-Specific Decisions. Each Board Director of a Party involved in a Function shall have one vote in Function-specific decisions. For each Function, a quorum of the Board shall consist of the presence of the majority of Board Directors whose Parties are involved in that Function. A majority of the quorum voting in the affirmative is necessary for the Board to take action.

10. Committees.

10.1 City Manager Advisory Committee.

There shall be established a City Manager Advisory Committee (CMAC) comprised of the City Managers from each Party. This committee shall advise the executive level manager of each Function and make recommendations on major policy decisions prior to submittal to the Board. Further, the CMAC shall review the annual budget and the five-year capital improvement plan, make suggestions, and recommend approval to the Board of Directors.

10.2 Other Committees.

As needed, the Board may create permanent or ad hoc advisory committees to give advice to the Board or to implement the provision of services by the Authority. All committees shall have a stated purpose and shall remain in existence until dissolved by the Board. The Board shall appoint qualified persons to such committees and each appointee shall serve at the pleasure of the Board. Unless otherwise provided by law, this Agreement, the Bylaws, or Board direction, committees may be composed of Board Directors and non-Board Directors. If a committee is concerned with any Function-specific concern, as that term is defined in this Agreement, it shall consist solely of representatives of Parties engaged in that Function.

11. Funding.

11.1 Initial Funding.

By January 15, 2017 or within ten (10) days of joining the Authority, whichever occurs later, each Party shall transfer to the Authority a sum of \$25,000. Such funds shall be used by the Authority as agreed upon by the Board for the establishment of Authority operations pursuant to this Agreement.

11.2 Ongoing Funding

In addition to any funds derived from grants or other sources, the Parties shall contribute the funds necessary to carry out the purposes and powers of the Authority, consistent with the Authority's adopted budget and any cost-sharing resolution passed by the Board.

11.3 Annual Budget.

The Board shall adopt an annual budget and allocation schedule no later than 30 days prior to the beginning of each Fiscal Year.

12. Administration.

The Board may create offices and appoint individuals to such offices as it considers either necessary or convenient to carry out the purposes of this Agreement.

12.1 Appointed Positions.

All personnel of the Parties shall remain employees of their respective Parties, and no express or implied contract with the Authority or with another Party exists as a result of this Agreement.

The Board shall appoint individuals serving as employees of the Parties to serve in the office of Treasurer, Auditor and Secretary. When possible, those appointed to serve in these offices shall be employed by different Parties.

12.2 Treasurer.

The entire Board shall appoint a treasurer of the Authority (“Treasurer”) from among the various Parties’ treasurers or other financial officers. The Board may from time to time change the designated Treasurer to any person who is qualified by law to occupy such office.

12.2.1 Duties. The Treasurer shall be the depository and have custody of all of the money of the Authority. The Treasurer shall perform all of the acts required by Government Code Sections 6505 and 6506.5.

12.2.2 Accounting and Investments. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provisions of law relating to the establishment and administration of funds, including, but not limited to, Section 6505 of the Government Code. The funds will be accounted for on a full accrual basis. The Treasurer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.

12.3 Auditor.

The Auditor will cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit will be filed as a public record with each Party. The Auditor shall file the audit no later than required by State law. The Authority will pay the cost of the financial audit in the same manner as other administrative costs.

12.4 Executive Director.

The Board may appoint a qualified person to be the Authority's Executive Director. Such appointment may be on any basis, including, but not limited to, part-time, full-time, contract, or employee basis. The Executive Director shall be responsible for carrying out the policies of the Board and for hiring, supervising, and firing all other Authority employees in accordance with the policies and protocols provided in the Bylaws and in all Board resolutions. The Executive Director shall also carry out other duties as directed by the Board.

12.5 Employees.

At any time, the Board may decide to hire employees for the Authority, who shall be paid directly by and shall report to the Authority rather than by and to any Party. The number of Authority employees, their positions, and their salaries and benefits and terms and conditions of employment are general Board decisions.

13. Termination of the Agreement.

This Agreement may only be terminated upon the mutual agreement of the Parties through their respective city councils. However in the event there are only two Parties to the Agreement, this Agreement may be terminated if one of the Parties withdraws per the provisions herein and fulfills all related obligations.

14. Event of Default.

The failure of a Party to comply with any provision of this Agreement that has a material and adverse effect on any other Party will constitute an Event of Default under this Agreement; except that the defaulting Party shall first have a period of thirty (30) days following receipt of notice from the other Party of such failure to comply to cure such failure, or if such cure cannot be effected with such thirty (30) day period, such period will extend for a total of sixty (60) days, so long as the defaulting Party is diligently trying to cure the failure throughout such period and such failure does not materially adversely impact the implementation of the Authority's programs.

15. Dispute Resolution.

Representatives of the Parties shall meet and use their best efforts to settle any dispute, claim, question or disagreement arising from or relating to this Agreement or to the interpretation of this Agreement ("Dispute"). To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party representatives regarding a Dispute and request that the Board settle the Dispute at the meeting. If the Parties do not settle the Dispute at the Board meeting or within seven (7) calendar days after the Board meeting, either Party may request a voluntary mediation of the Dispute to be held within thirty (30) days after the request for mediation. If mediation is not requested or is not

successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing Dispute resolution under this Section. The respective costs for resolving any Dispute shall be borne by the individual Parties, not the Authority.

16. Limitation on Liability for Debts and Obligations.

The Authority shall be a public entity separate and apart from the Parties. Under Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, or obligations of any Party to this Agreement except as otherwise set forth herein. A Party may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. Notwithstanding any other provision of this Agreement, no fee, assessment or charge may be levied against a Party without express consent of the Party. This section shall not apply to any debts, liabilities, or obligations determined by the California Public Employees' Retirement System (CalPERS) with respect to retirement contract obligations of the Authority.

17. Fiscal Year.

The first fiscal year of the Authority is the period from the date of this Agreement through June 30, _____. Each subsequent fiscal year of the Authority begins on July 1st and ends on June 30th.

18. Force Majeure.

The Parties will not be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such Party. If any such events shall occur, the time for performance by either Party of any of its obligations under this Agreement will be extended by the Parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected Party shall promptly notify the other Parties of such Force Majeure event, provide reasonable details relating to such Force Majeure event, and implement mitigation measures to the extent reasonable.

19. Insurance.

The Authority shall procure, carry, and maintain in full force and effect at all times during the term of this Agreement, at its sole cost and expense, and until the termination of this Agreement, insurance coverage which shall be maintained with insurers and under forms of policies approved by the Board. The insurance that the Authority is to provide under this Section must protect the Authority and the Parties, their directors, officials, administrators, employees and agents, and such other persons, firms or corporations as the Board may designate (collectively "Insured Parties") as having an interest in the program. Insurance requirements should include General Liability, Employment Practices Liability, Workers' Compensation and Employers' Liability, Auto Physical Damage, Property Insurance (if Authority owns or leases property), Cyber Liability and other forms of insurance deemed necessary and appropriate by the Board.

All policies shall include Parties as additional insured when appropriate. Proof of insurance shall be provided to the Parties annually. In addition to the notice sent by the insurance companies, the Authority shall also provide copies of any written notice it receives of a policy cancellation or reduction in coverage for any reason to the Parties within thirty (30) calendar days.

20. Defense and Indemnity.

Except as otherwise set forth herein, the Authority shall defend, indemnify and hold harmless the Parties, and each of them, and their officials, officers, agents and employees (collectively, the “Indemnitees”), from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement. The Authority shall reimburse the Indemnitees for any court costs and attorneys’ fees that the indemnitees may be required by a court to pay as a result of such action. Indemnitees may, at their sole and absolute discretion, participate in the defense undertaken by the Authority or retain separate counsel whose attorneys’ fees and costs shall be paid by the Authority. All duties of the Authority under this Section shall survive termination of this Agreement.

21. Successors and Assigns.

The terms and conditions of this Agreement inure to the benefit of and will be binding upon the Parties and their respective representatives, successors and permitted assigns.

22. Notices.

All notices required or permitted under this Agreement must be in writing and will be deemed delivered: (i) when delivered in person; (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; or (iv) upon receipt of a confirmed transmission if emailed:

City of Brea
Attention: City Manager
1 Civic Center Circle, Brea, CA 92821
cmadmin@cityofbrea.net

City of Fullerton
Attention: City Manager
303 W. Commonwealth, Fullerton, CA 92832
CityManager@ci.fullerton.ca.us

23. Headings.

The headings in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affects this Agreement.

24. 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.

25. Entire Agreement.

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

26. Amendments.

This Agreement will not be amended in any manner except by an instrument in writing executed by each of the Parties or their respective successors in interest.

27. Interpretation.

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises. This Agreement is to be construed as if the Parties had drafted it jointly, as opposed to be construed against a Party because it was responsible for drafting or more provisions of this Agreement.

28. Governing Law; Venue.

This Agreement is to be governed by and construed according to the laws of the State of California. Venue for all disputes involving this Agreement shall be the County of Orange.

29. Assignment.

No Party may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Party has a right, claim or title to any part, share, interest, fund or asset of the Authority. However, nothing in this Section prevents the Authority from assigning any interest or right it may have under this Agreement to a third party.

30. Representations and Warranties.

No representations or warranties are made or have been relied upon by either Party other than those expressly set forth in this Agreement, if any.

31. Cooperation.

The Parties shall fully cooperate with each other in conjunction with this Agreement and act reasonably in the exercise of any discretion to assure that they all continue to benefit from the Authority. Each Party to this Agreement shall execute and deliver to the other all instruments and documents as may be reasonably necessary to carry out this Agreement to provide and

secure to each Party the full and complete enjoyment of its rights and privileges under this Agreement.

32. Agreement Not for Benefit of Third Parties.

This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action under this Agreement for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Party will be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the jurisdiction of such Party. No person or entity, other than the Parties and their permitted successors and assigns, is authorized to enforce the provisions of this Agreement.

33. Counterparts.

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[Signatures on next page]

The Parties hereby execute this Joint Exercise of Powers Agreement as of the Effective Date.

CITY OF BREA

Dated: _____

Mayor

Attest:

City Clerk

CITY OF FULLERTON

Dated: _____

Mayor

Attest:

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: August 16, 2016 City Council Regular Meeting Minutes - Approve

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

Attachments

Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES August 16, 2016

CLOSED SESSION 5:30 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the meeting to order at 5:31 p.m., all members were present.

Present: Marick, Hupp, Simonoff, Parker, Vargas

- 1. Public Comment**
None.

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.

- 2. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Police Association and the Brea Police Management Association - Mario Maldonado Negotiator**

STUDY SESSION 6:00 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the meeting to order at 6:05 p.m., all members were present.

- 3. Public Comment**
None.

- 4. Clarify Regular Meeting Topics**
Council Member Parker requested that a small presentation be provided for Item No. 25 (PACE Financing Programs) at the General Session.

Regarding Item No. 21 (Formation of a Joint Powers Authority to Municipal Services), Mayor Marick stated that the staff report referenced incorrect information and clarified that Council will not vote on details regarding the board at this time. Mayor Pro Tem Hupp stated that member information listed in the staff report was also incorrect.

In response to Mayor Pro Tem Hupp's question regarding payment to the Brea Mall Item No. 23

(Outgoing Payment Log and July 22 & 29 and August 5 & 12, 2016 City Warrant Registers), Finance Manager Squire explained that the Nordstrom expansion in the 1980's provided for an annual reimbursement of 80% of their post-improvement property tax revenue, which will expire in 2022.

DISCUSSION ITEMS

5. **Options for Contracting Street Sweeping Services**

Public Works Director Olmos provided a PowerPoint presentation that included: the background of street sweeping in the City; bids received; cost comparison; the breakdown of costs; contract option - analysis; and possible direction from Council.

In response to Council questions, Public Works Director Olmos explained why the indirect costs would stay the same if Council decided to contract services out; discussed vehicle maintenance funds; noted that the contract is not a public contract bid - it is a RFP; stated that City staff will continue to manage the contract initially but over time staff's role will be reduced; talked about the frequency of street sweeping and signage; and lastly, discussed integrating the two (2) street sweeping employees into other divisions within Public Works. Council agreed to a discussion of this item at the next City Council meeting.

6. **Authorize the Purchase of a Utility Billing Software Replacement**

Revenue and Budget Manager Madrazo provided a report that included information about the new utility billing software such as: the vendor; the cost; and how travel costs can be reduced.

In response to Council questions, Revenue and Budget Manager Madrazo and Administrative Services Director Russell clarified that the new utility billing software is a new application that will be added to the City's current financial and cashing system.

7. **Placement of Future Council Agenda Item Regarding California Domestic Water Company Operations**

Council Member Parker believed that Council should discuss the operations and the City's relationship with California Domestic Water Company at a Study Session before the item is discussed at a General Session.

Council Member Simonoff expressed the desire to have a review on the City's shares in California Domestic Water Company to make sure that everything lines up.

Mayor Marick suggested that Council provide all questions regarding California Domestic Water Company to City Manager Gallardo so questions can be presented when the item is brought to Council.

Council agreed that the California Domestic Water Company discussion will be heard at the General Session at a future meeting.

REPORTS

8. **Oversight Board Update**

Community Services Director Crabtree stated that the Oversight Board met on August 2, 2016 where they approved the conveyance of land parcels and conveyance of a parking easement. He also stated that the Oversight Board ratified the action that Council took on refinancing the Area C bonds.

9. **Development Committee Report**

Public Works Director Olmos reported that the Development Committee met on August 1, 2016 to discuss the Santa Fe/Carbon Canyon intersection proposed traffic improvements and they also received updates on landscape improvements at the Civic Center and Brea Community Center.

10. **Council Member Report**

None.

GENERAL SESSION
7:00 p.m. - Council Chamber
Plaza Level

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Marick called the meeting to order at 7:08 p.m., all members were present.

11. Pledge of Allegiance

The Air Force Cadet Honor Guard led the Pledge of Allegiance.

12. Invocation

Pastor Patty Weston delivered the Invocation.

13. Centennial Committee Update

Centennial Committee member Holli Kittleson provided the Centennial Committee update.

14. Brea Envisions Update

Brea Envisions members Sean Thomas and Eric Johnson provided the Brea Envisions update.

15. Report - Prior Study Session

City Manager Gallardo provided the Prior Study Session Report.

16. Community Announcements

Council Member Vargas announced that "BreaFest" celebrates 30 years on Friday, August 19 from 6:30-10 p.m. Don't miss the celebration of the arts featuring live music, delicious food, and beverages from more than 30 local restaurants. He also announced that Brea Envisions asks residents to attend the "Think Out Loud Thursday" on August 25 from 6:30-8 p.m. in Community Room B on the 2nd floor of Brea Civic & Cultural Center and Thursday, August 25, for the "Think Out Loud Open House" from 6-8 p.m. on the plaza. Lastly, he announced that war memorial paver orders are due by August 30. For more information go to breamemorial.com.

Mayor Pro Tem Hupp announced that registrations are being accepted for the fall series of the Community Emergency Response Team (CERT) which keeps growing as more people make an extra effort to learn more and act on emergency preparedness at their home or business. Class starts September 13, visit cityofbrea.net for more information. She also announced that tickets are now on sale for the new Curtis Theatre Season. This season offers a mix of theatrical genres with some surprises and some fan favorites. Please visit curtis theatre.com for more information. Lastly, she announced that the West Nile Virus (WNV) has been found in the City of Brea: take precautions. The Orange County Mosquito and Vector Control District (OCMVCD) has confirmed the first mosquito sample infected with WNV in the City of Brea. Officials advise everyone to take precautions by clearing any standing water, which can be breeding grounds for mosquitos and wear mosquito repellents when mosquitoes are most active (dawn or dusk).

17. Matters from the Audience

Don Parker expressed concern about transparency of the Study Session meetings, extra compensation that the previous City Manager received, street sweeping services, and staff's responsibility to report fraud. Mike Kim from the Korea Sister City Association stated that an Anseong Korea performance troop will come to honor the City of Brea at the Centennial Celebration in 2017. He also provided the City with a memento from the performance group and the City Manager with a congratulatory present from the Korea Sister City Association. Sherry Wade provided a handout and expressed concern regarding the traffic at the Santa Fe and Carbon Canyon Road intersection. Fran Parpala, Ron Martivelle, Vaja Jaleel, Eric Johnson, Julie Kenney, Steve Hemron, Mike Koppas, and Anon Lapsi expressed concern regarding the traffic on the intersection of Santa Fe and Carbon Canyon Road. Michael May stated that the traffic study addresses the issues and urged Council to look at the data before making changes. Dwight Manley expressed concern about the waste hauling contract; homelessness; unfunded pension liability; and city funds being used for the Vargas vs. Balz case. Phil Panchaud thanked the fire department for their help during a recent

incident at his home and expressed concern about Brown Act compliance at city meetings. Keith Fullington asked residents to participate in the LadyCats fundraiser, "Cash for Shooz". He will be collecting shoes on the last Saturday of August at Brea Jr. High from 10:00 am to noon. Sean Thomas invited residents to the "Think out Loud Thursday's" and urged residents to keep the "Tracks at Brea" clean. Jim Parkin suggested that the city obtain access to a private road to keep congestion down on Santa Fe Road.

18. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo, Mayor Marick, Public Works Director Olmos, Police Chief Conklin and City Attorney Markman responded to public inquiries.

PUBLIC HEARINGS - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

19. 2013 & 2016 Public Health Goals on Water Quality

Environmental Services Coordinator Ingallinera provided a brief report stating that a public hearing is required every three (3) years starting in 2013 to inform residents of: detection of any contaminant in drinking water at a level exceeding a Public Health Goal (PHG), estimated costs to remove detected contaminants to below the PHG, and health risks for each contaminant exceeding a PHG.

Mayor Marick opened the public hearing.

Hearing no testimony, Mayor Marick closed the public hearing.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Hupp to Accept and Approve the 2013 & 2016 Public Health Goal Reports on Water Quality.

AYES: Mayor Marick, Mayor Pro Tem Hupp, Council Member Simonoff, Council Member Parker, Council Member Vargas

Passed

20. An Ordinance of the City Council of the City of Brea Adopting Zoning Ordinance Amendment No. 16-02 - Omnibus Code Update Amending Chapters 20.00, 12.12, 20.28 and 20.284 of Title 20 of the Brea Municipal Code

Assistant City Planner Zhou provided a PowerPoint that included: what is an omnibus ordinance; what will this ordinance achieve; Code Amendment 1a: Amend Definition of Family; Code Amendment 1b: Add Definition; Code Amendment 2: Amend Condominium Development Standards; Code Amendment 3: Clarify Political Signs; Code Amendment 4: Amend Number of Children in Large Family Day-Care Homes.

Mayor Marick opened the public hearing

Mike Cocus suggested that the sign ordinances be reviewed to be more restrictive.

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

Council Member Simonoff stated that the City reviewed the sign ordinance approximately 6 years ago.

In response to Council questions, City Planner Lilley stated that staff is updating the Brea Municipal Code so that it doesn't conflict with other building codes and clarified that requesting a sound study is an option.

Motion was made by Council Member Parker, seconded by Council Member Simonoff to Approve **Ordinance No. 1184**, for First Reading by Title Only and Waive Further Reading.

AYES: Mayor Marick, Mayor Pro Tem Hupp, Council Member Simonoff, Council Member Parker,
Council Member Vargas

Passed

ADMINISTRATIVE ITEMS - *This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

21. Formation of a Joint Powers Authority for Municipal Services

Acting Human Resources Manager/Assistant to the City Manager Maldonado provided a PowerPoint that included: the first look at the draft joint exercise of powers agreement forming the North Orange County Cities Joint Powers Authority (NOCCJPA); what is a Joint Powers Authority (JPA)?; why is NOCCJPA recommended?; how was the NOCCJPA proposal developed?; key provisions; outstanding issues; and next steps.

Council discussed the timeline, staffing, what services can be included in the JPA, and bringing the item back for a follow-up discussion.

CONSENT CALENDAR - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

CITY COUNCIL - CONSENT

22. July 19, 2016 City Council Regular Meeting Minutes

The City Council approved the July 19, 2016 City Council Regular Meeting Minutes, as presented.

23. Outgoing Payment Log and July 22 & 29 and August 5 & 12, 2016 City Warrant Registers

The City Council approved the Outgoing Payment Log and July 22 & 29 and August 5 & 12, 2016 City Warrant Registers.

24. Treasurer's Report for the City of Brea for Period Ending July 31, 2016

Received and Filed.

25. Pace Financing Programs

The City Council Adopted **Resolutions 2016-057** and **2016-058** Allowing the Inclusion of Properties Within Brea's Jurisdiction to Participate in Both the California Statewide Communities Development Authority (CSCDA) Open-PACE Program and the California Municipal Finance Authority (CMFA) PACE Financing Program.

26. Comprehensive Transportation Funding Program (CTFP) Application for Citywide Catch Basin Inserts Project 7524, Phase 6; Citywide Catch Basin Inserts Project 7524, Phase 7; Citywide Catch Basin Inserts Project 7524, Phase 8

The City Council Adopted **Resolution 2016-059**, Authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for Citywide Catch Basin Inserts Project 7524-Phase 6, Citywide Catch Basin Inserts Project 7524-Phase 7, and Citywide Catch Basin Inserts Project 7524-Phase 8.

27. Authorize the Purchase of a Utility Billing Software Replacement

The City Council Authorized the City Manager to Execute a Contract with Sungard Public Sector to Replace the Current Utility Billing Software with CommunityPLUS Utility Billing and Appropriated Additional Funding for the further Completion of the Project.

28. Approve Purchase of Two Police Interceptor Utility SUVs

The City Council Authorized the Purchase of Two (2) Police Interceptor Utility SUVs and Approved the Issuance of a Purchase Order with Downtown Ford Sales in Sacramento in the Amount of \$60,551.66.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Hupp to Approve Consent Calendar Items 22-28.

AYES: Mayor Marick, Mayor Pro Tem Hupp, Council Member Simonoff, Council Member Parker, Council Member Vargas

Passed

JOINT CONSENT ITEM WITH SUCCESSOR AGENCY

29. Conveyance of Property Located at 342 and 346 South Brea Boulevard and Assignment of a Public Parking Easement at the Brea Mall to the City

The City Council/Successor Agency Adopted **Resolution No 2016-060** Authorizing the Acceptance of Property Conveyed by the Successor Agency of the Brea Redevelopment Agency and the Acceptance of an Assignment of a Public Parking Easement by the Successor Agency pursuant to the Successor Agency's Long Range Property Management Plan and Taking Related Actions and Adopted **Resolution No SA 2016-08** Approving the Conveyance of a Property and Assignment of a Public Parking Easement to the City Pursuant to the Successor Agency's Long Range Property Management Plan and Taking Related Actions.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Hupp to Approve the Joint Consent Item with Successor Agency Item 29.

AYES: Mayor Marick, Mayor Pro Tem Hupp, Council Member Simonoff, Council Member Parker, Council Member Vargas

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

30. Outgoing Payment Log and July 29, 2016 Successor Agency Warrant Register

The City Council approved the Outgoing Payment Log and July 29, 2016 Successor Agency Warrant Register.

31. Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for Period Ending July 31, 2016

Received and Filed.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Approve the City/Successor Agency Consent Items 30-31.

AYES: Mayor Marick, Mayor Pro Tem Hupp, Council Member Simonoff, Council Member Parker, Council Member Vargas

Passed

ADMINISTRATIVE ANNOUNCEMENTS

32. City Manager

None.

33. City Attorney

None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Marick adjourned the meeting at 9:44 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 6th day of September 2016.

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 09/06/2016

SUBJECT: June 27, 2016 Parks, Recreation & Human Services Commission Meeting
Minutes - Receive and File

Attachments

06-27-2016 PRHS Meeting Minutes

PARKS, RECREATION AND HUMAN SERVICES COMMISSION
Minutes of the Meeting of June 27, 2016

CALL TO ORDER

The Regular Meeting of the Parks, Recreation & Human Services Commission was called to order by Chair McMillan at 6 p.m.

ROLL CALL

Chair, Bill McMillan; and Commissioners, Bill Higgins, and Steve Shatynski. Vice Chair, Andrew Todd and Commissioner, Connie Lanzisera were absent.

STAFF PRESENT

Chris Emeterio, Assistant City Manager/Community Services Director; Sean L. Matlock, Deputy Director/Community Services Manager; Carrie Hernandez, Community Services Manager; Cesar Pacheco, Community Services Supervisor; Amber Ahlo, Sr. Management Analyst; Chris Beckman, Parks Supervisor; and Lenore Sommers, Executive Assistant.

PLEDGE OF ALLEGIANCE

Chair McMillan

INVOCATION

Chair McMillan

INFORMATIONAL

Commissioner Shatynski reminded those present of the upcoming July 4th Country Fair encouraging all to attend.

Chair McMillan reported on a nonprofit group, kids around the world, which could be a benefactor of the playground equipment that is being replaced at Lagos de Moreno Park/Laurel Elementary School.

APPROVAL OF MINUTES

The Minutes of the Meeting of April 25, 2016, were approved as submitted.

MATTERS FROM THE AUDIENCE

None

SCHOOL DISTRICT REPRESENTATIVE

School District representative, Barbara Ott, reported that summer school for special ed students will begin on July 5 and that there is a great deal of construction at various school sites. She also mentioned that a Honda Helpful Acts of Kindness commercial is being filmed at Brea Olinda High School and the recipient and date of the commercial will be announced at a later date. In response to Chair McMillan's inquiry about user groups using the fields at Olinda, she reported that construction will begin at the site again and that the District does not want any long-term commitments.

CORRESPONDENCE

Commissioners reviewed the *Tell Us* cards included in their packets.

DISCUSSION

Update on Family Resource Center Rebranding

Community Services Manager Hernandez reminded Commissioners of the discussion held at their April 25 meeting regarding the rebranding of the Family Resource Center. Community Services Supervisor (Family Resource Center Supervisor) Pacheco again mentioned the changing demographics of those served by the Family Resource Center and the desire to not alienate anyone. He indicated that he met with staff, clients, ESL students, and counseling students and that the consensus was that the name, the Brea Resource Center, better represents the facility to the community and better reflects those they serve and hope to serve.

Mr. Pacheco discussed the steps in formally changing the name to the Brea Resource Center including adding the item to City Council's July 19 agenda as well as working with Communications & Marketing to develop a new logo. Commissioner Higgins indicated he already planned to be at the July 19 City Council meeting and would be happy to help deliver the message to City Council. Chair McMillan indicated that he is also available.

Community Services Budget Overview

Using a PowerPoint presentation, Deputy Director/Community Services Manager Matlock provided Commissioners with an overview of the FY 2016-17 Budget. He reviewed the budget process, as well as City-wide accomplishments, proposed 2016-17 general fund revenues and expenditures. Focusing on Community Services, Mr. Matlock discussed community and facility improvements including improvements to the Senior Center, Arovista Skate Park rehabilitation; Sports Park playground; Junior High parking lot, and Lagos de Moreno Park/Laurel Elementary School rehabilitation. He also addressed Community Services fee increases sharing how the increases were determined.

Also referring to the PowerPoint presentation, Senior Management Analyst Ahlo called Commissioners' attention to the budget assumptions as well as the 5-Year Projections.

Love Brea Event Recap

Informing Commissioners that more than 400 volunteers participated, Ms. Hernandez shared the video that was taken on the day of the *Love Brea* event. She advised that in other cities this is

generally a faith-based event, however, in Brea, with just two to three months to plan the event, Community Services partnered with the Police Department with the Family Resource Center taking on a great deal lot of the responsibility. She reported that more than \$10,000 was raised in sponsorships to help underwrite the cost of the service projects planned by each school in the District. In addition to service projects planned at each school, projects were also undertaken at the Senior Center as well as at several Art in Public Places sites.

The Tracks at Brea Update

Mr. Matlock provided an update on The Tracks at Brea. Beginning with Segment 3, Commissioners were advised that the opening of Segment 3 was very successful with different segments of the community attending the opening including seniors, families, and teens, indicating that the trail is well used. He also mentioned that funds have been secured for amenities including drinking fountains and fitness equipment. Addressing Segments 2 and 4, Commissioners were informed that plans are being finalized and Segment 2 will have drinking stations. He advised that because of its proximity to the freeway, Segment 4 is more challenging and that staff is working with Cal Trans. Staff is hopeful that construction can start on both sections at the same time. A punch list has been created for Segment 5 that runs through the golf course. In response to Chair McMillan's inquiry about Segment 6, he was advised that not much has happened, and it's probably another year out.

Chair McMillan also asked whether the Historical Society had been invited to get involved with the Tracks; to start thinking about photos similar to the markers and photos at the Olinda Trial. He also asked about starting a nonprofit 501.c.3 corporation, "Friends of the Tracks" to raise funds to "adopt" a trail or add amenities such as lights.

INFORMATION MEMORANDUM

In reviewing the Information Memorandum, Mr. Matlock directed Commissioners' attention to the Park Development Fund update that was included in the Information Memorandum including the table showing the fund's balance and anticipated deposits.

REPORTS

Park Stewardships

Commissioner Shatynski indicated he's available to join staff for a tour of Olinda Ranch Park on July 7. Commissioner Higgins indicated that he will remind Vice Chair Todd of the August 4 tour of Founders Park and if Mr. Todd is not available, Mr. Higgins will accompany staff.

Mr. Emeterio commented on the value of the Commissioners participating in the park stewardship program, indicating that if the scheduled times for the park tours do not meet their availability, staff will accommodate their schedule.

Art in Public Places Advisory Committee

Mr. McMillan indicated that the Art in Public Places Advisory Committee has not met. Ms. Hernandez reported that it is anticipated that an application will be submitted in August for the property located at 1295 E. Lambert.

Country Fair Steering Committee

Commissioners confirmed that they would staff an information booth at Country Fair reviewing their respective time slots. Mr. Shatynski encouraged Commissioners to stay beyond their shifts to see the Darden Sisters. Mr. McMillan asked whether street signs would be available for sale at Country Fair.

Staff

Updating Commissioners on parks and fields, Mr. Beckman reported that staff has been busy getting Arovista Park ready for the Family Films series and City Hall Park for Concerts in the Park. He indicated that Public Works staff is very involved with set up and clean up for the events. He also reported that fields 4 and 5 at the Sports Park will be closed until August for maintenance.

Ms. Hernandez shared Brea's Centennial logo; discussed "branding" for the Centennial; and updated Commissioners on plans for the upcoming Centennial Celebration in 2017. She reported that events will be occurring throughout the year including a February 18 parade and picnic as well as the opening of the Silent Film Poster exhibition in the Gallery; a Special City Council meeting on February 23 (Brea's actual 100th birthday); and a Gala Centennial dinner event sometime in October 2017. Commissioner Higgins, a member of the Centennial Steering Committee, added that service groups may be branding their annual events with the Centennial logo and also mentioned that the Committee is looking at a re-enactment of the 1924 Babe Ruth/Walter Johnson baseball game with guests including Randy Jones, Cy Young Award winner.

Mr. Matlock advised that the second set of plans for the Lagos de Moreno Park/Laurel Elementary School project are expected and that City staff is partnering with the school representatives.

He also reported that Phase I of Brea Envisions has been completed as well as the survey, some of the top priorities identified included community experience; fiscal responsibility; along with fields and facilities. It is anticipated that during Phase II, priorities will be ranked which will help staff determine areas to implement.

Mr. Emeterio advised Commissioners that summer programs have all started and encouraged them to advise staff if they would like to visit some of the sites so that tours can be arranged.

Prior to adjournment Chair McMillan reminded Commissioners that July is Parks Month and suggested Commissioners attend the July 19 City Council meeting. Commissioner Higgins advised that he will not be attending the August 22, 2016, Commission meeting.

ADJOURNMENT

With no further business, the meeting was adjourned at 7:40 p.m.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Acceptance of Contract with Steiny and Company, Inc. for Safe Routes to School Grant Improvements Federal Cycle 3 for Laurel Elementary School and Brea Middle School Federal Project No. SRTSL- 5237(031), The Tracks at Brea Traffic Signal Improvements, Project 7712

RECOMMENDATION

Accept Project as Complete and Authorize City Clerk to Record Notice of Completion

BACKGROUND/DISCUSSION

On June 16, 2015, City Council awarded a contract to Steiny and Company, Inc. (Steiny) in the amount of \$198,400 for the Tracks at Brea Traffic Signal Improvements Construction, Project 7712 (Project), and approved a \$29,760 construction contingency for a total approved construction budget of \$228,160.

The overall Tracks at Brea project will create a 50-acre dual-tread bicycle and separate pedestrian trail that will traverse the City from east to west for over 4 miles utilizing abandoned railroad rights of way, flood control channels, City property and easements. The trail is located within one mile from two Brea schools, creating the need for street crossings for children using the trail to travel to and from school. To fund these crossings, the City submitted an application and was awarded a Federal Safe Routes to School grant in the amount of \$273,600 (Design and Construction) through the Cycle 3 call for projects. This project utilized these grant monies to supplement the design and construction of two pedestrian/bicycle-activated traffic control devices along the trail route. These infrastructure improvements seek to improve the safety of students who walk and bike to school.

The first crossing signal is located at the intersection of Brea Boulevard and the trail route. At this location, the existing traffic signal immediately south of the trail route, adjacent to and serving Brea Fire Station No 2., was modified to include new pedestrian and bicycle activated push buttons, video detection, a striped crosswalk at the trail route, and signs directing users of the crosswalk. The second crossing signal is located at the intersection of State College Boulevard and the trail route. At this location, the existing signal just north of the trail route at Avocado Street was modified to include new pedestrian and bicycle activated push buttons, video detection, a striped crosswalk at the trail route, and signs directing users of the crosswalk.

Construction started on January 19, 2016 and was anticipated to be completed on March 2, 2016. However, due to some modifications in the field during construction, construction completion was extended to April 18, 2016. There were five change orders for this project in the

cumulative amount of \$14,266. These change orders included extra work to excavate and identify underground utilities, which were unknown at the time of plan preparation; relocation of a traffic signal pole due to the conflicting underground utilities; protection of previously completed trail work resulting in the installation of additional pull boxes and median island modifications; and resolution of traffic signal timing concerns resulting from the accelerated signal turn-on. The change order amount of \$14,266 is 7.2% of the original contract amount.

Steiny has completed the Project and fulfilled its obligations to the City per the subject Contract. The final Contract amount is \$212,666, which is within the approved construction budget.

FISCAL IMPACT/SUMMARY

The approved budget for this Project was \$304,000. The sources of funds are from Safe Routes to School (Federal) and Fund 220 (Gas Tax) in the amount of \$273,600 and \$30,400 respectively.

Below is a summary of cost for FY 2014/15 and FY 2015/16:

Description	Amount
Original Contract	\$198,400
Change Orders	\$14,266
Final Contract Amount	\$212,666
Design & Construction Engineering	\$88,054
Total Project Cost	\$300,720
Approved Project Budget	\$304,000
Project Estimated Funding Balance	\$3,280

The City Council awarded a contract to Steiny and Company, Inc. to install two (2) pedestrian signals on Brea Boulevard and State College for the new Tracks at Brea Trail. The final contract amount totaled \$212,666. The project is now complete and staff is recommending the City Council accept the project as complete, and authorize the City Clerk to record a Notice of Completion. There is no General Fund impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lew Gluesing, Traffic Engineer
Concurrence: Tony Olmos, Public Works Director

Attachments

Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **City of Brea**

Street
Address **1 Civic Center Circle**

City &
State **Brea, CA 92821**
Zip

Free recording requested per Govt' Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- 2. The full name of the undersigned is City of Brea (NAME)
- 3. The full address of the undersigned is 1 Civic Center Circle
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

- 4. The nature of the title or the undersigned is Owner-In-Fee
- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

- 6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

- 7. A work of improvement on the property hereinafter described was completed on April 18, 2016 (DATE). The name of the original contractor, if any, for the work of improvement was STEINY AND COMPANY, INC. (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was _____]

- 8. The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: SAFE ROUTES TO SCHOOL GRANT IMPROVEMENTS FEDERAL CYCLE 3 FOR LAUREL ELEMENTARY SCHOOL AND BREA MIDDLE SCHOOL FEDERAL PROJECT NO. SRTSL-5237 (031), THE TRACKS AT BREA TRAFFIC SIGNAL IMPROVEMENTS CIP PROJECT No. 7712

- 9. The street address of the said property is none (NUMBER AND STREET, OR, IF THERE IS NO OFFICIAL STREET ADDRESS, INSERT THE WORD "none".)

Dated: August 22, 2016

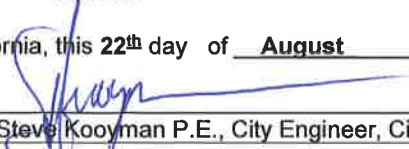
 (SIGNATURE)
Steve Kooyman P.E., City Engineer, City of Brea (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this 22th day of August, 2016

 (SIGNATURE)
Steve Kooyman P.E., City Engineer, City of Brea

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Acceptance of Contract with Pro Tech Engineering Corporation for The Traffic Control Technology Improvement Program (Phase 2), Project 7711, and Appropriate Additional Funds

RECOMMENDATION

1. Accept project as complete and authorize City Clerk to record Notice of Completion.
2. Adopt Resolution to appropriate additional funds.

BACKGROUND/DISCUSSION

On April 7, 2015, the City Council awarded a Contract to Pro Tech Engineering Corporation (Pro Tech) in the amount of \$235,557.50 for the Traffic Control Technology Improvement Program (Phase 2), Project 7711 (Project), and approved a \$35,333 construction contingency for a total construction budget of \$270,890.50. Pro Tech's bid amount was \$79,323.50 less than the second low bidder for the Project.

The Project installed traffic monitoring cameras at the intersections of Brea Boulevard and Birch Street and Brea Boulevard and Lambert Road. The Project also installed fiber optic cable for traffic signal interconnect and communications along Brea Boulevard from Fir Street to Lambert Road; Elm Street from Brea Boulevard to the Senior Center; Walnut Avenue from Elm Street to the Brea Plunge; Lambert Road from Brea Boulevard to Berry Street and from Pointe Drive to Sunflower Street; and Berry Street from Lambert Road to the City Yard/Fire Station 1. Finally, a fiber optic cable connection was also provided to Fire Station 3.

Pro Tech has finally completed the Project and has fulfilled its obligation to the City per the subject Contract. Contract Change Orders issued on the Project totaled \$28,991.85, which was within the Project budget contingency amount. However, once the Project was considered complete, certain bid item final quantities reflected an increase of \$43,084.50 to the Contract amount which resulted in a total Contract increase of \$72,076.35. Therefore, the final Contract amount, inclusive of the Contract Change Orders, totals \$307,633.85. The significant Contract Change Orders and final bid item quantity increases are as follows:

1. Standby time for unmarked street light conduit hit by Contractor and re-installation of new conduit for the aforementioned street light.
2. Additional fusion splicing of three (3) new 72 fiber optic cable to existing fiber optic cable in order to complete connection of the Plunge, the Senior Center, The City Yard/Fire Station 1, and Fire Station 3 to the City's Traffic Management Center.
3. Significant increase in bid quantity for the installation of the new two-inch PVC conduit. Originally, the existing conduits would be utilized to pull the fiber optic where applicable. It

was discovered that some of these galvanized rigid conduits are now corroded. Therefore, it was necessary to replace it with a new PVC conduit.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 30, 2016 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The City Council awarded a Contract to Pro Tech to install traffic monitoring cameras, fiber optic cable for traffic signal interconnect and communications to various City facilities in the amount of \$235,557.50. The final Contract amount, including Contract Change Orders, is \$307,633.85.

The Project is now complete and staff is recommending the City Council accept the Project as complete, and authorize the City Clerk to record a Notice of Completion.

The amount budgeted for this Project is \$378,301 with funding coming from Traffic Impact Fees (Fund 540) and Fixed Asset Replacement Program (Fund 182) in the amount of \$341,389 and \$36,912 respectively. The following is a breakdown of total Project costs for FY 2014-15 and FY 2015-16:

Description	Fund 540	Fund 182**	Total
Design*:	\$34,756	\$7,805	\$42,561
Construction:			
Construction Contract	\$286,267	\$21,367	\$307,634
Construction Engineering	\$73,690	\$3,289	\$76,979
Street light repair - by separate contract	\$6,676		\$6,676
Conduit Install Senior Center & Plunge-by separate contract		\$4,451	\$4,451
Total (Construction)	\$366,633	\$29,107	395,740
Total Projected Project Cost	\$401,389	\$36,912	\$438,301
Approved Budget	\$341,389	\$36,912	\$378,301
Estimated Shortfall	\$60,000	\$0	\$60,000

** Additional \$14,850 was spent for design in FY 13-14*

***The funding from Fund 182 was programmed for IT Division signal communication upgrades and included within this CIP Project.*

Based on the increased costs to Construction, staff is requesting additional funding be appropriated to the Project by Resolution in the amount of \$60,000 from Fund 540 to cover the shortfall in funding (see attached Resolution). Currently, the available fund balance within the Traffic Impact Fee Fund (Fund 540) is approximately \$2.9 M, therefore there are sufficient available funds. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Raul Y. Lising, P.E., Assistant City Engineer

Concurrence: Steve Kooyman, P.E. City Engineer

Attachments

Notice of Completion

Resolution 2016-061

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **City of Brea**

Street
Address **1 Civic Center Circle**

City &
State **Brea, CA 92821**
Zip

Free recording requested per Govt' Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

- The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Brea (NAME)
- The full address of the undersigned is 1 Civic Center Circle
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

- The nature of the title or the undersigned is Owner-In-Fee
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

- The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

- A work of improvement on the property hereinafter described was completed on August 4, 2016 (DATE). The name of the original contractor, if any, for the work of improvement was Pro Tech Engineering, Corp. (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was _____]

- The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: TRAFFIC CONTROL TECHNOLOGY IMPROVEMENT PROGRAM (PHASE2) CIP PROJECT No. 7711

- The street address of the said property is none (NUMBER AND STREET, OR, IF THERE IS NO OFFICIAL STREET ADDRESS, INSERT THE WORD "none".)

Dated: August 22, 2016

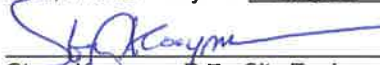
 (SIGNATURE)
Steve Kooyman P.E., City Engineer, City of Brea (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this 22nd day of August, 2016

 (SIGNATURE)
Steve Kooyman P.E., City Engineer, City of Brea

RESOLUTION NO. 2016-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2015-16 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE TRAFFIC IMPACT FEES FUND (540) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7711, TRAFFIC CONTROL TECHNOLOGY IMPROVEMENT PROGRAM (PHASE 2)

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Traffic Impact Fees Fund (540), to the Capital Improvement Program Fund (510), for Project 7711 for the fiscal year 2015-16.

(ii) The Capital Improvement Program Budget, Resolution No. 2015-041, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2015-041, as heretofore amended, be further amended to:

1. Increase funding from the Traffic Impact Fees Fund (540) to the Capital Improvement Program Fund (510) for Project 7711, Traffic Control Technology Improvement Program (Phase 2), by \$60,000; and

2. Appropriate an additional \$60,000 to the Capital Improvement Program Fund (510) for Project 7711, Traffic Control Technology Improvement Program (Phase 2).

APPROVED AND ADOPTED this 6th day of September, 2016.

Christine, Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 6th day of September, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: September 6, 2016

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Bids and Contract with R Dependable Construction Inc. for Police Department Remodel CIP Project No. 7930

RECOMMENDATION

1. Receive bids and reject lowest bid proposal from A-One Design Co. in the amount of \$388,900, then;
2. Award contract to the second lowest responsible bidder, R Dependable Construction, Inc. in the amount of \$420,300; and
3. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Police Department (PD) locker facility was originally built as part of the construction of the City Hall building in 1980. Growth of personnel in PD over the years and the modern equipment utilized by the Police Officers has made a reconfiguration of the existing locker facility necessary. PD conducted site visits of more than a dozen newly constructed remodeled police locker facilities to gather appropriate design criteria to accommodate current and future needs for the PD.

The Police Department Remodel Project, CIP Project No. 7930 (Project) is broken down into two main components. The first component (Locker Room Reconstruction) is the reconfiguration of the existing locker room, including the restrooms, which include demolition and reconstruction of existing walls (i.e. removal of current jail sobering cell/jail wall to allow expansion of locker area); plumbing and electrical upgrades; and modernizing the common hallways and storage on P2 level. The second component is the purchase and installation of lockers by separate contract through sole source procurement via GSA approved vendor. Separating the procurement of lockers using GSA eliminates additional mark-up costs and guarantees competitive pricing while achieving product requirements.

On June 21, 2016, the City Council approved the plans and specifications and authorized advertising for bids of the Project. On July 28, 2016, Brea staff proceeded with the bid process and accepted a total of eight (8) bids. The apparent low bid was \$388,900 from A-One Design Co. (A-One) from Santa Ana, California. After a thorough review of A-One's bid proposal by staff and City Attorney, it was concluded that their bid was considered non-responsive. This is based on failure of A-One to list a "fire protection subcontractor" on the subcontractor list necessary to perform part of the work required by the bid documents. Additionally, the percentages of work listed in the bid for each subcontractor established that A-One would not be self-performing at

least 50 percent of the work as required by the bid documents. Therefore, staff recommends rejecting A-One's bid and awarding the Construction Contract to the second lowest bidder, R Dependable Construction, Inc. of San Bernardino, California. R Dependable Construction, Inc.'s bid was \$420,300. Below are the results of the eight (8) bids received:

1. A-One Design Co.	\$388,900.00 (Bid Non- Responsive)
2. R Dependable Construction, Inc.	\$420,300.00 (2nd Lowest Responsive Bid)
3. Pacific Builder	\$450,000.00
4. Astra Builders	\$456,357.00
5. Archico Design-Build	\$480,000.00
6. CalTec Corporation	\$554,000.00
7. Kazoni, Inc.	\$643,673.00
8. MZN Construction, Inc.	\$810,187.60
Engineer's Estimate	\$350,000.00

R Dependable Construction, Inc. has been in the construction business for 7 years and has completed construction of ADA upgrades at the Chapman library in the City of Garden Grove, a fire station remodel in the City of Rialto and a restroom renovation for the City of Chino. Their license has been verified by staff and their bid package met the City requirements. In addition, staff contacted the Cities of Garden Grove, Rialto and Chino, where the contractor received favorable reviews.

If approved, the Project is anticipated to start in early October 2016 and will be completed in February 2017. During construction, PD will temporarily relocate some of the lockers and utilize one of the conference rooms located on level two of the Civic Center.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 30, 2016, meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The Project will renovate and update the existing Police Department facility to provide adequate and necessary equipment storage, make the electrical supply compatible to the current police equipment, fix all plumbing and pest issues, provide lockers for the police dispatchers and be compliant with the current Americans with Disabilities Act (ADA). On July 28, 2016, staff received eight (8) bids. The apparent low bidder (A-One Design Co.) was deemed non-responsive. Staff has determined the second lowest bidder (R Dependable Construction, Inc.) to be responsive with a low bid amount of \$420,300, as depicted in page C-3 of their proposal (see Attachment "A" for Proposal). Therefore, staff recommends City Council reject A-One Design Co.'s bid as non-responsive and award a Construction Contract to R Dependable Construction, Inc. in the amount of \$420,300. Additionally, staff is requesting City Council authorize the City Engineer to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Construction Contract price.

The total approved budget for FY 2016-17 for the Police Department Remodel, CIP Project No. 7930, is \$800,000. The sources of funds are from the Fixed Asset Replacement Program (FARP) Fund 182. There is no General Fund (Fund 110) impact. The following table reflect

the Project expenditure/budget summary:

<u>Pre-Construction</u>	<u>Total</u>
Architect Cost*	\$ 12,155
Materials (Lockers)	\$216,125
	\$228,280
<u>Construction</u>	<u>Total</u>
Construction Contract (R Dependable Construction, Inc.)	\$420,300
Contingencies (10%)	\$ 42,030
Subtotal	\$462,330
Construction Engineering (10%)	\$ 46,233
Total Construction Cost	\$508,563
Total Estimated Project Expenditures	\$736,843
Approved Budget	\$800,000
Remaining Fund Balance	\$ 63,157

**Additional Architect's cost of \$24,900 was previously charged the Building Maintenance budget.*

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Raul Lising, Assistant City Engineer
Concurrence: Tony Olmos, Public Works Director

Attachments

Attachment

SECTION C

PROPOSAL

for the

POLICE DEPARTMENT REMODEL

CIP PROJECT No. 7930

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 60 working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find BIDDERS BOND in the amount of \$ 10% which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	7/14/2016	Rosemary Padilla


**BID FORM
POLICE DEPARTMENT REMODEL
CIP PROJECT 7930**

Bidder: R DEPENDABLE CONST INC

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Police Department Remodel	1 LS	Lump Sum	420,300.00

Total: Bid in Figures: \$ 420,300.00
Total: Bid in Words: FOUR HUNDRED TWENTY THOUSAND THREE HUNDRED DOLLARS 00/100

1. Bidder declares that he or she has read and understands Item No. 11 of Instructions to Bidders.

 (Bidder Initial)

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

ROSEMARY PADILLA, being first duly sworn, deposes and says that he or she is PRESIDENT of R DEPENDABLE the party making the foregoing bid that the bid is not made in the interest of, or on the 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, or 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 fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

ROSEMARY PADILLA

Name of Bidder

Rosemary Padilla

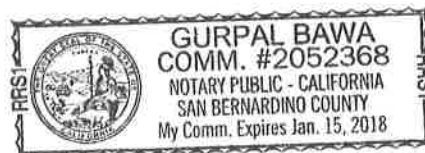
Signature of Bidder

1019 W 3RD ST SUITE B

SAN BERNARDINO, CA 92410

Address of Bidder

Subscribed and sworn to before me this 21st day of July, 2016.



NOTARY PUBLIC

Gurpal Bawa

NOTARY SEAL

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **POLICE DEPARTMENT REMODEL CIP PROJECT No. 7930**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

R DEPENDABLE CONST INC

Contractor


By

PRESIDENT

Title

Date: 7/28/2016

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

R DEPENDABLE CONST INC

Contractor

Rosemaria Podillo
By

PRESIDENT

Title

Date: 7/28/2016

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

R DEPENDABLE CONST INC
Bidder Name

1019 W 3RD ST SUITE B
Business Address

SAN BERNARDINO, CA 92410
City, State Zip

(909) 381-2310
Telephone Number

marco@rdpconstinc.com
Email Address

944088 CLASS "B"
State Contractor's License No. and Class

1000002054
DIR Registration Number

SEPT 2009
Original Date Issued (Contractor's State License)

3/31/2018
Expiration Date

The work site was inspected by JOHNNY RUIZ of our office on 7/7/2016, 20 .

The following are persons, firms, and corporations having a principal interest in this proposal:

<u>ROSEMARY PADILLA - PRESIDENT</u>	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

Yes No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
R Dependable Construction, Inc.

as PRINCIPAL, and

Allegheny Casualty Company

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent Amount of Bid (10%). THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Police Department Remodel"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on July 28, 2016 .

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of July, 2016 .

R Dependable Construction, Inc.
Principal
By: Rosemary Padilla
Rosemary Padilla, President

Allegheny Casualty Company
Surety
By: Timothy C. Baker
Timothy C. Baker, Attorney-in-Fact

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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.

ACKNOWLEDGMENT

State of California
County of _____

}
}
}
Attached

On _____ before me, _____

(insert name and title of the officer)

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 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.

Signature _____ (Seal)
Signature of Notary Public

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MELODY L. SPAUR, TIMOTHY C. BAKER, KAREN A. EBY

Murrieta, CA.

this true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of their following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

21st day of July 2016

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On 2 July 2016 before me, K.A. Eby, Notary Public
(Here insert name and title of the officer)

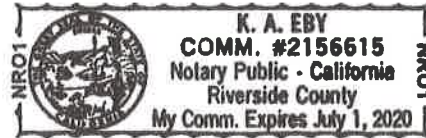
personally appeared Timothy C. Baker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Reliable / Bid Bond
(Title or description of attached document)

7/28/16
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.



City of Brea

POLICE DEPARTMENT REMODEL

PROJECT NO. 7930

ADDENDUM NUMBER 01

July 14, 2016

Notice To All Bidders:

Please note the following **changes/revisions** have been made to the bid documents for the **Police Department Remodel Project 7930**:

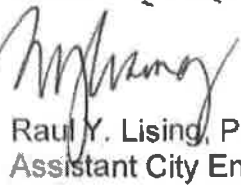
1. Project Plans

- a) The attached revised sheets A203, A506 and A707 are being issued to replace the corresponding original plan sheets. The forms cabinet in the corridor was revised.

This Addendum does not significantly change the Engineer's Estimate or change the bid date.

If you have any questions or need additional information, please contact the undersigned at (714) 671-4450.

PUBLICWORKS DEPARTMENT



Raul Y. Lising, P.E.
Assistant City Engineer

c: Steve Kooyman, P.E., City Engineer

Lillian Harris-Neal, City Clerk

Attachment: Revised Construction Sheets A203, A506 and A707.

This notice is to acknowledge receipt and review of Addendum Number 01, dated above. It is understood that this document shall be incorporated in the contractor's bid. **Please note: The bidder shall also signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council Christine Marick Cecilia Hupp Glenn Parker Marty Simonoff Steven Vargas
 Mayor Mayor Pro Tem Council Member Council Member Council Member

Civic & Cultural Center • 1 Civic Center Circle • Brea, California 92821-5732 • 714/990-7600 • FAX 714/990-2258 • www.cityofbrca.net

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Award Contract to Superior Pavement Markings, Inc., for Traffic Striping and Pavement Markings throughout the City of Brea.

RECOMMENDATION

Award annual Pavement Striping Maintenance Contract to Superior Pavement Markings, Inc. for the marking and striping of streets throughout the City of Brea for a one year period with the opportunity to renew the contract annually for four years.

BACKGROUND/DISCUSSION

Staff prepared a Request for Proposal and posted the information on the CIPList.com website in July for contractors to view and download project information. Due to the specialized nature of this type of service, the Public Works Department relies upon contract support. The City of Brea has over 3,000 street legends, a variety of pavement markings, and 114 lane miles that require repainting for increased visibility and traffic safety. The Street Division budgets \$90,000 annually for these services.

Three contractors responded to the Request for Proposals on August 11, 2016. The proposals were reviewed by staff to determine their capabilities of furnishing the employees and equipment necessary to perform the work at a competitive price and meet the City of Brea's requirements for high quality work and responsiveness to production goals. After review of the proposals and pricing, staff ranked the bidders as follows:

1. Superior Pavement Markings, Inc.	\$94,240
2. J&S Striping Company, Inc.	\$103,955
3. PCI	\$158,296

Staff found Superior Pavement Markings, Inc. pricing was the most cost effective for the needs of the City and their references with other agencies to be outstanding. The review process showed all three contractors as being capable of performing this service, with Superior Pavement Markings, Inc. scoring better than J&S Striping and PCI in background and pricing.

The annual amount allotted for this service is \$90,000 and the cost for this contract shall not exceed \$90,000 throughout the term of the contract. This amount is sufficient to meet the painting and street marking needs for the City annually.

For these reasons, staff recommends awarding the annual Pavement Striping Maintenance Contract to Superior Pavement Markings, Inc. for maintenance of painting of pavement legends, striping, and markings of identified locations throughout the City.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 30, 2016 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

Staff solicited proposals for a traffic striping contractor and three bidders responded. Following review of the submitted proposals and price comparisons, staff recommends awarding the contract to Superior Pavement Markings, Inc. This is to be a one-year contract with provisions for renewal for up to four additional one-year periods. This recommendation is based on the ability demonstrated by Superior Pavement Markings, Inc. to meet all Public Works requirements including pricing, responsiveness, and overall stability of the company. The Public Works Street Division budgets \$90,000 per year in the General Fund Professional Services account (110-51-5121-4249) for this work. No additional appropriation is needed.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Will Wenz, Maintenance Superintendent
Concurrence: Tony Olmos, Public Works Director

Attachments

Superior Pavement Agreement

AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between SUPERIOR PAVEMENT MARKINGS, Inc. hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to a Request For Proposals, a proposal was received, Reviewed by Committee, and declared on the date specified in said requests; and

WHEREAS, City did accept the bid of Contractor
and;

WHEREAS, City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the performance of

Traffic Striping & Pavement Marking Throughout City of Brea.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of
Traffic Striping & Pavement Marking Throughout City of Brea.

Said work to be performed in accordance with general provisions, specifications and standards on file in the office of the Director of Maintenance Services and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Maintenance Services for a period commencing

September 10, 2016 – August 31, 2017.

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 14 hereof.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:
The aforesaid general provisions, specifications and standards are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall

be performed by the Contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. TERMS OF CONTRACT:

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by City after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the Contractor shall furnish to the Director of Maintenance Services a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement – – or – – ;

(2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Owner's and Contractor's Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$1,000,000 (One Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A-VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one (1) year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Brea, Number One Civic Center Circle, Brea, California, and are

available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

9. CONTRACTOR'S LIABILITY: The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

The Contractor will indemnify City against and will hold and save City harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons

or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The Contractor will promptly pay any judgment rendered against the Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and the Contractor agrees to save and hold the City harmless therefrom.
- c. In the event City is made a party to any action or proceeding filed or prosecuted against the Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraphs 15 and 16 hereof.

12. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the

addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:

John M. Lucas
Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, CA 90630

CITY:

Will Wenz, Maintenance Superintendent
City of Brea
545 N Berry Street
Brea, CA 92821

13. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Maintenance Services, upon execution of this Agreement, the name of the individual employed by Contractor designated as the Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

14. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by Multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

15. TERMINATION OR ABANDONMENT: This agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least sixty (60) days prior to the termination date specified in said notice. Contractor may terminate this agreement only for cause.

16. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

17. CONTRACT PRICE AND PAYMENT: City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with the Contractor's proposal dated August 11, 2016. The initial annual contract will be a not-to-exceed amount of \$90,000.

18. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

State of California
Contractor's License No. 776306

Date: 8/22/16

By: 
Title Corporate Secretary

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____

Contractor's Business Phone: (714) 995-9100

Emergency Phone at which Contractor can be reached
at any time: (951) 545-6279

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 09/06/2016
SUBJECT: **Conflict of Interest Code Amendments**

RECOMMENDATION

Direct the City Clerk to propose amendments to the Conflict of Interest Codes for employees and boards for Council consideration by December 20, 2016.

BACKGROUND/DISCUSSION

Brea first established its own Conflict of Interest (COI) Code for designated City personnel in 1977. The COI Code designates positions which make or participate in City government decisions which may foreseeably have a material effect on any financial interest. In 1980, the City established a new COI Code which incorporated by reference the standard model of the Fair Political Practices Commission (FPPC). This minimized the actions required to keep codes in conformance with the Political Reform Act. Now, any FPPC update to the Code automatically becomes the law of the City of Brea.

The Political Reform Act states that every agency shall amend its Conflict of Interest Code when necessitated by a change in circumstances, including the creation of new positions which require designation and relevant changes to the duties assigned to existing positions. The City Council last amended the Designated Employee List in 2014. Pursuant to Section 87306.5 of the Government Code, the City Council on June 21, 2016, directed the City Clerk to review the Conflict of Interest Codes for employees and commission members.

By October 3, 2016, the City Council must determine that no amendments to the Code are necessary or order that required revisions be submitted for adoption within 90 days. The City Clerk, in conjunction with the City Attorney, has determined that revisions are required to the Conflict of Interest Codes for employees to reflect new and deleted positions, reclassifications and to add the Art in Public Places Advisory Committee; Investment Advisory Committee; Parks, Recreation and Human Services Commission; and the Traffic Committee. The City Clerk will also remove all authorities or committees in the current conflict of interest code consisting solely of City Council members, which does not need to be designated.

FISCAL IMPACT/SUMMARY

The review will be conducted by the City Clerk's office. No General Fund impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 09/06/2016

**SUBJECT: Restated and Revised Agreement Guaranteeing Shea Tonner Hills, LLC's
Completion of Art in Public Places Obligations**

RECOMMENDATION

Approve Restated and Revised Agreement with Shea Tonner Hills, LLC to establish new terms under which the Art in Public Places (APP) obligations will be completed in the Blackstone community.

BACKGROUND/DISCUSSION

The Blackstone community is being built by Shea Tonner Hills, LLC (Master Developer) and Cal Atlantic on land that is currently in the County of Orange's jurisdiction, with plans for the land to be annexed to the City of Brea once the project has been completed. In conjunction with building new homes, Shea Tonner Hills, LLC and Cal Atlantic have also been working diligently toward completion of their APP obligations, which include a minimum art allocation of \$1,125,000 in public sculpture, in accordance with the City's APP Policies. In January 2015, the APP Advisory Committee reviewed and approved a concept by renowned southern California artist Marlo Bartels which includes eight prominent sculpture sites along Santa Fe Road.

In October 2014, the City, County and Master Developer entered into a Letter Agreement which set forth Master Developer's APP obligations, including a timeline for satisfaction and completion of those obligations. In April 2015, Master Developer successfully met the 50% completion mark for those obligations. At this time, the City and Master Developer wish to enter into a Restated and Revised Agreement to establish new terms under which Master Developer's APP obligations will be considered complete.

Master Developer has been a great partner to the City and staff remains very satisfied with their commitment to their APP obligation, while understanding that fabricating and installing public art on this scale can be accompanied by certain challenges which may affect previously agreed upon timelines. Therefore, staff recommends Council approve the presented agreement allowing for a deferral on Master Developer's completion date. In exchange for this deferral, Master Developer has agreed to 1) provide a new faithful performance bond, or amendment to the existing performance bond, in the amount of \$1,125,000 which will be maintained until completion and full satisfaction of APP obligations; 2) completely meet all APP obligations on or before January 31, 2017; and 3) make a monetary contribution to the City of Brea's Public Art Fund in the amount of \$50,000, upon this agreement being signed into effect.

FISCAL IMPACT/SUMMARY

Approving this agreement will result in the City of Brea receiving a monetary contribution in the amount of \$50,000 to Brea's Public Art Fund from Shea Tonner Hills, LLC to aid in elevating the City's Art in Public Places Program, as solely determined by the City.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Carrie Hernandez, Community Services Manager

Concurrence: Chris Emeterio, Assistant City Manager/Community Services Director

Attachments

Shea Agreement

**RESTATED AND REVISED AGREEMENT GUARANTEEING
DEVELOPER'S COMPLETION OF ART IN PUBLIC PLACES OBLIGATIONS**

This agreement ("Agreement") is entered into as of the _____ day of September, 2016, by and between the City of Brea, a municipal corporation, organized and existing under the laws of the State of California ("City") and Shea Tonner Hills, LLC, a Delaware limited liability company ("Master Developer").

A. Recitals.

(i) On October 1, 2014, the City, Master Developer and the County of Orange ("County") entered that certain letter agreement which set forth Master Developer's Art in Public Places ("APP") obligations, including a timeline for satisfaction and completion of those obligations ("Letter Agreement"). Those obligations include, but are not limited to, installation of all of the approved art pieces. In April, 2015, Master Developer successfully met the 50% completion mark for those obligations, as described in the Letter Agreement; and

(ii) City and Master Developer desire to partially restate and revise the terms of the Letter Agreement, as between the City and Master Developer, and establish new terms under which Master Developer's APP obligations will be considered satisfied and completed; and

(iii) It is the City's intent to work with the County to monitor and inspect the Master Developer's compliance with its APP obligations and perform various, municipal functions relating to those APP obligations; and

(iv) It is the City's further intent to advise the County that the Master Developer has entered into this Agreement with the City which restates and revises Master Developer's obligations as between Master Developer and the City concerning compliance with the City's APP requirements, and to advise the County when the Master Developer has satisfied its APP obligations, or has provided acceptable security guaranteeing completion of those obligations, sufficient for the County to release and issue any remaining certificates of occupancy for the Master Project, as referenced in the Letter Agreement.

B. Agreement.

NOW, WHEREFORE, the parties hereto agree as follows:

1. As Master Developer continues to work towards completion and satisfaction of its APP obligations, and within thirty (30) days of the effective date of this Agreement, Master Developer will provide a new faithful performance bond, or rider to the existing performance bond satisfactory to the City, that references this Agreement, acknowledges the cost of providing the APP improvements in the amount of \$1,125,000, and guarantees completion and satisfaction of Master Developer's APP obligations. The new performance bond, or existing bond with acceptable form of rider, shall be maintained until completion and full satisfaction of Master Developer's APP obligations, including installation of all required artwork, is confirmed in writing by the City's Community Services Director.

2. Notwithstanding the date for completion and satisfaction of the APP obligations stated in the Letter Agreement, completion and satisfaction of all of the APP obligations shall occur on or before January 31, 2017.
3. In consideration of the original APP completion date being deferred as provided herein, Master Developer agrees to make a monetary contribution in the cash amount of \$50,000 to the City's Art Fund, to be used to fund the City's Art in Public Places Program, as solely determined by the City. This monetary contribution shall be provided no later than September 30, 2016.
4. Master Developer understands and agrees that this Agreement is not binding on the County, and that it imposes no additional obligations on the County than existed prior to the effective date of this Agreement.
5. To the maximum extent permitted by law, Master Developer agrees to defend, indemnify, and hold the County, City, and County and City's elected officials, officers, agents, volunteers, and employees harmless with respect to any and all claims and liabilities arising out of or incurred in connection with: (i) City and/or Master Developer entering into this Agreement; and/or (ii) deferral of the APP completion date established herein; and/or (iii) the acts or omissions of Master Developer in the performance of obligations imposed by this Agreement.
6. To the extent not revised by, or in conflict or inconsistent with the terms and conditions of this Agreement, all terms and conditions set forth in the Letter Agreement are hereby incorporated by reference and remain binding on the Master Developer.
7. The terms and conditions set forth herein are intended to, and shall bind all successors in interest, heirs and assigns of the Master Developer.
8. This Agreement, together with all other documents referenced and incorporated herein, set forth the entire understanding of the parties hereto with respect to Master Developer's APP obligations. No promise or representation not set forth herein shall be binding on the parties.
9. This Agreement shall be governed by the laws of the State of California. Venue for any legal action shall be the Superior Court of the County of Orange, California.
10. The persons executing this Agreement represent that they are fully authorized to represent the parties on whose behalf they execute this Agreement.

By signing below, Shea Tonner Hills, LLC and the City of Brea each agree to be bound by the terms of this Agreement.

CITY OF BREA,
a municipal corporation

By: _____
Name: Christine Marick
Title: Mayor, City of Brea

Attest: _____
Name: Lillian Harris-Neal
Title: City Clerk, City of Brea

SHEA TONNER HILLS, LLC
a Delaware limited liability company

SHEA TONNER HILLS, LLC,
a Delaware limited liability company,

By: Shea Homes Limited Partnership,
a California limited partnership
its Sole Member and Manager

By: J.F. Shea, L.P.,
a Delaware limited partnership,
Its General Partner

By: JFS Management, L.P.,
a Delaware limited partnership,
Its General Partner

By: J.F. Shea Construction Management, Inc.,
a California corporation,
Its General Partner

By:  _____

Title: **John C. Danvers**
Assistant Secretary _____

By:  _____

Title: **Michael Ciuri**
Assistant Secretary _____

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 09/06/2016

SUBJECT: August 19 & 26 and September 2, 2016 City Check Registers - Approve

Attachments

081916 CC Check Register

082616 CC Check Register

090216 CC Check Register

City Check Register for: Aug 19, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172762	MA ANDERSON	08/19/2016	26346	110000000	REFUND-PARKING FINE	\$21.00
MA ANDERSON					Total Check Amount:	\$21.00
172763	ARTSCENE	08/19/2016	5572	110404541	ARTSCENE LISTING 1617	\$525.00
ARTSCENE					Total Check Amount:	\$525.00
172764	NANCY CHIU	08/19/2016	26344	110404541	CONSIGNMENT SALES	\$22.16
NANCY CHIU					Total Check Amount:	\$22.16
172765	CHRISTINE CHUNG	08/19/2016	26348	110	REG'N REF:YUJIN CHUNG	\$55.00
CHRISTINE CHUNG					Total Check Amount:	\$55.00
172766	CORELOGIC	08/19/2016	25542	280323215	REAL EST LISTNG JUL16	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
172767	KRYSTAL COSTELLO	08/19/2016	26349	110	REG'N REF:LANDON GRAY	\$150.00
KRYSTAL COSTELLO					Total Check Amount:	\$150.00
172768	GREGORY CRAYCRAFT	08/19/2016	24234	110404544	BREAFEST:THE REFLEXX	\$1,500.00
GREGORY CRAYCRAFT					Total Check Amount:	\$1,500.00
172769	CROWN FIVE, LLC	08/19/2016	25723	110404544	BREAFEST:K. RAE BAND	\$2,000.00
CROWN FIVE, LLC					Total Check Amount:	\$2,000.00
172770	CSULB FOUNDATION	08/19/2016	10182	110212111	BRIOSO:MH DECSION MKG	\$146.00
		08/19/2016	10182	110212111	HADDAD:MH DECISN MKG	\$146.00
		08/19/2016	10182	110212111	MAYO:MH DECISION MKG	\$146.00
CSULB FOUNDATION					Total Check Amount:	\$438.00
172771	CSULB FOUNDATION	08/19/2016	10182	110212111	COVER:MH DECISION MKG	\$146.00
		08/19/2016	10182	110212111	ZEEB:MH DECISION MKG	\$146.00
CSULB FOUNDATION					Total Check Amount:	\$292.00
172772	ELAINE DOVE	08/19/2016	26345	110000000	REFUND-CANCLLD WRKSHP	\$80.00
ELAINE DOVE					Total Check Amount:	\$80.00
172773	EDISON CO	08/19/2016	3343	110515121	ELECTRICITY JUL-AUG16	\$12,378.34
		08/19/2016	3343	341515112	ELECTRICITY JUL-AUG16	\$179.29
		08/19/2016	3343	343515112	ELECTRICITY JUL-AUG16	\$104.89
		08/19/2016	3343	345515112	ELECTRICITY JUL-AUG16	\$103.27
		08/19/2016	3343	346515112	ELECTRICITY JUL-AUG16	\$348.89
		08/19/2016	3343	420515131	ELECTRICITY JUL-AUG16	\$23,395.21
		08/19/2016	3343	430515123	ELECTRICITY JUL-AUG16	\$32.10
		08/19/2016	3343	490515151	ELECTRICITY JUL-AUG16	\$28,881.59
		08/19/2016	3343	510707285	ELECTRICITY JUL-AUG16	\$54.38
		08/19/2016	3343	880515113	ELECTRICITY JUL-AUG16	\$26.31
EDISON CO					Total Check Amount:	\$65,504.27
172774	EDUTAINMENT ARTS	08/19/2016	20873	110404214	EDUCAMPS SUMMER 2016	\$2,681.25
EDUTAINMENT ARTS					Total Check Amount:	\$2,681.25
172775	FIRE SERVICE SPECIFICATION &	08/19/2016	14203	110222221	SVC ON RESCUE TOOLS	\$2,283.92

City Check Register for: Aug 19, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SUPPLY						
					FIRE SERVICE SPECIFICATION & SUPPLY	Total Check Amount: \$2,283.92
172776	G & G TROPHY CO.	08/19/2016	1709	110404223	YOUTH BSBALL TROPHIES	\$583.20
		08/19/2016	1709	110404424	MINI SOCCER TROPHIES	\$864.00
					G & G TROPHY CO.	Total Check Amount: \$1,447.20
172777	TERESA S GALLO	08/19/2016	24583	110404541	CONSIGNMENT SALES	\$31.50
					TERESA S GALLO	Total Check Amount: \$31.50
172778	HAY'S UNIFORMS CLOTHING & SUPPLY	08/19/2016	25728	110222221	FIRE UNIFORMS	\$837.18
					HAY'S UNIFORMS CLOTHING & SUPPLY	Total Check Amount: \$837.18
172779	GRAEME HINDE	08/19/2016	26353	110404544	BREAFEST:LIVE KARAOKE	\$1,250.00
					GRAEME HINDE	Total Check Amount: \$1,250.00
172780	BYUNG SOO KANG	08/19/2016	26350	110	REG'N REF:AIDEN KANG	\$55.00
		08/19/2016	26350	110	REG'N REF:SEAN KANG	\$110.00
					BYUNG SOO KANG	Total Check Amount: \$165.00
172781	CHARLES KEELING	08/19/2016	4274	110404541	CONSIGNMENT SALES	\$80.01
					CHARLES KEELING	Total Check Amount: \$80.01
172782	LANGUAGE LINE SERVICES	08/19/2016	19704	110212133	9020101155 JUL 2016	\$31.02
					LANGUAGE LINE SERVICES	Total Check Amount: \$31.02
172783	LIFE-ASSIST, INC.	08/19/2016	10530	110222222	PARAMEDIC SUPPLIES	\$1,940.41
					LIFE-ASSIST, INC.	Total Check Amount: \$1,940.41
172784	JOANN NAKAMURA	08/19/2016	26343	110000000	REFUND:CANCLD WRKSHOP	\$80.00
					JOANN NAKAMURA	Total Check Amount: \$80.00
172785	QUYNH NGUYEN &/OR RAYMOND LINERO	08/19/2016	26092	110000000	DEVT FEE REFUND	\$60.50
					QUYNH NGUYEN &/OR RAYMOND LINERO	Total Check Amount: \$60.50
172786	OC HUMAN RELATIONS	08/19/2016	10442	110212121	DUES FY 16/17	\$3,161.00
					OC HUMAN RELATIONS	Total Check Amount: \$3,161.00
172787	OFFICE DEPOT, INC	08/19/2016	4743	110212111	OFFICE SUPPLIES	\$129.21
					OFFICE DEPOT, INC	Total Check Amount: \$129.21
172788	OLEN PROPERTIES	08/19/2016	10954	110000000	DEVT FEE REFUND	\$296.46
					OLEN PROPERTIES	Total Check Amount: \$296.46
172789	OCCOG	08/19/2016	12810	110141413	FY 16/17 OCCOG DUES	\$5,661.59
					OCCOG	Total Check Amount: \$5,661.59
172790	PETTY CASH CUSTODIAN	08/19/2016	12373	110	PETTY CASH REPL: 8/8	\$186.77
					PETTY CASH CUSTODIAN	Total Check Amount: \$186.77
172791	WHITLEY RODRIGUEZ	08/19/2016	26347	110	REFUND:RENTAL DEPOSIT	\$1,000.00
					WHITLEY RODRIGUEZ	Total Check Amount: \$1,000.00
172792	DESIREE STAMAT	08/19/2016	22259	110404541	CONSIGNMENT SALES	\$15.40
					DESIREE STAMAT	Total Check Amount: \$15.40

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172793	SUNTRUST EQUIPMENT FINANCE	08/19/2016	23003	490515151	HVAC LEASE PAYMENT	\$87,090.89
SUNTRUST EQUIPMENT FINANCE					Total Check Amount:	\$87,090.89
172794	CHERYL TALL	08/19/2016	22246	110404541	CONSIGNMENT SALES	\$43.94
CHERYL TALL					Total Check Amount:	\$43.94
172795	ESTHER TRAUGOT	08/19/2016	26341	110404541	REIMB:SHIPPING COST	\$250.00
ESTHER TRAUGOT					Total Check Amount:	\$250.00
172796	HEATH YOON	08/19/2016	26351	110	REG'N REF:HANNAH YOON	\$55.00
		08/19/2016	26351	110	REG'N REF:LEENAH YOON	\$55.00
HEATH YOON					Total Check Amount:	\$110.00
Check Subtotal						\$179,605.68
V21511	ARC IMAGING RESOURCES	08/19/2016	23273	110141471	PLOTTER MNT AGREEMENT	\$335.00
		08/19/2016	23273	110212111	PLOTTER MNT AGREEMENT	\$335.00
		08/19/2016	23273	110323212	PLOTTER MNT AGREEMENT	\$335.00
		08/19/2016	23273	110515171	PLOTTER MNT AGREEMENT	\$335.00
ARC IMAGING RESOURCES					Total Check Amount:	\$1,340.00
V21512	JASON CELMER	08/19/2016	11286	110212111	CELMER:CRUCL CNVRSATN	\$98.00
JASON CELMER					Total Check Amount:	\$98.00
V21513	FIBRETECH INSTALLATIONS	08/19/2016	9576	110141471	RUN DUCT&FIBER CABLE	\$180.00
FIBRETECH INSTALLATIONS					Total Check Amount:	\$180.00
V21514	WENDI GALLATIN-GENSEL	08/19/2016	20493	110	REIMB:TASC OVRPAYMENT	\$170.83
WENDI GALLATIN-GENSEL					Total Check Amount:	\$170.83
V21515	JESSE GARDUNA	08/19/2016	16006	110212111	GARDUNA:INTEL TECHNQS	\$24.00
JESSE GARDUNA					Total Check Amount:	\$24.00
V21516	HAAKER EQUIPMENT CO.	08/19/2016	4297	480515161	VACTOR FRONT HOSE	\$2,320.61
HAAKER EQUIPMENT CO.					Total Check Amount:	\$2,320.61
V21517	CHRISTOPHER HARVEY	08/19/2016	10364	110212111	HARVEY:POST SUPV CRSE	\$95.26
CHRISTOPHER HARVEY					Total Check Amount:	\$95.26
V21518	JACKSON'S AUTO SUPPLY	08/19/2016	1143	480515161	AUTO SUPPLIES	\$5,366.19
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$5,366.19
V21519	AMBER KILLINGER	08/19/2016	22258	110404541	CONSIGNMENT SALES	\$66.50
AMBER KILLINGER					Total Check Amount:	\$66.50
V21520	MEREDITH K LASKOW	08/19/2016	5178	110404541	CONSIGNMENT SALES	\$36.40
MEREDITH K LASKOW					Total Check Amount:	\$36.40
V21521	SUSAN MARTIN	08/19/2016	23655	110404524	COUNSELING SVCS SUPVN	\$2,310.00
SUSAN MARTIN					Total Check Amount:	\$2,310.00
V21522	JENNIFER MCDUGAL	08/19/2016	22244	110404541	CONSIGNMENT SALES	\$70.97
JENNIFER MCDUGAL					Total Check Amount:	\$70.97
V21523	MUSICSTAR	08/19/2016	22084	110404214	CRTIVE BRN LRNG CLASS	\$918.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MUSICSTAR						Total Check Amount: \$918.50
V21524	MARY J NESFIELD	08/19/2016	22255	110404541	CONSIGNMENT SALES	\$32.90
MARY J NESFIELD						Total Check Amount: \$32.90
V21525	SC FUELS	08/19/2016	16654	480515161	CITY YARD GAS/FUEL	\$10,355.83
		08/19/2016	16654	480515161	CR MEMO-CITY YRD FUEL	(\$10,355.83)
		08/19/2016	16654	480515161	DR MEMO-CITY YRD FUEL	\$10,246.08
SC FUELS						Total Check Amount: \$10,246.08
V21526	MARTIN SIMONOFF	08/19/2016	2750	110111111	SIMONOFF:CSAG MEETING	\$8.50
		08/19/2016	2750	110111111	SIMONOFF:LGE CA CTIES	\$81.32
MARTIN SIMONOFF						Total Check Amount: \$89.82
V21527	SKYHAWKS SPORTS ACADEMY, INC.	08/19/2016	18097	110404145	SKYHAWKS CAMPS	\$546.00
SKYHAWKS SPORTS ACADEMY, INC.						Total Check Amount: \$546.00
V21528	STAPLES TECHNOLOGY SOLUTIONS	08/19/2016	22888	110212111	TONER	\$408.51
STAPLES TECHNOLOGY SOLUTIONS						Total Check Amount: \$408.51
V21529	TENNIS ANYONE ACADEMY	08/19/2016	12688	110404145	TENNIS INSTRUCTOR	\$1,691.00
TENNIS ANYONE ACADEMY						Total Check Amount: \$1,691.00
V21530	TRINITY SOUND COMPANY	08/19/2016	11364	110404544	BREA FEST 8/19/16	\$1,736.00
TRINITY SOUND COMPANY						Total Check Amount: \$1,736.00
V21531	TROPICAL PLAZA NURSERY, INC	08/19/2016	2062	341515112	DISTRICT #1 JUL 2016	\$1,713.78
		08/19/2016	2062	343515112	DISTRICT #3 JUL 2016	\$1,890.07
		08/19/2016	2062	345515112	DISTRICT #5 JUL 2016	\$2,269.42
		08/19/2016	2062	420515131	CITY RESERVOIR JUN16	\$1,250.00
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$7,123.27
V21532	US BANK XX0338 CITY MGR	08/19/2016	24704	110111111	CALCRDS CTYMGR 072216	\$1,436.97
		08/19/2016	24704	110111143	CALCRDS CTYMGR 072216	\$890.22
		08/19/2016	24704	110111143	CC ADJ-CM 0722 AMBRIZ	(\$450.03)
		08/19/2016	24704	110141481	CALCRDS CTYMGR 072216	\$18.41
		08/19/2016	24704	110141481	CC ADJ-CM MALDONADO	\$1,292.99
		08/19/2016	24704	110323231	CALCRDS CTYMGR 072216	\$67.84
US BANK XX0338 CITY MGR						Total Check Amount: \$3,256.40
V21533	US BANK XX0312 HR	08/19/2016	24776	110141481	CAL CARDS HR 072216	\$1,345.98
		08/19/2016	24776	110141481	CC ADJ CM - MALDONADO	(\$1,292.99)
		08/19/2016	24776	470141483	CAL CARDS HR 072216	\$62.59
US BANK XX0312 HR						Total Check Amount: \$115.58
V21536	US BANK XX0593 COMM SVC	08/19/2016	24777	110	CALCARD-CS-CP-072216	\$224.86
		08/19/2016	24777	110	S/TX CALCRD-CS-072216	(\$145.68)
		08/19/2016	24777	110141481	CALCARD-CS-MM-072216	\$37.74
		08/19/2016	24777	110323212	CALCARD-CS-AA-072216	\$324.00
		08/19/2016	24777	110404154	CALCARD-CS-BH-072216	\$254.18

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21536	US BANK XX0593 COMM SVC	08/19/2016	24777	110404154	CALCARD-CS-MD-072216	\$445.00
		08/19/2016	24777	110404215	CALCARD-CS-CC-072216	\$302.31
		08/19/2016	24777	110404215	CALCARD-CS-DA-072216	\$1,943.91
		08/19/2016	24777	110404215	CALCARD-CS-JS-072216	\$2,355.80
		08/19/2016	24777	110404215	CALCARD-CS-KS-072216	\$130.66
		08/19/2016	24777	110404223	CALCARD-CS-BK-072216	\$146.07
		08/19/2016	24777	110404223	CALCARD-CS-GA-072216	(\$66.65)
		08/19/2016	24777	110404224	CALCARD-CS-BK-072216	(\$815.06)
		08/19/2016	24777	110404224	CALCARD-CS-SS-072216	\$10.73
		08/19/2016	24777	110404311	CALCARD-CS-AA-072216	\$63.14
		08/19/2016	24777	110404311	CALCARD-CS-JC-072216	\$77.57
		08/19/2016	24777	110404311	CALCARD-CS-JS-072216	\$72.45
		08/19/2016	24777	110404311	CALCARD-CS-KS-072216	\$816.54
		08/19/2016	24777	110404311	CALCARD-CS-MM-072216	\$91.00
		08/19/2016	24777	110404311	CALCARD-CS-RF-072216	\$345.42
		08/19/2016	24777	110404311	CALCARD-CS-SM-072216	\$279.66
		08/19/2016	24777	110404421	CALCARD-CS-KS-072216	\$14.00
		08/19/2016	24777	110404421	CALCARD-CS-PT-072216	\$889.86
		08/19/2016	24777	110404422	CALCARD-CS-GA-072216	\$39.20
		08/19/2016	24777	110404424	CALCARD-CS-GA-072216	\$107.96
		08/19/2016	24777	110404425	CALCARD-CS-SS-072216	\$359.73
		08/19/2016	24777	110404426	CALCARD-CS-GA-072216	\$73.10
		08/19/2016	24777	110404426	CALCARD-CS-SS-072216	\$92.53
		08/19/2016	24777	110404428	CALCARD-CS-MM-072216	\$142.43
		08/19/2016	24777	110404428	CALCARD-CS-PK-072216	\$2,035.02
		08/19/2016	24777	110404521	CALCARD-CS-NG-072216	\$97.20
		08/19/2016	24777	110404521	CALCARD-CS-SK-072216	\$29.52
		08/19/2016	24777	110404521	CALCARD-CS-TT-072216	\$729.23
		08/19/2016	24777	110404523	CALCARD-CS-CP-072216	\$459.65
		08/19/2016	24777	110404541	CALCARD-CS-CM-072216	\$1,144.59
		08/19/2016	24777	110404541	CALCARD-CS-HB-072216	\$499.33
		08/19/2016	24777	110404542	CALCARD-CS-DA-072216	\$564.93
		08/19/2016	24777	110404542	CALCARD-CS-KK-072216	\$440.39
		08/19/2016	24777	110404542	CALCARD-CS-LF-072216	\$49.19
		08/19/2016	24777	110404542	CALCARD-CS-TM-072216	\$1,717.63
		08/19/2016	24777	110404544	CALCARD-CS-ER-072216	\$51.24
US BANK XX0593 COMM SVC					Total Check Amount:	\$16,430.38
V21537	US BANK XX0502 COMM & MKTG	08/19/2016	24778	110	S/TX CC COM/MKT 72216	(\$4.47)

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21537	US BANK XX0502 COMM & MKTG	08/19/2016	24778	110111151	CALCRD COM/MKT 072216	\$44.09
		08/19/2016	24778	110111152	CALCRD COM/MKT 072216	\$635.31
		08/19/2016	24778	110141481	CALCRD COM/MKT 072216	\$55.85
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$730.78
V21538	US BANK XX0353 COMM DEV	08/19/2016	24779	110111111	CALCRD COMMDEV 072216	\$254.79
		08/19/2016	24779	110111143	CC ADJ-CD 0722 AMBRIZ	\$450.03
		08/19/2016	24779	110141481	CALCRD COMMDEV 072216	\$181.95
		08/19/2016	24779	110323211	CALCRD COMMDEV 072216	\$95.00
		08/19/2016	24779	110323212	CALCRD COMMDEV 072216	\$396.92
		08/19/2016	24779	110323231	CALCRD COMMDEV 072216	\$226.36
		08/19/2016	24779	110323241	CALCRD COMMDEV 072216	(\$201.06)
US BANK XX0353 COMM DEV					Total Check Amount:	\$1,403.99
V21539	US BANK XX0270 ADMIN SVCS	08/19/2016	24781	110111111	CAL CARDS FIN 072216	\$1,090.00
		08/19/2016	24781	110111161	CALCRD CTYCLRK 072216	\$1,083.09
		08/19/2016	24781	110141411	CAL CARDS FIN 072216	\$118.00
		08/19/2016	24781	110141414	CAL CARDS FIN 072216	\$181.78
		08/19/2016	24781	110141431	CAL CARDS FIN 072216	\$46.07
		08/19/2016	24781	420141421	CAL CARDS FIN 072216	\$17.50
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$2,536.44
V21540	US BANK XX0650 FIRE	08/19/2016	24782	110	CAL CARDS FIRE 072216	\$8.88
		08/19/2016	24782	110	S/TX CALCRD FIRE 0722	(\$35.82)
		08/19/2016	24782	110222211	CAL CARDS FIRE 072216	\$96.71
		08/19/2016	24782	110222212	CAL CARDS FIRE 072216	\$1,112.48
		08/19/2016	24782	110222221	CAL CARDS FIRE 072216	\$2,957.57
		08/19/2016	24782	110222221	S/TX CALCRD FIRE 0722	\$0.22
		08/19/2016	24782	110222222	CAL CARDS FIRE 072216	\$1,014.79
		08/19/2016	24782	110222222	S/TX CALCRD FIRE 0722	\$35.60
		08/19/2016	24782	110222223	CAL CARDS FIRE 072216	\$866.02
		08/19/2016	24782	480515161	CAL CARDS FIRE 072216	\$102.17
US BANK XX0650 FIRE					Total Check Amount:	\$6,158.62
V21541	US BANK XX0346 IT	08/19/2016	24783	110141471	CAL CARDS IT 072216	\$3,251.65
		08/19/2016	24783	110141472	CAL CARDS IT 072216	\$259.00
		08/19/2016	24783	110404213	CAL CARDS IT 072216	\$37.83
		08/19/2016	24783	110404215	CAL CARDS IT 072216	\$88.00
		08/19/2016	24783	110515111	CAL CARDS IT 072216	\$53.95
		08/19/2016	24783	110515125	CAL CARDS IT 072216	\$52.83
		08/19/2016	24783	460	S/TX CALCRD IT 072216	(\$10.24)
		08/19/2016	24783	460141474	CAL CARDS IT 072216	\$1,129.55

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21541	US BANK XX0346 IT	08/19/2016	24783	460141474	S/TX CALCRD IT 072216	\$10.24
US BANK XX0346 IT					Total Check Amount:	\$4,872.81
V21543	US BANK XX0221 PW	08/19/2016	24784	110141481	CAL CARDS PW 072216	\$111.33
		08/19/2016	24784	110515111	CAL CARDS PW 072216	\$81.90
		08/19/2016	24784	110515121	CAL CARDS PW 072216	\$118.20
		08/19/2016	24784	110515125	CAL CARDS PW 072216	\$78.02
		08/19/2016	24784	110515141	CAL CARDS PW 072216	\$577.71
		08/19/2016	24784	110515143	CAL CARDS PW 072216	\$512.91
		08/19/2016	24784	110515144	CAL CARDS PW 072216	\$69.77
		08/19/2016	24784	360	CAL CARDS PW 072216	(\$5.76)
		08/19/2016	24784	360515145	CAL CARDS PW 072216	\$154.36
		08/19/2016	24784	360515145	S/TX CALCRD PW 072216	\$5.76
		08/19/2016	24784	410515124	CAL CARDS PW 072216	\$21.54
		08/19/2016	24784	420	CAL CARDS PW 072216	(\$28.72)
		08/19/2016	24784	420515131	CAL CARDS PW 072216	\$643.93
		08/19/2016	24784	420515131	S/TX CALCRD PW 072216	\$28.72
		08/19/2016	24784	430515123	CAL CARDS PW 072216	\$251.04
		08/19/2016	24784	480515161	CAL CARDS PW 072216	\$2,069.41
		08/19/2016	24784	490	CAL CARDS PW 072216	(\$1.81)
		08/19/2016	24784	490515151	CAL CARDS PW 072216	\$1,290.08
		08/19/2016	24784	490515151	S/TX CALCRD PW 072216	\$1.81
US BANK XX0221 PW					Total Check Amount:	\$5,980.20
V21545	US BANK XX0544 POLICE	08/19/2016	24785	110	CAL CARDS PD 072216	(\$25.80)
		08/19/2016	24785	110	S/TX CC PD ADM 072216	(\$39.60)
		08/19/2016	24785	110141481	CAL CARDS PD 072216	\$48.07
		08/19/2016	24785	110212111	CAL CARDS PD 072216	\$3,490.74
		08/19/2016	24785	110212111	CALCRDS PD ADM 072216	\$1,397.66
		08/19/2016	24785	110212121	CAL CARDS PD 072216	\$2,349.49
		08/19/2016	24785	110212121	S/TX CALCRD PD 072216	\$25.80
		08/19/2016	24785	110212131	CAL CARDS PD 072216	\$708.69
		08/19/2016	24785	110212132	CAL CARDS PD 072216	\$1,901.12
		08/19/2016	24785	480515161	CAL CARDS PD 072216	\$1,061.61
US BANK XX0544 POLICE					Total Check Amount:	\$10,917.78
V21546	US BANK XX3401 PW- ADMIN	08/19/2016	24786	110515111	CALCRDS PWADM 072216	\$188.44
		08/19/2016	24786	510707251	CALCRDS PWADM 072216	\$8.75
		08/19/2016	24786	510707522	CALCRDS PWADM 072216	\$30.06
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$227.25
V21547	SARA WOODWARD	08/19/2016	26083	110212122	MILEAGE:WOODWARD 0716	\$92.99

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SARA WOODWARD					Total Check Amount:	\$92.99
					Voucher Subtotal	\$87,594.06
TOTAL						\$267,199.74

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172797	A+ GLASS	08/26/2016	23149	480515161	PD1516 REARHTCH GLASS	\$517.75
A+ GLASS					Total Check Amount:	\$517.75
172798	ALAN ADOIAN	08/26/2016	26359	110000000	DEV FEES REFUND	\$124.00
ALAN ADOIAN					Total Check Amount:	\$124.00
172799	AIR-TECH ENVIRONMENTAL, INC	08/26/2016	23823	510707930	ASBESTOS SURVEY	\$1,392.00
AIR-TECH ENVIRONMENTAL, INC					Total Check Amount:	\$1,392.00
172800	BROW ARC	08/26/2016	26374	110000000	DEV FEES REFUND	\$420.69
BROW ARC					Total Check Amount:	\$420.69
172801	ASBURY ENVIRONMENTAL SERVICES	08/26/2016	9144	480515161	USED OIL DISPOSAL	\$120.00
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$120.00
172802	AT&T CALNET	08/26/2016	20391	110141471	9391011961 7/28/16	\$232.58
		08/26/2016	20391	110141471	9391011962 7/28/16	(\$106.54)
		08/26/2016	20391	110141471	9391011963 7/28/16	\$19.38
		08/26/2016	20391	110141471	9391011965 7/28/16	\$37.52
		08/26/2016	20391	110141471	9391011966 7/28/16	\$54.26
		08/26/2016	20391	110141471	9391011968 7/28/16	\$19.86
		08/26/2016	20391	110141471	9391011970 7/28/16	\$73.85
		08/26/2016	20391	110141471	9391011971 7/28/16	\$36.96
		08/26/2016	20391	110141471	9391011972 7/28/16	\$136.89
		08/26/2016	20391	110141471	9391011973 7/28/16	\$38.73
		08/26/2016	20391	110141471	9391011975 7/28/16	\$3,688.58
		08/26/2016	20391	110141471	9391011976 7/28/16	\$903.26
		08/26/2016	20391	110141471	9391011978 7/28/16	\$777.29
		08/26/2016	20391	110141471	9391011979 7/28/16	\$79.71
		08/26/2016	20391	110141471	9391023157 7/28/16	\$19.34
		08/26/2016	20391	110141471	9391023158 7/28/16	\$42.23
		08/26/2016	20391	110141471	9391023159 7/28/16	\$19.95
		08/26/2016	20391	110141471	9391052504 7/28/16	\$277.00
		08/26/2016	20391	110141471	9391052507 7/28/16	\$277.00
		08/26/2016	20391	420515131	9391011964 7/28/16	\$36.86
		08/26/2016	20391	420515131	9391011967 7/28/16	\$0.30
		08/26/2016	20391	420515131	9391011977 7/28/16	\$865.31
AT&T CALNET					Total Check Amount:	\$7,530.32
172803	CHRISTINE BELTRAN	08/26/2016	26380	110000000	DEV FEES REFUND	\$168.00
CHRISTINE BELTRAN					Total Check Amount:	\$168.00
172804	MARK AND ELLEN BONNEAU	08/26/2016	26379	110000000	DEV FEES REFUND	\$212.00
MARK AND ELLEN BONNEAU					Total Check Amount:	\$212.00
172805	BREA SISTER CITY ASSOCIATION	08/26/2016	11278	110111111	16/17 STIPEND	\$4,000.00
BREA SISTER CITY ASSOCIATION					Total Check Amount:	\$4,000.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172806	BREA URGENT CARE	08/26/2016	24391	110141481	EMPLYMNT PHYSICALS	\$665.00
BREA URGENT CARE					Total Check Amount:	\$665.00
172807	BREA/ORANGE COUNTY PLUMBING	08/26/2016	3781	490515151	CLEARED SINK DRAIN	\$301.76
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$301.76
172808	C.I. BUSINESS EQUIPMENT INC	08/26/2016	6520	110141441	16/17 SHREDDER MAINT	\$555.00
C.I. BUSINESS EQUIPMENT INC					Total Check Amount:	\$555.00
172809	CALIFORNIA STAGE & LIGHTING, INC	08/26/2016	1531	110404542	REP/REPL HOUSE LIGHTS	\$1,882.15
CALIFORNIA STAGE & LIGHTING, INC					Total Check Amount:	\$1,882.15
172810	CALIFORNIA TRAINING INSTITUTE	08/26/2016	17469	110212111	HAWLEY:FRC ENC ANLYSS	\$277.00
CALIFORNIA TRAINING INSTITUTE					Total Check Amount:	\$277.00
172811	CANNINGS ACE HARDWARE	08/26/2016	15828	420515131	PLUMBING SUPPLIES	\$46.79
CANNINGS ACE HARDWARE					Total Check Amount:	\$46.79
172812	CAVANAUGH & ASSOCIATES	08/26/2016	5975	110212111	BARBOSA: DUI SEMINAR	\$538.00
CAVANAUGH & ASSOCIATES					Total Check Amount:	\$538.00
172813	CENTRAL POWDER COATING	08/26/2016	8508	181404250	POWDER COAT BENCHES	\$972.00
CENTRAL POWDER COATING					Total Check Amount:	\$972.00
172814	CHICAGO TITLE COMPANY	08/26/2016	24835	280323215	PIRT:STERNITZKE-HOLUB	\$100.00
CHICAGO TITLE COMPANY					Total Check Amount:	\$100.00
172815	CHRISTINE CHO	08/26/2016	26358	110000000	DEV FEES REFUND	\$168.00
CHRISTINE CHO					Total Check Amount:	\$168.00
172816	TOM CHOU	08/26/2016	26368	110000000	DEV FEES REFUND	\$15.50
TOM CHOU					Total Check Amount:	\$15.50
172817	CITY OF BREA - WATER DEPT	08/26/2016	2039	341515112	WATER JUN-JUL 2016	\$3,499.88
		08/26/2016	2039	343515112	WATER JUN-JUL 2016	\$1,981.62
		08/26/2016	2039	345515112	WATER JUN-JUL 2016	\$1,923.01
		08/26/2016	2039	346515112	WATER JUN-JUL 2016	\$9,090.75
		08/26/2016	2039	347515112	WATER JUN-JUL 2016	\$419.51
		08/26/2016	2039	880515113	WATER JUN-JUL 2016	\$28.05
CITY OF BREA - WATER DEPT					Total Check Amount:	\$16,942.82
172818	CLA-VAL CO.	08/26/2016	15266	420515131	PRV REPAIR	\$2,789.89
CLA-VAL CO.					Total Check Amount:	\$2,789.89
172819	CLIMATEC	08/26/2016	23618	490515151	ALERTON PRGRAM REPAIR	\$305.00
CLIMATEC					Total Check Amount:	\$305.00
172820	CMRTA	08/26/2016	15485	110141422	DIV III QTR3 MTG-DUFF	\$25.00
CMRTA					Total Check Amount:	\$25.00
172821	COUNTY OF ORANGE	08/26/2016	4799	110212122	PRKNG CITATIONS JUL16	\$8,709.00
COUNTY OF ORANGE					Total Check Amount:	\$8,709.00
172822	CSULB FOUNDATION	08/26/2016	10182	110212111	JOHNSON:MH DECSN MKNG	\$146.00
CSULB FOUNDATION					Total Check Amount:	\$146.00

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172823	CYBERSOURCE CORPORATION	08/26/2016	25266	110404542	BOX OFC CC PROC JUL16	\$58.20
CYBERSOURCE CORPORATION					Total Check Amount:	\$58.20
172824	WENDY DANG	08/26/2016	26365	110000000	DEV FEES REFUND	\$53.00
WENDY DANG					Total Check Amount:	\$53.00
172825	DE ANDA TACOS	08/26/2016	26362	110000000	DEV FEES REFUND	\$217.68
DE ANDA TACOS					Total Check Amount:	\$217.68
172826	OSCAR & XOCHILT DE LA CUEVA	08/26/2016	26007	110000000	DEVT FEES REFUND	\$212.00
OSCAR & XOCHILT DE LA CUEVA					Total Check Amount:	\$212.00
172827	DEPARTMENT OF JUSTICE	08/26/2016	13406	110141481	FINGERPRINT APPS-JULY	\$416.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$416.00
172828	DEPT OF CONSUMER AFFAIRS	08/26/2016	20298	110323241	CERT RENEWAL:LINARES	\$115.00
DEPT OF CONSUMER AFFAIRS					Total Check Amount:	\$115.00
172829	DIVE/CORR, INC.	08/26/2016	5764	420515131	RESRVOIR INSP 7/20/16	\$1,800.00
DIVE/CORR, INC.					Total Check Amount:	\$1,800.00
172830	EDISON CO	08/26/2016	3343	110515121	ELECTRICITY JUL-AUG16	\$5,167.66
		08/26/2016	3343	490515151	ELECTRICITY JUL-AUG16	\$11,271.16
		08/26/2016	3343	510707713	ELECTRICITY JUL-AUG16	\$63.26
EDISON CO					Total Check Amount:	\$16,502.08
172831	VICKY LYNN FOULKS	08/26/2016	26360	110000000	DEVT FEES REFUND	\$302.50
VICKY LYNN FOULKS					Total Check Amount:	\$302.50
172832	FRANCHISE TAX BOARD/ST OF CALIF	08/26/2016	12043	110	25%WH CASE#559392854	\$87.50
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$87.50
172833	JAY FULLMAN	08/26/2016	26357	110000000	DEVT FEES REFUND	\$70.50
JAY FULLMAN					Total Check Amount:	\$70.50
172834	GAIL MATERIALS	08/26/2016	20339	110515144	INFIELD MIX	\$111.78
GAIL MATERIALS					Total Check Amount:	\$111.78
172835	GATEWAY AUTO SPA	08/26/2016	19220	480515161	CARWASH TICKETS (300)	\$2,700.00
GATEWAY AUTO SPA					Total Check Amount:	\$2,700.00
172836	RICHARD GESKE	08/26/2016	26367	110000000	DEVT FEES REFUND	\$238.50
RICHARD GESKE					Total Check Amount:	\$238.50
172837	HACH COMPANY	08/26/2016	5749	420515131	CHEMICALS	\$192.94
HACH COMPANY					Total Check Amount:	\$192.94
172838	HDL COREN & CONE	08/26/2016	19972	110141431	CAFR SERVICES 15/16	\$745.00
HDL COREN & CONE					Total Check Amount:	\$745.00
172839	HI STANDARD AUTOMOTIVE, LLC	08/26/2016	2226	480515161	1119 REMVE EMERG EQPT	\$180.00
		08/26/2016	2226	480515161	1621 INSTLL LTS/SIREN	\$1,295.60
HI STANDARD AUTOMOTIVE, LLC					Total Check Amount:	\$1,475.60
172840	HI-LINE INC.	08/26/2016	26326	480515161	SHOP SUPPLIES	\$184.99
HI-LINE INC.					Total Check Amount:	\$184.99

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172841	HOIST SERVICE INC	08/26/2016	8518	480515161	RESEAL HOIST PISTON	\$278.84
HOIST SERVICE INC					Total Check Amount:	\$278.84
172842	XIULING HOU	08/26/2016	26382	110000000	DEVT FEES REFUND	\$112.00
XIULING HOU					Total Check Amount:	\$112.00
172843	TINA HOVSEPIAN	08/26/2016	26342	110404541	TRANSP/INSTLLTN EXP	\$250.00
TINA HOVSEPIAN					Total Check Amount:	\$250.00
172844	ICMA MEMBERSHIP RENEWALS	08/26/2016	3015	110111143	ICMA MEMB:GALLARDO	\$1,400.00
		08/26/2016	3015	110111143	ICMA MEMB:MALDONADO	\$974.94
ICMA MEMBERSHIP RENEWALS					Total Check Amount:	\$2,374.94
172845	IMPERIAL SPRINKLER SUPPLY	08/26/2016	24260	110515141	IRRIGATION PARTS	\$435.33
		08/26/2016	24260	110515143	IRRIGATION PARTS	\$1,459.01
		08/26/2016	24260	110515144	IRRIGATION PARTS	\$414.82
		08/26/2016	24260	360515147	GRATE COVERS	\$54.54
		08/26/2016	24260	420515131	PLUMBING SUPPLIES	\$65.65
		08/26/2016	24260	420515131	TOOLS	\$168.29
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$2,597.64
172846	INTELLI-TECH	08/26/2016	8774	110141471	VMWARE SOFTWARE SUPP	\$3,723.00
INTELLI-TECH					Total Check Amount:	\$3,723.00
172847	DENTON JANSEEN	08/26/2016	26381	110000000	DEVT FEES REFUND	\$168.00
DENTON JANSEEN					Total Check Amount:	\$168.00
172848	CHRISTINA LYNN JOHNSON	08/26/2016	22256	110404541	CONSIGNMENT SALES	\$14.00
CHRISTINA LYNN JOHNSON					Total Check Amount:	\$14.00
172849	KEYSTONE RIDGE DESIGNS	08/26/2016	26369	510707873	TRACKS PLAQUE	\$365.00
KEYSTONE RIDGE DESIGNS					Total Check Amount:	\$365.00
172850	GRACE KWON	08/26/2016	26364	110000000	DEVT FEES REFUND	\$134.00
GRACE KWON					Total Check Amount:	\$134.00
172851	EDSON LAM	08/26/2016	26366	110000000	DEVT FEES REFUND	\$301.50
EDSON LAM					Total Check Amount:	\$301.50
172852	LIMBACH COMPANY LP	08/26/2016	21671	490515151	HVAC COIL CLEANING	\$1,886.25
LIMBACH COMPANY LP					Total Check Amount:	\$1,886.25
172853	JUANI LONG	08/26/2016	26372	470141483	WNDSHLD DMG 8/12/16	\$795.81
JUANI LONG					Total Check Amount:	\$795.81
172854	MARTIN & CHAPMAN CO.	08/26/2016	3533	110323231	P COMM MIN&RESO BOOKS	\$396.00
MARTIN & CHAPMAN CO.					Total Check Amount:	\$396.00
172855	DIANE MCCLUSKEY	08/26/2016	26355	110000000	DEVT FEES REFUND	\$379.00
DIANE MCCLUSKEY					Total Check Amount:	\$379.00
172856	MOBILE HOME IMPROVEMENT	08/26/2016	19526	290323215	WOESSNER:CDBG 15/16	\$7,215.00
MOBILE HOME IMPROVEMENT					Total Check Amount:	\$7,215.00
172857	MUNISERVICES, LLC	08/26/2016	10627	110000000	STARS REPORT Q1 2016	\$1,250.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MUNISERVICES, LLC						Total Check Amount: \$1,250.00
172858	NORM WILSON & SONS INC.	08/26/2016	26363	110000000	DEVT FEES REFUND	\$333.00
NORM WILSON & SONS INC.						Total Check Amount: \$333.00
172859	JANET NORSETTER	08/26/2016	26021	110404521	ZUMBA INSTR-SR CTR	\$150.00
JANET NORSETTER						Total Check Amount: \$150.00
172860	OFFICE DEPOT, INC	08/26/2016	4743	110	PRINTER INK	\$200.79
		08/26/2016	4743	110141471	OFFICE SUPPLIES	\$101.51
		08/26/2016	4743	110141491	OFFICE SUPPLIES	\$5.93
		08/26/2016	4743	110212121	OFFICE SUPPLIES	\$47.04
		08/26/2016	4743	110212122	OFFICE SUPPLIES	\$222.12
		08/26/2016	4743	110404311	OFFICE SUPPLIES	\$228.76
		08/26/2016	4743	110404521	OFFICE SUPPLIES	\$88.17
		08/26/2016	4743	110404523	OFFICE SUPPLIES	\$29.13
		08/26/2016	4743	110515111	OFFICE SUPPLIES	\$70.51
OFFICE DEPOT, INC						Total Check Amount: \$993.96
172861	PATRICK OLIVIER	08/26/2016	26361	110000000	DEVT FEES REFUND	\$146.00
PATRICK OLIVIER						Total Check Amount: \$146.00
172862	ORANGE COUNTY HEALTH	08/26/2016	19710	110404422	OC HEALTH CARE CERT	\$172.00
ORANGE COUNTY HEALTH						Total Check Amount: \$172.00
172863	ORANGE COUNTY REGISTER	08/26/2016	26287	110323231	LEGAL NOTICE AD JUL16	\$120.00
ORANGE COUNTY REGISTER						Total Check Amount: \$120.00
172864	ORVAC ELECTRONICS	08/26/2016	3614	480515161	BLACK SPLIT WRAP	\$19.85
ORVAC ELECTRONICS						Total Check Amount: \$19.85
172865	DARELL OUTHIER	08/26/2016	26378	110000000	DEVT FEES REFUND	\$121.00
DARELL OUTHIER						Total Check Amount: \$121.00
172866	PELLETIER & ASSOCIATES	08/26/2016	25222	470141483	ERGONOMIC EVALUATION	\$275.00
PELLETIER & ASSOCIATES						Total Check Amount: \$275.00
172867	BETTY PITTMAN	08/26/2016	26376	110000000	DEVT FEES REFUND	\$212.00
BETTY PITTMAN						Total Check Amount: \$212.00
172868	PLUMBING WHOLESALE OUTLET, INC.	08/26/2016	18392	110515143	GATE VALVE TOOL	\$105.36
		08/26/2016	18392	110515143	IRRIGATION PARTS	\$48.85
		08/26/2016	18392	420515131	BRASS REDUCER	\$19.59
		08/26/2016	18392	420515131	REPAIR CLAMP	\$31.70
		08/26/2016	18392	490515151	GERBER TOILET-FIRE#2	\$184.38
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$389.88
172869	POSTMASTER	08/26/2016	3645	420141421	ANNL FEE #2237 16/17	\$1,174.00
POSTMASTER						Total Check Amount: \$1,174.00
172870	PREMIUM RV INC.	08/26/2016	11981	480515161	TRAILER JACK	\$43.40
PREMIUM RV INC.						Total Check Amount: \$43.40

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172871	PUENTE HILLS FORD	08/26/2016	25742	480515161	FORD TRANSMSSN FLUID	\$107.78
		08/26/2016	25742	480515161	MOTOR ASSEMBLY	\$295.42
		08/26/2016	25742	480515161	MOTOR/RELAY	\$495.19
		08/26/2016	25742	480515161	RELAY	\$199.76
PUENTE HILLS FORD					Total Check Amount:	\$1,098.15
172872	SHARON RAWLINS	08/26/2016	22387	110404541	CONSIGNMENT SALES	\$5.93
SHARON RAWLINS					Total Check Amount:	\$5.93
172873	REGIONAL TRAINING CENTER	08/26/2016	13924	110212111	GARCIA:HOLDING FCILTY	\$115.00
REGIONAL TRAINING CENTER					Total Check Amount:	\$115.00
172874	SADDLEBACK COLLEGE	08/26/2016	26047	110222222	COLEMAN:PARAMEDIC SCH	\$1,208.00
SADDLEBACK COLLEGE					Total Check Amount:	\$1,208.00
172875	SCHORR METALS, INC.	08/26/2016	3389	490515151	METAL FABRICATION	\$845.64
		08/26/2016	3389	490515151	PIPE FABRICATION	\$216.00
SCHORR METALS, INC.					Total Check Amount:	\$1,061.64
172876	SHRED-IT	08/26/2016	7438	110212122	DOC DEST PD 7/12/16	\$191.00
SHRED-IT					Total Check Amount:	\$191.00
172877	SIMON PROPERTY GROUP	08/26/2016	23062	110000000	DEVT FEE REFUND	\$172.50
SIMON PROPERTY GROUP					Total Check Amount:	\$172.50
172878	SOON J AND BOK HONG	08/26/2016	26375	110000000	DEVT FEES REFUND	\$190.00
SOON J AND BOK HONG					Total Check Amount:	\$190.00
172879	ST JOSEPH HERITAGE HEALTHCARE	08/26/2016	10952	110141481	HR MED SVCS JUL 2016	\$1,168.00
		08/26/2016	10952	430515123	HEP B VACCINE JUL16	\$60.00
ST JOSEPH HERITAGE HEALTHCARE					Total Check Amount:	\$1,228.00
172880	ST JUDE EMERGENCY MED GROUP	08/26/2016	14405	470141483	FIRST AID SVCS 8/9	\$160.72
ST JUDE EMERGENCY MED GROUP					Total Check Amount:	\$160.72
172881	STAGELIGHT FAMILY PRODUCTIONS	08/26/2016	7825	110404542	BYE BYE BIRDIE-FINAL	\$3,470.44
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$3,470.44
172882	STAR AUTO SERVICE	08/26/2016	20886	480515161	1525 FRNT END ALGNMNT	\$55.00
STAR AUTO SERVICE					Total Check Amount:	\$55.00
172883	STEPHEN DORECK EQUIPMENT	08/26/2016	20478	510707442	PO #66071 RETENTION	\$2,339.94
		08/26/2016	20478	510707442	PO #66438 RETENTION	\$4,157.46
STEPHEN DORECK EQUIPMENT					Total Check Amount:	\$6,497.40
172884	STETSON ENGINEERS INC.	08/26/2016	21629	420515131	PUBLIC HEALTH GOAL	\$2,368.25
STETSON ENGINEERS INC.					Total Check Amount:	\$2,368.25
172885	MARY CHRISTINE SULLIVAN	08/26/2016	21993	110404541	ART OF POURING PAINT	\$612.00
MARY CHRISTINE SULLIVAN					Total Check Amount:	\$612.00
172886	FREDERICK TALACTAC	08/26/2016	26354	110000000	DEVT FEES REFUND	\$282.40
FREDERICK TALACTAC					Total Check Amount:	\$282.40
172887	CLARIZZA B. TANDO	08/26/2016	26370	110	REF-SECURITY DEPOSIT	\$500.00

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CLARIZZA B. TANDO						Total Check Amount: \$500.00
172888	TRANS UNION LLC	08/26/2016	8371	110141481	HR SVCS 6/26-7/25	\$11.58
TRANS UNION LLC						Total Check Amount: \$11.58
172889	UNISYS CORPORATION	08/26/2016	24956	110141471	UNISYS HRDWRE SUPPORT	\$5,886.00
UNISYS CORPORATION						Total Check Amount: \$5,886.00
172890	UNITED PARCEL SERVICE	08/26/2016	3174	110141441	SHIPPING CHGS JUL-AUG	\$87.33
UNITED PARCEL SERVICE						Total Check Amount: \$87.33
172891	VERIS MANUFACTURING	08/26/2016	26356	110000000	DEVT FEES REFUND	\$69.38
VERIS MANUFACTURING						Total Check Amount: \$69.38
172892	VERITIV OPERATING COMPANY	08/26/2016	26025	110141441	PAPER	\$2,475.53
VERITIV OPERATING COMPANY						Total Check Amount: \$2,475.53
172893	VERIZON WIRELESS	08/26/2016	21122	110212121	9769730099 7/4-8/3	\$54.04
VERIZON WIRELESS						Total Check Amount: \$54.04
172894	VERIZON WIRELESS	08/26/2016	21122	420515131	471646004 6/27-7/26	\$38.01
VERIZON WIRELESS						Total Check Amount: \$38.01
172895	VETERINARY PET INS. CO.	08/26/2016	20975	110	JULY 2016 PET INS	\$131.66
VETERINARY PET INS. CO.						Total Check Amount: \$131.66
172896	THE WELLNESS GROUP, LLC	08/26/2016	22922	430515123	HEP B SHOTS 6/7/16	\$1,500.00
THE WELLNESS GROUP, LLC						Total Check Amount: \$1,500.00
172897	TERRI WESTERGREN	08/26/2016	25602	110404521	ZUMBA GOLD-JUL 2016	\$160.00
TERRI WESTERGREN						Total Check Amount: \$160.00
172898	WIPER CENTRAL USA, INC.	08/26/2016	18126	480515161	SHOP TERRY TOWELS	\$316.48
WIPER CENTRAL USA, INC.						Total Check Amount: \$316.48
172899	XEROX CORPORATION	08/26/2016	3349	110141441	SUPPLIES	\$446.32
XEROX CORPORATION						Total Check Amount: \$446.32
172900	HONGJIAN YAO	08/26/2016	26377	110000000	DEVT FEES REFUND	\$99.00
HONGJIAN YAO						Total Check Amount: \$99.00
172901	YORBA REGIONAL ANIMAL HOSPITAL	08/26/2016	18528	110212131	CHIEF (MOROUSE) MAY	\$265.50
		08/26/2016	18528	110212131	CHIEF(MOROUSE)JUN-JUL	\$96.59
		08/26/2016	18528	110212131	PAIGE (ODEN) JUN-JUL	\$552.00
		08/26/2016	18528	110212131	TICKET (HUNZIKER) JUL	\$30.00
		08/26/2016	18528	110212131	TICKET (HUNZIKER) MAY	\$243.50
YORBA REGIONAL ANIMAL HOSPITAL						Total Check Amount: \$1,187.59
172902	DAN YOUNG	08/26/2016	26373	110000000	DEVT FEES REFUND	\$144.50
DAN YOUNG						Total Check Amount: \$144.50
Check Subtotal						\$132,621.86
V21548	ABBA TERMITE & PEST CONTROL	08/26/2016	15614	110515141	BEE HIVE REMOVAL AT BCC	\$245.00
ABBA TERMITE & PEST CONTROL						Total Check Amount: \$245.00
V21549	GAIL A. ABRAHAMSON	08/26/2016	4171	110404214	BALLROOM CLASS INSTR	\$288.00

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GAIL A. ABRAHAMSON						Total Check Amount: \$288.00
V21550	ADMINISTRATIVE & PROF	08/26/2016	3344	110	DED:4010 APEA DUES	\$504.00
ADMINISTRATIVE & PROF						Total Check Amount: \$504.00
V21551	ADVANCED APPLIED ENGINEERING INC	08/26/2016	22809	510707315	ALLEY REHAB PROJ 7315	\$1,436.00
		08/26/2016	22809	510707316	ALLEY REHAB PROJ 7316	\$1,886.00
		08/26/2016	22809	510707317	ALLEY REHAB PROJ 7317	\$6,708.00
		08/26/2016	22809	510707461	CLIFFWOOD WATER MAIN	\$4,326.00
ADVANCED APPLIED ENGINEERING INC						Total Check Amount: \$14,356.00
V21552	ALTERNATIVE HOSE, INC.	08/26/2016	18488	480515161	GOODYEAR AIR HOSE	\$81.01
		08/26/2016	18488	480515161	HOSE ASSEMBLY	\$757.56
ALTERNATIVE HOSE, INC.						Total Check Amount: \$838.57
V21553	AMERICAN LEGAL PUBLISHING CORP	08/26/2016	3794	110111161	JULY 2016 EDITING	\$306.97
AMERICAN LEGAL PUBLISHING CORP						Total Check Amount: \$306.97
V21554	ARC IMAGING RESOURCES	08/26/2016	23273	110404211	OFFICE SUPP-PRINT INK	\$1,284.65
		08/26/2016	23273	110404211	PLOTTER MNT AGREEMENT	\$525.00
		08/26/2016	23273	110404215	OFFICE SUPP-PRINT INK	\$158.72
		08/26/2016	23273	110404542	OFFICE SUPP-PRINT INK	\$158.72
ARC IMAGING RESOURCES						Total Check Amount: \$2,127.09
V21555	AVCOGAS PROPANE SALES & SERVICES	08/26/2016	22047	480515161	PROPANE FUEL	\$482.02
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$482.02
V21556	JESUS BARBOSA	08/26/2016	6423	110212111	BARBOSA:DUI SEMINAR	\$849.15
JESUS BARBOSA						Total Check Amount: \$849.15
V21557	BEST LAWN MOWER SERVICE	08/26/2016	16230	480515161	CARBURETOR KIT	\$30.00
		08/26/2016	16230	480515161	ECHO BACK PACK BLOWER	\$423.14
		08/26/2016	16230	480515161	LAWN EQUIPMENT PARTS/CHAI	\$1,307.91
		08/26/2016	16230	480515161	SHEAR BOLTS	\$21.65
		08/26/2016	16230	480515161	SP NAVIGATOR REPAIR	\$816.94
		08/26/2016	16230	480515161	STHIL HEDGE TRIMMER	\$494.72
		08/26/2016	16230	480515161	STIHL BLADES	\$248.45
BEST LAWN MOWER SERVICE						Total Check Amount: \$3,342.81
V21558	BPSEA MEMORIAL FOUNDATION	08/26/2016	14990	110	DED:4050 MEMORIAL	\$239.50
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$239.50
V21559	BREA CITY EMPLOYEES ASSOCIATION	08/26/2016	3236	110	DED:4005 BCEA DUES	\$552.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$552.00
V21560	BREA FIREFIGHTERS ASSOCIATION	08/26/2016	3237	110	DED:4015 ASSOCAFLAC	\$31.72
		08/26/2016	3237	110	DED:4016 ASSOC DUES	\$1,945.00
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$1,976.72
V21561	BREA KOREA SISTER CITY ASSOC	08/26/2016	23758	110111111	16/17 STIPEND	\$2,000.00

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BREA KOREA SISTER CITY ASSOC						Total Check Amount: \$2,000.00
V21562	BREA POLICE ASSOCIATION	08/26/2016	3769	110	DED:4030 BPA REG	\$3,600.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,600.00
V21563	BREA POLICE ATHLETIC LEAGUE	08/26/2016	1068	110	DED:5010 B.P.A.L.	\$135.00
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$135.00
V21564	BREA POLICE MANAGEMENT ASSOCIATION	08/26/2016	21189	110	DED:4020 ASSOC DUES	\$242.00
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$242.00
V21565	BRUCE CAMPBELL SAND AND GRAVEL	08/26/2016	21898	110515144	TOP DRESSING FLDS 4&5	\$1,026.00
BRUCE CAMPBELL SAND AND GRAVEL						Total Check Amount: \$1,026.00
V21566	SHANNON BUCKELS	08/26/2016	12046	110212111	BUCKELS:TRAINING/CONF	\$69.12
SHANNON BUCKELS						Total Check Amount: \$69.12
V21567	C.WELLS PIPELINE MATERIALS INC	08/26/2016	13055	420515131	CABLE/CUTTER	\$455.76
		08/26/2016	13055	420515131	PLUMBING SUPPLIES	\$5,601.58
C.WELLS PIPELINE MATERIALS INC						Total Check Amount: \$6,057.34
V21568	CALIFORNIA RETROFIT, INC	08/26/2016	4447	490515151	LIGHTING	\$261.15
		08/26/2016	4447	490515151	REPLACEMENT LAMPS	\$38.77
CALIFORNIA RETROFIT, INC						Total Check Amount: \$299.92
V21569	CAMERON WELDING SUPPLY	08/26/2016	22221	480515161	WELDING SUPPLIES	\$46.24
CAMERON WELDING SUPPLY						Total Check Amount: \$46.24
V21570	CANON SOLUTIONS AMERICA, INC	08/26/2016	15260	110141441	EXCESS COPIES JUN16	\$186.60
		08/26/2016	15260	110141441	POOLED CHARGE JUL16	\$600.00
CANON SOLUTIONS AMERICA, INC						Total Check Amount: \$786.60
V21571	CARRIER CORPORATION	08/26/2016	20023	490515151	COOLING TWR SVC JUL16	\$2,098.25
CARRIER CORPORATION						Total Check Amount: \$2,098.25
V21572	CHESS CHAMPIONS	08/26/2016	25957	110404214	CHESS CLASS INSTR	\$880.00
CHESS CHAMPIONS						Total Check Amount: \$880.00
V21573	CITYGATE ASSOCIATES, LLC	08/26/2016	23178	110222211	FIRE JPA FEASIBILITY	\$7,859.92
CITYGATE ASSOCIATES, LLC						Total Check Amount: \$7,859.92
V21574	CLARK SECURITY PRODUCTS, INC.	08/26/2016	20003	490515151	DOOR HARDWARE	\$447.31
CLARK SECURITY PRODUCTS, INC.						Total Check Amount: \$447.31
V21575	CLINICAL LABORATORY OF	08/26/2016	3390	420515131	WATER SAMPLING JUL16	\$1,689.00
CLINICAL LABORATORY OF						Total Check Amount: \$1,689.00
V21576	DAVID COLEMAN	08/26/2016	15427	110222222	PARAMEDC SCH SUPPLIES	\$1,085.71
DAVID COLEMAN						Total Check Amount: \$1,085.71
V21577	COMLOCK SECURITY-GROUP	08/26/2016	13625	490515151	PUMP HOUSE KEYS	\$75.01
		08/26/2016	13625	490515151	YARD KEYS	\$65.03
COMLOCK SECURITY-GROUP						Total Check Amount: \$140.04
V21578	CONTROLLED MOTION SOLUTIONS INC	08/26/2016	19789	480515161	VACTOR HOSE REPAIR	\$100.00
CONTROLLED MOTION SOLUTIONS INC						Total Check Amount: \$100.00

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V21579	CUMMINS CAL PACIFIC LLC	08/26/2016	10996	480515161	O-RING SEAL KIT	\$306.98
CUMMINS CAL PACIFIC LLC					Total Check Amount:	\$306.98
V21580	DANIELS TIRE SERVICE	08/26/2016	3133	480515161	TIRES	\$257.04
DANIELS TIRE SERVICE					Total Check Amount:	\$257.04
V21581	DAVID EVANS AND ASSOCIATES, INC.	08/26/2016	20981	510707873	TRACKS S2 6/26-7/30	\$4,929.61
		08/26/2016	20981	510707873	TRACKS S3 6/26-7/30	\$5,921.70
		08/26/2016	20981	510707873	TRACKS S4 6/26-7/30	\$31,729.68
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$42,580.99
V21582	DE LAGE LANDEN FINANCIAL SERVICES	08/26/2016	23311	110141441	FIRE STN #3 AUG 2016	\$161.58
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.58
V21583	DEVICES FOR LIFE, LLC	08/26/2016	20410	172212141	DFL COMPL 8/16-7/18	\$4,200.00
DEVICES FOR LIFE, LLC					Total Check Amount:	\$4,200.00
V21584	ENTENMANN ROVIN COMPANY	08/26/2016	3457	110323243	RETIREMENT-J BRODHAG	\$208.51
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$208.51
V21585	ENTERPRISE FM TRUST	08/26/2016	15895	110212121	TAHOE:DMV REGN SVCS	\$438.00
		08/26/2016	15895	110212121	TAHOE:LEASE AUG 2016	\$699.59
		08/26/2016	15895	110212121	TAHOE:LEASE JUL 2016	\$248.24
		08/26/2016	15895	480515161	LEASE FORD AUG 2016	\$473.20
ENTERPRISE FM TRUST					Total Check Amount:	\$1,859.03
V21586	EQUIPMENT DIRECT INC	08/26/2016	4522	420515131	CLOTHING	\$172.82
		08/26/2016	4522	420515131	EAR PROTECTION	\$22.52
		08/26/2016	4522	490515151	GLOVES	\$102.23
EQUIPMENT DIRECT INC					Total Check Amount:	\$297.57
V21587	GAIL EVERTSEN	08/26/2016	10141	110212111	MILEAGE: EVERTSEN G	\$26.46
GAIL EVERTSEN					Total Check Amount:	\$26.46
V21588	EXTERMINETICS OF SO CALIF INC	08/26/2016	3298	110515125	PEST CONTROL SERVICES	\$240.00
		08/26/2016	3298	110515141	PEST CONTRL:AMPHITHTR	\$225.00
		08/26/2016	3298	110515141	PEST CONTROL	\$180.00
		08/26/2016	3298	420515131	PEST CONTROL	\$100.00
		08/26/2016	3298	490515151	PEST CONTROL	\$860.00
		08/26/2016	3298	490515151	PEST CONTROL SERVICES	\$320.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,925.00
V21589	FACTORY MOTOR PARTS COMPANY	08/26/2016	3504	480515161	#29915 PARTS	\$87.38
		08/26/2016	3504	480515161	#41225 PARTS	\$29.83
		08/26/2016	3504	480515161	BRAKE PADS	\$48.36
		08/26/2016	3504	480515161	HUB ASSY/BRAKE LINING	\$227.75
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$393.32
V21590	TONY FARAH	08/26/2016	24379	110404214	SELF-DEFENSE CLASS	\$60.00
TONY FARAH					Total Check Amount:	\$60.00

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V21591	GLASBY MAINTENANCE SUPPLY CO	08/26/2016	6802	490515151	PAPER TOWEL DISPNSERS	\$101.09
					GLASBY MAINTENANCE SUPPLY CO	Total Check Amount: \$101.09
V21592	DON GOLDEN	08/26/2016	10729	110323242	INSP SVCS 8/8-8/19	\$12,012.00
					DON GOLDEN	Total Check Amount: \$12,012.00
V21593	NOHELANI GORMSEN	08/26/2016	25173	110404521	MILEAGE: GORMSEN N	\$24.30
					NOHELANI GORMSEN	Total Check Amount: \$24.30
V21594	HAAKER EQUIPMENT CO.	08/26/2016	4297	480515161	MENDER- FTTNG COUPLER	\$43.60
					HAAKER EQUIPMENT CO.	Total Check Amount: \$43.60
V21595	JAMES LEE HOWE	08/26/2016	5953	110404145	GOLF CAMP INSTRUCTOR	\$160.00
					JAMES LEE HOWE	Total Check Amount: \$160.00
V21596	HUNTINGTON COURT REPORTS&TRANSCRIP.	08/26/2016	18131	110212122	TRNSCRPTN 7/16-31/16	\$620.64
					HUNTINGTON COURT REPORTS&TRANSCRIP.	Total Check Amount: \$620.64
V21597	INFOSEND, INC.	08/26/2016	19016	110404421	COUNTRY FAIR	\$55.73
		08/26/2016	19016	110404421	FAMILY FILMS 2016	\$55.73
		08/26/2016	19016	110404521	BREA TRAVEL GROUP	\$55.73
		08/26/2016	19016	110404542	FAMILY FILMS 2016	\$55.73
		08/26/2016	19016	420141421	WATER:POSTAGE JUN16	\$4,228.66
		08/26/2016	19016	420141421	WATER:PRNT/MAIL JUN16	\$1,532.33
					INFOSEND, INC.	Total Check Amount: \$5,983.91
V21598	INTERGRAPH CORPORATION	08/26/2016	18430	110141471	INTRGR CAD/RMS MAINT	\$135,947.14
					INTERGRAPH CORPORATION	Total Check Amount: \$135,947.14
V21599	JOHNSON'S CARPET CARE	08/26/2016	23220	490515151	CLEAN CHAIRS @ FS 2	\$590.00
					JOHNSON'S CARPET CARE	Total Check Amount: \$590.00
V21600	KELLY PAPER	08/26/2016	7039	110141441	PAPER	\$155.60
					KELLY PAPER	Total Check Amount: \$155.60
V21601	KME FIRE APPARATUS	08/26/2016	13369	480515161	DEFROSTER-FAN/LENS	\$265.79
		08/26/2016	13369	480515161	EMERG FIRETRCK REPAIR	\$3,831.56
					KME FIRE APPARATUS	Total Check Amount: \$4,097.35
V21602	L.N. CURTIS & SONS	08/26/2016	1053	110	SALES TAX	(\$32.72)
		08/26/2016	1053	110222221	14 FIRE BRUSH PANTS	\$3,477.60
		08/26/2016	1053	110222221	26 FIRE BRUSH PANTS	\$6,458.40
		08/26/2016	1053	110222221	BUNKER BOOTS	\$441.72
		08/26/2016	1053	110222221	FIRE BUNKER BOOTS	\$429.56
					L.N. CURTIS & SONS	Total Check Amount: \$10,774.56
V21603	LAKIN TIRE WEST, INC.	08/26/2016	12286	480515161	USED TIRE DISPOSAL	\$430.31
					LAKIN TIRE WEST, INC.	Total Check Amount: \$430.31
V21604	LAND CONCERN, LTD	08/26/2016	22942	181404250	LANDSCAPE PLANS - BCC	\$1,967.50
					LAND CONCERN, LTD	Total Check Amount: \$1,967.50

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V21605	ANNE LITTLER-BROWN	08/26/2016	20109	110404541	CONSIGNMENT SALES	\$17.50
ANNE LITTLER-BROWN						Total Check Amount: \$17.50
V21606	LJ'S ACCESS SYSTEMS, INC.	08/26/2016	18794	490515151	MAINTENANCE -P2 GATE	\$750.00
LJ'S ACCESS SYSTEMS, INC.						Total Check Amount: \$750.00
V21607	JASON LOGAN	08/26/2016	19659	110	25% FTB WITHHOLDING	(\$87.50)
		08/26/2016	19659	110	FORFEIT FEES	\$50.00
		08/26/2016	19659	110404424	6/5-7/10 FORFEIT FEES	\$300.00
JASON LOGAN						Total Check Amount: \$262.50
V21608	MAR-CO EQUIPMENT COMPANY	08/26/2016	20329	480515161	21027 SWEEPER HOPPER REPA	\$1,721.42
		08/26/2016	20329	480515161	CREDIT:SUCTION NOZZLE	(\$113.40)
		08/26/2016	20329	480515161	SWEEPER SLOT SEPARATOR	\$2,905.31
		08/26/2016	20329	480515161	WATER PUMP	\$322.20
MAR-CO EQUIPMENT COMPANY						Total Check Amount: \$4,835.53
V21609	MAYTAG SPECIALIST	08/26/2016	21269	490515151	DRYER REP(CONTROL BD)	\$380.00
MAYTAG SPECIALIST						Total Check Amount: \$380.00
V21610	CYNTHIA MCEVILLY	08/26/2016	13450	110212133	MCEVILLY:CCUG SEMINAR	\$1,059.75
CYNTHIA MCEVILLY						Total Check Amount: \$1,059.75
V21611	WILLIAM MONTALVO	08/26/2016	12387	110212111	MONTALVO:MH DEC MKG	\$13.26
WILLIAM MONTALVO						Total Check Amount: \$13.26
V21612	JENNIFER MONZON-SCROFINI	08/26/2016	20158	110404215	SUMMER CIRCUIT SPORT	\$192.50
JENNIFER MONZON-SCROFINI						Total Check Amount: \$192.50
V21613	DALE MULLINS	08/26/2016	12794	110212111	MULLINS:SP EVNT PLNG	\$138.00
DALE MULLINS						Total Check Amount: \$138.00
V21614	MUNICIPAL WATER DISTRICT	08/26/2016	3784	420515131	WATER DELIVERY JUL16	\$254,892.01
MUNICIPAL WATER DISTRICT						Total Check Amount: \$254,892.01
V21615	NICKEY PETROLEUM CO., INC.	08/26/2016	6667	480515161	VEHICLE MOTOR OIL	\$1,950.29
NICKEY PETROLEUM CO., INC.						Total Check Amount: \$1,950.29
V21616	ORANGE COUNTY SANITATION DIST.	08/26/2016	14689	110	COMM SEWER FEES JUL16	\$12,350.11
		08/26/2016	14689	110	RES SEWER FEES JUL16	\$52,512.00
		08/26/2016	14689	110000000	5% DISC COMM SF JUL16	(\$617.51)
		08/26/2016	14689	110000000	5% DISC RES SF JUL16	(\$2,625.60)
ORANGE COUNTY SANITATION DIST.						Total Check Amount: \$61,619.00
V21617	ORANGE COUNTY UNITED WAY	08/26/2016	3451	110	DED:5005 UNITED WAY	\$58.94
ORANGE COUNTY UNITED WAY						Total Check Amount: \$58.94
V21618	R.J. NOBLE COMPANY	08/26/2016	1076	420515131	ASPHALT	\$1,036.34
R.J. NOBLE COMPANY						Total Check Amount: \$1,036.34
V21619	RAY-LITE INDUSTRIES, INC.	08/26/2016	19800	490515152	REPLACEMENT LAMPS	\$958.39
RAY-LITE INDUSTRIES, INC.						Total Check Amount: \$958.39

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V21620	RICHARDS, WATSON & GERSHON	08/26/2016	8978	110111112	116 REIMBURSABLE WORK	\$3,203.00
		08/26/2016	8978	510707304	MIRAMONTES 7/15/16	\$1,177.60
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$4,380.60
V21621	RIVELLE CONSULTING SERVICES	08/26/2016	20208	470141483	ACTUARIAL REPORTS	\$4,400.00
RIVELLE CONSULTING SERVICES					Total Check Amount:	\$4,400.00
V21622	PHILIP RODRIGUEZ	08/26/2016	6580	110212111	RODRIGUEZ:SP EVNTPLNG	\$138.00
PHILIP RODRIGUEZ					Total Check Amount:	\$138.00
V21623	ROI NETWORKS	08/26/2016	21018	110141471	AVAYA PHONE SYST SUPP	\$45,705.00
ROI NETWORKS					Total Check Amount:	\$45,705.00
V21624	RUSSELL SIGLER INC.	08/26/2016	21638	490515151	DOOR STOPS	\$159.89
		08/26/2016	21638	490515151	HVAC DUCT PARTS	\$61.23
		08/26/2016	21638	490515151	HVAC MATERIAL	\$598.65
		08/26/2016	21638	490515151	HVAC T-STATS	\$63.18
RUSSELL SIGLER INC.					Total Check Amount:	\$882.95
V21625	VINCENT SANCHEZ	08/26/2016	26162	460141474	SANCHEZ:MILEAGE JUL16	\$293.76
VINCENT SANCHEZ					Total Check Amount:	\$293.76
V21626	SC FUELS	08/26/2016	16654	480515161	FUEL - 1,786 GALLONS	\$3,360.24
SC FUELS					Total Check Amount:	\$3,360.24
V21627	SHARPER IMAGE COLLISION	08/26/2016	24443	480515161	1525 ACCIDENT REPAIR	\$1,553.81
SHARPER IMAGE COLLISION					Total Check Amount:	\$1,553.81
V21628	SIGN-A-RAMA	08/26/2016	12440	110515141	SKATE PARK SIGNS	\$61.80
SIGN-A-RAMA					Total Check Amount:	\$61.80
V21629	SKATEDOGS	08/26/2016	22488	110404214	SKTEBOARD SUMMER CAMP	\$1,279.20
SKATEDOGS					Total Check Amount:	\$1,279.20
V21630	SKYHAWKS SPORTS ACADEMY, INC.	08/26/2016	18097	110404145	SKYHAWKS CAMPS	\$637.00
SKYHAWKS SPORTS ACADEMY, INC.					Total Check Amount:	\$637.00
V21631	SMART & FINAL	08/26/2016	3269	110404521	FRIDAY LUNCH	\$425.60
		08/26/2016	3269	110404521	PROG SUPPLIES	\$127.33
SMART & FINAL					Total Check Amount:	\$552.93
V21632	SO CAL LAND MAINTENANCE, INC.	08/26/2016	26009	110515141	PARKS MOWING JUL 2016	\$6,043.93
		08/26/2016	26009	360515145	PARKS MOWING JUL 2016	\$85.95
		08/26/2016	26009	360515147	PARKS MOWING JUL 2016	\$37.12
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$6,167.00
V21633	SOUTH COAST EMERGENCY VEHICLE SVC	08/26/2016	18619	480515161	POWER STEERING BRCKET	\$112.43
		08/26/2016	18619	480515161	REPAIR LADDER TRUCK	\$3,733.88
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$3,846.31
V21634	SPECTRUM GAS PRODUCTS, INC.	08/26/2016	16060	110222222	HYDROTEST SCBA	\$54.50
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$54.50

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V21635	STANLEY CONVERGENT SECURITY SOLUTN	08/26/2016	20069	110515125	MONITORING CHARGES	\$100.38
STANLEY CONVERGENT SECURITY SOLUTN					Total Check Amount:	\$100.38
V21636	STAPLES TECHNOLOGY SOLUTIONS	08/26/2016	22888	110141471	TONER	\$75.10
		08/26/2016	22888	110404311	PRINTER TONER	\$109.90
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$185.00
V21637	SUPERIOR ALARM SYSTEMS	08/26/2016	11074	360515145	1617 ALARM MONITORING	\$300.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$300.00
V21638	TERRY'S TESTING, INC.	08/26/2016	9217	341515112	BACKFLOW TESTING	\$35.00
		08/26/2016	9217	343515112	BACKFLOW TESTING	\$140.00
		08/26/2016	9217	345515112	BACKFLOW TESTING	\$175.00
		08/26/2016	9217	346515112	BACKFLOW TESTING	\$315.00
		08/26/2016	9217	347515112	BACKFLOW TESTING	\$70.00
TERRY'S TESTING, INC.					Total Check Amount:	\$735.00
V21639	THYSSENKRUPP ELEVATOR	08/26/2016	10308	490515151	ELEVATOR SERVICE CCC	\$6,556.23
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$6,556.23
V21640	TITAN WATER TECHNOLOGY, INC.	08/26/2016	25776	490515151	AUG WATER TREATMENT	\$415.00
		08/26/2016	25776	490515151	JULY WATER TREATMENT	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$830.00
V21641	TOTAL ADMINISTRATIVE SERVICE CORP.	08/26/2016	26017	110	DED:808B FSA DEPCAR	\$1,280.83
		08/26/2016	26017	110	DED:808C FSA UR MED	\$4,317.31
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$5,598.14
V21642	PAT TREMAYNE	08/26/2016	3195	110404544	TREMAYNE:MILEAGE/PRKG	\$25.56
PAT TREMAYNE					Total Check Amount:	\$25.56
V21643	TROPICAL PLAZA NURSERY, INC	08/26/2016	2062	110515143	TREE REMOVAL	\$290.00
		08/26/2016	2062	346515112	IRRIGATION REPAIR	\$234.88
		08/26/2016	2062	346515112	IRRIGATION REPAIRS	\$781.36
		08/26/2016	2062	347515112	IRRIGATION REPAIR	\$134.54
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$1,440.78
V21644	TROY SHEET METAL WORKS INC.	08/26/2016	15153	480515161	PD WNDOW BARS/RR SCRNR	\$297.57
TROY SHEET METAL WORKS INC.					Total Check Amount:	\$297.57
V21645	FERNANDO TRUJILLO	08/26/2016	22803	110404211	BCC SHADE REPAIR	\$1,250.00
FERNANDO TRUJILLO					Total Check Amount:	\$1,250.00
V21646	TURF STAR, INC.	08/26/2016	20180	110515144	LAWN MOWER PARTS	\$57.10
TURF STAR, INC.					Total Check Amount:	\$57.10
V21647	UNDERGROUND SERVICE ALERT/SC	08/26/2016	4537	420515131	UNDERGROUND TICKETS	\$162.00
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$162.00
V21648	VENDINI	08/26/2016	24179	110404542	BOX OFFICE PROC JUL16	\$1,303.25
VENDINI					Total Check Amount:	\$1,303.25

City Check Register for: Aug 26, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21649	WATEROUS COMPANY	08/26/2016	17124	480515161	WATER CHECK VALVE	\$494.23
WATEROUS COMPANY					Total Check Amount:	\$494.23
V21650	WAXIE SANITARY SUPPLY	08/26/2016	3332	490515151	68018 JANTRL SUPPLIES	\$237.17
		08/26/2016	3332	490515151	68018 ROLLS/TOWELS	\$1,145.53
		08/26/2016	3332	490515151	68018 TOWELS/ROLLS	\$902.36
WAXIE SANITARY SUPPLY					Total Check Amount:	\$2,285.06
V21651	WEST COAST ARBORISTS, INC.	08/26/2016	1556	110515125	TREE TRIMMING/REMOVAL	\$3,302.64
		08/26/2016	1556	110515142	TREE TRIMMING/REMOVAL	\$3,634.33
		08/26/2016	1556	347515112	TREE REMOVAL	\$335.20
		08/26/2016	1556	880515113	TREE TRIMMING/REMOVAL	\$1,743.06
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$9,015.23
V21652	WEST COAST SAND & GRAVEL, INC.	08/26/2016	11519	420515131	SAND	\$351.69
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$351.69
V21653	STANLEY WHITE	08/26/2016	24926	110404214	ANML HANDLNG/LIFE SCI	\$1,287.00
STANLEY WHITE					Total Check Amount:	\$1,287.00
V21654	NATHAN ZELEKE	08/26/2016	25211	110222222	PARAMEDC SCH SUPPLIES	\$1,121.05
NATHAN ZELEKE					Total Check Amount:	\$1,121.05
					Voucher Subtotal	\$714,727.14
TOTAL						\$847,349.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172903	AMERICAN PLANNING ASSOCIATION	09/02/2016	10147	110323212	MEMB:CRABTREE 16/17	\$670.00
					AMERICAN PLANNING ASSOCIATION	Total Check Amount: \$670.00
172904	GERMAN ARMAS	09/02/2016	26403	110404425	VOLUNTEEN STIPEND	\$90.00
					GERMAN ARMAS	Total Check Amount: \$90.00
172905	AT&T	09/02/2016	22390	110141471	7149110022 2277 8/14	\$224.42
		09/02/2016	22390	110141471	7149907950 4302 8/14	\$2,516.79
		09/02/2016	22390	110212133	7149907901 5259 8/14	\$176.22
		09/02/2016	22390	110212133	7149907911 5984 8/14	\$439.20
					AT&T	Total Check Amount: \$3,356.63
172906	AT&T CALNET	09/02/2016	20391	110141471	9391011962 8/22/16	\$20.46
		09/02/2016	20391	110141471	9391011968 8/22/16	\$15.35
		09/02/2016	20391	110141471	9391011970 8/22/16	\$77.33
					AT&T CALNET	Total Check Amount: \$113.14
172907	BREA OLINDA UNIFIED SCHOOL DISTRICT	09/02/2016	1970	110404428	7/28 BOOMERS/IRVINE	\$775.78
		09/02/2016	1970	110404428	8/1 BREA PLUNGE	\$199.26
		09/02/2016	1970	110404428	8/2 AROVISTA PARK	\$57.80
					BREA OLINDA UNIFIED SCHOOL DISTRICT	Total Check Amount: \$1,032.84
172908	BREA POLICE EXPLORERS	09/02/2016	17145	110212111	REIMB JUL 2016	\$847.86
					BREA POLICE EXPLORERS	Total Check Amount: \$847.86
172909	KURTIS CAMACHO	09/02/2016	26402	110404425	VOLUNTEEN STIPEND	\$125.00
					KURTIS CAMACHO	Total Check Amount: \$125.00
172910	DALE CARLSON	09/02/2016	11252	110404544	BREA FEST:ANML BALLNS	\$250.00
					DALE CARLSON	Total Check Amount: \$250.00
172911	CHICAGO TITLE COMPANY	09/02/2016	24835	280323215	HSG RHB:PIRT:WILSON	\$100.00
					CHICAGO TITLE COMPANY	Total Check Amount: \$100.00
172912	CITY OF FULLERTON	09/02/2016	12001	110222211	SHARED CMND 3/26-7/1	\$83,677.16
		09/02/2016	12001	110222212	SHARED CMND 3/26-7/1	\$38,570.01
		09/02/2016	12001	110222221	SHARED CMND 3/26-7/1	\$56,485.84
		09/02/2016	12001	110222223	SHARED CMND 3/26-7/1	\$1,740.73
		09/02/2016	12001	110222231	SHARED CMND 3/26-7/1	\$27,516.01
					CITY OF FULLERTON	Total Check Amount: \$207,989.75
172913	RYAN COON	09/02/2016	22996	110404544	BREA FEST SINGER	\$75.00
					RYAN COON	Total Check Amount: \$75.00
172914	COUNTS UNLIMITED INC.	09/02/2016	26295	510707219	TFCDATA COLL CRBN CYN	\$4,600.00
					COUNTS UNLIMITED INC.	Total Check Amount: \$4,600.00
172915	COUNTY OF ORANGE	09/02/2016	4799	110212122	FINGERPRINT ID JUL16	\$1,185.67
					COUNTY OF ORANGE	Total Check Amount: \$1,185.67
172916	CREATE A PARTY RENTALS	09/02/2016	7113	110404544	BREA FEST	\$4,530.30
		09/02/2016	7113	490515151	BREA FEST LIGHTING	\$800.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
CREATE A PARTY RENTALS					Total Check Amount:	\$5,330.30
172917	CROWN CASTLE	09/02/2016	25608	110141471	MT WILSON-LSE TRMNATN	\$11,653.82
		09/02/2016	25608	110141471	S.PEAK LEASE TERMNATN	\$11,653.82
CROWN CASTLE					Total Check Amount:	\$23,307.64
172918	DELTA DENTAL INSURANCE COMPANY	09/02/2016	26074	110	05-R103125 DENTAL SEP	\$1,374.99
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$1,374.99
172919	DIAMOND ENVIRONMENTAL	09/02/2016	24310	110404544	BREAFEST: RR/SINK	\$476.60
DIAMOND ENVIRONMENTAL					Total Check Amount:	\$476.60
172920	EDISON CO	09/02/2016	3343	110515121	ELECTRICITY JUL-AUG16	\$691.46
EDISON CO					Total Check Amount:	\$691.46
172921	BROOKE FARLEY	09/02/2016	25833	110404425	VOLUNTEEN STIPEND	\$135.00
BROOKE FARLEY					Total Check Amount:	\$135.00
172922	JAKE FARLEY	09/02/2016	26401	110404425	VOLUNTEEN STIPEND	\$90.00
JAKE FARLEY					Total Check Amount:	\$90.00
172923	CARRIE & STEVE FLANDERS	09/02/2016	19570	110000000	DEVT FEE REFUND	\$263.50
CARRIE & STEVE FLANDERS					Total Check Amount:	\$263.50
172924	FRONTIER COMMUNICATIONS	09/02/2016	26183	110212133	562 182-0146 AUG-SEPT	\$49.63
FRONTIER COMMUNICATIONS					Total Check Amount:	\$49.63
172925	THE GAS COMPANY	09/02/2016	3749	490515151	GAS 7/15-8/15/16	\$1,390.25
THE GAS COMPANY					Total Check Amount:	\$1,390.25
172926	RANDY GEORGE	09/02/2016	26386	110000000	TICKETS: THE STEPPES	\$1,072.00
RANDY GEORGE					Total Check Amount:	\$1,072.00
172927	HI STANDARD AUTOMOTIVE, LLC	09/02/2016	2226	480515161	1618 SIREN/EMERG LTS	\$1,446.40
		09/02/2016	2226	480515161	CODE3 RED&BLUE LIGHTS	\$866.81
		09/02/2016	2226	480515161	ELITE RADIO ANTENNA	\$39.42
		09/02/2016	2226	480515161	PD BUMPR/RADIO MOUNTS	\$988.64
		09/02/2016	2226	480515161	PD UV INTERIOR EQPT	\$2,780.73
HI STANDARD AUTOMOTIVE, LLC					Total Check Amount:	\$6,122.00
172928	HI-LINE INC.	09/02/2016	26326	480515161	SHOP SUPPLIES	\$393.47
HI-LINE INC.					Total Check Amount:	\$393.47
172929	CHASE KITTLESON	09/02/2016	25107	110404425	VOLUNTEEN STIPEND	\$240.00
CHASE KITTLESON					Total Check Amount:	\$240.00
172930	LEON'S TRANSMISSION SERVICE, INC.	09/02/2016	12835	480515161	26009 TRNSMSN REBUILD	\$1,977.50
LEON'S TRANSMISSION SERVICE, INC.					Total Check Amount:	\$1,977.50
172931	LIFE-ASSIST, INC.	09/02/2016	10530	110222222	PARAMEDIC SUPPLIES	\$3,265.71
LIFE-ASSIST, INC.					Total Check Amount:	\$3,265.71
172932	AMAYA LLANES	09/02/2016	26400	110404425	VOLUNTEEN STIPEND	\$125.00
AMAYA LLANES					Total Check Amount:	\$125.00
172933	SOCORRO MARTINEZ	09/02/2016	25841	110404425	VOLUNTEEN STIPEND	\$180.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SOCORRO MARTINEZ						Total Check Amount: \$180.00
172934	MCMURRAY STERN	09/02/2016	15636	490515151	PD GUN LOCKER REPAIR	\$150.00
		09/02/2016	15636	510707930	ADJ NON-PO CK #172494	(\$108,062.81)
		09/02/2016	15636	510707930	PD REMODEL	\$108,062.81
MCMURRAY STERN						Total Check Amount: \$150.00
172935	MSA-MINE SAFETY APPLIANCES COMPANY	09/02/2016	19309	110222221	MSA CAMERA REPAIR	\$3,647.00
		09/02/2016	19309	110222221	SHIPPING-MSA CAMERA	\$47.73
MSA-MINE SAFETY APPLIANCES COMPANY						Total Check Amount: \$3,694.73
172936	NAILS DE BREA	09/02/2016	18869	110000000	DEVT FEE REFUND	\$45.00
NAILS DE BREA						Total Check Amount: \$45.00
172937	NBS GOVERNMENT FINANCE GROUP	09/02/2016	26031	110222231	USERFEE/RATESTUDY JUL	\$286.50
		09/02/2016	26031	110222231	USERFEE/RATESTUDY JUN	\$226.25
		09/02/2016	26031	110323231	USERFEE/RATESTUDY JUL	\$287.00
		09/02/2016	26031	110323231	USERFEE/RATESTUDY JUN	\$226.25
		09/02/2016	26031	110323241	USERFEE/RATESTUDY JUL	\$287.00
		09/02/2016	26031	110323241	USERFEE/RATESTUDY JUN	\$226.25
		09/02/2016	26031	110515171	USERFEE/RATESTUDY JUL	\$287.00
		09/02/2016	26031	110515171	USERFEE/RATESTUDY JUN	\$226.25
NBS GOVERNMENT FINANCE GROUP						Total Check Amount: \$2,052.50
172938	OFFICE DEPOT, INC	09/02/2016	4743	110111151	OFFICE SUPPLIES	\$11.67
		09/02/2016	4743	110212111	OFFICE SUPPLIES	\$54.72
		09/02/2016	4743	110212122	OFFICE SUPPLIES	\$29.27
		09/02/2016	4743	110222211	OFFICE SUPPLIES	\$325.63
		09/02/2016	4743	110404311	OFFICE SUPPLIES	\$143.28
		09/02/2016	4743	110515111	OFFICE SUPPLIES	\$366.65
		09/02/2016	4743	130404546	OFFICE SUPPLIES	\$40.84
OFFICE DEPOT, INC						Total Check Amount: \$972.06
172939	OPENGOV, INC.	09/02/2016	25588	110141411	FIN ANALYZER 16/17	\$9,000.00
OPENGOV, INC.						Total Check Amount: \$9,000.00
172940	ORANGE COUNTY SHERIFF'S DEPT	09/02/2016	6542	110212111	HADDAD:FLD TRNG OFCR	\$55.00
ORANGE COUNTY SHERIFF'S DEPT						Total Check Amount: \$55.00
172941	VANESSA PEREZ	09/02/2016	26399	110404425	VOLUNTEEN STIPEND	\$175.00
VANESSA PEREZ						Total Check Amount: \$175.00
172942	PETTY CASH CUSTODIAN	09/02/2016	15768	110	PETTY CASH REPL 7/31	\$70.00
PETTY CASH CUSTODIAN						Total Check Amount: \$70.00
172943	CAYLIE PHILLIPS	09/02/2016	26398	110404425	VOLUNTEEN STIPEND	\$240.00
CAYLIE PHILLIPS						Total Check Amount: \$240.00
172944	RIVERSIDE COUNTY SHERIFF'S DEPT	09/02/2016	10660	110212133	KUNZE:COMM TRNG OFCR	\$164.00
RIVERSIDE COUNTY SHERIFF'S DEPT						Total Check Amount: \$164.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
172945	RLS INDUSTRIES	09/02/2016	26384	430515123	BRIARWD LIFT STN PUMP	\$121.13
RLS INDUSTRIES					Total Check Amount:	\$121.13
172946	ZHIARRIZE-LY ROSIMO	09/02/2016	25844	110404425	VOLUNTEEN STIPEND	\$240.00
ZHIARRIZE-LY ROSIMO					Total Check Amount:	\$240.00
172947	KYARA SHIELDS	09/02/2016	26397	110404425	VOLUNTEEN STIPEND	\$90.00
KYARA SHIELDS					Total Check Amount:	\$90.00
172948	SHRED-IT	09/02/2016	7438	110212122	PD DOC DESTR 8/9/16	\$156.00
SHRED-IT					Total Check Amount:	\$156.00
172949	SPATIAL ANALYSIS ETC.	09/02/2016	26388	110212111	HAEBE:ARC GIS COURSE	\$300.00
SPATIAL ANALYSIS ETC.					Total Check Amount:	\$300.00
172950	SPRINT	09/02/2016	15443	110141471	INV #105 7/15-8/14	\$1,031.66
SPRINT					Total Check Amount:	\$1,031.66
172951	SPRINT	09/02/2016	15443	110212121	INV #105 7/15-8/14	\$291.92
SPRINT					Total Check Amount:	\$291.92
172952	TAMS-WITMARK MUSIC LIBRARY, INC.	09/02/2016	10463	110404542	BYE BYE BIRDIE FEES	\$204.75
TAMS-WITMARK MUSIC LIBRARY, INC.					Total Check Amount:	\$204.75
172953	CARMELLA THOMAS	09/02/2016	25097	110404425	VOLUNTEEN STIPEND	\$240.00
CARMELLA THOMAS					Total Check Amount:	\$240.00
172954	T-MOBILE	09/02/2016	24748	110212121	GPS LOCATE 6/23/15	\$100.00
T-MOBILE					Total Check Amount:	\$100.00
172955	TOTAL ADMINISTRATIVE SERVICE CORP.	09/02/2016	26329	110141481	AUG16 FLEX ACCT FEES	\$255.00
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$255.00
172956	TOWNSEND PUBLIC AFFAIRS, INC.	09/02/2016	18881	110141413	AUG16 CONSULTING SVCS	\$1,250.00
		09/02/2016	18881	410141413	AUG16 CONSULTING SVCS	\$1,250.00
		09/02/2016	18881	420141413	AUG16 CONSULTING SVCS	\$1,250.00
		09/02/2016	18881	430141413	AUG16 CONSULTING SVCS	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$5,000.00
172957	DANTE TRUJILLO	09/02/2016	25846	110404425	VOLUNTEEN STIPEND	\$135.00
DANTE TRUJILLO					Total Check Amount:	\$135.00
172958	UNICORN METALS	09/02/2016	17181	480515161	ALUM/WELDING SUPPLIES	\$71.07
UNICORN METALS					Total Check Amount:	\$71.07
172959	UNITED RENTALS NORTHWEST, INC.	09/02/2016	7051	110404542	SPOT COOLER: BYT	\$1,338.08
		09/02/2016	7051	490515151	RENTAL:TOWABLE BOOM	\$580.54
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$1,918.62
172960	UNITED STATES POSTAL SERVICE	09/02/2016	19260	110404541	ARTS CORP POSTAGE	\$71.67
		09/02/2016	19260	110404542	ARTS CORP POSTAGE	\$71.66
		09/02/2016	19260	110404544	ARTS CORP POSTAGE	\$71.67
UNITED STATES POSTAL SERVICE					Total Check Amount:	\$215.00
172961	TORI VEGA	09/02/2016	26396	110404425	VOLUNTEEN STIPEND	\$175.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
TORI VEGA						Total Check Amount: \$175.00
172962	VISUAL PLANNING SYSTEMS	09/02/2016	4173	181404250	TINY TOTS BULLETIN BD	\$847.80
VISUAL PLANNING SYSTEMS						Total Check Amount: \$847.80
172963	STANLEY WHITE	09/02/2016	24926	110141411	RETURNED EFT-ACH FEE	(\$12.00)
		09/02/2016	24926	110404214	ANML HANDLNG/LIFE SCI	\$1,287.00
STANLEY WHITE						Total Check Amount: \$1,275.00
172964	LEILANI WHITMER	09/02/2016	25101	110404425	VOLUNTEEN STIPEND	\$240.00
LEILANI WHITMER						Total Check Amount: \$240.00
172965	ANDREW YANG	09/02/2016	26395	110404425	VOLUNTEEN STIPEND	\$90.00
ANDREW YANG						Total Check Amount: \$90.00
172966	SUNG YANG	09/02/2016	18036	110404145	TAEKWONDO INSTRUCTOR	\$25.00
SUNG YANG						Total Check Amount: \$25.00
172967	PARS	09/02/2016	26163	810000000	SEC115 PLANFEES JUN16	\$1,278.46
PARS						Total Check Amount: \$1,278.46
Check Subtotal						\$297,840.64
V21655	ADAMSON POLICE PRODUCTS	09/02/2016	4023	110212131	HOLSTER	\$111.25
ADAMSON POLICE PRODUCTS						Total Check Amount: \$111.25
V21656	ADLERHORST INT'L INC	09/02/2016	2223	110212131	JARVIS- BITE ARM&BAR	\$210.60
ADLERHORST INT'L INC						Total Check Amount: \$210.60
V21657	AEGIS ITS, INC	09/02/2016	23067	110515121	EXTRAORD SGNL MNT JUL	\$5,180.67
		09/02/2016	23067	110515121	EXTRAORD SGNL MNT JUN	\$7,034.61
		09/02/2016	23067	110515121	FIBER OPTIC SPLICING	\$5,713.00
		09/02/2016	23067	110515121	MO. SIGNAL MNT JUL16	\$2,943.50
		09/02/2016	23067	110515121	VIDEO DETECTN SYS REP	\$39,919.00
AEGIS ITS, INC						Total Check Amount: \$60,790.78
V21658	DAVID AGUIRRE	09/02/2016	12388	110212111	AGUIRRE:CHD AB/SXL AS	\$40.00
DAVID AGUIRRE						Total Check Amount: \$40.00
V21659	AKAL CONSULTANTS	09/02/2016	19771	510707251	LAMBERT/57 3/1-4/30	\$4,845.00
AKAL CONSULTANTS						Total Check Amount: \$4,845.00
V21660	ALLIANT INSURANCES SVCS	09/02/2016	13785	950000000	ILJAOC:1617 SPIP RNWL	\$1,280.40
ALLIANT INSURANCES SVCS						Total Check Amount: \$1,280.40
V21661	ALTERNATIVE HOSE, INC.	09/02/2016	18488	480515161	HOSE SWIVELS	\$27.02
ALTERNATIVE HOSE, INC.						Total Check Amount: \$27.02
V21662	ANAHEIM ICE MANAGEMENT	09/02/2016	15170	110404145	ICE SKATING CLASSES	\$378.00
ANAHEIM ICE MANAGEMENT						Total Check Amount: \$378.00
V21663	AVCOGAS PROPANE SALES & SERVICES	09/02/2016	22047	480515161	PROPANE FUEL	\$498.73
		09/02/2016	22047	480515161	PROPANE FUEL CREDIT	(\$32.99)
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$465.74

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21664	BEST LAWN MOWER SERVICE	09/02/2016	16230	480515161	SAW CHAINS	\$32.53
		09/02/2016	16230	480515161	STHIL CARBURATOR	\$72.68
BEST LAWN MOWER SERVICE					Total Check Amount:	\$105.21
V21665	BILL'S AUTO UPHOLSTERY	09/02/2016	10510	480515161	1214 SEAT REPAIR	\$65.00
		09/02/2016	10510	480515161	SEAT CUSHION REPAIR	\$275.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$340.00
V21666	BLX GROUP	09/02/2016	21902	420141431	2010 WATER REV BONDS	\$2,000.00
BLX GROUP					Total Check Amount:	\$2,000.00
V21667	BREA TOWING	09/02/2016	16399	110212121	LOG #16-1361 TOWING	\$445.00
		09/02/2016	16399	110212121	LOG #16-2126 TOWING	\$220.00
		09/02/2016	16399	110212121	LOG #16-2453 TOWING	\$120.00
		09/02/2016	16399	110212121	LOG #16-2502 TOWING	\$170.00
		09/02/2016	16399	110212121	LOG #16-2506 TOWING	\$660.00
		09/02/2016	16399	110212121	LOG #16-2617 TOWING	\$195.00
BREA TOWING					Total Check Amount:	\$1,810.00
V21668	BSN SPORTS.INC.	09/02/2016	13093	110404223	INDOOR SOCCER BALL	\$39.24
BSN SPORTS.INC.					Total Check Amount:	\$39.24
V21669	JOHN BURKS	09/02/2016	7189	110212111	BURKS:POSTCMD COLLEGE	\$138.00
JOHN BURKS					Total Check Amount:	\$138.00
V21670	CANON FINANCIAL SERVICES, INC.	09/02/2016	20648	110141441	13-COPIER LEASE SEP16	\$3,522.91
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,522.91
V21671	CASCADE FIRE EQUIPMENT	09/02/2016	6448	110222221	FIRE SUPPLIES	\$837.54
CASCADE FIRE EQUIPMENT					Total Check Amount:	\$837.54
V21672	COLONIAL LIFE PROCESSING CENTER	09/02/2016	26071	110	E4504064 CRIT ILL AUG	\$76.34
		09/02/2016	26071	110	E4504064 ST DISAB AUG	\$1,330.42
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$1,406.76
V21673	CONSTRUCTION EQUIPMENT 4 LESS.COM	09/02/2016	23583	480515161	TUNGSTN CUTTR W/DRUM	\$1,053.00
CONSTRUCTION EQUIPMENT 4 LESS.COM					Total Check Amount:	\$1,053.00
V21674	DANIELS TIRE SERVICE	09/02/2016	3133	480515161	TIRES	\$733.77
DANIELS TIRE SERVICE					Total Check Amount:	\$733.77
V21675	DARTCO TRANSMISSION SALES	09/02/2016	17719	480515161	23014 TRNSMISSION REP	\$6,997.05
		09/02/2016	17719	480515161	23014 TRNSMISSION REP	\$1,400.00
DARTCO TRANSMISSION SALES					Total Check Amount:	\$8,397.05
V21676	DELOITTE CONSULTING LLP	09/02/2016	23151	950000000	ILJAOC:1617 BDGT PREP	\$4,000.00
		09/02/2016	23151	951	ILJAOC:BRAZOS/TYLER	\$20,500.00
		09/02/2016	23151	951000000	ILJAOC:SIERRA INT PRJ	\$10,000.00
DELOITTE CONSULTING LLP					Total Check Amount:	\$34,500.00
V21677	FACTORY MOTOR PARTS COMPANY	09/02/2016	3504	480515161	BRKE PAD/SEAL/SHOEKIT	\$154.92

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$154.92
V21678	FUSCOE ENGINEERING, INC.	09/02/2016	18052	110000000	LAMBERT WQMP JUL16	\$393.00
		09/02/2016	18052	110000000	WQMP:BREA MOB JUL16	\$1,008.00
		09/02/2016	18052	410515132	NPDES SVCS JUL16	\$1,815.00
		09/02/2016	18052	510707873	WQMP:TRACKS JUL16	\$1,298.45
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$4,514.45
V21679	GALLS/QUARTERMASTER	09/02/2016	16493	110212111	UNIFORMS - RODRIGUEZ	\$194.89
		09/02/2016	16493	110212131	VIP UNIFORM - HUBER	\$88.40
		09/02/2016	16493	110212131	VIP UNIFORM-DAHLSTROM	\$39.86
GALLS/QUARTERMASTER					Total Check Amount:	\$323.15
V21680	KAREN E GREENO	09/02/2016	22361	110404214	KIDS LOVE MUSIC INSTR	\$600.00
KAREN E GREENO					Total Check Amount:	\$600.00
V21681	GRIFFIN STRUCTURES, INC.	09/02/2016	18352	510707903	PKG STR SPRBLK1 JUL16	\$5,070.00
GRIFFIN STRUCTURES, INC.					Total Check Amount:	\$5,070.00
V21682	HUNTINGTON COURT REPORTS&TRANSCRIP.	09/02/2016	18131	110212122	TRNSCRPTN 8/2-8/15/16	\$700.56
HUNTINGTON COURT REPORTS&TRANSCRIP.					Total Check Amount:	\$700.56
V21683	IMPRESSIVE SCREENWORKS	09/02/2016	1815	110404544	BREA FEST T-SHIRTS	\$40.50
IMPRESSIVE SCREENWORKS					Total Check Amount:	\$40.50
V21684	INK LINK INC	09/02/2016	22423	110404215	WELLNESS FESTVAL SIGN	\$159.84
		09/02/2016	22423	110404420	NUTCRACKER SIGN	\$365.04
INK LINK INC					Total Check Amount:	\$524.88
V21685	JOEAMERICO CALABRESE ARCHITECT	09/02/2016	20526	510707930	BREA PD REMODEL	\$400.00
JOEAMERICO CALABRESE ARCHITECT					Total Check Amount:	\$400.00
V21686	KRAUSE CONSTRUCTION	09/02/2016	19831	290323215	LUNA:CDBG 15/16	\$4,200.00
KRAUSE CONSTRUCTION					Total Check Amount:	\$4,200.00
V21687	FRANCESCO LA TORRE	09/02/2016	24398	110404521	MILEAGE:LA TORRE JUL	\$28.08
FRANCESCO LA TORRE					Total Check Amount:	\$28.08
V21688	LARSON'S FURNITURE AND CABINetry	09/02/2016	24555	490	S/TX TINYTOTS REMODEL	(\$160.00)
		09/02/2016	24555	490515151	TINY TOTS REMODEL	\$2,160.00
LARSON'S FURNITURE AND CABINetry					Total Check Amount:	\$2,000.00
V21689	LIEBERT CASSIDY WHITMORE	09/02/2016	2489	470141483	LEGAL SVCS DEC2015	\$102.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$102.00
V21690	MAKE IT "PERSONAL"	09/02/2016	19203	110212131	NAME PLATES (2)	\$8.64
MAKE IT "PERSONAL"					Total Check Amount:	\$8.64
V21691	MAR-CO EQUIPMENT COMPANY	09/02/2016	20329	480515161	SWPR SKID/SPRNG/FILTER	\$2,000.25
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$2,000.25
V21692	DAWN MENDELSON	09/02/2016	16701	110404541	CLASS REGISTRATION (9)	\$360.00
DAWN MENDELSON					Total Check Amount:	\$360.00
V21693	SHAWN NEEL	09/02/2016	5849	110212111	NEEL:ADV CHILD ABUSE	\$120.00

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SHAWN NEEL						Total Check Amount: \$120.00
V21694	ONWARD ENGINEERING	09/02/2016	22106	110000000	3300 E BIRCH ST JUL16	\$2,180.00
		09/02/2016	22106	110000000	CENTRAL PARK VILLAGE	\$120.00
		09/02/2016	22106	110000000	PA10 & 2S LA FLORESTA	\$7,180.00
		09/02/2016	22106	110000000	PW PERMIT - AT&T	\$20.00
		09/02/2016	22106	110000000	PW PERMIT - ECCU	\$40.00
		09/02/2016	22106	110000000	TIME WARNER CABLE	\$240.00
		09/02/2016	22106	110515171	MISC PW PERMITS JUL16	\$3,140.00
		09/02/2016	22106	510707452	GLENBROOK WTRLINE IMP	\$16,960.00
		09/02/2016	22106	510707710	KRAEMER TSSP JUL16	\$80.00
		09/02/2016	22106	510707711	TFC CTL TECH PH2 JUL	\$80.00
ONWARD ENGINEERING						Total Check Amount: \$30,040.00
V21695	PACIFIC TELEMANAGEMENT SERVICES	09/02/2016	19696	110141471	7147920398 AUG 2016	\$75.00
PACIFIC TELEMANAGEMENT SERVICES						Total Check Amount: \$75.00
V21696	PARSONS TRANSPORTATION GROUP	09/02/2016	25626	510707251	LAMBERT/57 PROG PMT11	\$253,928.83
PARSONS TRANSPORTATION GROUP						Total Check Amount: \$253,928.83
V21697	READWRITE EDUCATIONAL, INC.	09/02/2016	3444	110404145	MATH/READING/SKILLS	\$500.00
READWRITE EDUCATIONAL, INC.						Total Check Amount: \$500.00
V21698	SC FUELS	09/02/2016	16654	480515161	REG ETHANOL 4171 GAL	\$9,414.11
		09/02/2016	16654	480515161	UNL ETHANOL 4500 GAL	\$8,659.47
SC FUELS						Total Check Amount: \$18,073.58
V21699	SHARPER IMAGE COLLISION	09/02/2016	24443	480515161	958 ACCIDENT REPAIR	\$2,585.70
SHARPER IMAGE COLLISION						Total Check Amount: \$2,585.70
V21700	DONNA SMITH	09/02/2016	26136	110404145	WESTCOAST SWING INSTR	\$286.00
DONNA SMITH						Total Check Amount: \$286.00
V21701	SNAP-ON INDUSTRIAL	09/02/2016	17125	480515161	AIR BRAKE ADJSTR TOOL	\$57.94
SNAP-ON INDUSTRIAL						Total Check Amount: \$57.94
V21702	SPECTRUM GAS PRODUCTS, INC.	09/02/2016	16060	110222222	OXYGEN	\$28.40
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount: \$28.40
V21703	STAPLES TECHNOLOGY SOLUTIONS	09/02/2016	22888	110323211	TONER	\$329.70
STAPLES TECHNOLOGY SOLUTIONS						Total Check Amount: \$329.70
V21704	STERICYCLE, INC.	09/02/2016	11925	110212121	CA AB1807 FEE JUN16	\$0.17
		09/02/2016	11925	110212121	STERI-SAFE AUG 2016	\$436.22
		09/02/2016	11925	110212121	STERI-SAFE JUL 2016	\$369.68
STERICYCLE, INC.						Total Check Amount: \$806.07
V21705	SUNGARD PUBLIC SECTOR INC.	09/02/2016	11177	110141471	ASP BACKUP SVC SEP16	\$1,730.88
SUNGARD PUBLIC SECTOR INC.						Total Check Amount: \$1,730.88
V21706	TECHNICOLOR PRINTING	09/02/2016	24354	110404422	JR LIFEGUARD SHIRTS	\$435.09
TECHNICOLOR PRINTING						Total Check Amount: \$435.09

City Check Register for: Sep 2, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V21707	THOMSON REUTERS - WEST	09/02/2016	22020	110111112	JUL-AUG SUBSCR CHGS	\$469.79
		09/02/2016	22020	110212121	JUL 2016 INFO CHARGES	\$297.29
THOMSON REUTERS - WEST					Total Check Amount:	\$767.08
V21708	TURBO DATA SYSTEMS, INC.	09/02/2016	1472	110212122	CITATION PROCESSING	\$1,310.72
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$1,310.72
V21709	TURF STAR, INC.	09/02/2016	20180	480515161	WORKMAN BRAKE CABLES	\$254.15
TURF STAR, INC.					Total Check Amount:	\$254.15
V21710	UNITED ROTARY BRUSH CORPORATION	09/02/2016	16649	480515161	SWEEPER BROOMS (2)	\$200.88
		09/02/2016	16649	480515161	SWEEPER BROOMS (3)	\$301.32
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$502.20
V21711	US METRO GROUP, INC.	09/02/2016	24814	490515151	JANITORIAL SVCS AUG16	\$30,050.13
US METRO GROUP, INC.					Total Check Amount:	\$30,050.13
V21712	VIRTUAL PROJECT MANAGER	09/02/2016	23508	510707452	SYS MGMT-GLNBRK AUG16	\$500.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$500.00
V21713	VORTEX	09/02/2016	15007	490515151	STN#2 BAY DOOR REPAIR	\$1,475.92
VORTEX					Total Check Amount:	\$1,475.92
V21714	WEBBY DANCE COMPANY	09/02/2016	25323	110404214	JAZZ/HIPHOP/GYMNSTICS	\$858.00
WEBBY DANCE COMPANY					Total Check Amount:	\$858.00
V21715	WILLDAN ENGINEERING	09/02/2016	12445	110000000	MISC PW PERMITS 7/1	\$447.00
		09/02/2016	12445	110000000	MISC PW PERMITS JUN16	\$372.50
		09/02/2016	12445	110515171	MISC PW PERMITS	\$298.00
		09/02/2016	12445	110515171	MISC PW PERMITS JUN16	\$1,043.00
		09/02/2016	12445	110515171	SPEED ZONE STUDY JUL	\$1,791.50
		09/02/2016	12445	510707922	JASMIN DR SLOPE REHAB	\$600.00
WILLDAN ENGINEERING					Total Check Amount:	\$4,552.00
V21716	YOUNG REMBRANDTS	09/02/2016	15831	110404214	DRAWING CLASS INSTR	\$936.00
YOUNG REMBRANDTS					Total Check Amount:	\$936.00
Voucher Subtotal						\$494,263.09
TOTAL						\$792,103.73

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 09/06/2016

SUBJECT: Outgoing Payment Log and August 26, 2016 Successor Agency Check Register - Approve

Attachments

082616 SA Check Register

Successor Agency Check Register for: Aug 26, 2016

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2306	BANDERA ESTATES	08/26/2016	3121	511626224	SENIOR SUBSIDY SEP 16	\$1,270.00
BANDERA ESTATES					Total Check Amount:	\$1,270.00
2307	MEHRAB BEHVANDI	08/26/2016	4277	511626224	SENIOR SUBSIDY SEP 16	\$254.00
MEHRAB BEHVANDI					Total Check Amount:	\$254.00
2308	BREA WOODS SENIOR APARTMENTS	08/26/2016	1955	511626224	SENIOR SUBSIDY-SEP 16	\$508.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$508.00
2309	BROOKDALE - BREA	08/26/2016	4623	511626224	SENIOR SUBSIDY-SEP 16	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2310	BROOKDALE - BREA	08/26/2016	4624	511626224	SENIOR SUBSIDY SEP 16	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2311	CITY OF BREA	08/26/2016	1003	511	REIMB COSTS 15/16JUN	(\$6,504.07)
		08/26/2016	1003	511	REIMB COSTS 16/17 JUL	\$28,883.37
CITY OF BREA					Total Check Amount:	\$22,379.30
2312	CRESTMONT MOBILE HOME PARK	08/26/2016	2627	511626224	SENIOR SUBSIDY SEP 16	\$254.00
CRESTMONT MOBILE HOME PARK					Total Check Amount:	\$254.00
2313	HERITAGE PLAZA APARTMENTS	08/26/2016	1917	511626224	SENIOR SUBSIDY SEP 16	\$1,778.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$1,778.00
2314	HOLLYDALE MOBILE ESTATES	08/26/2016	4250	511626224	SENIOR SUBSIDY-SEP 16	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2315	HOLLYDALE MOBILE ESTATES	08/26/2016	4577	511626224	SENIOR SUBSIDY-SEP 16	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2316	KEYSER MARSTON ASSOCIATES, INC.	08/26/2016	2005	731000000	ANNUAL DISCLOSURE	\$780.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$780.00
2317	LAKE PARK BREA	08/26/2016	2433	511626224	SENIOR SUBSIDY SEP 16	\$3,302.00
LAKE PARK BREA					Total Check Amount:	\$3,302.00
2318	ORANGE VILLA SENIOR APARTMENTS	08/26/2016	2132	511626224	SENIOR SUBSIDY SEP 16	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2319	OUR LADY OF SOLACE	08/26/2016	4576	511626224	SENIOR SUBSIDY SEP 16	\$254.00
OUR LADY OF SOLACE					Total Check Amount:	\$254.00
2320	RANCHO BREA MOBILE HOME ESTATES	08/26/2016	4501	511626224	SENIOR SUBSIDY SEP 16	\$254.00
RANCHO BREA MOBILE HOME ESTATES					Total Check Amount:	\$254.00
2321	RICHARDS WATSON & GERSHON	08/26/2016	2280	511000000	GEN LEGAL SERVICES	\$4,555.00
RICHARDS WATSON & GERSHON					Total Check Amount:	\$4,555.00
2322	VINTAGE CANYON SENIOR APARTMENTS	08/26/2016	4081	511626224	SENIOR SUBSIDY SEP 16	\$2,032.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$2,032.00
Check Subtotal						\$38,890.30
TOTAL						\$38,890.30