



## City Council and Successor Agency to the Brea Redevelopment Agency Agenda

**Tuesday, March 7, 2017**

6:00 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

*Cecilia Hupp, Mayor*

*Glenn Parker, Mayor Pro Tem*

*Christine Marick, 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](http://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**

The City of Brea shows both live broadcasts and replays of City Council Meetings on Brea Cable Channel 3 and over the Internet at [www.cityofbrea.net](http://www.cityofbrea.net). Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

**CLOSED SESSION**  
**6:00 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 Regarding the Brea Police Management Association (BPMA) - Mario E. Maldonado, Negotiator**
- 3. Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 and the Brea City Employees' Association (BCEA) - Mario E. Maldonado Negotiator**
- 4. Conference with Legal Counsel - Anticipated Litigation - Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9. (1 case)**

**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**

**REPORTS**

- 7. Council Member Report**

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

---

**CALL TO ORDER/ ROLL CALL - COUNCIL**

8. **Pledge of Allegiance: Brea Boy Scout Troop 801**
9. **Invocation: Pastor Rick Dannenbring, Christ Lutheran Church**
10. **Presentation: History of Brea: *Brea Civic and Cultural Center***
11. **Report - Prior Study Session**
12. **Community Announcements**
13. **Matters from the Audience**
14. **Response to Public Inquiries - Mayor / City Manager**

**ADMINISTRATIVE ITEM** - *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."*

15. **General Plan Annual Report for 2016** - Receive report and public comment. Direct staff to transmit a copy of the report to the State Office of Planning and Research and Department of Housing and Community Development

**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**

16. **February 21, 2016 City Council Regular Meeting Minutes** - Approve.
17. **February 23, 2016 City Council Special Meeting Minutes** - Approve.
18. **Public, Educational, and Governmental Access Support Fee** - Second Reading to Adopt **Ordinance 1193**, Reauthorizing and Readopting the City's Public, Educational, and Governmental Access Support Fee.
19. **February 24 and March 3, 2017 City Check Registers** - Receive and File.

**CITY/ SUCCESSOR AGENCY - CONSENT**

20. **Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component (Gateway Center) and Related Payoff Agreement and Taking Certain Related Actions** - Adopt **Resolution SA 2017-02** to Approve the Successor Agency's Execution and Delivery of an Agreement to Terminate Disposition and Development Agreement. This Will Result in a One-Time Receipt of Approximately \$8 Million to the Successor Agency, Which Will Then Be Transmitted to the County Auditor-Controller for Disbursement to the Taxing Entities. The City, as One of the Taxing Entities, Will Receive Approximately 15% or \$1.2 million.
21. **Sale of Successor Agency Owned Property Located at 323 N. Brea Blvd.** - Adopt **Resolution SA 2017-03** Authorizing the Sale of Property Located at 323 N. Brea Boulevard to Better Blocks, LLC. This Will Result in a One-Time Receipt of \$950,000 to the Successor Agency, Which Will Then Be Transferred to the County Auditor-Controller for Disbursement to the Taxing Entities. The City, as One of the Taxing Entities, Will Receive Approximately 15% or \$133,000. Additionally, as the Property is Improved and the Value Increases, the Annual Property Tax Generated Will Increase.
22. **February 24, 2017 Successor Agency Check Register** - Receive and File.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

23. **City Manager**
24. **City Attorney**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

## City of Brea

---

### **COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** City Manager  
**DATE:** 03/07/2017  
**SUBJECT:** General Plan Annual Report for 2016

---

### **RECOMMENDATION**

Receive report and public comment. Direct staff to transmit a copy of the report to the State Office of Planning and Research and Department of Housing and Community Development.

### **BACKGROUND/DISCUSSION**

In 2003, Brea comprehensively updated its General Plan. Included with its adoption was an implementation program identifying the community vision for the future and establishing the fundamental framework to guide future decision-making about development, resource management, public safety, public services, and general community well-being. State Government Code Section 65400 requires an annual report be given to the legislative body on the status of implementing the goals of the General Plan. This report also covers the efforts made during the last year in implementing the programs of the Housing Element as well as building permit activity to show the progress made towards achieving our Regional Housing Needs Assessment (RHNA) allocation.

The City continues to move forward in the implementation of the Goals and Policies of the General Plan in 2016. A few key achievements include:

1. In 2016, 201 new residential units were released for occupancy in Brea. The majority of the units came from the dwellings units in the La Floresta and the Trailview Townhomes projects. The units are a mix of single-family residential, multi-family residential and townhomes units. The breakdown is as follows: 42 multi-family stacked flats, 32 townhomes and 114 single-family units from the La Floresta project and 13 townhomes from Trailview. Trailview is the first neighborhood trailhead connection via Orange Avenue to the Tracks at Brea trail providing direct pedestrian access and bicycle connection to this community facility.
2. The City has worked extensively with state and federal agencies to integrate planning and funding of recreation and trail facilities to implement related General Plan Goals and Policies. Segment 3 of the Tracks at Brea trail opened in March 2016 and includes a drinking fountain, seating areas, bike repair station and soon-to-be-installed restrooms and fitness stations. Completion of construction for Segment 4 is anticipated in Fall/Winter 2017. The community is enjoying biking, walking, and exercising on the completed sections of the Tracks and are excited for the completion of Segment 4.
3. The goals of Brea Envisions are to engage and inform the community, identify a community vision, assist in updating several City planning documents and develop a Community Strategic Plan to guide future policy decisions. Brea Envisions is divided into three phases.

Phase I developed the community's values, needs and opportunities through a series of surveys, interviews, events, and workshop activities. Phase II utilizes the community themes resulting from Phase I to develop strategic initiatives. Phase III will confirm the strategic initiatives with the community and finalize the Community Strategic Plan. Staff anticipates the process to be complete Spring, 2017.

4. The City is reducing its overall water consumption and is on right track to meet the 20 percent water reduction goal by 2020. In 2016, the City was able to achieve a 15 percent water reduction. Approximately 140 leak surveys were performed to assist resident and business. Leak surveys help reduce non-revenue water, such as pumping rates and raw water treatment costs, reduce liability, reduce repair costs, avoid system contamination and test on both sides of the meter.
5. The Brea Community Center remains the focal point for ongoing community services. The annual attendance of the center was just over 450,000 people. Classes and programs offered in 2016 include fitness and wellness programs, English as a Second Language and preventative medical screening.

### **FISCAL IMPACT/SUMMARY**

The project has no impact on the General Fund.

The Brea General Plan continues to serve as an effective guide for the orderly growth and development of our community. The City is taking steps through Brea Envisions in completing the Community Strategic Plan. This document is a precursor to updates for several City Policy documents including a focused General Plan Update, a Parks, Recreation Human Services Master Plan, a new Cultural Arts Master Plan and an organizational Strategic Plan. The 2016 Annual Report on the General Plan demonstrates the City's commitment to implement the Goals and Policies of this vision document and is an opportunity to celebrate the accomplishments and achievements of the prior year. It also reports on Brea's progress in meeting our share of Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG). The report is available for the Community's review on the City's website.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Cynthia Campana, Assistant Planner

Concurrence: Jennifer A. Lilley, AICP, City Planner

---

### **Attachments**

General Plan Annual Report for 2016

Implementation Guide

Housing Implementation Program

Housing Worksheet 2016

Housing Successor Annual Report

---



**CITY OF BREA**  
**Community Development**  
Building & Safety  
Economic Development  
Planning  
**MEMORANDUM**

---

TO: City Council

FROM: William Gallardo, City Manager

BY: David Crabtree, Community Development Director

DATE: March 7, 2017

SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2016

In 2016, the City continued to implement the Goals and Policies identified in the comprehensive update to the General Plan adopted in August 2003. As required by Section 65400 of the California Government Code, the following is the annual report on the status of the plan and a report on Brea's progress in meeting our share of the Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG).

The Brea General Plan is organized into six sections identified as "chapters," each of which includes one of the states mandated elements of the General Plan, consistent with, and pursuant to, Section 65300 of the California Government Code. The following report is organized into the chapters from the General Plan. The first appendix of the General Plan, Appendix A: Implementation Guide (Attachment A) provides the overall direction and the specific Policies to be carried out to fulfill the City Council adopted Goals intended to be achieved as a result of the General Plan Update. This appendix should be referenced for specific information regarding Goals and Policies cited in this report.

Community Development

Land Use – The City of Brea Housing Element continued compliance with state law for the 2014-2021 time period. Brea remains committed to addressing its regional housing needs for all income levels and have adopted several policies and programs that include:

- to streamline the development process for affordable housing;
- incentives to encourage and facilitate housing affordable to lower income households;
- efforts to promote and explore multi-family development within mixed use and residential zones; and
- efforts to develop and adopt design guidelines for second units and multi-family development.

These programs were added to encourage and prioritize sustainable housing projects, promote healthy communities, green building and energy conservation. Several of the programs include timing to achieve implementation within the first few years of the 2014-2021 housing cycle (see Attachment B – Housing Implementation Program Summary). In 2016, the City worked towards 14

Housing Programs (Table 1 provides a specific breakdown).

**TABLE 1: HOUSING IMPLEMENTATION PROGRAM GOALS**

MAINTAINING EXISTING HOUSING QUALITY AND AFFORDABILITY	
HOUSING PROGRAM	ACHIEVEMENT
Single-Family Rehabilitation Program	Eleven loans and grants were provided to lower income homeowners to help them rehabilitate their homes.
PROVISION OF NEW AFFORDABLE HOUSING	
HOUSING PROGRAM	ACHIEVEMENT
Affordable Housing Ordinance	The City continues to implement the Affordable Housing Ordinance integrating low to moderate income households within market rate developments. Currently, the City is working with an applicant that would implement the ordinance. This project would include new multi-family units that would provide at least 10% of their units for sale at affordable below market prices.
PROVISION OF ADEQUATE HOUSING SITES	
HOUSING PROGRAM	ACHIEVEMENT
Land Use Element and Sites Inventory	An inventory of residential and mixed use sites was completed in 2012. Staff has been working to update this residential sites inventory.
Creation of High Density/Opportunity Sites	Staff has been evaluating suitable locations for re-designation. The City is in its beginning stages of the Central City Core. This plan would evaluate opportunity areas for high density and mixed- use development.
Creation of Higher Density Residential Zoning	
Second Units	With the newly passed assembly bills, the City is currently re-evaluating the existing second unit development standards. New changes would promote second units.
REMOVAL OF GOVERNMENTAL CONSTRAINTS	
HOUSING PROGRAM	ACHIEVEMENT
Affordable Housing Incentives in Mixed Use Zoned	<p>The Central City Core is striving to start Phase one of its two phase process. The project objectives are:</p> <ol style="list-style-type: none"> <li>1. Set direction from a land use, urban design and a policy perspective for accommodating</li> </ol>
Multi-family Development in Multi-family Zones	
Multi-family Design Guidelines	

CEQA Exemptions for Infill Projects	<p>new infill development and address opportunity areas.</p> <p>2. Provide recommendation in terms of design concepts entitlement strategies, and policy to help to current developer proposals.</p> <p>3. Evaluate opportunity areas for affordable housing in terms of design and incentives. Consider creating a City Density Bonus Ordinance to better achieve both affordable housing and market-rate housing goals.</p> <p>These objectives would help achieve many housing program goals.</p>
Efficient Project Processing	

#### EQUAL HOUSING OPPORTUNITES AND SPECIAL NEEDS

HOUSING PROGRAM	ACHIEVEMENT
Fair Housing Program	The City provides educational information to the public by posting it on the City's website and at the public counter. This helps continue to promote fair housing practices.

#### SUSTAINABILITY, ENERGY EFFICIENCY AND HEALTHY COMMUNITY

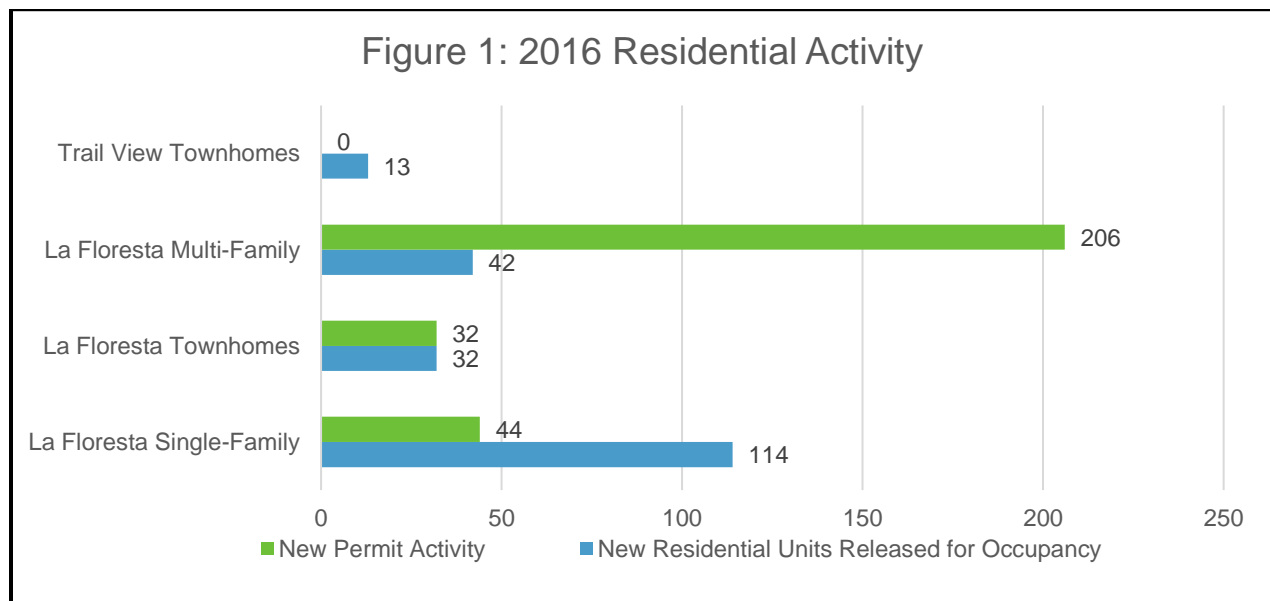
HOUSING PROGRAM	ACHIEVEMENT
Green Building	The CalGreen code was adopted and implemented 2016. The code mandates the reduction of water use, divert construction waste to recycling and to ensure heaters, air conditioners and other mechanical equipment to work efficiently.
Energy Conversation	Sustainability promotions and financial programs offered jointly by the City and Western Council of Government include Property Assessed Clean Energy (PACE) plans designed to assist residential property owners with many types of clean energy upgrades such as solar panels, cool roofs, window and door replacements, or irrigation and lighting control systems. The City also posted web links to incentivize and educate the public on how to reduce greenhouse gas emissions and manage energy consumption

The increase of the senior population is identified in the Housing Element. Seniors are a significant special needs group in Brea, comprising approximately 22% of the community's households. The senior population is expected to increase as the baby boom generation approaches retirement. With the rise of this population, rising rents are a particular concern due to the fact that many seniors are on fixed income. To assist with addressing this matter locally, Housing Program HE-22 and HE-23 have been included regarding housing affordability. The on-going effort to support a range of senior housing needs include:

- Senior Rental Subsidy program to provide monthly rental subsidies for 53 "very low" income seniors;
- Engaging seniors through case managers and liaisons to better understand and plan for senior housing opportunities; and
- Providing resources for seniors (e.g. legal aid, mediators) specializing with housing issues such as rent control and legal contracts.

As part of the La Floresta project, 266 units are designated as age qualified units for seniors 55 and up. The location of the development is centrally located to nearby restaurants, a grocery store and parks which provides seniors the ability to walk to different services. The development also includes an exclusive recreation area with a pool, gym and meetings rooms providing seniors opportunities to learn new skills and share activities. Overall, this development provides seniors with housing and amenities to help address their needs and age in place.

Housing Program HE-2, HE-4, HE-5 calls for rehabilitation and refinancing loans for rental properties. In 2016, the City assisted in the rehabilitation of 11 homes owned by low income residents through the Housing Rehabilitation Program. This was a combination of three loans and eight grants to low income Brea homeowners. The rehabilitation included reroof, window, door, siding and floor repairs and bathroom remodels.



In 2016, 201 new residential units were released for occupancy and the majority of the units came from the final releases for the dwellings units in the La Floresta project and the Trailview Townhomes project. The City also issued 282 new residential units permits and all of the new residential units were from the La Floresta project. Figure 1 is the breakdown of residential activity in 2016. The units are a mix of single-family residential units, multi-family residential units and townhomes. These residential projects are consistent with the General Plan because it provides site opportunities for the development of housing that responds to the community needs in terms of housing type, costs, and location helping achieve HE-3.1.

The City is currently working with a project applicant on two opportunity sites identified in the Housing element. The project consists of multi-family apartments, commercial uses and a new hotel. The project will meet HE-9 improving the City's supply of housing options for a wide range of income levels. The site is currently utilized for office buildings and the proposed project would implement the mixed-use zoning to incorporate residential uses within an established office complex. This would achieve Policy CD-1.1 and CD-1.9 by creating a compact, walkable, mixed use neighborhood that would effectively integrate multi-family housing with convenience and a neighborhood shopping center. The new hotel would also create new employment opportunities and would make a positive contribution to the City's tax base in compliance with Policy CD-1.3 and Policy CD-1.6. The project will be considered in 2017. If approved construction is expected to begin in 2018.

Brea Envisions provides an opportunity for the residents, business owners, youth, seniors, and others interested in Brea's future to share their vision and priorities for what Brea should be now and in the future. This three phase outreach and community planning effort engaged the community through a nine month conversation including open ended questions, surveys, interviews, workshops and one-on-one conversations to share their values and vision for Brea's future, as well as explain the needs and opportunities for Brea's future. Brea Envisions has started Phase III and the Community Strategic Plan is anticipated to be complete late Spring 2017. This document is a precursor to updates for several City policy documents including a focused General Plan Update, a Parks, Recreation, Human Services Master Plan, a new Cultural Arts Master Plan and an organizational Strategic Plan.

**Circulation** — Goal CD-11 calls for the City to provide a safe and efficient circulation system that meets the needs of the community. This year, the City completed or initiated a number of Capital Improvement Projects (CIP) to implement this goal.

The City completed the installation of a new traffic signal at the intersection of Associated Road and Sleepy Hollow Lane in accordance with CD-11.10. This included signal connection, removal of the flashing beacon, installation of signal poles, video detection system, electrical service cabinet, LED illuminated street name signs, Emergency Vehicle Pre-emption system (EVP), fiber optic cable, curb and gutter sidewalk and traffic signing and stripping. In addition, the City completed Phase 2 of the Traffic Control Technology Project. Phase 2 installed fiber optic cable and conduit, closed circuit television (CCTV) camera, video detection and Emergency Vehicle Pre-emption (EVP) throughout various street and intersections in compliance with CD-2.4. All new equipment implementation are installed in the field with the Brea City Hall Traffic Management Center (TMC).

Finally, the Tracks at Brea is a multi-year CIP project consisting of a four-mile, dual-tread trail intended to provide connection between Brea's east and west sides helping achieve CD-2.3, CD-3.1, CD-10.3, CD-11.2, CD-12.5 and CD-13.2. The Tracks Phase 2, Segment 3 was completed which included, grading, soil remediation, installation of water service, landscape implementation, lighting, and wall construction. New traffic signal improvements were also installed at Tracks at Brea within Segments 1-3. The new traffic signal modified the existing traffic signal to include pedestrian controls at the intersection of Brea Boulevard at Fire Station No. 2, State College Boulevard and Avocado Street. The Tracks at Brea provides for an extensive, integrated, and safe bicycle, hiking and pedestrian network throughout the community and helps make Brea a pedestrian-friendly community.

**Infrastructure** - Efforts in infrastructure improvements are facilitated through the City's Capital Improvement (CIP) projects. During 2016, numerous street improvement and rehabilitation projects were performed, in keeping with Policy CD-14.2.

In 2016, in compliance with Americans with Disabilities Act (ADA) requirements, ADA upgrades were completed at the Senior Center. This included a ramp and shade structure. The City's existing roof system was repaired and replaced with City furnished roofing materials per the current California Building Code in compliance with CD-27.2. The City also assembled and erected a furnished bus shelter at the existing bus stop location at the Brea Mall. Lastly, the City completed the installation of two, new 10,000 gallon, dual compartment above ground storage tanks at the City Corporate Yard and the Brea Sports Park while removing and disposing of the existing underground fuel tank system.

**Growth Management** – efforts continued toward Growth Management Goals by cooperating in the annual Congestion Management Plan update and being active in OCCOG, SCAG and other regional bodies, as prescribed by in Policies G-27.1 and G-28.1. The City received three, second units

applications that help accomplish the vision expressed for Growth Management through Policy CD-27.4. As open spaces become limited second units help provide alternative housing options.

In keeping with Policies CD-26.3, CD-27.1, CD-27.4 and CD-27.5, CD-28.1, CD-28.2 and CD-28.3, Brea continued to actively participate in regional land use and transportation planning through the Southern California Association of Governments (SCAG), Orange County Transportation Authority (OCTA), Four Corners Group, Fourth District Bikeways Collaborative and Orange County Council of Governments (OCCG). Additionally, staff is active on the Hillside Open Space Education Coalition and Orange County Senior Housing Council.

*Economic Development* – maintaining and facilitating the Business Retention and Attraction Program as called for in Goals CD-23, CD-24, and CD-25, through active participation in the Chamber of Commerce's Economic Development Committee, the North Orange County Partnership, and Business Outreach. Personalized information is provided to prospective and existing businesses. The City introduced the Shop Brea Program, a community outreach effort to encourage the community to shop within the City. The program also educates the community on how shopping in Brea benefits residents directly. Highlights of businesses and promotion of business events is also part of this program.

Further efforts to fulfill Economic Development goals include on-going coordination with the Chamber of Commerce to address the needs of existing and future businesses in the community. Staff continues to review codes, policies and implement practices to remove impediments in the system, encourage partnerships and to continue to be a business supportive community. Also the City implemented the City/Business Connect program. This effort encourages an open dialogue with elected officials, city staff and local business owners and managers to discuss the business climate, strategize helpful solutions and better understand how the City can support our local business community. The program is designed to strengthen the City's relationship with local business and give local business the opportunity to engage with City leaders.

As the City continues to work its way through steps to wind down its former redevelopment agency, we will explore new resources to be proactive in fostering economic development and affordable housing for our community. As required by state law, Attachment D details the City of Brea's (Housing Successor) fiscal activities during the 2015-2016 time period.

The Policies contained in Goals CD-1, CD-4, CD-6 and CD-23 call for the use of redevelopment set-aside funds and other funding mechanisms to assist with the development of workforce housing. In 2016, \$80,369 was added to the Affordable Housing Trust Fund and \$95,974.51 was added to the Housing Successor Fund. With the passage of Assembly Bills 26 and 1484, redevelopment agencies in California and Brea were dissolved. However, prior to this legislation there was significant progress in achieving workforce housing in Brea. The City, as Housing Successor to the redevelopment agency maintains waiting lists for both rental and ownership affordable housing. Currently, over 518 rental units are covered by affordable covenants.

The Neighborhood Enhancement Program continues as called for in Policy 1.12 with the administration of CDBG grants and loans for the improvement of low-income, owned, single family homes including mobile homes. In 2016, the City assisted in the complete rehabilitation of 11 homes.

### Community Resources

The Parks, Recreation and Human Services Commission and Community Services staff ensured current needs and services of the Community in 2016. Policies CR-1.1 – CR-1.7 call for the creation of new park space with development proposals to increase the overall availability of parks

for our growing community. A project worth noting is Central Park Village which began construction of the 1.5 acre privately owned public park called Central Park. The park is designed with a fountain plaza, splash pad, play area, bench seating and a restroom. Central Park incorporates unstructured play and passive recreation in a new large-scale residential development.

The City continues to achieve Policy CR-3.2 by maximizing the use of open space areas that are capable of supporting park-type activities by coordinating with Brea Olinda Unified School District for a school/park joint use concept that increase recreational resources.

Staff continues to encourage eligible property owners to utilize Mills Act loans and to place their property on the Historic Registry Listing, as called for in Policies CR-14.4 and CR-14.5. The Brea Historical Register currently has a total of 58 designations. The City granted a Historic Resource Designation for a house located on 909 East Elm Street. The home was identified with Carl Harvey, who played an important role in the City's social and political history. The architectural style was reflective of the Spanish Colonial Revival design in the 1930s and is located in one of the oldest neighborhoods in Brea. The granting of the Historic Resource Designation is in accordance with General Plan Goal CR-14 and CR-15 by providing physical protection to a historic building and making the community aware of the importance of historic preservation

Trails continue to be a priority to the City, as called for in the Policies and Goals of CR-7 and CR-8. The City has worked extensively with state and federal agencies to integrate planning and funding of recreation and trail facilities and to implement related General Plan Goals and Policies. In addition to completing acquisition of the parcels needed for The Tracks at Brea around 2012, the City has received over 26 grants totaling approximately \$17,500,000 for the entire trail project

Policies CR-6.1-3, CR-6.6, CR-7.4 and CR-7.1-2 require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, decorated accent paving materials, and other pedestrian improvements. The trail must ensure easy linkages to schools, commercial areas, cultural and social centers and other high pedestrian activity areas. In 2016, the infill, multi-family project, Trailview, was completed. This project is the first neighborhood trailhead connection via Orange Avenue to the Tracks at Brea Trail which provides the direct pedestrian access and bicycle connection to this community facility and broader active transportation network of Brea. The project help achieve healthy and sustainable community-based upon the green building practices as prescribed in Polices CR-11.1, CR-1.4, CR-1.5 and CR-13.2

Ongoing efforts for the National Pollution Discharge Elimination System (NPDES) and a variety of storm water control system improvements were continued, as directed in Goals CR-11 and CR-12. Over 340 catch basins, storm drains and 110 miles of main sewer lines were cleaned. Water conservation was also enhanced by requiring the use of drought tolerant plant materials for private development and using drought tolerant materials for public projects. Further, approximately 140 leak surveys were performed to assist residents and businesses to use less water which in return assists the City to meet the 20 percent water reduction goal by 2020.

Policy CR-9.3 calls for the City to preserve and restore the habitat value of creek corridors. In 2016 the City participated in Brea's 14th Inner Coastal Cleanup which consisted 165 volunteers removing debris from the Coyote Creek Watershed which discharges at Seal Beach, it was estimated that participates removed approximately 2,000 pounds of debris

Policies CR-13.1 through CR 13.8 calls for the City to promote energy conservation and improve air and water quality impacts. The City continues to lead the way regionally through implementation of sustainability initiatives aimed at improving the quality of life in Brea. Efforts include implementation of the City's Sustainability Plan and Energy Action Plan and implementing

online permitting for energy efficiency projects. The Sustainability Plan addresses energy conservation, encourages alternative modes of transportation to reduce emissions, cooperate with other public agencies, and encourages recycling.

The City of Brea's Building & Safety Division continues to adopt and implement current California Codes. The adoption of the 2016 California Codes include an updated part 11 "CalGreen" code – This code lays out specific constraints for newly constructed and significantly remodeled buildings. It requires builders to install plumbing that cuts indoor and outdoor water use by as much as 20 percent, to divert 50 percent of construction waste from landfills to recycling, and to use low-pollutant paints, carpets, and floors. It also mandates inspection of energy systems to ensure that heaters, air conditioners, and other mechanical equipment are working efficiently. For non-residential buildings, it requires the installation of water meters for different uses. Brea remains committed to addressing its regional energy needs by encouraging higher sustainable levels. Sustainability promotions and financial programs offered jointly by the City and Western Council of Government include Property Assessed Clean Energy (PACE) plans designed to assist residential property owners with many types of clean energy upgrades such as solar panels, cool roofs, window and door replacements, or irrigation and lighting control systems. Two additional financial programs – California FIRST and Figtree – were approved to assist commercial property owners with financing energy efficiency measures in their facilities. The City also posted web links to incentivize and educate the public on how to reduce greenhouse gas emissions and manage energy consumption. To encourage alternative modes of transportation and reduce emissions associated with automobile use, the City continued to implement Tracks at Brea as highlighted in the *Circulation* discussion. Finally, the City implemented a streamlined building permitting procedures for small residential solar energy systems, in order to help streamline the permitting and installation of rooftop solar energy systems and help promote renewable energy sources in the City of Brea.

Brea spearheaded the formation of the North Orange County Cities Energy Partnership along with Southern California Edison, Southern California Gas, The Energy Coalition, and the cities of Fullerton, La Habra, La Palma, Orange, Placentia, and Yorba Linda. The Partnership is a regional cluster of cities representing a population of nearly half a million residents over an area of approximately 81 square miles. To reward and encourage member cities toward more energy efficiency, the Partnership program offers larger rebates and incentives than those which are available to non-partnership cities. With Brea acting as the lead agency, the Partnership is focusing on achieving energy savings and behavioral changes in residential, commercial, and municipal sectors. The City is participating and contributing its share to those efforts by proper planning and participation in regional air quality managements programs.

### Community Services

As expressed through Policy CS-1.1, the Brea Community Center (BCC) remains the focal point for ongoing community services supporting Brea residents of all ages. The annual attendance of the BCC is just over 450,000 people. Classes and programs offered at the BCC this past year included fitness and wellness programs, and group exercise for all ages, English as a Second Language (ESL), preventative medical screenings, and the "Hands on Brea" Volunteer Program. As called for in Policies CS-1.1 and CS-1.4, special emphasis is placed on Brea's after school program for grade school ages, as well as a teen center for the teen population. The Student Advisory Board (SAB), located at the Teen Zone within the BCC, explores, designs, and implements a variety of activities including a Teen Summit. The summit is where they focus on leadership skills and community involvement. The City's after school programs continue to operate with transportation for Brea's youth to the BCC. The Brea Resource Center (also located within the BCC), as emphasized in Policy CS-1 provides extensive family support programs such as individual, couples and family counseling, support groups, case management, Medi-Cal and

Food Stamp application assistance, Veterans services, and holiday programs. The BCC is also home to early childhood education programs.

The Brea Senior Center provides home delivered meals to 35 home-bound seniors. This program is operated by volunteers. The Senior Center itself continues to offer a variety of programs and services to the local senior community, including art classes, games, computer tutoring, health screening, informative presentations, physical fitness classes, and the travel group. The senior nutrition program offers hot meals to seniors at the Center. Transportation services are available to and from the Center, along with weekly shopping trips. Case management services and resources are also available to residents.

General Plan Goal CS-8 indicates the creation of National recognition for Brea as an arts community. In 2016, one art piece was added to Brea's Art in Public Places Collection – *Interconnected*, which is the 167th sculpture to be added. Brea's program continues to be one of the largest collections of outdoor sculptures in the nation. Installation of new sculptures and tours of Brea's Art in Public Places Collection will continue to be provided in order to increase the exposure to the arts.

In keeping with Policy CS-6.1, The Curtis Theatre Performing Arts Facility entertained approximately 60,000 guests in 2016, and is considered a major contributor to the City's entertainment and restaurant business economy. The Theatre hosts a curated season of performing arts and entertainment, oversees a Youth Theatre Program with an annual registration of 515 children, and is home to a variety of businesses and non-profit organizations through its rental program. The City also continued to provide live concerts and presentations in the City Parks in 2016.

### Public Safety

The Brea Police and Fire Departments continue to enhance their services to our community through strategic deployment of personnel and utilization of resources. In keeping with Policy Goal PS-1.1, 1.7, 2.1, and 2.3 City staff meet regularly with the Police Department to identify impacts that new development will have upon police services and to ensure safety in public areas. The Brea Police department is a standing member of the staff Development Team, providing police perspective on development throughout Brea, and department members periodically participate in the Plan Check process, providing input on public safety concerns. In accordance with PS-1.5, the Community Development Fee was implemented in the La Floresta development and as a result helped fund fire protection services.

It is important to maintain and develop a community policy strategy compatible with the needs and size of the community in accordance with PS1.3. The Brea Police identified the need to add an additional police officer and also created the Police Community Outreach Coordinator to oversee all public information campaigns. The two new positions are a vital part of the Brea Police Department. As the City continues to expand more police officers are needed to cover the growing city. The Police Community Outreach Coordinator is significant part of the team as this position will relay and publish messages to different outlets such as social media platforms compliant with PS1.11.

Modern technology and equipment are vital for an effective police service, as recognized in PS-1.2 and PS-1.8. In 2016, the Police Department launched a new computer aided dispatch and records management system which is designed to increase efficiency and effectiveness. Existing technology and equipment were enhanced by the Brea Police working with the Embassy Suite and the Brea Mall. Both the Embassy Suite and Brea Mall infrastructures inhibited public safety radio communication and the Police Department addressed the issue and now receive clear communications. Brea Fire Department purchased and implemented the Auto Pulse. The Auto

Pulse is a CPR device on all fire engines to assist the first responders when confronted with a person in a cardiac arrest. The Fire Department has also installed a new 800 MHZ/XTZ 7000 dual band radios for all fire apparatus, stations, administrations and preventions.

In accordance with PS-1.7 and PS-1.11, the department remained active in community outreach efforts and maximized the use of volunteers. Community Watch programs continue to grow, and the department has continued to increase its use of social media to reach residents utilizing Nextdoor, Facebook, and Twitter to share information about the department, its services, and provide important information on crime. The Brea Police Explorers and Volunteers in Police Service (VIPS) provided 4,650 hours of volunteer service to the City.

To ensure disaster preparedness for City employees in accordance with PS-1.9, the Emergency Preparedness Coordinator organized numerous training opportunities and evacuation drills at City facilities, as well as a National Preparedness Month in which employees were provided information and resources to assist preparing at home, as well as at their workplace.

The Fire Department has also continued to implement Policies PS-1.2, PS-6.1, through its Weed Abatement Enforcement Program and compliance with the Very High Fire Hazard Areas code requirements for new residential construction. Examples of the Very High Fire Hazard Areas are Olinda Village and Blackstone. Further, all new homes are required to be equipped with automatic fire sprinklers – permits, plan check, and inspections have increased accordingly, in keeping with PS-1.6.

Goal PS-6 calls to protect the community from wild land fires and PS - 1.4 calls to fund appropriate levels of fire personnel, staff, and equipment to maintain a four to six minute response time. In 2016, the Fire Department responded to 5,445 calls for emergency fire or medical service. Policy PS-1.4 calls for the Fire Department to determine and meet community needs for fire protection and emergency services. The Fire Department conducted 523 fire inspections and 2510 fire and life safety inspections.

Goals PS-4.1 and PS-5 calls for Hazards Management cooperation with federal, state, and local agencies to effectively regulate the management of hazardous materials and hazardous waste. Additionally, the Fire Department continues to provide education and information to the community about: commonly used hazardous materials, more environmentally friendly alternative; safe recycling and disposal, ethos and the location of nearest household hazardous waste collection center.

Attachment A – Appendix A: Implementation Guide  
Attachment B – Housing Implementation Program Summary  
Attachment C – Annual Element Progress Report  
Attachment D – Housing Successor Annual Report

Appendix A

# IMPLEMENTATION GUIDE

THE CITY OF  
BREA  
GENERAL PLAN



# Appendix A

## IMPLEMENTATION GUIDE



The General Plan Implementation Guide provides a guide to implement adopted General Plan policies and plans for City elected officials, staff and the public. The purpose of the Implementation Guide is to ensure the overall direction provided in the General Plan for City growth and development is translated from general terms to specific actions.

Each implementation measure is a program, procedure, or technique that requires additional City action. This action may either occur on a City-wide basis, or in individual subareas. Some of the implementation measures are processes or procedures the City currently administers on a day-to-day basis (such as development project review), while others identify new programs or projects that will become day-to-day planning activities in Brea. The City Council, by relating the Implementation Guide to the General Plan, recognizes the importance of long-range planning considerations and budgeting to such day-to-day activities. Implementation of the specific programs will be subject to funding constraints.

The Implementation Guide is organized into five subsections that correspond to the General Plan Chapters. Each of the subsections is comprised of programs that directly relate to the policies and plans of the corresponding General Plan element.

### Use of the General Plan Implementation Guide

The Implementation Guide is intended for use as the basis for preparing the Annual Report to the City Council on the status of the City's progress in implementing the General Plan, as described in Section 65400 of the California Government Code. Because many of the individual actions and programs described in the Implementation Guide act as mitigation for significant environmental impacts resulting from planned development identified in the General Plan, the annual report can also provide a means of monitoring the application of the mitigation measures as

required by AB 3180. This Implementation Guide should be updated annually with the budget process and whenever the City's General Plan is amended or updated to ensure continued consistency and usefulness.

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION I: LAND USE									
Citywide									
CD-1.1 CD-1.2 CD-1.4 CD-1.5 CD-1.9 CD-1.11 CD-4.4 CD-6.6	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Use redevelopment set-aside funds and other funding mechanisms to assist with the development of work force housing.	Development Services  Economic Development	General fund  Redevelopment	By the end of 2004; Ongoing					
CD-1.3 CD-1.6	Structure zoning ordinance use regulations to allow a broad range of commercial and industrial businesses.  Create partnerships with the Chamber of Commerce and other local organizations to attract new businesses to the community.	Economic Development	General fund	Ongoing					
CD-1.7 CD-1.8	As part of a development impact fee program, collect funds for the acquisition and improvement of trails shown on Figure CR-2 of the Community Resources Chapter.  Require developers to provide the open space linkages and trails shown on Figure CR-2 of the Community Resources Chapter.	Development Services	Impact fees	Establish program by end of 2005; Ongoing					
CD-1.10	Revise zoning regulations for residential zones to ensure maximum preservation of open space resources.  Cooperate with conservation agencies in their efforts to acquire open space. Cooperation may include partnering City funds with private sources for strategic open space acquisitions.	Development Services	General fund  Mitigation payments	Revise ordinance by end of 2004  Ongoing					
CD-1.13	Conduct a study to determine whether existing residential zoning regulations adequately address the suitability of additions to existing residential units, the bulk of residential development, particularly as it pertains to established neighborhoods. If the study points toward a need to revise standards, revise standards accordingly.	Development Services	General fund	By the end of 2004					
CD-1.12	Continue the use of the City’s housing rehabilitation loan program and NEIGHBORHOOD ENHANCEMENT PROGRAM.	Economic Development	Redevelopment Funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-1.14	Authorize funds annually and identify necessary staff resources to allow continued implementation of the Neighborhood Preservation Ordinance.	Development Services	General Fund  Redevelopment Funds	Annually					
Focus Areas: Northwest Neighborhoods									
CD-2.1	Develop and adopt design guidelines for residential development.	Development Services	General fund	By the end of 2005					
CD-2.2	For all new residential development proposals, require that street and/or pedestrian connections are provided between existing development that abuts the new development and that new development.	Development Services	Application fees	Ongoing					
CD-2.3 CD-4.3	Study the recommendations of the <i>Street Design and Traffic Calming Recommendations for Neighborhoods 4 and 6 in the City of Brea, CA</i> study, and prioritize recommended improvements.  Identify where such traffic calming devices could be effective in reducing speeds on other residential streets.	Development Services  Economic Development	General fund; CIP funds  Redevelopment funds	Complete analysis by 2006; implement improvements as funds available					
CD-2.4	Continue to implement City ordinances regulating street trees and landscaping.	Development Services  Maintenance	General fund	Ongoing					

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-2.5	Utilize grant and loan programs to assist small businesses with façade enhancements.	Economic Development	Redevelopment funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-3.1 CD-3.2 CD-3.6	Enhance and emphasize Puente and Berry Streets as primary pedestrian routes to Central Avenue by enhanced landscaping and improved pedestrian safety.  Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood and other areas of the City with concentrations of older residents and others that rely heavily on public transit.	Development Services  Development Services, OCTA	Capital Improvement Program (CIP) funds  OCTA Federal grants	Ongoing;  Investigate by end of 2005, implement as needed					
CD-3.2	Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood.  With redevelop of commercial sites within the area, consider establishing a senior center as part of any mixed-use development.	Development Services, OCTA  Economic Development Department	OCTA Federal grants  Redevelopment funds	Investigate by end of 2005, implement as needed;  As development is proposed					
CD-3.4	Work with Chamber of Commerce to help encourage local retail businesses to market and serve residents in the Northwest area.	Economic Development, Chamber of Commerce	General Fund	Ongoing					
CD-3.5 CD-4.2	Extend the Downtown directional signage program to Central Avenue.  Establish streetscape/landscape design plans for Central Avenue and Puente and Berry Streets consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Development Services	Redevelopment funds  Capital Improvement Program (CIP) funds	By 2004;  By 2006					
Focus Areas: Downtown Brea									
CD-4.1	Use the City's Business and Attraction Program to help diversify the mix of Downtown businesses by attracting new businesses and expanding existing businesses.	Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-4.4	Revise zoning regulations to be consistent with the Land Use Plan of the General Plan, which plans for mixed-use development along the Brea Boulevard and Birch Street corridors.	Development Services	General fund	By the end of 2004					
CD-4.5 CD-4.6	Ensure Birch Street Streetscape Improvements include signage and landscape links between Downtown and Civic Center/Brea Mall area, as well as public plaza areas.	Development Services	Capital Improvement Program (CIP) funds	By 2004					
CD-4.7	Work with Cultural Arts Commission and Recreation Services to promote Brea's heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.  Use Federal, state, non-profit, and private programs and resources to promote Brea's historic resources.	Cultural Arts Commission, Recreation Services	General fund	Ongoing	CD-5.6		CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CD-4.8	Conduct a study to determine whether a trolley system that serves Downtown Brea and surrounding areas is feasible.								

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
Focus Areas: Historic Brea									
CD-5.1 CD-5.2	Establish streetscape/landscape design plans for South Brea Boulevard and Historic Brea that complement the existing historic environment and resources. Ensure plans are consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Economic Development	Capital Improvement Program (CIP) funds	By 2006					
CD-5.3	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Continue to implement the Neighborhood Enhancement Plan allowing for various rehabilitation programs.	Community Services, Economic Development							
CD-5.4 CD-5.6 CD-6.1 CD-6.5	Update and amend the Brea Towne Plaza Specific Plan to include updated standards on design guidelines for commercial development for South Brea Boulevard that respect and complement the historic character of surrounding neighborhoods.								
CD-6.2	Encourage ownership housing types such as condominiums and townhouses within in the Mixed Use III area in South Brea Boulevard.								
CD-5.5 CD-5.7	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005			CR-14.2		
Focus Areas: Carbon Canyon and Olinda Village									
CD-7.1 CD-7.3 CD-7.4 CD-8.2 CD-8.3 CD-8.7	Update and continue to implement the Brea Hillside Management Ordinance.  Implement the Hillside Development Policy within the Land Use Section of the General Plan.	Development Services, Fire and Police Services	Development fee, Environmental impact mitigation	By the end of 2004;  Ongoing					
CD-7.2	Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.	Development Services	Development fee, Environmental impact mitigation	Ongoing			CR-10.3 CR-10.5		
CD-7.5	Work with the Economic Development to assist in attracting local-serving businesses in Olinda Village and ensure the businesses are consistent with the Neighborhood Commercial designation of the Land Use Policy Map.	Development Services, Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-7.7 CD-8.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"><li>Conservation easements;</li><li>Purchase of development rights;</li><li>Transfer of development rights;</li><li>Mitigation and Land banking;</li><li>Development rights agreement; and</li><li>Open space preservation fund;</li></ul>	Development Services,	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-7.1 CD-7.5 CD-8.6		CR-4.1 CR-5.1 CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6		
CD-7.8	Investigate alternatives to the Carbon Canyon Specific Plan for regulating land use within this area. Determine whether the Plan is feasible to implement with respect to biological, infrastructure, circulation, and topographical constraints.	Development Services,	General fund	By the end of 2003					
Hillsides and Unincorporated Brea									
CD-8.4	Work with Integrated Waste Management Department of Orange County (IRWD) to ensure the proposed end use of the landfill is a county regional park.								

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-8.5	Collaborate with Federal, state, regional, local, non-profit, environmental and conservation organizations, and private entities to conserve, protect, and enhance open spaces and natural resources throughout Brea’s Planning Area.	Development Services	General fund	Ongoing	CD-1.7		CR-4.3 CR-5.3		
CD-8.6	Review development proposals to ensure projects are integrated into City’s circulation system.	Development Services	Development fees	Ongoing					
CD-8.8	Work closely with the County of Orange to emphasize the City’s need to participate in development review process of projects within Brea’s sphere of influence and surrounding unincorporated	Development Services	General fund	Ongoing					
Southeast Brea									
CD-9.1 CD-9.4	Work with the Economic Development to assist in attracting new commercial businesses in Southeast Brea that complement rather than compete with businesses along Imperial Highway and Downtown. Also assist in attracting an established quality, educational institution in this area such as a community college or a unique small-scale school such as an art college.	Development Services, Economic Development	General fund	Ongoing					
CD-9.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2		CR-7.1 CR-7.2 CR-7.5		PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.3 CD-9.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.	Recreation Services, Development Services	Development fees, General fund, Park dedication	Annually	CD-1.7 CD-1.8		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.5	See Housing Element								
CD-9.7	Have the Community Services Department to explore different cultural art options for the reuse of the Unocal center theatre.	Community Services	General fund	By the end of 2005 or after development of the Unocal Research Center					
SECTION II: CIRCULATION									
Regional Transportation Facilities									
CD-10.1 CD-10.2 CD-10.3 CD-10.4	Coordinate planned development in the planning area with needed improvements to the regional circulation system by:  1) Supporting improvement of all regional highways and freeways in the area with Caltrans; 2) Cooperate with surrounding jurisdictions to ensure efficient operation of the arterial network; and 3) Coordinating with Orange County Transit Authority (OCTA) regarding the planned regional network improvements and transit services.	Community Development, OCTA, Caltrans	General fund	Ongoing	CD-26.1				

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-10.4 CD-10.6	Create a special study area for Carbon Canyon Road to analyze local and regional impacts and alternatives to improve congestion on this roadway.	Community Development	General fund	Complete 2005					
Local Circulation System									
CD-10.5	<p>Work closely with OCTA to amend the Master Plan of Arterial Highways as follows:</p> <ul style="list-style-type: none"><li>▪ <b>Reclassify Puente Avenue and Whittier Boulevard as a Collector Arterial.</b> This modification accurately represents the function of this roadway.</li><li>▪ <b>Reclassify Brea Canyon Boulevard (north of Lambert Road) as a Collector.</b> The Collector classification best reflects the function Brea Canyon Boulevard serves during most travel hours. Only during the evening commute does the roadway experience heavy use, typically as an alternative to the crowded SR-57 freeway. The City will preserve right-of-way adequate for a Minor Arterial, but the Collector designation indicates the anticipated roadway function.</li><li>▪ <b>Reclassify South Brea Boulevard (south of Imperial Highway) as Primary Arterial.</b> This modification preserves right-of-way consistent with a Major Arterial standard but indicates the City's intention to maintain no more than two travel lanes in each direction. The land use plan provides for South Brea Boulevard to be a mixed-use, pedestrian-friendly district. The wide right-of-way will provide space for on-street parking, pedestrian enhancements, ample landscaping, and street-oriented development.</li><li>▪ <b>Eliminate Tonner/Valencia Avenue (north of Lambert Road) as Proposed Primary Arterial.</b> Land use policy north of Lambert Road does not support the MPAH alignment, nor does planned densities require a roadway of this size.</li></ul>	Community Development , OCTA	General fund	Complete MPAH by 2004					
CD-11.1 CD-11.2 CD-11.4 CD-11.7 CD-6.3	Implement the circulation system in the planning area in concert with land development to ensure adequate levels of service and monitor the operation of major streets. Future roadways must meet roadway classification specifications and performance criteria. As traffic approaches the Level of Service standards established in the Circulation Section, roadway capacity will be improved by adding through and turn lanes and other transportation measures according to the Arterial Highway Plan.	Community Development	General fund, Measure M revenue, Development fees, Other State and Federal sources, Gas tax revenue	Ongoing					
CD-11.1 CD-13.1	Establish a capital improvement program to address phasing and construction of traffic improvements and capital facilities throughout the planning area. Utilize the Capital Improvement Program (CIP) process to finance and complete the roadway and bikeway improvements specified in the Circulation Section. Update the Capital Improvement Program annually to respond to changes in local priorities and available funding sources.	Community Development	Capital Improvement Program (CIP) funds, Gas tax revenues, Federal Transportation funds	Ongoing					
CD-11.5 CD-11.9 CD-6.4	Revise and/or adopt street design standards, focused on pedestrian and bicycle safety, landscaping, traffic calming, and neighborhood character. If requested by the OCTA, consider requiring (and require developers to provide) bus loading areas or turnouts for buses.	Community Development, OCTA	General fund	Ongoing					

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-11.6	To reduce expenditures, improve design, and minimize traffic disruption, coordinate local street improvements with major transportation system improvement projects, such as widening the State Route 57 on and off ramps at Lambert Road.	Community Development, Caltrans	Capital Improvement Program (CIP) funds, Development fees, Gas tax revenue	Ongoing	CD-12.1				
CD-11.10	Coordinate with the school districts and other entities to develop “Suggested Route to School Plans” for all public and private schools in the City and for schools serving students living in Brea. Plans shall identify all pedestrians and bicycle facilities, and traffic control devices for residents to determine the most appropriate travel route. The plans shall also identify existing easements for sidewalks.	Community Development, Brea Olinda School District, La Habra City School District	General fund, Grants	Ongoing					
CD-11.10	Increase priority of pedestrian safety projects (i.e., pedestrian street crossings, sidewalks, or pathways) as part of the Capital Improvement Program. Review the need to install sidewalks or paths and crosswalks on all City streets within one-half mile of all public schools within the City.	Community Development	Capital Improvement Program (CIP) funds	Ongoing					PS-3.1 PS-3.2 PS-3.3
<b>Public Transportation System</b>									
CD-12.1 CD-12.2 CD-12.3 CD-12.4	Work with OCTA to improve transit service and encourage ridership through the following actions: <ul style="list-style-type: none"><li>Encourage provision of transit facilities in major new development and major rehabilitation projects;</li><li>Support OCTA demand-responsive (ACCESS) service and other paratransit operations ;</li><li>Work with OCTA to provide information to the public on available alterantive transportation choices and routes; and</li><li>Incorporate design features into public improvement projects that promote and support the use of public transportation.</li></ul>	Community Development, OCTA	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.3	Encourage local businesses to provide employees with transit passes or other financial incentives to use transit to commute to and from the workplace.	Community Development	General fund, Private investment	Ongoing					
CD-12.5	Identify bicycle and pedestrian projects in the CIP and through development fees that help to complete or enhance connections to bus stops.	Community Development	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.6	Work with OCTA and/or require development projects to provide transit stop enhancements including benches, shelters, schedule information, and real-time bus location data. Stop locations should be located near building entrances to encourage bus ridership.	Community Development, OCTA	General fund, Development fees	Ongoing					
<b>Bicycles and Pedestrians</b>									
CD-13.1 CD-13.3 CD-13.4	Implement the Circulation Plan to ensure Development of bicycles facilities and amenities as follows: <ol style="list-style-type: none"><li>Upgrade existing bikeways and develop new bicycle facilities in accordance with the standards and locations in the Circulation Section;</li><li>Require the provision of secure bicycle parking (e.g., racks, lockers) as part of all future development projects for non-single family residential development;</li><li>Encourage non-residential development projects to include amenities such as showers and lockers for employees to further bicycling as an alternative to automobile travel; and</li><li>Prohibit motorized vehicular traffic on trails, pathways, parks, and dedicated open space areas except for maintenance and emergency purposes.</li></ol>	Community Development	Capital Improvement Program (CIP) funds, Development fees	Ongoing			CR-6.4 CR-7.5		

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-13.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2				PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-13.1	Develop a community awareness program to encourage local use of bicycles paths, lanes, and routes including posting maps on the City’s website. Include bicycle and pedestrian safety and enforcement when developing community awareness programs.	Community Development	General fund	Ongoing			CR-6.4 CR-7.5		PS-3.1 PS-3.2 PS-3.3
CD-13.4	Make bikeway improvements a funding priority by:  1) Continuing to consider financing bikeway design and construction as part of the City’s annual construction and improvement fund; 2) Incorporating bikeway improvements as part of the Capital Improvement Program; and 3) Aggressively pursue regional funding and other Federal and State sources for new bikeways.	Development Services	Capital Improvement Program (CIP) funds, Federal and State funding sources	Ongoing			CR-6.4 CR-7.5		
SECTION III: INFRASTRUCTURE									
CD-14.1 CD-14.2 CD-14.4	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services, Maintenance Services	General Fund, development fees	Ongoing					
CD-14.2	Implement the City’s Water Master Plan recommendations for replacement, maintenance, and improvement of water services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing					
CD-14.2	Implement the City’s Sewer Master Plan recommendations for replacement, maintenance, and improvement of sewer services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing					
CD-14.1	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services	General Fund, development fees	Ongoing					
CD-14.3	Continue to balance infrastructure fees with the cost of providing infrastructure services to new development.	Maintenance Services	General Fund, development fees	Ongoing					
CD-15.1 CD-15.2	Continue to participate in the Orange County Storm Water Management Plan.	Maintenance Services	General Fund	Ongoing	CD-26.1				
CD-15.1 CD-15.2	Provide information on storm water hazards, correct disposal techniques, and recycling options within the Brea Line on a quarterly basis.	Maintenance Services	General Fund	End of 2005	CD-26.1				
CD-15.3	Consider implementing parking restrictions for all streets in Brea on days in which street sweeping occurs.	Maintenance Services	General Fund	End of 2005					
CD-16.1	Provide funding or development incentives to encourage the installation of on-line services or learning opportunities.	Development Services, Maintenance Services	General Fund	End of 2006					
CD-16.2	Examine the feasibility of developing an on-line network or City-intranet for development of on-line building permits, registration, or payment of bills	Development Services, Maintenance Services	General Fund	By end of 2006					

Community Development  
Brea General Plan Implementation Guide

SECTION IV: ECONOMIC DEVELOPMENT									
Tax Base Revenue Growth									
CD-23.1 CD-23.3 CD-23.6 CD-24.1 CD-24.2 CD-24.4 CD-24.5 CD-25.1	<p>Continue to implement and update, as needed, the Business Retention and Attraction Program, which includes a regional marketing plan, the Brea Business Beat Program, coordination of the Economic Development Committee, the North Orange County Partnership (NOCP), and participation in the Orange County Consortium, and the Orange County Business Council activities.</p> <p>Continue to coordinate with the North Orange Partnership (NOCP), Chamber of Commerce, and the Orange County Business Council to address the needs of existing and future businesses in the community. The City will work with these agencies to obtain input from the business community as to the best means for assisting local businesses and maintaining a healthy business environment.</p> <p>Continue to work with the Brea Chamber of Commerce in providing services and programs that meet the needs of Brea’s business community.</p>	Economic Development  North Orange County Partnership  Brea Chamber of Commerce			CD-4.1 CD-6.5				
CD-23.2	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the update ordinance and map over time.	Development Services	General Fund	By the end of 2004					
CD-23.5 CD-26.1	Continue to implement the Redevelopment Agency’s 5-year Implementation Plan, Agency adopted goals, and Project Area Plans.	Economic Development Department	General Fund	Ongoing	CD-6.5				
CD-23.7	Create a program (updated regularly) that identifies and advertises childcare services in the City of Brea to residents, employers, and employees in Brea.	Community Services	General fund	Complete by 2004, Ongoing					
Diversity									
CD-24.3	Work with Family Resource Center to offer educational and training opportunities for Breans.	Community Services	General fund	Ongoing					
Expansion of Downtown									
CD-25.2	Review development proposals to ensure proper site design consistent with the Zoning Ordinance Development Standards. Reconfigure parcels, consistent with the Subdivision Map Act, to ensure greater street visibility and adequate automobile and pedestrian access.	Development Services	General fund	Ongoing					
Revitalization of Aging Business Centers									
CD-26.2	Continue to provide low-interest loans to Brea businesses through the commercial Rehabilitation Loan Program that matches loans to businesses of exterior remodeling, common space upgrading, parking improvements, landscape and hardscape upgrades, and signage improvements.								
SECTION V: GROWTH MANAGEMENT									
CD-28.1	Participate in inter-jurisdictional planning forums such as the County of Orange, the Orange County Transportation Authority (OCTA) and other local jurisdictions or other appointed bodies to implement Measure M and the development of future revisions.	Development Services	General fund, Measure M	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				
CD-28.1	Participate in the inter-jurisdictional planning forums to discuss traffic improvements, cooperative land use planning and appropriate mitigation measures for development projects with multi-jurisdictional impacts.	Development Services	General fund, Measure M	Ongoing					
CD-27.5 CD-28.3	Work with inter-jurisdictional planning forums to improve the sub regional balance of jobs and housing	Development Services	General fund, Measure M	Ongoing					
CD-26.3 CD-28.2	Cooperate with state, county, and local governments in planning and implementing the City’s Circulation Element, and coordinating efforts to ensure orderly development.	Development Services	General fund, Measure M	Ongoing			CR-13.1		
CD-27.1	Coordinate population, housing, employment, and land use projections with the state Department of Finance, Southern California Association of Governments (SCAG), the County of Orange Development Monitoring Program, and local school and water districts.	Development Services	General fund, Measure M	Ongoing					
G-28.1	Continue to cooperate with the County of Orange in annually updating the Congestion Management Plan (CMP). Participating in the annual CMP update will ensure that the City receives its share of state gasoline sales tax revenue for transportation improvements.	Development Services	General fund, Measure M	Ongoing					
G-27.4 G-27.5	Provide incentives for infill development through development and parking standards in the City’s zoning code.	Development Services	General fund	By 2003					

Community Resources  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies														
					Community Development	Housing	Community Resources	Community Services	Public Safety										
SECTION VI: PARKS AND OPEN SPACE SECTION																			
Parks																			
CR-1.1 CR-1.2 CR-1.4 CR-1.5 CR-1.6 CR-1.7 CR-3.3 CR-3.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.  Properly maintain and operate the grounds and facilities of existing parks to minimize vandalism and crime, affirm safe and pleasant environments, and maximize public use and enjoyment.	Community Services, Development Services	Development fees, General fund, Park dedication funds	Annually	CD-1.7 CD-1.8 CD-8.3 CD-8.6		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3										
CR-1.3	Create new park standards of park development as follows: <table><tr><th>Type of Park</th><th>Size and Service Area</th></tr><tr><td>Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)</td><td>0.5 to 5 acres, with a ¼ mile service area radius in residential setting</td></tr><tr><td>Neighborhood Park</td><td>5-10 acres, with a ¼- to ½-mile service area radius</td></tr><tr><td>Community or Sports Park</td><td>20-50+ acres, with a ½- to three- mile service area radius</td></tr><tr><td>Regional Park</td><td>50 acres or larger</td></tr></table>	Type of Park	Size and Service Area	Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a ¼ mile service area radius in residential setting	Neighborhood Park	5-10 acres, with a ¼- to ½-mile service area radius	Community or Sports Park	20-50+ acres, with a ½- to three- mile service area radius	Regional Park	50 acres or larger	Community Services, Development Services	Development fees, General fund, Park dedication funds	Establish new standards by end of 2004;	CD-8.3				
Type of Park	Size and Service Area																		
Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a ¼ mile service area radius in residential setting																		
Neighborhood Park	5-10 acres, with a ¼- to ½-mile service area radius																		
Community or Sports Park	20-50+ acres, with a ½- to three- mile service area radius																		
Regional Park	50 acres or larger																		
CR-2.1 CR-2.2 CR-3.7	Review development proposals for potential impacts to existing public parks and open space from non-recreational uses. Ensure that new uses or facilities, including new recreation facilities, do not displace existing casual use facilities and parks.	Development Services, Community Services	Development fees	Ongoing	CD-5.4														
CR-3.1	Create a scheduling program that maximizes use of available recreational programs and facilities.	Community Services	General fund	Establish program by end of 2004;				CS-2.2 CS-2.3 CS-2.4											
CR-3.2	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services, Development Services, Brea-Olinda School District	General fund	Ongoing				CS-3.1 CS-3.2 CS-3.3 CS-6.2											
CR-3.4	Research “Rails to Trails” program and related resources for potential funding sources. Create strategy and proposal to convert abandoned segments of the Union Pacific railroad right-of-way to an additional recreational use, trail, and/or greenway.	Development Services, Community Services	General fund	Complete analysis by 2006			CR-6.4 CR-7.3												
CR-3.5	Collaborate with Federal, state, regional, and local agencies regarding the integration with existing and potential trail systems, recreational facilities, and recreation programs.	Development Services	Development fees, General fund	Ongoing			CR-4.3 CR-5.3 CR-6.1 CR-6.2 CR-6.3												
Open Space																			
CR-4.1 CR-5.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"><li>Conservation easements;</li><li>Purchase of development rights;</li><li>Transfer of development rights;</li><li>Mitigation and Land banking;</li><li>Development rights agreement; and</li><li>Open space preservation fund;</li></ul>	Development Services	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004;	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-6.7 CD-7.1 CD-7.5 CD-8.6		CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6												

## Community Resources

### Brea General Plan Implementation Guide

[illegible]

Community Resources  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION VIII: WILDLIFE HABITAT									
CR-8.1	<p>Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.</p> <p>Require development proposals to include the assessment of potential migratory birds and raptor nests (in compliance with the Migratory Bird Treaty Act and the California Fish and Game Code.) Mitigation for the presence of active nests may be conducted in the following ways:</p> <ul style="list-style-type: none"><li>▪ Prior to the commencement of tree removal during the nesting season (February – July), all suitable habitats should be thoroughly surveyed for the presence of nesting birds by a qualified biologist. If any active nests are detected, the area shall be flagged and avoided until the nesting cycle is complete; or</li><li>▪ Tree removal and grading may be delayed until after the breeding season (August-January) to ensure that no active nests will be disturbed.</li></ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fee, Environmental impact mitigation	Ongoing	CD-6.2		CR-10.3 CR-10.5		
CR-8.2 CR-9.2 CR-9.3 CR-9.4	<p>Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals:</p> <ul style="list-style-type: none"><li>▪ Natural communities;</li><li>▪ Riparian and wetland habitat (including potential jurisdictional areas);</li><li>▪ Coastal sage scrub habitat;</li><li>▪ Coast live oak habitat;</li><li>▪ Rare and endangered plant and animal species;</li><li>▪ Habitat fragmentation (including disruption of wildlife corridors); and</li><li>▪ Creeks , blue line streams, and associated tributaries;</li></ul>	Development Services	Development fee, Environmental impact mitigation	Ongoing	CD-6.3		CR-10.3 CR-10.5		
CR-8.3	<p>Require development proposals to consult with regulatory agencies, including the United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), United States Army Corp of Engineers (USACE), about natural resources if the following occurs on the project site:</p> <ul style="list-style-type: none"><li>▪ Potential take or substantial loss of occupied habitat for any threatened or endangered species; or</li><li>▪ Existing drainage features (jurisdictional area) are located within the project site.</li></ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fees	Ongoing					
CR-8.4	Work with resource agencies, universities, and other groups that help monitor wildlife and determine effectiveness of wildlife corridors.	Development Services	General fund, Development fees	Ongoing					
CR-9.1	Consult with Wildlife Corridor Conservation Authority (WCCA) to provide the proper planning, conservation, environmental protection, and maintenance of habitat and wildlife corridors.	Development Services, Wildlife Corridor Conservation Authority (WCCA)	General fund	Ongoing	CD-6.3				

Community Resources  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-9.5 CR-9.6	Investigate and create programs to manage wildlife habitat and natural resources using sound ecological principles and professionally accepted methods to protect and restore sensitive animal populations and their habitats and therefore preventing major disruptions or destruction.	Development Services, Non-profit resource groups	General fund	Establish program by end of 2006; Implement as needed					
SECTION IX: SCENIC RESOURCES									
CR-10.1 CR-10.2	Investigate creating program with standards and regulations for scenic routes and highways within the Brea Planning Area. Create program thereafter if deemed feasible.	Development Services	General fund	Investigate program by end of 2005					
CR-10.3 CR-10.5	Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals: <ul style="list-style-type: none"><li>Natural communities;</li><li>Riparian and wetland habitat (including potential jurisdictional areas);</li><li>Coastal sage scrub habitat;</li><li>Coast live oak habitat;</li><li>Rare and endangered plant and animal species;</li><li>Habitat fragmentation;</li><li>Creeks, blue line streams, and associated tributaries;</li><li>Significant tree stands.</li></ul>	Development Services	Development fees	Ongoing					
CR-10.4	Assess development proposals, including those in Brea’s Sphere of Influence, for potential impacts to important visual resources identified in the Scenic Resources Section pursuant to the California Environmental Quality Act. Require appropriate mitigation measures for all significant impacts. Consider important ridgelines, creeks, open space, views of the surrounding hillsides, and light and glare affects.	Development Services	Development fees	Ongoing			CR-4.1 CR-5.1		
CR-10.6	Work with Federal, state, regional, and other appropriate public agencies, private entities, and landowners to conserve, protect and enhance natural resources throughout Brea’s Planning Area.	Development Services	General fund	Ongoing					
SECTION X: WATER CONSERVATION AND QUALITY									
CR-11.1 CR-11.4 CR-11.5	Encourage water conservation throughout Brea in the following ways: <ul style="list-style-type: none"><li>Encourage the Maintenance Services Department to expand the production of recycled water and work with the districts to develop new uses for recycled water;</li><li>Require new projects to install and maintain a dual system when reclaimed water is available;</li><li>Require the use of drought resistant plant species (native species where possible) in landscaping for private and public areas, including parks;</li><li>Work with the Maintenance Services Department on the development of new water sources to serve the Planning Area;</li><li>Work with the Brea-Olinda School District to establish water conservation programs;</li><li>Require the incorporation of water conservation devices (including low-flush toilets, flow restriction devices and water conserving appliances) in new residential and non-residential development, public projects and rehabilitation projects; and</li><li>Continue to implement where applicable, the regulations and requirements in the Water-Conserving Landscape Ordinance.</li></ul>	Development Services, Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				

Community Resources  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-11.2	Where practical, incorporate Federal, state, and other agency policies and standards for water efficiency (e.g.: reclaimed and recycled water for landscape irrigation) into City codes, regulations , and procedures	Maintenance Services	General fund	Ongoing					
CR-11.3	Regularly review the water rate structure to ensure that it encourages efficiency and is competitive.	Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3				
CR-11.4 CR-11.6 CR-12.1 CR-12.2	To reduce pollutants in urban runoff, require new development projects and substantial rehabilitation projects to incorporate Best Management Practices pursuant to the National Pollutant System Discharge Elimination System Permit (NPDES), Santa Ana Regional Quality Water Control Board, and the County of Orange Drainage Area Master Plan to ensure that the City complies with applicable State and federal regulations.  Adopt and enforce regulations in educational efforts to eliminate pollution from urban runoff.	Development Services, Maintenance Services, Santa Ana Regional Quality Water Control Board, County of Orange,	Development fees, Drainage fees, General fund, state and Federal funding fources	Ongoing					
SECTION XI: AIR QUALITY									
CR-13.1	Continue to implement the Transportation Demand Management (TDM) ordinance that implements the provisions of the 1997 Air Quality Management Plan. The ordinance will specify various TDM methods to reduce trips and influence travel modes such as:  <ul style="list-style-type: none"><li>▪ Trip reduction programs for City staff;</li><li>▪ Van pool programs for private employers;</li><li>▪ Employee incentives for public transit use;</li><li>▪ Preferential parking for carpools;</li><li>▪ Trip reduction programs for major commercial centers; and</li><li>▪ Alternative transportation modes for major events.</li></ul> Implement the programs described in the Circulation and Land Use Sections related to transportation system management (TSM) to avoid traffic congestion and reduce related emissions levels and urban runoff pollutants resulting from excess vehicle travel miles.	Development Services	General fund	By the end of 2006	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-11.5 CD-11.6 CD-12.1 CD-12.2 CD-12.4				
CR-13.2	Promote retrofit programs by the City to reduce energy usage and consequently reduce emissions from energy consumption. Provide informational literature about available retrofit programs at City offices. Inform property owners of retrofit programs when plans for remodeling and rehabilitation projects are submitted.	Development Services, Southern California Gas Company, Southern California Edison Company	General Fund, development fees, Southern California Gas Company, Southern California Edison Company	Ongoing					
CR-13.3 CR-13.4 CR-13.5	Review development proposals for potential air and water quality impacts pursuant to the California Environmental Quality Act (CEQA), Orange County Air Pollution Control District, and the South Coast Air Quality Management District CEQA Air Quality Handbook. Construction impacts can be reduced by enforcing SCAQMD Rule 403. Reduce long-term impacts using available land use and transportation planning techniques such as:  <ul style="list-style-type: none"><li>▪ Incorporation of public transit stops;</li><li>▪ Pedestrian and bicycle linkage to commercial centers, employment centers, schools and parks;</li><li>▪ Preferential parking for carpools;</li><li>▪ Traffic flow improvements; and</li><li>▪ Employer trip reduction programs.</li></ul>	Development Services	General fund	Ongoing	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-12.1 CD-12.3 CD-12.4		CR-7.5 CR-13.4 CR-13.5		

Community Resources  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-13.6 CR-13.7 CR-13.8	<p>Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan (AQMP) and meet federal and state air quality standards for all pollutants. To ensure that new measures can be practically enforced in the region, participate in future amendments and updates of the AQMP.</p> <p>To reduce dust and particulate matter levels, implement SCAQMD’s fugitive dust control measures such as:</p> <ul style="list-style-type: none"><li>▪ Restricting outdoor storage of fine particulate matter;</li><li>▪ Controlling construction activities and emissions from unpaved areas; and</li><li>▪ Paving areas used for vehicle maneuvering.</li></ul> <p>Cooperate with the Integrated Waste Management Department’s (IWMD) Regulatory Compliance group and South Coast Air Quality Management District (SCAQMD) to enforce air quality regulations at the Olinda Alpha Landfill.</p>	Development Services, IWMD, and SCAQMD	General fund	Ongoing			CR-13.7 CR-13.8		
SECTION XII: HISTORIC RESOURCES									
CR-14.1 CR-14.3	Assess development proposals for potential impacts to significant historic and cultural resources pursuant to 15064.5 of the California Environmental Quality Act.	Development Services	Development fees	Ongoing	CD-5.4				
CR-14.2	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005;	CD-5.7				
CR-14.4 CR-14.5	Research all types of possible funding sources and financial assistance (such as California Mills Act) to help promote, preserve, and restore historical resources in Brea. Such funding sources can include, tax incentives, Federal and state funds, grants, awards, loans, and other financial sources.	Development Services	General fund, Tax credits, grants, state and Federal funding sources	Ongoing	CD-4.7				
CR-14.6	<p>List historic resources and structures to various Federal, state, and local historic registers, including Brea’s Historic Resources Register, to prevent and discourage demolition.</p> <p>Update the City’s Historic Resources Register to further increase level of awareness of Brea’s historical resources. Continue to add resources that meet City’s Historic Preservation Ordinance.</p>								
CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	<p>Work with Community Services and Recreation Services Department to promote Brea’s heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.</p> <p>Use Federal, state, non-profit, and private programs and resources to promote Brea’s historic resources.</p>	Development Services, Community Services	General fund	Ongoing	CD-4.7 CD-5.6			CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CR-15.1	Identify and implement programs to assist and encourage private property owners to preserve historic, cultural, and archaeological resources within the City.	Development Services	General fund	Ongoing					
CR-15.2	Continue to work with the City’s Historical Committee and Brea Historical Society to accomplish the goal of increasing awareness of Brea’s historic resources and the importance of their preservation. Work with Historical Society in preserving and recognizing City’s historical materials and resources. Continue to distinguish resident’s hard work for renovating and restoring historic structures with the Brea Historic Preservation Award honored by both the Brea Historical Society and City Council.	Development Services	General fund	Ongoing					
CR-15.4	Continue to work with the Brea Olinda Unified School District to provide access to the City’s information and structures that reflect the community’s history.	Development Services, Community Services	General fund	Ongoing				CS-3.1 CS-3.5	

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION XIII: HUMAN SERVICES									
CS-1.1	Continue to use the Community Center as a resource for family classes.	Community Services Department	General Fund	On-going					
	Continue to use volunteer coordinators and committees to coordinate family classes and activities.	Community Services Department	General Fund	On-going					
	Conduct an annual survey to assess the supply and demand of childcare in Brea (by a volunteer).	Community Services Department	Not applicable	Annually					
	Maintain and make available pertinent information on child care providers through referral information.	Community Services Department	General Fund	On-going					
	Encourage full integration of individuals with disabilities in all phases of community life.	Community Services Department, Development Services	General Fund	On-going					
	Advocate, enhance and maintain the delivery of meals to the homes of low income, frail seniors, through the City, County and Feedback.	Senior Citizen Advisory	General Fund	On-going					
	Maintain (in partnership) an adult day program in Brea	Community Services Department	General Fund	On-going					
	Refine and expand the existing provider inventory for disabled residents services	Community Services Department	General Fund	On-going					
	Formalize a commitment to support the Brea Family Resource Center through adopting of the Human Services Master Plan.	Community Services Department	General Fund	2003					
	Maintain support for community volunteer coordinator program	Community Services Department	Not applicable	On-going					
	Continue to offer family friendly arts experiences highlighting value and fun.	Community Services Department	General Fund	On-going				CS-5.3	
CS-1.1 CS-1.2	Maintain a Human Services Coalition to facilitate the establishment of community based agencies and organizations that provide human services.	Community Services Department	Not applicable	On-going					
	Work with the School District to collaborate on after school and summertime programs.	Community Services Department , Brea-Olinda School District,	General Fund	On-going					
	Continue to expand business involvement to support youth and families.	Community Services Department	General Fund	Develop annually					
	Evaluate parent education programs and resources for effectiveness	Community Services Department	General Fund	On-going					
	Update and evaluate community awareness campaign regarding well-being of youth, families, and available resources.	Community Services Department	General Fund	By 2004					

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.4	Continue to establish various partnerships with law enforcement.	Brea Police Department,	Not applicable	On-going					
	Identify needed teen prevention programs for particular teen age groups.	Community Services Department							
	Continue to market the volunteer program for the older population to tap into their skills and life experiences.	Community Services Department	General Fund	On-going					
	Encourage the development of long term care facilities in Brea that will serve the needs of low-income seniors.	Development Services	General Fund	2005					
	Provide programs and activities that focus on socialization, recreation, health, wellness and education needs at the Community Center. Continue vigorous effort to attract the active senior.	Community Services Department	General Fund	On-going					
	Annually provide documented information on services and programs available in the community for older population.	Community Services Department	General Fund	Annually					
	Continue to support and expand public transportation for seniors.	Community Services Department, Development Services Department	General Fund	On-going					
	Expand the supply of quality licensed home childcare providers as need is determined through survey data. Explore the feasibility of including child care impact mitigation in development agreements. Continue to be available for cooperative daycare programs with Brea Olinda School District.	Brea, Olinda School District, Development Services	General Fund	Conduct survey by end of 2005					
	Continue to provide free meeting space for senior citizens' groups at the Brea Senior Center	Community Services Department	General Fund	On-going					
	Support and sustain the activities of the Brea Senior Center including transportation and the lunch program	Community Services Department	General Fund	On-going					
	Encourage quality services targeted to Brea residents with disabilities, such as Brea Express	Community Services Department	General Fund	On-going					
	Expand and support youth volunteer programs to encourage community involvement.	Community Services Department	General Fund	On-going					
	Support and enhance the Case Management Program, the Homemaker Program, and Respite Service program delivered from the Brea Senior Center for "frail elderly"	Senior Citizen Advisory	General Fund	On-going					
CS-1.1 CS-1.2 CS-1.4	Develop and expand hotline for teens with updated programs and services.	Community Services Department	General Fund	Implement hotline and other programs by late 2006					
	Investigate the feasibility of Youth Council and annually evaluate the level of participation of Student Advisory Board (7 <sup>th</sup> & 8 <sup>th</sup> graders).	Community Services Department, Brea-Olinda School District	General Fund	Begin investigation by 2005					
	Evaluate effectiveness of youth employment program for teens.	Community Services Department	General Fund	Annually					
CS-1.1 CS-1.2 CS-1.4	Encourage the development of local recreational alternatives for older teens (17-19)	Community Services Department	General Fund	On-going					

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.3 CP-1.4	Continue to strive to establish sports programs to meet the developmental skills/ differences of youth.	Community Services Department	General Fund	On-going					
CS-1.1 CS-1.6	Annually evaluate After School Program at the Community Center. Involve participants and their parents in determining future programs and activities.	Community Services Department	General Fund	Annual					
	Host a regular “convening” of service group stakeholders every two years. Inform service providers of the volunteer coordinator’s role.	Community Services Department, Development Services Department	General Fund	Every 2 years					
	Create a formal community education system and conduct personal outreach to senior citizens.	Community Services Department	General Fund	End of 2006					
	Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department.	Community Services Department, Brea Police Department	General Fund	On-going					
CS-1.2 CS-1.3	Encourage bilingual families/parents to volunteer at the community center	Community Services Department	Not applicable	On-going					
CS-1.2 CS-1.4	Offer a shuttle bus from the community center to the junior high school.	Community Services Department	General Fund	2004					
CS-1.3	Offer free/low cost child care at the site of ESL classes.	Community Services Department	General Fund	2003					
	Encourage the continuation and development of after school and evening programs for children and youth. Maximize participation by increasing the number of locations where the programs are provided and supporting transportation options to these locations.	Development Services Department	General Fund, Redevelopment, Impact fees	On-going					
	Develop a focused implementation plan that will examine the needs of youth, senior, and cultural integration programs in Brea. The Plan will examine existing needs, resources, and service gaps.	Community Services Department	General Fund	2004					
CS-1.4	Create developer incentives (such as increased floor area ratio or reduced parking requirements) for employers or developers who include child and/or senior care facilities in the design of new housing and commercial buildings.	Development Services Department	Impact fees	2004					
	Provide an internet link and description of community clubs on the City’s website.	Development Services Department	General Fund	2003					
CS-1.4 CS-1.5	Establish/designate a series of days which focus on specific charitable events/programs that service clubs could jointly support to the level of capability.	Community Services Department	Not applicable	2004					
CS-1.4 CS-1.5 CS-1.6 CS-1.7	Look into volunteers at the senior center, cultural organizations and high school students to translate at schools and school events such as during Parent Teacher nights.	Community Services Department, Brea Olinda Unified School District	Not applicable	On-going					
CS-1.5	Establish “volunteer time” as a community service credit for city employees working for community organizations or at events.	Community Services Department	Not applicable	2003					
	The City shall work with faith based organizations in the community to expand children-oriented services to the youth of Brea.	Community Services Department	Not applicable	On-going					

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.5 CS-1.6	Develop a coordination director or liaison between the city and community groups. This position would coordinate the assistance of service clubs to assist/perform charitable programs such as “taste of Brea”, “Fourth of July” and other similar events. This would also help in informing clubs when any city assets/equipment is available/planned for redistribution.	Brea Community Services Department	General Fund	2003					
CS-1.6	Establish tangible incentives and recognition programs to high school volunteers for community service.	Brea Olinda Unified School District	Not applicable	2003					
SECTION XIV: RECREATIONAL SERVICES									
CS-2.1	The City shall strive to meet the growing recreational needs of residents through the acquisition of new programs and recreational facilities.  Support community and senior services agencies with developing recreational outreach programs.	Community Services Department	General Fund	On-going  Development implementation program by 2005.					
CS-2.2	Work with the Brea Olinda School District to develop after school recreational opportunities for teens and youth.	Community Services Department, Brea Olinda School District	General Fund,	On-going					
CS-2.3	Partner with private agencies and employment centers to develop recreational programs such as work-related sports leagues and fitness days.	Community Services Department	General Fund	2003					
CS-2.4	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services Department , Brea Olinda School District	General Fund	On-going			CR-3.2 CR-1.5		
CS-2.5	Continue to support the role of the Parks, Recreation, and Human Services Commission.	Community Services Department	General Fund	On-going					
SECTION XV: EDUCATION SERVICES									
CS-3.1	Work with the Brea Olinda Unified School District to determine ways that schools can be made more available to the community for weekend and evening use.  Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department  Cooperate with existing public and non-profit service agencies to develop a service program that will coordinate the efforts of providing education to children and youth in Brea.	Brea Olinda Unified School District, Development Services Department	General Fund	On-going					
CS-3.2	Provide regular status reports to the Brea Olinda Unified School District on potential and approved development projects. Review development proposals and amendments for consistency with school facility requirements.	Brea Olinda Unified School District, Development Services Department	General Fund	Implement by 2005.					PS ES-1.3
CS-3.1 CS-3.2	Explore creating a part-time school and city liaison position.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					
CS-3.3	Work with the Brea Olinda school district to assess development impact fees and other potential funding sources for the development of new school facilities.	Brea Olinda Unified School District, Planning Department	General fund	On-going		ES-1.3			
CS-3.2 CS-3.3	Require an assessment of school impacts prior to the approval of development projects that require legislative acts, including general plan amendments and zoning changes.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-3.4 CS-3.5	Offer a shuttle bus from the community center to the junior high school.	Brea Olinda Unified School District, Development Services	General Fund	Investigate feasibility by end of 2004.					
CS-3.6	Encourage the establishment of a post-secondary educational institution such as an art school, satellite university campus, or vocation school. Provide funding and regulatory incentives to facilitate development.	Economic Development, Development Services	Impact fees and outside funding sources	Commence investigation by 2005.					
SECTION XVI: LIBRARY SERVICES									
CS-4.1	Encourage adequate library services not only for general users of the facility, but also those involved with children’s programming and English as a second language users.	Orange County Library	General Fund	On-going					
CS-4.1 CS-4.3	Establish an advisory network composed of representatives of local public facility and service provider, City officials, the Brea Olinda School District and the Orange County Public Library. This network would not be a standing board of the City, but rather, a group that periodically meets and advises the Orange County Library in order to ensure that the community’s needs for library services are being met.  Explore possible joint marketing Library programs with City and Schools.	Orange County Library, City of Brea, Brea Olinda Unified School District	General Fund	2004  Investigate feasibility by 2004.					
CS-4.3	Identify and continually monitor library service needs in the community through surveys and outreach.  Provide advanced communication opportunities for the public at City libraries.  Explore need for citizens support group for the Library.  Continue effort to expand existing Library programs through the use of teen and adult volunteers.	Orange County Library, Community Services Department	General Fund	2003  Ongoing  Investigate program by 2005.  On-going					
CS-4.4	Cooperate with the Orange County Public Library system, in exploring the development of maintaining a new or expanded library facility in the community.	Orange County Library	General Fund	Investigate feasibility by 2005.					
SECTION XVII: CULTURAL ARTS									
CS-5.1	Continue implementation of the Arts in Public Places Program.	Community Services Department, Development Services	General Fund, Development fees	On-going					
CS-5.1 CS-5.11	Prepare a Cultural Arts Master Plan.	Community Services Department	General Fund	Complete Plan by end of 2005					
CS-5.2	Work with the Brea Historical Society to establish criteria to include more representation of Brea’s history and historical resources in arts programs and public art.	Community Services Department,	General fund, Development fees	On-going					
CS-5.2 CS-5.9	Explore new and creative methods for capturing and preserving the cultural heritage of the community, such as oral history programs and videotapes.	Community Services Department	General Fund	2005					
CS-5.3	Continue to integrate the fine arts into the After School Program.  Continue to establish art internships.	Community Services Department	General Fund	On-going					
CS-5.3 CS-5.7	Cooperate with the Brea Olinda Unified School District, local private schools and colleges to increase art education in Brea.	Community Services Department , Brea Olinda School District	General fund, School District funds	On-going					
CS-5.4	Develop an art recognition or awards program to recognize local artists.	Community Services Department	General Fund	Establish program by end of 2005					

Community Services  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-5.5	Develop opportunities for live/work “artist loft” housing for artist through zoning, regulatory incentives and funding. Restrict these units for use by local artists.	Community Services Department, Development Services	General Fund	Explore development of program by end of 2005. Implement as needed.					
CS-5.6	Adopt a plaque program to recognize culturally important and heritage sites.  Continue implementation of the Art Shelter program for public bus stops.  Develop program objectives and provide detailed standards and guidelines for the installation of public art, with an emphasis on the relationship between local history and public art. Address issues of artist selection, project siting, funding, etc. There should be close coordination with the Streetscape Standards & Guidelines and the Environmental Graphics Program.	Community Services Department	General Fund	Develop of program by 2006  On-going  Develop program by 2006					
CS-5.8	Examine possible private/public partnerships to further cultural arts awareness and programs.	Community Services Department	General Fund	On-going					
CS -5.11	Consider developing an ‘arts shuttle’ similar to the arts shuttle in Laguna Beach and Pasadena that provides transportation to different venues in Brea.	Community Services Department, Development Services	General Fund	Explore feasibility of shuttle by 2005.					
CS-5.12	On a periodic basis, poll the community to identify demand for cultural arts programs and to determine whether needs/desires are being met.	Community Services Department	General Fund	Develop survey by end of 2004. Poll community every two years.					
CS -6.1	Continue to utilize and promote the Curtis Theater, Brea Gallery, and the Community Center for cultural art venues.	Community Services Department	General Fund	On-going					
CS-6.2	Develop joint-use agreements with the Brea Olinda School District for the sharing of performance and exhibit spaces.	Community Services Department, Brea Olinda School District	General Fund	Begin development of agreements by 2004					
CS-6.3 CS-6.3	Examine opportunities within existing structures and new development for the exhibit spaces or performance venues.	Community Services Department, Development Services	General Fund	2005					
CS- 7.2	Encourage Brea talent to apply for grants for public art creation and programs.	Community Services Department	General Fund	On-going					
CS-7.1 CS- 8.1	Apply for state, federal, local and private grants to increase participation and promote Brea’s cultural arts programs.	Community Services Department	General Fund	2005 and as needed					
CS-7.3	Encourage City staff to volunteer at City-sponsored arts events.	Community Services Department, City of Brea	General Fund	On-going					
CS-7.2 CS--8.1	Work with non-profit, private and community organizations to provide funding, volunteer and exposure for cultural arts activities. Explore the development of a community or privately sponsored plaque or mural program.	Community Services Department	General Fund	On-going					

Public Safety  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION XVIII: EMERGENCY SERVICES AND SAFETY									
PS-1.1	Ensure that city staff continues to meet with the Brea Police Department to identify community needs, issues and any impacts that new development might have on police services. Evaluate the need for additional police facilities to serve new development.	Police Services	General fund	Ongoing					
PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.3	Evaluate the number of officers, total population, and crime statistics to ensure that appropriate levels of police protection are provided citywide.	Police Services	General fund	Ongoing					
PS-1.4	Fund appropriate levels of fire personnel, staff, and equipment, to maintain a four- to six-minute emergency response time for fire emergencies.	Police Services, Fire Services	General fund	Ongoing					PS-6.2
	Utilize wildland urban fire hazard mitigation techniques involving vegetation modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.	Development Services, Fire Services	General fund	Ongoing					PS-6.2 PS-6.3
PS-1.5	Require new development to pay for increased fire protection as necessitated by a particular development..	Development Services, Fire Services	General fund	Ongoing					
PS-1.6	Require the installation of sprinkler systems in all buildings that are not readily accessible to fire-fighting equipment and apparatus or do not meet minimum fire flow and fire hydrant requirements.	Development Services, Fire Services	General fund	Ongoing					
	Inspect water hydrants and conduct fire-flow tests on an annual basis, with priority given the high-fire-hazard areas.	Fire Services	General fund	Ongoing; Annually					
PS-1.7	Continue active community oriented policing programs such as the Brea Bicycle Patrol program and the Community Action Patrol. Require the participation of the Police Department in the development review process relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services	General fund	Ongoing					
PS-1.8 PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.9	Biannually evaluate the City’s emergency preparedness program to ensure that the City has adequate police, fire and protection services in event of an emergency.	Police Services, Fire Services, Development Services	General fund	Biannually					
PS-1.10	Conduct annual mailings to Brea residents through utility bills that explain the City’s Emergency Response Plan, Brea Emergency Operations Center, and appropriate procedures and numbers to call in the event of a disaster.	Police Services, Fire Services, Development Services	General fund	Annually					
PS-1.11	Coordinate with the Brea Police Department to increase public awareness about criminal activity and crime prevention. Maximize the use of after school programs, volunteer programs, Neighborhood Watch programs and other community oriented policing programs.	Police Services	General fund	Ongoing					
PS-1.12	Develop and maintain crime prevention guidelines for building construction. Provide these guidelines to police and code enforcement personnel.	Police Services, Development Services	General fund						
Crime Prevention Through Environmental Design (CPTED)			General fund						
PS-2.1	Implement crime prevention through environment (CPTED) design, based upon the concept of defensible space with the establishment of specific design criteria, and the application of that criteria to proposed projects through the development review process. Establish funding sources and priorities, and set forth a phased improvement program.	Police Services, Development Services	General fund						
PS-2.2	Enforce natural surveillance techniques for existing projects and new residential and commercial projects.	Police Services, Development Services	General fund	Ongoing					

Public Safety  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-2.3	Require the participation of the Police Department in the development review process for public areas relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services, Development Services	General fund	Ongoing					
PS-2.4	Examine and maintain a database of structures within the City that are at risk of incidence of or crime. Develop an implementation strategy based upon CPTED design techniques.	Police Services, Development Services	General fund						
Pedestrian Safety			General fund						
PS-3.1	Develop objectives, and detailed standards and guidelines for the treatment of public streetscapes to improve safety and walkability. Recommendations should address street trees, street lighting, street furniture, traffic calming, and other pertinent issues. Establish funding sources and priorities, and set forth a phased improvement program.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.2	Require that adequate safety lighting in pedestrian and parking lots is addressed for all new projects through the development review process.	Development Services	General fund	Ongoing	CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.3	Develop appropriately designed shielding safety lighting for pedestrian walkways and trails. Establish an implementation plan for development of lighting installation.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
SECTION XIX: HAZARDS MANAGEMENT									
PS-4.1	Minimize public health and environmental risks from the use, transport, storage and disposal of hazardous materials with the following approaches: <ul style="list-style-type: none"><li>Cooperate with federal, state and local agencies to effectively regulate the management of hazardous materials and hazardous waste;</li><li>Cooperate with the County of Orange to implement applicable portions of the County Hazardous Waste Management Plan and the Hazardous Materials Area Plan;</li><li>Identify roadway transportation routes for conveyance of hazardous materials;</li><li>Implement the emergency response plan for accidents involving hazardous materials; and</li><li>Cooperate with the Certified Unified Program Agency (CUPA) for the City of Brea (the Orange County Environmental Health Department) and the Orange County Fire Authority to administer risk management plans for businesses within the City.</li></ul>	Development Services, Maintenance Services, County of Orange, Federal and State Agencies	General fund, federal, state and local regulatory agencies	Ongoing					
PS-4.2	Monitor businesses that transport, handle, and generate hazardous materials to ensure proper disposal.	Development Services, Maintenance Services	General fund	Ongoing					
PS-4.3	Cooperate with the County Household Hazardous Waste Program to protect residents from dangers resulting from the use, transport and disposal of hazardous materials used in the home. The program includes public education about health and environmental hazards of household hazardous materials and periodic collection campaigns at established sites. Educate residents of the nearest location of a hazardous waste disposal site.	Development Services, County of Orange, Environmental Health Department	General fund	Ongoing					
PS-4.4	Provide education and information to the community about: <ul style="list-style-type: none"><li>Commonly used hazardous materials;</li><li>More environmentally friendly alternatives;</li><li>Safe recycling and disposal methods; and</li><li>Location of nearest household hazardous waste collection center.</li></ul>	Development Services, County of Orange	General fund	Ongoing					
PS-5.1 PS-5.2	Cooperate with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources to protect residents from dangers resulting from the drilling, operation, maintenance, and abandonment of oil, gas, and geothermal wells and support regulations regarding abandoned oil facilities including both idle and orphan wells.	Development Services, California Department of Conservation-Division of Oil, Gas, and Geothermal Resources	General fund	Ongoing					PS-5.2
PS-5.3	During review of development proposals, require comprehensive investigation, studies, disclosures, and remediation of any former oil field property proposed for an alternative use.	Development Services	Development fee	Ongoing					
SECTION XX: WILDLAND FIRES									

Public Safety  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-6.1	Continue to implement the Very High Fire Hazard Area Requirements and the Fuel Modification Plan Guidelines for High Fire Hazards Areas as a preventative measure to avert wildand fires.	Development Services, Fire Services	General fund	Investigate by end of 2005; implement as needed					
PS-6.2 PS-6.3	Promote fire prevention in Brea in the following ways: <ul style="list-style-type: none"><li>▪ Work closely with the Orange County Fire Authority to implement fire hazard education and fire prevention programs, including fuel modification programs;</li><li>▪ Utilize wildland urban fire hazard mitigation techniques involving vegetation/fuel modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.</li><li>▪ Coordinate with the local water districts and Orange County Fire Authority to ensure that water pressure for urban and hillside areas and sites to be developed is adequate for fire fighting purposes; and</li><li>▪ Adopt and implement the Uniform Fire Code provisions and appropriate amendments to reflect the unique Brea topography, climate, vegetation and urban form.</li></ul>	Development Services, Fire Services	Development fees	Ongoing					PS-6.3
PS-6.2	Review development proposals to ensure that the City’s four to six-minute fire response time is undertaken.	Development Services, Fire Department	Development Fees	Ongoing					
Flood Concerns									
PS-7.1 PS-7.2 PS-7.6	Coordinate with the Orange County Flood Control District (OCFCD) to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs. Coordinate with the OCFCD, Cal Domestic Water Company and Metropolitan Water District (MWD) regarding any needed improvements to existing aboveground water tanks. In addition, work with the District to identify new flood control improvements for existing flood hazards and potential hazards from new development, and establish installation programs for improvements. Require detention basins for new development, where necessary, to reduce flooding risks.  Continue to participate in the National Flood Insurance Program (NFIP) administered through the Federal Emergency Management Agency (FEMA). The NFIP program provides federal flood insurance subsidies and federally financed loans for property owners in flood-prone areas.	Development Services, Orange County Flood Control District, Cal Domestic Water Company, Metropolitan Water District (MWD)	Development fees, General fund	Ongoing					PS-7.2 PS-7.6
PS-7.3 PS-7.5	Create an active storm drain inspection program in order to prevent flooding, avoid property damage, and protect surface water quality. Allow the program to evaluate and monitor water storage facilities that might pose an inundation hazard to downstream properties.	Development Services	General fund	Establish program by end of 2007					PS-7.5
SECTION XXII: GEOLOGIC AND SEISMIC CONSIDERATIONS									
PS-8.1 PS-8.2	To minimize damage from earthquakes and other geologic activity, implement the most recent state and seismic requirements for structural design of new development and redevelopment.  Where geologic instability can be identified and cannot be mitigated, or presence of faulting is identified, use open space easements and other regulatory techniques to prohibit development and avoid public safety hazards.	Development Services	Development Fees, General fund	Ongoing					PS-8.2

Public Safety  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-8.3	During review of development and redevelopment proposals, require surveys of soil and geologic conditions by state licensed Engineering Geologists and Civil Engineers where appropriate. Examples of when these surveys are required are (1) for projects within a State-delineated earthquake fault regulatory zones for liquefaction, fault ruptures, and seismically induced landsliding, in accordance with the California Geologic Survey and (2) prior to the development of any area with slopes more than 10 feet high at a gradient equal to or steeper than 2:1.	Development Services	Development fees	Ongoing					
PS-8.4	Develop informational overlays that augment the City’s zoning ordinance to identify those areas where more detailed geotechnical studies should be carried out as part of liquefaction-susceptibility investigation, restrict development in liquefaction-prone areas, or to establish specific building design standards aimed at reducing the risk of liquefaction.	Development Services	Development fees, General fund	By the end of 2004					
PS-8.5 PS-8.6	Promote earthquake preparedness in the community with periodic earthquake awareness programs. The program could include mailing brochures to residences and businesses, press releases, school education programs and presentations to homeowner groups and property managers. Coordinate programs with Federal, State, and local emergency service providers and the school districts to maximize public participation.	Development Services, Brea-Olinda Unified School District	General fund	Ongoing					
SECTION XXII: NOISE									
PS-9.1 PS-9.4 PS-9.5, PS-11.4	Ensure that new development is exposed to acceptable noise levels. Require acoustical analyses for all proposed development within the 60 dB CNEL contour as shown on Figure N-1 in the Noise Element. Also require acoustical analyses for all proposed residential projects in the vicinity of existing and proposed commercial and industrial areas. Where the noise analyses indicate that the noise standards in Table N-2 will be exceeded, require noise control measures to be incorporated into the proposed development to reduce noise to acceptable levels. Noise control measures may include berms, walls, and sound attenuating architectural design and construction methods. Only permit new development if the noise standards and the City noise regulations can be met.	Development Services	Development fees	Ongoing					PS-9.4 PS-9.5 PS-11.4
PS-9.2	Continue to enforce the City noise regulations to protect residents from excessive noise levels from stationary sources. The regulations provide protection from non-transportation related noise sources such as music, machinery, pumps, and air conditioners on private property. Periodically evaluate regulations for adequacy and revise, as needed, to address community needs and changes in legislation and technology.	Development Services	General fund	Ongoing					
PS-9.3 PS-9.5	Use noise and land use compatibility standards to guide future planning and development decisions. Table PS-6 in the Noise Element summarizes the standards for acceptable noise levels by land use types. Table PS-6 in the Noise Element provides criteria for assessing the compatibility of future development with the noise environment. Review development proposals to ensure that the noise standards and compatibility criteria are met. Require mitigation measures, where necessary, to reduce noise levels to meet the noise standards and compatibility criteria.	Development Services	Development fees, Mitigation payment	Ongoing					PS-9.5
PS-9.4	All City departments and agencies will comply with local, state and federal noise standards, including state and federal OSHA standards. All new equipment or vehicle purchases will comply with local, state and federal noise standards. Such equipment includes compressors, air conditioners, leaf blowers and other fixed and mobile machinery. Purchase noise-producing equipment with the necessary noise abating equipment installed.  Reduce the noise impacts associated with City services acquired through contracts with other public and private entities, such as street sweeping, solid waste removal and transport, landscaping maintenance, construction projects and emergency services.	Development Services	General fund	Ongoing					
PS-9.5 PS-11.5	Limit delivery or service hours for stores with loading areas, docks or trash bins that front, side, border, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations are achieved.	Development Services	General fund	Ongoing					PS 11.5

Public Safety  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-10.1 PS-10.2	Mitigate noise impacts to acceptable levels from transportation activity to enhance the quality of the community. Incorporate noise control measures, such as sound walls and berms, into roadway improvement projects to mitigate impacts to adjacent development. Request Caltrans and the Orange County Transportation Corridor Agencies (OCTA), as well Los Angeles Metropolitan Transit Authority (MTA) to provide noise control for roadway projects within the City and Sphere of Influence. Particularly, advocate reducing noise impacts from the SR-57.	Development Services	General fund, OCTA, Federal grants	Ongoing					PS-10.2
PS-10.1	Coordinate with the Orange County Sheriff’s Department and the California Highway Patrol to enforce the California Vehicle Code pertaining to noise standards for cars, trucks, and motorcycles.	Development Services	General fund	Ongoing					
PS-11.1	Provide written information describing methods of retrofitting existing structures and properties to reduce noise impacts, including sound insulation, double-pane glass windows, sound walls, berming and other measures.	Development Services	General fund	Ongoing					
PS-11.2	Enforce the provisions of the State of California Noise Insulation Standards (Title 24) that specify that indoor noise levels for multi-family residential living spaces shall not exceed 45 dB CNEL. The Title 24 noise standard is defined as the combined effect of all noise sources and is implemented when existing or future exterior noise levels exceed 60 dB CNEL. Title 24 requires that the standard be applied to all new hotels, motels, apartment houses and dwellings other than single-family dwellings. Also apply the standard to single-family dwellings and condominium conversion projects as official policy.	Development Services	Development fees, Mitigation payments	Ongoing					
PS-11.3	Require all construction activity and special events to comply with the limits established in the Noise Control Ordinance. Review the Noise Control Ordinance for adequacy and amend as needed to address community needs and development patterns.	Development Services	Development fees, General fund	Ongoing, Revise ordinance by end of 2004					

**Table HE-44  
Housing Implementation Program Summary**

<b>Housing Program</b>	<b>Program Goal</b>	<b>2014-2021 Objective/ Time Frame</b>	<b>Funding Source(s)</b>	<b>Responsible Department or Agency</b>
<b>Maintaining Existing Housing Quality and Affordability</b>				
1. Single-Family Rehabilitation Program	Provide loans to lower income homeowners to help them rehabilitate their homes.	Issue an average of 15-18 loans and grants on an annual basis, with a goal to assist 130 households over the planning period.	CDBG; HOME	Community Development Department
2. Rental Rehabilitation and Assistance Program	Provide rehabilitation and refinancing loans to owners of rental properties.	Inform apartment owners about the program, and pursue expanded resources for implementation.	HOME; Housing Trust Fund; other outside sources	Community Development Department
3. Multi-Family Acquisition and Rehabilitation	Upgrade deteriorated apartment buildings, and provide long-term affordable rental housing.	Identify deteriorated apartments, cooperate with non-profits to secure funds to acquire & rehabilitate units.	HOME; Housing Trust Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department
4. Preservation of Assisted Housing	Preserve the existing affordable rental stock at-risk of conversion to market rents.	Contact property owners of at-risk projects. Provide preservation incentives; work with priority purchasers; coordinate tenant education.	HOME; Housing Trust Fund; other State and Federal funds	Community Development Department
5. Section 8 Rental Assistance Program	Provide rental subsidies to extremely low and very low-income households.	Maintain current levels of assistance and direct eligible households to the program. Encourage landlords to register units with the County.	HUD Section 8	Community Development Department; Orange County Housing Authority
<b>Provision of New Affordable Housing</b>				
6. Affordable Housing Ordinance	Integrate housing affordable to low- and moderate-income households within market rate developments.	Continue to implement Ordinance to achieve affordable units, and generate in-lieu fee revenues.	Housing Trust Fund	Community Development Department
7. Affordable Housing Development Assistance	Facilitate affordable housing development by for-profit and non-profit housing developers/corporations.	Provide financial and regulatory incentives for affordable housing, with particular consideration given to projects with units for ELI and other difficult to serve groups.	Housing Trust Fund; Co. of Orange RFPs; State MHP grants; Low Income Housing Tax Credits; Housing Asset Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Provision of Adequate Housing Sites</b>				
8. Land Use Element and Sites Inventory	Provide adequate sites for future housing development consistent with regional housing needs.	Maintain a current inventory of residential and mixed use sites and provide to developers along with information on available development incentives. Maintain inventory on City's website.	General Fund	Community Development Department
9. Mixed Use/ High Density Opportunity Sites	Provide expanded opportunities for mixed use and high density residential development.	In conjunction with the focused General Plan update in 2014, evaluate re-designation of one or more of four identified sites and/or other sites.	General Fund	Community Development Department
10. Creation of Higher Density Residential Zoning	Provide for higher density residential zoning to facilitate affordability in multi-family development.	Evaluate establishing a new R-3H zone and identify suitable locations for designation as part of General Plan update in 2014.	General Fund	Community Development Department
11. Second Units	Promote second units in new and existing housing as a form of affordable, multi-generational housing.	By 2015, re-evaluate existing second unit development standards and amend accordingly. Prepare educational brochure, and sample second unit site plans.	General Fund	Community Development Department
12. Publicly-Owned Land for Affordable Housing	Provide expanded sites for affordable housing on surplus or underutilized public land.	In 2014, prepare inventory of publicly owned land, and evaluate modifying the P-F zone to accommodate residential uses.	General Fund	Community Development Department
13. Annexation of Sphere of Influence	Increase the City's capacity to accommodate future housing growth.	Pursue phased annexation of the Sphere of Influence consistent with infrastructure capacities.	General Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Removal of Governmental Constraints</b>				
14. Regulatory Incentives	Facilitate the production of affordable housing through provision of regulatory incentives.	Continue to offer incentives for affordable housing. Provide a waiver via payment through the City Housing Trust Fund, of application fees for prevailing wage projects with a minimum 10% ELI units.	Housing Trust Fund	Community Development Department
15. Affordable Housing Incentives in Mixed Use Zones	Provide incentives for inclusion of lower income units in MU-I and MU-II zone districts.	Amend the Code in 2015 to eliminate discretionary review for stand-alone residential projects in MU-I and MU-II zones that incorporate 15% lower income units.	City Housing Trust Fund	Community Development Department
16. Multi-family Development in Multi-family Zones	Encourage efficient use of multi-family and mixed use zoning, and discourage single-family development in these districts.	In 2015, establish standards in the Zoning Code to promote exclusively multi-family development in R-3 and mixed use zoning districts.	General Fund	Community Development Department
17. Multi-family Design Guidelines	Provide upfront direction to developers on the desired character of multi-family development in Brea.	Develop Multi-Family Design Guidelines in 2015 which address development compatibility and sustainable site design and building practices.	General Fund	Community Development Department
18. CEQA Exemptions for Infill Projects	Utilize allowable CEQA exemptions for qualified urban infill and other qualifying residential projects.	Continue to utilize categorical CEQA exemptions where appropriate, on a case-by-case basis.	General Fund	Community Development Department
19. Efficient Project Processing	Provide efficient development processing procedures to reduce the cost of development.	Continue to offer streamlined development processing, and periodically review procedures to ensure efficiency	General Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Equal Housing Opportunities and Special Needs</b>				
20. Fair Housing Program	Further fair housing practices in the community.	Continue to promote fair housing practices and refer fair housing complaints to the Orange County Fair Housing Council. Provide educational information on fair housing to the public.	General Fund	Community Development Department; Orange County Fair Housing Council
21. Housing Accessibility	Expand accessible housing options to persons living with disabilities.	Implement reasonable accommodation procedures; encourage Universal Design in new development; provide rehabilitation grants for accessibility improvements.	General Fund; CDBG	Community Development Department; Community Services Department
22. Senior Housing Opportunities	Support a range of housing options to address the diverse needs of Brea's growing senior population.	Beginning in 2015, consult with senior housing and gerontology experts to assist in adequately planning for the community's senior citizens.	General Fund; HOME; Housing Trust Fund; Housing Successor Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department; Community Services Department
23. Housing Opportunities for Persons Living with Developmental Disabilities	Support a range of housing options for persons with developmental disabilities.	Work in cooperation with the OCRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects.	General Fund; HOME; Housing Trust Fund; Low Income Housing Tax Credits; Mental Health Services Act (MHSA) funds; other outside sources	Community Development Department; Community Services Department
24. Veteran and Homeless Assistance	Promote housing and supportive services for veterans.	Host the Veterans Service Office; provide priority assistance under Brea's Affordable Housing Ordinance; support passage of AB 639 to provide expanded financial resources for veterans housing.	General Fund; Veterans Housing and Homeless Prevention Act (AB 639) funds; available Housing Trust Funds	Community Development Department; Community Services Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Sustainability, Energy Efficiency and Healthy Community</b>				
25. Prioritization of Sustainable Housing Projects	Prioritize sustainable housing developments in sustainable locations for their numerous benefits.	Beginning in 2014, prioritize projects in sustainable locations competing for funds and grants.	General Fund; State and Federal Grants; other potential affordable housing resources	Community Development Department
26. Green Building	Promote green building practices for more sustainable housing.	Provide outreach and education to developers and residents regarding CALGREEN, and ways to incorporate sustainability in project design and existing structures.	General Fund	Community Development Department
27. Energy Conservation	Evaluate and implement activities to support clean energy and energy efficiency solutions in Brea's housing.	Implement actions for clean energy and energy efficiency.	General Fund	Community Development Department
28. Healthy Community	Foster community health through land use planning and support for initiatives that promote a more active lifestyle.	By 2014, initiate an educational campaign on local opportunities for residents to stay active and improve their health. Support a built environment that encourages physical activity and reduces automobile travel.	General Fund	Community Development Department; Community Services Department

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea

---

**Reporting Period**    Jan 1 2016                      -                      Dec 31 2016

---

**Table A**

**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure  R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
La Floresta-Townhomes	Mixed-Use	O				32	32				
La Floresta- Apartments	High Density Residential	O				206	206				
La Floresta- Single Family Homes	Single Family Residential	O				44	44				
(9) Total of <b>Moderate and Above Moderate</b> from Table A3    ► ►							282				
(10) Total by income Table A/A3    ► ►			0	0	0	0	0				
(11) Total <b>Extremely Low-Income</b> Units*			none								

\* Note: These fields are voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea

---

**Reporting Period**    Jan 1 2016                      -                      Dec 31 2016

---

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c )(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	5	5	1	11	Housing Rehabilitation Program
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	5	5	1	11	

\* Note: This field is voluntary

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**  
**(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>							
No. of Units Permitted for <b>Above Moderate</b>	0	0	13 (townhomes)	0	0	13	13

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea

---

**Reporting Period**    Jan 1 2016                      -                      Dec 31 2016

---

**Table B**

**Regional Housing Needs Allocation Progress**

**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015	2016	2017	2018	2019	2020	2021		Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8			
Very Low	Deed Restricted	436	213	0	0							213	223
	Non-deed restricted												
Low	Deed Restricted	305	213	0	0							213	92
	Non-deed restricted												
Moderate	Deed Restricted	335	305	94	0							399	-64
	Non-deed restricted												
Above Moderate		785	785	997								1,782	-997
Total RHNA by COG. Enter allocation number:		1,851	1,516	1,091						0		2,607	-746
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea

---

**Reporting Period**    Jan 1 2016                      -                      Dec 31 2016

---

**Table C**

**Program Implementation Status**

Program Description (By Housing Element Program Names)	<b>Housing Programs Progress Report - Government Code Section 65583.</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program #2	Provide rehab loans to lower income home owners	Year 3	3 loans and 8 grants provided
Single-Family Rehabilitation Program			
Program #10	Provide silent second loans to homebuyers	Year 3	0 loans were provided
Homebuyer Assistance Program			
Program #12	Integrate affordable housing within market rate developments	Year 3	0 units provided at the moderate income level
Affordable Housing Ordinance			
Program #20	Provide educational information on fair housing	Year 3	Brochures provided at City counters and on the website
Fair Housing Program			

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**ATTACHMENT C**

<b>Jurisdiction</b>	City of Brea		
<b>Reporting Period</b>	Jan 1 2016	-	Dec 31 2016

**General Comments:**

**HOUSING SUCCESSOR ANNUAL REPORT  
REGARDING THE  
LOW AND MODERATE INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2015-16  
PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE  
CITY OF BREA**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated as of December 15, 2016. This Report sets forth certain details of the CITY OF BREA (Housing Successor) activities during Fiscal Year 2015-16. The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund of the CITY OF BREA for Fiscal Year 2015-16 as prepared by Lance, Soll, & Lunghard, which Audit is separate from this annual summary Report; further, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- II. Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- V. Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will

be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

- VI. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VII. Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided.
- VIII. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- IX. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is January 1, 2006 to December 31, 2015.
- XI. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is available on the City's website at (<http://www.ci.brea.ca.us/index.aspx?nid=984>).

## **I. AMOUNT DEPOSITED INTO LMIHAF**

A total of \$228,837 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

## II. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$18,750,601 as follows, with no funds held for items listed on the ROPS:

Nonspendable – Loans Receivable	\$17,704,878
Spendable	<u>1,045,723</u>
Total	\$18,750,601

## III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures from the LMIHAF by category:

	Fiscal Year
Monitoring & Administration Expenditures	\$259,787
Homeless Prevention and Rapid Rehousing Services Expenditures	N/A
Housing Development Expenditures*	
➤ Expenditures on Low Income Units	N/A
➤ Expenditures on Very-Low Income Units	N/A
➤ Expenditures on Extremely-Low Income Units	N/A
➤ Total Housing Development Expenditures	N/A
Other***	
Total LMIHAF Expenditures in Fiscal Year	\$259,787

## IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

	As of End of Fiscal Year
Statutory Value of Real Property Owned by Housing Successor	N/A
Value of Loans and Grants Receivable	\$17,704,878*
Total Value of Housing Successor Assets	\$17,704,878

\*Amount reported is net of deferred revenue.

## **V. DESCRIPTION OF TRANSFERS**

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

## **VI. PROJECT DESCRIPTIONS**

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

## **VII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date that DOF approved such property as a housing asset.

In furtherance thereof, the Housing Successor does not have any real property.

## **VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

**Replacement Housing:** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

**Inclusionary/Production Housing.** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

## **IX. EXTREMELY-LOW INCOME TEST**

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of AMI

until the Housing Successor demonstrates compliance with this requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

#### **X. SENIOR HOUSING TEST**

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10 year period of January 1, 2006 to December 31, 2015.

<b>Senior Housing Test</b>	<b>1/1/2006 – 12/31/2015</b>
<b># of Assisted Senior Rental Units</b>	2,320
<b># of Total Assisted Rental Units</b>	6,110
<b>Senior Housing Percentage</b>	38%

#### **XI. EXCESS SURPLUS TEST**

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The LMIHAF does not have an Excess Surplus (see attached worksheet).

## CITY OF BREA HOUSING SUCCESSOR

COMPUTATION OF HOUSING SUCCESSOR  
EXCESS/SURPLUS (HSC 34176.1)

	Low and Moderate Housing Funds All Project Area July 1, 2015	Low and Moderate Housing Funds All Project Area July 1, 2016
Opening Fund Balance	\$ 18,933,035	\$ 18,750,601
Less Unavailable Amounts:		
Loans receivable	\$ (17,854,122)	\$ (17,704,878) B
	<u>(17,854,122)</u>	<u>(17,704,878)</u>
Available Housing Successor Funds	1,078,913	1,045,723
Limitation (greater of \$1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2015 - 2016	\$ -	\$ 228,837 C
2014 - 2015	639,738	639,738
2013 - 2014	881,999	881,999
2012 - 2013	435,273	435,273
2011 - 2012	<u>- A</u>	<u>- A</u>
Total	<u>\$ 1,957,010</u>	<u>\$ 2,185,847</u>
Base Limitation	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
Greater amount	<u>1,957,010</u>	<u>2,185,847</u>
Computed Excess/Surplus	<u>None</u>	<u>None</u>

A: There were no amounts deposited for this year since the Housing Successor was created in FY 2011-2012.

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** February 21, 2016 City Council Regular Meeting Minutes - Approve.

---

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal

---

**Attachments**

Minutes

---

# DRAFT

## BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

### MINUTES February 21, 2017

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

---

#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Closed Session meeting to order at 6:00 p.m., all members were present except for Mayor Pro Tem Parker.

Present: Hupp, Marick, Simonoff, Vargas

Absent: Parker

1. Mayor Pro Tem Parker arrived at 6:26 p.m.

#### 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 Section §54957.6 Regarding the Brea Police Management Association (BPMA) - Mario E. Maldonado, Negotiator
3. Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 and the Brea City Employees' Association (BCEA) - Mario E. Maldonado Negotiator

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

---

#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Study Session to order at 6:32 p.m., all members were present.

4. Public Comment  
None.

5. Clarify Regular Meeting Topics  
None.

## DISCUSSION ITEMS

### 6. **Code of Ethics for Employees of the City of Brea**

City Manager Gallardo reported the following: City Attorneys Markman and Boga drafted a new "Code of Ethics Policy"; the City Attorney and City Council will be listed as contacts if staff has issues to report; and once the new policy is approved, it will be submitted to all employees and added to the website. He also discussed a "meet and confer" element with employee associations to implement disciplinary actions.

In response to Council questions, City Manager Gallardo and City Attorney Markman stated that they will add whistle blower information at the footer of each page, explained why it is necessary to "meet and confer" with employee associations, noted that some of the provisions were changed to comply with State law, confirmed that a receipt confirmation will be required from all employees that they read and received the new "Code of Ethics Policy", and suggested that the employee associations distribute the new policy to employees.

## REPORTS

### 7. **Council Member Report**

Mayor Pro Tem Parker urged Council Members to provide a brief report about information from their outside Council assignments at the Study Session.

**Mayor Hupp adjourned the Study Session meeting at 6:42 p.m.**

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

---

### CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the General Session to order at 7:02 p.m., all members were present.

### 8. **Pledge of Allegiance**

Brownie Troop 3633 led the Pledge of Allegiance.

### 9. **Invocation**

Assistant Pastor Dale Martinez, Celebration Worship Center, delivered the invocation.

### 10. **Presentation**

Captain Jeff Goeggel, Civil Air Patrol, presented a PowerPoint that included the history, organizational structure, maps, regions, presence, missions, resources, platforms, cost-effective multiplier, training, disaster relief, cadet programs and community service to show how they serve the community.

### 11. **Report - Prior Study Session**

City Manager Gallardo provided the prior study session report.

### 12. **Community Announcements**

Council Member Vargas announced that the Brea City Council celebrates the 100th year of Brea's incorporation with a special City Council Meeting and free birthday celebration at 6:00 p.m. on Thursday, February 23, 2017 at the Brea Civic & Cultural Center. He stated that the spectacular new Brea Art Gallery exhibit opened with a red carpet reception on Saturday, February 18, as a kick-off to the Centennial Celebration. The Birth of Motion Pictures: An Illustrated History of Silent Cinema, 1910-1929, is a one-of-a-kind exhibition on display at the Brea Art Gallery February 18 through April 14, 2017. Visit [CityofBrea.net/Centennial](http://CityofBrea.net/Centennial) for information on future Centennial events. He also announced to mark your calendars for the Spring Craft Boutique on Saturday, March 18, from 9 am-4 pm at the Brea Community Center. Admission is \$2 and parking is free. Over 250 vendors with unique crafts, seasonal and year-round gifts and décor, jewelry, and more. Lastly, he invited residents to join the conversation at the Brea Envisions Nuts & Bolts Community Workshop Wednesday, March 8 from 6-8 p.m. in Community

Rooms A & B at the Civic Center. Participants will review feedback received during Phase I of the city-wide outreach, and will help to strategize policies for Brea's future. Please see CityofBrea.net for more information.

Mayor Pro Tem Parker announced that there are changes for organic waste in the City of Brea. Impacted businesses are receiving letters from our Public Works Department describing the mandatory requirements under State of California Assembly Bill 1826. The bill requires implementation of a program to recycle commercial organics waste. By March 3, businesses are asked to respond to a brief survey that will help inform our City Council. If you have questions, call our Public Works Director at 714-990-7650. He also announced that CERT registration is now open for Spring Classes. This is the Community Emergency Response Team, who are trained in safety and preparedness basics. This session begins Tuesday, March 21, and ends with a drill on Saturday, April 8. Full details are available at cityofbrea.net/CERT and questions may be directed to 714-990-7622.

**13. Matters from the Audience**

Rusty Kennedy and Bekele Demissie from Orange County Human Relations provided the 2015-2016 annual report and discussed their work in the City of Brea.

Terrie Parker expressed concern regarding the new ethics policy.

Sean Thomas discussed the recent art gallery opening and thanked Dwight Manley for sponsoring the event. He also invited residents to attend the Brea Envisions workshop on March 8, 2017, at 6:00 p.m. on second floor of City Hall.

Christine DeWitt thanked the Brownie Scouts for opening the meeting and expressed concern that there are no stairs from Wandering Lane down the hill to the elementary school.

Keith Fullington urged residents to go to the Planning Commission meeting on Tuesday, February 28 to express concern about traffic.

**14. Response to Public Inquiries**

City Manager Gallardo responded to public inquiries.

**PUBLIC HEARING** - *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.*

**15. Zoning Ordinance Amendment No. ZOA 16-03 - Omnibus Code Update Amending Chapters of the Brea Municipal Code**

Assistant Planner Campana provided the proposed changes to the Municipal Code.

**Mayor Hupp opened the public hearing.**

**Hearing no testimony, Mayor Hupp closed the public hearing.**

Council Member Simonoff stated that the proposed changes do not prohibit staff from taking home their work vehicle.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Approve **Ordinance No. 1191**, Entitled "Zoning Ordinance Amendment No. ZOA 16-03 - Omnibus Code Update Amending Chapter 18.08 Of Title 18, And Chapters 20.00, 20.200, 20.208, 20.212, 20.216 And 20.220 Of Title 20 Of The Brea Municipal Code Consisting Of Updating The Definition For Commercial Vehicles And Development Standards And Deleting/Replacing Information Inconsistent With The City's Organizational Structure," for First Reading by Title Only and Waived Further Reading.

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

Passed

**ADMINISTRATIVE ITEM** - *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."*

**16. Urgency Ordinance and Ordinance of the City of Brea Reauthorizing the City's Public, Education, and Governmental (PEG) Access Support Fee**

City Attorney Markman provided the background, discussed state franchise fees and recommended adoption of the two (2) ordinances.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Adopt **Urgency Ordinance No. 1192** Entitled "An Urgency Ordinance of the City of Brea Reauthorizing the City's Public, Educational, and Governmental Access Support Fee" by Four-Fifths Vote by Title Only; and The City Council Approved **Ordinance No. 1193**, Entitled "An Ordinance of the City of Brea Reauthorizing and Readopting the City's Public, Educational, and Governmental Access Support Fee" For First Reading by Title Only.

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

Passed

**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**

**17. January 25, 2017 City Council Special Meeting Minutes**

The City Council Approved the January 25, 2017 City Council Special Meeting Minutes.

**18. February 7, 2017 City Council Regular Meeting Minutes**

The City Council Approved the February 7, 2017 City Council Regular Meeting Minutes.

**19. January 11, 2017 Cultural Arts Commission Meeting Minutes**

Received and Filed.

**20. Accept Public Utilities, Sanitary Sewer, Water, Storm Drain and Emergency Vehicle Ingress and Egress Easement Over Lot Q of LL 2016-01 and Public Water Easements for Meter Purpose for La Floresta Planning Area 2**

The City Council Accepted Public Utilities, Sanitary Sewer, Water, Storm Drain and Emergency Vehicle Ingress and Egress Easement Over Lot Q of LL 2016-01 and Public Water Easements for Meter Purpose for La Floresta Planning Area 2 and Authorize City Clerk to Execute and Record the Easements.

**21. Code of Ethics for Employees of the City of Brea**

The City Council Received and Filed the Administrative Policy as Amended by the City Attorney and Council, Directed Staff to Distribute to all City Employees, Get a Signed Acknowledgement From all Employees and Work Towards Implementation of Applicable Provisions Requiring a "Meet and Confer" with Employee Associations.

**22. Amendment No. 1 to the Professional Services Agreement with Housing Programs for Single Family Rehabilitation Program Assistance**

The City Council Approved Amendment No. 1 to the Professional Services Agreement with Housing Programs.

**23. Treasurer's Report for the City of Brea for Period Ending January 31, 2017**

Received and Filed.

**24. January Outgoing Payment Log and February 10 and 17, 2017 City Check Registers**  
Received and Filed.

Motion was made by Council Member Vargas, seconded by Council Member Simonoff to Approve Consent Calendar Items 17-24.

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

Passed

**CITY/ SUCCESSOR AGENCY - CONSENT**

**25. Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for Period Ending January 31, 2017**  
Received and Filed.

**26. January Outgoing Payment Log Successor Agency**  
Received and Filed.

Motion was made by Mayor Pro Tem Parker, seconded by Council Member Simonoff to Approve City/Successor Agency Consent Items 25 and 26.

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

Passed

**ADMINISTRATIVE ANNOUNCEMENTS**

**27. City Manager**  
None.

**28. City Attorney**  
None.

**COUNCIL ANNOUNCEMENTS**

Mayor Pro Tem Parker thanked City of Brea's Sister Cities - Anseong, Korea, Lagos de Moreno and Hanno, Japan for coming to help celebrate the City's birthday.

**ADJOURNMENT**

Mayor Hupp adjourned the General Session meeting at 7:53 p.m. in memory of Whittier Police Officer Keith Boyer.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 7th day of March, 2017.

---

Lillian Harris-Neal, City Clerk

---

Cecilia Hupp, Mayor

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** February 23, 2016 City Council Special Meeting Minutes - Approve.

---

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal

---

**Attachments**

February 23, 2017 Special Centennial Meeting Minutes

---

# DRAFT

## BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY SPECIAL MEETING

### MINUTES February 23, 2017

GENERAL SESSION  
SPECIAL MEETING  
6:00 p.m. - Council Chamber  
Plaza Level

---

#### CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the meeting to order at 7:00 p.m., all members were present.

Present: Hupp, Parker, Marick, Simonoff, Vargas

1. **Pledge of Allegiance**  
Representatives from Brea Boy and Girl Scout Troops led the Pledge of Allegiance.
2. **Invocation:**  
Daniel Mendoza, Brea Ministerial Association President, delivered the invocation.
3. **Matters from the Audience - Non Agenda Items**  
Young Kim, former California State Assembly Member, congratulated Brea on its diversity and strong relationships with Brea's Sister Cities.
4. **Presentation: Recognition of Past Mayors and Treasurers**  
Mayor Hupp presented past Mayors: John Beauman, Lynn Daucher, Rex Gaede, Ron Garcia, Bill Lentini, Christine Marick, Brett Murdock, Carrey Nelson, Glenn Parker, Bev Perry, Don Schweitzer, and Marty Simonoff; and Treasurers: Bill Christensen, Glenn Parker and Rick Rios with a certificate thanking them for their contributions which helped shape the City of Brea's first century.
5. **Presentation: Congressman Ed Royce's Office Honors Brea**  
Alexandria Walker, Field Representative from Congressman Ed Royce's office, presented a certificate of congratulations on his behalf.
6. **Presentation: Orange County Board of Supervisor Shawn Nelson's Office Honors Brea**  
Steve Spernak from the Orange County Board of Supervisor's Office presented the City of Brea with a certificate on behalf of Supervisor Shawn Nelson.
7. **Presentation: City of Placentia Honors Brea**  
Council Members Rhonda Shader and Ward Smith and City Administrator Damien Arrula from the City of Placentia presented the City of Brea with a framed photo collage celebrating Brea's history and Centennial.
8. **Presentation: Assemblyman Chen's Office Honors Brea**  
The presentation on behalf of Assemblyman Chen's office was postponed until later in the meeting.

**9. Presentation: Recognition of Centenarians**

Mayor Hupp recognized Ida McKenzie, Lenora Taunton, Mary Overholt and Cliff Chaffee who are members of the Brea community who either have, or will be celebrating their 100<sup>th</sup> birthdays.

**10. Presentation: Recognition of Sister City Delegations**

Mayor Hupp recognized Brea's Sister Cities: Anseong, Korea; Hanno, Japan; Lagos De Moreno, Mexico. John Michael Patino, a representative of Hanno, Japan, presented a formal letter on behalf of the Mayor of Hanno along with a booklet of letters from citizens of Hanno and a video from the Mayor congratulating Brea on its 100<sup>th</sup> birthday; Nancy Lee and Michael Kim represented the Brea-Korea Sister City Association; Hugo Padilla and Monika Koos representing the Lagos De Moreno Sister City Committees congratulated Brea and remarked on the forty-seven year relationship between Brea and Lagos De Moreno. The wife of the Mayor of Lagos De Moreno presented a painting on behalf of her husband and the people of Lagos De Moreno.

**11. Presentation: Carlos Terres Unveils Centennial Sculpture Concept Art**

Carlos Terres unveiled his Centennial Sculpture concept and presented it to the City of Brea along with a gift of a painting, "The Beautiful Brea," on behalf of the people of Lagos De Moreno.

**12. Presentation: Centennial Update**

Mayor Hupp recognized and thanked the members of the Centennial Steering Committee.

**13. Proclamation: Brea's Centennial**

Mayor Hupp presented the City of Brea's 100<sup>th</sup> year Proclamation to Brea Museum & Historical Society's Curator, Linda Shay.

California State Senator Josh Newman and Linette Choi, Field Representative of California Assemblyman Phillip Chen's Office, presented a commendation celebrating Brea's history and Centennial.

**14. Presentation: Time Capsule Preview Video**

Centennial Steering Committee Co-Chairs Bev Perry and Tim Harvey provided an update and thanked the Centennial sponsors. Mayor Hupp introduced a video which depicts staff digging up the time capsule from Brea's 75<sup>th</sup> Anniversary celebration.

**ADJOURNMENT**

Mayor Hupp adjourned the Special Meeting at 7:17 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 7th day of March, 2017.

---

Lillian Harris-Neal, City Clerk

---

Cecilia Hupp, Mayor

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** Second Reading to Adopt Ordinance No. 1193, Reauthorizing and Readopting a Public, Educational, and Governmental Access Fee

---

**RECOMMENDATION**

Adopt the ordinance entitled “An Ordinance of the City of Brea Reauthorizing and Readopting the City’s Public, Educational, and Governmental Access Support Fee” for second reading, by title only.

**BACKGROUND/DISCUSSION**

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act (“DIVCA”), which changed the manner in which video services are regulated by replacing local franchising with a state franchising system administered by the Public Utilities Commission. DIVCA requires state franchise holders to offer at least three PEG channels to each community in which they operate. DIVCA also authorizes cities to adopt an ordinance imposing a fee on state franchise holders to support PEG programming facilities.

The City Council established such a fee on April 17, 2007 by adopting Ordinance No. 1099 to require video service providers who have been issued state franchises to pay the City a PEG access fee of 1% of the video service provider’s gross revenues. DIVCA also provides, however, that any ordinance adopting a PEG access fee “shall expire, and may be reauthorized, upon the expiration of the state franchise.” Public Utilities Code section 5870.

Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California (“AT&T”) and Verizon California, Inc. received state video franchises to operate within the City on March 30, 2007 and March 8, 2007, respectively. These franchises will expire on March 30, 2017 and March 8, 2017, respectively. The City’s PEG fee will therefore expire on March 8, 2017 unless the City Council reauthorizes the fee.

The proposed Urgency Ordinance and the Ordinance would reauthorize the City’s PEG fee and therefore preserve funding available to support PEG programming facilities.

**FISCAL IMPACT/SUMMARY**

The City's General Fund receives approximately \$97,000 annually from PEG fees which offsets a portion of the cost of providing important civic programming including emergency alerts; community and governmental news as well as the broadcasting of City Council meetings.

In accordance with state law, the City imposes a 1% Public, Educational and Governmental ("PEG") access fee on all state franchised video service providers operating within the City to support PEG programming facilities. The Ordinances will reauthorize a 1% PEG access support fee that the City currently receives. If the City Council does not reauthorize the PEG access support fee, the City will not receive further PEG access fees from video service providers operating under state franchises within the City. This would result in a loss of General Fund revenues of approximately \$97,000 annually.

**RESPECTFULLY SUBMITTED:**

James L. Markman, City Attorney

Prepared by: Bennett A. Givens, Deputy City Attorney

Concurrence: Cindy Russell, Administrative Services Director

---

**Attachments**

Ordinance 1193

---

## **ORDINANCE NO. 1193**

### **AN ORDINANCE OF THE CITY OF BREA REAUTHORIZING AND READOPTING THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE.**

WHEREAS, Section 5870(n) of the Public Utilities Code, which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006, authorized the City to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") access channel facilities; and

WHEREAS, on April 17, 2007 the City adopted Ordinance No. 1099 establishing such a fee, which is codified in Section 5.208.092 of the Municipal Code; and

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of a state franchise, and that a fee may be adopted at any time; and

WHEREAS, the first state franchise to include the City, California Video Franchise Certificate Franchise No. 0001 granted to Verizon California, Inc. will expire on March 8, 2017; and

WHEREAS, the second state franchise to include the City, California Video Franchise Certificate Franchise No. 0002 granted to Pacific Bell Telephone Co. d/b/a SBC Pacific Bell Telephone Co. d/b/a AT&T California will expire on March 30, 2017.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby reauthorizes and readopts the fee on state-franchised video service providers to support public, educational, and governmental

channel facilities codified in Section 5.208.092 of the Municipal Code, which shall remain unchanged and in full effect as to all state-franchised video service providers.

Section 2. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

APPROVED, AND ADOPTED this 7th day of March, 2017.

\_\_\_\_\_  
Cecilia Hupp, 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 duly and regularly adopted by the City Council of the City of Brea at a regular meeting thereof held on the 21st day of February, 2017, and was passed at a regular meeting of the City Council of the City of Brea on the 7th day of March, 2017 and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: March 7, 2017

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

City of Brea

---

**COUNCIL COMMUNICATION**

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** February 24 and March 3, 2017 City Check Registers - Receive and File.

---

---

**Attachments**

2-24-17 City Check Register

3-03-17 City Check Register

---

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174322	SOO KYUNG AHN	02/24/2017	26700	420000000	CLOSED WATER ACCOUNT	\$9.11
SOO KYUNG AHN					Total Check Amount:	\$9.11
174323	ARCHITECTURAL DESIGN & SIGNS,INC.	02/24/2017	26146	110515125	PKGSTR:SGNS/CNTRS/KSK	\$35,641.35
ARCHITECTURAL DESIGN & SIGNS,INC.					Total Check Amount:	\$35,641.35
174324	DAMON BARTOLONE	02/24/2017	26701	420000000	CLOSED WATER ACCOUNT	\$24.82
DAMON BARTOLONE					Total Check Amount:	\$24.82
174325	BREA OLINDA UNIFIED SCHOOL DISTRICT	02/24/2017	1970	110404426	NJB RENTAL	\$8,038.50
BREA OLINDA UNIFIED SCHOOL DISTRICT					Total Check Amount:	\$8,038.50
174326	BREC VENDING, INC.	02/24/2017	14036	110111161	SODA:COUNCIL MTGS	\$5.82
BREC VENDING, INC.					Total Check Amount:	\$5.82
174327	JOHN CHEVERTON	02/24/2017	26702	420000000	CLOSED WATER ACCT	\$256.16
JOHN CHEVERTON					Total Check Amount:	\$256.16
174328	CITY OF TUSTIN	02/24/2017	19706	110141481	CALPACS RENEWAL 2017	\$275.00
CITY OF TUSTIN					Total Check Amount:	\$275.00
174329	COUNTY OF ORANGE	02/24/2017	4799	110212122	FINGERPRINT ID FEB17	\$1,185.67
COUNTY OF ORANGE					Total Check Amount:	\$1,185.67
174330	CSG CONSULTANTS	02/24/2017	25540	110000000	BLDG PLN REVIEW JAN17	\$340.00
CSG CONSULTANTS					Total Check Amount:	\$340.00
174331	DEPARTMENT OF MOTOR VEHICLES	02/24/2017	16378	110212111	11 VEHICLE CODE BOOKS	\$187.66
DEPARTMENT OF MOTOR VEHICLES					Total Check Amount:	\$187.66
174332	DJS PLUS	02/24/2017	8022	110404420	DJ:GR6 SNK PREVW 2/10	\$400.00
DJS PLUS					Total Check Amount:	\$400.00
174333	EDISON CO	02/24/2017	3343	110515121	ELECTRICITY JAN-FEB17	\$4,429.80
		02/24/2017	3343	490515151	ELECTRICITY JAN-FEB17	\$5,935.01
		02/24/2017	3343	510707285	ELECTRICITY JAN-FEB17	\$75.82
EDISON CO					Total Check Amount:	\$10,440.63
174334	EMPLOYMENT DEVELOPMENT DEPT	02/24/2017	7464	470141483	944-0073-6 UI 123116	\$7,755.00
EMPLOYMENT DEVELOPMENT DEPT					Total Check Amount:	\$7,755.00
174335	FRANCHISE TAX BOARD	02/24/2017	13287	110	CD 9120-02824 2/17/17	\$182.85
FRANCHISE TAX BOARD					Total Check Amount:	\$182.85
174336	FRANCHISE TAX BOARD/ST OF CALIF	02/24/2017	12043	110	553880889 2/17/17 PR	\$523.49
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$523.49
174337	FRONTIER COMMUNICATIONS	02/24/2017	26183	420515131	562 1821083 2/7-3/6	\$62.18
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.18
174338	THE GAS COMPANY	02/24/2017	3749	490515151	GAS JAN/FEB 2017	\$3,688.48
THE GAS COMPANY					Total Check Amount:	\$3,688.48
174339	GMC ELECTRICAL, INC.	02/24/2017	14517	420515131	HANDHOLE COVER REPAIR	\$2,479.23
		02/24/2017	14517	420515131	HANDHOLE REPAIR	\$608.50
GMC ELECTRICAL, INC.					Total Check Amount:	\$3,087.73

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174340	HARRINGTON GEOTECHNICAL ENG.INC.	02/24/2017	15251	510707903	SPRBLK PKG ST OCT/NOV	\$1,973.54
<b>HARRINGTON GEOTECHNICAL ENG.INC. Total Check Amount:</b>						<b>\$1,973.54</b>
174341	IN TIME SERVICES INC	02/24/2017	20876	950000000	ILJAOC ISELINK JAN17	\$1,551.60
<b>IN TIME SERVICES INC Total Check Amount:</b>						<b>\$1,551.60</b>
174342	KWIK KLEEN	02/24/2017	23771	480515161	PARTS WASHER SERVICE	\$150.00
<b>KWIK KLEEN Total Check Amount:</b>						<b>\$150.00</b>
174343	LAW OFFICES OF JONES & MAYER	02/24/2017	12144	110111112	LEGAL:CODE ENF DEC16	\$880.00
<b>LAW OFFICES OF JONES &amp; MAYER Total Check Amount:</b>						<b>\$880.00</b>
174344	CHRISTINE MARICK	02/24/2017	22701	110	REIMB:CANDIDATE STMT	\$78.00
<b>CHRISTINE MARICK Total Check Amount:</b>						<b>\$78.00</b>
174345	MOTOROLA SOLUTIONS, INC.	02/24/2017	22012	110141471	ADAPTER	\$61.19
<b>MOTOROLA SOLUTIONS, INC. Total Check Amount:</b>						<b>\$61.19</b>
174346	OFFICE DEPOT, INC	02/24/2017	4743	110212121	OFFICE SUPPLIES	\$88.85
		02/24/2017	4743	110222211	OFFICE SUPPLIES	\$15.56
		02/24/2017	4743	110404311	OFFICE SUPPLIES	\$286.44
		02/24/2017	4743	110404521	OFFICE SUPPLIES	\$92.83
		02/24/2017	4743	110515111	OFFICE SUPPLIES	\$57.32
<b>OFFICE DEPOT, INC Total Check Amount:</b>						<b>\$541.00</b>
174347	PACIFIC COAST ENTERTAINMENT	02/24/2017	21588	110404542	AUDIO EQPT:MONGORAMA	\$850.00
<b>PACIFIC COAST ENTERTAINMENT Total Check Amount:</b>						<b>\$850.00</b>
174348	PARACLETE FIRE AND SAFETY, INC.	02/24/2017	17760	110222221	FIRE EXT SVC:FS #1	\$63.91
<b>PARACLETE FIRE AND SAFETY, INC. Total Check Amount:</b>						<b>\$63.91</b>
174349	PLUMBING WHOLESALE OUTLET, INC.	02/24/2017	18392	490515151	GLOVES & TAPE	\$23.02
<b>PLUMBING WHOLESALE OUTLET, INC. Total Check Amount:</b>						<b>\$23.02</b>
174350	RALPHS CUSTOMER CHARGES	02/24/2017	1148	110404521	FRIDAY LUNCH	\$13.58
<b>RALPHS CUSTOMER CHARGES Total Check Amount:</b>						<b>\$13.58</b>
174351	RICHARD RIOS	02/24/2017	16350	110	REIMB:CANDIDATE STMT	\$78.00
<b>RICHARD RIOS Total Check Amount:</b>						<b>\$78.00</b>
174352	CARL ROWE	02/24/2017	23677	110404542	PIANO TUNING:STEINWAY	\$120.00
<b>CARL ROWE Total Check Amount:</b>						<b>\$120.00</b>
174353	SCCIAA	02/24/2017	25339	110212111	HAEBE:2017 MEMBERSHIP	\$45.00
<b>SCCIAA Total Check Amount:</b>						<b>\$45.00</b>
174354	SPARKLETTS	02/24/2017	3001	490515151	020317 DRNKG FTN WTR	\$10.39
<b>SPARKLETTS Total Check Amount:</b>						<b>\$10.39</b>
174355	ST JOSEPH HERITAGE HEALTHCARE	02/24/2017	10952	110141481	HR MED SVCS JAN 2017	\$355.00
<b>ST JOSEPH HERITAGE HEALTHCARE Total Check Amount:</b>						<b>\$355.00</b>
174356	STAGELIGHT FAMILY PRODUCTIONS	02/24/2017	7825	110404542	BYT:WIZARD OF OZ #5	\$9,642.19
<b>STAGELIGHT FAMILY PRODUCTIONS Total Check Amount:</b>						<b>\$9,642.19</b>
174357	TMK INDUSTRIAL FASTNERS	02/24/2017	20181	420515131	NUTS AND BOLTS	\$2,267.86

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>TMK INDUSTRIAL FASTNERS</b>					<b>Total Check Amount:</b>	<b>\$2,267.86</b>
174358	UNITED PARCEL SERVICE	02/24/2017	3174	110141441	SHIPPING CHGS JAN-FEB	\$338.32
		02/24/2017	3174	110141441	SHIPPING CHGS OCT-NOV	\$139.28
<b>UNITED PARCEL SERVICE</b>					<b>Total Check Amount:</b>	<b>\$477.60</b>
174359	VERIZON WIRELESS	02/24/2017	21122	420515131	9779397813 12/27-1/26	\$38.01
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$38.01</b>
174360	WOODRUFF, SPRADLIN & SMART	02/24/2017	24094	950000000	ILJAOC LGL SVCS JAN17	\$2,975.00
<b>WOODRUFF, SPRADLIN &amp; SMART</b>					<b>Total Check Amount:</b>	<b>\$2,975.00</b>
<b>Check Subtotal</b>						<b>\$94,299.34</b>
V23486	ACTIVE NETWORK, INC.	02/24/2017	14295	110404211	ACTIVE NET EQPT	\$1,378.45
<b>ACTIVE NETWORK, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,378.45</b>
V23487	ADAMSON POLICE PRODUCTS	02/24/2017	4023	110212131	GUN SIGHT	\$657.28
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$657.28</b>
V23488	ADLERHORST INT'L INC	02/24/2017	2223	110212131	JARVIS TRAINING FEB17	\$350.00
		02/24/2017	2223	110212131	K9 SUPPLIES:CHIEF	\$28.02
<b>ADLERHORST INT'L INC</b>					<b>Total Check Amount:</b>	<b>\$378.02</b>
V23489	ADMINISTRATIVE & PROF	02/24/2017	3344	110	DED:4010 APEA DUES	\$528.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$528.00</b>
V23490	AKAL CONSULTANTS	02/24/2017	19771	510707712	TRACKS@BREA SRTS/SR25	\$3,900.00
<b>AKAL CONSULTANTS</b>					<b>Total Check Amount:</b>	<b>\$3,900.00</b>
V23491	ALBERT GROVER & ASSOCIATES	02/24/2017	23588	510707709	BIRCH ST TSSP DEC16	\$6,430.00
<b>ALBERT GROVER &amp; ASSOCIATES</b>					<b>Total Check Amount:</b>	<b>\$6,430.00</b>
V23492	CHRISTINE BAIR	02/24/2017	8743	110212121	BAIR:CAPE ANNUAL TRNG	\$24.00
<b>CHRISTINE BAIR</b>					<b>Total Check Amount:</b>	<b>\$24.00</b>
V23493	BPSEA MEMORIAL FOUNDATION	02/24/2017	14990	110	DED:4050 MEMORIAL	\$239.50
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$239.50</b>
V23494	BREA CITY EMPLOYEES ASSOCIATION	02/24/2017	3236	110	DED:4005 BCEA DUES	\$552.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$552.00</b>
V23495	BREA FIREFIGHTERS ASSOCIATION	02/24/2017	3237	110	DED:4015 ASSOCAFLAC	\$18.34
		02/24/2017	3237	110	DED:4016 ASSOC DUES	\$2,001.00
<b>BREA FIREFIGHTERS ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$2,019.34</b>
V23496	BREA POLICE ASSOCIATION	02/24/2017	3769	110	DED:4030 BPA REG	\$3,650.00
<b>BREA POLICE ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$3,650.00</b>
V23497	BREA POLICE ATHLETIC LEAGUE	02/24/2017	1068	110	DED:5010 B.P.A.L.	\$130.00
<b>BREA POLICE ATHLETIC LEAGUE</b>					<b>Total Check Amount:</b>	<b>\$130.00</b>
V23498	BREA POLICE MANAGEMENT ASSOCIATION	02/24/2017	21189	110	DED:4019 LDF DUES	\$14.50
		02/24/2017	21189	110	DED:4020 ASSOC DUES	\$227.50
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$242.00</b>
V23499	C.WELLS PIPELINE MATERIALS INC	02/24/2017	13055	420515131	PLUMBING SUPPLIES	\$1,059.10

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$1,059.10
V23500	JEFFREY COVER	02/24/2017	25721	110212111	COVER:LIDAR OP TRNG	\$50.83
JEFFREY COVER					Total Check Amount:	\$50.83
V23501	LOUISE DIONNE	02/24/2017	26079	110212111	DIONNE:S OFFENDER REG	\$24.00
LOUISE DIONNE					Total Check Amount:	\$24.00
V23502	DOG DEALERS, INC	02/24/2017	3573	110404145	DOG MANNERS CRASH CRS	\$41.00
DOG DEALERS, INC					Total Check Amount:	\$41.00
V23503	ENTERPRISE FM TRUST	02/24/2017	15895	110212121	LEASE CH TAHOE FEB17	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V23504	EQUIPMENT DIRECT INC	02/24/2017	4522	420515131	JACKET	\$35.56
		02/24/2017	4522	420515131	TRAFFIC CONES (100)	\$1,648.58
EQUIPMENT DIRECT INC					Total Check Amount:	\$1,684.14
V23505	EXTERMINETICS OF SO CALIF INC	02/24/2017	3298	110515125	PEST CTRL:PRKNG BLDGS	\$240.00
		02/24/2017	3298	490515151	CURTIS/OLD CITY HALL	\$120.00
		02/24/2017	3298	490515151	PEST CONTROL:OLD JAIL	\$100.00
		02/24/2017	3298	490515151	PEST CTRL:BCC PARKING	\$60.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$520.00
V23506	DON GOLDEN	02/24/2017	10729	110323242	INSP SVCS 2/3-2/16/17	\$9,500.75
DON GOLDEN					Total Check Amount:	\$9,500.75
V23507	TERRANCE GREEN	02/24/2017	12103	110212111	GREEN:S OFFENDER REG	\$24.00
TERRANCE GREEN					Total Check Amount:	\$24.00
V23508	GRIFFIN STRUCTURES, INC.	02/24/2017	18352	510707903	SUPRBLK PKG STR JAN17	\$13,950.00
GRIFFIN STRUCTURES, INC.					Total Check Amount:	\$13,950.00
V23509	ROBERT HAEFNER	02/24/2017	14703	110212111	HAEFNER:FTO UPDTE CRS	\$28.31
ROBERT HAEFNER					Total Check Amount:	\$28.31
V23510	INK LINK INC	02/24/2017	22423	110404421	SIGNAGE	\$1,211.11
INK LINK INC					Total Check Amount:	\$1,211.11
V23511	KELLY PAPER	02/24/2017	7039	110141441	12X18 DIGITAL SILK	\$198.26
		02/24/2017	7039	110141441	19X13 DIGITAL SILK	\$53.38
		02/24/2017	7039	110141441	CREDIT INV #8404952	(\$198.27)
		02/24/2017	7039	110141441	CREDIT INV #8404957	(\$53.38)
		02/24/2017	7039	110141441	PAPER	\$103.60
KELLY PAPER					Total Check Amount:	\$103.59
V23512	LINCOLN AQUATICS	02/24/2017	17902	110404422	BICARB OF SODA	\$342.97
LINCOLN AQUATICS					Total Check Amount:	\$342.97
V23513	TINA MEYER	02/24/2017	12786	110212133	REIMB:COMM CTR FRAMES	\$83.40
TINA MEYER					Total Check Amount:	\$83.40
V23514	MISSION AIRE CORPORATION	02/24/2017	21602	490515151	SERVICE ON A/C #13	\$998.00
MISSION AIRE CORPORATION					Total Check Amount:	\$998.00

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V23515	MUELLER COMPANY	02/24/2017	18067	420515131	METERS FOR RESALE (5)	\$2,801.82
<b>MUELLER COMPANY</b>					<b>Total Check Amount:</b>	<b>\$2,801.82</b>
V23516	SHAWN NEEL	02/24/2017	5849	110212121	NEEL:HOMICIDE INVEST.	\$160.00
<b>SHAWN NEEL</b>					<b>Total Check Amount:</b>	<b>\$160.00</b>
V23517	O'DUFFY BROTHERS, INC.	02/24/2017	26216	510707452	GLENBRK WTRLNE/STRTS	\$126,020.54
<b>O'DUFFY BROTHERS, INC.</b>					<b>Total Check Amount:</b>	<b>\$126,020.54</b>
V23518	ONWARD ENGINEERING	02/24/2017	22106	110515171	INSP:MISC PW PERMITS	\$560.00
		02/24/2017	22106	510707924	INSP:BR MALL BUS STOP	\$40.00
<b>ONWARD ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$600.00</b>
V23519	ORANGE COUNTY UNITED WAY	02/24/2017	3451	110	DED:5005 UNITED WAY	\$47.40
<b>ORANGE COUNTY UNITED WAY</b>					<b>Total Check Amount:</b>	<b>\$47.40</b>
V23520	PROJECT DIMENSIONS	02/24/2017	23924	510707873	TRKS S2 CONST MGT JAN	\$7,882.67
		02/24/2017	23924	510707873	TRKS S6 CONST MGT JAN	\$7,178.52
<b>PROJECT DIMENSIONS</b>					<b>Total Check Amount:</b>	<b>\$15,061.19</b>
V23521	RAY-LITE INDUSTRIES, INC.	02/24/2017	19800	110404154	LED LIGHT UPGRADE:BCC	\$1,061.88
<b>RAY-LITE INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,061.88</b>
V23522	PAMELA SCHMIDT	02/24/2017	12209	110404145	HYPNOSIS CLASS	\$25.00
<b>PAMELA SCHMIDT</b>					<b>Total Check Amount:</b>	<b>\$25.00</b>
V23523	SMART & FINAL	02/24/2017	3269	110404429	TEEN DANCE	\$149.53
		02/24/2017	3269	110404521	FRIDAY LUNCH	\$151.05
		02/24/2017	3269	110404521	FRIDAY LUNCH 2/10/17	\$18.74
		02/24/2017	3269	110404521	FRIDAY LUNCH BACKUP	\$11.44
		02/24/2017	3269	110404521	FRIDAY LUNCH SUPPLIES	\$10.84
<b>SMART &amp; FINAL</b>					<b>Total Check Amount:</b>	<b>\$341.60</b>
V23524	SPECTRUM GAS PRODUCTS, INC.	02/24/2017	16060	110222222	OXYGEN	\$37.30
<b>SPECTRUM GAS PRODUCTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$37.30</b>
V23525	STAPLES TECHNOLOGY SOLUTIONS	02/24/2017	22888	110141411	TONER	\$77.32
		02/24/2017	22888	110323211	TONER	\$172.70
<b>STAPLES TECHNOLOGY SOLUTIONS</b>					<b>Total Check Amount:</b>	<b>\$250.02</b>
V23526	SUNGARD PUBLIC SECTOR INC.	02/24/2017	11177	110141471	ASP BACKUP SVC MAR17	\$1,730.88
<b>SUNGARD PUBLIC SECTOR INC.</b>					<b>Total Check Amount:</b>	<b>\$1,730.88</b>
V23527	JOY THOMPSON	02/24/2017	14714	110212111	THOMPSON:S OFFEND REG	\$24.00
<b>JOY THOMPSON</b>					<b>Total Check Amount:</b>	<b>\$24.00</b>
V23528	TOTAL ADMINISTRATIVE SERVICE CORP.	02/24/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
		02/24/2017	26017	110	DED:808C FSA UR MED	\$4,639.75
<b>TOTAL ADMINISTRATIVE SERVICE CORP.</b>					<b>Total Check Amount:</b>	<b>\$6,292.24</b>
V23529	TRENCH SHORING COMPANY	02/24/2017	16935	420515131	PLATE RENTAL	\$577.50
<b>TRENCH SHORING COMPANY</b>					<b>Total Check Amount:</b>	<b>\$577.50</b>
V23530	TURBO DATA SYSTEMS, INC.	02/24/2017	1472	110212132	HH LEASE TPM JAN 2017	\$258.60

## City Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>TURBO DATA SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$258.60</b>
V23531	UNDERGROUND SERVICE ALERT/SC	02/24/2017	4537	420515131	UNDRGRND TICKETS JAN17	\$132.00
<b>UNDERGROUND SERVICE ALERT/SC</b>					<b>Total Check Amount:</b>	<b>\$132.00</b>
V23532	US METRO GROUP, INC.	02/24/2017	24814	110515125	EXTRA JAN SVC:DT DEC	\$1,312.50
		02/24/2017	24814	490515151	EXTR JAN:TREE LIGHTNG	\$75.00
<b>US METRO GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,387.50</b>
V23533	VIRTUAL PROJECT MANAGER	02/24/2017	23508	510707452	SYSTEM MGMT FEB 2017	\$83.00
		02/24/2017	23508	510707709	SYSTEM MGMT FEB 2017	\$83.00
		02/24/2017	23508	510707873	SYSTEM MGMT FEB 2017	\$167.00
		02/24/2017	23508	510707903	SYSTEM MGMT FEB 2017	\$84.00
		02/24/2017	23508	510707930	SYSTEM MGMT FEB 2017	\$83.00
<b>VIRTUAL PROJECT MANAGER</b>					<b>Total Check Amount:</b>	<b>\$500.00</b>
V23534	VISTA PAINT CORPORATION	02/24/2017	4573	110515125	FIRE PAINT FOR P.S. 2	\$713.95
		02/24/2017	4573	110515125	FIRE PAINT FOR PS 2	\$839.35
		02/24/2017	4573	110515125	FIRE PAINT:DT PS#2	\$216.12
		02/24/2017	4573	490515151	PAINT PROJ @ CURTIS	\$87.05
		02/24/2017	4573	490515151	PAINT SUPPLIES @ CCC	\$31.00
<b>VISTA PAINT CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$1,887.47</b>
V23535	WALTERS WHOLESALE ELECTRIC	02/24/2017	1667	490515151	LIGHT BULBS FOR BCC	\$59.30
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$59.30</b>
V23536	RICHARD WILDMAN	02/24/2017	26129	110212111	WILDMAN:RADAR/LIDAR	\$117.70
<b>RICHARD WILDMAN</b>					<b>Total Check Amount:</b>	<b>\$117.70</b>
V23537	WILLDAN ENGINEERING	02/24/2017	12445	110000000	INSP:MISC PERMTS AT&T	\$3,132.00
		02/24/2017	12445	110323242	INSP THRU 04/01/16	\$10,260.00
		02/24/2017	12445	110323242	INSP THRU 6/30/16	\$15,200.00
		02/24/2017	12445	110515171	TRFC ENG'G SVCS NOV16	\$8,526.00
		02/24/2017	12445	510515171	TRFC ENG'G SVCS NOV16	\$1,274.00
		02/24/2017	12445	510707709	BIRCH ST TSSP 12/30	\$16,523.00
		02/24/2017	12445	510707709	CONST MGMT/INSP 11/25	\$7,076.00
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$61,991.00</b>
<b>Voucher Subtotal</b>						<b>\$271,812.70</b>

**TOTAL \$366,112.04**

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174361	AT&T	03/03/2017	22390	110141471	7149110022 2277 2/14	\$222.08
		03/03/2017	22390	110212133	7149907901 5259 2/14	\$193.72
<b>AT&amp;T</b>					<b>Total Check Amount:</b>	<b>\$415.80</b>
174362	AT&T CALNET	03/03/2017	20391	110141471	9391011961 3/3	\$230.19
		03/03/2017	20391	110141471	9391011962 3/3	\$75.35
		03/03/2017	20391	110141471	9391011963 3/3	\$19.63
		03/03/2017	20391	110141471	9391011965 3/3	\$38.02
		03/03/2017	20391	110141471	9391011966 3/3	\$55.07
		03/03/2017	20391	110141471	9391011970 3/3	\$75.21
		03/03/2017	20391	110141471	9391011971 3/3	\$37.42
		03/03/2017	20391	110141471	9391011972 3/3	\$115.34
		03/03/2017	20391	110141471	9391011973 3/3	\$39.28
		03/03/2017	20391	110141471	9391011974 3/3	\$0.01
		03/03/2017	20391	110141471	9391011975 3/3	\$3,923.04
		03/03/2017	20391	110141471	9391011976 3/3	\$897.51
		03/03/2017	20391	110141471	9391011978 3/3	\$772.07
		03/03/2017	20391	110141471	9391011979 3/3	\$80.81
		03/03/2017	20391	110141471	9391023157 3/3	\$19.63
		03/03/2017	20391	110141471	9391023158 3/3	\$32.36
		03/03/2017	20391	110141471	9391023159 3/3	\$20.25
		03/03/2017	20391	110141471	9391052504 3/3	\$274.15
		03/03/2017	20391	110141471	9391052507 3/3	\$274.15
		03/03/2017	20391	110141471	9391057787 3/3	\$346.48
		03/03/2017	20391	110141471	9391060716 3/3	\$165.71
		03/03/2017	20391	420515131	9391011964 3/3	\$37.35
		03/03/2017	20391	420515131	9391011967 3/3	\$0.13
		03/03/2017	20391	420515131	9391011977 3/3	\$634.70
<b>AT&amp;T CALNET</b>					<b>Total Check Amount:</b>	<b>\$8,163.86</b>
174363	BC TRAFFIC SPECIALIST	03/03/2017	17405	110515125	GRAVEL BAGS:EROSN CTL	\$1,974.63
<b>BC TRAFFIC SPECIALIST</b>					<b>Total Check Amount:</b>	<b>\$1,974.63</b>
174364	BREA ROTARY CLUB	03/03/2017	1338	110222211	QRTLY DUES JAN-MAR17	\$266.25
<b>BREA ROTARY CLUB</b>					<b>Total Check Amount:</b>	<b>\$266.25</b>
174365	BREA/ORANGE COUNTY PLUMBING	03/03/2017	3781	490515151	CLEAR PLANTER DRN:CCC	\$1,920.02
		03/03/2017	3781	490515151	ELECT. RPR:OLNDA PLCE	\$1,000.00
		03/03/2017	3781	490515151	TNKLSS WTR HTR:OLINDA	\$2,119.41
<b>BREA/ORANGE COUNTY PLUMBING</b>					<b>Total Check Amount:</b>	<b>\$5,039.43</b>
174366	CANNINGS ACE HARDWARE	03/03/2017	15828	480515161	SHOP SUPPLIES	\$58.98
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$58.98</b>

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174367	CAVENAUGH & ASSOCIATES	03/03/2017	5975	110212111	MCDUFFY:DUI SEMINAR	\$538.00
CAVENAUGH & ASSOCIATES					Total Check Amount:	\$538.00
174368	CHICAGO TITLE COMPANY	03/03/2017	24835	280323215	PIRT: CAMARILLO	\$100.00
CHICAGO TITLE COMPANY					Total Check Amount:	\$100.00
174369	CLIMATEC	03/03/2017	23618	490515151	ALERTON TECHSUPP 0217	\$438.57
		03/03/2017	23618	490515151	REPLACE UPS @ SR CTR	\$435.17
CLIMATEC					Total Check Amount:	\$873.74
174370	COUNTY OF ORANGE	03/03/2017	4799	110212122	PRKNG CITATIONS JAN17	\$7,366.50
COUNTY OF ORANGE					Total Check Amount:	\$7,366.50
174371	COUNTY OF ORANGE	03/03/2017	4799	110111161	11/8/16 ELECTION COST	\$29,505.09
COUNTY OF ORANGE					Total Check Amount:	\$29,505.09
174372	COUNTY OF ORANGE	03/03/2017	4799	110212131	COMM CHGS BR1 DEC16	\$530.28
COUNTY OF ORANGE					Total Check Amount:	\$530.28
174373	CREATE A PARTY RENTALS	03/03/2017	7113	110404312	GALLERY RCPTN RENTALS	\$1,344.42
CREATE A PARTY RENTALS					Total Check Amount:	\$1,344.42
174374	DEPARTMENT OF TRANSPORTATION	03/03/2017	13722	110515121	SGNAL/LIGHTNG SEP-DEC	\$12,528.61
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$12,528.61
174375	DMV RENEWAL	03/03/2017	3545	480515161	2017 VEH REG RENEWAL	\$276.00
DMV RENEWAL					Total Check Amount:	\$276.00
174376	EDISON CO	03/03/2017	3343	110515121	ELECTRICITY JAN-FEB17	\$885.26
EDISON CO					Total Check Amount:	\$885.26
174377	FRONTIER COMMUNICATIONS	03/03/2017	26183	110212133	562 1820146 FEB-MAR17	\$44.14
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.14
174378	THE GAS COMPANY	03/03/2017	3749	490515151	GAS JAN/FEB 2017	\$211.43
THE GAS COMPANY					Total Check Amount:	\$211.43
174379	GOVERNMENTJOBS.COM, INC.	03/03/2017	26473	110141481	JOB POST:AQUATCS SPEC	\$175.00
GOVERNMENTJOBS.COM, INC.					Total Check Amount:	\$175.00
174380	HOSHIZAKI WESTERN D.C. INC.	03/03/2017	15920	490515151	REPLACEMENT CARTRIDGE BCC	\$65.98
HOSHIZAKI WESTERN D.C. INC.					Total Check Amount:	\$65.98
174381	IBM CORPORATION	03/03/2017	24540	950000000	ILJAOC DTASRC JUL-JUN	\$28,108.09
		03/03/2017	24540	950000000	ILJAOC SRMA JUL-JUN17	\$1,152.88
IBM CORPORATION					Total Check Amount:	\$29,260.97
174382	INTELLI-TECH	03/03/2017	22351	110141471	HP CP4025N PRINTER	\$1,096.90
		03/03/2017	22351	110141471	HP PRINTER	\$801.66
INTELLI-TECH					Total Check Amount:	\$1,898.56
174383	PHILIP JONES	03/03/2017	26692	110000000	PD REPORT REQ REFUND	\$3.00
PHILIP JONES					Total Check Amount:	\$3.00
174384	LAW OFFICES OF JONES & MAYER	03/03/2017	12144	110212111	LGL SVCS POLICE JAN17	\$1,072.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,072.00

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174385	LIFE-ASSIST, INC.	03/03/2017	10530	110222222	PARAMEDIC SUPPLIES	\$2,742.47
LIFE-ASSIST, INC.					Total Check Amount:	\$2,742.47
174386	MCPEEK'S DODGE OF ANAHEIM	03/03/2017	22049	480515161	HEATER HOSE	\$147.08
MCPEEK'S DODGE OF ANAHEIM					Total Check Amount:	\$147.08
174387	MOTOROLA SOLUTIONS, INC.	03/03/2017	22012	110222223	DASH MT ASSY/ADAPTER	\$369.06
MOTOROLA SOLUTIONS, INC.					Total Check Amount:	\$369.06
174388	NDS, LLC (NORCO DELIVERY SERVICES)	03/03/2017	25312	110141441	MO. STOP CHARGE FEB17	\$235.40
		03/03/2017	25312	110141441	PRESORT POSTAGE FEB17	\$74.85
NDS, LLC (NORCO DELIVERY SERVICES)					Total Check Amount:	\$310.25
174389	NETWORKFLEET INC.	03/03/2017	25293	480515161	GPS FEES JAN 2017	\$969.00
NETWORKFLEET INC.					Total Check Amount:	\$969.00
174390	OFFICE DEPOT, INC	03/03/2017	4743	110111161	OFFICE SUPPLIES	\$92.12
		03/03/2017	4743	110212111	OFFICE SUPPLIES	\$259.90
		03/03/2017	4743	110222211	OFFICE SUPPLIES	\$129.27
OFFICE DEPOT, INC					Total Check Amount:	\$481.29
174391	ORANGE COUNTY SHERIFF'S DEPT	03/03/2017	6542	110212111	WILDMAN:TFC COLL INV	\$70.00
ORANGE COUNTY SHERIFF'S DEPT					Total Check Amount:	\$70.00
174392	PLUMBING WHOLESALE OUTLET, INC.	03/03/2017	18392	490515151	REPL TOILET:CONF CTR	\$481.49
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$481.49
174393	PUENTE HILLS FORD	03/03/2017	25742	480515161	1006 ECM REPROGRAM	\$170.00
		03/03/2017	25742	480515161	CR ON HEATR CORE REPL	(\$50.00)
PUENTE HILLS FORD					Total Check Amount:	\$120.00
174394	RIVERSIDE COUNTY SHERIFF'S DEPT	03/03/2017	10660	110212111	MCDUFFY:REPORT WRITNG	\$59.00
RIVERSIDE COUNTY SHERIFF'S DEPT					Total Check Amount:	\$59.00
174395	SPARKLETTS	03/03/2017	3001	110111161	012717 COUNCL MTG WTR	\$19.50
SPARKLETTS					Total Check Amount:	\$19.50
174396	U.S. BANK N.A.	03/03/2017	26621	510707903	ESCROW #13389006 4713	\$590.80
		03/03/2017	26621	510707903	ESCROW #13389006 4721	\$17,400.00
U.S. BANK N.A.					Total Check Amount:	\$17,990.80
174397	UNITED STATES POSTAL SERVICE	03/03/2017	19260	110404214	MAIL:2017 JWLRY SHOW	\$1,152.00
UNITED STATES POSTAL SERVICE					Total Check Amount:	\$1,152.00
174398	URBAN GRAFFITI ENTERPRISES INC.	03/03/2017	4352	110515121	GRAFFTI REMOVAL DEC16	\$2,000.00
		03/03/2017	4352	110515121	GRAFFTI REMOVAL JAN17	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.					Total Check Amount:	\$4,000.00
174399	VERIZON WIRELESS	03/03/2017	21122	110212121	9779729892 1/4-2/3	\$53.64
VERIZON WIRELESS					Total Check Amount:	\$53.64
174400	WEST-LITE SUPPLY CO., INC.	03/03/2017	5192	490515151	LIGHTING	\$716.21
WEST-LITE SUPPLY CO., INC.					Total Check Amount:	\$716.21

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Check Subtotal						<b>\$132,279.72</b>
V23538	AAA FLAG & BANNER	03/03/2017	26599	110404312	CNTNL ST BANNER INSTL	\$11,585.14
AAA FLAG & BANNER Total Check Amount:						<b>\$11,585.14</b>
V23539	ACTIVE NETWORK, INC.	03/03/2017	14295	110404211	ACTIVE NET EQPT:BCC	\$1,982.60
ACTIVE NETWORK, INC. Total Check Amount:						<b>\$1,982.60</b>
V23540	ADVANCED BATTERY SYSTEMS, INC	03/03/2017	21035	480515161	ODYSSEY BATTERIES	\$530.41
ADVANCED BATTERY SYSTEMS, INC Total Check Amount:						<b>\$530.41</b>
V23541	AKAL CONSULTANTS	03/03/2017	19771	510707251	57/LAMBERT 9/1-10/20	\$5,557.50
AKAL CONSULTANTS Total Check Amount:						<b>\$5,557.50</b>
V23542	ALL CITY MANAGEMENT SERVS INC	03/03/2017	6604	110212132	CRSNG GRDS 1/15-1/28	\$2,374.40
		03/03/2017	6604	110212132	CRSNG GRDS 1/29-2/11	\$2,968.00
ALL CITY MANAGEMENT SERVS INC Total Check Amount:						<b>\$5,342.40</b>
V23543	ALTERNATIVE HOSE, INC.	03/03/2017	18488	480515161	HOSE/T-BOLT CLAMP	\$54.18
ALTERNATIVE HOSE, INC. Total Check Amount:						<b>\$54.18</b>
V23544	ANAHEIM GLASS, INC.	03/03/2017	21760	490515151	GLSS TOP L3 RECEPTION	\$319.13
ANAHEIM GLASS, INC. Total Check Amount:						<b>\$319.13</b>
V23545	BEST LAWN MOWER SERVICE	03/03/2017	16230	480515161	BACKPCK BLOWER REPAIR	\$57.10
BEST LAWN MOWER SERVICE Total Check Amount:						<b>\$57.10</b>
V23546	BREA DISPOSAL, INC	03/03/2017	3330	440515122	JAN 2017 RES TONNAGE	\$60,580.87
BREA DISPOSAL, INC Total Check Amount:						<b>\$60,580.87</b>
V23547	CALIFORNIA RETROFIT, INC	03/03/2017	4447	110515125	LIGHT BULB DISPOSAL	\$52.75
CALIFORNIA RETROFIT, INC Total Check Amount:						<b>\$52.75</b>
V23548	CAMERON WELDING SUPPLY	03/03/2017	22221	480515161	WELDING GAS	\$50.72
CAMERON WELDING SUPPLY Total Check Amount:						<b>\$50.72</b>
V23549	CANON FINANCIAL SERVICES, INC.	03/03/2017	20648	110141441	13-COPIER LEASE MAR17	\$3,514.76
CANON FINANCIAL SERVICES, INC. Total Check Amount:						<b>\$3,514.76</b>
V23550	CLARK SECURITY PRODUCTS, INC.	03/03/2017	20003	490515151	COMB LOCKS @ BCC	\$208.50
		03/03/2017	20003	490515151	LOCK PARTS:FIRE STN	\$1,263.20
CLARK SECURITY PRODUCTS, INC. Total Check Amount:						<b>\$1,471.70</b>
V23551	CONTROLLED MOTION SOLUTIONS INC	03/03/2017	19789	480515161	VACTOR HOSE REPAIR	\$300.00
CONTROLLED MOTION SOLUTIONS INC Total Check Amount:						<b>\$300.00</b>
V23552	DANIELS TIRE SERVICE	03/03/2017	3133	480515161	TIRES	\$300.96
DANIELS TIRE SERVICE Total Check Amount:						<b>\$300.96</b>
V23553	DISPLAY APPEAL	03/03/2017	2287	480515161	VEHICLE # DECALS	\$22.63
DISPLAY APPEAL Total Check Amount:						<b>\$22.63</b>
V23554	ECONOLITE CONTROL PRODUCTS, INC.	03/03/2017	20215	110515171	CENTRACS SOFTWARE MNT	\$8,100.00
ECONOLITE CONTROL PRODUCTS, INC. Total Check Amount:						<b>\$8,100.00</b>
V23555	GAIL EVERTSEN	03/03/2017	10141	110212111	EVERTSEN:MILEAGE FEB	\$21.94
GAIL EVERTSEN Total Check Amount:						<b>\$21.94</b>

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V23556	CANDICE FISHER	03/03/2017	23787	110141481	FISHER:MILEAGE FEB17	\$48.26
<b>CANDICE FISHER</b>						<b>Total Check Amount: \$48.26</b>
V23557	FLEMING ENVIRONMENTAL, INC.	03/03/2017	18487	480515161	CT YD AQMD VAPOR TEST	\$750.00
		03/03/2017	18487	480515161	FS3 CSWB VIOLATN CORR	\$150.00
<b>FLEMING ENVIRONMENTAL, INC.</b>						<b>Total Check Amount: \$900.00</b>
V23558	GALE SUPPLY COMPANY	03/03/2017	21090	490515151	LINERS/CLEANERS	\$71.37
<b>GALE SUPPLY COMPANY</b>						<b>Total Check Amount: \$71.37</b>
V23559	HI STANDARD AUTOMOTIVE, LLC	03/03/2017	2226	480515161	1224 INSTALL BATTERY TIME	\$217.37
<b>HI STANDARD AUTOMOTIVE, LLC</b>						<b>Total Check Amount: \$217.37</b>
V23560	HITECH SOFTWARE INC	03/03/2017	19937	110515125	CAR COUNT MAINT FEB17	\$920.00
<b>HITECH SOFTWARE INC</b>						<b>Total Check Amount: \$920.00</b>
V23561	JAMES LEE HOWE	03/03/2017	5953	110404145	GOLF INSTRUCTOR	\$80.00
<b>JAMES LEE HOWE</b>						<b>Total Check Amount: \$80.00</b>
V23562	HUNTINGTON COURT REPORTS&TRANSCRIP.	03/03/2017	18131	110212122	TRNSCRPTN 05-2626 2/6	\$770.80
		03/03/2017	18131	110212122	TRNSCRPTN 1/16-1/31	\$747.36
<b>HUNTINGTON COURT REPORTS&amp;TRANSCRIP.</b>						<b>Total Check Amount: \$1,518.16</b>
V23563	IMPERIAL SPRINKLER SUPPLY	03/03/2017	24260	110515125	IRRIG PARTS FOR DNTWN	\$105.60
<b>IMPERIAL SPRINKLER SUPPLY</b>						<b>Total Check Amount: \$105.60</b>
V23564	INFRASTRUCTURE ENGINEERS	03/03/2017	22809	510707461	CLIFFWOOD WTR LNE IMP	\$3,487.00
<b>INFRASTRUCTURE ENGINEERS</b>						<b>Total Check Amount: \$3,487.00</b>
V23565	INK LINK INC	03/03/2017	22423	110404312	PARADE STARTER BANNER	\$190.72
<b>INK LINK INC</b>						<b>Total Check Amount: \$190.72</b>
V23566	JACKSON'S AUTO SUPPLY	03/03/2017	1143	480515161	AUTO SUPPLIES JAN17	\$2,038.88
		03/03/2017	1143	490515151	HVAC BELTS FS #2	\$14.83
<b>JACKSON'S AUTO SUPPLY</b>						<b>Total Check Amount: \$2,053.71</b>
V23567	JACOBSEN WEST	03/03/2017	24302	480515161	SEAT KIT	\$258.22
<b>JACOBSEN WEST</b>						<b>Total Check Amount: \$258.22</b>
V23568	KREUZER CONSULTING GROUP	03/03/2017	22072	510707278	IMPRL/BERRY INT JAN17	\$6,799.50
<b>KREUZER CONSULTING GROUP</b>						<b>Total Check Amount: \$6,799.50</b>
V23569	LIGHTGUARD SYSTEMS, INC.	03/03/2017	21816	110515125	CRSSWLK SAFETY LGHTNG	\$1,610.86
<b>LIGHTGUARD SYSTEMS, INC.</b>						<b>Total Check Amount: \$1,610.86</b>
V23570	THE LIGHTHOUSE	03/03/2017	8787	480515161	CR:0289794-CHRM BEZEL	(\$30.46)
		03/03/2017	8787	480515161	LED BEACON LIGHTS	\$143.25
<b>THE LIGHTHOUSE</b>						<b>Total Check Amount: \$112.79</b>
V23571	LONG BEACH BMW	03/03/2017	18120	480515161	BMW TIRE AND WHEEL	\$1,405.77
<b>LONG BEACH BMW</b>						<b>Total Check Amount: \$1,405.77</b>
V23572	ELIZABETH LUSK	03/03/2017	16911	110212133	LUSK:CALNENA 911 TRNG	\$200.69
<b>ELIZABETH LUSK</b>						<b>Total Check Amount: \$200.69</b>
V23573	SUSAN MARTIN	03/03/2017	23655	110404524	COUNSELNG SUPVN JAN17	\$1,960.00

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SUSAN MARTIN					Total Check Amount:	\$1,960.00
V23574	MATRIX CONSULTING GROUP, LTD	03/03/2017	26519	460141474	IT ORGL ASSMNT JAN17	\$9,800.00
MATRIX CONSULTING GROUP, LTD					Total Check Amount:	\$9,800.00
V23575	MCCARTHY BUILDING COMPANIES, INC.	03/03/2017	26304	510707903	DT SUPERBLOCK PRKG #7	\$341,825.20
MCCARTHY BUILDING COMPANIES, INC.					Total Check Amount:	\$341,825.20
V23576	RYAN MCDUFFY	03/03/2017	25627	110212111	MCDUFFY:DUI SEMINAR	\$849.15
RYAN MCDUFFY					Total Check Amount:	\$849.15
V23577	MISSION AIRE CORPORATION	03/03/2017	21602	490515151	BOILER MAINT @ BCC	\$295.00
MISSION AIRE CORPORATION					Total Check Amount:	\$295.00
V23578	MSL ELECTRIC INC.	03/03/2017	15993	110515121	INSTLTN:ST LGHT POLES	\$2,824.01
MSL ELECTRIC INC.					Total Check Amount:	\$2,824.01
V23579	MUELLER COMPANY	03/03/2017	18067	420515131	METERS	\$2,643.75
MUELLER COMPANY					Total Check Amount:	\$2,643.75
V23580	MUNICIPAL WATER DISTRICT	03/03/2017	3784	420515131	WATER DELIVERY JAN17	\$19,587.68
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$19,587.68
V23581	MYERS AND SONS	03/03/2017	21624	110515121	ROAD CLOSED SIGNS	\$801.88
		03/03/2017	21624	110515121	TRAFFIC CONES	\$1,383.51
		03/03/2017	21624	110515121	TRAFFIC SIGNS	\$47.19
MYERS AND SONS					Total Check Amount:	\$2,232.58
V23582	ANTHONY NGUYEN	03/03/2017	25978	110212111	NGUYEN:INTVW/INTERROG	\$40.00
ANTHONY NGUYEN					Total Check Amount:	\$40.00
V23583	MIGUEL OJEDA	03/03/2017	25161	110212111	OJEDA:CRISIS INTRVNTN	\$34.87
MIGUEL OJEDA					Total Check Amount:	\$34.87
V23584	PARKHOUSE TIRE, INC.	03/03/2017	22120	480515161	FIRE TRUCK TIRES	\$2,295.19
PARKHOUSE TIRE, INC.					Total Check Amount:	\$2,295.19
V23585	PAVECO CONSTRUCTION, INC.	03/03/2017	23586	110515121	STR RPR:CARMICHAEL DR	\$16,782.34
PAVECO CONSTRUCTION, INC.					Total Check Amount:	\$16,782.34
V23586	PLUMBERS DEPOT INC.	03/03/2017	14542	430515123	CAMERA RPR:CCTV TRUCK	\$869.94
		03/03/2017	14542	430515123	OVERHAUL KIT:CCTV TRK	\$439.70
		03/03/2017	14542	430515123	PARTS:CAMERA TRUCK	\$397.79
		03/03/2017	14542	430515123	VACTOR TRUCK CLAMPS	\$193.63
PLUMBERS DEPOT INC.					Total Check Amount:	\$1,901.06
V23587	R DEPENDABLE CONST. INC	03/03/2017	23856	510707930	PD REMODEL PP #5	\$63,521.75
R DEPENDABLE CONST. INC					Total Check Amount:	\$63,521.75
V23588	RAY-LITE INDUSTRIES, INC.	03/03/2017	19800	490515151	LUTRON:CURTIS THEATER	\$129.30
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$129.30
V23589	READWRITE EDUCATIONAL, INC.	03/03/2017	3444	110404145	READING PROGRAMS	\$153.00
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$153.00
V23590	RUSSELL SIGLER INC.	03/03/2017	21638	490515151	HVAC BELTS:FIRE STN	\$2.78

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V23590	RUSSELL SIGLER INC.	03/03/2017	21638	490515151	HVAC PARTS:CCC	\$68.77
<b>RUSSELL SIGLER INC. Total Check Amount:</b>						<b>\$71.55</b>
V23591	SNAP-ON INDUSTRIAL	03/03/2017	17125	480515161	SNAP-ON TOOLS	\$50.57
		03/03/2017	17125	480515161	TOOLS	\$73.73
<b>SNAP-ON INDUSTRIAL Total Check Amount:</b>						<b>\$124.30</b>
V23592	SO CALIFORNIA ACADEMY OF MUSIC	03/03/2017	19969	110404214	PIANO INSTRUCTOR	\$756.00
<b>SO CALIFORNIA ACADEMY OF MUSIC Total Check Amount:</b>						<b>\$756.00</b>
V23593	STAPLES TECHNOLOGY SOLUTIONS	03/03/2017	22888	110212111	TONERS (5)	\$420.23
<b>STAPLES TECHNOLOGY SOLUTIONS Total Check Amount:</b>						<b>\$420.23</b>
V23594	STATE INDUSTRIAL PRODUCTS	03/03/2017	8572	490515151	CLEANNG PROD:FIRE STN	\$481.97
<b>STATE INDUSTRIAL PRODUCTS Total Check Amount:</b>						<b>\$481.97</b>
V23595	STERICYCLE, INC.	03/03/2017	11925	110212121	STERI-SAFE FEB 2017	\$436.72
<b>STERICYCLE, INC. Total Check Amount:</b>						<b>\$436.72</b>
V23596	THOMSON REUTERS - WEST	03/03/2017	22020	110212121	JAN 2017 INFO CHARGES	\$344.18
<b>THOMSON REUTERS - WEST Total Check Amount:</b>						<b>\$344.18</b>
V23597	THYSSENKRUPP ELEVATOR	03/03/2017	10308	110515125	ELEVATOR SVC:DT PS#1	\$1,009.09
<b>THYSSENKRUPP ELEVATOR Total Check Amount:</b>						<b>\$1,009.09</b>
V23598	TURBO DATA SYSTEMS, INC.	03/03/2017	1472	110212122	CITATION PROC JAN17	\$1,282.26
<b>TURBO DATA SYSTEMS, INC. Total Check Amount:</b>						<b>\$1,282.26</b>
V23599	UNITED ROTARY BRUSH CORPORATION	03/03/2017	16649	480515161	SWEEPER BROOMS (2)	\$200.42
		03/03/2017	16649	480515161	SWEEPER BROOMS (3)	\$300.62
<b>UNITED ROTARY BRUSH CORPORATION Total Check Amount:</b>						<b>\$501.04</b>
V23600	WALTERS WHOLESALE ELECTRIC	03/03/2017	1667	110515125	LGHTNG BALLAST:DT (2)	\$29.08
<b>WALTERS WHOLESALE ELECTRIC Total Check Amount:</b>						<b>\$29.08</b>
V23601	WAXIE SANITARY SUPPLY	03/03/2017	3332	490515151	TOWELS/STD ROLLS	\$1,172.16
<b>WAXIE SANITARY SUPPLY Total Check Amount:</b>						<b>\$1,172.16</b>
V23602	WEBBY DANCE COMPANY	03/03/2017	25323	110404214	TUMBLING/GYMNASTICS	\$230.00
<b>WEBBY DANCE COMPANY Total Check Amount:</b>						<b>\$230.00</b>
V23603	RICHARD WILDMAN	03/03/2017	26129	110212111	WILDMAN:TFC COLL TRNG	\$40.00
<b>RICHARD WILDMAN Total Check Amount:</b>						<b>\$40.00</b>
V23604	WILLDAN ENGINEERING	03/03/2017	12445	110515171	CITY TFC ENGG 12/30	\$1,566.00
		03/03/2017	12445	110515171	TRFC ENG'G SVCS DEC16	\$5,568.00
		03/03/2017	12445	430515171	SSMP RPT 2015UPD 4/29	\$8,256.50
		03/03/2017	12445	510515171	CITY TFC ENGG 12/30	\$234.00
		03/03/2017	12445	510515171	TRFC ENG'G SVCS DEC16	\$832.00
		03/03/2017	12445	510707219	CITY TFC ENGG 12/30	\$678.50
		03/03/2017	12445	510707219	TFC ENGG:TFC CALMING	\$720.00
		03/03/2017	12445	510707251	TFC ENGG:57/LAMBERT	\$868.25
		03/03/2017	12445	510707310	TFC ENGG:CNTRL/TAMRCK	\$240.00

## City Check Register for: Mar 3, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V23604	WILLDAN ENGINEERING	03/03/2017	12445	510707709	TFC ENGG:BIRCH STREET	\$80.00
		03/03/2017	12445	510707710	TFC ENGG:KRAEMER	\$240.00
		03/03/2017	12445	510707903	TFC ENGG:BLOCK 1 PRKG	\$320.00
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$19,603.25</b>
V23605	ZOLL MEDICAL CORPORATION	03/03/2017	23538	110222222	LIFEBAND 3 PACK	\$395.98
<b>ZOLL MEDICAL CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$395.98</b>
V23606	ZUMAR INDUSTRIES, INC.	03/03/2017	3802	510707703	NEW STREET NAME SIGNS	\$288.77
<b>ZUMAR INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$288.77</b>
<b>Voucher Subtotal</b>						<b>\$613,886.27</b>
<b>TOTAL</b>						<b>\$746,165.99</b>

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** Consideration of Approval of Successor Agency's Execution and Delivery of an Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component (Gateway Center) and Related Payoff Agreement and Taking Certain Related Actions

---

**RECOMMENDATION**

Adopt resolution to approve the Successor Agency's execution and delivery of an Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component and a related Payoff Agreement and take related actions, including a request for approval from the Successor Agency's Oversight Board.

**BACKGROUND/DISCUSSION**

With the elimination of redevelopment in California in 2012, successor agencies to the former redevelopment agencies have been tasked with the wind-down of the former redevelopment agencies' affairs. The proposed actions are in furtherance of the expeditious wind-down of the affairs of the former Brea Redevelopment Agency (the "Former Agency").

Pursuant to Health and Safety Code ("HSC") Section 34191.5, the Successor Agency prepared a long range property management plan (the "LRPMP") addressing the disposition of the real properties interests acquired by the Former Agency. As reflected on the LRPMP (as Property Interest #5), the Former Agency was, and now the Successor Agency is, the beneficiary under a Subordinated Deed of Trust and Assignment of Rents (the "Deed of Trust"). The Deed of Trust relates to a property commonly known as the "Gateway Center" (a shopping center located in Downtown Brea). The Deed of Trust secures certain periodic payments (the "Participation Payments") which Brea Gateway Center LP is obligated to make to the Successor Agency pursuant to a Disposition and Development Agreement (the "DDA"). Under the DDA, the Successor Agency is also obligated to make certain payments to Brea Gateway Center LP, as described below.

The Former Agency entered into the DDA in 1991 with Brea Center Associates, the original developer. The DDA outlined the redevelopment of Downtown Brea and included several components commonly known today as the Gateway Center, Downtown Birch Street, and the Ash Street Cottages. There have been three amendments to the DDA, executed in November 1992, February 1994 and November 1994, respectively. The Gateway Center is identified in the DDA as the "Commercial Center Component." The current tenants of the Gateway Center include Ralphs, Rite Aid, Cost Plus and other businesses.

Before Brea Gateway Center LP acquired fee ownership of the Gateway Center, the property was owned by the Former Agency. The Former Agency leased the property to Brea Gateway Center LP's predecessor under a Ground Lease (the "Lease"). The Lease included terms for three categories of rent: participation rent, refinancing rent, and sale rent.

The DDA, as amended by its second amendment, contemplated the possible sale of the "Commercial Component", *i.e.*, the Gateway Center, to Brea Gateway Center LP, and provided that, in the event of such sale, Brea Gateway Center LP's obligation to make payments under the provisions relating to the participation rent, refinancing rent, and sale rent would survive termination of the Lease. After Brea Gateway Center LP became the fee owner of the Gateway Center in 1994, it executed the Deed of Trust, in favor of the Former Agency, to provide security for the Brea Gateway Center LP's payment obligations under the DDA.

**Participation Payment to Successor Agency: Brea Gateway Center LP's Offer for Early Payoff** – Simply described, the periodic participation rent payments are calculated based on a percentage of the performance of shopping center income (e.g., tenant rents), less certain operating expenses. In contrast, the refinancing rent and sale rent would become payable only if Brea Gateway Center LP refinanced or sold the property to an unrelated third party. Historically, the Successor Agency has only received participation rent. No triggering of the refinancing rent or sale rent has ever occurred over the term of the agreement.

By the terms of the agreements, without any modification, the final participation rent payment would be made in 2048. The Successor Agency would have to continue to expend resources to administer the related DDA provisions.

When the LRPMP was being prepared, the State Department of Finance (the "DOF") and Successor Agency Staff discussed the possibility of the Successor Agency disposing its interest under the Deed of Trust, through a sale to, or a pay-off by, the Brea Gateway Center LP. However, in light of the DOF's deadline to finalize the LRPMP for approval (by the end of December 2015), the Successor Agency was not in a position to engage in, and complete the necessary negotiation with, Brea Gateway Center LP for such a transaction.

In the LRPMP, it is listed that the Successor Agency would continue to receive the Participation Payments under the DDA and the Deed of Trust. However, that does not prohibit the possibility of an early pay-off by Brea Gateway Center LP and a corresponding termination of the DDA with respect to the Commercial Center Component, if approved by the Successor Agency and the Oversight Board. HSC Section 34181(e) provides that the Oversight Board may approve any modification to or early termination of an agreement with a private party if the Oversight Board finds that such modification or early termination would be in the best interests of the taxing entities. Such Oversight Board action would be subject to the DOF's approval.

At this time, Brea Gateway Center LP has put forth an offer to pay a lump sum of \$8,050,000 for an early payoff of the Participation Payments. Brea Gateway Center LP calculated this payoff amount assuming a February 15, 2017 payoff date. However, the Successor Agency will not be able to consummate the transaction until the DOF has issued its approval. Brea Gateway Center LP has agreed to proceed with the agreement that, to the extent it pays any further scheduled participation rent between February 15, 2017 and the transaction closing date (the "Interim Participation Rent Amounts"), the payment otherwise due for the payoff will be reduced by the Interim Participation Rent Amounts.

**Successor Agency Payment Obligation under DDA Pertaining to CFD** – Section 201.9 of the DDA (as amended by the second amendment) provides that if the City or the Former Agency ever formed a community facilities district (a “CFD”) affecting the Commercial Center Component ( *i.e.*, Gateway Center site), then the Former Agency (and now the Successor Agency) would be obligated to make certain periodic payments to the Brea Gateway Center LP, calculated based on a portion of the amount that Brea Gateway Center LP must pay for the CFD special tax (attributable to the parcels where the Ralphs and Rite-Aide stores are located).

In 1996, a CFD was formed, triggering the Successor Agency’s obligation to make this CFD-related payment. Staff estimates that the Successor Agency’s CFD-related payments between now and the related final payment date in 2021 would total approximately \$135,000 (the “CFD Offset”).

It is proposed that Brea Gateway Center LP’s payment otherwise due to the Successor Agency for the payoff be reduced by the \$135,000 CFD Offset. This way, any further Successor Agency obligation to make payments under Section 201.9 of the DDA would be extinguished at the same time.

Pursuant to Brea Gateway Center LP’s offer, the net amount to be received by the Successor Agency will be based on this \$8,050,000 offer amount, minus the \$135,000 CFD Offset and any offset for Interim Participation Rent Amounts, as discussed above.

The payoff will be implemented pursuant to a Payoff Agreement and Joint Escrow Instructions (the “Payoff Agreement”), in the form attached to the Resolution as an Exhibit. The termination of the DDA as to the Commercial Center Component will be effected by an Terminate Disposition and Development Agreement as to Commercial Center Component (the “DDA Termination Agreement”), in the form attached to the Payoff Agreement as Attachment A. The Successor Agency will also execute a Substitution of Trustee and Full Reconveyance (the “Deed of Trust Reconveyance”), to evidence the termination its rights and interests under the Deed of Trust upon the payoff.

By adopting the attached Resolution, the Successor Agency will be making a request to the Oversight Board, for the Oversight Board to take action to approve the Successor Agency’s execution and delivery of the Payoff Agreement, the DDA Termination Agreement and the Deed of Trust Reconveyance. Pursuant to law, the related Oversight Board resolution will become effective only upon the DOF’s approval (or deemed approval).

It is contemplated that, upon receipt of the DOF’s approval, Successor Agency and Brea Gateway Center will work with a title and escrow company to open an escrow to complete the transaction. After the close of escrow, the Successor Agency will transmit the proceeds from the transaction to the County Auditor-Controller, who will disburse the money to the taxing entities, including the City. The City of Brea would receive approximately 15% of such proceeds, or approximately \$1.2 million.

Full text of the Lease, the Deed of Trust and the DDA are on file with the City Clerk.

## **FISCAL IMPACT/SUMMARY**

Staff requested Keyser Marston Associates (“KMA”) to provide an analysis of Gateway Center LP’s payoff offer. A summary of KMA’s findings is attached as Exhibit A to this report. In summary, KMA’s finds that the \$8.05 million pay-off offer merits approval. Per KMA’s analysis, the offer covers the net present value of future participation rent payable to the Successor Agency (estimated by KMA to be \$5.18 million), and the intrinsic value to Brea Gateway Center with the removal of the burden imposed by the DDA restrictions (including freedom for future sale, or refinancing of the property without considerations with respect to the sale rent or the refinancing rent).

The proposed transaction would also extinguish the Successor Agency’s obligation to make future CFD-related payments (estimated to be \$135,000) under the DDA.

This payoff will result in a one-time receipt of approximately \$8 million to the Successor Agency, which will then be transmitted to the County Auditor-Controller for disbursement to the taxing entities. The City, as one of the taxing entities, will receive approximately 15% or \$1.2 million.

## **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: David M. Crabtree, Community Development Director

Concurrence: Cindy Russell, Administrative Services Director

---

## **Attachments**

KMA Analysis Memorandum

Resolution SA 2017-02 & Attachments

Excerpts of Lease and DDA Amendments

---



**KEYSER MARSTON ASSOCIATES™**  
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

**MEMORANDUM**

**ADVISORS IN:**  
Real Estate  
Redevelopment  
Affordable Housing  
Economic Development

**SAN FRANCISCO**  
A. Jerry Keyser  
Timothy C. Kelly  
Kate Earle Funk  
Debbie M. Kern  
Reed T. Kawahara  
David Doezeema

**LOS ANGELES**  
Kathleen H. Head  
James A. Rabe  
Gregory D. Soo-Hoo  
Kevin E. Engstrom  
Julie L. Romey

**SAN DIEGO**  
Paul C. Marra

**To:** David Crabtree, Community Development Director  
City of Brea

**From:** Julie Romey

**Date:** February 24, 2017

**Subject:** Proposed Brea Gateway Center Payoff Agreement

The City of Brea (City) staff has requested that Keyser Marston Associates, Inc. (KMA) review the proposed payoff agreement for the Successor Agency's interest in the Brea Gateway Center (Property) that has been proposed by Brea Gateway Center LP (Owner). KMA reviewed the correspondence between the City and Owner as well as discussed methodology with the Owner's representative and the City's Legal Counsel. The following summarizes the KMA findings and conclusions.

**BACKGROUND STATEMENT**

In 1991, the Brea Redevelopment Agency (Agency) entered into a Disposition and Development Agreement (Agreement) with Brea Center Associates, the original developer. Since then, there have been three amendments to the Agreement. The Agency ground leased the Property to Brea Center Associates until 1994 when Brea Gateway Center LP acquire fee ownership of the Property through an option. Watt-Craig was the majority stakeholder of the ownership entity at the time the Property was acquired. Watt-Craig has since sold its majority stake in the ownership entity to AFL-CIO Building Investment Trust (AFL-CIO BIT), for which PNC Realty Investors, Inc. serves as the trustee. Watt-Craig, however, has continued to retain a small portion of the partnership interest.

The Property was sold by the Agency with the condition that participation payments payable pursuant to the terms of the Agreement would continue to be paid to the Agency until 2048; and that the participation payments would be secured by a deed of trust. The following summarizes the Agency's continued interest in the Property since 1994:

Payment Type	Definition	Termination
<b>Participation Rent</b>	25% of Net Spendable Income; however, if Property is sold, the Participation Rent is lowered to 10% of net Spendable Income	Continues through 2048 regardless of a sale or refinancing.
<b>Refinancing Rent</b>	25% of Net Refinancing Proceeds	Continues through 2048; however, if the Property is sold during that period, the Refinancing Rent requirement is removed.
<b>Sale Rent</b>	25% of Net Sale Proceeds	Continues through 2048 and is in effect for each sale.

Since 2012 and the dissolution of the Agency, the Successor Agency has received average monthly participation payments of \$29,531, or \$354,371 per year. All revenue from these rent payments are used to fulfill enforceable obligations.

In 2016, PNC approached the City with a proposal to buy-out the Successor Agency's remaining interest in the Property. Therefore, the Successor Agency would receive a one-time payment versus annual payments through 2048. It should be noted that 15% of the one-time payment would be distributed to the City and the remaining amount distributed to other taxing agencies.

## SUMMARY OF HISTORIC PAYMENTS

The following summarizes the historic payments to the Agency, and then Successor Agency since 2006.<sup>1</sup>

---

<sup>1</sup> The Successor Agency does not have records of the payments from 1996 through 2005.

Year	Average Monthly Payment	Annual Payments	Annual Change
2006	\$25,652	\$153,912	N/A
2007	42,686	512,230	66.4%
2008	40,614	487,367	(4.9%)
2009	38,535	462,418	(5.1%)
2010	25,202	302,429	(34.6%)
2011	34,700	716,400	37.7%
2012	14,024	168,285	(59.6%)
2013	2,804	33,654	(80.0%)
2014	20,834	250,002	642.9%
2015	42,257	507,085	102.8%
2016	37,532	450,390	(11.2%)
Averages	<b>\$29,531</b>	<b>\$354,371</b>	

## OWNER'S PROPOSAL

The Owner is proposing the buyout of the Successor Agency's interest for \$8.05 million. As will be discussed in more detail later, the net present value of the future Participation Rent is estimated at approximately \$5.65 million for payments projected through 2048. However, the removal of the Successor Agency's interest in the Property has an intrinsic value to the Owner and future buyers through a reduction in capitalization rate and increased flexibility in attracting capital and buyer. Therefore, the Owner's proposal also takes into account that they will have a more viable Property to sell without the Agreement, and are willing to pay more than the anticipated Participation Rent payments through 2048.

## KMA'S VALUATION OF SUCCESSOR AGENCY'S INTEREST

The Agreement entitles the Successor Agency to annual Participation Rent payments as well as payments when the Property is refinanced or sold. For purposes of estimating the value of the Successor Agency's position, KMA has utilized the following methodology:

### Participation Rent Scenario

KMA estimated the value of the future Participation Rent Payments to the Successor Agency through 2048 assuming a 9% discount rate and projecting the average monthly

payments based on the total \$450,390 payment for 2016 and historical increases and decreases in the payments.<sup>2</sup> The analysis concluded that the net present value of the remaining Participation Rent payments is estimated at approximately \$5.18 million.

### **Refinancing Rent Scenario**

Currently, there does not appear to be any debt on the Property and there is no way to predict when or if the Owner will refinance the Property. Per the Agreement, if the Property is refinanced, a 25% of the Net Refinancing Proceeds payment would be made to the Successor Agency. However, the future Net Spendable Income would decrease once the debt service payments are deducted. Therefore, based on forecasted future terms for commercial loans assuming that the Property is refinanced in 2018, KMA assumed a 55% loan to value ratio, a 6.00% interest rate and a 30-year term. The net present value of the Successor Agency's interest is estimated to be \$4.07 million. This estimate is lower than the Participation Rent net present value of \$5.18 million.

### **Sale Rent Scenario**

Watt-Craig has previously sold 99% of its interest in Brea Gateway Center, LP to AFL-CIO BIT. However, it was determined by the Successor Agency that this transaction did not result in a 'sale' of the Property which would have triggered the Sale Rent provision. Presumably if AFL-CIO BIT were to decide to sell their majority interest in the ownership entity, the Sale Rent provisions would not be triggered either. Therefore, the only possibility of the Sale Rent payment being triggered is if both Watt-Craig and AFL-CIO BIT decide to sell the Property to a third party.

Therefore, it is unlikely that the Owner will sell the Property with the Agreement still in effect due to the difference in net proceeds between the buyout and non-buyout scenarios. While from the Successor Agency's perspective, there could be value from the Sale Rent provision, the Successor Agency cannot force a sale and thus it is concluded that this provision would not be triggered through 2048.

---

<sup>2</sup> The Successor Agency's discount rate is 100 basis points below the Owner's discount rate due to the Successor Agency being a tax-exempt entity.

It should be noted that the removal of the Successor Agency's interest in the Property has an intrinsic value to the Owner in that the Property will be easier to sell and refinancing in the future.

## **CONCLUSION**

From a buyer's and future lender's perspectives, the Rent provisions are senior to any loan and any new buyer must stay in partnership with Watt-Craig. Also, Watt-Craig cannot extricate itself from the partnership. All of these things help explain why the Owner's buyout proposal of \$8.05 million is higher than the estimated net present value of the Participation Rent payments through 2048. To the extent that eliminating the Rent provision also makes it easier to reposition and/or redevelop the Property, then this has additional value to the Owner. In that context, the \$8.05 million offer is a reasonable offer.

## RESOLUTION NO. SA 2017-02

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY BREA, ACTING AS THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, AUTHORIZING THE SUCCESSOR AGENCY'S EXECUTION AND DELIVERY OF AN AGREEMENT TO TERMINATE DISPOSITION AND DEVELOPMENT AGREEMENT AS TO COMMERCIAL CENTER COMPONENT AND A RELATED PAYOFF AGREEMENT AND TAKING CERTAIN RELATED ACTIONS

#### A. RECITALS:

(i) The Brea Redevelopment Agency (the "**Former Agency**") was a redevelopment agency duly formed pursuant to the Community Redevelopment Law, set forth in Part 1 of Division 24 of the California Health and Safety Code ("**HSC**");

(ii) Pursuant to AB X1 26 (enacted in June 2011) and the *California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al., 53 Cal.4th 231 (2011)*, the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Brea Redevelopment Agency (the "**Successor Agency**") was constituted as the successor entity to the Former Agency, and an oversight board of the Successor Agency (the "**Oversight Board**") was established;

(iii) AB X1 26 added Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 of the HSC. Such Parts 1.8 and 1.85, together with any amendments and supplements thereto enacted from time to time, are collectively referred to herein as the "**Dissolution Act**";

(iv) Pursuant to the Dissolution Act, all assets, properties, and contracts of the Former Agency have transferred to the control of the Successor Agency by operation of law;

(v) As part of the Former Agency's program to redevelop a project area known and designated as the Redevelopment Project AB, the Former Agency entered into a Disposition and Development Agreement in October 1991 (the "**Original DDA**"), by and between the Former Agency and Brea Center Associates (the "**Original Developer**"), relating to a site consisting of multiple components, including among them, a "**Commercial Center Component**";

(vi) The Original DDA has been amended and supplemented by an Amendment No. 1 to the Disposition and Development Agreement, executed in November 1992 ("**DDA Amendment No. 1**"), an Amendment No. 2 to the Disposition and Development Agreement, executed in February 1994 ("**DDA Amendment No. 2**"), and an Amendment No. 3 to the Disposition and Development Agreement, executed in November 1994 ("**DDA Amendment No. 3**"), each by and among the Former Agency, Watt-Craig Associates Limited Partnership ("**Watt-Craig**") on the one hand as the successor to the Original Developer with respect to the Commercial Center Component and Baywood Homes-Victoria on the other hand as the successor to the Original Developer with respect to the

March 7, 2017  
RESO. SA 2017-02

“Housing Component” (the Original DDA, as so amended and supplemented, being referred to herein as the “**DDA**”);

(vii) The Former Agency, as landlord, and Watt-Craig, as tenant, entered into a Ground Lease, dated as of May 12, 1994 (the “**Lease**”), with respect to the Commercial Center Component.

(viii) Pursuant to Sections 3.2, 3.3 and 3.4 of the Lease, Watt-Craig agreed to make certain payments (referred to in the Lease as “**Participation Rent**,” “**Refinancing Rent**” and “**Sale Rent**,” and collectively referred to herein as the “**Participation Payments**”) in accordance with the terms of provisions of Sections 3.2, 3.3, 3.4, 3.5 and 3.6 of the Lease;

(ix) Pursuant to the provisions of DDA Amendment No. 2 and the Lease, the final Participation Payment (the “**Final Participation Payment Date**”) was scheduled to take place in the year 2048;

(x) Pursuant to the DDA, the Former Agency granted Watt-Craig an option to purchase the Commercial Center Component but Watt-Craig was required to continue to pay the Participation Payments with respect to the Gateway Center Property for a number of years after a purchase under the option;

(xi) Watt-Craig exercised its option to purchase the Commercial Center Component in 1995, and assigned its rights to purchase the Commercial Center Component to Brea Gateway Center LP, an affiliate entity of Watt-Craig, and, as the result, Brea Gateway Center LP became the fee title owner to the Commercial Center Component pursuant to the exercised option;

(xii) Brea Gateway Center LP executed a Subordinated Deed of Trust and Assignment of Rents and Request for Special Notice, dated as of August 4, 1995 (the “**Deed of Trust**”), creating a security interest in the Commercial Center Component to secure Brea Gateway Center LP’s obligations to make Participation Payments to the Former Agency;

(xiii) Brea Gateway Center LP has made an offer (the “**Prepayment Offer**”) to make a lump sum payment, in the approximate amount of \$8 million, to prepay all future Participation Payments in full and effect a termination of the DDA with respect to Commercial Center Component (including the termination of the Successor Agency’s obligation to make payments to Brea Gateway Center LP under Section 201.9 of the DDA, as amended by Section 6 of DDA Amendment No. 2);

(xiv) In connection with the Prepayment Offer, there has been presented to the this Board forms of the following: (i) a Payoff Agreement and Joint Escrow Instructions (the “**Payoff Agreement**”), and (b) Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component (“**DDA Termination Agreement**”) as Attachment A to the Payoff Agreement, and (c) a Substitution of Trustee and Full Reconveyance (the “**Deed of Trust Reconveyance**”) as Attachment B to the Payoff Agreement;

March 7, 2017  
**RESO. SA 2017-02**

(xv) Under HSC Section 34181(e), the Oversight Board may approve a modification to or an early termination of an agreement between the Former Agency (as succeeded by the Successor Agency) and any private party, if the Oversight Board finds the Successor Agency's execution and delivery of such modification or early termination is in the best interests of the taxing entities;

**B. RESOLUTION:**

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.

2. The Payoff Agreement, DDA Termination Agreement and the Deed of Trust Reconveyance, in the forms attached hereto as Exhibit A, are hereby approved. Each of the Mayor of the City, the Mayor Pro Tem of the City and the Executive Director of the Successor Agency (who is the City Manager of the City) (collectively, the "**Authorized Officers**"), acting individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Payoff Agreement, DDA Termination Agreement and the Deed of Trust Reconveyance, in substantially such forms, with changes therein as the Authorized Officer executing the same may approve (with such approval to be conclusively evidenced by the execution and delivery thereof); provided, that such execution and delivery shall occur after the effectiveness of the Oversight Board Resolution (defined below)

3. The Oversight Board is hereby requested to adopt a resolution (the "**Oversight Board Resolution**") to: (a) make a finding and determination for the purposes of HSC Section 34181(e), that the Successor Agency's execution and delivery of the Payoff Agreement, the DDA Termination Agreement and the Deed of Trust Reconveyance are in the best interests of the taxing entities, and (b) approve the Successor Agency's execution and delivery of the Payoff Agreement, DDA Termination Agreement and the Deed of Trust Reconveyance. The City Clerk is hereby directed to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.

4. The officers of the City, acting for an on behalf Successor Agency, are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, the Prepayment Agreement, the DDA Termination Agreement and the Deed of Trust Reconveyance.

March 7, 2017  
**RESO. SA 2017-02**

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of March, 2017.

---

Cecilia Hupp, 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 passed at a regular meeting of the City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, held on the 7th day of March, 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Dated: March 7, 2017

---

Lillian Harris-Neal, City Clerk

March 7, 2017  
**RESO. SA 2017-02**

**EXHIBIT A**

Prepayment Agreement  
(with DDA Termination Agreement as Attachment A,  
and Deed of Trust Recovenyance as Attachment B)

(in substantial final form)

(see attached)

## PAYOFF AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This **Payoff Agreement and Joint Escrow Instructions** (this “**Agreement**”), dated as of \_\_\_\_\_, 2017, is entered into by and between the Successor Agency to the Brea Redevelopment Agency, a public body of the State of California (the “**Successor Agency**”) and Brea Gateway Center, L.P., an Illinois limited partnership (the “**Brea Gateway Center LP**”).

### Recitals

A. The Brea Redevelopment Agency (“**Former Agency**”) was a redevelopment agency formed pursuant to the Community Redevelopment Law, set forth in Part 1 of Division 24 of the California Health and Safety Code (“**HSC**”).

B. Pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, the Successor Agency was constituted as the successor entity to the Former Agency, and an oversight board of the Successor Agency (the “**Oversight Board**”) was established.

C. AB X1 26 added to Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 the HSC. Such Parts 1.8 and 1.85, together with any amendments and supplements thereto enacted from time to time, are collectively referred to herein as the “**Dissolution Act**.”

D. Pursuant to the Dissolution Act, all assets, properties, and contracts of the Former Agency have transferred to the control of the Successor Agency by operation of law.

E. As part of the Former Agency’s program to redevelop a project area known and designated as the Redevelopment Project AB, the Former Agency entered into a Disposition and Development Agreement in October 1991 (the “**Original DDA**”), by and between the Former Agency and Brea Center Associates (the “**Original Developer**”). The Original DDA relates to a site consisting of multiple components, including among them, a “**Commercial Center Component**” as described in the Original DDA and in Recital F, below and the referenced Attachments. The Original DDA has been amended and supplemented by an Amendment No. 1 to the Disposition and Development Agreement, executed in November 1992 (“**DDA Amendment No. 1**”), an Amendment No. 2 to the Disposition and Development Agreement, executed in February 1994 (“**DDA Amendment No. 2**”), and an Amendment No. 3 to the Disposition and Development Agreement, executed in November 1994 (“**DDA Amendment No. 3**”), each by and among the Former Agency, Watt-Craig Associates Limited Partnership (“**Watt-Craig**”) on the one hand as the successor to the Original Developer with respect to the Commercial Center Component and Baywood Homes-Victoria on the other hand as the successor to the Original Developer with respect to the “**Housing Component**.” The Original DDA, as so amended and supplemented, is referred to herein as the “**DDA**.” The Original DDA, DDA Amendment No. 1, DDA Amendment No. 2 and DDA Amendment No. 3 are each recorded in the Official Records of the County, as Document No. 91-562200 (recorded on October 15, 1991), Document No. 94-0158683 (recorded on March 4, 1994), Document No. 94-0158684 (recorded on March 4, 1994) and Document No. 94-0694881 (recorded on December 1, 1994), respectively.

F. The legal description of the Commercial Center Component is set forth in Exhibit A to each of Attachment A and Attachment B hereto.

G. The Former Agency, as landlord, and Watt-Craig, as tenant, entered into a Ground Lease, dated as of May 12, 1994 (the "**Lease**"), with respect to the Commercial Center Component.

H. Pursuant to Sections 3.2, 3.3 and 3.4 of the Lease, Watt-Craig agreed to make certain payments (referred to in the Lease as "Participation Rent," "Refinancing Rent" and "Sale Rent," and collectively referred to herein as the "**Participation Payments**") in accordance with the terms of provisions of Sections 3.2, 3.3, 3.4, 3.5 and 3.6 of the Lease. Pursuant to the provisions of DDA Amendment No. 2 and the Lease, the final Participation Payment (the "**Final Participation Payment Date**") was scheduled to take place in the year 2048.

I. Pursuant to the DDA, the Former Agency granted Watt-Craig an option to purchase the Commercial Center Component but Watt-Craig was required to continue to pay the Participation Payments for a number of years after a purchase under the option.

J. Watt-Craig exercised its option to purchase the Commercial Center Component in 1995, and assigned its rights to purchase the Commercial Center Component to Brea Gateway Center LP, an affiliate entity of Watt-Craig. Brea Gateway Center LP then became the fee title owner to the Commercial Center Component pursuant to the exercised option.

K. Brea Gateway Center LP executed a Subordinated Deed of Trust and Assignment of Rents and Request for Special Notice, dated as of August 4, 1995 recorded in the Official Records of the County, as Document No. 95-0349470 (recorded on August 14, 1995) (the "**Deed of Trust**"), creating a security interest in the Commercial Center Component to secure Brea Gateway Center LP's obligations to make Participation Payments to the Former Agency.

L. Brea Gateway Center LP has offered to make a lump sum payment, in the amount of \$ \_\_\_\_\_\*, to prepay in full all future Participation Payments (the "**Prepayment**") and effect a termination of the DDA with respect to Commercial Center Component (including the termination of the Successor Agency's obligation to make payments to Brea Gateway Center LP under Section 201.9 of the DDA, as amended by Section 6 of DDA Amendment No. 2).

M. While the DDA currently does not contemplate such Prepayment, the Successor Agency is willing to accept the Prepayment subject to the terms of this Agreement.

---

\* This dollar amount will be inserted prior to signing of the agreement, as it will change depending how soon the DOF will issue its approval and the parties will be able to open the escrow thereafter. It will be equal to \$8,050,000 minus (i) the monthly Participation Payments that Brea Gateway Center paid to the Agency between 2/15/2017 and the escrow open date, and (ii) \$134,467.37, representing the estimated payments that the Successor Agency would have to pay Brea Gateway Center pursuant to Section 201.9 of the DDA, as amended by Section 6 of DDA Amendment No. 2 between 2017 and 2021.

N. The City Council of the City of Brea, acting as the governing body of the Successor Agency, adopted its Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2017, authorizing the Successor Agency's execution and delivery of documents relating to the Prepayment, including this Agreement.

O. The Oversight Board adopted its Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2017 (the "**Oversight Board Resolution**") approving the Successor Agency's execution and delivery of documents relating to the Prepayment, including this Agreement. The California State Department of Finance issued its letter, dated \_\_\_\_\_, 2017, approving the Oversight Board Resolution.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL COVENANTS SET FORTH HEREIN, AND OTHER CONSIDERATION THE SUFFICIENCY OF WHICH THE PARTIES HERETO ACKNOWLEDGE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Prepayment Amount.**

Brea Gateway Center LP hereby agrees to pay to the Successor Agency the sum of \$\_\_\_\_\_\* (the "**Prepayment Amount**"), as prepayment in full of all future Participation Payments due under the DDA, and the Successor Agency agrees to accept such prepayment, provided that Brea Gateway Center LP complies with this Agreement and the Escrow (defined below) successfully closes pursuant to Section 3 hereof.

**Section 2. Execution and Delivery of Deed of Trust Reconveyance and Agreement to Terminate DDA as to the Commercial Component.**

In consideration of the Prepayment Amount, the Successor Agency agrees to execute and deliver: (i) Agreement to Terminate the Disposition and Development Agreement as to the Commercial Center Component, in substantially the form attached hereto as Attachment A ("**DDA Termination Agreement**"), and (ii) Substitution of Trustee and Full Reconveyance, in substantially the form attached hereto as Attachment B (the "**Deed of Trust Reconveyance**"). The DDA Termination Agreement and the Deed of Trust shall become effective only upon the successful Close of Escrow (defined below).

**Section 3. Escrow.**

(a) The payment of the Prepayment Amount and the reconveyance of the Deed of Trust shall be accomplished through an escrow (the "**Escrow**") as follows. This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder (defined below) for this purpose.

(b) The escrow shall be opened with Chicago Title Insurance Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017 (Escrow Officer: Debbie Bond) ("**Escrow Holder**"), within three (3) business days after the execution of this Agreement by the Successor Agency and Brea Gateway Center LP, with the deposit of an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the

---

\* This dollar amount will be inserted prior to signing of the agreement. See footnote on page 2.

escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder. If Escrow Holder shall require further escrow instructions, Escrow Holder shall promptly prepare such escrow instructions upon the terms and provisions hereof. Provided such further escrow instructions are consistent with this Agreement, they shall be promptly signed by the Successor Agency and Brea Gateway Center LP within five (5) business days after delivery thereof to each party. The further escrow instructions shall incorporate each and every term of this Agreement and shall provide that in the event of any conflict between the terms and conditions of this Agreement and such further escrow instructions, the terms and conditions of this Agreement shall control.

(c) For the purposes of this Agreement, the “**Close of Escrow**” shall be the date on which the DDA Termination Agreement and the Deed of Trust Reconveyance are each recorded in the Official Records of the Orange County (California) County Recorder’s Office. Provided that all of Successor Agency’s and Brea Gateway Center LP’s obligations to be performed on or before the Close of Escrow have been performed and all of the conditions to the Close of Escrow set forth in this Agreement have been satisfied, the Escrow shall close on or before \_\_\_\_\_, 2017.

(d) On or before the Close of Escrow, Brea Gateway Center LP shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

- (i) The Prepayment Amount;
- (ii) The Brea Gateway Center LP’s executed counterpart of the DDA Termination Agreement; and
- (iii) Any other documents contemplated by this Agreement or required by Escrow Holder to be deposited by Brea Gateway Center LP to carry out the Escrow and this transaction.

(e) On or before the Close of Escrow, the Successor Agency shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

- (i) The Deed of Trust Reconveyance, duly executed by the Successor Agency;
- (ii) The Successor Agency’s executed counterpart of the DDA Termination Agreement; and
- (iii) Any other documents contemplated by this Agreement or required by Escrow Holder to be deposited by the Successor Agency to carry out the escrow and this transaction.

---

\* This date will be inserted just before signing of the agreement. It is assumed that the parties will sign the agreement (as well as the other documents) as soon as practical upon the DOF’s approval. The deposit of documents with the escrow company will take place quickly thereafter, and the close of escrow can occur as soon as Brea Gateway Center can arrange the wire transfer.

(f) The Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Escrow Holder shall prepare a preliminary settlement statement, showing all costs, for execution by both parties.

(g) Upon receipt of the funds and documents described in this Section 3, and satisfaction (or express written waiver) of the closing conditions, Escrow Holder shall cause the Deed of Trust Reconveyance and the DDA Termination Agreement to be recorded in the office of the County Recorder of Orange County, California, and shall deliver the Prepayment Amount (less any amount to be paid by the Successor Agency pursuant to Section 3(h) below) to the Successor Agency.

(h) It is agreed that Brea Gateway Center's obligation to make any additional monthly Participation Payments shall be suspended while the Escrow remains open and, upon the successful Close of Escrow, such obligation shall be extinguished and the DDA Termination Agreement and the Deed of Trust Reconveyance shall become effective.

(i) The Successor Agency and Brea Gateway Center LP shall each pay one-half of the escrow fee and one-half of the cost of recording the DDA Termination Agreement and the Deed of Trust Reconveyance. Brea Gateway Center LP shall pay any other closing costs or charges not expressly provided herein, unless otherwise agreed by the Executive Director of the Successor Agency in writing.

(j) In the event that the Escrow shall fail to close because of the default of Successor Agency, including Successor Agency's failure or refusal to deliver the Successor Agency's executed counterpart of the DDA Termination Agreement or the Deed of Trust Reconveyance after Brea Gateway Center LP has deposited the Prepayment Amount, the Successor Agency shall be liable for any escrow cancellation charges. If the Escrow fails to close for any other reason, Brea Gateway Center LP shall pay all charges relating to such escrow cancellation.

(k) In the event that Escrow fails to close, Escrow Holder shall promptly: (i) return to Brea Gateway Center all of the documents and funds (less any charges for escrow cancellation pursuant to Section 3(j) above) deposited by Brea Gateway Center, and (ii) return to the Successor Agency all documents deposited by the Successor Agency.

#### **Section 4. Release.**

(a) In consideration of the Successor Agency's acceptance of the prepayment described herein, Brea Gateway Center LP fully and irrevocably releases, waives, acquits and discharges the Successor Agency from all Claims (defined below), whether known or unknown, existing or potential, suspected or unsuspected, or that may hereafter be sustained, that Brea Gateway Center LP may have or assert, or may hereafter have or assert, against the Successor Agency, excluding Claims based on any failure by the Successor Agency to comply with the terms of this Agreement.

(b) As used herein, the term "**Claims**" shall mean any past, present or future, fixed or contingent, matured or unmatured, liquidated or unliquidated, claims, cross-claims,

liabilities, rights, demands, notices, injuries, damages, losses, requests, obligations to defend or indemnify, suits, lawsuits, costs, costs of suit, attorneys' fees, experts' fees, actions, administrative proceedings, causes of action or orders of any nature, character, type or description, relating to the DDA and this Agreement whenever and however occurring, whether at law, or in equity, and whether sounding in tort, contract, nuisance, trespass, negligence, strict liability or any statutory, common law or other cause of action.

(c) Brea Gateway Center LP represents and warrants that Brea Gateway Center LP has not assigned any Claims.

(d) Brea Gateway Center LP acknowledges that it may hereafter discover facts different from, or in addition to, those that it now believes to be true with respect to any and all of the matters or rights released in this Section 4. Nevertheless, Brea Gateway Center LP agrees that the releases set forth in this Section 4 shall be and shall remain effective in all respects, notwithstanding the discovery of any such different or additional facts.

(e) Brea Gateway Center LP hereby waives and relinquishes all rights and benefits under California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

---

Brea Gateway Center LP Initials

## **Section 5.    No Brokers**

Each party to this agreement represents and warrants that it has not has not engaged a broker or other similar functioning party (an “**Intermediary**”) with regard to this transaction and, in the event that a claim is made for a commission or other similar payment against a party (the “Indemnatee”) because of the other party’s engagement of an Intermediary, that latter party agrees to indemnify and hold harmless the Indemnatee from such claim.

## **Section 6.    Use of Proceeds**

Brea Gateway Center LP understands that, after the Successor Agency’s receipt of moneys to be released from the Escrow, the Successor Agency will transmit such proceeds to the County Auditor-Controller, who will then distribute such the moneys to the affected taxing entities in accordance to the Dissolution Act.

## **Section 7.    Benefits Limited to Parties.**

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

**Section 8. Complete Agreement.**

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

**Section 9. Modification in Writing.**

No provision of this Agreement may be changed, discharged, supplemented, terminated or waived except in writing signed by the parties hereto.

**Section 10. Governing Law.**

This Agreement shall be governed by, interpreted under, construed and enforced, in accordance with the laws of the State of California.

**Section 11. Execution in Counterparts.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same.

*[Remainder of Page Left Blank. Signatures Follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SUCCESSOR AGENCY TO THE  
BREA REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Cecilia Hupp  
Mayor of the City Brea

ATTEST:

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk of the City Brea

**BREA GATEWAY CENTER, L.P.,**  
an Illinois limited partnership

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A

Form of  
Agreement to Terminate Disposition and Development Agreement  
as to Commercial Center Component

(attached)

**RECORDING REQUESTED BY**  
**AND WHEN RECORDED RETURN TO:**

City of Brea  
1 Civic Center Circle  
Brea, CA 92821  
Attention: City Clerk

---

[SPACE ABOVE FOR RECORDER'S USE ONLY]

*[This document is exempt from Recording Fees  
pursuant to California Government Code Section 27383]*

**AGREEMENT TO TERMINATE DISPOSITION AND DEVELOPMENT AGREEMENT**  
**AS TO COMMERCIAL CENTER COMPONENT**

This **Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component** (this “**Agreement**”), dated as of \_\_\_\_\_, 2017, is entered into by and between the Successor Agency to the Brea Redevelopment Agency, a public body of the State of California (the “**Successor Agency**”) and Brea Gateway Center, L.P., an Illinois limited partnership (“**Brea Gateway Center LP**”).

This Agreement amends the DDA (as defined and described below). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the DDA.

**Recitals**

A. The Brea Redevelopment Agency (the “**Former Agency**”) was a redevelopment agency formed pursuant to the Community Redevelopment Law, set forth in Part 1 of Division 24 of the California Health and Safety Code (“**HSC**”).

B. Pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, the Successor Agency was constituted as the successor entity to the Former Agency.

C. AB X1 26 added to Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 the HSC. Such Parts 1.8 and 1.85, together with any amendments and supplements thereto enacted from time to time, are collectively referred to herein as the “**Dissolution Act**.”

D. Pursuant to the Dissolution Act, all assets, properties, and contracts of the Former Agency have transferred to the control of the Successor Agency by operation of law.

E. As part of the Former Agency’s program to redevelop a project area known and designated as the Redevelopment Project AB, the Former Agency entered into a Disposition and Development Agreement in October 1991 (the “**Original DDA**”), by and between the Former Agency and Brea Center Associates (the “**Original Developer**”). The Original DDA relates to a

site consisting of multiple components, including among them, a “**Commercial Center Component**” as described in the Original DDA. The Original DDA has been amended and supplemented by an Amendment No. 1 to the Disposition and Development Agreement, executed in November 1992 (“**DDA Amendment No. 1**”), an Amendment No. 2 to the Disposition and Development Agreement, executed in February 1994 (“**DDA Amendment No. 2**”), and an Amendment No. 3 to the Disposition and Development Agreement, executed in November 1994 (“**DDA Amendment No. 3**”), each by and among the Former Agency, Watt-Craig Associates Limited Partnership (“**Watt-Craig**”) on the one hand as the successor to the Original Developer with respect to the Commercial Center Component and Baywood Homes-Victoria on the other hand as the successor to the Original Developer with respect to the “Housing Component.” The Original DDA, as so amended and supplemented, is referred to herein as the “**DDA**.” The Original DDA, DDA Amendment No. 1, DDA Amendment No. 2 and DDA Amendment No. 3 are each recorded in the Official Records of the County, as Document No. 91-562200 (recorded on October 15, 1991), Document No. 94-0158683 (recorded on March 4, 1994), Document No. 94-0158684 (recorded on March 4, 1994) and Document No. 94-0694881 (recorded on December 1, 1994), respectively.

F. The legal description of the Commercial Component is set forth in Exhibit A hereto.

G. The Former Agency, as landlord, and Watt-Craig, as tenant, entered into a Ground Lease, dated as of May 12, 1994 (the “**Lease**”), with respect to the Commercial Center Component.

H. Pursuant to Sections 3.2, 3.3 and 3.4 of the Lease, Watt-Craig agreed to make certain payments (referred to in the Lease as “Participation Rent,” “Refinancing Rent” and “Sale Rent,” and collectively referred to herein as the “**Participation Payments**”) in accordance with the terms of provisions of Sections 3.2, 3.3, 3.4, 3.5 and 3.6 of the Lease. Pursuant to the provisions of DDA Amendment No. 2 and the Lease, the final Participation Payment (the “**Final Participation Payment Date**”) was scheduled to take place in the year 2048.

I. Pursuant to the DDA, the Former Agency granted Watt-Craig an option to purchase the Commercial Center Component but Watt-Craig was required to continue to pay the Participation Payments with respect to the Gateway Center Property for a number of years after a purchase under the option.

J. Watt-Craig exercised its option to purchase the Commercial Center Component in 1995, and assigned its rights to purchase the Commercial Center Component to Brea Gateway Center LP, an affiliate entity of Watt-Craig. Brea Gateway Center LP then became the fee title owner to the Commercial Center Component pursuant to the exercised option.

K. Brea Gateway Center LP executed a Subordinated Deed of Trust and Assignment of Rents and Request for Special Notice, dated as of August 4, 1995 and recorded in the Official Records of the County, as Document No. 95-0349470 (recorded on August 14, 1995) (the “**Deed of Trust**”), creating a security interest in the Commercial Center Component to secure the Brea Gateway Center LP’s obligations to make Participation Payments to the Former Agency.

L. The Successor Agency affirms that the construction and improvements required to be completed by the Developer with respect to the Commercial Center Component under the DDA have been completed, and the recordation of this Agreement has the same force and effect as the recordation of a Certificate of Completion with respect to each Parcel that constitutes the Commercial Center Component.

M. Brea Gateway Center LP has made, and the Successor Agency has accepted, a lump sum of \$ [REDACTED], as prepayment and satisfaction in full of all future Participation Payments (the “**Prepayment**”) and effect a termination of the DDA with respect to Commercial Center Component (including the termination of the Successor Agency’s obligation to make payments to Brea Gateway Center LP under Section 201.9 of the DDA, as amended by Section 6 of DDA Amendment No. 2).

N. The City Council of the City of Brea, acting as the governing body of the Successor Agency, adopted its Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2017, authorizing the Successor Agency’s execution and delivery of documents relating to the Prepayment, including this Amendment.

O. The Oversight Board adopted its Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2017 (the “**Oversight Board Resolution**”) approving the Successor Agency’s execution and delivery of documents relating to the Prepayment, including this Amendment. The California State Department of Finance issued its letter, dated \_\_\_\_\_, 2017, approving the Oversight Board Resolution.

**NOW, THEREFORE, THE PARTIES HERETO, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN, CONTAINED DO AGREE AS FOLLOWS:**

**Section 1.** As of the dated date of this Agreement, and with regard to the Commercial Center Component, the DDA shall be deemed completed and terminated. The parties hereto shall execute such other and further documents as may be reasonably necessary to reflect such termination.

**Section 2.** The parties hereby agree and confirm that this Agreement shall have no effect on the provisions of the DDA pertaining to any property other than the Commercial Center Component (the “**Other Properties**”).

**Section 3.** This Agreement shall be governed by, interpreted under, construed and enforced, in accordance with the laws of the State of California.

---

\* This dollar amount will be inserted prior to signing of the agreement, as it will change depending how soon the DOF will issue its approval and the parties will be able to open the escrow thereafter.. It will be equal to \$8,050,000 minus (i) the monthly Participation Payments that Brea Gateway Center paid to the Agency between 2/15/2017 and the escrow open date, and (ii) \$134,467.37, representing the estimated payments that the Successor Agency would have to pay Brea Gateway Center pursuant to Section 201.9 of the DDA, as amended by Section 6 of DDA Amendment No. 2 between 2017 and 2021.

**Section 4.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SUCCESSOR AGENCY TO THE  
BREA REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Cecilia Hupp  
Mayor of the City of Brea

ATTEST:

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk of the City of Brea

**BREA GATEWAY CENTER, L.P.,**  
an Illinois limited partnership

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

## **EXHIBIT A**

### **(Agreement to Terminate Disposition and Development Agreement as to Commercial Center Component)**

#### **LEGAL DESCRIPTION OF PROPERTY**

Parcels 1 to 11, inclusive, of Parcel Map No. 91-217 in the City of Brea, County of Orange, State of California, as per Map filed in Book 280, Page(s) 44 to 48 inclusive, of Parcel Maps, in the office of the County Recorder of said County.

EXCEPTING THEREFROM all coal, oil, petroleum, natural gas and other hydrocarbons upon, in or under said land, but without the right of surface entry, as reserved by Ontario Investment Company in deed recorded November 28, 1910 in Book 194, Page 243 of Deeds, records of Orange County, and other deeds of record.

ATTACHMENT B

Form of  
Substitution of Trustee and Full Reconveyance  
(attached)

**RECORDING REQUESTED BY**  
**AND WHEN RECORDED RETURN TO:**

Brea Gateway Center, L.P.

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
[SPACE ABOVE FOR RECORDER'S USE ONLY]

**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

The undersigned, being the present beneficiary under that certain Subordinated Deed of Trust, made on August 4, 1995, by Brea Gateway Center, L.P., as trustor, to Continental Lawyers Title Company, as trustee, and recorded on August 14, 1995, as Document No. 95-0349470, Official Records of the County of Orange, State of California (the "Deed of Trust"), **HEREBY APPOINTS AND SUBSTITUTES THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY (the "Successor Agency")** as the new trustee thereunder.

As such duly appointed and substituted trustee thereunder, the Successor Agency **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty, all the estate, title and interest of the trustee under said Deed of Trust.

The Successor Agency became the successor entity to the former Brea Redevelopment Agency (*i.e.*, the named beneficiary under the Deed of Trust) as of February 1, 2012, by operation of law, particularly Health and Safety Code Section 34173.

**SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Cecilia Hupp  
Mayor of the City of Brea

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 Orange     )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

## **EXHIBIT A**

### **(Substitution of Trustee and Full Reconveyance)**

#### **LEGAL DESCRIPTION OF PROPERTY**

Parcels 1 to 11, inclusive, of Parcel Map No. 91-217 in the City of Brea, County of Orange, State of California, as per Map filed in Book 280, Page(s) 44 to 48 inclusive, of Parcel Maps, in the office of the County Recorder of said County.

EXCEPTING THEREFROM all coal, oil, petroleum, natural gas and other hydrocarbons upon, in or under said land, but without the right of surface entry, as reserved by Ontario Investment Company in deed recorded November 28, 1910 in Book 194, Page 243 of Deeds, records of Orange County, and other deeds of record.

GROUND LEASE

By and Between

Brea Redevelopment Agency,  
City of Brea, California

and

Watt-Craig Associates, Ltd.,  
a California Limited Partnership

assuming exercise of all remaining options, to implement the provisions of Section 12.20 of this Lease. The procedure, including timelines, specified in this Section 3.1 shall apply to the Leasehold Interest appraisals.

3.2 Participation Rent. In addition to the Minimum Annual Rent provided for in paragraph 3.1 above, Tenant shall pay to Landlord participation rent (the "Participation Rent") equal to 25% of Tenant's net spendable income for each calendar year or partial calendar year during that portion of the Initial Term during which Tenant is obligated to pay Minimum Annual Rent to the Landlord. Said Participation Rent shall be due and payable from Tenant to Landlord simultaneously with each and every distribution of net spendable income engaged in by Tenant and on or before the March 1 next succeeding the end of the calendar year during which the rent accrues, to the extent not yet paid to Landlord. Such Participation Rent shall be payable at the offices of the Executive Director, Brea Redevelopment Agency, Number One Civic Center Circle, Brea, California, 92621. Participation Rent shall be paid without withhold, abatement, setoff or deduction, except as specifically provided for in this Lease.

For the purposes of this Lease, the phrase "net spendable income" shall be determined through the application of the following defined phrases:

(a) "Net Spendable Income" means Gross Income (as defined in (b) below) less Allowable Expenses (as defined in (c) below).

(b) "Gross Income" shall equal the total of any and all normal and customary amounts, payments, fees, rentals, percentage rentals, reimbursements including all reimbursements by subtenants, sublessees, licensees and occupants of the Premises or by insurance or other reimbursement, (to the extent not required to be used to repair or reconstruct improvements or paid to a lender) but excepting contributions by or reimbursements from subtenants and sublessees paid to Tenant for tenant improvements. Excluded from Gross Income are Net Sale Proceeds, Net Financing Proceeds, Tenant's share of condemnation proceeds or proceeds from any insurance carried by Tenant used to repair or reconstruct improvements or paid to a bank. Gross income shall also include, but not be limited to: (i) deposits forfeited by tenants (but shall not include deposits which have not been forfeited); (ii) parking income; (iii) income, earnings or interest on deposit accounts for maintenance reserves maintained with respect to the Premises and/or improvements; (iv) payments under licenses, concessions or other agreements for vending machines, advertising signs, radios and television services antennas and discs, but not including revenues from pay phones owned by Tenant or a Tenant Affiliate; (v) cancellation fees and late charges net of any third party collection costs not included as an allowable expense; (vi) price index increases and

other rental adjustments to leases; (vii) rental or other consideration in the nature of rental for, or the computed fair market value of imputed rent (Rental Value) of a portion of the property and/or improvements used or occupied by Tenant or any employee or Affiliate of Tenant or by any person or entity in which Tenant has an interest, directly or indirectly, excluding therefrom the Rental Value of any space occupied by Tenant and its employees used solely in connection with the management, leasing, subleasing, and maintenance of the Premises; (viii) net proceeds from the sale of any subleasehold interest in the property; and (ix) net proceeds of Rental Abatement Insurance received and retained by Tenant. All rentals, sums or the considerations which are to be included in Gross Income shall be computed on a cash accounting basis and shall include for each calendar month all amounts actually received in such calendar month whether or not such amounts are attributable to a charge arising in such calendar month or in prior or subsequent calendar months.

(c) "Allowable Expenses" means the sum of the following expenses: (i) all taxes and assessments imposed upon the property and/or improvements to the extent that such taxes and assessments are required to be paid by Tenant, but only when such taxes and assessments are actually paid or set aside in a reserve by Tenant during the applicable period; (ii) all amounts paid by Tenant in the applicable period on account of insurance premiums for insurance carried by Tenant in connection with the

property and/or improvements, provided that if such insurance is maintained as part of a blanket policy covering other properties as well, the insurance premium included in this definition shall be the premium fairly allocable to the property and/or improvements; (iii) normal and reasonable operating expenses (excluding amounts paid from retained reserves) incurred by Tenant during the applicable period and not otherwise reimbursed through the reserve account for the management, operation, cleaning, subleasing, tenant evictions and other court processes, marketing, remodeling, maintenance and repair of the property and/or improvements, according to accounting practice applied consistently throughout the term of this Lease and any applicable provisions hereof, including, but not limited to, wages and payroll costs, utility and heating charges, material costs, maintenance costs, costs of services, water and sewer charges, legal and accounting expenses directly related to the operation of the Premises, and license fees and business taxes; provided that management fees paid to Tenant or any Affiliate or Partner of Tenant may not exceed the average rate charged by the three leading property management companies in North Orange County who manage like commercial centers and leasing fees paid to Tenant or any Affiliate or Partner of Tenant shall not exceed the average commission rate charged by the three leading retail brokers of retail space in North Orange County for leasing to new tenants or renewal of lease as the case may be to the extent such fees are not included in project development costs; (iv) a reasonable

reserve preliminarily estimated to be \$0.05 per square foot of gross building area to be held by Tenant in a reserve account and disbursed for such expenses as Tenant deems desirable utilizing reasonable discretion (the "Reserve"); (v) Minimum Annual Rent; (vi) debt service; and (vii) all other customary and reasonable expenditures made by Tenant in operating the Premises not expressly excluded in this subparagraph 3.2(c). "Allowable Expenses" shall not include any expenditure funded out of debt proceeds of any kind and/or reserves, shall not include any allocation or allowances for depreciation, shall not include financing costs paid from proceeds of any Financing and shall not include any interest penalties which may be due Landlord by Tenant pursuant to Sections 3.5 and 3.6 hereunder. Debt service shall mean the amount paid for allowed loans related only to the Premises and a cumulative return on (but not of) Tenant equity and advances, such return equal to Bank of America's prevailing prime rate + 2% until Tenant transfers its Leasehold Interest. Thereafter, debt service shall include a return on Tenant equity and advances equal to the greater of ten percent (10%) per annum or the coupon interest rate on the first trust deed applicable to the Premises.

In the event that Tenant transfers its interest in this Lease prior to the expiration of the Initial Term to a third party other than to a Tenant Affiliate, and said third party makes the security deposit provided in Section 12.21 hereof, the Participation Rent payable for the period subsequent to close of

such sale shall be equal to 10% of Tenant's net spendable income. "Tenant Affiliate" as utilized in this Lease shall mean (i) any person or party who is a partner of Tenant or a shareholder of a partner of Tenant or (ii) a person or entity as to whom Tenant or any partner of Tenant holds any financial interest whatsoever. A sale to a Tenant Affiliate, other than a financial institution which purchase the leasehold interest pursuant to a preexisting contractual right, shall not so reduce the amount of Participation Rent due and owing to Landlord. Further, during any Option Period hereof, the participation rent payable shall be equal to 10% of Tenant's net spendable income.

3.3 Refinancing Rent. In addition to the minimum annual rent provided for in paragraph 3.1 above and the participation rent provided for in paragraph 3.2 above, Tenant shall pay to Landlord rent equal to 25% of Tenant's "Net Financing Proceeds" derived each time that Tenant refinances its Leasehold Interest by replacing the permanent loan encumbering the Premises with a substitute permanent loan which yields proceeds in excess of all amounts needed to pay off the holders of all existing indebtedness including Tenant's equity and advances. During any Option Period hereof, the refinancing rent payable shall be equal to 10% of Tenant's "Net Refinancing Proceeds." Said refinancing rent shall be due and payable from Tenant to Landlord from the escrow through which any such refinancing is implemented at the office of the Executive Director, Brea Redevelopment Agency, at Number One Civic Center

Circle, City of Brea, California, 92621. Such refinancing rent shall be paid without withhold, abatement, setoff or deduction, except as hereinafter specifically provided.

For the purposes of this Lease, the phrase "Net Financing Proceeds" shall be defined as follows:

"Net Financing Proceeds" means the principal amount of any Financing disbursed to or on behalf of Tenant prior to Disposition of the property less (i) the outstanding principal balance of any allowed Mortgage, (ii) actual out-of-pocket third party closing costs, including but not limited to loan commitment fees, finance fees, brokerage fees, charges, discounts, points, commissions or rebates, (iii) all proceeds of the Financing that will be used to repay any prior Financing made in accordance with this Lease, (iv) all proceeds of the Financing that will be used to make improvements so long as such improvements conform with the provisions of the DDA, and (v) any outstanding Tenant equity and advances together with any accrued interest thereon not previously paid from Financing proceeds. Tenant advances means all unreimbursed cash expenditures made by Tenant related to initial development equity contributions and subsequent equity contributions made to, among other reasons, offset negative operating cash flows or as additional capital expenditures. Tenant's obligation to pay to Landlord refinancing rent shall terminate upon Tenant's sale of its Leasehold Interest to a party other than a Tenant Affiliate, or a Tenant Affiliate which is a

financial institution which purchases the leasehold interest pursuant to a preexisting contractual right..

3.4 Sale Rent. In addition to the minimum annual rent provided for in paragraph 3.1 above, the participation rent provided in paragraph 3.2 above, and the refinancing rent provided for in paragraph 3.3 above, Tenant shall make a one time payment to Landlord equal to 25% of Tenant's "Net Sale Proceeds" derived when Tenant sells the entirety of its Leasehold Interest hereunder to a party other than a Tenant Affiliate or a Tenant Affiliate which is a financial institution which purchases the leasehold interest pursuant to a preexisting contractual right. Said sale rent shall be due and payable from Tenant to Landlord from the escrow through which such sale is consummated, or within 60 days of receipt to the extent received subsequent to close of escrow, at the office of the Executive Director, Brea Redevelopment Agency, at Number One Civic Center Drive, City of Brea, California, 92621. Such sale rent shall be paid without withhold, abatement, setoff or deduction, except as hereinafter specifically provided.

For the purposes of this Lease, the phrase "Net Sale Proceeds" shall be defined as follows:

"Net Sale Proceeds" means the gross amount of consideration received or to be received by Tenant for or on account of any Disposition of the entirety of Tenant's leasehold interest under this Agreement, less (i) the unpaid principal balance of any Financing attributable to the Premises; (ii)

brokerage commissions and customary closing costs provided that the maximum aggregate amount for closing costs and brokerage commissions shall not exceed the actual out-of-pocket costs to Tenant; and (iii) Tenant's equity and advances together with any accrued interest thereon not previously paid from previous financings or project cash flow.

Consideration shall include without limitation, all cash including, but not limited to, retained reserves and security deposits, and the fair market value equivalent in cash of any non-monetary consideration. Absent the agreement of Agency and Tenant, the valuation of any non-monetary consideration shall be made by an independent appraisal, except to the extent that such valuation has been objectively determined upon an arms-length basis between independent parties neither of which is an Affiliate of Developer.

### 3.5 Accounting for The Purpose of Calculating Rent.

(a) Maintenance of Financial Records. Tenant shall maintain accurate and complete records, in customary form, such that Landlord can determine, upon inspection, the manner, means and supporting data by which Tenant calculates "net spendable income," "net financing proceeds" and "net sale proceeds" hereunder. In that regard, Tenant shall also maintain, and provide to Landlord upon request, accurate records of actual revenues and operating expenses, including but not limited to any outstanding equity capital accounts, together with copies of

annual budgets to the extent prepared, and such other operating information as Landlord may reasonably require from time to time.

(b) Provision of Accounting Data. On or before the last day of March next following the conclusion of each calendar year or prorated portion thereof during the term hereof, Tenant shall, without notice or demand from Landlord, deliver to Landlord in the manner prescribed for giving notice a statement prepared by Tenant showing Tenant's net spendable income on or from the Premises for that calendar year. Said statement shall be certified by an officer or partner of Tenant, and shall be delivered together with Tenant's payment of participation rent for that calendar year or prorated portion thereof.

Likewise, Tenant shall supply to Landlord together with its payment of sale - refinancing rent, accounting data prepared according to accounting practice applied consistently throughout the term of the Lease substantiating the accuracy of the amount paid. Such data shall be certified by an officer or partner of Tenant.

(c) Inspection by Landlord and Audits. All records and accounts required to be maintained by Tenant pursuant to Sections 3.4(a) and (b) shall be separately maintained by Tenant at Tenant's offices and shall be available to Landlord for inspection during normal business hours upon 48 hours' prior written notice and not more often than twice per year. At all times, and from time to time, upon 96 hours written notice, during the term of this Lease, Landlord shall have the right to

audit (at Landlord's expense) Tenant's books and records for the previous 24 months only with respect to the above-referenced computations of participation rent and sale - refinancing rent by employing an independent certified public accountant to conduct such audit not more often than once per year. If Landlord's audit results in a computation of Landlord's rent which differs in Landlord's favor from Tenant's computation of such amount, unless Tenant disputes the results of such audit, Tenant shall promptly pay to Landlord the amount of any underpayment plus interest calculated at a rate equivalent to the Bank of America prime rate of interest per annum plus an additional two (2) percent over such prime rate. Such interest shall accrue from the date the payment was actually due to Landlord, regardless of any intervening actions by Tenant. Landlord shall send written notice of such under payment to Tenant by first class mail, which shall be due and payable within ten (10) calendar days from Tenant's receipt. Interest shall continue to accrue until such time as Landlord actually receives the principal amount of the underpayment together with the accrued interest thereupon. If the amount differs more than ten percent (10%), Tenant shall additionally pay Landlord's costs of audit. If Landlord's audit discloses a difference in Tenant's favor, Landlord shall credit such amount, together with interest accrued at a rate calculated to be equivalent to the Bank of America's prime rate of interest per annum plus an additional two (2) percent over such prime rate to Tenant's first subsequent participation rent payment or

refinance rent payment depending on the respective source of the payment. If Tenant disputes Landlord's audit in any instance, Tenant shall, by notice given to Landlord within ten (10) business days after Tenant's receipt of Landlord's audit results, designate an independent certified public accountant to review the results of Landlord's audit. If the matter is not resolved to the parties' satisfaction within thirty (30) days after Tenant's hiring of Tenant's accountant, the parties shall instruct their accountants to jointly engage a third independent certified public accountant (to be paid equally by Tenant and Landlord). The third accountant shall determine the matter within thirty (30) days by selecting the results of one of the first two audits which more closely corresponds to the determination that the third accountant would have made if he or she were to determine the matter independently, and such determination shall be binding on both parties.

3.6 Late Charge. If Tenant fails to make any payment of minimum annual rent within ten (10) days after receipt of written notice from Landlord following the due date, Tenant shall pay to Landlord, in addition to the overdue amount, a late charge equal to Bank of America's then prevailing prime rate of interest per annum plus an additional two (2) percent over such prime rate of said overdue amount from the date such payment was due until paid. This provision is intended to compensate Landlord for loss resulting from rental delinquency, including lost interest

opportunities, legal costs, and the cost of servicing the delinquent account.

#### ARTICLE 4

##### TAXES

4.1 Payment of Taxes by Tenant. During the Lease Term, Tenant shall pay, before delinquency, directly to the charging authority, all real property taxes, possessory interest taxes, assessments and fees assessed or levied by any taxing authority upon the Premises or the Improvements thereon, or any portion thereof, or by reason of the business or other activities of Tenant upon or in connection with the Premises or the personalty situated thereon, except for taxes resulting from a reassessment of the Premises due to a change in ownership or transfer of all or part of Landlord's interest therein, taxes which Landlord has the ability to disallow and Landlord's federal or state income, franchise, business license or similar taxes. Tenant recognizes and understands that the execution of this Lease will create a possessory interest and Tenant will be subject to payment of property taxes levied upon such interest. Such taxes shall be computed pursuant to the provisions of California Health and Safety Code Section 33673. Tenant may contest the validity or amount of any such tax, assessment or imposition, provided: (a) Tenant notifies Landlord of such contest; (b) Tenant protects the Premises and Landlord from any lien as a result of such contest by an adequate surety bond or other appropriate security, if reasonably required by Landlord;

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Brea, California  
Number One Civic Center Circle  
Brea, California 92621  
Attn: Elaine Capps, City Clerk

DOC # 94-0158683  
04-MAR-1994 03:59 PM

Recorded in Official Records  
of Orange County, California  
Lee A. Branch, County Recorder  
Page 1 of 38 Fees: \$ 0.00  
Tax: \$ 0.00

(Space above for recorder's use)

FREE RECORDING REQUESTED PER CA GOV'T CODE SECTION NO. 6103

AMENDMENT NO. 1 TO  
DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE BREA REDEVELOPMENT AGENCY  
CITY OF BREA, CALIFORNIA (RECORD OWNER)

and

WATT-CRAIG ASSOCIATES LIMITED PARTNERSHIP,  
a California Limited Partnership  
and  
BAYWOOD HOMES - VICTORIA,  
a California general partnership  
as the successors to BREA CENTER ASSOCIATES

M 33870-12

38  
12  
E-

d. Participation Payments.

Developer shall pay to AGENCY after the purchase of the Commercial Center Component payments equivalent to Participation Rent, Refinancing Rent and Sale Rent specified in Sections 3.2, 3.3 and 3.4 of the Agency Lease accruing from and after the closing of such purchase, which sums are to be calculated and paid to AGENCY in accordance with the terms and provisions of Sections 3.2, 3.3, 3.4, 3.5 and 3.6 of the Agency Lease during a period not to exceed the expiration date of the initial term of the Agency Lease. Further in that regard, if and as applied to said participation payments, references to the transfer of Tenant's interest in the Agency Lease in the last subparagraph of Section 3.2 of the Agency Lease, to Tenant's refinancing of its Leasehold Interest in Section 3.3 of the Agency Lease and to Tenant's sale of the entirety of its Leasehold Interest in Section 3.4 of the Agency Lease for purposes of this option such terms shall be deemed to mean DEVELOPER'S transfer of its fee title interest, DEVELOPER'S refinancing of its fee title interest and DEVELOPER'S sale of the entirety of its fee title interest, respectively.

e Escrow Effecting Purchase of the Fee Title to the Commercial Center Component.

(i) Within thirty days subsequent to DEVELOPER'S timely and validly exercising the option provided for herein, DEVELOPER and AGENCY shall enter into an escrow with a mutually agreeable escrow company to consummate the sale of fee

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Brea, California  
Number One Civic Center Circle  
Brea, California 92621  
Attn: Elaine Capps, City Clerk

DOC # 94-0158684  
04-MAR-1994 03:59 PM

Recorded in Official Records  
of Orange County, California  
Lee A. Branch, County Recorder  
Page 1 of 11 Fees: \$ 0.00  
Tax: \$ 0.00

(Space above for Recorder's use)

FREE RECORDING REQUESTED PER CA GOV'T CODE SECTION NO. 6103

AMENDMENT NO. 2 TO  
DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between


THE BREA REDEVELOPMENT AGENCY  
CITY OF BREA, CALIFORNIA (RECORD OWNER)

and

WATT-CRAIG ASSOCIATES, LTD,  
a California Limited Partnership  
and  
BAYWOOD HOMES - VICTORIA,  
a California general partnership  
as the successors to BREA CENTER ASSOCIATES

33870-12

11  
2  
21



No. 2A consisting of approximately 18 acres bounded on the south by Imperial Highway, on the east by Brea Boulevard, on the north by Birch Street and on the west by a flood control channel."

2. Purchase Option Price of the Commercial Center Component.

Section 3(c) of the Amendment is hereby revised and replaced with the following:

"The amount to be paid by DEVELOPER to acquire from AGENCY fee title in and to the Commercial Center Component (the 'Fee Purchase') pursuant to the Purchase Option shall be Four Million Five Hundred Fifty Thousand Dollars (\$4,550,000) (the 'Purchase Consideration') payable through the escrow provided for in Section 3(e) of the Amendment."



3. Extension of Participation Rent Payments.

The first sentence of Section 3(d) of the Amendment shall be revised and replaced with the following:

"From and after the closing of the Fee Purchase, DEVELOPER shall pay to AGENCY payments equivalent in amount to the Participation Rent, Refinancing Rent and Sale Rent specified in Sections 3.2, 3.3

and 3.4 of the Agency Lease accruing from and after the closing of such purchase, which sums are to be calculated and paid to AGENCY in accordance with the terms and provisions of Section 3.2, 3.3, 3.4, 3.5 and 3.6 of the Agency Lease during a period (the 'Initial Participation Rent Term') which shall expire on that date fifty-six (56) years after the earlier of (a) that date eighteen (18) months subsequent to the date of the close of the Agency Lease escrow provided for in the DDA or (b) AGENCY's issuance of the final unconditional certificates of completion and the City of Brea's issuance of final unconditional certificates of occupancy for all structures and uses referred to in the Revised Site Map (Attachment No. 2A) and the Scope of Development (Attachment No. 3) except those structures and uses referred to in the Development Agreement as Pads D and E. For a period of five (5) years from and after the expiration of the Initial Participation Rent Term, DEVELOPER shall pay to AGENCY annually payments equivalent to Participation Rent in an amount equal to five percent (5%) of Tenant's net spendable income (as defined in the Agency Lease)."

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** City Manager  
**DATE:** 03/07/2017  
**SUBJECT:** Sale of Successor Agency Owned Property Located at 323 N. Brea Blvd.

---

**RECOMMENDATION**

Adopt resolution authorizing the sale of real property to the recommended buyer.

**BACKGROUND/DISCUSSION**

With the elimination of redevelopment in California in 2012, successor agencies to the former redevelopment agencies were directed by the State to prepare a Long Range Property Management Plan (LRPMP) to govern the disposition and use of the former Agency's non-housing properties. Brea's LRPMP, approved by the State Department of Finance (DOF) in December 2015, included selling three undeveloped lots in the Downtown Brea area. Via a Request for Proposal process brokers Lee and Associates Commercial Real Estate Services, Inc. were recommended to and approved by the Successor Agency to assist staff in selling the three properties.

Lee and Associates used comparative sales in Brea and nearby cities to establish a market value asking price. All those who had previously inquired about the availability of former redevelopment properties were notified that the properties were now available for sale. Purchase offers were received over a two month period and multiple cash offers were received for each of the three properties. The purchase offers were evaluated by staff with assistance from the brokers on criteria that included offer amount as well as the potential buyer's intended use for the property, zoning requirements, neighborhood compatibility and long term value of the property.

The Successor Agency and Oversight Board approved the Purchase and Sale agreements for 340 North Orange Avenue and 112 West Bracken Street and these properties are in escrow.

The Purchase and Sale agreement has been signed by the buyer of the Brea B property and Council is asked to adopt a resolution authorizing the execution of that agreement.

The following chart notes the recommended purchase offer and lists the other offers received.

<b>323 N. Brea Blvd.</b> 19,044 SF   Mixed Use I Zone	
<b>Asking Price:</b> \$800,000 (\$42.00/SF)	<b>Recommended Offer:</b> Better Blocks LLC (Medical Office) - \$950,000 (\$49.88/SF)  <b>Other Offers:</b> <ul style="list-style-type: none"> <li>• Pacific National Development - \$950,000</li> <li>• Stone Chen - \$900,000</li> <li>• Richmore Realty - \$809,370</li> <li>• AVA Properties - \$800,000</li> <li>• Woo Sung Lim - \$800,000</li> </ul>

The recommended buyer's intended use of the property is to build and occupy a dental practice office on the property.

If the Successor Agency approves the purchase and sales agreement for this property, the next step will be to present the offers to the Oversight Board for their approval. Therefore, the resolution is contingent upon Oversight Board approval. Escrow will be opened upon the Board's approval.

#### **FISCAL IMPACT/SUMMARY**

The sale proceeds from this property minus the broker commission, title report and escrow expenses will be remitted to the County Auditor-Controller for distribution to the taxing entities including the City of Brea. The City's share on this property is approximately \$133,000. Additionally, as the property is improved and the value increases, the annual property tax generated will increase.

The Successor Agency is asked to adopt a resolution to authorize the sale of property at 323 North Brea Boulevard. This property was acquired by the former redevelopment agency for redevelopment purposes in the Downtown Brea area. Current State legislation requires that it be sold per the terms approved in the Long Range Property Management Plan and that the sales proceeds be distributed to the various taxing entities, including the City of Brea. The sale of the property is contingent upon approval by the Oversight Board.

#### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Kathie DeRobbio, Economic Development Manager

Concurrence: David Crabtree, Community Development Director

---

#### **Attachments**

Resolution SA 2017-03

Purchase and Sale Agreement

---

## RESOLUTION NO. SA 2017-03

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, ACTING AS THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT REGARDING THE SUCCESSOR AGENCY'S SALE OF A PROPERTY LOCATED AT 323 N BREA BOULEVARD AND TAKING RELATED ACTIONS

#### A. RECITALS:

(i) Pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the former Brea Redevelopment Agency (the "Former Agency") was dissolved as of February 1, 2012, the Successor Agency to the Brea Redevelopment Agency (the "Successor Agency") was constituted as the successor entity to the Former Agency, and an oversight board of the Successor Agency (the "Oversight Board") was established;

(ii) AB X1 26 added Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 of the California Health and Safety Code ("HSC") (such Parts 1.8 and 1.85, including amendments and supplements thereto enacted after AB X1 26, being referred to herein as the "Dissolution Act");

(iii) Pursuant to HSC Section 34175(b), all real properties (and interests in real properties) of the Former Agency, transferred to the control of the Successor Agency by operation of law;

(iv) Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a Long Range Property Management Plan which addresses the disposition and use of the real properties (and interests in real property) of the Former Agency;

(v) The Oversight Board previously adopted Resolution No. OB 2013-09 (on December 3, 2013), Resolution No. OB 2015-01 (on January 20, 2015), Resolution No. OB 2015-04 (on April 20, 2015), Resolution No. OB 2015-9 (on November 19, 2015) and Resolution No. OB 2015-10 (on December 21, 2015), approving the Successor Agency's Long Range Property Management Plan and three amendments thereto (as so amended, the "LRPMP");

(vi) The California State Department of Finance (the "DOF") issued an approval letter on December 29, 2015, indicating that the DOF has reviewed and approved the LRPMP;

(vii) Pursuant to HSC Section 34191.3(a), the DOF-approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all real property assets of the Former Agency;

(viii) The LRPMP, as approved by the DOF, contemplates the sale of a property (the "Property") located at 323 N Brea Boulevard, Brea – identified in the LRPMP as Property No. 3;

(ix) In order to implement the LRPMP, the Successor Agency retained a broker to determine an estimate for the sale price of the Property based on comparables and to facilitate the sale;

(x) The Successor Agency received multiple offers for the Property, among which the highest offering price was \$950,000 (which was above the estimate based on the comparables), for the sale of the Property to Better Blocks LLC (the "Buyer");

(xi) Attached to this Resolution as Attachment A is the form of a Purchase and Sale Agreement and Joint Escrow Instructions (the "Sale Agreement"), to be entered by and between the Successor Agency and the Buyer;

**B. RESOLUTION:**

**NOW, THEREFORE,** be it found, determined and resolved by the City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.

2. The Sale Agreement, in the form attached hereto as Exhibit A, and the sale of the Property pursuant to the terms of the Sale Agreement are hereby approved, subject to the proviso set forth in Section 4 below.

3. The Successor Agency is hereby requested to approve the Successor Agency's execution and delivery of the Sale Agreement and the sale of Property pursuant to the terms of the Sale Agreement. The City Clerk is hereby directed to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.

4. Each of the Mayor of the City (or, in the Mayor's absence, the Mayor Pro Tem of the City) and the City Manager, who is appointed the Successor Agency's Executive Director (together, the "Authorized Officers), acting individually, is hereby authorized, for and in the name and on behalf of the Successor Agency, execute and deliver the Sale Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve (such approval to be conclusively evidenced by the execution and delivery thereof); provided that such execution shall occur after the Oversight Board's adoption of its resolution approving the execution and delivery of the Sale Agreement.

5. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). Pursuant to the State CEQA Guidelines (14 Cal Code Regs 15000 et seq.) (the "Guidelines"), the Successor Agency has determined that the actions taken under this Resolution are not a project pursuant to CEQA and is exempt therefrom because it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment (Guidelines Section 15378(b)(5)). Staff of the Successor Agency, is hereby directed to prepare and post a notice of exemption pursuant to Guidelines Section 15062.

6. The Authorized Officers and other officers and Staff members of the Successor Agency are hereby authorized, jointly and severally, to do all things (including but not limited to the execution of any certificates or other instruments) which they may deem necessary or proper to effectuate the purposes of the Deed, the Assignment Agreement and this Resolution, and any such actions previously taken are hereby ratified and confirmed.

7. This Resolution will become effective upon adoption.

**APPROVED AND ADOPTED** this 3<sup>rd</sup> day of March, 2017

\_\_\_\_\_  
Cecilia Hupp, 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 passed at a regular meeting of the City Council of the City of Brea, held on the 7<sup>th</sup> day of March, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE: March 7, 2017

---

Lillian Harris-Neal, City Clerk

**ATTACHMENT A**

Purchase and Sale Agreement and Joint Escrow Instructions  
(substantial final form)

**AGREEMENT FOR PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is dated as of \_\_\_\_\_, 2017, and is entered into by and between the SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, a California public entity ("Seller"), and BETTER BLOCKS LLC, a California limited liability company ("Buyer").

**RECITALS**

- A. Seller is the owner of the land described on Exhibit "A" (the "Property").
- B. Buyer desires to purchase the Property, and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms and covenants set forth therein and herein, other consideration, the sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. **OVERSIGHT BOARD CONDITION; PURCHASE PRICE; DEPOSIT.**

1.1 **OB Condition.** The obligation of Seller to sell the Property is conditioned upon the approval of this Agreement by the Oversight Board of Seller. The date on which such condition is satisfied is hereinafter referred to as the "Effective Date".

1.2 **Sale and Purchase.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions hereinafter set forth.

1.3 **Purchase Price.** The purchase price for the Property shall be Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00) ("Purchase Price").

1.4 **Deposit; Liquidated Damages.** Within five (5) days following the opening of Escrow under Section 4.2 below, Buyer shall deliver funds, by check, wire transfer or other means, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) to Escrow Holder (as defined in Section 4.2) to be deposited in an interest-bearing account and held as an earnest money deposit under the Escrow pursuant to the terms and provisions hereof (which earnest money deposit, together with the interest thereon, is herein called the "**Deposit**"). The Deposit shall be: (i) applicable to the Purchase Price; (ii) refunded to Buyer if the Close of Escrow does not occur due to a failure of a condition to closing or if the Seller defaults; and (iii) retained by the Seller as liquidated damages in accordance with the following. In the event Buyer terminates this Agreement at any time prior to the expiration of the Inspection Deadline or any other contingency periods, or as a result of Seller's default hereunder, the Deposit, together with all interest accrued thereon, shall be refundable to Buyer in full. If Seller fails or refuses to close Escrow, Buyer shall have the right to seek all available remedies to Buyer by law, including specific performance.

4. ESCROW.

4.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions, and a copy hereof shall be deposited with the Escrow Holder for that purpose; however, the parties shall execute such further instructions as Escrow Holder reasonably requires in order to clarify the duties and responsibilities of Escrow Holder. Additionally, each party may send unilateral closing instructions to the Escrow holder to facilitate closing.

4.2 Escrow Holder. Escrow ("Escrow") shall be opened with Progressive Escrow, 400 West Lambert, Suite H, Brea, CA 92821, Escrow Officer: Barbara Waites ("Escrow Holder") within five (5) business days after the date of this Agreement by Buyer and Seller depositing an executed copy (or copies of executed counterparts) of this Agreement with Escrow Holder.

4.3 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which a grant deed in favor of Buyer is recorded in the Official Records of the Orange County Recorder's Office. Provided all of Seller's and Buyer's obligations to be performed on or before the Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, the closing shall occur no later than sixty (60) days after the date of this Agreement ("Closing Date"). Possession of the Property shall be delivered to Buyer upon the Close of Escrow.

4.4 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

4.4.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged (the "Grant Deed");

4.4.2 Unless exempt, a California 593 certificate and a federal non-foreign affidavit (with respect to Seller);

4.4.3 Any other documents contemplated by this Agreement or required by Escrow Holder or the Title Company to be deposited by Buyer to carry out the escrow and this transaction.

4.5 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following:

4.5.1 The Purchase Price (subject to the effect of Section 4.8 below) less the Deposit already in Escrow;

4.5.2 Net costs to be paid by Buyer under Section 4.9 below (subject to the effect of Section 4.8 below) for the applicable closing; and

4.5.3 Any other reasonable documents contemplated by this Agreement or required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.6 Conditions to the Close of Escrow. Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Escrow Holder shall prepare a preliminary settlement statement showing all costs and prorations for execution by both parties.

Additionally, Buyer's obligation to proceed with the purchase of the Property is subject to the satisfaction of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer, except as otherwise expressly provided in Section 4.6.4 below:

4.6.1 Seller shall have performed all agreements to be performed by Seller hereunder.

4.6.2 As of the Close of Escrow, there shall have been no material adverse changes in the physical condition of the Property since Buyer's inspection.

4.6.3 Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the applicable Purchase Price, showing fee title to be vested in Buyer subject only to the Approved Title Exceptions.

If any of the conditions to a Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to funds, the amount of any cancellation charges required to be paid by such party under Section 4.11 below).

4.7 Recordation of Grant Deed; Delivery of Funds. Upon receipt of the funds and documents described in this Section 4, and satisfaction (or express written waiver) of the closing conditions, Escrow Holder shall cause the Grant Deed to be recorded in the office of the County Recorder of Orange County, California, and shall deliver the Purchase Price (less appropriate charges) to Seller.

4.8 Prorations. All assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. Property tax prorationer shall take into account that Buyer is a tax exempt public entity, and Seller may apply for a refund of property taxes paid by Seller and allocable to the period after closing. All prorations shall be determined on the basis of a 360-day year.

4.9 Costs of Escrow.

4.9.1 Seller shall pay:

- (a) The premium for the CLTA Standard Title Policy;
- (b) One-half (1/2) of the escrow fees; and

- (c) Any other closing costs or charges not expressly provided for herein and customarily paid by a seller of real property in Orange County, California.

4.9.2 Buyer shall pay:

- (a) One-half (1/2) of the escrow fees;
- (b) The cost of recording the Grant Deed, if any;
- (c) The extra cost of an ALTA extended title policy if elected by Buyer; and
- (d) Any other closing costs or charges not expressly provided for herein and customarily paid by a buyer of real property in Orange County, California.

4.10 Broker's Commissions. Buyer and Seller represent to one another that except for Lee & Associates, who represents Seller, and CARR Healthcare Realty who represents Buyer, no broker or finder or salesperson has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Seller will pay its broker a commission pursuant to a separate written agreement with its broker (it being understood that Buyer's broker will make arrangements with Seller's broker to share such commission). Each party shall indemnify, defend, protect and hold harmless the other party and its employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its (i.e., the indemnifying party's) communications or agreements with any broker, finder or salesperson other than the brokers named above.

4.11 Escrow Cancellation Charges. In the event that escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for any escrow and title cancellation charges. In the event that a closing shall fail to occur for any other reason, each party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. SELLER'S REPRESENTATIONS AND WARRANTIES. Buyer acknowledges and agrees that Seller has made absolutely no prior representations or warranties regarding the Property, including, without limitation, its condition, its past use, or its suitability for Buyer's intended use thereof, and that Buyer is purchasing the Property on an "AS-IS" basis, except as otherwise provided herein and subject to the representations and warranties expressly made below. Notwithstanding the foregoing, Seller hereby makes the following representations and warranties to Buyer, which representations and warranties shall survive the recordation of the Grant Deed.

5.1 Subject to Section 1.1 above, Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and

performance of this Agreement. All persons executing this Agreement on behalf of Seller represent and warrant that they have the authority to bind Seller.

5.2 To the actual knowledge of the City Manager, without investigation or inquiry, no attachments, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller, nor are any of such proceedings contemplated by Seller.

5.3 During the term of this Agreement, Seller shall continue to manage and maintain, or cause to be managed and maintained, the Property in such condition so that the Property shall be in the same condition, normal wear and tear and casualty excepted, on the Close of Escrow as on the date hereof.

5.4 To the actual knowledge of the City Manager, without investigation or inquiry, there are no contracts or agreements entered into by Seller against or leases on or relating to the Property which will prohibit Buyer's permitted use thereof.

5.5 To the actual knowledge of the City Manager, without investigation or inquiry, there are no actions, suits or proceedings pending, or to Seller's best knowledge, threatened, before any court, commission, board, council, bureau, agency, or tribunal that will materially affect the Property or any portion thereof or the right to occupy or utilize the same for Buyer's expressed intended purpose.

5.6 To the actual knowledge of the City Manager, without investigation or inquiry, Seller has not received, and is not aware of, any written notice from the County of Orange, State of California, or any Federal, State or local governmental agency, of any intent to condemn all or any portion of the Property.

5.7 To the actual knowledge of the City Manager, without investigation or inquiry, Seller has not received, and is not aware of, any written notice from the Building Department, Fire Department, Health or Safety Department, Planning Department, Environmental Department or other equivalent County, State or Federal governmental authority having jurisdiction, of any violation of law that has not been cured on or relating to the Property.

5.8 To the actual knowledge of the City Manager, without investigation or inquiry, no hazardous waste, toxic waste or solid waste substances have been treated, stored, released or disposed of on the Property, no condition on the Property that could give rise to environmental liability, no asbestos containing material is located on the Property and the Property does not now contain or has it in the past contained an underground storage tank, as that term is defined in California Statute § 116.46, Subd.8.

5.9 Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

6. ATTORNEYS' FEES. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs

and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

7. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by overnight (for next business day delivery) or certified mail, postage prepaid, return receipt requested, or sent overnight (for next day business delivery) by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Buyer: Better Blocks LLC  
257 W. Skyline Drive  
La Habra Heights, CA 90631  
Attn: Bruno Boval

To Seller: City of Brea  
One Civic Center Circle  
Brea, California 92801  
Attention: Community Development Director

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or first attempted delivery. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

8. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.

9. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11. EMAIL DELIVERY. This executed Agreement (and executed counterparts of this Agreement), may be delivered by email (PDF). Emails to City shall be sent to kathied@cityofbrea.net. Emails to Buyer shall be sent to alonboval@hotmail.com.

12. TIME OF THE ESSENCE. Time is of the essence of every provision of this Agreement in which time is a factor.

13. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

14. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

15. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

16. AUTHORITY OF CITY MANAGER/EXECUTIVE DIRECTOR OF SELLER. The City Manager/Executive Director of Seller may: (i) give any and all notices, waivers, consents and terminations hereunder on behalf of Seller provided they are in writing; and (ii) amend this Agreement provided the amendment(s) are in writing.

17. AUTHORITY OF BUYER. The Manager of Buyer may: (i) give any and all notices, waivers, consents and terminations hereunder on behalf of Buyer provided they are in writing; and (ii) amend this Agreement provided the amendment(s) are in writing.

18. CONDEMNATION PRIOR TO CLOSING. Seller shall promptly notify Buyer of any condemnation proceeding with respect to the Property commenced or contemplated prior to the Close of Escrow (to the extent Seller obtains actual knowledge of either such events). If any such proceeding relates to a material portion of the Property, Buyer may terminate this Agreement by written notice to Seller given prior to the Close of Escrow. If Buyer does not so terminate this Agreement, Buyer shall be entitled to all compensation, awards or other payments or relief from such condemnation proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BUYER:**

BETTER BLOCKS LLC,  
a California limited liability company

By: 

Print Name: Bruno Boval

Title: PRESIDENT

**SELLER:**

SUCCESSOR AGENCY TO THE BREA  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

---

City Clerk

APPROVED AS TO FORM:

---

James Markman, City/SA Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

The land situated in the State of California, County of Orange, described as follows:

LOTS 2 AND 3 IN BLOCK A OF THE TOWN OF BREA, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 7, PAGES 2 AND FOLLOWING OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS WHICH MAY BE SITUATED IN OR UNDER SAID LAND.

**EXHIBIT "B"**

**FORM OF GRANT DEED**

(Attached.)

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO,  
AND SEND TAX STATEMENTS TO:

Better Blocks LLC  
257 W. Skyline Drive  
La Habra Heights, CA 90631  
Attn: Bruno Boval

APN: 296-301-02

---

[SPACE ABOVE FOR RECORDER'S USE ONLY]

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

Documentary Transfer Tax is \$\_\_\_\_\_.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY ("**Grantor**") hereby grants to BETTER BLOCKS LLC, a California limited liability company ("**Grantee**"), the land located in the County of Orange, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by reference and all improvements thereon.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: \_\_\_\_\_, 2017

SUCCESSOR AGENCY TO THE BREA  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 Orange )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

Exhibit A  
to Grant Deed

LEGAL DESCRIPTION

The land situated in the State of California, County of Orange, described as follows:

LOTS 2 AND 3 IN BLOCK A OF THE TOWN OF BREA, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 7, PAGES 2 AND FOLLOWING OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS WHICH MAY BE SITUATED IN OR UNDER SAID LAND.

City of Brea

---

**COUNCIL COMMUNICATION**

**FROM:** City Manager

**DATE:** 03/07/2017

**SUBJECT:** February 24, 2017 Successor Agency Check Register - Receive and File.

---

---

**Attachments**

2-24-17 SA Check Register

---

## Successor Agency Check Register for: Feb 24, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2401	BANDERA ESTATES	02/24/2017	3121	511626224	SR SUBSIDY MAR 2017	\$1,270.00
<b>BANDERA ESTATES</b>					<b>Total Check Amount:</b>	<b>\$1,270.00</b>
2402	MEHRAB BEHVANDI	02/24/2017	4277	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>MEHRAB BEHVANDI</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2403	BREA WOODS SENIOR APARTMENTS	02/24/2017	1955	511626224	SR SUBSIDY MAR 2017	\$508.00
<b>BREA WOODS SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$508.00</b>
2404	BROOKDALE - BREA	02/24/2017	4623	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>BROOKDALE - BREA</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2405	CITY OF BREA	02/24/2017	1003	511	ADMIN COSTS JAN 2017	\$25,648.89
<b>CITY OF BREA</b>					<b>Total Check Amount:</b>	<b>\$25,648.89</b>
2406	CRESTMONT MOBILE HOME PARK	02/24/2017	2627	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>CRESTMONT MOBILE HOME PARK</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2407	HERITAGE PLAZA APARTMENTS	02/24/2017	1917	511626224	SR SUBSIDY MAR 2017	\$1,270.00
<b>HERITAGE PLAZA APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$1,270.00</b>
2408	HOLLYDALE MOBILE ESTATES	02/24/2017	4250	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2409	HOLLYDALE MOBILE ESTATES	02/24/2017	4577	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2410	KEYSER MARSTON ASSOCIATES, INC.	02/24/2017	2005	511000000	GTWYCTR LSE B/O JAN17	\$4,120.00
	KEYSER MARSTON ASSOCIATES, INC.	02/24/2017	2005	813000000	PROF SVCS JAN 2017	\$5,295.00
<b>KEYSER MARSTON ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$9,415.00</b>
2411	LAKE PARK BREA	02/24/2017	2433	511626224	SR SUBSIDY MAR 2017	\$3,048.00
<b>LAKE PARK BREA</b>					<b>Total Check Amount:</b>	<b>\$3,048.00</b>
2412	ORANGE VILLA SENIOR APARTMENTS	02/24/2017	2132	511626224	SR SUBSIDY MAR 2017	\$254.00
<b>ORANGE VILLA SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2413	VINTAGE CANYON SENIOR APARTMENTS	02/24/2017	4081	511626224	SR SUBSIDY MAR 2017	\$1,524.00
<b>VINTAGE CANYON SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$1,524.00</b>

**Overall - Total    \$44,207.89**