

RESOLUTION NO. 2017-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AS SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, ADOPTING AN OPERATING PROGRAM BUDGET FOR SAID AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2017 AND ENDING JUNE 30, 2018, APPROPRIATING FUNDS FOR THE ACCOUNTS, DEPARTMENTS, DIVISIONS, PROGRAMS, OBJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The City Manager has, heretofore, presented to the City Council of the City Brea, as Successor Agency to the Brea Redevelopment Agency, the Proposed Budget for the fiscal year July 1, 2017 through June 30, 2018.

(ii) Copies of said Proposed Budget are on file in the Office of the City Clerk and said Proposed Budget is hereby made a part of this Resolution.

B. RESOLUTION:

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

1. Said Proposed Successor Agency to the Brea Redevelopment Agency Budget is hereby adopted as the Budget of the Successor Agency for the fiscal year commencing July 1, 2017 and ending June 30, 2018. The Successor Agency Budget consists of the estimated and anticipated expenditures and revenues for the fiscal year and as related shall be deemed to be debt of the Successor Agency.

2. There are hereby appropriated for obligation and expenditure by the City Manager the amounts shown for the various funds and accounts separately set forth in the Successor Agency to the Brea Redevelopment Agency Proposed Budget for fiscal year 2017-18. In the case of capital improvement program projects of said appropriation, they shall be deemed to relate to each separate project set forth and shall include as to each project the total of the amount of funding listed. All obligations and expenditures shall be incurred and made in the manner provided by the provisions of State law and Successor Agency resolutions applicable to purchasing and contracting.

3. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balance of the fund and project appropriations herein before authorized unless such has been amended by a supplemental appropriation duly enacted by the Successor Agency by resolution.

APPROVED AND ADOPTED this 6th day of June, 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 adopted at a regular meeting of the City Council of the City of Brea, as the Successor Agency to the Brea Redevelopment Agency, held on the 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: June 6, 2017

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Update to the City of Brea Long-Term Debt Policy Required for Future Issuance of Bonds and Other Debt Obligations

RECOMMENDATION

Adopt the Resolution approving the City of Brea Local Debt Policy and taking related actions.

BACKGROUND/DISCUSSION

The City of Brea has included in its annual operating budget a section for Fiscal Policy Statements which includes both short-term and long-term debt policies. These debt policies are applicable to the City of Brea incurring obligations solely within its control such as the issuance of bonds or entering into capital lease agreements. Additionally, the City of Brea also has long-standing debt management practices, such as bond payment coverage, sufficiency of reserves, records retention, continuing disclosure compliance, etc. In addition, City staff continually monitor bonds for opportunities to refund (refinance) existing bonds to lower future bond payments.

The proposed City of Brea Local Debt Policy which incorporates the City's current fiscal policies and practices has been prepared to comply with Government Code Section 8855(i), which became effective on January 1, 2017. Section 8855(i) was added via Senate Bill (SB) 1029 (approved September 12, 2016), which made the following major changes to current law:

- Requires the California Debt and Investment Advisory Commission (CDIAC) to track and report on all state and local outstanding debt until fully repaid or redeemed.
- Requires that the report of proposed debt include a certification by the issuer that it has adopted local debt policies, which include specified provisions concerning the use of debt and the contemplated debt issuance consistent with those local debt policies.
- Requires a state or local public agency to submit an annual report for any issue of debt.

The proposed Local Debt Policy meets all of the requirements of SB 1029; does not change any of the City's existing policies and practices and preserves flexibility for the City in managing its debt. It is also noted that the proposed Local Debt Policy does not pertain to pension and any employee benefit obligations.

An example of how the City of Brea's current practices compare with the proposed Local Debt Policy is the determination of the feasibility of bond refinancings. In November 2016, the the City Council approved the issuance of Successor Agency to the Brea Redevelopment Agency Redevelopment Project Area C 2016 Tax Allocation Refunding Bonds, Series A and B. The

proposed Local Debt Policy and best management practices call for at least a three percent (3%) net present value (NPV) savings on a refinancing and the NPV savings on this bond refunding was 22.4%.

The proposed Local Debt Policy is required to be in place prior to any issuance of bonds and other debt obligations. The first issuance of debt subject to the Local Debt Policy will be the Successor Agency's 2017 Tax Allocation Refunding Bonds, Series A and B which are pending approval by the California Department of Finance.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 30, 2017 meeting and recommended approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact with the adoption of the Local Debt Policy.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution 2017-046

Exhibit A - Draft Debt Policy

RESOLUTION NO. 2017-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA ADOPTING A LOCAL DEBT POLICY AND TAKING RELATED ACTIONS

A. RECITALS:

(i) The City of Brea and its related entities (such as the Brea Community Benefit Financing Authority, the Brea Public Financing Authority, the Successor Agency to the Brea Redevelopment Agency and City-formed community facilities districts) (together, the “City”) have issued bonds or other financing obligations (“Local Debt”) that are subject to requirements for the filing of reports to the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to California Government Code Section 8855 (“Section 8855”);

(ii) Under Section 8855, municipal issuers of Local Debt must file a report (the “Report of Proposed Debt Issuance”) at least 30 days before the sale of any Local Debt issue;

(iii) Senate Bill No. 1029 (“SB 1029”), effective January 1, 2017, amended Section 8855 to augment the information that a municipal issuer must provide to CDIAC in connection with Local Debt issuances;

(iv) Section 8855, as amended by SB 1029, requires the Report of Proposed Debt Issuance to include a certification that the municipal issuer has adopted a local debt policy and the contemplated Local Debt issuance is consistent with such local debt policy;

(v) Section 8855(i)(1) requires that the local debt policy must include the following elements:

- (A) The purposes for which the debt proceeds may be used;
- (B) The types of debt that may be issued;

- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable;
 - (D) Policy goals related to the issuer's planning goals and objectives.
 - (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use;
 - (vi) The City expects that it will continue to issue Local Debt from time to time;
- and
- (vii) This City desires to adopt the Local Debt Policy, as set forth in Exhibit A (the "Policy").

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council hereby determines and finds that the Policy complies with the requirements of Section 8855(i)(1).
3. The Policy, as set forth in Exhibit A, is hereby approved and adopted. The Policy shall be applicable to Local Debt issued by or on behalf of the City (including its related entities such as, but not limited to, the Brea Community Benefit Financing Authority, the Brea Public Financing Authority, the Successor Agency to the Brea Redevelopment Agency and city-formed community facilities districts).

4. The City Manager, the Administrative Services Director and all other officers of the City are hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement the Policy, and any such actions previously taken by such officers are hereby ratified and confirmed

5. This Resolution will become effective upon adoption.

APPROVED AND ADOPTED this 6th day of June, 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 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE: June 6, 2017

Lillian Harris-Neal, City Clerk

EXHIBIT A

LOCAL DEBT POLICY

(see attached)

**CITY OF BREA
LOCAL DEBT POLICY**

As of _____, 20____
(Resolution No. _____)

A. PURPOSE

The purpose of this Local Debt Policy (this “Policy”) is to establish guidelines and parameters for the effective governance, management and administration of debt and other financing obligations issued by the City and its related entities (such as the Brea Community Benefit Financing Authority, the Brea Public Financing Authority and the Successor Agency to the Brea Redevelopment Agency and City-formed community facilities districts).

As used in this Policy, “City” shall mean the City and/or the City and its related entities, as the context may require. As used in this Policy, “debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto. This Policy shall apply to all debt issued or sold to third party lenders or investors and does not pertain to City internal interfund borrowings or any employee benefit obligations.

B. BACKGROUND

The City and its related entities are committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserves levels and employing prudent practices in governance, management, budget administration and financial reporting.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City and its related entities to manage their collective debt program in line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt and other financing obligations issued by the City and its related entities and the ongoing management of the debt portfolio.

This Policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a local debt policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

C. CONDITIONS AND PURPOSES OF DEBT ISSUANCE

1. Acceptable Conditions for the Use of Debt

The City believes that prudent amounts of debt can be an equitable and cost-effective means of financing major infrastructure, and capital asset and project needs of the City. Debt will be considered to finance such projects if:

- a)** The project has been, or will be, included in the City's capital improvement plan or has otherwise been coordinated with the City's planning goals and objectives.
- b)** The project can be financed with debt not exceeding the term specified in Section E.1 of this Policy, to assure that long-term debt is not issued to finance projects with a short useful life.
- c)** It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives.
- d)** It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

2. Acceptable Uses of Debt and Proceeds of Debt

The primary purpose of debt is to finance one of the following:

- a)** The City will consider long-term financing for the acquisition, substantial refurbishment, replacement, or expansion of capital assets (including but not limited to land improvements, infrastructure projects, equipment and water rights) for the following purposes:
 - i.** Acquisition and or improvement of land, right-of-way or long-term easements.
 - ii.** Acquisition of a capital asset with a useful life of three or more years.
 - iii.** Construction or reconstruction of a facility.
 - iv.** Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest, original issue discount, underwriter's discount, and other costs of issuance.

- b) Refunding, refinancing, or restructuring debt (including without limitation the refinancing or advance funding of City pension obligations), subject to refunding objectives and parameters discussed in Section G.

3. Short-Term Debt

- a) In the event of temporary shortfalls in cash flow for City operation costs due to timing of receipt of revenues and the lack of cash on hand to cover the temporary deficit, the City may consider interim or cash flow financing, such as anticipation notes. In compliance with applicable state law, any such notes shall be payable either: (i) not later than the last day of the fiscal year in which it is issued, or (ii) during the fiscal year succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, and only if such note is payable only from revenue received or accrued during the fiscal year in which it was issued.
- b) Short-term debt may be used to finance short-lived capital projects, such as lease-purchase financing or equipment.
- c) Prior to issuance of any short-term debt, a reliable revenue source shall be identified for repayment of the debt.

4. Internal Control Procedures Concerning Use of Proceeds of Debt

One of the City's priorities in the management of debt is to assure that the proceeds of the debt will be directed to the intended use for which the debt has been issued. In furtherance of this priority, the following procedures shall apply:

- a) The Administrative Services Director shall retain, for the applicable period specified in Section H.4. of this Policy, a copy of each annual report filed with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Section 8855(k) of the California Government Code concerning (1) debt authorized during the applicable reporting period (whether issued or not), (2) debt outstanding during the reporting period, and (3) the use during the reporting period of proceeds of issued debt.
- b) In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Administrative Services Director or the designee of the Administrative Services Director shall keep a record of the original intended use for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Administrative Services Director or the designee of the Administrative Services Director shall indicate in the record when the change in use was authorized and whether the City Council, City Manager, or another City official has authorized the change in intended use. The Administrative Services Director shall report

apparent deviations from the intended use in debt proceeds to the City Manager for further discussion, and if the City Manager determines appropriate in consultation with legal counsel (which may be bond counsel, if applicable, or the City Attorney), to the City Council.

- c) If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the Administrative Services Director shall consult with the City Manager and legal counsel (which may be bond counsel, if applicable, or the City Attorney) as to available alternatives for the expenditure of the remaining debt proceeds (including prepayment of the debt).

D. TYPE OF FINANCING INSTRUMENTS; AFFORDABILITY AND PLANNING POLICIES

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of this Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Prior to the issuance of debt or other financing obligations to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt or other financing obligations without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the taxpayers. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs.

1. **General Fund-Supported Debt** – General Fund Supported Debt generally include Certificates of Participation (“COPs”) and Lease Revenue Bonds (“LRBs”) which are lease obligations that are secured by an installment sale or by a lease-back arrangement between the City and another public entity. Typically, the City appropriates available General Fund moneys to pay the lease payments to the other public entity and, in turn, the public entity uses such lease payments received to pay debt service on the bonds or Certificates of Participation.

General Fund Supported Debt may also include bonds issued to refund obligations imposed by law, such as judgments (judgment obligation bonds (“JOBs”)) or unfunded accrued actuarial liabilities for pension plans (pension obligation bonds (“POBs”)).

These obligations do not constitute indebtedness under the state constitutional debt limitation and, therefore, are not subject to voter approval.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payment schedule. The lessee (the City) is obligated to include in its Annual Budget and appropriate the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain the debt service requirement on General Fund Supported Debt (including, but not limited to, COPs, LRBs, JOBs, and POBs) at or less than 8% of total General Fund expenditures each year.

2. **Revenue Bonds** – Long-term obligations payable solely from specific special fund sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which are payable from a special fund consisting of restricted revenues or user fees (Enterprise Revenues) and revenues derived from the system of which the project being funded is a part.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain a coverage ratio of 110% (or such higher coverage ratio included in the City's existing financing documents), using historical and/or projected net revenues to cover annual debt service for bonds. To the extent necessary, the City shall undertake proceedings for a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratio.

3. **Special Districts Financing** – The City's special districts primarily consist of Community Facilities Districts ("CFDs") and 1913/1915 Act Assessment Districts ("Assessment Districts"). The City will consider requests for special district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.
4. **General Obligation Bonds** – Notwithstanding their name, General Obligation Bonds are not general obligations of the City, but instead they are payable from and secured by a dedicated, voter-approved property tax override rate (*i.e.*, a property tax in excess of the 1% basic *ad valorem* property tax rate which has received the approving two-thirds vote of the City's electorate). While the dedicated revenue stream to repay the debt makes General Obligation Bonds an attractive option, additional considerations for this financing mechanism include the time and expense of an election, the possibility that the electorate will not approve the ballot measure, and the legal bonding capacity limit of the assessed value of all taxable property within the City. (At the time of the adoption of this Policy, the legal bonding capacity limit for a California general law city is 3.75% of the assessed value of all taxable property within the City.)

5. **Tax Increment Financing** – Tax increment financing is a financing method whereby a portion of *ad valorem* property taxes (commonly called the “tax increment”) that are allocated to an entity, such as a successor agency to redevelopment agency (Successor Agency), an enhanced infrastructure financing district (“EIFD”), a community revitalization and investment authority (“CRIA”) or an infrastructure and revitalization financing district (“IRFD”), and the entity is permitted to incur debt payable from and secured by the tax increment revenues. While tax increment debt for redevelopment agencies and Successor Agencies is entitled to the benefits of Article XVI, Section 16, of the California Constitution, no similar provision exists for EIFDs, CRIAs and IRFDs at the time of adoption of this Policy. Therefore, when considering EIFD, CRIA or IRFD financing, or other types of tax increment financing which may be permitted by law in the future, debt limit concerns should be analyzed with respect to the proposed structure and taken into account in determining the practical viability of the proposed financing.
6. **Conduit Debt** – Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City’s overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City’s faith and credit.

E. **STRUCTURE OF DEBT**

1. **Term of Debt** – In keeping with Internal Revenue Service regulations for tax-exempt financing obligations, the weighted average maturity of the debt should not exceed 120 percent of the weighted average economic life of the facilities or projects to be financed, unless specific circumstances exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
2. **Rapidity of Debt Payment; Level Payment** – To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments should not increase on an annual basis in excess of 2% without a dedicated and supporting revenue funding stream.

Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Department will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City’s projected cash flow to the anticipated debt service payments. “Backloading” of debt service will be considered only when one or more of the following occur:

- a) Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.

- b) The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
 - c) Such structuring is beneficial to the aggregate overall debt payment schedule or achieves measurable interest savings.
 - d) Such structuring will allow debt service to more closely match projected revenues, whether due to lower project revenues during the early years of the project's operation, inflation escalators in the enterprise user rates, or other quantifiable reasons.
3. **Serial Bonds, Term Bonds, and Capital Appreciation Bonds** – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds (CABs) may be used. The decision to use term, serial, or CAB bonds is driven based on market conditions.
4. **Reserve Funds** – To the extent that the use of available City moneys to fund a reserve fund provides an economic benefit that offsets the cost of financing the reserve fund from bond proceeds (as determined by the Administrative Services Director in consultation with the City's municipal advisor and, if applicable, the underwriter for the bonds), the City may use legally permitted moneys to fund a reserve fund (in cash or through the purchase of a debt service reserve surety bond or insurance policy) for the proposed bonds, up to the maximum amount permitted by applicable law or regulation. Typically, this amount is equal to the least of: (i) maximum annual debt service on the bonds, (ii) 10% of the principal amount of the bonds (or 10% of the sale proceeds of the bonds, within the meaning of Section 148 of the federal Internal Revenue Code), or (iii) 125% of average annual debt service on the bonds.

F. **USE OF ALTERNATIVE DEBT INSTRUMENTS**

Alternative debt instruments and financing structures sometimes can provide a lower cost of borrowing in the short run, but may involve greater medium-term or long-term risk. Due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, analysis of the impact on City creditworthiness and debt affordability and capacity, and an evaluation of the ability of the City to withstand the medium-term or long-term risk attendant to alternative debt instruments, including the feasibility of exit strategies.

G. REFUNDING GUIDELINES

The Administrative Services Director shall monitor all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings or to refinance a bullet payment or spike in debt service. Except for instances in which a bullet payment or spike in debt service is being refinanced, absent a compelling reason or financial benefit to the City, any refinancing should not result in an increase to the weighted average life of the refinanced debt.

Except for instances in which a bullet payment or spike in debt service is being refinanced, the City will generally seek to achieve debt service savings which, on a net present value basis, are at least 3% of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future. Refundings which produce a net present value savings of less than 3% will be considered on a case-by-case basis. Notwithstanding the foregoing, a refunding of Successor Agency bonds shall be determined based on the requirements of Health and Safety Code Section 34177.5.

H. MARKET COMMUNICATION, ADMINISTRATION, AND REPORTING

- 1. Rating Agency Relations and Annual or Ongoing Surveillance** – The Administrative Services Director shall be responsible for maintaining the City's relationships with S&P Global Ratings, Fitch Ratings and Moody's Investors Service. These agencies' rating criteria often change and the City cannot control the decisions made by any rating agency. However, for each debt issue that the City will seek a rating assignment, the City will strive to obtain and maintain the highest possible underlying, uninsured rating. In addition to general communication, the Administrative Services Director shall:
 - a) Ensure the rating agencies are provided updated financial statements of the City as they become publically available.
 - b) Communicate with credit analysts at each agency as may be requested by the agencies.
 - c) Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.
- 2. Council Communication** – The Administrative Services Director should report feedback from rating agencies, when and if available, regarding the City's financial strengths and weaknesses and areas of concern relating to weaknesses as they pertain to maintaining the City's existing credit ratings.
- 3. Continuing Disclosure Compliance** – The City shall remain in compliance with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, by filing (to the extent required by the applicable continuing disclosure undertaking) its annual financial statements and other

financial and operating data for the benefit of its bondholders within 270 days of the close of the fiscal year, or by such other annual deadline required in any continuing disclosure agreement or certificate for any debt issue. The City shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly.

4. **Debt Issue Record-Keeping** – A copy of all debt-related records shall be retained at the City’s offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

Such records shall be retained while any bonds of an issue are outstanding and during the three-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the three year period following the final maturity or redemption date of the latest refunding bond issue.

5. **Arbitrage Rebate** – The use of bond proceeds and their investments must be monitored to ensure compliance with all arbitrage rebate requirements of the Internal Revenue Code and related Internal Revenue Service regulations, in keeping with the covenants of the City and/or related entity in the tax certificate for any federally tax-exempt financing. The Administrative Services Director shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

I. CREDIT RATINGS

The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

J. SB 1029 COMPLIANCE

Senate Bill 1029, signed by Governor Brown on September 12, 2016, and enacted as Chapter 307, Statutes of 2016, requires issuers to adopt debt policies addressing each of the five items below:

- i. *The purposes for which the debt proceeds may be used.*

Section C.2 (Acceptable Uses of Debt and Proceeds of Debt) and Section C.3 (Prohibited Use of Debt and Proceeds of Debt) address the purposes for which debt proceeds may be used.

- ii. *The types of debt that may be issued.*

Section C.3 (Short-Term Debt), Section D (Types of Financing Instruments; Affordable and Planning Policies), Section E (Structure of Debt) and Section F (Use of Alternative Debt Instruments) are among the provisions that provide information regarding the types of debt that may be issued.

- iii. *The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.*

Section C.1 (Acceptable Conditions for the Use of Debt) provides information regarding the relationship between the City's debt and Capital Improvement Program.

- iv. *Policy goals related to the issuer's planning goals and objectives.*

As described in Section B (BACKGROUND), Section D (TYPES OF FINANCING; AFFORDABILITY AND PLANNING POLICIES) and other sections, this Policy has been adopted to assist with the City's goal of maintaining fiscal sustainability and financial prudence.

- v. *The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.*

Section 4 (Internal Control Procedures Concerning Use of Proceeds of Debt) provides information regarding the City's internal control procedures designed to ensure that the proceeds of its debt issues are spent as intended.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Elevator Change Order Options for the Brea Superblock I Parking Structure Project, CIP 7903

RECOMMENDATION

1. Receive and file a presentation by staff on Elevator Options;
2. Select a Preferred Elevator Option with a "Not to Exceed" Cost; and
3. Authorize the City Engineer to negotiate and execute a Contract Change Order with McCarthy for the Preferred Elevator Option with a "Not to Exceed" Cost

BACKGROUND/DISCUSSION

The Brea Superblock I Parking Structure Project, CIP 7903 ("Project") was initiated in 2011. The original concept and goal for this Project was to construct a four-level parking structure (one ground level, three elevated floors) on the City owned South Orange Street/Birch Street surface parking lot that provided approximately 470 parking stalls (300 stall increase) with dedicated office spaces/store frontage along the north side (Birch Street). The west side was envisioned as a 32-foot alley passageway with the main entrance and exit from Brea Blvd. Additionally, the west side area would be the main pedestrian thoroughfare with access to and from the structure via stairs and a central elevator with back glass cab and an exterior west facing elevator shaft wall with glazing. The secondary vehicle entrance/exit was planned from South Orange Ave.

In April 2012, a Request for Prequalification ("RFQ") of Bidders was sent out to six (6) design-build entities. Staff reviewed the submitted prequalification documents from the six (6) bidders, but did not pursue the next step of issuance of a Request for Proposals ("RFP") and the Project was placed on hold. In early 2015, staff re-initiated the Project and looked into several options. In April 2015, City Council directed staff to confirm costs and schedules of the proposed parking structure design concepts, provide funding options, and look into other design concepts inclusive of mixed-use. In May 2015, staff with design consultant obtained a quote from Bomel for a Parking only design concept in the amount of \$9,975,532. The total Project cost at this time was estimated at \$12.6 million, which included a \$10 million design-build contract plus \$1 million contingency (10%) and \$1.6 million for construction inspection, material testing, and administration costs ("construction engineering"). The quote contained a price to install a glass cab elevator of \$170,000. The elevator shaft costs were separated out into the various items such as masonry, steel reinforcement, exterior glazing, stucco, and paint.

In June 2015, staff presented two parking structure options with costs and schedules as well as two added design concepts related to housing proposals from Jamboree Housing and Bear

Development. Soon thereafter, in August 2015, City Council directed staff to pursue the Parking Structure Only option and initiate a RFQ package. In September 2015, City Council approved funding in the amount for a \$10.5 million Project; an approximate \$9 million design-build contract estimate with \$1.5 million for 40% design, contingency, and construction engineering. In October 2015, staff received five (5) RFQ's, and after review, narrowed the list to three (3) qualified bidders: McCarthy, Swinerton, and Bomel. In November 2015, staff solicited these three qualified bidders through a RFP and, in January 2016, staff received three proposals in the amount of \$8.92 million, \$8.95, and \$9.39 million respectively.

The November 2015 RFP documents specified various elements that continued the 2011 design goals such as number of stalls, number of levels, access points, etc. However, there were several updates to the 2011 specifications and design with the intent to stay within a \$9 million design-built contract. One such design update was related to the central elevator, which was modified to a non-glass cab with a masonry only elevator shaft (no exterior glazing). Furthermore, as part of the proposed pedestrian bridge alternative bid item, a second non-glass elevator was added at the north-west location (Birch Street). Other nonstructural/architectural, landscape and hardscape features were also minimized to stay within a \$ 9 million design-build contract.

As part of their proposals, each bidder provided individual item lump sum costs within a proposal schedule as provided in the RFP that identified various item costs such as: excavation/grading, concrete and formwork, masonry, and elevators/glass and glazing. The proposed costs from each of the three bidders for the elevators were \$258,000, \$260,600, and \$259,000 respectively. Although the bid schedule title for the elevators shows glass/glazing, Section I.F of the RFP, Outline Specifications states "Elevators are not to have glass openings." Therefore, the schedule proposed prices mentioned previously covered only the specified non-glass elevator costs. Furthermore, the RFP scope did not include exterior glazing for the elevator shaft wall, which is designed as a Cement Masonry Unit ("CMU") Wall system.

In April 2017, the subjects of Project schedule, architectural features, and the elevators was discussed at the regular monthly Brea Downtown Owners Association and McCarthy coordination meeting. At this meeting, it was mentioned that the original design concept depicted a glass elevator at the west alley area adjacent to the paseo between Lilly Q's BBQ and Tower Records and that the approved design plans did not. Soon thereafter, staff looked into the matter further and requested McCarthy to provide a quote to modify the two elevators with a glass back wall cab and back elevator shaft wall with glaze openings in the CMU. McCarthy's estimated price for this change was \$173,695 for two and \$95,233 for one (See Exhibit A). The cost for the elevator located at the west alley (Elevator #1) was more than the Birch Street elevator (Elevator #2) due to the extra height of the system. Additionally, this price assumed that the CMU elevator shaft wall system could accommodate the glass openings.

At the May 2, 2017 City Council Study Session, staff presented a brief history of the Project and the topic of the elevators with the proposed quote from McCarthy. During this presentation, staff discussed the original concept design, which included a glass elevator at the west alley location, and potential safety concerns with elevators. Staff did consult with the Police Department ("PD") regarding safety concerns with elevators, which provided no recent history of reported incidents at the two existing downtown parking structure elevators. However, the general consensus of PD is that the glass elevators provide a safer visual environment versus no glass. Additionally, at this meeting, staff discussed the concern from McCarthy's structural engineer that the redesign of the back CMU wall with glaze openings might not work and that a steel or

concrete frame system might be required, which would increase the cost. Thereafter, City Council directed staff to work with McCarthy's structural engineer to determine if the initial quote was valid with the CMU design, or if a new design would be required and to report back.

On May, 16, 2017, staff reported back to the City Council during Study Session and presented the finding from McCarthy's structural engineer. The conclusion from the structural engineer was that the elevator shaft would need to be designed as a steel frame with ply and plaster in order to accommodate a 5 foot by 43-45 foot full framed glass opening at the exterior elevator shaft wall. Additionally, McCarthy provided an updated quote for this design, inclusive of the two elevators with back wall glass cab, of \$572,446 (See Exhibit B). The quote from McCarthy is separated out into two components for both elevator locations; 1) deductions and additions of work items (i.e. added glazing, deducting for CMU, added steel frame, etc.) in the amount of a net Contract Price increase of \$401,186, and 2) General Conditions costs related to extending the project schedule by 76 days in the amount of \$171,260 (\$2,100/day). From this meeting, City Council directed staff to further evaluate the updated quote from McCarthy, look into other elevator options, and to come back to the City Council to report the findings with costs. This staff report provides such findings with the following elevator options and costs for City Council to consider:

Option 1 - Modify the design of the two (2) elevator locations to accommodate an elevator cab with back wall glass and a steel frame elevator shaft with full glazing on the exterior wall.

- McCarthy's proposed Contract Change Order Price of \$572,446 with 76 calendar days added to the Contract (Exhibit B).

Option 2 - Modify the design of one of the elevators (Elevator #1) to accommodate an elevator cab with back wall glass and a steel frame elevator shaft with full glazing on the exterior wall. Retain the existing design of Elevator #2 location with no change.

- McCarthy's Proposed Change Order Price of \$402,214 with 76 calendar days added to the Contract (Exhibit C).

Staff also evaluated a third option, which would provide the same change to Elevator #1 as Option 2, but with the elimination of Elevator #2. This option would provide a significant Contract deduction, which would reduce the overall change order cost. However, this would provide only one elevator for the parking structure. McCarthy did not provide a quote for this option, however, staff estimates this cost reduction to the Contract Price could be in the range of \$125,000 to \$200,000.

Pursuant to City Council direction staff completed an evaluation of the two McCarthy's proposed change costs and has determined that most of the additions and deductions appear to be within a reasonable probable cost range. However, there could be further cost reductions realized within the proposed General Conditions component pursuant to revisions to McCarthy's proposed sequencing and schedule logic.

Based on the findings herein, staff is seeking City Council's direction with respect to the selection of a preferred option for a "not to exceed" price. Additionally, staff is requesting City Council consider authorizing the City Engineer to negotiate and execute a Contract Change Order with McCarthy for the preferred option at a "not to exceed" price.

FISCAL IMPACT/SUMMARY

On April 19, 2016, the City Council approved Resolution 2016-021 appropriating an additional \$10.4 million to the Project for a total budget of \$10.5 million. \$10.3 million was programmed for the Design-Build work with \$203,000 for the 40% RFP development. The Project was further programmed in the 2016-2017 Capital Improvement Program budget with \$203,000 (Fund 182), \$5,063,000 (Fund 140) and \$5,237,000 (Fund 517 - Bonds). The following table provides the most recent costs incurred on this Project up to April 2017 (not including the design costs associated with the development of the November 2015 RFP documents), as well as encumbered costs within the approved Design-Build Contract and Purchase Orders:

Cost Item	Estimated Costs	Expenses Paid To Date	Approved Contract Changes	Pending Contract Changes	Remaining Balances
Design-Build Contract	\$ 8,927,383	\$ 2,301,450	\$ -	\$ -	\$ 6,625,933
Contingency (6%)	<u>535,643</u>	<u>0</u>	<u>52,270</u>	<u>4,000</u>	<u>479,373</u>
Total	9,463,026	\$ 2,301,450	52,270	4,000	7,105,306
Construction Engineering	565,000	169,401	-	-	395,599
Contingency (10%)	<u>56,500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>56,500</u>
Totals	10,084,526	2,470,802	52,270	4,000	7,557,405
Approved Budget	10,272,628				
Remaining Budget (1)	188,102				

Note (1) - Based on the Design-Build Contract amount, pending and approved Contract Change Orders to date, and remaining contingency, there is approximately \$188,102 remaining in the budget that has not been encumbered or expended. Therefore, there is a total available unencumbered amount of \$723,975 (\$479,373 plus \$56,500 plus \$188,102) using the remaining contingency amounts and remaining budget amount identified in the table.

The Project is currently in construction and is now in the vertical phases of the parking structure with the construction of the concrete columns and concrete slabs. The approved design depicts two (2) elevators without glass back cab wall enclosed within a CMU wall system with no exterior glass facade. The original concept design depicted one glass elevator with an exterior glass facade centrally located along the west alley adjacent to the paseo between Lilly Q's BBQ and Tower Records. McCarthy's schedule depicts the milestone to initiate the ordering of the current elevator design fabrication as June 7, 2017. City Council directed staff to evaluate the options to modify the approved elevator design to a glass back cab and back wall glass facade. Staff worked with McCarthy to developed two main proposed change options with a third for City Council to consider as; 1 - Two Glass Back Cab Elevator/Steel Frame back Glass Elevator Shaft (\$572,446), 2 - One Glass Back Cab Elevator/Steel Frame back Glass Elevator Shaft and One As Designed (\$402,214), and 3 - One Glass Back Cab Elevator/Steel Frame back Glass Elevator Shaft, Eliminate one Elevator (McCarthy to provide cost), staff estimated \$125,000 to \$200,000 Contract Deduct for eliminating the one elevator. Staff seeks City Council's direction on the

preferred option with a "not to exceed" price. Staff also requests City Council consider authorizing the City Engineer to negotiate and execute a Contract Change Order with McCarthy for the preferred option with a "not to exceed" price.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Steve Kooyman, P.E., City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Exhibit A

Exhibit B

Exhibit C

Glass Back Elevator Costs ROM

Glazing RO @ Shaft	5' X 43'	215 SF
Glazing Cost	\$125/SF	\$ 26,875.00
Masonry Deduct	\$20/SF	\$ (4,300.00)
Rebar Cost	\$4K/EA	\$ 4,000.00
Misc. Metals Cost	\$25K/EA	\$ 25,000.00
Elevator Costs	\$10K/EA	\$ 10,000.00
Flashing Costs	\$10K/EA	\$ 10,000.00
Re-Design Costs	\$15K/LS	\$ 15,000.00
ELEVATOR #1		\$ 86,575.00
Markups (~10%)		\$ 8,657.50
TOTAL ELEV. #1		\$ 95,232.50
ELEVATOR #2		\$ 71,575.00
Markups (~10%)		\$ 7,157.50
TOTAL ELEV. #2		\$ 78,732.50
TOTAL BOTH ELEVATORS		\$ 173,965.00

Exhibit B

Glass Back Elevator - STEEL SHAFT - ROM		
Glazing RO @ Shaft	5' X 43'	215 SF
Glazing Cost	\$125/SF	\$ 53,750
Masonry Deduct		\$ (95,000)
Rebar Deduct		\$ (5,000)
Steel Shaft Cost		\$ 182,380
Framing & 1/2" to 7/8" Plaster Costs	\$60K/EA	\$ 120,000
Expansion Joint Deduct		\$ (17,000)
Concrete Deck Extensions, Embeds & Curb		\$ 14,000
Elevator Costs	\$16.5K/EA	\$ 33,000
Flashing Costs	\$5K/EA	\$ 10,000
Shaft Painting	\$7.5K/EA	\$ 15,000
Elevator Operator		\$ 19,100
Elev. Pit Remediation	\$4.5K/EA	\$ 9,000
Re-Design Costs		\$ 35,710
	SUBTOTAL	\$ 374,940
	Markups (~7%)	\$ 26,246
	TOTAL BOTH ELEVATORS ROM	\$ 401,186
Glass Back Elevator - Time Extension - ROM		
General Conditions (76 Days)	\$2.1K/DY	\$ 160,056
	Markups (~7%)	\$ 11,204
	TOTAL TIME EXTENSION ROM	\$ 171,260
	GRAND TOTAL GLASS-BACK ELEVATORS ROM	\$ 572,446

QUALIFICATIONS:

- Elevator shaft glazing based on code minimum laminate clear glass.
- Preliminary Fragnet schedule shows elevators starting prior to glazing being installed. This requires coordination & confirmation from the elevator contractor (if not allowed per elevator contractor, may extend schedule delay).
- Temporary weather protection for shaft enclosure not included with ROM.
- Durations for owner direction are provided within the Preliminary Fragnet schedule. Adjustment to those durations will adjust the overall schedule delay.
- Elevator costs are based on 2017 rates. All elevator pricing/rates are subject to change for work performed in 2018.

Glass Back Elevator <u>#2 ONLY</u> - STEEL SHAFT - ROM		
Glazing RO @ Shaft	5' X 45'	225 SF
Glazing Cost	\$135/SF	\$ 30,375
Masonry Deduct		\$ (47,500)
Rebar Deduct		\$ (2,500)
Steel Shaft Cost		\$ 92,620
Framing & 1/2" to 7/8" Plaster Costs	\$60K/EA	\$ 60,000
Expansion Joint Deduct		\$ (7,000)
Concrete Deck Extensions, Embeds & Curb		\$ 7,000
Elevator Costs	\$16.5K/EA	\$ 16,500
2nd Elevator Inspection, 2nd Delivery & Remob Costs		\$ 12,000
Flashing Costs	\$5K/EA	\$ 5,000
Shaft Painting	\$7.5K/EA	\$ 7,500
Elevator Operator		\$ 9,550
Elev. Pit Remediation	\$4.5K/EA	\$ 4,500
Re-Design Costs		\$ 27,800
	SUBTOTAL	\$ 215,845
	Markups (~7%)	\$ 15,109
TOTAL BOTH ELEVATORS ROM		\$ 230,954
Glass Back Elevator - Time Extension - ROM		
General Conditions (76 Days)	\$2.1K/DY	\$ 160,056
	Markups (~7%)	\$ 11,204
TOTAL TIME EXTENSION ROM		\$ 171,260
GRAND TOTAL GLASS-BACK ELEVATORS ROM		\$ 402,214

QUALIFICATIONS:

- Elevator shaft glazing based on code minimum laminate clear glass.

- Note: Due to the limited quantity of glazing for only one elevator shaft, the budgeted unit rate was increased to \$135/SF within this ROM.

- Preliminary Fragnet schedule shows elevators starting prior to glazing being installed. This requires coordination & confirmation from the elevator contractor (if not allowed per elevator contractor, may extend schedule delay).

- Temporary weather protection for shaft enclosure not included with ROM.

- Durations for owner direction are provided within the Preliminary Fragnet schedule. Adjustment to those durations will adjust the overall schedule delay.

- Elevator costs are based on 2017 rates. All elevator pricing/rates are subject to change for work performed in 2018.

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/06/2017

SUBJECT: May 16, 2017 City Council Regular Meeting Minutes - Approve.

Attachments

Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES May 16, 2017

CLOSED SESSION 5:00 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Closed Session to order at 5:00 p.m., all members were present.

Present: Hupp, Parker, Marick, Simonoff, Vargas

1. **Public Comment**
None.

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

2. **Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 and the Brea City Employees' Association (BCEA)** - Mario E. Maldonado, Negotiator

STUDY SESSION 5:15 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Study Session to order at 5:15 p.m., all members were present.

3. **Public Comment**
None.
4. **Clarify Regular Meeting Topics**
Mayor Hupp announced that the Superblock I Parking Structure Elevators Item will be moved to the first item of business and the Proposed Fiscal Year 2017-18 Operating and Seven-Year Capital Improvement Program Budgets will be presented immediately after.

DISCUSSION ITEMS

6. **Superblock I Parking Structure Elevators**

City Engineer Kooyman stated that the contractor specified the elevator structure can only be metal or steel; discussed glass elevator costs, timeframes for fabrication, design, and installation of glass elevators.

Council Member Marick expressed concern with the installation of glass elevators and noted that such an expenditure should be discussed at a General Session meeting.

In response to Council questions, City Engineer Kooyman and Public Works Director Olmos clarified that Line Item 32 of the elevator proposal included information on the elevators and the office space and indicated that there are three (3) options that can be presented to Council, which are: to have two (2) glass elevators, one (1) elevator with glass and one (1) elevator with Concrete Masonry Units (CMU), or only one (1) elevator, which would be glass.

Mayor Hupp directed staff to bring more design and cost information to Council at the next General Session. Council Member Vargas directed staff to provide the first elevator proposal to him.

5. **Proposed Fiscal Year 2017-18 Operating and Seven-Year Capital Improvement Program Budgets**

Assistant City Manager/Community Services Director Emeterio explained the process for creating the budget and recognized staff for their contribution to the completion of the budget.

Administrative Services Director Russell and City Engineer Kooyman presented a PowerPoint that included: FY 2017-18 budget process, work to date, new and different, top priorities, agenda for budget workshop with City Council, economic outlook, sales tax trends, sales tax forecasting, Calpers facts, Calpers active vs. retirees, projected change in PERS costs, general fund revenues, budget assumptions, five year projections with decision packages; CIP budget goals, CIP categories, significant projects completed, significant projects under/going into construction, projects under/going into design, new projects, FY 2017-18 summary of expenditures by fund, and 2017-18 CIP projects with proposed FARP funding.

In response to Council questions, staff noted that the fund balance is adjusted according to the recommended expenditures; indicated that staff is actively researching grant funds for unmanned aerial systems; stated that agreements with Homeland Security and the Federal Bureau of Alcohol, Tobacco, and Firearms (ATF) are in effect; added that the current permitting system is not an integrated software package stating that an electronic plan review software will incur additional costs, discussed that an additional module can be evaluated and considered in the future; clarified that some of the funding from the newgas tax may be for maintenance of roads and some may be assigned for competitive project funding; discussed the widening of Brea Canyon, reclaimed water projects, and interchangeable message signs; and stated that the money allocated in PERS accounts and its' earned interest are available to pay pension costs, which Council can consider as a future option.

REPORTS

7. **Council Member Report**

Council Member Marick reported that she attended the OC Library Advisory Board meeting and has joined several of their committees.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the meeting to order at 7:01 p.m., all members were present.

8. Pledge of Allegiance

Brea Girl Scout Troop 2628 led the Pledge of Allegiance.

9. Invocation

Pastor Daniel Mendoza, Celebration Worship Center, delivered the invocation.

10. Proclamation

Mayor Hupp proclaimed May 2017 as Older Americans Month in the City of Brea and presented a proclamation to Jim Sims and the Senior Center Leadership Council.

11. Brea Envisions Committee Update

Sean Thomas provided the Brea Envisions Committee Update.

12. Centennial Committee Update

Holli Kittleson and Choha Kim provided the Centennial Committee Update.

13. Report - Prior Study Session

City Manager Gallardo provided the Prior Study Session report.

14. Community Announcements

Council Member Vargas announced that "You're my Superhero!" Brea's next father-daughter dance, is on Friday, June 16. Superhero tickets are now on sale and sell out quickly. The event is at the Brea Community Center from 6:30 until 9:00 p.m. and includes dinner. Buy your tickets at the front counter. He also announced that there's always something entertaining at the Curtis Theatre. An Evening of Latin Jazz featuring Cuba L.A., welcomes Summer Saturday, June 10 at 8:00 p.m. The evening begins at 7 p.m. with a reception on the Arts Plaza at the Brea Civic & Cultural Center. A limited number of tickets are still available to this almost sold-out concert. Lastly, he announced that for all of Brea's future stars, registration is open for Brea's Family Theatre's Production of "Disney's The Little Mermaid" presented by Stagelight Productions and the City of Brea, which is being staged this July. Please visit CurtisTheatre.com for more information on both of these events.

Mayor Pro Tem Parker announced that, along with agencies across the nation, the Brea Police Department is recognizing National Police Week, May 14-May 20. He also announced that on May 15, Police Chief Jack Conklin presided over a ceremony marking the National Peace Officers Memorial Day. The ceremony honored all law enforcement officers who have lost their lives in the line of duty. In particular, the Brea Police Department honored Officer Danny Valenzuela and Detective Terry Finch, who died serving the Brea Community over 20 years ago. Five (5) of our officers attended the California State Police Officer Memorial Remembrance Ceremonies held earlier this month in Sacramento.

15. Matters from the Audience

Jeff Lourterneau expressed concern about City Treasurer Rios.

Sean Thomas stated that he encouraged youth to attend and participate in Council meetings, thanked the City of Brea's leadership, and suggested that improvements to the Brea Skate Park would benefit the community's youth.

Keith Fullington expressed concern about residents scolding each other.

Heidi Gallegos thanked Council for acknowledging Brea businesses, shared updates on the Brea Chamber of Commerce, and invited everyone to the State of the City at the Embassy Suites Hotel on June 29th and the "Taste of Brea" event on May 25th.

16. Response to Public Inquiries - Mayor / City Manager

Assistant City Manager/Community Services Director Emeterio provided an update on the Brea Skate Park improvements.

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

17. City of Brea Sewer System Management Plan 2016

City Engineer Kooyman presented a PowerPoint that included the 2016 sewer system management plan history, goals, elements, capacity evaluation, capital improvement, sewer maintenance organization, update and revisions, and recommendations.

Mayor Hupp opened the public hearing.

Hearing no testimony, Mayor Hupp closed the public hearing.

Motion was made by Mayor Pro Tem Parker, seconded by Council Member Vargas to Adopt **Resolution No. 2017-032** Approving the City of Brea 2016 Sewer System Management Plan.

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

Passed

18. Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts (LLMDs) #1, 2, 3, 4, 5, 6 and 7 for Fiscal Year (FY) 2017-2018

Maintenance Services Superintendent Bowlus provided background information on the Assessments for Landscape and Lighting Maintenance Districts (LLMDs) #1, 2, 3, 4, 5, 6 and 7 for Fiscal Year (FY) 2017-2018.

Mayor Hupp opened the public hearing.

Hearing no testimony, Mayor Hupp closed the public hearing.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Adopt **Resolution Nos. 2017-033 through 2017-039**, Levying Assessments for Fiscal Year 2017-2018 after Receiving Testimony at the Public Hearing on May 16, 2017.

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

Passed

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

19. Senior Mobility Program Vehicle Purchase

Community Services Specialist Gormsen and Community Services Coordinator Sheldon presented a PowerPoint that included the background of the Senior Mobility Program, purchase information, and fiscal impact of the program.

Motion was made by Council Member Simonoff, seconded by Council Member Marick to Approve the Purchase of a Federally Funded Senior Mobility Program Vehicle to Expand Senior Transportation Services.

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

Passed

20. Water Rates Effective July 1, 2017

Received and Filed.

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

CITY COUNCIL - CONSENT

- 21. May 1, 2017 City Council Special Meeting Minutes**
The City Council Approved the May 1, 2017 City Council Special Meeting Minutes.
- 22. May 2, 2017 City Council Regular Meeting Minutes**
The City Council Approved the May 2, 2017 City Council Regular Meeting Minutes.
- 23. Amendment No. 1 to Professional Services Agreement (PSA) with Stantec in the Additional Amount of \$8,950**
The City Council Approved Amendment No. 1 to PSA for an Acoustical Study and Additional Design Services for the Brea Skate Park, Project 7911, in the Additional Amount of \$8,950.
- 24. Maintenance Agreement for Asphalt Maintenance & Repairs throughout the City**
The City Council Awarded the Annual Asphalt Maintenance and Repair Program contract to Ben's Asphalt, Inc.
- 25. March Outgoing Payment Log and May 5 and 12, 2017 City Check Registers**
Received and Filed.

Motion was made by Council Member Vargas, seconded by Mayor Pro Tem Parker to Approve Consent Calendar Items 21-25.

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

ADMINISTRATIVE ANNOUNCEMENTS

- 26. City Manager**
None.
- 27. City Attorney**
None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Hupp adjourned the General Session at 8:09 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 6th day of June 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: 06/06/2017

SUBJECT: Approval of the Fiscal Year 2017-18 Property Tax Rate to Fund the City Paramedic Program

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

At the March 7, 1978, general municipal election, the qualified electors of the City authorized the City, by and through the City Council, to levy an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed \$0.20 per \$100 of assessed value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in a revised paramedic tax levy of \$0.045 per \$100 of Full Taxable Value. It did not, however, change the actual amount of taxes paid by the property owner.

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The rate of \$0.045 is the maximum that can be levied, regardless of program costs, without a voter-approved increase. The passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978. Prior to the beginning of each fiscal year, the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. The adoption of the proposed resolution enables the Orange County Auditor-Controller to apply the rate of taxation to the City of Brea's property tax rolls, and ultimately enables the City to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of \$200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained constant over the past 37 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased. Today, the estimated annual cost of the program is \$5,512,756. The portion of that cost related to new development in Community Facilities Districts (CFDs) is \$194,772 and is paid for from the CFD special taxes. The remainder of the cost, \$5,317,984 is funded by the City's General Fund.

Estimated revenue to the General Fund from the paramedic tax is \$3,592,000 which will cover approximately 67.5% of program costs.

About the Paramedic Program

A "Paramedic Engine Company" is considered the most efficient method of Emergency Medical Service (EMS) delivery, and is currently the most common staffing configuration in operation locally and regionally. This configuration provides for Advanced Life Support capability within its fire fighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department currently carries a complement of 21 certified paramedics. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level.

Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined. Paramedic staff all receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden infant death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED (cardiac defibrillation) program, which is in service on all responding Brea units.

See next page.

Paramedic Response History

Calendar Year	2012	2013	2014	2015	2016
Total Emergency Medical Calls (Patient Intervention Required)	2,681	2,863	3,095(2)	3,188	3,382
Total Calls for Service from Fire Dept. (Including false alarm responses)	4,247	3,663	4,158(2)	4,370	5,446
Percent of Total ⁽¹⁾	63.1%	78.2%	74.4%	73.0%	62.1%
(1)The percentages listed in the table reflect EMS calls where a patient actually received treatment. The paramedic unit responds to a number of calls for emergency medical services that are not reflected in the Total Emergency Medical Calls listed above. These are calls where the paramedic engine was requested to respond, but the injuries evaluated upon arrival did not require medical intervention by the unit.					
(2)Values were adjusted to the Metro Cities Fire Authority 2014 Annual Communications Center Report.					

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this staff report at its regular meeting held on May 30, 2017, and recommended the resolution be forwarded to Council for approval.

FISCAL IMPACT/SUMMARY

The requirements of staying current with changing technology ultimately affect the cost of paramedic service and will continue to do so as the costs of training and equipment increase. The Paramedic Program budget for Fiscal Year 2017-18 includes personnel costs for 21 full-time paramedics and related costs to operate the program. For a homeowner with a dwelling assessed at \$500,000, the tax rate of \$0.045 per \$100 valuation will result in an annual charge of \$225.

The paramedic tax revenues are included in the General Fund budget. It is estimated the paramedic tax rate of \$0.045 per \$100 of Full Taxable Value will generate \$3,592,000 in General Fund revenues in Fiscal Year 2017-18. The revenue collected will cover approximately 67.5% of the \$5,317,984 of estimated program costs, resulting in a shortfall of \$1,725,984.00 funded by the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Cindy Russell, Administrative Services Director, Wolfgang Knabe, Fire Chief

Attachments

Resolution 2017-047

RESOLUTION NO. 2017-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF BREA FOR THE FISCAL YEAR 2017-18 NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE COUNTY AUDITOR-CONTROLLER

A. RECITALS:

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed \$0.20 per \$100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in \$0.045 per \$100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2016-17.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately \$5,512,756 during the Fiscal Year 2017-18 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2017-18 based on the tax levy of \$0.045 per \$100 of Full Taxable Value of the property within the City of Brea, exclusive of the valuation within the Brea Community Redevelopment Project areas has been estimated

to be \$3,592,000.

- (v) All legal prerequisites of the adoption of this resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A of this Resolution.
2. There is hereby fixed and levied that the total rate of taxation of \$0.045 per \$100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2017-18 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.
3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 1, 2017.

APPROVED AND ADOPTED on this 6th day of June, 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 adopted at a regular meeting of the City Council of the City of Brea, held on the 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: June 6, 2017

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 06/06/2017
SUBJECT: Brea Community Center Landscape Improvements, CIP #7936.

RECOMMENDATION

1. Receive bids,
2. Award Contract to Clean Cut Landscape in the amount of \$184,017.00, and
3. Authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract price.

BACKGROUND/DISCUSSION

Brea Community Center landscape improvements, Project 7936, was approved for construction as part of this year's Capital Improvement Program (CIP) budget. This part of 7936 is located along Madison Avenue south of the Brea Community Center. This project will remove turf and existing plant material, retro-fit existing irrigation systems, install low water use plant material and mulch.

On April 18, 2017, Council approved the plans and specifications and authorized staff to advertised and receive bids for construction. On May 18, 2017, five bids were received with the following results:

1.	Clean Cut Landscape	\$184,017.00
2.	Kasa Construction	\$227,832.40
3.	Pub Construction Inc.	\$235,441.50
4.	Yakar	\$245,970.00
5.	Aramexx Construction	\$249,928.50
	<i>Engineer's Estimate</i>	\$211,000.00

The lowest responsible bidder was Clean Cut Landscape of Clovis in the amount of \$184,017.00. The company has a valid contractor's license and received excellent reference checks. They successfully completed median landscape improvement projects on State College Boulevard and Brea Boulevard here in the City. Their projects were completed satisfactorily and in a timely manner.

If awarded, the project would commence as soon as possible.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed by the Finance Committee at their meeting on May 30, 2017 and recommended to proceed.

FISCAL IMPACT/SUMMARY

Funding is available in the CIP budget and the total cost of \$184,017.00 will be offset by a \$25,000 Turf Removal Rebate from Metropolitan Water District.

Project 7936 will remove the existing turf on the slope bordering Madison Avenue installing low water use plant material and mulch. Staff is requesting that Council award a contract to Clean Cut Landscape in the amount of \$184,017.00 and authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract amount.

There are Sufficient Funds in the CIP Budget from Fund 420 (Water) and Fund 182 (FARP - Fixed Asset Replacement Fund).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, Director of Public Works

Attachments

Proposal - Clean Cut
Agreement

SECTION C

PROPOSAL

for the

LANDSCAPE IMPROVEMENTS AT THE BREA COMMUNITY CENTER CIP - #7936

in the

CITY OF BREA

TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. **Work will commence when the NOTICE TO PROCEED is issued.**

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

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

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

Accompanying this proposal of bid, find B-A Bond in the amount of \$ 10/0 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
		N/A

BID FORM
LANDSCAPE IMPROVEMENTS AT THE BREA COMMUNITY CENTER
CIP #7936

Bidder: CLEAN CUT LANDSCAPE INC.

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max.)	1 LS		47,200 $\frac{\$}{100}$
2.	Clearing & Grubbing	1 LS		19,000 $\frac{\$}{100}$
3.	Irrigation Systems	1 LS		46,500 $\frac{\$}{100}$
4.	Plant Material	1 LS		93,212 $\frac{\$}{100}$
5.	Mulch	1LS		8,132 $\frac{\$}{100}$
6.	Fine Grading/Soil Prep.	29,870 SF		7843 $\frac{\$}{100}$
7.	45 Day Landscape Maintenance	29,870 SF		2,130 $\frac{\$}{100}$

Total: Bid in Figures: \$	194,017 $\frac{\$}{100}$
Total: Bid in Words:	One hundred ninety four thousand sixteen dollars $\frac{\$}{100}$ —————

1. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders. LC (Bidder Initial)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[illegible]

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**


State of California

ss.

County of Orange

Karry Wendel
President, being first duly sworn, deposes and says that he ~~or she~~ is of Clean Cut Landscape, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Clean Cut Landscape Incorporated
Name of Bidder


Signature of Bidder

8406 N. Armstrong Ave., Clovis, CA
Address of Bidder
93619

Subscribed and sworn to before me this 17th day of MAY, 2017.

NOTARY PUBLIC  (see attached certificate)
NOTARY SEAL

CALIFORNIA NOTARY JURAT

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 FRESNO } ss.

Subscribed and sworn to (or affirmed) before me on this 17th day of May, 2017,
by Karry Wendel, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.



(seal)

Mai Lee Vang
Signature of Notary Public

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed _____ IKU~

Title _____ President

Firm _____ CLEAN CUT LANDSCAPE

Date _____ 5/17/2017

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **LANDSCAPE IMPROVEMENTS AT THE BREA COMMUNITY CENTER**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

CLEAN WT LANDSCAPE INC
Contractor

IKW
By

President
Title

Date: 5/17/2017

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes

 No

If the answer is yes, explain the circumstances in the space provided.

A blue line segment is drawn on a sheet of white paper with horizontal blue lines. The line starts at a point on one of the lines and extends downwards and to the right, ending on the line immediately below it.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

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

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

CLEAN WT LANDSCAPE INC.
Contractor

KW
By

PRESIDENT
Title

Date: 5/17/2017

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

CLEAN CUT LANDSCAPE INC.
Bidder Name

8406 N. ARMSTRONG
Business Address

CLOVIS CA 93619
City, State Zip

(559) 322-2041
Telephone Number

#722882
State Contractor's License No. and Class

1000039643
DIR Registration Number

5/17/1996
Original Date Issued (Contractor's State License)

7/31/2018
Expiration Date

The work site was inspected by Saul Rodriguez of our office on MAY 17th, 2017

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

<u>Kerry W. Wadel</u>	

The undersigned is prepared to satisfy the Public Works Director of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

CLEAR CUT LANDSCAPE INC.
Company Name

[Signature]
Signature of Bidder

KARL WEINER
Printed or Typed Signature

Subscribed and sworn to before me this 17 day of MAY, 2017.

NOTARY PUBLIC [Signature] (see attached)
NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. City of Brea 1 Civic Center Drive, Brea CA 92821-5732
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: Bill Guller 1-714-990-7684

\$130,000 LANDSCAPE
Contract Amount Type of Work Date Completed
2. Arroyo Noduri Cal Trans 3347 Michelson Ave Irvine 92612
Name and Address of Public Agency Brea Park

Name and Telephone No. of Project Manager of Public Agency: Arroyo Noduri 1-949-724-2000

970,000 Irrigation, Landscaping, Concrete 4-21-2014
Contract Amount Type of Work Date Completed
3. City of Fontana 8353 Sunnyside Ave Fontana CA 92335
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: Norm Costello 1-909-350-7632

\$986,655.35 Irrigation, Landscaping, Concrete 2/17/2015
Contract Amount Type of Work Date Completed

CALIFORNIA NOTARY JURAT

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 FRESNO } ss.

Subscribed and sworn to (or affirmed) before me on this 17th day of May, 2017,
by Karry Wendel, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.



(seal)

Mai Lee Vang
Signature of Notary Public

Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

33 Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes

 No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number _____ Bankruptcy Court _____ Date Filed _____

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes

 No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number _____ Bankruptcy Court _____ Date Filed _____

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes☐ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes☒ No

If “yes,” explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☒ Yes

☐ No

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

2 % Under \$100,000

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Clean Cut Landscape Inc.

_____ as PRINCIPAL, and
The Guarantee Company of North America USA

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

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent of bid amount 10%. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Brea Community Center Landscape

"For which bids are to be opened in the Conference Training Center of the Civic and Cultural Center of said City at 2 PM on May 18, 2017

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11 day
of May, 20 17.

The Guarantee Company of North America USA

Clean Cut Landscape Inc.

Principal


Surety Bonnie Gonzalez Attorney In Fact

By: 150~

**BID BOND
ACKNOWLEDGMENT OF SURETY**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, __

(insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

Civil Code § 1189

State of California)
) ss
County of Fresno)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

 **LYN GENITO**
Commission # 2094223
Notary Public - California
Fresno County
My Comm. Expires Jan 16, 2019

Lyn Genito, Notary Public



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Steven P. Edwards, Cody Lyman, Lyn Genito, Bonnie Gonzalez
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11 day of May, 2017

Randall Musselman, Secretary

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO } ss.

On May 17, 2017 before me, Mai Lee Vang, Notary Public, personally appeared Karry Wendel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mai Lee Vang
Signature



(seal)

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 201_ ("Effective Date"), by and between **Clean Cut Landscape Inc.**, (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to the Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR, **Clean Cut Landscape Inc.** and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **Brea Community Center Landscape Improvements Project 7936**.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY AND CONTRACTOR hereby agree as follows:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **Brea Community Center Landscape Improvements 7936** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. CONTRACT PRICE AND PAYMENT: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated **May 18, 2017**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

At the written request and expense of CONTRACTOR, securities equivalent to any moneys withheld by the CITY to ensure performance under this Agreement shall be deposited with the CITY, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR. Alternatively, CONTRACTOR may request that the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for securities deposited by CONTRACTOR.

Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this Section. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which CONTRACTOR and the CITY mutually agree in writing. CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If CONTRACTOR elects to receive interest on moneys withheld in retention by the CITY, it shall, at the request of any subcontractor performing more than five percent (5%) of CONTRACTOR's total Proposal, make that option available to the subcontractor regarding any moneys withheld in retention by CONTRACTOR from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

3. CUSTOMER CARE: CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The documents referenced in Section 1, above, the Resolution and Notice Inviting Bids attached hereto, and Instructions to Bidders, and attachments thereto, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Contract is intended to require a complete and finished piece of work, and the CONTRACTOR shall perform all work necessary to properly complete the work and the Project in accordance with all applicable local, State, and federal regulations, laws and statutes, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this written agreement shall control.

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project and all of the work within **30** working days from the date of execution of this Contract ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$500.00** for each working day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the

CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

6. INSURANCE: CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

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

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

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

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

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

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

(4) Other required insurance, endorsement or exclusions as required by the plans and specifications.

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

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

(ii) \$2,000,000 (Two Million Dollars) for property damage;

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

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

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

a. CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code §1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects.

CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

d. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the CITY of the location of the records.

e. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as

all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 ("Claims Against the City) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

9. ANTI-TRUST CLAIMS: In entering into this Agreement, CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR without further action or acknowledgment by the parties.

10. TRENCHING AND EXCAVATIONS: If the Project involves trenching more than four (4) feet deep, CONTRACTOR shall promptly and before the following conditions are disturbed notify the CITY in writing of any: material that CONTRACTOR believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The CITY shall investigate the conditions, and if the CITY finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY shall issue a change order.

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

11. UTILITIES: The CITY acknowledges its responsibilities under Government Code section 4215 concerning existing utilities and that section is incorporated herein by this reference.

12. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are CONTRACTOR's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the CITY. Prior to commencement of work on the Project, CONTRACTOR, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other

entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any Claim(s) and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or CITY as a result of any Claim(s) hereunder, and the CONTRACTOR agrees to indemnify and save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of this Contract, as shall be considered necessary by CITY, may be retained by CITY until CONTRACTOR has satisfied its indemnity obligations under this Section.

14. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the CITY's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and CONTRACTOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony

involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

16. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To CONTRACTOR:
Karry Wendel, President
Clean Cut Landscape Inc.
806 N. Armstrong
Clovis, CA 93619

17. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

18. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

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

20. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date set forth above.

CONTRACTOR _____

State of California
Contractor License No. _____

By: _____

By: _____

Title: _____

Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Public Storm Drain, Water, and Emergency Vehicle Access Easements and Site Maintenance and Restoration Agreement for La Floresta Planning Area 1.

RECOMMENDATION

1. Adopt Resolution of Summarily Vacating An Irrevocable Offer of Dedication of A Public Storm Drain Easement;
2. Accept Dedication of Public Storm Drain, Water, and Emergency Vehicle Access Easements and Authorize City Clerk to record the Easements; and,
3. Approve Site Maintenance and Restoration Agreement and Authorize City Clerk to record the Agreement.

BACKGROUND/DISCUSSION

Final Tract Map 17150 (Final Map) for the La Floresta Development (Development) was approved by the City Council on May 3, 2011. The property is located at the northeast corner of Imperial Highway and Valencia Avenue, formerly known as Unocal Research Center. The Final Map subdivided an approximately 129-acre site into 19 numbered lots and 48 lettered lots as part of Tentative Tract 16934 to implement the Development.

The Subdivider (La Floresta, LLC) had irrevocably offered to dedicate various public easements over the lettered lots on the Final Map. This includes a 25-ft wide easement for public storm drain purposes (Public Storm Drain Easement) over Lot 2 for an existing 24-inch storm drain. The City did not accept the irrevocable offers of dedication as shown on the Owner's Certification at the time of the Final Map acceptance.

Since the approval of the Final Map, the ownership of Lot 2, which is also designated as Planning Area 1, has been transferred to New Home Company Southern California, LLC (Owner/Developer). The Owner/Developer has proposed a new site plan to construct 80 age-qualified residential condominium units. The new site plan was conditionally approved on September 8, 2016. The Owner/Developer was conditioned to construct both public and private improvements. Refer to Exhibit 'A' for the project location.

One of the buildings in the new site plan encroaches into the aforementioned Public Storm Drain Easement. Therefore, the Owner/Developer has been conditioned to dedicate a new 24-ft wide Public Storm Drain Easement (Easement). Furthermore, in an effort to clarify and reaffirm the City's nonacceptance of the irrevocable offer of dedication indicated on the Final Map, staff

with concurrence from the City Attorney, recommends the Public Storm Drain Easement be summarily vacated per Article 3, Section 66477.2 (c) of the Subdivision Map Act. This State of California Government Code Section authorizes the termination and abandonment of the offers of dedication in the same manner as prescribed for the summary vacation of streets by Part 3 (commencing with Section 8300) of Division 9 of the California Streets and Highways Code. Refer to Exhibit "B" for the location of this Public Storm Drain Easement to be vacated.

In addition to the dedication of the new 24-ft wide Easement, a 20-ft wide Public Water Easement and an Emergency Vehicle Access Easement (collectively Easements) with varied width from 20-ft to 24-ft are also conditioned to be dedicated based on the approved new site plan. These Easements are needed for the maintenance and operations of a new 8-inch water line and access during an emergency. Additionally, the Easements cross over Lot B and Lot C of Tract 17150, which are currently owned by La Floresta Maintenance Corporation (HOA). Pursuant to the Conditions of Approval, the Owner/Developer has worked with the HOA and obtained the dedication of these Easements. See Exhibit 'C' for the location of the Easements.

The new site plan is proposing to construct improvements within the above mentioned Easement areas over the City owned storm drain and water lines. These improvements include concrete pavers, concrete curb and gutter, and landscape and irrigation improvements. Therefore, in order to allow these privately maintained improvements over the City owned utility lines, the Owner/Developer has been conditioned to be responsible for the replacement of these private improvements and entered into a Site Maintenance and Restoration Agreement (Agreement) with the City. The Agreement stipulates that the City will be responsible for removing the public improvements in order to maintain or repair the City owned utility lines. For non-asphalt surfaced areas, such as concrete pavers, the City will backfill the trench to the existing finish grades upon the completion of repair. The property owner will then be responsible to replace the site improvements at their expense.

FISCAL IMPACT/SUMMARY

The development fees for this action have been paid, therefore there is no General Fund impact from the recommended action.

The Conditions of Approval for the Planning Area 1 requires the dedication of a 24-ft wide Public Storm Drain Easement, a 20-ft wide Public Water Easement and a 20-ft to 24-ft wide Emergency Vehicle Access Easement. Additionally, in order to clarify and reaffirm City's nonacceptance of the 25-ft wide Storm Drain Easement as dedicated on Final Map 17150, the City will summarily vacate this irrevocable offer of dedication. Therefore, staff is recommending the City Council adopt the Resolution to summarily vacate the current irrevocable offer of dedication of the Public Storm Drain Easement over Lot 2, accept the dedication of a 24-ft wide public storm drain easement over Lot 2 and Lot C, accept a 20-ft wide public water easement over Lot 2 and Lot B, and accept an Emergency Vehicle Access Easement over Lot 2 and Lot B of Final Map 17150. Additionally, staff recommends City Council approve the Site Maintenance and Restoration Agreement for Development Planning Area 1.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Steve Kooyman, P.E. City Engineer

Attachments

Exhibit "A"

Exhibit "B"

Exhibit "C"

Resolution 2017-048

Public Storm Drain Easement - Lot 2

Public Storm Drain Easement - Lot C

Public Water Easement - Lot 2

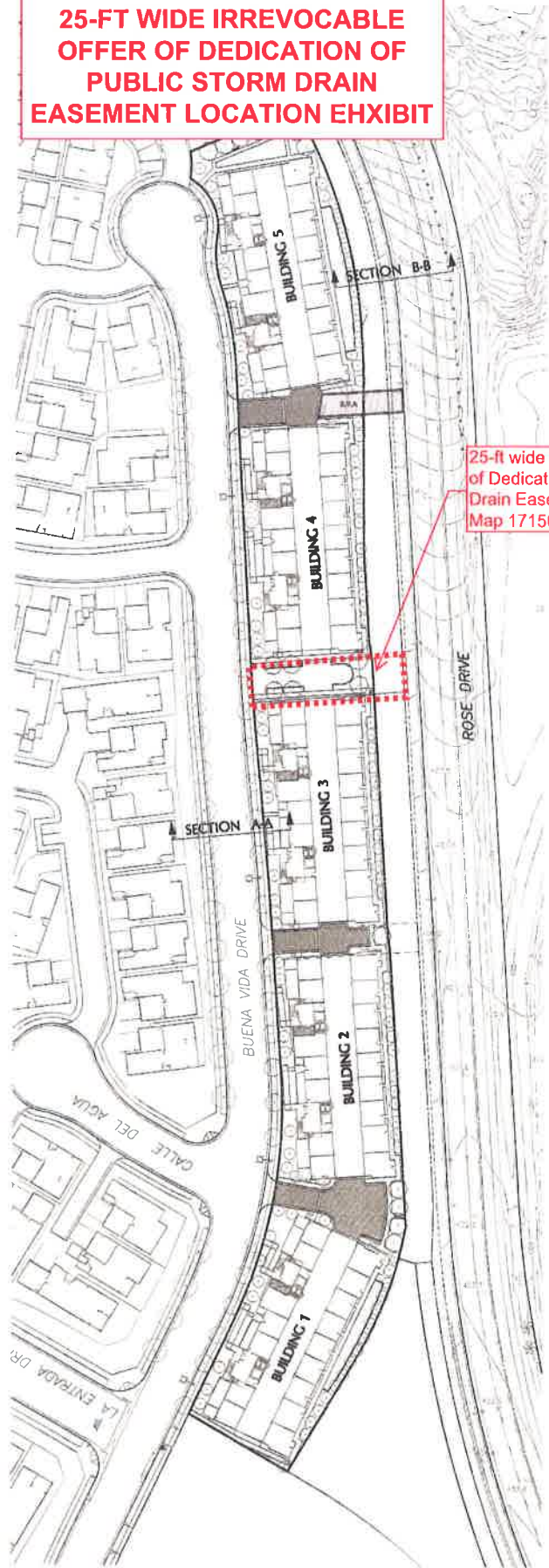
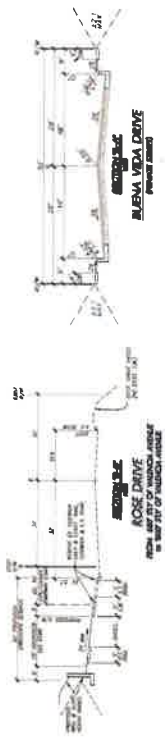
Public Water Easement - Lot B

Emergency Vehicle Access Easement - Lot 2

Emergency Vehicle Access Easement - Lot B

Site Maintenance and Restoration Agreement

EXHIBIT "B" **25-FT WIDE IRREVOCABLE** **OFFER OF DEDICATION OF** **PUBLIC STORM DRAIN** **EASEMENT LOCATION EXHIBIT**

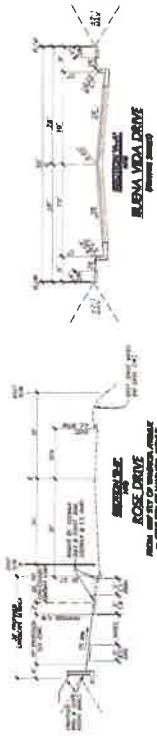


25-ft wide Irrevocable Offer of Dedication of Public Storm Drain Easement per Tract Map 17150.



PA 180 UNITS TECHNICAL SITE PLAN TR. 17151 - LA FLORESTA VILLAGE STREET SECTIONS CITY OF BREJA DEPARTMENT OF DEVELOPMENT SERVICES		PROJECT NO. SHEET NO. 2 OF 8												
PREPARED BY: HUNDAKER & ASSOCIATES ENGINEERS & ARCHITECTS 1000 S. GATEWAY BLVD., SUITE 100 SAN ANTONIO, TEXAS 78205 (214) 520-1000	REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION											APPROVAL DATE: _____ APPROVED BY: _____ TITLE: _____
DATE	DESCRIPTION													
OWNER/DEVELOPER: THE NEW HOME COMPANY 1000 S. GATEWAY BLVD., SUITE 100 SAN ANTONIO, TEXAS 78205 (214) 520-1000	DESIGNER/ENGINEER: GEOTECHNICAL CONSULTANTS, INC. 1000 S. GATEWAY BLVD., SUITE 100 SAN ANTONIO, TEXAS 78205 (214) 520-1000	SEAL: _____ TITLE: _____ EXPIRATION DATE: _____												

EXHIBIT "C" Easement Location Exhibit



GRAPHIC SCALE 1" = 40'

TRANSMITTAL OF THIS PLAN TO THE CITY OF BREA FOR REVIEW AND APPROVAL THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE CITY OF BREA		OWNER/DEVELOPER: THE NEW HOME COMPANY 1450 N. GATEWAY AVENUE ANAHEIM, CA 92805		PREPARED BY: H. BUNAKER & ASSOCIATES 1450 N. GATEWAY AVENUE ANAHEIM, CA 92805		REVISIONS NO. 1 DATE: 10/1/10 BY: H. BUNAKER & ASSOCIATES FOR: THE CITY OF BREA		APPROVAL DATE: _____		PLANNING SCALE: 1" = 40'		PROJECT NO. PA 180 UNITS TECHNICAL SITE PLAN TR 17161 - LA FLORESTA VILLAGE		SHEET NO. 2 OF 8	
CITY OF BREA DEPARTMENT OF DEVELOPMENT SERVICES															

RESOLUTION NO. 2017-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA SUMMARILY VACATING AN IRREVOCABLE OFFER OF DEDICATION OF A PUBLIC STORM DRAIN EASEMENT

A. RECITALS.

i) Section 66477.2 of Division 2 (Subdivision Map Act) of Title 7 of the California Government Code, authorizes the termination and abandoned of the offers of dedication in the same manner as prescribed for the summary vacation of streets by Part 3 (commencing with Section 8300) of Division 9 of the California Streets and Highways Code.

ii) An easement for Public Storm Drain Purposes as shown on Tract Map No. 17150, recorded in the Orange County Recorder's Office on June 21, 2011 as Instrument No. 2011000300540, was irrevocably offered for dedication to the City of Brea as a condition of final map approval for the La Floresta residential development ("Irrevocable Offer to Dedicate", sometimes herein). Said easement is more particularly depicted on the map attached hereto as Exhibit A and B.

iii) Since the recordation of Tract Map No. 17150, a different site plan was approved for Lot 2 pursuant to a letter of approval signed by the City's Planning Department for Precise Development No. 16-02, dated September 8, 2016. A building is to be located within a portion of the original location of the public storm drain easement. Therefore, dedication of a new storm drain easement in a different location is required, and the Irrevocable Offer to Dedicate has been determined by the City Engineer to not be needed.

iv) The conditions of this summary vacation satisfy the requirements of California Streets and Highways Code Section 8333.

B. RESOLUTION.

NOW THEREFORE, the City Council hereby finds, determines, and resolves as follows:

1. All facts and conclusions set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The City Council of the City of Brea hereby summarily vacates the Irrevocable Offer to Dedicate an easement for public storm drain purpose as shown on Tract Map No. 17150, recorded in the Orange County Recorder's Office on June 21, 2011 as Instrument No.

2011000300540, as the same is more particularly depicted on the maps attached hereto as Exhibits A and B, and the same are incorporated by reference herein.

3. The City Clerk shall:

(a) Certify to the adoption of the Resolution;

(b) Cause this Resolution to be recorded in the office of the Recorder of the County of Orange in accordance with the provisions of California Streets and Highway Code Section 8336; and

(c) Within fifteen (15) days of the adoption of this Resolution, give written notice of the vacation to any local agency requesting such notice pursuant to the applicable law.

APPROVED AND ADOPTED this 6th day of June, 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 adopted at a regular meeting of the City Council of the City of Brea, held on the 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE: June 6, 2017

Lillian Harris-Neal, City Clerk

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922


DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for public storm drain pipe and catch basin purposes, an easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibit "A" and "B", attached hereto.

DATED: 3-10-17

The New Home Company Southern California LLC,
a Delaware Limited Liability Corporation



PRESIDENT, SO CAL

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 March 10, 2017 before me Dulce Danielle Barker a Notary Public, personally appeared Andrew J. Jarvis 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 Dulce Danielle Barker

(seal)



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A


A strip of land 24.00 feet wide, in the City of Brea, County of Orange, State of California, being that portion of Parcel 2 of Lot Line Adjustment LL 2016-01 recorded July 29, 2016 as Instrument No. 2016000348971 of Official Records in the office of the County Recorder of said County, the centerline of said strip being described as follows:

Commencing at the northerly terminus of that certain course "N 03°25'29" W 161.68'" shown along the westerly line of said Parcel 2; thence along said westerly line, South 03°52'29" East 49.58 feet to the **True Point of Beginning**; thence North 86°05'10" East 98.14 feet to the easterly line of said Parcel 2 and the terminus of this description.

The sidelines of said strip to terminate easterly in said easterly line of Parcel 2, and terminate westerly in said westerly line of Parcel 2.

Containing 2,355 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 11/18/17



Revised: January 17, 2017
October 11, 2016
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 8928 SD
By: C. Tripi
Checked By: R. Wheeler

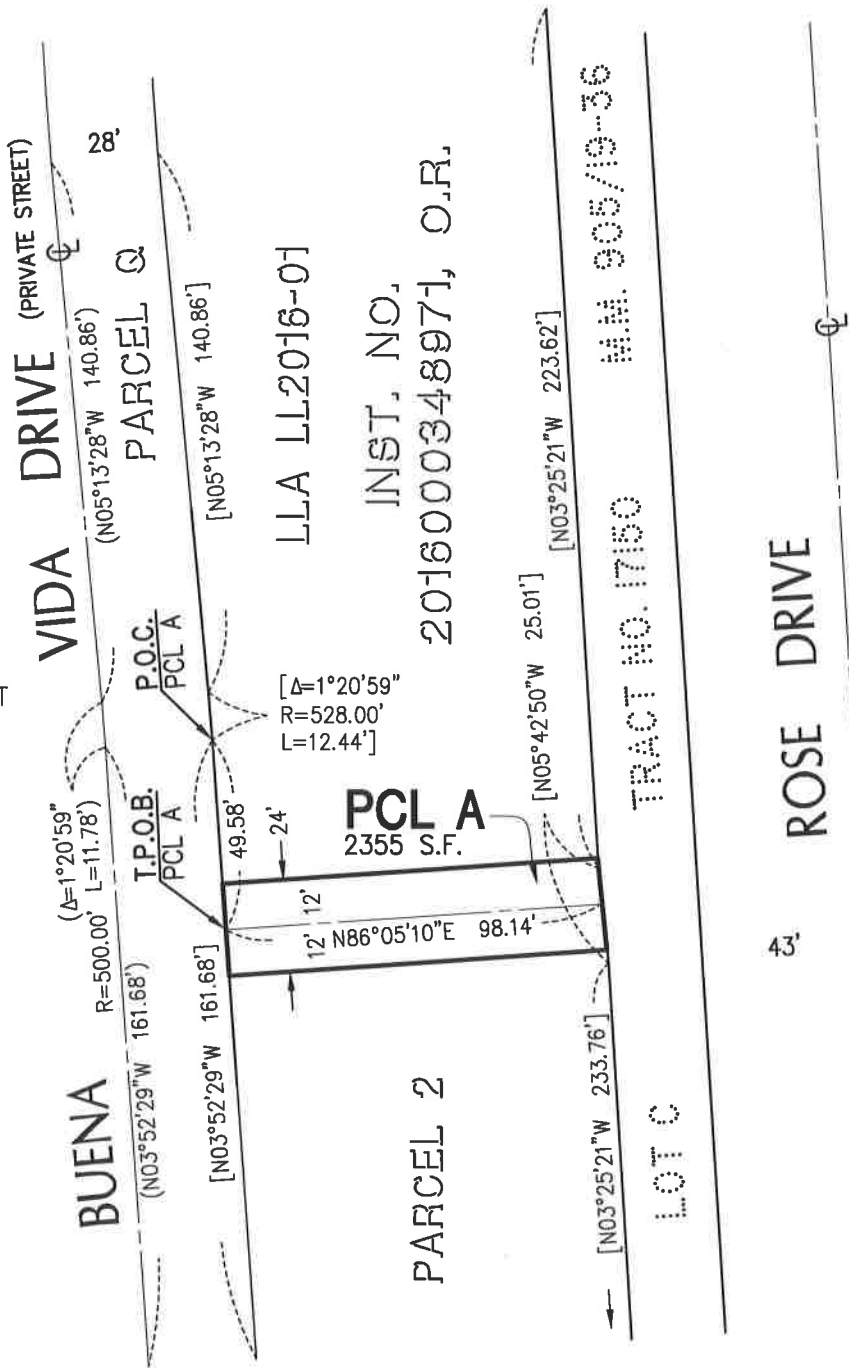
EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND

- () INDICATES RECORD DATA PER TRACT NO. 17150, M.M. 905/19-36.
- [] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT LL 2016-01, INST. NO. 201600034987, O.R.



Charles R. Tripi 1/18/17
CHARLES R. TRIPI, P.L.S. 7299 DATE



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/11/16	REV. DATE: 1/17/17	DWG By: C.TRIPI	CK'd By: R.WHEELER	SCALE: 1" = 50'	W.O. 2749-20A
FILE: I:\Hartley\LA FLORESTA\LD\8928-SD Esmt\SHT01.dwg				H&A LEGAL No. 8928	SHEET 1 OF 1

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for storm drain purposes, a non-exclusive easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibits "A" and "B", attached hereto.

DATED: 4/5/2017

La Floresta Maintenance Corporation,
a California nonprofit mutual benefit corporation

By: Craig A Farris

Its: TREASURER

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 April 5, 2017 before me MARVA C BOGLE a Notary Public, personally appeared CRAIG A FARRIS 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 MARVA C BOGLE

(seal)

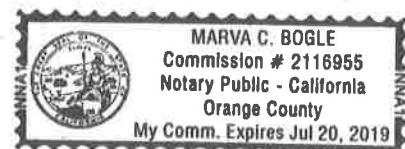


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A


A strip of land 24.00 feet wide, in the City of Brea, County of Orange, State of California, being that portion of Lot C of Tract No. 17150, filed in Book 905, Pages 19 through 36, inclusive of Miscellaneous Maps in the office of the County Recorder of said County, the centerline of said strip being described as follows:

Commencing at the northerly terminus of that certain course "N 03°25'29" W 161.68'" shown along the westerly line of Parcel 2 of Lot Line Adjustment LL 2016-01, recorded July 29, 2016 as Instrument No. 2016000348971 of Official Records of said County; thence along said westerly line, South 03°52'29" East 49.58 feet; thence North 86°05'10" East 98.14 feet to the easterly line of said Parcel 2 and the **True Point of Beginning**; thence continuing North 86°05'10" East 25.12 feet to the easterly line of said Lot C and the terminus of this description.

The sidelines of said strip to terminate easterly in said easterly line of Lot C, and terminate westerly in said westerly line of Parcel 2.

Containing 603 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 1/18/17



January 18, 2017
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 9002 SD
By: C. Tripi
Checked By: R. Wheeler

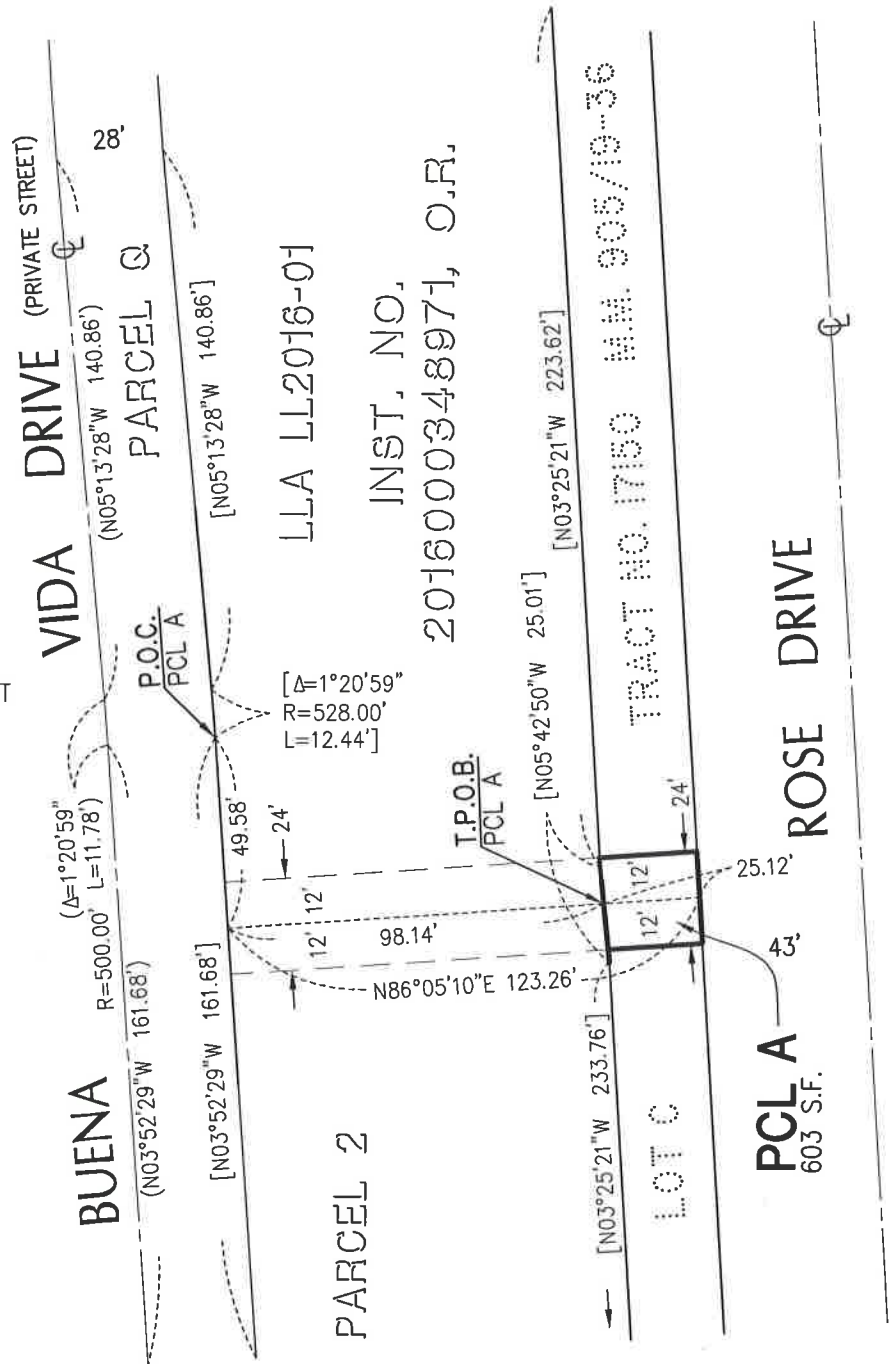
EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND

- () INDICATES RECORD DATA PER TRACT NO. 17150, M.M. 905/19-36.
- [] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT LL 2016-01, INST. NO. 201600034987, O.R.



Charles R. Tripi 1/10/17

CHARLES R. TRIPI, P.L.S. 7299 DATE

H & A HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/11/16	REV. DATE: 1/17/17	DWG By: C.TRIPI	CK'd By: R.WHEELER	SCALE: 1" = 50'	W.O. 2749-20A
FILE: I:\Hartley\LA FLORESTA\LD\9002 Sep 8928\SHT01.dwg				H&A LEGAL No. 9002	SHEET 1 OF 1

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

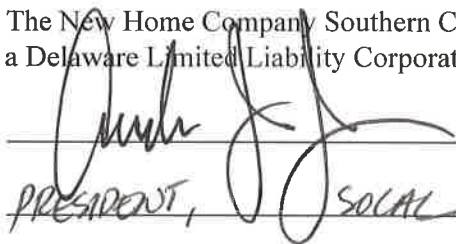
DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for public water line and water appurtenances purposes, an easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibit "A" and "B", attached hereto.

DATED: 3-10-17

The New Home Company Southern California LLC,
a Delaware Limited Liability Corporation


PRESIDENT, SOLCAL

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 March 10, 2017 before me Dulce Danielle Barker a Notary Public, personally appeared Andrew J. Jarvis 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

Dulce Danielle Barker

(seal)



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A


A strip of land 20.00 feet wide, in the City of Brea, County of Orange, State of California, being a portion of Parcel 2 of Lot Line Adjustment LL 2016-01 recorded July 29, 2016 as Instrument No. 2016000348971 of Official Records in the office of the County Recorder of said County, the centerline of said strip being described as follows:

Commencing at the northerly terminus of that certain course "N 03°07'40" W 270.10'" as shown along the centerline of Buena Vista Drive on said Lot Line Adjustment; thence along said centerline South 03°07'40" East 36.23 feet; thence perpendicular, North 86°52'20" East 28.00 feet to a point on the westerly line of said Parcel 2, said point being the **True Point of Beginning**; thence continuing North 86°52'20" East 106.51 feet to the easterly line of said Parcel 2 and the terminus of this description.

The sidelines of said strip to terminate easterly in said easterly line of Parcel 2, and terminate westerly in said westerly line of Parcel 2.

Containing 2,130 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 1/20/17

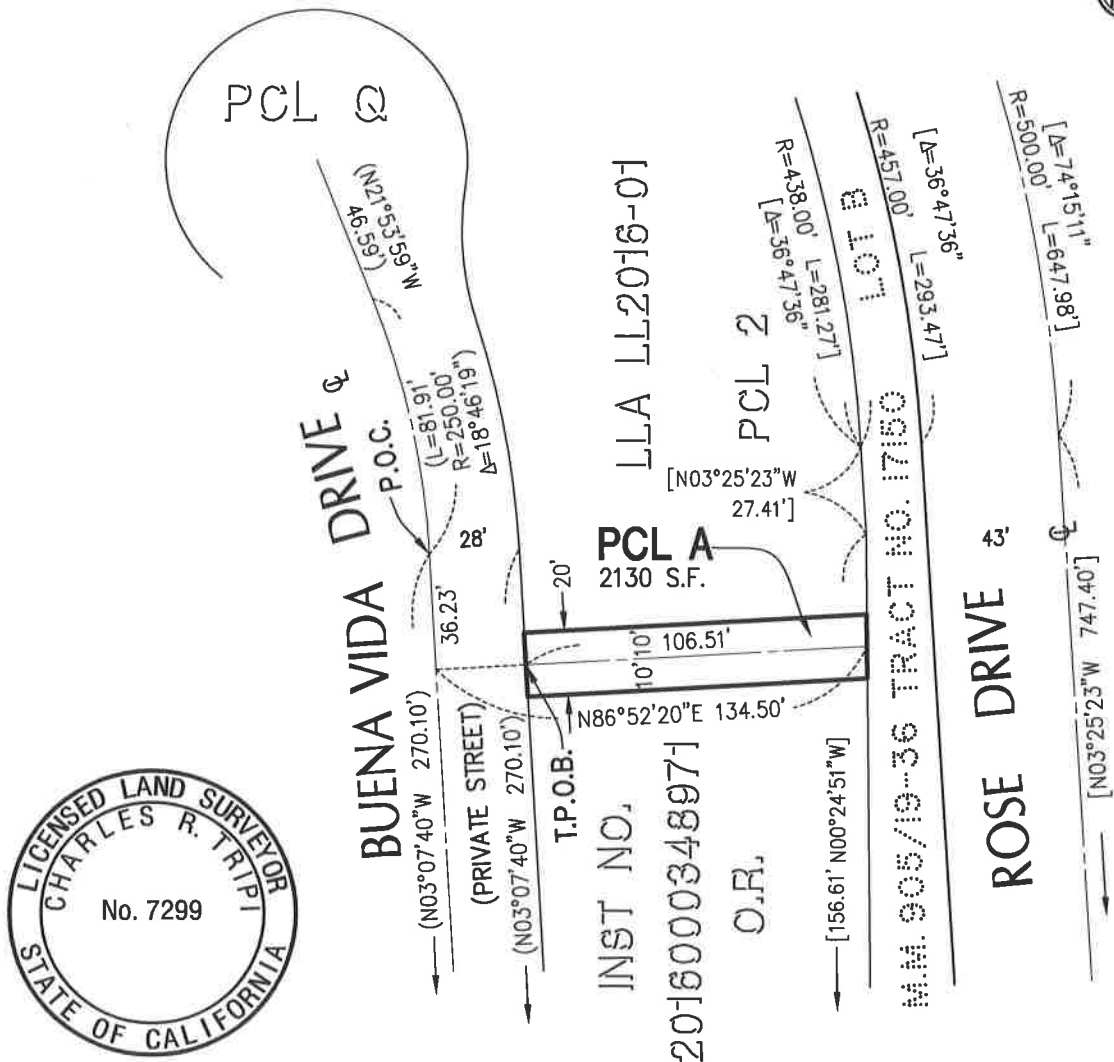


Revised: January 20, 2017
September 29 2016
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 8929 Water
By: C. Tripi
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description

- [] INDICATES RECORD DATA PER TRACT NO. 17150, M.M. 905/19-36.
- () INDICATES RECORD DATA PER LOT LINE ADJUSTMENT LL 2016-01, INST. NO. 201600034987, O.R.



Charles R. Tripi 1/20/17

CHARLES R. TRIPI, P.L.S. 7299 DATE



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759

EXHIBIT "B"

CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 10/4/16	REV. DATE: 1/19/17	DWG By: M.SIERADZKI	CK'd By: C. TRIPI	SCALE: 1" = 60'	W.O. 2749-20A
FILE: I:\Hartley\LA FLORESTA\LD\8929-Water Esmt\SHT01.dwg				H&A LEGAL No. 8929	SHEET 1 OF 1

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for public water line and water appurtenances purposes, a non-exclusive easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibits "A" and "B", attached hereto.

DATED: 4/5/2017

La Floresta Maintenance Corporation,
a California nonprofit mutual benefit corporation

By: Craig A Farris

Its: TREASURER

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 April 5, 2017 before me MARVA C BOGLE a Notary Public, personally appeared CRAIG A FARRIS 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 MARVA C BOGLE

(seal)

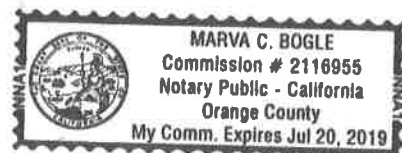


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

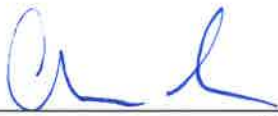
A strip of land 20.00 feet wide, in the City of Brea, County of Orange, State of California, being a portion of Lot B of Tract No. 17150, filed in Book 905, Pages 19 through 36, inclusive of Miscellaneous Maps in the office of the County Recorder of said County, the centerline of said strip being described as follows:

Commencing at the northerly terminus of that certain course "N 03°07'40" W 270.10'" as shown along the centerline of Buena Vista Drive on Lot Line Adjustment LL 2016-01 recorded July 29, 2016 as Instrument No. 201600034971 of Official Records of said County Recorder; thence along said centerline South 03°07'40" East 36.23 feet; thence perpendicular, North 86°52'20" East 106.51 feet to a point on the westerly line of said Lot B, said point being the **True Point of Beginning**; thence continuing North 86°52'20" East 20.84 feet to the easterly line of said Lot B and the terminus of this description.

The sidelines of said strip to terminate easterly in said easterly line of Lot B, and terminate westerly in said westerly line of Lot B.

Containing 417 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 1/20/17

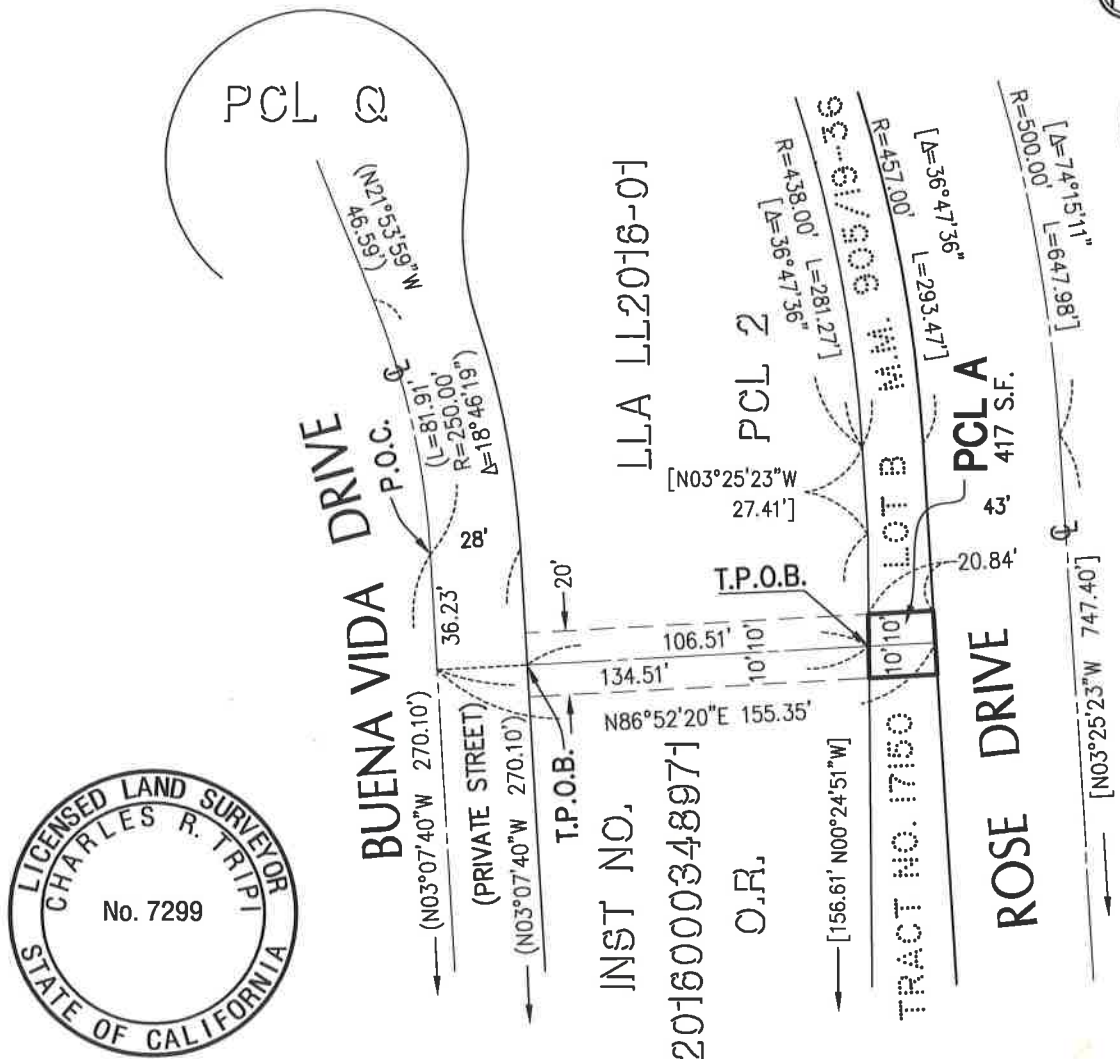


January 20, 2017
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 9001 Water
By: C. Tripi
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description

- [] INDICATES RECORD DATA PER TRACT NO. 17150, M.M. 905/19-36.
- () INDICATES RECORD DATA PER LOT LINE ADJUSTMENT LL 2016-01, INST. NO. 201600034987, O.R.



CHARLES R. TRIPI, P.L.S. 7299 DATE 1/20/17

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 1/20/17	REV. DATE: -----	DWG By: M.SIERADZKI	CK'd By: C. TRIPI	SCALE: 1" = 60'	W.O. 2749-20A
FILE: I:\Hartley\LA FLORESTA\LD\9001 Sep 8929\SHT01.dwg				H&A LEGAL No. 9001	SHEET 1 OF 1

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for emergency vehicle access purposes, an easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibit "A" and "B", attached hereto.

DATED: 3-10-17

The New Home Company Southern California LLC,
a Delaware Limited Liability Corporation



PRESIDENT, SOCAL

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 March 10, 2017 before me Dulce Danielle Barker a Notary Public, personally appeared Andrew J. Jarvis 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"
LEGAL DESCRIPTION

Parcel A

In the City of Brea, County of Orange, State of California, being that portion of Parcel 2 of Lot Line Adjustment LL 2016-01 recorded July 29, 2016 as Instrument No. 2016000348971 of Official Records in the office of the County Recorder of said County, described as follows:

Strip 1

A strip of land 24.00 feet wide, the centerline being described as follows:

Commencing at the northerly terminus of that certain course "N 03°07'40" W 270.10'" shown along the centerline of Buena Vida Drive as shown on said Lot Line Adjustment; thence along said centerline South 03°07'40" East 38.62 feet; thence perpendicular, North 86°07'24" East 28.00 feet to a point on the westerly line of said Parcel 2, said point being the **True Point of Beginning**; thence continuing North 86°07'24" East 65.76 feet to a point referred to hereon as **Point A** and the terminus of this strip.

The sideline of said 24.00 feet wide strip to terminate westerly in said westerly line of Parcel 2.

Strip 2


Together with a strip of land 20.00 feet wide, lying 12.00 feet northerly and 8.00 feet southerly of the following described line:

Beginning at the above referenced **Point A**; thence North 86°07'24" East 40.73 feet to the easterly line of said Parcel 2 and the terminus of this strip.

The sidelines of said 20.00 feet wide strip to terminate easterly in said easterly line of Parcel 2.

Containing 2,396 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

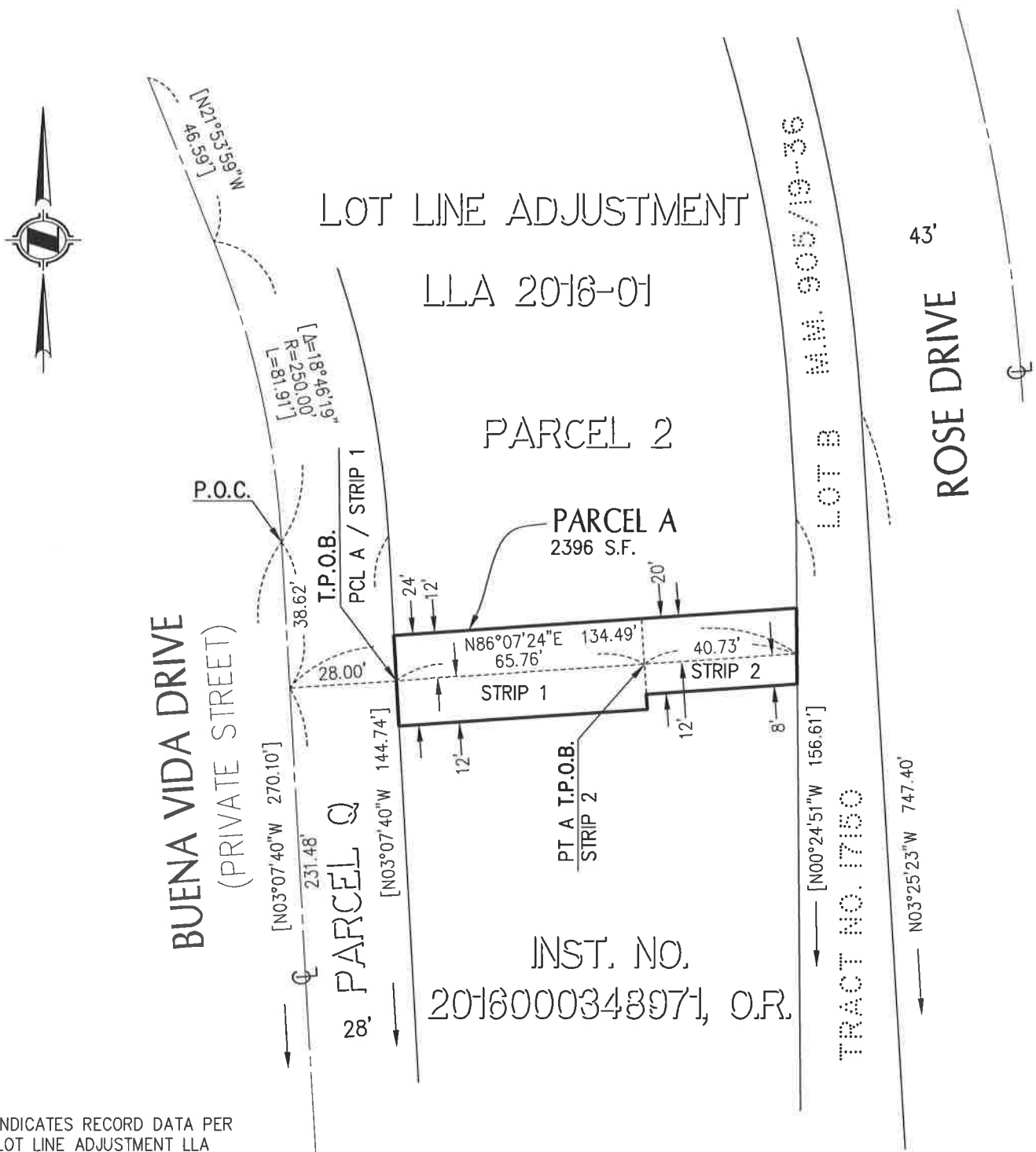

Charles R. Tripi, PLS 7299
Date: 1/19/17



January 17, 2017
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 9000 Veh Access
By: C. Tripi
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



[] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT LLA 2016-01, INST. NO. 2016000348971, O.R.



HUNSAKER & ASSOCIATES
IRVINE, INC.

PLANNING ■ ENGINEERING ■ SURVEYING

Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 1/16/17	REV. DATE: 1/18/17	DWG: C.TRIPI	CK'd By: R.WHEELER	SCALE: 1"=40'	W.O. 2749-20A
I: \Hartley\LA FLORESTA\LD\9000 Veh Access\SH01.dwg				H&A LEGAL No. 9000	SHEET 1 OF 1

Recording Requested and
when Recorded Mail to:

CITY CLERK
CITY OF BREA
1 CIVIC CENTER DRIVE
BREA, CA 92821

Space above this line for recorder's use Free Recording Requested
G.C. §§ 6103 & 27383
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

DEED OF EASEMENT

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned hereby grants to the CITY OF BREA, a Municipal Corporation, for emergency vehicle access purposes, a non-exclusive easement in, over, and across all that real property situated in the City of BREA, County of Orange, State of California, described and shown in Exhibits "A" and "B", attached hereto

DATED: 4/5/2017

La Floresta Maintenance Corporation,
a California nonprofit mutual benefit corporation

By: Craig A Farris

Its: TREASURER

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 April 5, 2017 before me Marva C Bogle a Notary Public, personally appeared Craig A Farris 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 Marva C Bogle

(seal)

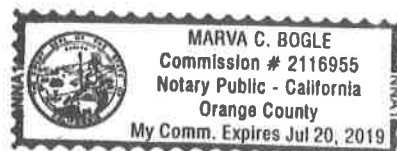


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

A strip of land 20.00 feet wide, in the City of Brea, County of Orange, State of California, being that portion Lot B of Tract No. 17150, filed in Book 905, Pages 19 through 36, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said County, lying 12.00 feet northerly and 8.00 feet southerly of the following described line:

Commencing at the northerly terminus of that certain course "N 03°07'40" W 270.10'" shown along the centerline of Buena Vida Drive as shown on Lot Line Adjustment LL 2016-01 recorded July 29, 2016 as Instrument No. 2016000348971 of Official Records of said County; thence along said centerline South 03°07'40" East 38.62 feet; thence perpendicular, North 86°07'24" East 134.49 feet to a point on the westerly line of said Lot B, said point being the **True Point of Beginning**; thence continuing North 86°07'24" East 20.97 to a the easterly line of said Lot C and the terminus of this strip.

The sidelines of said 20.00 feet wide strip to terminate westerly in said westerly line of Lot B and easterly in said easterly line of said Lot B.

Containing 415 Square Feet, more or less.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.



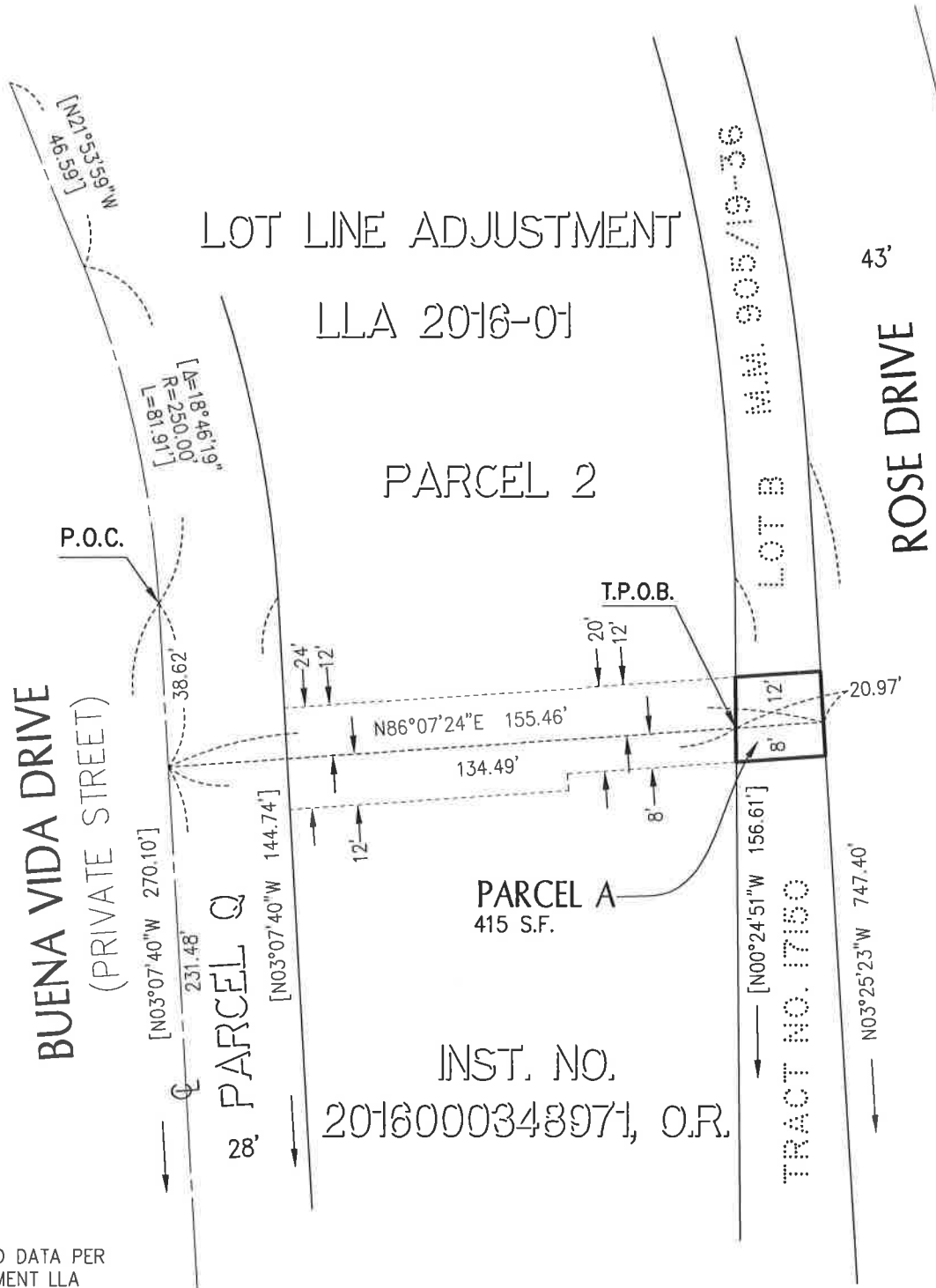
Charles R. Tripi, PLS 7299
Date: 1/17/17



January 17, 2017
WO No. 2749-20A
Page 1 of 1
H&A Legal No. 9005 Veh Access
By: C. Tripi
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



[] INDICATES RECORD DATA PER
LOT LINE ADJUSTMENT LLA
2016-01, INST. NO.
2016000348971, O.R.



HUNSAKER & ASSOCIATES
IRVINE, INC.

PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 1/18/17	REV. DATE: _____	.DWG C.TRIPI	CK'd By: R.WHEELER	SCALE: 1"=40'	W.O. 2749-20A
I: \Hartley\LA FLORESTA\LD\9005 Split 9000\SH01.dwg				H&A LEGAL No. 9005	SHEET 1 OF 1

Recording requested by:
CITY CLERK, CITY OF BREA

When recorded return to:
CITY CLERK
CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CA 92821

SEND CONFORMED COPY TO:
SAME AS ABOVE

Free Recording requested per
Gov't Section 6103.

(Space Above For Recorder's Use)

SITE MAINTENANCE AND RESTORATION AGREEMENT

THIS SITE MAINTENANCE AND RESTORATION AGREEMENT ("Agreement") is made this _____ day of _____, 2017, by and between The New Home Company Southern California, LLC, a Delaware limited liability company ("Owner") and the CITY OF BREA, a municipal corporation ("City"). (Owner and City are sometimes referred to collectively herein as the "Parties").

RECITALS

A. Owner is the owner of that certain real property identified as Parcel 2 of LLA 2016-001 (Tract 17150), and the common street addresses of buildings 220, 240, 260, 270 and 280 Buena Vida Drive, City of Brea, County of Orange, State of California, as more particularly described and depicted in Exhibit "A" hereto (collectively, "Property").

B. Owner is currently constructing residential MFD buildings on the Property pursuant to Precise Development PD 2106-02 which was conditionally approved by the City of Brea Planning Department on September 8, 2016.

C. City is the owner of certain nonexclusive easements over the Property for various purposes including, but not limited to, operation of two public storm drains and a water line, together with related appurtenances (collectively, "City Facilities"), all as described and depicted in Exhibit "B" attached hereto (collectively, "City Easement Areas").

D. The City Facilities are located within and under portions of the Property that have been or will be improved with private site improvements, including landscaping, enhanced vehicular pavement, hardscape, and certain other improvements (collectively, "Owner's Improvements"), which could interfere with the City's ability to maintain the City Facilities.

I. The Owner and City desire to set forth their respective rights and obligations with respect to the presence of the City Facilities in the Property, in this Agreement.

AGREEMENT

NOW, THEREFORE, in furtherance of the foregoing Recitals, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and City hereby agree as follows:

1. **Location and Description of the City Facilities.** Owner acknowledges and agrees that the City Facilities and City Easement Areas are located, comprised and described as follows:

(B). One (1) 20-foot wide easement – eight inch (8") diameter water line between Buildings 220 & 240

(C). One (1) 24-foot wide easement for emergency vehicular access between Buildings 220 & 240

(D). One (1) 24-foot wide easement – twenty-four inch (24") storm drain line between Buildings 260 & 270

(E). One (1) 30.5-foot wide easement – ninety-six inch by sixty inch (96"x60") RC Box storm drain between Buildings 260 & 240

The specific locations and configurations of the City Facilities are more fully depicted in Exhibits "B" through "E" attached hereto.

2. **City's Right of Entry.** Owner hereby grants to City the perpetual right to enter and use the Property as reasonably necessary, and at no cost to City, in order to maintain, repair and replace any of the City Facilities, and to exercise and enforce any other express or implied rights granted to the City by this Agreement.

3 **Maintenance and Repair of Owner's Improvements; Prohibited Improvements.** The Owner shall be solely responsible for repairing, restoring, reconstructing, and maintaining the Owner's Improvements in good, safe and undamaged condition, and in compliance with all applicable ordinances and codes. The City hereby grants to the Owner the right to enter upon the City Easement Areas from time to time for the purposes of inspecting, maintaining, repairing, and replacing, in their original locations, the Owner's Improvements, in accordance with this Agreement; provided, however, that, unless the City's written approval is first obtained, the Owner shall not: (a) enter any of the City Easement Areas while maintenance, repair, or replacement of any of the City Facilities is occurring; or (b) dig, trench, grade, or construct, install or place any unauthorized improvements within or upon any of the City Easement Areas. "Unauthorized improvements" consist of the following: trees, structures including, but not limited to, any block wall, planter, retaining wall, footing, column, or similar type permanent structures installed below grade.

All maintenance and repair of the Owner's Improvements shall be conducted so as to avoid any interference with the City's use of the City Easement Areas.

4. **Insurance and Indemnity.** Within (10) business days of the effective date of this Agreement, and prior to any entry into any of the City Easement Areas to perform any digging, trenching, construction, maintenance or repair activity with respect to the Owner's Improvements, the Owner shall provide, and, if there shall be any contractors entering the City Easement Areas provide, the City with proof of having obtained commercial general and automobile (any auto) liability insurance in a form acceptable to the City, naming the City, its elected officials, officers, employees and contractors as additional insureds ("Additional Insureds"), waiving the right of subrogation against all of the Additional Insureds, and protecting the Owner and the Additional Insureds against all claims and liabilities arising out of Owner's operations within any of the City Easement Areas.

To the maximum extent permitted by law, Owner shall defend, indemnify and hold the Additional Insureds free and harmless with respect to any and all claims, liabilities and legal actions arising out of the acts or omissions of Owner and/or any of Owner's officers, employees, agents or contractors in the performance of rights granted, or obligations imposed, by this Agreement including, but not limited to, acts or omissions related to maintenance, repair, use or replacement of any of the Owner's Improvements.

5. **Liens and Stop Notices.** The Owner shall keep the City Easement Areas free of any liens, shall promptly remove or cause the release of any liens and/or stop notices placed thereon due to any actions of the Owner or any person or entity acting on Owner's behalf, and shall indemnify, defend and hold the City harmless with respect to any and all liability, loss and/or expense associated with any such liens or stop notices.

6. **Maintenance and Repair of the City Facilities.** The Owner acknowledges and understands that the City's maintenance and repair of the City Facilities will likely result in damage to or destruction of some or all of the Owner's Improvements. In consideration of being permitted to construct the Owner's Improvements, and/or allowing Owner's Improvements to remain within the City Easement Areas, the Owner expressly assumes all risks, and waives and releases, and agrees to defend, indemnify and hold the City and its officials, officers, employees, contractors and agents, free and harmless with respect to any and all claims, liabilities, losses, and/or causes of action asserted under any theory of recovery, arising out of or related to any damage to or destruction of the Owner's Improvements occurring as a result of the City's maintenance, replacement and/or repair of any of the City Facilities, except to the extent caused by the City's or the City's contractor's intentional misconduct or gross negligence.

Except where the public health and safety require immediate action by the City, as determined by the City's Director of Public Works, the City shall provide the Owner with at least thirty (30) days' advance written notice of the City's intent to perform any maintenance, repair or replacement of the City Facilities that will require disturbing the soil in any of the City Easement Areas. After the foregoing notice has been provided to the Owner, the City may remove any remaining Owner's Improvements, as deemed by the City Engineer to be necessary in order to access, repair and/or replace the City Facilities. After completion of such work, and unless otherwise agreed upon in writing, the City shall backfill any trenches and holes and cover any previously paved areas with temporary asphalt or other paving material deemed suitable by the City. The City shall have no obligation to remove the paving material. In the event of any damage to the Owner's Improvements, other than damage caused by the City's or the City's contractor's intentional misconduct or gross negligence, the City shall have no responsibility for such damage or to repair

or replace any of the Owner's Improvements except as provided herein, and the Owner, at its cost and expense, shall be solely responsible for repairing or replacing the Owner's Improvements.

7. **Compliance With Laws.** The Owner and City shall at all times comply fully with all applicable laws, ordinances, rules, codes, regulations, and permit requirements pertaining to the use of the City Easement Areas and maintenance and repair of the City Facilities.

8. **Waiver.** The failure of either of the Parties or their successors to enforce any of the terms and provisions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.

9. **Construction.** The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Wherever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter.

10. **Notices.** All notices required by this Agreement shall be given in writing and shall be delivered personally, by first class mail, with postage pre-paid, or by a reputable overnight delivery service. Notices shall be considered given on the earlier of (a) receipt, if personally delivered or express mailed to the addressee, or to a partner or an officer of the addressee if the addressee is a partnership or corporation, or (b) forty-eight (48) hours following deposit in the United States mail. Notices shall be given at the following addresses:

If to City: Steve Kooyman, P.E.
City Engineer
1 Civic Center Circle
Brea, CA 92821

If to Owner: The New Home Company
c/o David J. Mello
85 Enterprise
Aliso Viejo, CA 92656

11. **Incorporation of Exhibits.** Exhibits "A" and "B" to this Agreement are incorporated herein by this reference as if fully set forth herein.

12. **Binding on Successors; Terms Incorporated in Declaration.** The provisions of this Agreement shall run with the land and are established in accordance with Section 1468 of the California Civil Code, as same may be amended from time to time, for the benefit of and to be binding upon each of the owners of the Property and the City Easement Areas, including, without limitation, the Owner and the City, and the successors, assignees and grantees of all or any portion of the Property or interests therein affected hereby.

13. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Owner and the City, and their successors, and may not be enforced by any third party.

14. **Recordation of Agreement.** Any of the Parties may cause this Agreement or a memorandum thereof to be recorded in the Office of the County Recorder of Orange County, California.

15. **Attorneys Fees.** The prevailing party in any legal action brought for breach, or to enforce any provisions of this Agreement, shall be entitled to recover its reasonable attorneys' fees and all costs of litigation.

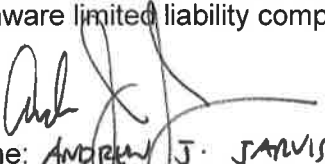
16. **Governing Law and Venue.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California, and without regard for its conflicts of laws principles. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Orange, California.

17. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the day and year first above written.

"OWNER"

The New Home Company Southern California, LLC, a Delaware limited liability company

BY: 
Name: ANDREW J. JARVIS
Title: PRESIDENT

CITY OF BREA, a municipal corporation

BY: _____

Title: _____

ATTEST:

City Clerk of the City of
Brea, California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

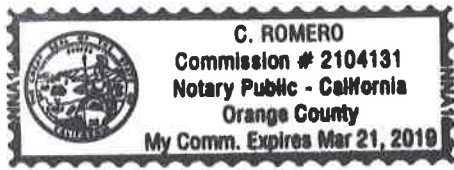
State of California)
County of Orange)

On 4/12/2017 before me, C. Romero, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared ANDREW J. JARVIS
Name(s) of Signer(s)

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 C. Romero
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Site Maintenance & Restoration Agreement
Document Date: _____ Number of Pages: 5 (five)
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

State of California)
County of Orange County)

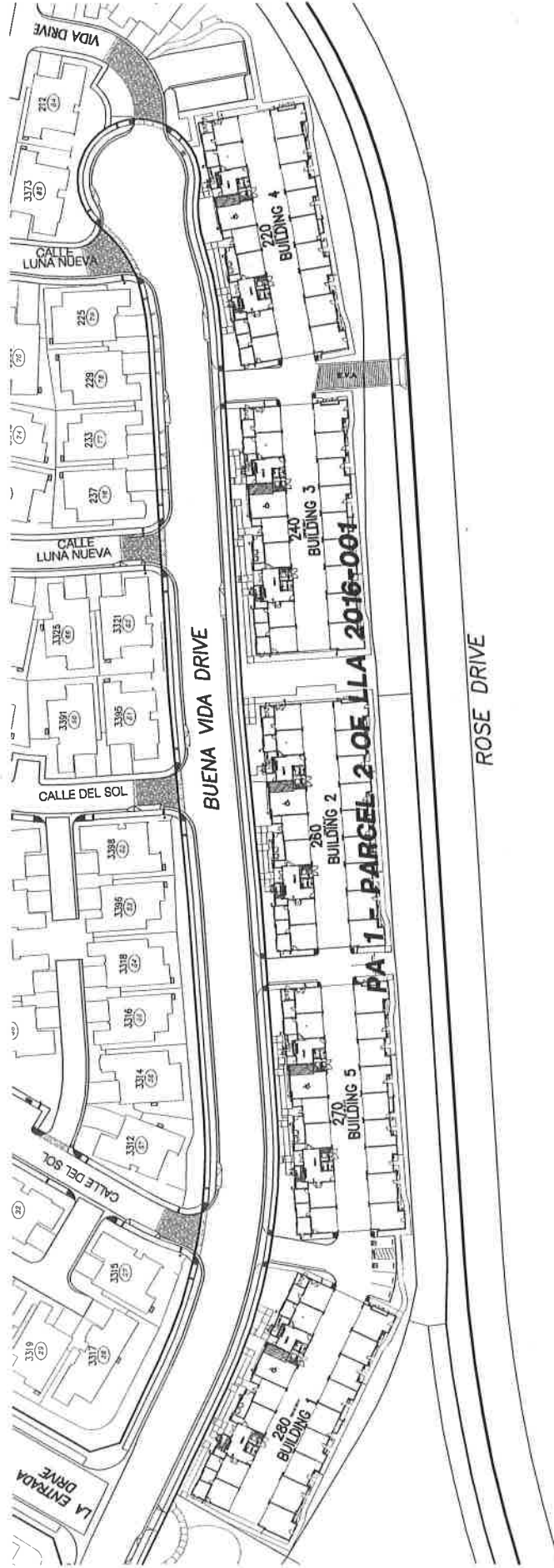
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

WITNESS my hand and official seal.

(Seal)

EXHIBIT "A"
PROPERTY DESCRIPTION

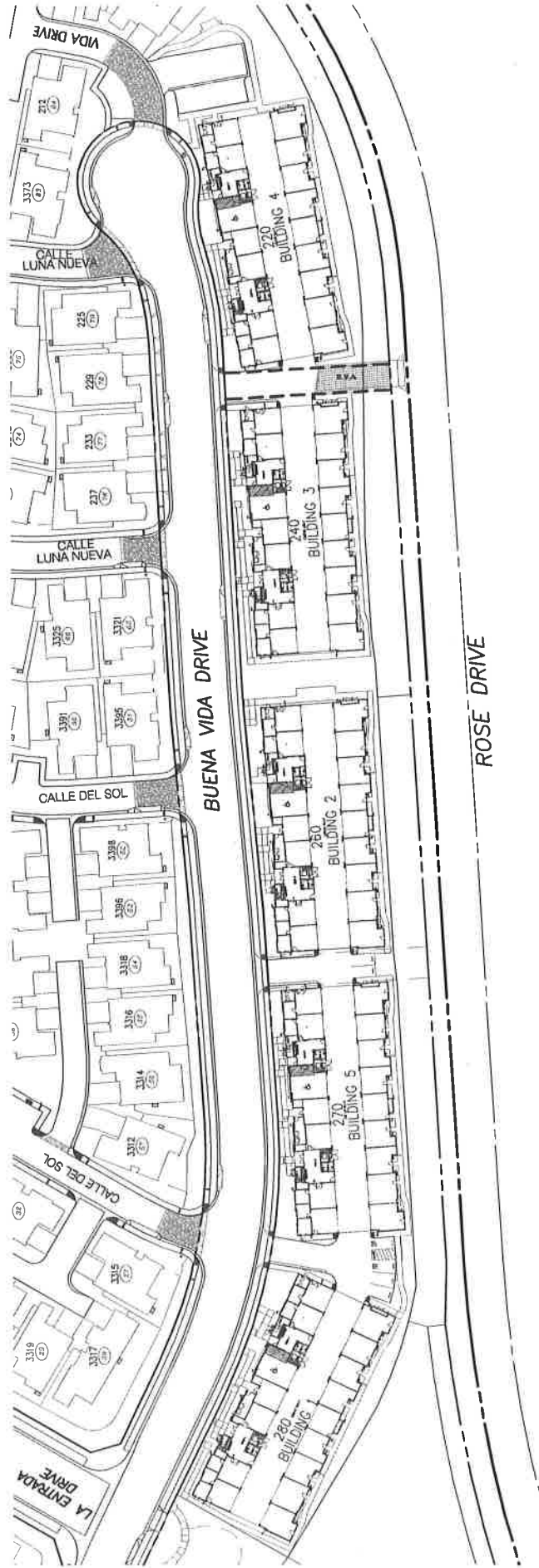
**NEW HOME COMPANY/CITY OF BREa
PA 1 SITE MAINTENANCE & RESTORATION AGREEMENT
PARCEL 2 OF LLA 2016-001
EXHIBIT "A"**



NOT TO SCALE

EXHIBITS "B" through "E"
DESCRIPTION OF CITY EASEMENT AREAS AND CITY FACILITIES

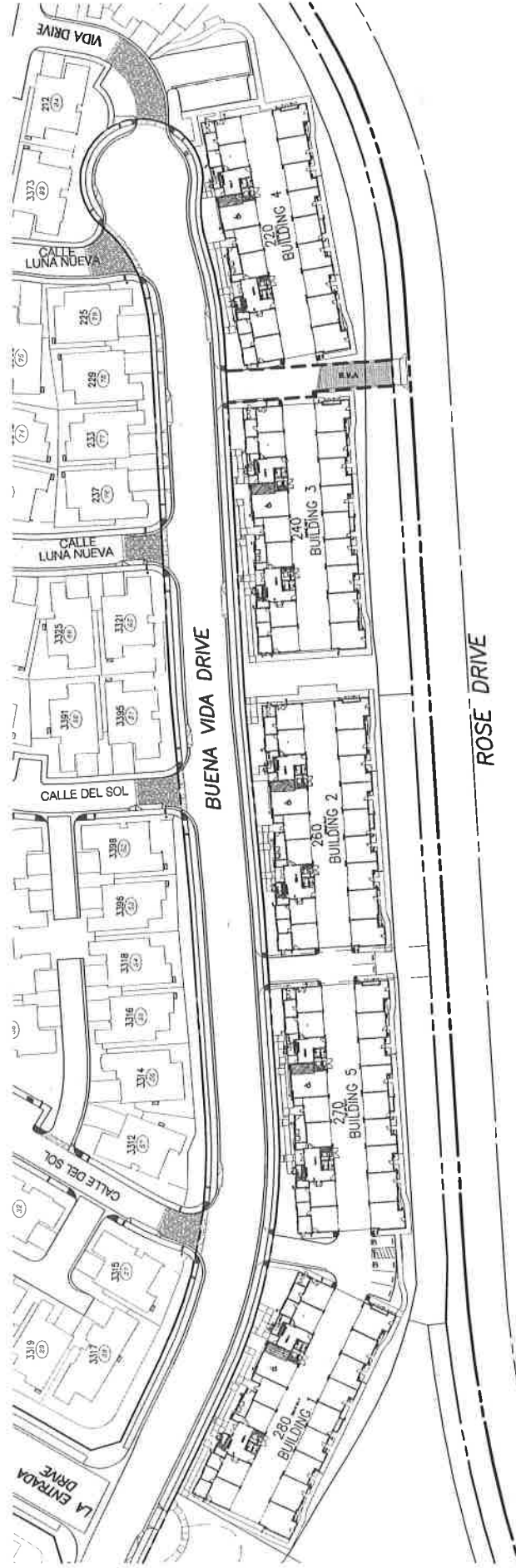
NEW HOME COMPANY/CITY OF BREa PA 1 SITE MAINTENANCE & RESTORATION AGREEMENT 20-FOET WIDE EASEMENT FOR 8" WATER LINE EXHIBIT "B"



LEGEND

--- 20' WATER EASEMENT

**NEW HOME COMPANY/CITY OF BREa
PA 1 SITE MAINTENANCE & RESTORATION AGREEMENT
24-FOOT WIDE EASEMENT FOR EMERGENCY VEHICULAR ACCESS
EXHIBIT "C"**



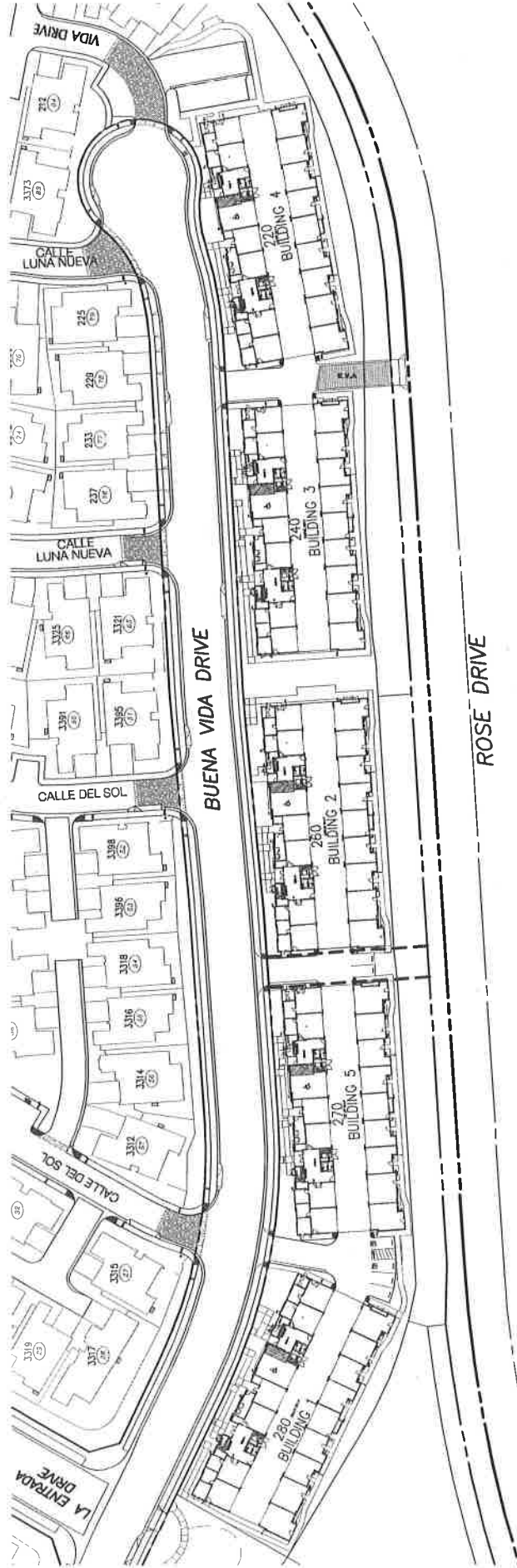
LEGEND

EMERGENCY VEHICULAR ACCESS
EASEMENT



NOT TO SCALE

**NEW HOME COMPANY/CITY OF BREa
PA 1 SITE MAINTENANCE & RESTORATION AGREEMENT
24-FOOT WIDE EASEMENT FOR 24" STORM DRAIN LINE
EXHIBIT "D"**

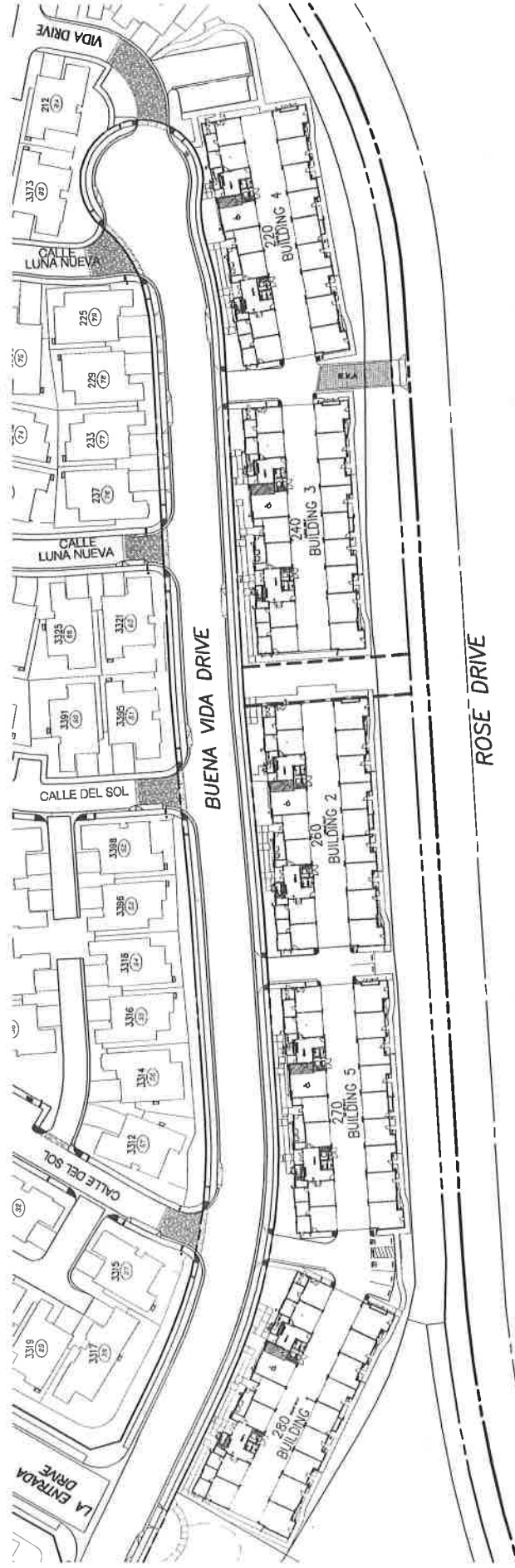


LEGEND

--- 24' STORM DRAIN EASEMENT



**NEW HOME COMPANY/CITY OF BREA
PA 1 SITE MAINTENANCE & RESTORATION AGREEMENT
30.5-FOOT WIDE EASEMENT FOR 96"X60" RC BOX STORM DRAIN
EXHIBIT "E"**



LEGEND

EXISTING 30.5' STORM DRAIN
EASEMENT



City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, Project 7929.

RECOMMENDATION

1. Adopt Resolution to Appropriate an Additional \$915,000 from the Park Development Fund (Fund 250) for Project Construction, Contingency, and Administration;
2. Receive Bids and Award Contract to Lucas Builders, Inc. in the Amount of \$1,799,000.00; and
3. Authorize the Public Works Director or his Designee to Issue Contract Change Orders up to a "Not to Exceed" Amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, Project 7929 (Project), is included in this year's Capital Improvement Program (CIP). The Project will make upgrades to the Laurel Elementary Magnet School playground and Lagos de Moreno Park adding the following amenities:

- Provide ADA access at three (3) separate locations
- Install a new restroom building
- Install new asphalt playground and ball walls
- New benches and tables
- New swings
- New playground equipment for 2-5 and 5-12 year olds
- A 30' by 30' shade structure between the two playgrounds

On April 18, 2017, City Council approved the plans and specifications and authorized staff to advertise and receive bids for construction. On May 22, 2017, eight bids were received with the following results:

See next page.

1.	Lucas Builders	\$1,799,000.00
2.	Clean Cut Landscape	\$1,946,272.00
3.	C. S. Legacy	\$2,191,895.57
4.	Environmental Construction	\$2,195,206.00
5.	Roadway Engineering	\$2,398,000.00
6.	States Link Construction	\$2,732,434.00
7.	Access Pacific	\$2,795,000.00
8.	Green Building Corp.	\$2,880,000.00
	Engineer's Estimate	\$1,676,473.00

Additionally, the bid proposals included 3 Bid Alternatives; 1) Removal of the CMU Restroom from Base Bid (\$140,000 credit), 2) Monument Sign (\$22,500 add), and 3) Substitute Hydroseed for Big Roll Sodded Turf (\$6,500 credit). Sum total for the three bid alternatives (1-3) combined would be a \$124,000 credit to the Base Bid price. The award of the Contract shall be based on the lowest Base Bid amount. However, the City Council has the exclusive discretion to include any of the three alternatives as part of the Contract Award Amount, which would be specified as the Total Bid Amount.

The lowest responsive bidder was Lucas Builders, Inc. ("LBI") in the amount of \$1,799,000.00. LBI has a valid contractor's license and has been in the construction business for 12 years. LBI has previous public works construction experience in various other cities in Southern California, such as El Segundo, San Clemente, Baldwin Park and is currently constructing Segment 2 of the Tracks for our City. References received prior to starting the Segment 2 project were above satisfactory and their work on this project has been acceptable. If awarded, the Project could start in late June of 2017. Initial phases of the Project will take place during school summer break with completion when school is back in session.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed by the Parks, Recreation and Human Services Commission at a Special Meeting on Wednesday, May 24, 2017 and the use of Park Development funds for the shortfall was approved unanimously. The Commission recognizes the significant project cost increase and hopes future estimates are more precise. The Finance Committee reviewed staff's recommendation at the May 30, 2017 meeting and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

Current funding for the project is from the Brea Olinda Unified School District (\$250,000), Fund 560 - Valencia Median Improvement Program savings (\$1,200,000) and Fund 250 - Park Development Fund (\$226,473) for a total original estimated Project cost of \$1,676,473. This was a programmatic estimate as developed within the CIP budget. However, as the concept design continued into full plans and specifications there were several design and improvement requirements by the Division of State Architect (DSA) with more specific design details of the site which resulted in increases to the original programmatic Project costs. The following table reflects these cost differences:

Cost Item Description	2015 Estimate	Current Costs	Difference
Playground Improvements and Restroom Facility (1)	\$ 1,002,063	\$1,799,000	(\$ 796,937)
Contingency	190,810	180,000	10,810
Design and Construction Engineering (1)	213,600	386,635	(173,035)
Monument Sign and Electrical (1)	35,000	32,500	2,500
Playground Equipment (Materials only) (1)	160,000	162,295	(2,295)
Shade Structure (Material only) (1)	75,000	\$28,452	46,548
Total	\$ 1,676,473	\$ 2,588,882	(\$ 912,409)
		Rounded to	(\$ 915,000)

(1) - As noted, the shortfall for the Project is calculated at \$915,000. Since the original budget was prepared in 2015, several items have contributed to the increase in cost. Most significantly, DSA added site requirements such as new retaining walls and mandated inspections. There was also significant cost increases in purchasing and installation of the playground equipment. The costs associated with these items are as follows:

Item	Cost
Added Major Retaining Wall along Birch Street	\$151,690
Added DSA full time inspection	100,000
Added Plan check fees	16,635
Added material testing	20,000
Total Added Costs	\$ 288,325

Furthermore, construction costs have increased significantly over this last year due to an extremely busy bidding environment, which has resulted in further budget shortfalls.

At the March 21, 2017 City Council meeting, staff shared a rough order-of-magnitude shortfall number of \$500,000 with the City Council. Unfortunately, missing from this number was the design cost of approximately \$200,000, which should have increased the estimated budget shortfall to \$700,000. Regardless, it was decided that the Project would be advertised for bids to accurately assess the actual shortfall before any request for an appropriation was made. The difference between the anticipated budget shortfall and the current costs can be attributed to items mentioned previously.

It is anticipated that Fund 250 - Park Development Fund will provide the additional funding needed. Therefore, there will be no General Fund Impact.

Staff recommendation is to receive bids, adopt attached Resolution authorizing the additional funding in the amount \$915,000, award the Contract to lowest responsible bidder LBI in the amount of \$1,799,000, and authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract price.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, Director of Public Works

Attachments

Resolution 2017-049

Proposal_Lagos

Agreement

RESOLUTION NO. 2017-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2016-17 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE PARK DEVELOPMENT FUND (250) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7929, LAUREL ELEMENTARY MAGNET SCHOOL/LAGOS DE MORENO PARK UPGRADES

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Park Development Fund (250), to the Capital Improvement Program Fund (510), for Project 7929 for the fiscal year 2016-17.

(ii) The Capital Improvement Program Budget, Resolution No. 2017- , and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2017- , as heretofore amended, be further amended to:

1. Increase funding from the Park Development Fund (250) to Capital Improvement Program Fund (510) for Project 7929, Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, by \$915,000; and

2. Appropriate an additional \$915,000 to the Capital Improvement Program Fund (510) for Project 7929, Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades.

APPROVED AND ADOPTED this 6th day of June, 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 adopted at a regular meeting of the City Council of the City of Brea, held on the 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: June 6, 2017

Lillian Harris-Neal, City Clerk

SECTION C

PROPOSAL

for the

**Lagos de Moreno Park Improvements
CIP PROJECT No. 7929**

in the:

CITY OF BREA

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

Δ1 - In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefore, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **150** working days, starting from the date of the Notice to Proceed.


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

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety (90) days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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

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

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

Addenda No.	Date Received	Bidder's Signature
1	5/17/2017	 Priscilla Moynier, VP/Secretary

Project Bid Schedule
Lagos de Moreno Park Improvements
CIP PROJECT No. 7929

Bidder's Name: LUCAS BUILDERS, INC.

Base Bid				
Item No.	DESCRIPTION	Unit	Quantity	Total Amount
1	Lagos de Moreno Park	Lump Sum	1	\$ 1,799,000.00

Total Base Bid in Figures: \$ 1,799,000.00

Total Base Bid in Words: one million seven hundred ninety nine thousand
dollars & 00/100

Bid Alternates				
Item No.	DESCRIPTION	Unit	Quantity	Total Amount
1	Removal of CMU Restroom from Base Bid	Lump Sum	1	\$ (140,000.00)
2	Monument Sign	Lump Sum	1	\$ 22,500.00
3	Substitute Hydroseed for Big Roll Sodded Turf	Lump Sum	1	\$ (6,500)

Total Amount for Alternates 1-3: Items 1-3 in Figures: \$ -124,000.00

Total Amount for Alternates 1-3: Items 1-3 in Words: deduct - one hundred twenty four thousand dollars & 00/100

1. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders. fm (Bidder Initial)
2. Contract award shall be to the lowest responsible bidder whose bid is the lowest BASE BID AMOUNT. Should the City of Brea authorize the inclusion of any of the three alternates, the amount of the contract award shall be specified as the Total bid Amount, exclusively at the discretion of the City of Brea.

The schedule of values table below shall be used for progress payment purposes.

Project Schedule of Values
Lagos de Moreno Park Improvements
CIP PROJECT No. 7929

Bidder's Name: LUCAS BUILDERS, INC.

Item No.	DESCRIPTION	BID ITEM COST
1	MOBILIZATION	\$ 195,000.00
2	TEMPORARY CONSTRUCTION FENCING	\$ 35,000.00
3	TRAFFIC CONTROL	\$ 7,500.00
4	DUST CONTROL	\$ 7,500.00
5	CONSTRUCTION SURVEY	\$ 40,000.00
6	DEMOLITION	\$ 265,000.00
7	GRADING, DRAINAGE AND EROSION CONTROL	\$ 175,000.00
8	UTILITIES	\$ 329,000.00
9	RESTROOM BUILDING	\$ 225,000.00
10	PAVING, SURFACING, AND SURFACE TREATMENTS	\$ 125,000.00
11	FENCE AND WALL	\$ 225,000.00
12	SITE AMENITIES	\$ 75,000.00
13	PLANTING AND IRRIGATION	\$ 75,000.00
14	STORM WATER POLLUTION PREVENTION PLAN	\$ 17,500.00
15	WATER QUALITY MANAGEMENT PLAN	\$ 7,500.00

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
10	5.2%	Spectra Turf Inc. 555 S Promenade Ave Ste 103 Corona CA 92879 alex.stout@spectraturf.com	854429	C61 D12	1000002615
9	0.6%	Christian Brothers Mechanical 11140 Thurston Lane Miraloma CA 91752 Slemmons@cbhvac.com	499547	C20, C10 C38, B	1000005149
13	4%	Gro Green Landscape 4639 Pacific Avenue Riverside CA 92509 ggl@ggreenlandscape.com	965551	C27	1000040531

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, Priscilla Moynier, am
(Print Name)

VP/Secretary of Lucas Builders, Inc.
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder; that all statement contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that as a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 22nd day of May, 2017.

LUCAS BUILDERS, INC.

Name of Bidder



Priscilla Moynier, VP/Sec

Signature of Bidder

510 E. Jamie Avenue, La Habra, CA 90631

Address of Bidder

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

Subscribed and sworn to (or affirmed) before me on this 22ND
day of MAY, 2017, by _____
PRISCILLA MOYNIER

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as **Lagos de Moreno Park Upgrades CIP PROJECT No. 7929** (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

LUCAS BUILDERS, INC.

Contractor


Priscilla Moynier

By

VP/Secretary

Title

Date: 05-22-2017

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes

☒ No

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.


COMPENSATION INSURANCE CERTIFICATE

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

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

LUCAS BUILDERS, INC.

Contractor


Priscilla Moynier

By

VP/Secretary

Title

Date: 05-22-2017

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Lucas Builders, Inc
Bidder Name

510 E. Jamie Avenue
Business Address

La Habra CA 90631
City, State, Zip

(310) 853-0690
Telephone Number

info@lucascompany.com
Email Address

982296 - A, B, C10
State Contractor's License No. and Class

1000004271
DIR Registration Number

12/2004
Original Date State Contractor's License Issued

03-31-2019
Expiration Date

The work site was inspected by Sam Silva of our office on May 16, 2017.

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

<u>Lucas Builders, Inc.</u>	<u></u>
<u>Saman Silva ~ President</u>	<u></u>
<u>Priscilla Moynier ~ VP/sec.</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

LUCAS BUILDERS, INC.

Company Name



Signature of Bidder

Priscilla Moynier, VP/Sec

Printed or Typed Signature

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC please see attached

NOTARY SEAL

Listed below are the names, address and telephone numbers for three (3) public agencies for which the bidder has performed similar work within the past two (2) years:

1. Please SEE Attached Project List

Name and Address of Public Agency

Name and Telephone No. of Project Manager:

Contract Amount

Type of Work

Date Completed

2.

Name and Address of Public Agency

Name and Telephone No. of Project Manager:

Contract Amount

Type of Work

Date Completed

3.

Name and Address of Public Agency

Name and Telephone No. of Project Manager:

Contract Amount

Type of Work

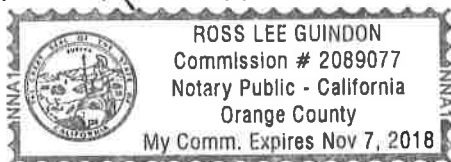
Date Completed

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

Subscribed and sworn to (or affirmed) before me on this 22ND
day of MAY, 2017, by _____
PRISCILLA MOYNIER

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature _____

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

4 Years Under current Lic No. & Name - 13 Yrs Under Lucas Builders, Inc.

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

<u>N/A</u>	<u></u>	<u></u>
Case Number	Bankruptcy Court	Date Filed

3. Was your firm in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes ☒ No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

<u>N/A</u>	<u></u>	<u></u>
Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☒ No

5. At any time in the last five (5) years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes ☒ No

If “yes,” explain on a separate page.

7. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

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

8. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

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

9. In the past five (5) years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

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

10. In the past five (5) years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

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

11. At any time during the past five (5) years, has any surety company made any payments on behalf of your firm as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

16. If your firm was required to pay a premium of more than one (1%) percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

% 2.5 - LBI is a DBE Company Bonded by the SBA

17. During the last five (5) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

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

☐ Yes ☒ No

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

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five (5) years?

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

☐ Yes ☒ No

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

20. Has there been more than one occasion during the last five (5) years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

☐ Yes ☒ No

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

21. During the last five (5) years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

Lucas Builders, Inc.

as PRINCIPAL, and

United States Fire Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of

\$ 10% of Total Amount Bid _____

\$ 10% of Total Amount Bid _____ THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled

" Lagos De Moreno Park Upgrades

CIP Project No. 7929

"For which bids are to be opened in the Council Chambers of the City Hall of said City at

2:00 PM on May 22, 2017

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day
of _____

May , 20 17 .

Lucas Builders, Inc.

Principal Surety--

By:

By: Priscilla Maynier Priscilla Maynier
VP/sec.

United States Fire Insurance Company

Surety

Ryan Tash, Attorney-In-Fact

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 _____)
)

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

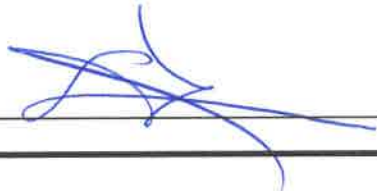
On May 10, 2017 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
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)



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

03694429818

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

A.R.R.

Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

(Notary Public)

Sonia Scala

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of May 2017

UNITED STATES FIRE INSURANCE COMPANY

A. Wright

Al Wright, Senior Vice President



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE)

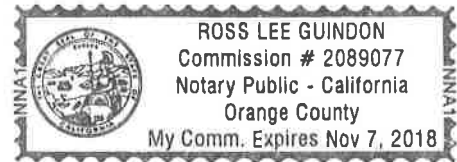
On MAY 22ND, 2017 before me, ROSS LEE GUINDON, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared PRISCILLA MOYNIER,
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)





**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



982296

CORP

LUCAS BUILDERS INC

A B C10

03/31/2019

www.csib.ca.gov



Legal Name	Registration Number	County	City	Registration Date	Expiration Date
LUCAS BUILDERS, INC	1000004271	ORANGE	FULLERTON	06/30/2016	06/30/2017



PROJECT LIST

REV 2017.02.18

Project Name & Location Scope of Work	Contract Value	Owner	Client	Contact Name & Phone	Year Completed	LBI Contact
Ganahl Lumber Costa Mesa Install 500 of Shoring (beam and plates) to protect slope	\$ 135,000.00	Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601	Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601	Mr. Yermi Alade (949) 466-8979	Jan-17	Sam Silva Mark Stewart
Tracks At Brea, Seg 2 & 3 Restroom & Plaza Installation of Bike Path, Removal of 20000 of Contaminated Soil Construction of Curb & Gutter, Restrooms, Electrical, Workout/Play Area	\$ 2,455,433.02	City of Brea 1 Civic Center Circle Brea, CA 92821	City of Brea 1 Civic Center Circle Brea, CA 92821	Robert E. Jones (949) 476-2246	Jun-17	Sam Silva Jason Scott
Westside Purple Line Extension Project, Section 1 City of Beverly Hills Installation of Sound Barrier Walls	\$ 989,000.60	Exposition Metro Line Const. Auth. 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska-Traylor-Shea, JV 1995 Agua Mansa Road Riverside, CA 92509	Chris Booze (213) 808-7113	Mar-17	Sam Silva Jason Scott
Betty Way Sewer Construction CIP 1701 Install 256' of New 8" Sewer, 250' of 6" Lats and 1 MH	\$ 98,000.00	City of West Hollywood 8300 Santa Monica West Hollywood, CA 90069	City of West Hollywood 8300 Santa Monica West Hollywood, CA 90069	Mr. Donn Uyeno (323) 848-6457	Feb-17	Sam Silva Mark Stewart
Willake Street SD Rehab Rehab 18" & 24" by sliplining with HDPE	\$ 34,350.00	City of Pico Rivera 6615 Passons Blvd Pico Rivera, CA 90660	City of Pico Rivera 6615 Passons Blvd Pico Rivera, CA 90660	Mr. Gabriel Gomez (562) 401-4221	Aug-15	Sam Silva
Walnut Creek Nature Park Site Improvements Plans Remodel Park Building, New Roof, Wood Deck Construction, Landscape Construction New Ped Bridge, New Playground, CCTV, Concrete Work	\$ 795,000.00	City of Baldwin Park DPW 14403 E. Pacific Ave Baldwin Park, CA 91706	City of Baldwin Park DPW 14403 E. Pacific Ave Baldwin Park, CA 91706	Mr. David Lopez (626)-806-7468	Feb-17	Sam Silva Mark Stewart
6th Street Via Duct Replacement Project - Line 137 Relocation Install 24 Tie-back, H-pile Shoring, Relocate 72" SD, Install 98' 48" RCP Bypass SD, and excavate 1500 CY in 60 days	\$ 1,160,790.00	City of Los Angeles 1148 S. Broadway, Ste 300 Los Angeles, Ca 90015	Skanska-Stacy and Witbeck JV 1995 Agua Mansa Road Riverside, CA 92509	Mr. Ryan Edwards 801-882-9718	Nov-16	Sam Silva Mark Stewart
Hacienda Drive - Water Main Replacement, Project 1-W-14 Installation of +/- 750 LF of 8" DIP, Valves, Reducers, Hydrants Remove Ex. Valve Assembly, Paving	\$ 299,390.00	City of La Habra 201 E. La Habra Blvd. La Habra, CA 90631	City of La Habra 201 E. La Habra Blvd. La Habra, CA 90631	Mr. Eddie Chan, P.E. (562) 383-4158	Aug-16	Sam Silva
Crenshaw / LAX Transit Corridor Los Angeles, CA Excavation for Site Conduit & Ductbanks	\$ 267,080.00	LA County Metropolitan Trans. Auth. One Gateway Plaza, 8th Floor Los Angeles, CA 90012	Neal Electric Corporation 13101 Kirkham Way Poway, CA 92064	Mr. Mike Holton (562) 868-0470	Jun-17	Sam Silva



PROJECT LIST

REV 2017.02.18

Project Name & Location Scope of Work	Contract Value	Owner	Client	Contact Name & Phone	Year Completed	LBI Contact
Jungle Nursery Recycled Water Service El Segundo, CA Construction of Jungle Nursery Recycled Water Service	\$ 30,500.00	West Basin Municipal Water District 17140 S. Avalon Blvd. Suite 210 Carson, CA 90746	West Basin Municipal Water District 17140 S. Avalon Blvd. Suite 210 Carson, CA 90746	Ms. Veronica Govea 310-660-6269	Jan-16	Sam Silva
St. James Catholic School Recycled Water Irrigation System Torrance, CA Construction of St. James Catholic School Recycled Water Irrigation System	\$ 43,950.00	West Basin Municipal Water District 17140 S. Avalon Blvd. Suite 210 Carson, CA 90746	West Basin Municipal Water District 17140 S. Avalon Blvd. Suite 210 Carson, CA 90746	Ms. Veronica Govea 310-660-6269	Feb-16	Sam Silva
Pico Rivera City Yard Street Sweeper Transfer Station Pico Rivera, CA +/-350 LF 2" Copper Water w/ BF Preventer, 400LF of 2" PVC Conduit Construction Transfer Station w/5' High Perimeter Wall, Paving	\$ 164,500.00	City of Pico Rivera 6615 Passions Blvd Pico Rivera, CA 90660	City of Pico Rivera 6615 Passions Blvd Pico Rivera, CA 90660	Ana Ananda 562-801-4221	Dec-15	Sam Silva
Westside Purple Line Extension Project, Section 1 No. Hollywood, CA Installation of Sound Barrier Walls	\$ 965,558.60	Exposition Metro Line Const. Auth., 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska-Traylor-Shea JV 1995 Agua Mansa Road Riverside, CA 92509	Chris Booze (213) 808-7113	Aug-16	Sam Silva
Crenshaw / LAX Transit Corridor Los Angeles, CA Install +/- 3325 LF 6"-18" HDPE, +/-1700 LF 12"-24" RCP, JS, CB, Base Pave, Concrete Collar, Demo Existing SD	\$ 971,099.25	LA County Metropolitan Trans. Auth., One Gateway Plaza, 8th Floor Los Angeles, CA 90012	Walsh / Shea Constructors 9323 Bellanca Avenue Los Angeles, CA 90045	Jeff Heck 312-735-1316	Dec-15	Sam Silva
PW13-14 Sewer Main Improvement El Segundo, CA Remove +/- 3600 LF of Existing 8"-12" VCP & Construct New 10-15" VCP Construct +/- 40 LF 18" RCP SD, Traffic Control, MH, CB, CCTV	\$ 1,221,255.00	City of El Segundo 350 Main Street El Segundo, CA 90245-3895	City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Mr. Lifan Xu (310) 524-2368	Dec-15	Sam Silva
Exposition LRT Phase 2 - Bikeway Project Santa Monica, CA Installation of Electrical and Telephone Conduits, Storm Drain	\$ 885,109.18	Exposition Metro Line Const. Auth., 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska Rados Expo2 JV 11390 W. Olympic Blvd., Ste. 300 Los Angeles, CA 90064	Mr. Geoff Bender (213) 393-0649	May-15	Sam Silva
Downey-Bellflower Trunk Sewer Rehabilitation Phase 2 Downey-Bellflower, CA Rehabilitation of 5185 LF of existing 33" RCP by sliplining 28" FRP Liner Pipe Rehabilitation of existing structures & manholes, Removal of Hazardous Waste	\$ 1,427,835.00	LACSD 1955 Workman Mill Road Whittier, CA 90601	LACSD 1955 Workman Mill Road Whittier, CA 90601	Mr. Alex Manch 562-699-7411	Sep-15	Sam Silva



PROJECT LIST

REV 2017.02.18

Project Name & Location Scope of Work	Contract Value	Owner	Client	Contact Name & Phone	Year Completed	LBI Contact
Insituform-Culver City Emergency Culver City, CA Install 5 LF of 15" in Culver Wash	\$ 41,000.00	City of Culver City 9770 Culver Boulevard Culver City, 90232	Insituform Technologies, LLC 1400 E. Orangefhorpe Avenue Fullerton, CA 92831	Mr. Seth Ganesan (714) 278-1900	Sep-14	Sam Silva
WAR River Supply Conduit Improvement Upper Reach No. Hollywood, CA Install Sound Walls, Piles	\$ 862,000.00	City of LA - DWP 111 N. Hope Street Los Angeles, CA 90012	W.A. Rasic Construction Co., Inc. 4150 Long Beach Blvd. Long Beach, CA 90807	Mr. Ryan Plunk (562) 928-6111	1-Dec	Sam Silva
Westside Subway Extension Advanced Utility Relocation-Fairfax Los Angeles, CA Install Sound Walls, Piles, Slurry Backfill	\$ 1,187,213.50	Exposition Metro Line Const. Auth. 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	W.A. Rasic Construction Co., Inc. 4150 Long Beach Blvd. Long Beach, CA 90807	Mr. Ryan Plunk (562) 928-6111	Jan-15	Sam Silva
Long Beach Pumping Plant Long Beach, CA Install FRP in 60 lf of 66" pipe @ Long Beach Pumping plant	\$ 112,000.00	LACSD 1955 Workman Mill Road Whittier, CA 90601	Steve P. Rados, Inc. 1238 W. 16th Street Long Beach CA, 90813	Mr. Kyle Cushman (562) 432-7799	Jun-15	Sam Silva
North Hollywood Station West Entrance North Hollywood, CA Pothole for Utilities, Deep Pile Line Trench on Bus Pad/Sidewalk Demo Existing Yard Office	\$ 57,170.34	Exposition Metro Line Const. Auth. 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska, USA Civil West CA 1995 Agua Mansa Road Riverside, CA 92509	Mr. Alex Gonzalez (951) 684-5360	Jun-14	Sam Silva
District 5 Interceptor Trunk Sewer, Section 2A Rehabilitation Torrance, CA Construction IS 1, JS 2, MH 470, 469, 465, 464, 468, MH B, Installation of 10" Sewer Installation of 240 LF of 56" FRP in existing 66" sewer. Depth of 36' & heavy traffic	\$ 2,400,000.00	LACSD 1955 Workman Mill Road Whittier, CA 90601	Insituform Technologies, LLC 1400 E. Orangefhorpe Avenue Fullerton, CA 92831	Mr. Alex Manesh 562-699-7411	Aug-15	Sam Silva
Exposition LRT Phase 2 - Electrical Conduit Santa Monica, CA Installation of Electrical and Telephone Conduits	\$ 1,129,778.75	Exposition Metro Line Const. Auth. 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska Rados Expo2 JV 11390 W. Olympic Blvd., Ste. 300 Los Angeles, CA 90064	Mr. Geoff Bender (213) 393-0649	Jan-15	Sam Silva
Exposition LRT Phase 2 - Drainage Santa Monica, CA Installation of 22,000 LF of 6"-12" Underdrain Pipe & 300 LF of 36" Storm Drain	\$ 800,397.32	Exposition Metro Line Const. Auth. 707 Wilshire Blvd., 34th Floor Los Angeles, CA 90017	Skanska Rados Expo2 JV 11390 W. Olympic Blvd., Ste. 300 Los Angeles, CA 90064	Mr. Rick Weiden (310) 500-8414	Oct-14	Sam Silva
Avenida Colombo Storm Drain Extension San Clemente, CA Installation of 24" ADS Storm Drain on Steep Slope with Dissipating Structure	\$ 103,000.00	City of San Clemente 910 Calle Negocio, Ste. 100 San Clemente, CA 92673	City of San Clemente 910 Calle Negocio, Ste. 100 San Clemente, CA 92673	Amir Ikhanipour (949) 361-6140	Jan-14	Sam Silva



PROJECT LIST

REV 2017.02.18

Project Name & Location Scope of Work	Contract Value	Owner	Client	Contact Name & Phone	Year Completed	LBI Contact
Riverside RWQCP Phase I Expansion Riverside, CA Emergency Repair of 24" Clarifier Pipe	\$ 3,941.00	City of Riverside 3900 Main Street Riverside, CA 92501	PCL 5940 Acorn Street Riverside, CA 92054	Mr. Hector Hernandez (909) 927-7687	2013	Sam Silva
CIPP Montebello, CA Installation of 8"-12" CIPP	\$ 32,670.00	Sebastian Waterworks PO Box 3735 Montebello, CA 90640	Sebastian Waterworks PO Box 3735 Montebello, CA 90640	Mr. Joe Diaz (213) 792-7032	2013	Sam Silva
Kalanía Interceptor Sewer, Phase 2 Hilo, Hawaii Provided Logistical support Project Management Provided Equipment - Sliplining, Winches, Bypass, Pipe, Valves, Ects Sewer Bypass - 13 MGD with 10" pipe	\$ 515,000.00	County of Hawaii 101 Pauahi Street, Suite 7 Hilo, HI 96720	Isemoto Contracting Co., Ltd. 648 Pilihi Street Hilo, Hawaii, 96720-4613	Mr. Jason Tagawa (808) 935-7194	2013	Sam Silva
FEAP 572: Torrance City Yard Improvements Torrance, California Construction Street Sweeper Transfer Station Below ground storm water filtration system and storm drain pipe Storm water collection system with bioswales and SD Inserts 10" sewer and water metering system	\$ 589,000.00	City of Torrance Public Works Department 20500 Madrona Ave. Torrance, CA 90503	City of Torrance Public Works Department 20500 Madrona Ave. Torrance, CA 90503	Mr. John Dettie (310) 618-3059	2011	Sam Silva Hector Hernandez
Hooper Avenue - Compton Creek Trunk Sewer Rehab. MH 28 & 29 Compton, California Installation of 160 LF of 12" CIPP in junction structure with four barrels Installation of new T-Lock in vault, reconstruction of vault lid Sewer Bypass/Diversion	\$ 279,000.00	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier CA 90601	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier CA 90601	Ms. Polly Wong (562) 908-4288	2011	Sam Silva
SR 71 & Mission Blvd Pomona, California Sewer Bypass - 7 MGD using Victaulic CIPP - 3000 LF of 21" RCP Sewer, 2000 LF of 18" RCP Sewer Sewer Cleaning and CCTV	\$ 804,578.00	City Of Pomona 505 South Garey Avenue Pomona, California 91766	Riverside Construction Company, Inc. 111 N. Main Street Riverside, CA 92501	Mr. Vince Almarino (951) 682-8308	2010	Sam Silva Mark Stewart Hector Hernandez
T-1 Vault Upgrades Torrance, California Construction of new 24" pipe and valves and metering station Construction of new vault for water metering station	\$ 389,000.00	City of Torrance 20500 Madrona Ave. Torrance CA 90503	City of Torrance 20500 Madrona Ave. Torrance CA 90503	Mr. Emanuel Martin (310) 618-3069	2010	Sam Silva



PROJECT LIST

REV 2017.02.18

Project Name & Location Scope of Work	Contract Value	Owner	Client	Contact Name & Phone	Year Completed	LBI Contact
CMP Replacement Program Date/Garfield - Contract 6607 Carlsbad, California Installation of CVP Collars	\$ 7,500.00	City of Carlsbad 1635 Faraday Avenue Carlsbad, CA 92005	City of Carlsbad 1635 Faraday Avenue Carlsbad, CA 92005	Ms. Sherri L. Howard (760) 931-2197	2010	Sam Silva
Euclid / Wilshire Storm Drain Improvements Fullerton, California Installation of 1200 LF of 18" RCP storm drain and manholes	\$ 107,000.00	City of Fullerton Engineering Dept. 303 West Commonwealth Ave. Fullerton, CA 92832	City of Fullerton Engineering Dept. 303 West Commonwealth Ave. Fullerton, CA 92832	Ms. Karen Kobayashi (714) 738-6867	2010	Sam Silva
NOS Rehabilitation - Siphon to LCIS Junction Structure Los Angeles, California Rehabilitation of 7 manholes with Citadel Epoxy Coating	\$ 79,000.00	City of Los Angeles Wastewater Conveyance Const. Div. 1149 S. Broadway, Los Angeles, CA 90015	Colich & Sons / JR Pipeline, JV 6000 W Jefferson Blvd. Los Angeles, CA 90016	Mr. Richard Louie (213) 485-5456	2010	Sam Silva
West Basin Office Upgrades Carson, California Construction of warehouse and T-1 Improvements	\$ 75,000.00	West Basin Municipal Water District 17140 S. Avalon Boulevard Carson, CA 90746	RRM Design Group 232 Avenida Fabricante, Ste. 112 San Clemente, CA 92672	Mr. David Chacon (949) 361-7950	2010	Sam Silva
SAWPA - SARI Reach IV-D - Mission Tunnel Rehabilitation Rubidoux, California Stopping infiltration of 4000 LF of 48" SAWPA Reach IV Tunnel by chemical grout injection. Removal of mineral deposits throughout, miscellaneous T-LOCK repair	\$ 119,000.00	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503	Mr. David Ruhl, P.E. (951) 682-8308	2009	Sam Silva Hector Hernandez
Emergency Sewer Repair: Chapman (Orange) Orange, California Emergency Sewer Repair - approximately 100 LF of 8" sewer on Metro r/w Sewer Bypass - 2 MGD using lay flats & pumps	\$ 30,198.00	METRO One Gateway Plaza Los Angeles, CA 90012	Herzog Contracting Corp. 1750 S. Douglas, Building B Anaheim, CA 92806	Mr. Deron Haptonstall (714) 938-0977	2009	Sam Silva
Joint Outfall "E" Compton, California Rehabilitation of Sewer Manholes with T-lock and Linabond Sewer Bypass - 25 MGD using 12" pumps and 12" HDPE Installation of 300 LF of 36" RCP	\$ 295,000.00	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier, CA 90601	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier, CA 90601	Mr. Alex Manesh (310) 830-8050	2009	Sam Silva
Four Mile Creek Sewer Rehabilitation Henrico, VA Construction of Junction Chambers on 72" PCCP Sewer with T-LOCK liner	\$ 185,000.00	County of Henrico 10401 Woodman Road Glen Allen, VA	County of Henrico 10401 Woodman Road Glen Allen, VA	Mr. Frank Toth 804-727-8724	2008	Sam Silva

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 2017 ("Effective Date"), by and between **Lucas Builders, Inc., a Corporation** (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to the Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of **Laurel Elementary Magnet School / Lagos de Moreno Park Upgrades CIP PROJECT No. 7929**.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY AND CONTRACTOR hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of **Laurel Elementary Magnet School / Lagos de Moreno Park Upgrades CIP PROJECT No. 7929** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. **CONTRACT PRICE AND PAYMENT:** As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated **May 22, 2017**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

At the written request and expense of CONTRACTOR, securities equivalent to any moneys withheld by the CITY to ensure performance under this Agreement shall be deposited with the CITY, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR. Alternatively, CONTRACTOR may request that the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for securities deposited by CONTRACTOR.

Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this Section. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit,

interest-bearing demand deposit accounts, standby letters of credit, or any other security to which CONTRACTOR and the CITY mutually agree in writing. CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If CONTRACTOR elects to receive interest on moneys withheld in retention by the CITY, it shall, at the request of any subcontractor performing more than five percent (5%) of CONTRACTOR's total Proposal, make that option available to the subcontractor regarding any moneys withheld in retention by CONTRACTOR from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

3. **CUSTOMER CARE:** CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

4. **INCORPORATED DOCUMENTS:** The documents referenced in Section 1, above, the Resolution and Notice Inviting Bids attached hereto, and Instructions to Bidders, and attachments thereto, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Contract is intended to require a complete and finished piece of work, and the CONTRACTOR shall perform all work necessary to properly complete the work and the Project in accordance with all applicable local, State, and federal regulations, laws and statutes, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this written agreement shall control.

5. **TERM OF CONTRACT:** CONTRACTOR agrees to complete the Project and all of the work within 120 working days from the date of the Letter of Award of this Contract ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of \$1,000.00 for each calendar day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

6. **INSURANCE:** CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

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

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

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

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

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

(3) Owner’s and CONTRACTOR’s Protective (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(4) Other required insurance, endorsement or exclusions as required by the plans and specifications.

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

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

- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

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

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees attorneys and agents, and any other parties including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
- (7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;
- (8) Specify that the insurer waives all rights of subrogation against the named additional insureds;
- (9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits; and
- (10) Otherwise be in form satisfactory to CITY.

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

CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

7. LABOR CODE COMPLIANCE:

a. CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code §1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

d. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the CITY of the location of the records.

e. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each

subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

9. ANTI-TRUST CLAIMS: In entering into this Agreement, CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR without further action or acknowledgment by the parties.

10. TRENCHING AND EXCAVATIONS: If the Project involves trenching more than four (4) feet deep, CONTRACTOR shall promptly and before the following conditions are disturbed notify the CITY in writing of any: material that CONTRACTOR believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with

provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The CITY shall investigate the conditions, and if the CITY finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY shall issue a change order.

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

11. UTILITIES: The CITY acknowledges its responsibilities under Government Code section 4215 concerning existing utilities and that section is incorporated herein by this reference.

12. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are CONTRACTOR's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the CITY. Prior to commencement of work on the Project, CONTRACTOR, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

- a . The CONTRACTOR will defend any action or actions filed in connection with any Claim(s) and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.
- b . The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or CITY as a result of any Claim(s) hereunder, and the CONTRACTOR agrees to indemnify and save and hold the CITY harmless therefrom.
- c . In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of this Contract, as shall be considered necessary by CITY, may be retained by CITY until CONTRACTOR has satisfied its indemnity obligations under this Section.

14. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the CITY's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and CONTRACTOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony

involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

16. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To CONTRACTOR:

17. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

18. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

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

20. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such

payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date set forth above.

CONTRACTOR _____

State of California

Contractor License No. _____

By: _____ By: _____

Title: _____ Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 06/06/2017
SUBJECT: Approval of the Fiscal Year 2017-18 Appropriations Limit

RECOMMENDATION

Adopt the attached resolution approving the Fiscal Year 2017-18 Appropriations Limit.

BACKGROUND/DISCUSSION

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the “Gann Initiative.” The Proposition created Article XIII B of the State Constitution placing various limits on the appropriations of state and local governments. The law requires the governing body of each local jurisdiction to establish annually by resolution, the Appropriations Limit for the upcoming year. In effect, the law requires that expenditures subject to the limit cannot exceed the prior year’s expenditures after adjusting for inflation and population changes.

In June 1990, Proposition 111 was enacted which modified the formula to allow the Appropriations Limit to be more responsive to local growth issues. Prop. 111 allowed the City of Brea to modify its limit to take into consideration the change in the County or City population, whichever is greater.

The Appropriations Limit applies to all taxes levied by and for a municipality. In addition, user fees are excluded from the formula. The Appropriations Limit also excludes the following activities: Successor Agency to the Brea Redevelopment Agency Funds, Enterprise Funds, certain Capital Improvement Funds, and funds received from special assessment districts.

Brea’s appropriations that are “subject to the limit” have traditionally been much lower than required by Article XIII B. This year’s Appropriations Limit has been calculated to be \$92,782,312. Revenues subject to the Appropriations Limit are \$40,486,266 resulting in a favorable gap of \$52,296,046.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this staff report at its regular meeting held on May 30, 2017, and recommended the resolution be forwarded to Council for approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with establishing the Appropriations Limit.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution 2017-050

RESOLUTION NO. 2017-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA DETERMINING AND APPROVING DESIGNATED INFLATION FACTORS AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-18

A. RECITALS:

(i) The voters of California, on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of state and local governments.

(ii) Pursuant to Article XIII B and Section 7910 of the State Government Code, Brea must adopt an annual appropriations limit.

(iii) The documentation used in the determination of the appropriations limit set forth below has been available to the public as required by law.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. Selects the California per capita personal income and the greater of the County or City population increase as allowable inflation factors.

2. Approves the following as the Appropriations Limit for Fiscal Year 2017-18 at \$92,782,312 as shown in attached Exhibit A.

3. Declare that the appropriations of the City of Brea for Fiscal Year 2017-18 that are subject to the limitation do not exceed the limitation.

APPROVED AND ADOPTED this 6th day of June, 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 adopted at a regular meeting of the City Council of the City of Brea, held on the 6th day of June, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED June 6, 2017

Lillian Harris-Neal, City Clerk

EXHIBIT A

2017-18 APPROPRIATION LIMIT CALCULATION

2017-18 APPROPRIATIONS LIMITATION:

2016-17 Limitation: \$88,253,748

Annual adjustment factors:

Population increase (for City of Brea)	1.39%		1.0139
Inflation change (California Personal Income	3.69%	x	<u>1.0369</u>
Combining adjustment factors			1.051313

2017-18 Limitation **\$92,782,312**

APPROPRIATIONS SUBJECT TO LIMITATION AND APPROPRIATIONS MARGIN:

Budget appropriation 2017-18 \$67,445,090

Add Interest Earnings 1,189,520

Less exclusions:

Non-proceeds of taxes (28,148,344)

Other -

Total exclusions (28,148,344)

Total appropriations subject to limitation **\$40,486,266**

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Professional Services Agreement with CPSI for Right-of-Way Acquisition Services for SR-57 / Lambert Road Interchange Improvements, Project 7251

RECOMMENDATION

Approve Professional Services Agreement (PSA) with CPSI in the amount of \$110,500 plus \$22,100 (20%) contingency; totaling \$132,600.

BACKGROUND/DISCUSSION

The SR-57 & Lambert Road Interchange Improvements ("Project") will add a northbound loop on-ramp & realign northbound off-ramp; widen southbound ramps and bridge over the railroad; convert southbound exit ramp to a two (2) lane exit and widen Lambert Road from west State College. The Project will be completed in four (4) construction phases due to construction funding constraints. Phase 1 construction will add the northbound loop on-ramp & realign northbound off-ramp and modify the existing northbound on-ramp north of Lambert Road (East of SR-57). Phase 2 will convert the southbound off-ramp to a two (2) lane exit. Phase 3 will widen the southbound on-ramp and bridge over the railroad. This phase will also widen Lambert Road west of the southbound ramps. The final Phase 4 includes widening of Lambert Road and SR-57 bridge modification on the east side of the freeway, which is part of the Caltrans/OCTA Truck Climbing Lane Project.

Since the design of Phase 1 is substantially complete, staff is now ready to begin the Right-of-Way (ROW) acquisition phase. ROW acquisition for the project will involve a full take and several partial takes. The construction of Phase 1 will require the full acquisition of the existing Carwash on Lambert Road, including partial acquisitions with the adjacent properties east of the Carwash and Olen Point property on the north side of Lambert Road. Phases 2 and 3 construction also require ROW acquisitions. However, all parcels affected in Phases 2 and 3 are owned by the City and OCTA. No ROW take is necessary for Phase 4 construction, other than some potential utility relocations. Preparation of documents (i.e. plat maps) of City's and OCTA's parcel to accommodate the Lambert Road widening west of the southbound ramps are also included in CPSI's proposal (see Attachment A).

In October 2015, the City applied for ROW grant funds through OCTA's Freeway/Arterial Street Transition (FAST) under the Regional Capacity Program (RCP), which was awarded to the City in 2016. On November 21 2016, staff issued a Request for Proposals (RFP) for ROW Property Acquisition Services for the Project. On January 5, 2017, staff received seven (7) proposals with associated costs from the following consultants:

Consultant's Name	Cost Proposal
CPSI	\$110,500
Bender, Rosenthal, Inc.	\$203,420
Paragon Partners, Ltd.	\$87,085
Interwest Consulting Group	\$526,052
Overland, Pacific & Cutler, Inc.	\$123,850
Epic Land Solutions, Inc.	\$199,870
Stadia Reality, Inc.	\$631,081

The proposals were reviewed and rated based on the firms' relevant ROW property acquisition experience, understanding of the scope of work, qualifications of proposed project team, work schedule and cost effectiveness. Copies of the proposals are on file in the Office of the City Engineer.

Even though CPSI's cost proposal was approximately \$23,400 higher than Paragon Partners, Ltd's proposal, CPSI proposal was ranked higher based on the aforementioned rating criteria. Furthermore, CPSI provided a more detailed approach (project specific) and solutions to reduce ROW costs and acquisition timeline. Moreover, CPSI has successfully completed similar ROW Property Acquisitions for the cities of Ontario, Anaheim, Santa Ana, Rancho Mirage, and San Juan Capistrano. Therefore, based on staff evaluation of the proposals and the need to complete the ROW property acquisition, staff is recommending that a PSA for the ROW Acquisition Scope of Work be approved for CPSI.

Since construction funding for Phase I has not been fully secured, CPSI will complete all of the necessary tasks to acquire said properties as part of their scope-of-work, but purchase/easement agreements would not be brought forward for City Council approval until such time construction funding is reasonably anticipated.

If approved, CPSI is prepared to start the ROW acquisition of the Project following issuance of a Notice to Proceed. Staff is anticipating that the ROW acquisition will be completed in June 2018. The current estimated overall ROW cost is approximately \$15 million.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 30, 2017 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The amount budgeted for ROW in the Seven-Year Capital Improvement Program (CIP) is \$14,929,200. CPSI's proposal with a recommended 20% contingency is \$132,600. The total budget allocated for ROW services was estimated at \$500,000 in FY 2016-17 budget. Therefore, there are sufficient funds allocated for the ROW PSA with CPSI. Below is the summary of ROW budget by Fiscal Year and Funding Source. There is no fiscal impact to the General Fund.

Funding Sources	Fiscal Year 2016-17	Fiscal Year 2017-18	Total
OCTA Grant	\$500,000	\$5,429,200	\$5,929,200
State Grant		*\$9,000,000	\$9,000,000
Total	\$500,000	14,429,200	\$14,929,200

*This grant is currently allocated in FY 2019-20 in the State Transportation Improvement Program (STIP). However, a request to advance these funds is allowed with the approval of California Transportation Commission (CTC). Should the request to advance the funds is unsuccessful and funds are needed to complete the ROW acquisitions, there are available funds in the Traffic Impact Fees (Fund 540) to cover any shortfall and the STIP funding will be reprogrammed for construction.

The design of Phase 1 construction for the Project is now significantly complete. In order to construct the Phase 1 improvements, ROW acquisitions of the Carwash parcel (Full take), and partial take of the surrounding parcels on Lambert Road must be acquired. The City issued an RFP for ROW services in November 2016. From the seven (7) proposals received, CPSI submitted the most comprehensive proposal in the amount of \$110,500. Additionally, due to various uncertainties with the acquisition process with respect to property negotiations, staff is recommending a 20% contingency within the PSA. Therefore, based on the high rating of CPSI's proposal, staff is recommending the City Council consider approving a PSA (Attachment A) with CPSI to complete the ROW Property Acquisition for the Project in the amount of \$132,600.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

Concurrence: Steve Kooyman, P.E., City Engineer, Tony Olmos, P.E., Public Works Director

Attachments

Attachment A

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2017, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and CPSI (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the providing Right-of-Way Acquisition Services for the SR-57 / Lambert Road Interchange Project ("Project" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Project.

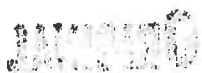
(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: The preparation of Right-of-Way Acquisition Documents described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and



documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at city council meetings, as set forth in Schedule Control of Exhibit "B" hereto, and as depicted within the Project Schedule as Attachment "A".

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Attachment "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2 (b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of one hundred ten thousand five hundred dollars and no cents (\$110,500.00) for the performance of the services required hereunder, plus a contingency of 20% in the amount of twenty-two thousand, one hundred dollars and no cents (\$22,100.00). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "B". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibits "A" and "B" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any

laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Steve Kooyman, P.E., City Engineer
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Marcella Jorgensen, CEO
26070 Towne Centre Drive, Suite 150
Foothill Ranch, CA 92610

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and no cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or

replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
 - (ii) \$2,000,000 (Two Million Dollars) for property damage;
 - (iii) The total of the limits specified in subsections (i) and (ii),
- above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be

subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of zero dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have

no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied

herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

Marcell A Jorgensen
NC Kent Jorgensen
(two signatures required if corporation)

CITY

Mayor

ATTEST:

City Clerk

EXHIBIT "A"



Right-Of-Way Property Acquisition for SR-57/Lambert PROJECT 7251

ADDENDUM NUMBER 01

December 21, 2016

Notice To All Proposers:

A. QUESTIONS AND RESPONSES

1. Question: What do you consider full-time for the Project Manager under “General Conditions”, 1) a) on page 30? How many hours per week?

Answer: A full time Project Manager should be assigned to the project with sufficient hours to properly manage the work for which is being proposed. The hours per week depends on the level of project management needed to properly manage the proposed work.

2. Question: Are cost estimates required since the City is currently in the acquisition stage?

Answer: Yes

3. Question: Will Phase I or IIs be required for TCEs?

Answer: Assume phase 1 & 2 will be required for TCE. Please note, phase 2 was already performed on the carwash/gas station located on the S/E corner of Lambert Road & the 57 Freeway.

4. Question: Page 36 - d) states: Coordinating with utility companies and performing the field verification and surveying of existing utilities. Do the utility coordinator efforts include coordinating potholing to positively identify utilities? Do we have an estimate for the number of potholes for the purpose of this proposal?

Answer: No & Not Applicable

5. Question: What work has been accomplished during the PS&E Phase for utilities?

Answer: Our design consultant has completed 65% Plans & Specs which includes various utility information, locations, sizes, etc.

6. Question: What work has been accomplished during the PS&E Phase for Right of Way engineering

Answer: Maps & Exhibits prepared by Parsons and RBF.

7. Question: Are there any partial acquisition impacts on the apartment complex, APN 320-1010-10?

Answer: No

8. Question: Has it been determined if the Auto Spa tenant requires relocation?

Answer: No

9. Question: Can the City confirm that both the permanent and temporary easements will be transacted through an Escrow?

Answer: Yes

10. Question: Please confirm that the full take acquisition is to be completed no later than 12-2017.

Answer: The full take is anticipated to be completed by the end of 2017, however this anticipated completion date could extend into 2018 due to potential eminent domain proceedings.

11. Question: Have any off-site temporary parking areas been identified for impacted properties?

Answer: No

12. Question: Please provide estimated length of project construction and related TCE's

Answer: Phase 1 – Construction - 1 year, TCE's – One and one half years.

13. Question: Since the design is under process by another consultant, what are the extents of utility coordination for this proposal?

Answer: All utility coordination will be performed by Parsons (designer)

14. Question: Does the consultant for this proposal need to verify utility locations for the design phase?

Answer: No.

15. Question: Is there any plan preparation part of utility coordination/modifications for this proposal?

Answer: No.

16. Question: We understand that the consultant shall follow Caltrans standard procedure for utility coordination. Is there any other requirement by the City of Brea or OCTA for utility coordination part of this proposal?

Answer: None.

17. Question: Even though the project DBE goal is 0, are we still required to submit form 10-O1 with our proposal?

Answer: Yes.

18. Question: Does the City want a TCE or workspace identified on the City-owned properties?

Answer: Yes; Not part of the scope at this time.

19. Question: Are appraisal and appraisal review services required as a part of the City's scope of work?

Answer: Yes.

20. Question: The Alt 7A Right of Way Requirement Map shows two entries for Acquisition No. 16 (for APN 320-101-10). Both are crossed off by hand in red ink and noted as "Not a Part". Considering the partial take of APN 320-101-10 would still be required in order to construct the Northbound Off-Ramp, can the City confirm the RFP requires 15 separate Acquisitions/Temporary Construction Easements, including a partial take of APN 320-101-10?

Answer: Pursuant to the right of way map attached to this RFP, there will be 10 private acquisitions/TCEs required for this project. There will be no partial take required for APN 320-101-10. All the public acquisitions/TCEs will be obtained by the City.

21. Question: Does the City wish for Phase I ESAs to cover only the portions of the parcels marked as green "Proposed Acquisition" in the Alt 7A Right of Way Requirement Map, or for the Phase I ESAs to also cover the portions of the parcels marked as purple "Proposed Temporary Construction Easement"?

Answer: Only for the green proposed acquisitions.

22. Question: Can the City provide copies of the Phase I/II ESA report conducted for the gas station located at APN 320-101-17?

Answer: Yes.

23. Question: Will the City be providing the Consultant with copies of current utilities maps?

Answer: Yes.

24. Question: Can the City clarify which permits are needed for Scope of Work 5(d)?

Answer: No anticipated known permits at this time. Do not include permit processing.

25. Question: Finally, can the City provide copies of any previous studies, investigations, or work performed in the project area?

Answer: The City will provide any and all available information on the project to the successful proposer.

26. Question: There appears to be a gas station/mini mart improved property located at the southeast quadrant. Will the ROW consultant be responsible for all clearance and demolition requirements along with relocation?

Answer: No.

27. Question: What are the specific relocation displacees impacted - business and residential?

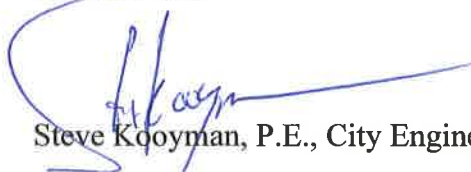
Answer: For the acquisition processing for the full take of parcel 320-101-17 (Carwash/Gas Station) there will be potential displacement of the business owner (tenant) of the property. The relocation property is unknown at this time. There is a current lease agreement between the owner and the tenant.

28. Question: Clarify that the proposal is due on Thursday, January 5, 2017.

Answer: To clarify, proposals are due on Thursday, January 5, 2017.

If you have any questions or need additional information, please contact the undersigned at (714) 990-7567

PUBLIC WORKS DEPARTMENT



Steve Kooyman, P.E., City Engineer

This is to acknowledge receipt and review of Addendum Number 1, dated December 21, 2016. It is understood that this document shall be incorporated in the RFP response.

CITY OF BRE A
Right-of-Way Property Acquisition November, 2016



CITY OF BRE A

**PUBLIC WORKS DEPARTMENT - ENGINEERING
DIVISION**

REQUEST FOR PROPOSALS (RFP)

**Professional Consulting Services
for**

**Right-of-Way Property Acquisition
SR-57/Lambert Road Interchange**

**Engineering Division
Public Works Department
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

Key RFP Dates

Issued:	November 21, 2016
Pre-Proposal Meeting	December 5, 2016
Written Questions:	December 12, 2016
Proposals Due:	January 5, 2017

CITY OF BREA
Right-of-Way Property Acquisition November, 2016

CITY OF BREA

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)

for
Right-of-Way Property Acquisition for
SR-57/Lambert Road Interchange

November 2016

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**Steve Kooyman, P.E.
City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

no later than 2:00 P. M. on Monday, January 5, 2017. An original plus two (2) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Right-of-Way Property Acquisition for

SR-57/Lambert Road Interchange." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Steve Kooyman, P.E.
City Engineer
Phone: 714-990-7657
Email: SteveK@cityofbrea.net**

CITY OF BREA
Right-of-Way Property Acquisition November, 2016

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SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. CITY CONTACT

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

Steve Kooyman, P.E.
City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle, Brea, CA 92821-5732
Phone: 714-990-7657, Fax: 714-990-2258
Email: SteveK@cityofbrea.net

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section E.2. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City **no later than 4:00 p.m. December 12, 2016.**
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Right-of-Way Property Acquisition for SR-57/Lambert Road Interchange RFP". City is not responsible for failure to respond to a request that has not been labeled as such.

- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail or Personal Courier:

Steve Kooyman, P.E., City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.

(2) Facsimile: Fax number is 714-990-2258.

(3) E-Mail: Steve Kooyman, P.E., City Engineer, e-mail address is SteveK@cityofbrea.net.

3. Consultant Project Manager - Contact Information

The requested services are for Right-of-Way Property Acquisition for SR-57/Lambert Road Interchange.” Some projects may include Federal-aid funds, thus federal provisions including DBE goal may apply. All “Prime Consultants” shall email their designated Project Manager’s name and contact information to the email address: **SteveK@cityofbrea.net**. This information may be made available to the DBE organizations and companies.

4. City Responses

Responses from the City will be posted on City’s website or e-mailed, no later than close of business on **December 21, 2016**.

To receive e-mail notification of City responses when they are posted on City’s website, firms must email their contact email addresses to SteveK@cityofbrea.net with the subject title “Email notifications for Right-of-Way Property Acquisition for SR-57/Lambert Road Interchange.””.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted at or before 2:00 p.m. on January 5, 2017.

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

2. Address

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Steve Kooyman, P.E.,
City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

3. Identification of Proposals

Offeror shall submit original plus two (2) copies and PDF (on CD or Flash Drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**“Right-of-Way Property Acquisition for
SR-57/Lambert Road Interchange”**

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. PROTEST PROCEDURES

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Steve Kooyman, P.E.
City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

I. FEE PROPOSAL

Submit a not-to-exceed fee proposal in a separate sealed envelope that includes a breakdown per task as outlined in Section V Scope of Services. In addition, provide a schedule of hourly rates that will be charged to perform specified services.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

J. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage

rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

K. INSURANCE REQUIREMENTS

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company licensed to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed seventy five (75) pages in length, including appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Steve Kooyman, P.E., City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Inspector and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

c. Detailed Work Plan

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

4. Fee Proposal

Submit a Not-To-Exceed Fee Proposal in a separate sealed envelope that includes a breakdown per task as outlined in Section V "Scope of Services"

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III

EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

SECTION IV
SAMPLE
PROFESSIONAL SERVICES AGREEMENT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2017, between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and _____ (hereinafter referred to as “CONSULTANT”),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of **Right-of-Way Property Acquisition SR-57/Lambert Road Interchange** (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY’s Planning Commission, City Council and staff in preparation of Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: The preparation of Right-of-Way Documents described in Exhibit “A” hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to

CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings and any other deliverables described within Exhibit “A” and “B” hereto.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits “A” and “B” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” and “B” to CITY within the time specified in Exhibit “B”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT’s sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT,

CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of _____ (\$000.00) for the performance of the services required hereunder, plus a contingency of _____ (\$000.00). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "B". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in

Exhibits “A” and “B” and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT’s proposal as set forth in Exhibit “B” hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit “B”. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit “A” hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT’s responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, “Written Product”) shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be “works made for hire”, and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY’s use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or

licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle

Consultant Address

Brea, CA 92821

Consultant Address

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

(3) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least Two Million Dollars and Zero Cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

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

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

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused

by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of Zero dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set

forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

(two signatures required if corporation)

CITY

Mayor

ATTEST:

City Clerk

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

RIGHT OF WAY AND PROPERTY MANAGEMENT SERVICES FOR

SR-57 / Lambert Road Interchange

Background/Introduction

The City of Brea (City) in cooperation with the California Department of Transportation District 12 (Caltrans), is proposing to improve the State Route 57 (SR-57)/Lambert Road interchange (Project). The project objectives are to maximize overall performance within the project limits and relieve congestion on Lambert Road and the interchange ramps. The proposed project would reduce the current congestion, increase signal queue capacity, and better accommodate anticipated traffic increases, thereby minimizing delays and potential safety hazards.

Currently the project is in the plans, specification & Engineers Estimate (PS & E) phase for the Modified Preferred Alternative 7A Interchange Design. In order to complete the 100% PS&E phase for the project the City State requires several partial takes from privately owned parcels, one full take, and several temporary construction easements. Therefore, this request for proposal (RFP) seeks proposals from qualified professional firms with experience in right-of-way acquisition.

Minimum Qualifications:

Consultant qualifications must demonstrate the minimum qualifications as established in the California Department of Transportation (Caltrans) Right of Way Manual which can be accessed at:
<http://www.dot.ca.gov/hq/row/rowman/manual/index.htm>.

The work is multifunctional and requires the separation of the appraisal, appraisal review and acquisition functions.

General Conditions:

1) Right of Way Project Management

- a) CONSULTANT shall provide a full time Project Manager and dedicated key staff experienced in right of way activities who will be responsible for the technical and administrative functions required to provide right of way services of assigned PROJECT.
- b) CITY will be responsible for right of way activities and services in accordance with applicable laws. CONSULTANT will be responsible to

provide support, as needed.

- c) CONSULTANT shall coordinate with CITY, and meet with relevant Agencies and parties regarding PROJECT to identify right of way issues, and/or to discuss project status, procedural issues, budget, and schedules.
- d) CONSULTANT shall attend PROJECT meetings, make public presentations to individuals and organizations and represent CITY in presentations and public hearing on all matters pertaining to the right of way process.
- e) CONSULTANT shall prepare, in a format acceptable to CITY, a monthly status report and submit the status report to CITY. If appropriate, and requested by CITY, the schedule and/or status report may require updating more frequently.
- f) CONSULTANT shall validate the PROJECT right of way cost estimate and prepare a cost estimate and firm budget for PROJECT right of way costs. The right of way PROJECT costs shall include an appropriate contingency amount for unknowns and proposed changes. Any proposed changes to right of way costs for PROJECT will be submitted to CITY for review and approval and evaluation. CONSULTANT will update the right of way cost estimate quarterly.
- g) CONSULTANT shall maintain a Quality Assurance/Quality Control (QA/QC) plan throughout term of the contract. The QA/QC plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, agreements and other documents submitted under assigned Scope of Work are complete, accurate, checked, and proofread to meet professional standard practice requirements, and to monitor work for conformance with the appropriate standards and policies.
- h) CONSULTANT shall prepare a Status of Parcels Report which includes status of schedule and budget of all parcels.
- i) All right of way activities shall be in accordance with the City's Property Acquisition Procedures and Federal, State and local regulations.

2) Acquisition and Negotiation

- a) CONSULTANT shall perform all acquisition and negotiation services in accordance with the Uniform Relocation and Real Property Acquisition Act of 1970 (Uniform Act); the California Relocation Assistance and Real Property Acquisition Guidelines; CITY's Property Acquisition Procedures and any other applicable regulations.
- b) CONSULTANT shall review design plans, construction plans, appraisal, appraisal maps, legal descriptions, and if necessary, environmental site assessments.

- c) CONSULTANT shall prepare and maintain a parcel negotiator's log (parcel diary) for each parcel.
- d) CONSULTANT shall prepare and develop the Informational Letter and deliver those letters to property owners upon review and approval of CITY. The City and its Counsel will prepare the Offer Letter.
- e) CONSULTANT shall prepare acquisition packages, including recommendation of amount of just compensation and negotiate with property owners. The CITY shall make the final determination of just compensation.
- f) CONSULTANT shall prepare a Relocation Plan, if necessary.
- g) As necessary, CONSULTANT shall prepare and develop a Real Estate Acquisition and Management Plan, which will encompass all phases of work necessary for the acquisition and delivery of right of way.
- h) CONSULTANT shall meet personally and present offers to each property owner and inform him or her of CITY's right of way acquisition process and coordinate meetings between the City and property owners as necessary.
- i) CONSULTANT shall maintain a Record of Negotiations documenting that all elements of the acquisition process and transactions were performed in accordance with applicable Federal, State, and local laws and regulations.
- j) CONSULTANT shall secure grantor's approval and signature on City's approved forms of documents and submit the documents to CITY for review and acceptance.
- k) CONSULTANT shall establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to CITY's policies and procedures.
- l) As may be required, CONSULTANT shall secure Agreements for Possession and Use, Right of Entries, and licenses or permits in the forms approved by the City from property owners for purposes of performing hazardous waste, archeological and other inspections. If needed.
- m) CONSULTANT shall provide support to CITY legal staff.
- n) Upon completion of the acquisition process for each property or property interest, or at PROJECT completion, CONSULTANT shall provide CITY with the original acquisition file. CONSULTANT is to be available on an "as needed" basis for audit purposes.
- o) CONSULTANT shall perform any other normal procedures and processes to implement the acquisition assignment and shall provide any other supporting information and/or correspondence required by CITY.

- p) CONSULTANT shall provide bilingual acquisition agents as needed.
- q) CONSULTANT shall prepare right of way cost estimates, as needed.
- r) CONSULTANT shall assist CITY in achieving California Department of Transportation (Caltrans) Right of Way Certification.
- s) CONSULTANT shall assist CITY in Eminent Domain Support if needed. If requested, CONSULTANT shall provide expert testimony in any court or administrative proceedings, and assist as required in legal matters as directed by CITY legal staff, especially in the litigation of cases for or against CITY, including but not limited to gathering of documents and information.

3) Relocation Assistance

- a) CONSULTANT shall perform all relocation assistance services in accordance with the Uniform Act, the California Relocation Assistance and Real Property Acquisition Guidelines, City's Property Acquisition Procedures and any other applicable regulations.
- b) CONSULTANT shall coordinate relocation assistance with CITY staff regarding the specific relocation assignment or work program.
- c) CONSULTANT shall meet personally with each prospective displacee to ascertain the nature and scope of relocation assistance required, to inform the displacees of their rights, and to explain the relocation process.
- d) CONSULTANT shall determine each displacee's eligibility for relocation assistance, prepare an estimated timeline for relocation, and prepare an estimate of the amount of relocation benefits to which each displacee is eligible.
- e) CONSULTANT shall prepare all applicable claim forms, secure claimant's signatures on claim forms, and submit forms to CITY for review, acceptance and payment.
- f) CONSULTANT shall conduct appropriate searches for relocation replacement sites and provide relocation site referrals to displacees.
- g) CONSULTANT shall personally inspect replacement dwellings and/or buildings and sites to determine if they meet decent, safe, and sanitary regulatory requirements.
- h) Where appropriate, CONSULTANT shall advise displacees of available economic assistance and social services; and provide displacees with referrals to organizations, social service agencies and community organizations.
- i) CONSULTANT shall prepare, submit, and update a relocation budget to CITY on a monthly basis.
- j) CONSULTANT shall perform any other normal procedures and processes to implement the relocation assignment and provide any other supporting information and correspondence required by CITY.

4) Title and Escrow

- a) CONSULTANT shall provide title and escrow services necessary for the acquisition of real property, which include, but are not limited to, obtaining preliminary title reports, litigation guarantees, policies of title, title searches, document searches, document preparation, estimates of closing costs, escrow instructions, and other documents.
- b) CONSULTANT shall develop and maintain an escrow schedule; deliver documents and checks to escrow companies; review all documents for submission and delivery to escrow companies; review title and escrow documents; ensure that CITY is acquiring good title and/or the property rights needed for the completion of the PROJECT, free and clear of any and all encumbrances that may affect or hinder the development of future consideration; coordinate escrow closings and file all applicable forms and documents with the County Assessor's Office.
- c) CONSULTANT shall coordinate and provide support to CITY legal staff to clear title, if necessary.
- d) CONSULTANT shall prepare all necessary documents to the title and escrow companies for approval by CITY. CONSULTANT will be responsible for managing and monitoring the title and escrow companies to ensure timely delivery.
- e) CONSULTANT shall order Preliminary Title Reports/Litigation Guaranties, determine title deficiencies, develop a plan to resolve and cure title deficiencies and clear liens and encumbrances.
- f) Upon completion of PROJECT, CONSULTANT shall provide Policy of Title insurance, American Land Title Association (ALTA) or California Land Title Association (CLTA) extended-coverage owner's policy based on the value of the property provided by CITY.

5) Environmental Inspection, Mitigation, and Reporting

- a) CONSULTANT shall coordinate that the delivered assignments meet all applicable local, federal, and state laws, regulations, rules, and other requirements.
- b) CONSULTANT shall coordinate Phase I Environmental Soil Assessment Reports and, if required, provide Phase II assessments, Hazardous Materials Disclosure Documents (HMDD) and Request to Acquire Contaminated Property (RACP) if required. CITY has completed Phase I & II assessments for APN # 320-101-17
- c) CONSULTANT shall coordinate submittal of any approval, certification or other similar document that any jurisdictional agency may require, and obtain approval/acceptance from said jurisdictional agency.

d) CONSULTANT shall secure all permits, as applicable.

6) Utility Coordination

CONSULTANT shall be responsible for coordinating the identification, relocation, protection, and abandonment of all utilities required by the PROJECT.

CONSULTANT utilities coordination activities shall include, but are not limited, to the following:

- a) Obtaining all existing utility information, including identification of high-risk utilities (high pressure gas, high voltage, etc.) from CITY, utility companies, and agencies that may be impacted by PROJECT.
- b) Preparing preliminary conflict maps containing all existing utility information to be used for final design.
- c) Meeting with utility companies and other entities to determine their requirements for relocation, protection, and abandonment requirements of utilities required to accommodate PROJECT and to establish any potential right of way acquisition or easement requirements for utility relocations.
- d) Coordinating with utility companies and performing the field verification and surveying of existing utilities.
- e) Coordinating with CITY the preparation and execution of agreements with utility companies.
- f) Coordinating the relocation of any utilities that CITY directs to be done.
- g) Preparing and delivering notices to owners, Utility Agreements and Encroachment Permits, and obtain concurrences.
- h) Preparing all documentation and reconciliation of utility costs.
- i) Preparing and obtaining approval of Longitudinal Encroachment Exception Permits from Caltrans, if needed.

After the CITY's award of construction contracts to support the PROJECT, CONSULTANT shall work with the selected Construction Contractor (Contractor) to determine which utility relocations are critical to the Contractor's schedule and coordinate with utility companies to ensure the relocation is done to meet the Contractor's schedule. During construction, CONSULTANT shall monitor utility relocation work and meet regularly with Contractor, utility companies, Caltrans, CITY, and other designated parties to coordinate and ensure that utility relocation work is being done to meet the Contractor's schedule.

7) Property Management Services

This Section Not Applicable.

8) Right of Way Engineering Services

The CONSULTANT shall provide personnel authorized by law to practice Land Surveying in the State of California as the Land Surveyor in Responsible Charge of all Right of Way Engineering, which include but not limited to Reference Material, Data Search, Pre-construction Record of Survey, Right of Way Appraisal Map, Post- construction Record of Survey, Utility Legal Description and Plat, legal descriptions, plats, and other necessary documents, for use in condemnation proceedings.

9) Other Right-of-Way and Property Management Services, Curative Work and Minor Improvements

CONSULTANT, if required, shall perform all other right of way services, which include but are not limited to, retaining independent appraisers approved by the City, project certification, minor improvements, surveying, translation services, and Cost to Cure Estimating

10) Close-Out

- a) CONSULTANT shall provide CITY with an original acquisition file as well as an electronic copy for each property or property interest acquired, and be available on an “as needed” basis for audit purposes.
- b) CONSULTANT shall perform any right of way and if required, right of way engineering related work necessary for project close out.

SECTION VI
PROJECT SCHEDULE

PROPOSED SCHEDULE / MILESTONES

The Consultant shall prepare a schedule for the project based on the following milestones/dates:

TASK / DELIVERABLE	ESTIMATED COMPLETION DATE
City Issues RFP	November 21, 2016
Deadline for Submitting Proposals	January 5, 2017
Anticipated Award of Contract	February 21, 2017
Anticipated Notice To Proceed	March 6, 2017

SECTION VII

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____

SECTION VIII

Federal Provisions

(FOR REFERENCE ONLY)

Exhibit 10-I Notice to Proposers DBE Information



NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. **TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. **CITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. **SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract.

The DBE goal for this contract is Zero. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not **excessive** as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____		13. Preparer's Title _____	
21. Date _____		14. Date _____	
22. Local Agency Representative Title _____		15. (Area Code) Tel. No. _____	
23. (Area Code) Tel. No. _____			

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____ 23. Local Agency Representative Name (Print) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ 24. Local Agency Representative Signature </div> <div style="width: 45%;"> _____ 25. Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ 26. Local Agency Representative Title </div> <div style="width: 45%;"> _____ 27. (Area Code) Tel. No. </div> </div>		14. Total % Claimed	_____ %
Caltrans to Complete this Section		15. Preparer's Signature	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____ 28. DLAE Name (Print) 29. DLAE Signature 30. Date		16. Preparer's Name (Print)	
		17. Preparer's Title	
		18. Date	19. (Area Code) Tel. No.

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____												
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known												
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____													
8. Federal Action Number, if known:	9. Award Amount, if known:													
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)													
(attach Continuation Sheet(s) if necessary)														
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <table style="border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>a. retainer</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>b. one-time fee</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>c. commission</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>d. contingent fee</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>e. deferred</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>f. other, specify _____</td></tr></table>			a. retainer		b. one-time fee		c. commission		d. contingent fee		e. deferred		f. other, specify _____
	a. retainer													
	b. one-time fee													
	c. commission													
	d. contingent fee													
	e. deferred													
	f. other, specify _____													
13. Form of Payment (check all that apply): <table style="border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>a. cash</td></tr><tr><td style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></td><td>b. in-kind; specify: nature _____ Value _____</td></tr></table>		a. cash		b. in-kind; specify: nature _____ Value _____										
	a. cash													
	b. in-kind; specify: nature _____ Value _____													
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)														
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>														
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.														
<div style="display: flex; justify-content: space-between;"><div>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</div><div style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL</div></div>														
Federal Use Only:														

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

CITY OF BREA

Property Acquisition Procedures

The City of Brea follows certain procedures when considering whether to purchase and when seeking to acquire property for a public project. The following is a general description of these procedures.

The City decides to obtain an appraisal of the fair market value of the property.

City staff provides written notice to the owner of the property of its decision to appraise.

The notice is usually followed by a letter from one or more appraisers requesting an inspection of the property. The property owner is invited to accompany the appraiser on the inspection, and to provide the appraiser with any information the owner believes is appropriate to establish the fair market value of the property.

After the appraisal is completed, the City Council approves the appraisal and sets the amount of just compensation to be offered to the property owner. The amount set as just compensation cannot be less than the amount determined by the appraiser to be the fair market value of the property.

The City Council decides whether to make an offer to purchase the property, or to notify the property owner that it has determined not to purchase the property.

If the City Council decides to make an offer, the offer will be in writing and will include a statement of the basis for the offer, including the information required by Government Code section 7267.2. The property owner may request additional information regarding the offer as provided by Section 6180 *et seq.* of Title 25 of the California Code of Regulations. The offer will also include an eminent domain informational pamphlet describing the eminent domain process and the property owner's rights pursuant to Government Code Section 7267.2.

If the acquisition of a portion of the property would leave the owner with an uneconomic remnant, the City will offer to acquire the uneconomic remnant in accordance with Code of Civil Procedure section 1240.150.

Pursuant to Code of Civil Procedure section 1263.025, if the City decides to make an offer, the City will offer to pay the property owner the reasonable costs of an appraisal, not to exceed five thousand dollars (\$5,000.00), at the time the City makes the offer. Pursuant to Code of Civil Procedure section 1263.025, an appraiser licensed by the Office of Real Estate Appraisers must conduct the independent appraisal.

When the owner of the real property is also the owner of a business conducted on the property, the owner may have a claim for compensation for loss of business goodwill. The City will enclose the pertinent provisions of the Eminent Domain Law relating to compensation for goodwill with the offer to purchase the real property.

The City will engage in good faith negotiations and make every effort to acquire the property by voluntary sale.

When a voluntary agreement for sale of the property cannot be reached, the property owner will be notified either that the City has determined not to acquire the property or that it intends to consider whether to acquire the property by eminent domain.

It is also the City's policy to provide relocation assistance and benefits in accordance with the California Relocation Law (Title 1, Division 7, Chapter 1 of the Government Code of the State of California (section 7260 *et seq.*)) and California Relocation Guidelines (Chapter 6 of Title 25 of the California Code of Regulations). If federal funds are involved in the public project, the City's policy is to provide relocation assistance and benefits in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) (Uniform Act). Public projects are planned so that, to the greatest extent possible, no person who is lawfully occupying property will be required to move without at least ninety (90) days written notice.

In some circumstances, the City may make arrangements to rent property back to an owner or a tenant for a short period subject to termination on written notice. The rental rate will not exceed the lesser of the fair rental value to a short-term occupant, or the pro rata portion of the fair rental value for a typical rental period. If the owner or tenant is an occupant of a dwelling unit on the property, the rental rate shall be within the owner or tenant's financial means.

CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CA 92821

No.	ASSESSORS PARCEL No.	OWNERSHIP	TOTAL AREA (SF)	ACQUISITION (SF)	REMAINING (SF)	COMMENT
8	319-021-60	CITY OF BREA	5,060	780	4,280	PARTIAL
9	319-021-61	CITY OF BREA	5,090	680	4,410	PARTIAL
10	319-021-62	CITY OF BREA	5,100	590	4,510	PARTIAL
11	319-021-63	CITY OF BREA	5,610	620	4,990	PARTIAL
12	319-022-27	CITY OF BREA	5,380	820	4,560	PARTIAL
13	319-381-18	OLEN PROPERTIES BREA, LLC	350,829	3,900	346,929	PARTIAL
13	319-381-18	OLEN PROPERTIES BREA, LLC	350,829	79,530	271,299	TCE
14	319-371-16	OLEN PROPERTIES BREA, LLC	296,715	13,940	282,775	TCE
16	320-101-10	COUNTRY WOODS ASSOCIATION	396,396	13,970	382,426	PARTIAL
16	320-101-10	COUNTRY WOODS ASSOCIATION	396,396	92,300	304,096	TCE

NOT APART

SCALE: 1" = 100'

RW-1

DATE PLOTTED => 11/8/2012
TIME PLOTTED => 2:00:36 PM

EXHIBIT "B"



CITY OF BREA

PROPOSAL FOR RIGHT OF WAY PROPERTY ACQUISITION SR-57 / LAMBERT ROAD INTERCHANGE

JANUARY 5, 2017



26070 TOWNE CENTRE DRIVE, SUITE 150, FOOTHILL RANCH, CA 92610
(949) 299-5300 | www.cpsi-row.com





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RIGHT OF WAY • REAL ESTATE SERVICES

LETTER OF TRANSMITTAL

January 5, 2017

Steve Kooyman, P.E., City Engineer
Public Works Department, Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

Proposal for Right of Way Property Acquisition for SR-57/Lambert Road Interchange Project

Dear Mr. Kooyman,

At Property Specialists, Inc. (dba CPSI), we understand the importance of continued public works and transportation projects that will see improved, modified and safer freeways, interchanges, intersections, roadways and railroads. We understand that these projects are necessary to keep improving the lives of any city's inhabitants and have more than ten years of experience partnering with myriad agencies across southern California to provide comprehensive right of way acquisition services.

Identification of Offeror and Main Point of Contact. CPSI is an S Corporation headquartered at the location below. President and CEO Marcella Jorgensen will serve as the City's point of contact and can be reached at the following number: (949) 299-5308.

26070 Towne Centre Drive, Suite 150
Foothill Ranch, CA 92610
Phone: (949) 299-5300
Fax: (949) 299-5310

Qualifications. CPSI has provided turn-key right of way services on over 250 projects totaling nearly 8,000 cases with less than 3% going to condemnation. We are highly respected for our field experience in problem resolution while consistently working under the provisions of the Uniform Act, CA Code of Regulations and Caltrans Policies and Procedures. Notably, we were responsible for completing 370 cases on the Bristol Street widening project and recently named the most qualified right of way firm for the California Speed Rail Project. Additional relevant work experience contributing to CPSI's aptitude for right of way acquisition projects includes, but is not limited to: City of Ontario, Philadelphia Street and Cypress Avenue Street Widening Project; City of Anaheim, South Side of La Palma Avenue Project; City of San Juan Capistrano, Del Obispo Widening Project; City of Yorba Linda, Bastanchury Road Widening Project; and OCTA, Tustin/Rose Grade Separation.



Proposed Team and Organization. CPSI offers the City a highly competent team with an unparalleled reputation and proven capabilities and expertise. Understanding both the service requirements requested by the City, we have selected Project Manager Kent Jorgensen, SR/WA, R/W-RAC, as your team leader. He has more than 28 years of experience with the direction and management of public projects, compliance and the application of state and federal regulations and guidelines associated with acquisition of real property.

He is joined by Quality Control Manager James Staudinger who has more than 30 years of experience with the administration of public projects, compliance and the application of state and federal regulations and guidelines associated with right of way acquisition. He has also served as Deputy District Director for Right of Way for Caltrans District 12. Together they will lead a team with unparalleled experience in public agency projects.

Unique Approaches. CPSI’s success is a testament to the fact that we do not achieve by simply adhering to rigid protocol. We construct unique solutions to cater to the diverse demands and nuances of every project at hand. CPSI’s Project Manager, Kent Jorgensen has taken the time to review the project and right of way requirements, and specific and unique circumstances as they relate to each property impacted by the project during and after construction. With this in mind, CPSI has provided in our proposal response, a written analysis of the critical items for each parcel, owner and tenant along with specific considerations deemed important to successfully complete this assignment.

Transmittal Letter Requirements. We have addressed the City’s transmittal letter requirements in the following paragraphs:

- 1. We have identified our proposed subcontractors in the following tables.

R.P. LAURAIN & ASSOCIATES, INC. / PRIMARY APPRAISAL

CONTACT	John P. Laurain MAI, ASA, Primary Appraiser	PHONE	(562) 426-0477
ADDRESS	3353 Linden Avenue, Ste. 200, Long Beach, CA 90807	FAX	(562) 988-2927

SANTOLUCITO DORÉ GROUP, INC. / REVIEW APPRAISAL

CONTACT	Christie Santolucito R/W-AC, Review Appraiser	PHONE	(951) 225-3500 x101
ADDRESS	27186 Newport Road, Ste. 2, Menifee, CA 92584	FAX	N/A

HJELMSTROM & ASSOCIATES / FF&E APPRAISAL

CONTACT	Steve Hjelmstrom ASA, FF&E Appraiser	PHONE	(714) 493-1735
ADDRESS	25072 Wilkes Place, Laguna Hills, CA 92653	FAX	N/A



DONNA DESMOND ASSOCIATES / LOSS OF BUSINESS GOODWILL APPRAISAL (OPTIONAL)

CONTACT	Donna Desmond ASA, Goodwill Appraiser	PHONE	(310) 475-1114
ADDRESS	265 S. Beverly Glen Boulevard, Los Angeles, CA 90024	FAX	(310) 475-6266

CALVADA SURVEY INC. / RIGHT OF WAY ENGINEERING

CONTACT	Barbora Konecna PLS, Project Manager	PHONE	(951) 280-9960
ADDRESS	411 Jenks Circle, Corona, CA 92880	FAX	(951) 280- 9746

NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS / ENVIRONMENTAL

CONTACT	John Jay Roberts PG, CEG, Senior Geologist	PHONE	(949) 753-7070
ADDRESS	475 Goddard, Ste. 200, Irvine, CA 92618	FAX	(949) 753-7071

COMMONWEALTH LAND TITLE COMPANY / TITLE AND ESCROW SERVICES

CONTACT	Griffin Wayne, Vice President	PHONE	(714) 749-0036
ADDRESS	4100 Newport Pl. Dr., Ste. 120, Newport Beach, CA 92660	FAX	(949) 258-5590

2. Work will be performed from our headquarters in Foothill Ranch, California, just 30 minutes from the City's offices.
3. We acknowledge receipt of the City's Addendum No. 1 as posted on December 21, 2016. We have included a signed copy of this addenda in the Appendix of this proposal.
4. By signing this cover letter, Marcella Jorgensen, President and CEO, attests that all of the information this proposal is true and correct.
5. Marcella Jorgensen, signatory of this cover letter, is authorized to bind CPSI to the terms and conditions as set forth in the City's RFP.
6. This proposal will remain valid for 90 days from the date of submission.

We welcome the opportunity to develop a mutually beneficial working relationship with the City.

Sincerely,



Marcella Jorgensen
President and CEO
(949) 299-5308
mjorgensen@cpsi-row.com



QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

FIRM PROFILE

At CPSI, we provide unique, innovative and cost-effective solutions to the toughest right of way projects. We offer a variety of project management, acquisition, relocation and property management services to federal, state, county and municipal governments throughout California. Headquartered in Foothill Ranch, California, with a regional office in Fresno, California, CPSI's highly effective core team of professionals is experienced and knowledgeable in all right of way disciplines, ensuring that both large- and small-scale assignments are handled efficiently and appropriately without compromising any attention to detail.

Our success in the past 11 years is a testament to the fact that we do not achieve by simply adhering to rigid protocol. **We have been established in the forefront**

of the professional real estate and right of way industries by proving time and time again that fresh ideas are synonymous to success. No two cities, no two streets and no two properties are identical — we get that. We do not believe in solely following a due process; instead, we construct unique solutions to cater to the diverse demands and nuances of every project at hand. CPSI is a certified **Disadvantaged Business Enterprise** and **Small Business Enterprise**.

2005
Year founded

S CORP
Form of organization

14
Employees

2
Offices

TURN-KEY SERVICES

We provide a range of services to public and private agencies involved in the development of real property; this includes the technical and administrative support services necessary to meet our client's individual needs. Our services include, but are not limited to, the following:

- Project management
- Title and escrow services
- Right of way engineering
- Environmental support
- Appraisal services
- Right of way acquisition
- Community outreach
- Relocation plans
- Relocation assistance
- Tenant property acquisition
- Property management
- Cost studies and report preparation
- Utility relocation coordination

AT CPSI, WE ARE NOT MERELY EXPERTS IN THE
RIGHT OF WAY INDUSTRY, WE SET THE TRENDS.

WHAT SETS US APART

Innovation. Open communication. Preventing litigation. It's right of way the CPSI way. Every client and case we have handled has played an integral role in helping us develop our philosophy. Through active stakeholder participation in both low- and high-profile cases, we became mindful of all factors crucial to establishing a smooth and efficient process. We deliver every project while upholding the **CPSI Promise**:

TIMELY DELIVERY

Punctuality establishes good rapport and is pivotal to securing continued funding from sponsors and outside sources.

MINIMIZED COST

It is our mission to complete every project under requirement; we are known for deriving cost-effective solutions through original strategies and research.

WIN-WIN-WIN

It is our job to arrive at solutions under the most positive terms. We strive for a perfect outcome for all parties involved.

CPSI'S FINANCIAL CONDITION

CPSI is in stable financial condition and confirms that there are no bankruptcy, planned office closures, impending mergers or conflicts of interest that will impede our ability to provide services.

EXPERIENCE WORKING WITH VARIOUS GOVERNMENT AGENCIES

CPSI has provided project management, acquisition, relocation and related right of way services for nearly 250 projects totaling more than 7,900 cases. The scope of this work has primarily been focused within public works and has spanned from simple acquisition assignments to complex partial acquisitions consisting of significant severance damages issues.

Our project approach is guided by a solid quality control process and establishes early protocols for communication, reporting, conducting all facets of acquisition activities and progress reviews. Our program services comply with Caltrans procedures, including the Right of Way Manual and Work Plan Standards Guide for Capital Projects, the Local Assistance Procedures Manual and Local Assistance Program Guidelines; the California Code of Civil Procedure; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended (Uniform Act); Title 25 California Code of Regulations; and all related rules and regulations.

CPSI's key personnel have worked on myriad projects with oversight from Caltrans and state and federal agencies, including: the Federal Highway Administration (FHWA); Federal Transit Administration (FTA); Federal Railroad Administration (FRA); several state departments of transportation; and local public agencies. Each agency has its own specific rules, regulations and requirements, some overlapping and some unique. Because a project can involve the oversight of various agencies, which requires coordination with and approval from all of them, our experience and extensive knowledge of these entities enables us to advance projects quickly with minimum change requests. Our goal is always to deliver projects on time and within budget while preserving federal, state and local funding.

RELATED PROJECT EXPERIENCE

PHILADELPHIA STREET AND CYPRESS AVENUE TRAFFIC SIGNAL AND STREET WIDENING PROJECT CITY OF ONTARIO

CPSI is currently providing right of way services for this project, which is located at the intersection of Cypress Avenue and Philadelphia Street and along Philadelphia Street between 500 feet west and 300 feet east of Cypress Avenue. It is primarily funded using federal Highway Safety Improvement Program grant funds. We are providing **title, right of way engineering, appraisal and acquisition services for the five partial acquisitions and six temporary construction easements** required for successful completion of this project. Effectively communicating with each property owner has been critical to obtaining the necessary right of way. Five of the six owners are primarily Spanish speakers; therefore, we have consistently ensured that our bilingual staff is available for inquiries and community outreach.



ONTARIO

Location

SIX

Parcels

CALTRANS

Oversight

FEDERAL

Funding

KEY PERSONNEL

Kent Jorgensen

Brett A. Paulson

Jeff Wellcome

Chris Carrillo

Jackie Martinez

John Laurain

Chris Maziar

SOUTH SIDE OF LA PALMA AVENUE PROJECT

CITY OF ANAHEIM

We are providing comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. CPSI was selected to provide **title, appraisal, review appraisal, acquisition and relocation services for the required 23-foot partial acquisitions, right of way agreements and five-foot temporary construction easements.**

Once complete, this project will provide safe passage for pedestrians, cyclists and vehicles and will feature the construction of a new sidewalk with curb, gutter, driveways and drainage improvements. It received federal funding and is subject to the Uniform Act, as amended, Federal Highway Administration procedures, Title 25 California Code of Regulations and the Code of Civil Procedure.

ANAHEIM

Location

FOUR

Parcels

FHWA

Procedures

FEDERAL

Funding

KEY PERSONNEL

Kent Jorgensen

Brett A. Paulson

Jeff Wellcome

Chris Carrillo

Jackie Martinez

John Laurain

Chris Maziar

DEL OBISPO ROAD WIDENING PROJECT

CITY OF SAN JUAN CAPISTRANO

CPSI is providing the City of San Juan Capistrano with right of way acquisition services for the Del Obispo Street Widening Project, which will widen Del Obispo Street on its west side between Calle Aspero and Paseo De La Paz. An additional lane, bike lane and sidewalk will be added and the project will affect approximately 750 feet of Del Obispo Street. We are providing **appraisal and acquisition services for additional right of way and temporary construction easements for six parcels.**

SAN JUAN CAPISTRANO

Location

SIX

Parcels

KEY PERSONNEL

Kent Jorgensen

Brett A. Paulson

Jeff Wellcome

Jackie Martinez



BRISTOL STREET WIDENING PROJECT

CITY OF SANTA ANA

The Bristol Street Widening Project was the largest city road widening project in Orange County. A very large number of businesses, homeowners and tenants were in the project's path, creating a fundamental need for the City to work swiftly while ensuring seamless communication with the community.

To ensure the specific goals of this project were met, the City selected CPSI to oversee all right of way functions, including acquisition, relocation and property management. To guarantee cohesive project management, we also coordinated and monitored the work of 12 other consultants and maintained daily communication with the City's personnel. As a result of facilitating more than 33 neighborhood outreach meetings, developing a rapport with the community and building an outstanding relationship with impacted businesses and property owners, CPSI resolved some very challenging cases and **completed the project ahead of schedule and under budget.** Due to our team's level of expertise, **no cases resorted to litigation and 95% of cases were acquired at appraisal value.**

HIGHWAY 111 AND FRANK SINATRA DRIVE IMPROVEMENT PROJECT

CITY OF RANCHO MIRAGE

The \$1.4 million Highway 111 and Frank Sinatra Drive Improvement Project added a second left-turn lane in two directions and a fourth westbound lane past Frank Sinatra Drive to make it safer for drivers merging onto the highway. The City required the **acquisition of street right of way and temporary construction easements** for the construction of street intersection improvements. In order to meet the project schedule, it was imperative that CPSI personnel adhere to strict delivery dates of preliminary title reports, began negotiations and closing of escrow. **We were able to successfully negotiate all acquisitions and obtained Caltrans approval within the designated timeline.**

SANTA ANA

Location

370

Cases

CALTRANS

Oversight

FHWA

Procedures

FEDERAL, STATE AND LOCAL

Funding

KEY PERSONNEL

Kent Jorgensen

Chris Carrillo

Jackie Martinez

Brett A. Paulson

RANCHO MIRAGE

Location

SIX

Parcels

CALTRANS

Oversight

FEDERAL

Funding

KEY PERSONNEL

Kent Jorgensen

Chris Carrillo

Jackie Martinez

Steve Hjelmstrom

Chris Maziar

PAST JOINT WORK WITH SUBCONSULTANTS

CPSI has a long-standing and successful working relationship with our proposed subconsultants. We have worked with R.P. Laurain & Associates, Hjelmstrom & Associates, Donna Desmond Associates, and Commonwealth Land Title Company on several occasions and know that their professionals have recent, direct and relevant experience with this type of contract. We have provided our specific experience with these firms below. Santolucito Doré Group and Ninyo & Moore are leaders within their prospective fields. We are familiar with their skills and qualifications and are confident that they will meet the City’s needs and expectations.

R.P. LAURAIN & ASSOCIATES

KEY PERSONNEL & ROLE

John P. Laurain MAI, ASA / Primary Appraiser

R.P. Laurain & Associates will provide primary appraisal services in accordance with the Federal Highway Administration, Caltrans and all City laws, statutes, regulations, policies, procedures and standards.

FIRM PROFILE

R. P. Laurain & Associates was established in 1969 for the purpose of providing professional real estate appraisal services. Ronald P. Laurain, SRPA, ASA, SR/WA and John P. Laurain, MAI, ASA, both of whom are Certified General Appraisers in the State of California, are the principal appraisers for the firm. R.P. Laurain & Associates has performed a number of appraisals for several municipalities across southern California, including, but not limited to: City of Ontario, City of Upland, City of Covina, City of Riverside and Riverside County Transportation Commission.

JOINT WORKING RELATIONSHIP WITH CPSI

PROJECT	CLIENT	ROLE
Philadelphia Street and Cypress Avenue Widening Project	City of Ontario	Review Appraisal
South Side of La Palma Avenue Project	City of Anaheim	Review Appraisal
Peach Street (Industrial Parcel and Two Residential Properties)	City of Ontario	Appraisal
Main Street East (Two Vacant Industrial Parcels)	City of Ontario	Appraisal
Vesta Street Apartments Affordable Housing Project	City of Ontario	Appraisal



HJELMSTROM & ASSOCIATES

KEY PERSONNEL & ROLE

STEVE HJELMSTROM ASA-MTS / Furniture, Fixtures & Equipment (FF&E) Appraiser

Hjelmstrom & Associates will provide FF&E appraisal services in accordance with the Federal Highway Administration, Caltrans and all City laws, statutes, regulations, policies, procedures and standards.

FIRM PROFILE

Hjelmstrom & Associates has been performing appraisals for more than 35 years. They have in-house appraisers with both real property and machinery and equipment licenses and accreditations. Hjelmstrom has performed numerous appraisals for several municipalities and agencies in southern California, including, but not limited to: the City of Palmdale, City of Santa Clarita, Los Angeles Unified School District, Los Angeles County Metropolitan Transportation Authority, City of Long Beach, Long Beach Port Authority and City of Los Angeles. They have performed more than 100 FF&E appraisals relative to eminent domain for a number of California agencies. Recent projects include: the City of Palmdale Avenue S Street Widening; and the City of Fontana Sierra Avenue and Duncan Canyon Street Widening.

JOINT WORKING RELATIONSHIP WITH CPSI

PROJECT	CLIENT	ROLE
Atlanta Avenue Widening Project	City of Huntington Beach	FF&E Appraisal
Exposition Transit Corridor Project (430 Colorado)	Los Angeles METRO	FF&E Appraisal
Highway 111 and Frank Sinatra Drive Improvement Project	City of Rancho Mirage	FF&E Appraisal

DONNA DESMOND ASSOCIATES

KEY PERSONNEL & ROLE

DONNA DESMOND ASA / Loss of Business Goodwill Appraiser (Optional)

In accordance with the California Code of Civil Procedure, when a business is displaced, it may need to be evaluated for lost business patronage or increased operation costs. To accommodate the City, Donna Desmond Associates will provide loss of business goodwill appraisal services, as needed.

FIRM PROFILE

Donna Desmond Associates is a business valuation firm specializing in valuing goodwill loss in eminent domain proceedings pursuant to California Code of Civil Procedure section 1263.510.

They work closely with condemning agencies and private parties to provide comprehensive, well researched and defensible goodwill loss appraisals. Donna Desmond Associates is a 100% women-owned business and certified as a DBE by the California Unified Certification Program. Goodwill loss appraisal services provided by Donna Desmond Associates include: preliminary estimates for budgetary purposes; goodwill loss appraisals; litigation support; review appraisals; and court testimony.

JOINT WORKING RELATIONSHIP WITH CPSI

PROJECT	CLIENT	ROLE
Bristol Street Widening Project	City of Santa Ana	Goodwill Appraisal
Bent Street Project	City of San Marcos	Goodwill Appraisal
Tustin/Rose Grade Separation Project	Orange County Transportation Authority	Goodwill Appraisal

CALVADA SURVEYING INC.

KEY PERSONNEL & ROLE

Barbora Konecna PLS / Project Manager

Calvada Surveying will provide right of way engineering, which will include, but not be limited to: reference materials, data searches, plotting easements of record, legal descriptions, plat maps, and other necessary documents.

FIRM PROFILE

Calvada Surveying, Inc. is a licensed, full service land surveying company serving clients from California to Colorado and throughout the western United States. Since 1989 they have worked with public agencies and local municipalities providing the latest technological equipment, and technically skilled staff members to perform the most complex land survey and mappings, topographic surveys, etc. They are a DBE, DVBE, MBE, and SBE.



COMMONWEALTH LAND TITLE COMPANY

KEY PERSONNEL & ROLE

CHRIS MAZIAR / Senior Title Officer

Commonwealth Land Title Company will provide title and escrow services to the City, as necessary for the acquisition of real property. Their services will include, but not be limited to: obtaining preliminary title reports, litigation guarantees (as necessary), title policies, title and document searches, document preparation, closing cost estimates, escrow instructions and other documents.

FIRM PROFILE

Commonwealth's comprehensive line of diverse and technically progressive title and escrow products are design to contribute to the success of industry professionals. Whether the project encompasses partial and full acquisitions of a few properties or a few hundred properties, they provide excellent services while accomplishing projects within strict timelines.

JOINT WORKING RELATIONSHIP WITH CPSI

PROJECT	CLIENT	ROLE
Philadelphia Street and Cypress Avenue Widening Project	City of Ontario	Title and Escrow
South Side of La Palma Avenue Project	City of Anaheim	Title and Escrow
Highway 111 and Frank Sinatra Drive Improvement Project	City of Rancho Mirage	Title and Escrow
Atlanta Avenue Widening Project	City of Huntington Beach	Title and Escrow
Redlands Boulevard/Alabama Street Intersection Project	City of Redlands	Title and Escrow
Bastanchury Road Widening Project	City of Yorba Linda	Title and Escrow

SANTOLUCITO DORÉ GROUP, INC.

KEY PERSONNEL & ROLE

CHRISTIE SANTOLUCITO R/W-AC / Review Appraiser

Santolucito Doré Group, Inc. will provide FF&E appraisal services in accordance with the Federal Highway Administration, Caltrans and all City laws, statutes, regulations, policies, procedures and standards.

FIRM PROFILE

Santolucito Doré Group, Inc. specializes in real estate appraisal services for public agencies, delivering tailored solutions to meet client needs. Their appraisal services always meet or exceed USPAP and, when required, USFLA requirements. The majority of Santolucito Doré's real estate and right of way experience

has been performed per the requirements of the Uniform Act and under the oversight of various government entities, including Caltrans and the FHWA. They have an intimate knowledge of appraisal related portions of the Code of Federal Regulations, Code of Civil Procedure, and Title VI. As such, Santolucito Doré has extensive experience in ensuring compliance with state, federal and local public agency requirements for timely project delivery.

NINYO & MOORE

KEY PERSONNEL & ROLE

JOHN JAY ROBERTS PG, CEG / Senior Geologist

Ninyo & Moore will provide environmental inspection, mitigation and reporting services, including: coordinatiing Phase I Environmental Soil Assessment reports and, if required, provide Phase II assessments, Hazardous Materials Disclosure Documents and Request to Acquire Contaminated Property.

FIRM PROFILE

Ninyo & Moore was established in 1986 to provide environmental and geotechnical engineering services to clients in the governmental and commercial sectors. For 30 years, they have provided these services for numerous agencies in southern California and have steadily grown to nearly 390 professionals in 14 offices in the southwest United States. Ninyo & Moore’s expertise includes, but is not limited to: providing geotechnical support; Hazardous Materials Assessments; Phase I and II Environmental Site Assessments including soil, groundwater, vapor sampling programs; other environmental due diligence studies; water quality studies and SWPPP support; and contaminated site remediation.

REFERENCES

CITY OF SANTA ANA / BRISTOL STREET WIDENING

NAME	Taig Higgins	TITLE	Principal Civil Engineer
ADDRESS	20 Civic Center Plaza, Santa Ana, CA 92701	PHONE	(714) 647-5071

CITY OF ONTARIO / PHILADELPHIA AND CYPRESS ROAD WIDENING

NAME	Larry Tay PE, TE, PTOE	TITLE	Sr. Assoc. Civil Engineer
ADDRESS	303 East B Street, Ontario, CA 91764	PHONE	(909) 395-2109

CITY OF ANAHEIM / SOUTH SIDE OF LA PALMA AVENUE PROJECT

NAME	Richard Garcia	TITLE	Real Property Analyst
ADDRESS	200 South Anaheim Boulevard, Anaheim, CA 92805	PHONE	(714) 765-4433

STAFFING AND PROJECT ORGANIZATION

ORGANIZATION CHART

CPSI's proposed team was selected based on their professional abilities, multilingual capabilities and documented delivery of assignments as directed. Our project managers and acquisition agents are some of the most talented in the right of way field and have extensive knowledge and experience in providing and directing a range of right of way services for capital improvement projects in accordance with all statutory and regulatory requirements, including, but not limited to, the Uniform Act, as amended. The organization chart below identifies the name, role and availability of each key staff member who will be working with the City. **Project Manager Kent Jorgensen** will serve as the City's primary point of contact throughout the duration of the project. Resumes are provided in the Appendix of this proposal, starting on **page 43**.

Key personnel will be available to the extent proposed for the duration of the project. No person designated as key to the project shall be removed or replaced without prior written concurrence of the City.



LEADERSHIP

KENT JORGENSEN SR/WA, R/W-RAC
Project Manager

JAMES STAUDINGER
Quality Control Manager

ACQUISITION AND RELOCATION

JEFF WELLCOME SR/WA, R/W-RAC
Sr. Acquisition/Relocation Agent

CHRIS CARRILLO*
Sr. Acquisition/Relocation Agent

BRETT A. PAULSON SR/WA, R/W-RAC, NAC
Relocation Manager

APPRAISAL

JOHN LAURAIN MAI, ASA
Primary Appraiser
R.P. Laurain & Associates

CHRISTIE SANTOLUCITO R/W-AC
Review Appraiser
Santolucito Dore Group, Inc.

STEVE HJELMSTROM ASA
FF&E Appraiser
Hjelmstrom & Associates

DONNA DESMOND ASA
Goodwill Appraiser
Donna Desmond Associates

RIGHT OF WAY ENGINEERING

BARBORA KONECNA PLS
Survey Manager
Calvada Survey Inc.

ENVIRONMENTAL

JOHN JAY ROBERTS PG, CEG
Senior Geologist
Ninyo & Moore

TITLE + ESCROW

CHRIS MAZIAR
Senior Title Officer
Commonwealth Land Title Co.

PROJECT SUPPORT

JACKIE MARTINEZ*
Project Coordinator

** Bilingual (English and Spanish)*

KEY PERSONNEL EDUCATION, EXPERIENCE AND PROFESSIONAL CREDENTIALS

KEY PERSONNEL	EDUCATION	CREDENTIALS	REPRESENTATIVE PROJECT EXPERIENCE	
Kent Jorgensen SR/WA, R/W-RAC PROJECT MANAGER	<ul style="list-style-type: none">Bachelors Degree, Economics, University of Nebraska, LincolnLEAD Program Graduate, Fellowships in China, Japan and Hong Kong	<ul style="list-style-type: none">CalBRE Broker #01174480Relocation Assistance Certified, IRWA Relocation Specialist	<ul style="list-style-type: none">Bristol Street Widening / City of Santa AnaHighway 111/Frank Sinatra Ave. Improvements / City of Rancho MirageDyer/Barranca/Red Hill Road Widening / City of Irvine	<ul style="list-style-type: none">Bastanchury Road Widening / City of Yorba LindaSouth Side of La Palma Avenue / City of AnaheimNewport Beach Blvd. and 32nd Street Intersection Widening / City of Newport Beach
James Staudinger QUALITY CONTROL MANAGER	<ul style="list-style-type: none">Bachelor's Degree, San Diego State UniversityIRWA Disciplinary Course (14)	<ul style="list-style-type: none">CalBRE Broker #00582011	<ul style="list-style-type: none">California High-Speed Rail / California High-Speed Rail AuthorityRaymond Avenue Grade Separation / City of Fullerton	<ul style="list-style-type: none">SR-22 HOV Lane Design-Build Project / OCTAOmnitrans SbX Bus Rapid Transit Project / SANBAGColton Railroad Grade Separation / SANBAG and UPRR
Jeff Wellcome SR/WA, R/W-RAC SR. ACQUISITION/RELOCATION	<ul style="list-style-type: none">Coursework, Long Beach City CollegeIRWA Disciplinary Courses (14)	<ul style="list-style-type: none">CalBRE Salesperson #01313731Notary Public, CaliforniaSigning Agent Certificate	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioSouth Side of La Palma Avenue / City of AnaheimDel Obispo Rd. Widening / City of San Juan Capistrano	<ul style="list-style-type: none">Monterey Avenue Widening / City of Rancho MirageSR-138 5th to 10th St. Improvements / City of PalmdaleAvenue S Street Widening / City of Palmdale
Chris Carrillo BILINGUAL SR. ACQUISITION/RELOCATION	<ul style="list-style-type: none">IRWA Disciplinary Courses	<ul style="list-style-type: none">CalBRE Salesperson #01852563	<ul style="list-style-type: none">Bristol Street Widening / City of Santa AnaAtlanta Avenue Widening / City of Huntington BeachBastanchury Road Widening / City of Yorba Linda	<ul style="list-style-type: none">Ranchero Rd./I-15 Interchange / City of HesperiaMonterey Avenue Widening / City of Rancho MirageRedlands Blvd./Alabama St. Widening / City of Redlands
Brett A. Paulson SR/WA, R/W-RAC, NAC RELOCATION MANAGER	<ul style="list-style-type: none">Grempler Real Estate SchoolIRWA Disciplinary Courses (23)	<ul style="list-style-type: none">SR/WA DesignationR/W-RAC DesignationR/W-NAC Designation	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioSouth Side of La Palma Avenue / City of AnaheimDel Obispo Rd. Widening / City of San Juan Capistrano	<ul style="list-style-type: none">I-10 Citrus Avenue Interchange / City of FontanaNisqualli Road Widening / City of VictorvilleTown Square Redevelopment / City of Ontario
Jackie Martinez BILINGUAL PROJECT COORDINATOR	<ul style="list-style-type: none">CA ANG Fort Lee, VA Quartermaster School of LogisticsHR Management Certification, California State University, Fullerton	<ul style="list-style-type: none">CalBRE Salesperson #01881611Notary Public, California #1999776	<ul style="list-style-type: none">Bristol Street Widening / City of Santa AnaBastanchury Road Widening / City of Yorba LindaNewport Beach Blvd. and 32nd Street Intersection Widening / City of Newport Beach	<ul style="list-style-type: none">Redlands Blvd./Alabama St. Widening / City of RedlandsNisqualli Road Widening / City of VictorvilleRanchero Rd./I-15 Interchange / City of HesperiaAtlanta Avenue Widening / City of Huntington Beach
John Laurain MAI, ASA R.P. Laurain & Associates PRIMARY APPRAISER	<ul style="list-style-type: none">Cypress Community CollegeLong Beach Community CollegeReal Estate Related Coursework	<ul style="list-style-type: none">Certified General Appraiser #AG025754MAI Designation	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioSouth Side of La Palma Avenue / City of AnaheimWilmington Ave Street Widening / LA County PW	<ul style="list-style-type: none">Rosecrans Ave Grade Separation / METROOC Street Car Project / OCTAEastside Bike Lane / LA County Public Works
Christie Santolucito R/W-AC Santolucito Doré Group, Inc. REVIEW APPRAISER	<ul style="list-style-type: none">Bachelor of Arts, Business Administration, Concordia UniversityReal Estate Related Coursework	<ul style="list-style-type: none">Certified General Appraiser #AG043715CalBRE Salesperson #01820326	<ul style="list-style-type: none">Raymond Avenue Grade Separation / City of FullertonLakeview Avenue Grade Separation / City of Anaheim and Placentia	<ul style="list-style-type: none">Vineyard Ave Grade Separation / City of OntarioJamboree/Warner Improvement Project / City of IrvineRedlands Passenger Rail Program / SANBAG
Steve Hjelmstrom ASA Hjelmstrom & Associates FF&E APPRAISER	<ul style="list-style-type: none">Bachelor's Degree, California State University Long BeachStanford, Graduate School of Business	<ul style="list-style-type: none">ASA Machinery & Equipment Valuation MethodologyUSPAP Certification, Personal Property, Machinery & Equipment	<ul style="list-style-type: none">Avenue S Street Widening / City of PalmdaleMonterey Avenue Widening / City of Rancho MirageI-5 Gateway Freeway Widening / Caltrans District 12	<ul style="list-style-type: none">Bristol Street Widening / City of Santa AnaWhittier Boulevard Widening / City of La HabraChevron Station / City of La Mirada
Donna Desmond ASA Donna Desmond Associates GOODWILL APPRAISER	<ul style="list-style-type: none">Bachelor's Degree, University of California, Los AngelesReal Estate Related Coursework	<ul style="list-style-type: none">Senior Member of the American Society of Appraisers (Business Valuation)	<ul style="list-style-type: none">Imperial Highway Smart Street Project / City of BreaTustin/Rose Avenue Grade Separation / OCTAVarious Grade Separation Projects / OCTA	<ul style="list-style-type: none">Bristol Street Widening / City of Santa AnaAnaheim School DistrictPlacentia-Yorba Linda Unified School District
Barbora Konecna PLS Calvada Survey, Inc. SURVEY MANAGER	<ul style="list-style-type: none">M.B.S., Land Surveying, University of Civil Engineering, Brno, Czech Republic	<ul style="list-style-type: none">Professional Land Surveyor CA #8498AutoCAD Computer Drafting	<ul style="list-style-type: none">Alameda Point ProjectNaval Stations, Various Projects, San DiegoEl Toro Marine Base	<ul style="list-style-type: none">Burbank Street Rehabilitation Project / City of BurbankAthens Park Design Project / City of Willowbrook
John Jay Roberts PG, CEG Ninyo & Moore SENIOR GEOLOGIST	<ul style="list-style-type: none">Bachelor's Degree, Geology, University of Southern California	<ul style="list-style-type: none">PG, California #3489CEG, California #1018	<ul style="list-style-type: none">Raymond Avenue/State College Boulevard Grade Separations / City of FullertonOn-Call Environmental Services for Various Grade Separation Projects / OCTA	<ul style="list-style-type: none">Patsaouras Plaza Busway Station / METROInterchange Improvement Project / City of Industry and City of Diamond Bar
Chris Maziar Commonwealth Land Title SENIOR TITLE OFFICER	<ul style="list-style-type: none">Mt. San Antonio Community CollegeFraud, Forgery, Foreclosres, Bankruptcies Certificates	<ul style="list-style-type: none">CLTA/ALTA Underwriting Guidelines and ProceduresCalifornia Land Title Association	<ul style="list-style-type: none">Lakeview Avenue Grade Separation / OCTADisneyland Expansion, California Adventure / City of Anaheim	<ul style="list-style-type: none">Tustin/Rose Grade Separation / City of FullertonVineyard Avenue Grade Separation / City of Ontario3rd Street to 5th Street Widening / City of Highland



KEY PERSONNEL CURRENT COMMITMENTS AND AVAILABILITY

KEY PERSONNEL NAME	POSITION	LOCATION	CURRENT ASSIGNMENTS	LEVEL COMMITTED (%)	AVAILABILITY (%)	YEARS WITH FIRM
Kent Jorgensen SR/WA, R/W-RAC 28 YEARS OF EXPERIENCE	Project Manager	Foothill Ranch	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioDel Obispo Road Widening / City of San Juan CapistranoSouth Side of La Palma Avenue Project / City of Anaheim	25%	75%	11
James Staudinger 30 YEARS OF EXPERIENCE	Quality Control Manager	Foothill Ranch	<ul style="list-style-type: none">James' current project assignments will be completed by January 2017	0%	100%	1
Jeff Wellcome SR/WA, R/W-RAC 16 YEARS OF EXPERIENCE	Sr. Acquisition/ Relocation Agent	Foothill Ranch	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioSouth Side of La Palma Avenue Project / City of AnaheimDel Obispo Road Widening / City of San Juan Capistrano	25%	75%	1
Chris Carrillo BILINGUAL 16 YEARS OF EXPERIENCE	Sr. Acquisition/ Relocation Agent	Foothill Ranch	<ul style="list-style-type: none">Mater Dei High School Expansion / Diocese of OrangePhiladelphia/Cypress Widening / City of Ontario	20%	80%	10
Brett A. Paulson SR/WA, R/W-RAC, NAC 20 YEARS OF EXPERIENCE	Relocation Manager	Foothill Ranch	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioDel Obispo Road Widening / City of San Juan CapistranoSouth Side of La Palma Avenue Project / City of AnaheimMater Dei High School Expansion / Diocese of Orange	30%	70%	5
Jackie Martinez BILINGUAL 9 YEARS OF EXPERIENCE	Project Coordinator	Foothill Ranch	<ul style="list-style-type: none">Philadelphia/Cypress Widening / City of OntarioSouth Side of La Palma Avenue Project / City of AnaheimMater Dei High School Expansion / Diocese of Orange	30%	70%	9
John Laurain MAI, ASA R.P. Laurain & Associates 25 YEARS OF EXPERIENCE	Primary Appraiser	Long Beach	<ul style="list-style-type: none">Purple Line Extension Project / Los Angeles METROCoast Highway Widening / City of Newport BeachPacoima Dam Project / County of Los Angeles	50%	50%	25
Christie Santolucito R/W-AC Santolucito Doré Group, Inc. 10 YEARS OF EXPERIENCE	Review Appraiser	Menifee	<ul style="list-style-type: none">California High-Speed Rail Project / California High-Speed Rail AuthorityOn-Call Appraisal Services / Eastern Municipal Water District	30%	70%	1
Steve Hjelmstrom ASA Hjelmstrom & Associates 25 YEARS OF EXPERIENCE	FF&E Appraiser	Laguna Hills	<ul style="list-style-type: none">California High-Speed Rail Project / California High-Speed Rail Authority (Calvaras Cement Company and Doss Trucking Company)	50%	50%	10
Donna Desmond ASA Donna Desmond Associates 28 YEARS OF EXPERIENCE	Goodwill Appraiser	Los Angeles	<ul style="list-style-type: none">On-Call Goodwill Appraisal Services / Orange County Transportation Authority	50%	50%	19
Barbora Konecna PLS Calvada Surveying, Inc. 19 YEARS OF EXPERIENCE	Survey Manager	Corona	<ul style="list-style-type: none">Mapping (Kimley Horn & Associates) Woodland HillsALTA/Topo Design Survey (Dee Jaspar & Assoc.), BlytheCalifornia Water Services Company, Montebello	50%	50%	2
John Jay Roberts PG, CEG Ninyo & Moore 43 YEARS OF EXPERIENCE	Senior Geologist	Irvine	<ul style="list-style-type: none">Portola Springs School #2 / Irvine Unified School DistrictMobil Station Phase I ESA / Department of General ServicesNorwalk Imperial Highway Phase I ESA / City of Norwalk	40%	60%	8
Chris Maziar Commonwealth Land Title Company 32 YEARS OF EXPERIENCE	Sr. Title Officer	Newport Beach	<ul style="list-style-type: none">Philadelphia Street and Cypress Avenue Widening Project / City of OntarioSouth Side of La Palma Avenue Project / City of Anaheim	50%	50%	7



DETAILED WORK PLAN

PROJECT UNDERSTANDING




CPSI understands that the City requires property acquisition and right of way services for the SR-57/ Lambert Road Interchange Project, which will maximize overall performance within the project limits and relieve congestion on Lambert Road and the interchange ramps. The project, which is being undertaken in cooperation with Caltrans District 12, will reduce congestion, increase signal queue capacity and better accommodate anticipated traffic increases, thereby minimizing delays and potential safety hazards.

We will provide title, environmental, right of way engineering, appraisal, appraisal review, FF&E appraisal, acquisition and relocation assistance services for the full acquisition, partial acquisitions and temporary construction easements (TCEs) required for successful completion of this project. **Our parcel-by-parcel analysis, specific considerations and approaches to the most complex cases are provided on pages 18 to 24.**



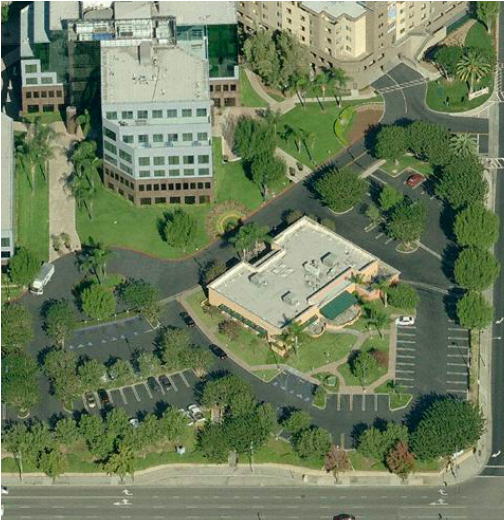


PARCEL-BY-PARCEL ANALYSIS

To better understand the acquisition assignment, CPSI's proposed project manager inspected the project area and the potential impacts to each property. Based on our preliminary review we note the following:

OWNER	APNs	ADDRESS	ACQUISITION TYPE AND SF	SPECIFIC CONSIDERATIONS
	Orange County Transit District	319-041-13	1000 W. Lambert Road	<div>Partial Acquisition (3,960 SF)</div> <div>TCE (5,430 SF)</div> <div>The project will require acquisition of the southerly 20 feet of this parcel. It appears that a portion of the right of way being acquired is already impacted by the existing sidewalk, with the remainder a greenbelt area. It does not appear that any parking stalls will be permanently impacted; however, the first row of parking may be restricted during the construction phase. Special attention will need to be made in negotiating the terms of the temporary construction easement to ensure both the contractor's and property owner's interests are aligned with the impacts to the parking lot during the construction period. Although this property is owned by a public agency, we will still need to complete the environmental and appraisal process with negotiations most likely resulting in some type of Coop Agreement, before transferring the final right of way to the State of California.</div>
	City of Brea	319-031-47 319-021-01 319-021-59 to 319-021-63; and 319-022-27	No Situs	<div>Partial Acquisition (12,287 SF over eight parcels all within City-owned property)</div> <div>Workspace for the contractor is not part of the scope of work</div> <div>As part of the project, the City will need to transfer to the State of California (Caltrans) approximately 12,287 square feet of property along the south side of Lambert Road near and between Pomelo Avenue and the southbound I-57 on ramp. We do not anticipate the need to complete an appraisal since this is a City-sponsored project. In our scope of work, the eight City-owned parcels will be divided into three separate groups. In order for Caltrans to accept title to the properties, CPSI will need to prepare separate legal descriptions and plat maps, provide the appropriate documentation that the property is clear of environmental hazards, and acceptable evidence of clear title. As part of the transfer process, we anticipate that the City and Caltrans will negotiate and execute a Coop or Third Party Agreement to facilitate the appropriate transfer agreeable to all parties.</div>
	Lambert Brea LLC	320-101-14	1800 E. Lambert Road	<div>Partial Acquisition (580 SF)</div> <div>TCE (13,900 SF)</div> <div>The property sold in July 2015 for more than \$6,085,500 to an investor group managed by Captain Pan. We do not anticipate any significant problems with this small-area acquisition, but determining an acceptable work area versus access area within the TCE, considering the potential impacts to parking within a commercial development that is seriously under-parked will be critical to successfully completing this acquisition. During the early stages of the project, CPSI will prepare a cost estimate for the proposed partial acquisition and TCE, compare the numbers to City budgets and provide additional suggestions regarding potential cost-saving measures such as an area reduction to the TCE, which will remain sufficient for project construction, but also preserve all parking during construction to prevent potential damages that result in the need for temporary off-site parking. Owner/customer access to the property during office park hours will be ensured. Further, significant improvements will be protected in place and any disturbance of landscaping or pavement will be returned to its existing condition within the TCE areas by the construction contractor.</div>



OWNER	APNs	ADDRESS	ACQUISITION TYPE AND SF	SPECIFIC CONSIDERATIONS
	<p>Brea Medical Center: Business Condominium (Six doctors own individual units plus an undivided interest in the common area.)</p>	<p>320-101-19</p> <p>1770 E. Lambert Road</p>	<p>Partial Acquisition (1,660 SF)</p> <p>TCE (8,620 SF)</p>	<p>This parcel is occupied by six doctors, each owning their individual office unit, plus an undivided interest in the common areas. It may be determined that the acquisition agent will be dealing with an owner's association, but according to the information we gathered from Commonwealth Land Title Company, we will most likely be negotiating with each of the six owners. Arriving at a consensus as to how to obtain the appropriate lender releases for each owner's undivided real property interests will be critical in obtaining clear title in preparation of the transfer to the State of California. Additionally, as with the adjacent parcel, the City may want to consider restricting the TCE in such a way that owner/customer access to the properties and parking will not be affected, significant improvements will be protected in place and that any disturbance of major landscaping or pavement will be returned to existing condition within the TCE areas by the construction contractor.</p>
	<p>King Y. Chai and Southwest Fuel Management Inc. (Fee Owner)</p> <p>Beach Business Bank (Ground Lease)</p>	<p>320-101-17</p> <p>1700 E. Lambert Road</p>	<p>Full Acquisition</p> <p>Relocation (Displacement of the car wash)</p>	<p>As result of our research on this property, we have determined that the parcel ownership is divided into multiple layers of ownership, consisting of at least fee ownership for the land and a ground-lease for the improvements (car wash). There is also the possibility of a third party operating the business as a sub-lessor to the ground-lease estate owner. In 1994, the fee owner executed a long-term ground lease with Lincoln Car Wash Partners. Over a 17-year period, the leasehold was transferred four times, finally resulting with the Beach Business Bank acquiring the leasehold interest via a foreclosure sale on January 24, 2011. With this in mind, and in accordance with the California Code of Civil Procedure, CPSI will instruct our appraiser to properly investigate and analyze the land ownership value, the leasehold estate, and the improvements with consideration given to any remainder interests to the fee owner. Additionally, CPSI will work closely with the FF&E appraiser and, if necessary, the Goodwill appraiser to determine ownership of specific items during the inspection period. We recommend a written offer will be presented to each owner based on their appropriate property interest. Upon the Initiation of Negotiations, in accordance the Uniform Act, CPSI would also provide full relocation services to the business displacee.</p>
	<p>Olen Properties Brea, LLC</p>	<p>319-381-18 and 319-381-16</p> <p>1761 E. Lambert Road and 2 Point Drive</p>	<p>Partial Acquisition (3,900 SF)</p> <p>TCE for 319-381-18 (79,530 SF)</p> <p>TCE for 319-381-16 (13,940 SF)</p>	<p>This project will require the acquisition of 3,900 square feet along the southerly boundary of the large mixed-use development owned by Olen Properties Brea LLC. The permanent acquisition area is within the existing landscape area, but outside the parking lot. In our opinion, the proposed TCE area included in the RFP suggests two areas of concern. First, the projected costs of a generalized TCE on both parcels for an 18-month period will range between \$825,000 and \$975,000. Secondly, this significant encroachment in the parking lot area during the construction period is typically not very palatable to the owner and their tenants (of two large restaurant chains), and is difficult to justify in litigation. With this mind, the TCEs for access and for construction purposes should be written and defined separately. For access purposes, where access crosses parking areas or general public travel ways, the TCE (Access Agreement) should include language that requires access across existing travel ways, thus reducing the impact and the footprint of the TCE. By implementing this strategic measure, we anticipate a cost saving in excess of \$600,000.</p>



WHY CPSI?

CPSI has completed **a substantial amount of research** on the properties to be impacted by the City's project; this included **undertaking a site reconnaissance, pulling grant deeds, assignments of lease, deeds of trust and trustee's deeds, analyzing the right of way maps, and calculating the potential property impacts and associated costs to determine the feasibility of the acquisition plan**. Our specific considerations, approaches and recommendations for the most complex parcels are provided in the following paragraphs. We have also included project examples from our previous experience with similar cases to support our analyses and suggestions.

By selecting CPSI to provide right of way property acquisition services for the SR-57/Lambert Road Interchange Project, the City will benefit from our team's unmatched level of professionalism and expertise, our leaders' customized and comprehensive approach to each case in order to effectively delivery each parcel on time and within budget, and our industry-leading Caltrans compliance team.

A CUSTOMIZED APPROACH TO SUCCESSFULLY DELIVERING THE MOST COMPLEX PARCELS

Upon our extensive review of each parcel impacted by this project, CPSI has determined that the properties owned by Olen Properties Brea, LLC (APNs 319-381-18 and 319-381-16) and the full acquisition of the car wash (APN 320-101-17) will require a high-level of expertise to be successful. As a result, CPSI will dedicate **Project Manager Kent Jorgensen, SR/WA, R/W-RAC** to present the offer and negotiate the transaction. He brings a unique set of skills that many clients have used to successfully deliver high-profile and/or high-priority parcels. Kent's skills as an expert mediator, appraiser and real estate professional with a thorough working knowledge of the Uniform Act and California Code of Civil Procedure have been fundamental to the successful delivery of many complex cases. Examples of his achievements are provided to support our analysis of the following parcels. **James Staudinger**, with 30 years of Caltrans experience, will be the **Quality Control Manager** on this project. As a result, the City can be assured of full Caltrans compliance when the properties acquired for the project are transferred to the State of California.



HIGH-PROFILE, LITIGIOUS OWNERSHIP

APNs: 319-381-18 and 319-381-16

OWNER: Olen Properties Brea, LLC

KEY CHALLENGES: When an acquisition involves a high-profile and litigious owner, it can be initially challenging to get a meeting directly with the decision maker. Additionally, the palatability of the proposed temporary construction easement (TCE), when negotiating with the owners and the impact to their tenants, will be a major area of concern, specifically if the right to acquire is challenged in a litigation process. Lastly, the individual completing the negotiations must be a high-caliber professional to maintain credibility throughout the process.



RECOMMENDATIONS: We recommend utilizing Project Manager Kent Jorgensen, to lead the acquisition of the land owned by Olen Properties. During the early project management process, it will be important for CPSI to evaluate several options as they relate to the construction work area and access control. We suggest identifying several options regarding the necessary rights to completing the project; this will include presenting to the City the general land rights methodology, associated right of way costs and potential impacts to the businesses. For example, using a generalized TCE for an 18-month period, as presented in the initial right of way maps, would require a very comprehensive appraisal, including a before and after condition to determine applicable severance damages. **Any significant restrictions in the parking lot area during the construction period will not be palatable to the owner and their tenants** (of two large restaurant chains) and will be difficult to justify in litigation. **As a result, CPSI will put emphasis on writing and obtaining TCEs for access and for construction purposes as separate and distinct documents.** For access purposes, the right of way requirements will be non-exclusive over the general public travel ways, thus significantly reducing the costs to the City and impacts to the owner and tenants.

SUCCESS STORIES:

I-15 and Ranchero Road Interchange Project

Kent was selected to take over the partial acquisition of approximately 14 acres of undeveloped real property along the Ranchero Road exit of I-15. The agency's offer was being presented for \$3.2 million. The owner was a very prominent developer being represented by a well-known eminent domain attorney and insisted on a full acquisition for nearly \$10 million. After several weeks of gathering data and deliberating with the design team and land developers, Kent developed a solution to address the owner's concern regarding drainage issues, which included a source for 100 cubic yards of soil being imported and obtaining Caltrans approval of a modified access road. As a result of his expertise and innovative solutions, the right of way was successfully acquired and the project was certified as scheduled.

Atlanta Avenue Widening Project

The City of Huntington Beach planned to widen Atlantic Avenue to accommodate two lanes of traffic moving in each direction plus a dedicated bike lane. In order to move the project forward, the City needed to partially acquire eight mobile homes from Pacific Mobile Home Park, which is owned by a prominent individual in Newport Beach known for successfully litigating public sector projects for amounts substantially above appraised value. Due to the complexities of this project, the City Engineer specifically requested that Kent manage and complete the acquisition process. Kent addressed this challenge by first convincing the owner to meet in person to negotiate instead of going straight into litigation. The acquisition then began with a significant difference in valuations, including capitalization rate differentials along beach properties. Due to Kent's experience as an appraiser and his negotiation tactics, he was able to show the property owner the merits of the City's offer. As a result, the property owner agreed to accept a settlement slightly above appraised value. This potentially saved the City approximately \$4 million.

The ability to successfully deliver the above parcels will depend on the credibility of the person negotiating on behalf of the City and our Caltrans compliance team. With Kent and James' level of expertise and proven track record of consistently delivering similar assignments, the City will have the best chance of acquiring the necessary land without costly litigation expenses and delivery delays.



ACQUISITION AND BUSINESS RELOCATION OF ONE CAR WASH

APN: 320-101-17

OWNERS: King Y. Chai and Southwest Fuel Management Inc. (fee owner) and Beach Business Bank (ground lease)

KEY CHALLENGES: As a result of our research on this property, we have determined that the parcel ownership is divided into multiple layers, consisting of at least fee ownership of the land and a ground lease for the improvements (car wash). There is also the possibility of a third party operating the business as a sub-lessor to the ground lease estate owner.



RECOMMENDATION FOR SOLUTION: To ensure that the car wash is acquired in the most cost- and time-efficient manner, we propose using an expert relocation team. **Our Business Plus Team consists of Project Manager Kent Jorgensen, Relocation Manager Brett Paulson, SR/WA, R/W-RAC, R/W-NAC, and Senior Acquisition/Relocation Agent Jeff Wellcome, SR/WA, R/W-RAC. Each of these professionals have relocated similar businesses and will recommend courses of action that will protect the City.**

In accordance with the California Code of Civil Procedure, CPSI will instruct our appraiser to properly investigate and analyze the land ownership value, the leasehold estate and the improvements with consideration to any remainder interests that may revert back to the fee owner at expiration of the lease. Additionally, we will work closely with the FF&E appraiser to determine ownership of specific items during the inspection period. A written offer will be presented to each owner based on their appropriate property interest. The importance of properly determining the ownership of each property interest, directly correlates with determining the proper amount of Just Compensation to offer each owner, thus preventing delays or various issues later in the acquisition or condemnation process.

In accordance the Uniform Act, CPSI will provide full Relocation Assistance Program (RAP) services to the business displacee. Our approach to these types of complex cases relies on the close communication and coordination between Project Manager Kent Jorgensen and Relocation Manager Brett Paulson. CPSI's relocation team will utilize a relocation assessment plan to provide advisory services that either assist the

eager business owner to relocate the enterprise, or reduce, even eliminate, any claim to loss of goodwill should the owner not cooperate with relocation efforts. The evidence prepared and presented will reflect the ability of any reasonable owner to relocate the business with preservation of its existing goodwill, therefore greatly reducing the financial risk to the City during the project.

SUCCESS STORY:

OCTA and the City of Santa Ana Rail Safety Project

CPSI was requested by the City of Santa Ana to take over a case where OCTA needed to acquire a commercial property occupied by a roofing company. The previous consultant wasted one year on an unrealistic approach and OCTA notified CPSI that they needed to deliver the right of way in just four months or risk a funding loss. OCTA projected the acquisition and relocation cost at \$3 million; however, with the CPSI team's efforts and level of expertise, we delivered the property in three months at a total cost of \$1.6 million.

CALTRANS COMPLIANCE TEAM

Right of way professionals with an in-depth knowledge of the Caltrans Right of Way Manual and related policies and procedures will be fundamental to the success of this type of project. Upon delivery, one of the final action items will be to transfer the acquired right of way to the State of California. To ensure that this transfer process is accepted by Caltrans, the importance of implementing a precise process throughout the acquisition process cannot be overemphasized.

With this in mind, our team is anchored by Quality Control Manager James Staudinger, a Caltrans expert who has previously served as the Deputy District Director for Right of Way for Caltrans District 12. James has more than 30 years of experience in real estate-related positions in both the public and private sectors and is experienced in interfacing with outside control agencies, including the Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and state departments of transportation. He is an expert in the knowledge and interpretation of the Uniform Act and the Caltrans Right of Way Manual, and brings extensive experience in developing capital and support budgets, staffing plans, project delivery schedules, cooperative agreements, memoranda of agreement, and letters of understanding to all projects. He has a comprehensive knowledge of project delivery-related portions of the Code of Federal Regulations, Code of Civil Procedure, Title VI of the Civil Rights Act and the Streets and Highways Code.







PROJECT APPROACH AND SCOPE OF SERVICES

CPSI will provide professional right of way services, including: project coordination and management; appraisal and appraisal review report coordination and attainment; preliminary title report review and coordination; right of way engineering; environmental inspection, mitigation and reporting; acquisition services; terms negotiation; settlement procurement; escrow facilitation; business relocation assistance; and related real property services, as required.

PROJECT COORDINATION + MANAGEMENT

1. **Meetings.** Attend meetings with the City, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City’s project administrator.
2. **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
7. **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client’s specifications to provide the critical information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, FHWA regulations and California law.

 WE'RE INVESTED	 WE'RE FOCUSED	 WE'RE UP TO SPEED	 WE SAVE TIME
<i>CPSI is committed to getting ahead before the work begins and have already determined critical components for each parcel.</i>	<i>Having Kent and James on the CPSI team has eliminated your project risks.</i>	<i>The CPSI team understands the Caltrans requirements, processes, and procedures.</i>	<i>Our staff is ready to go!</i>



TITLE SERVICES

1. **Preliminary Title Reports.** Issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.
2. **PTR Review.** CPSI's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

RIGHT OF WAY ENGINEERING

CPSI has provided the City with a Professional Land Surveyor (PLS) through Calvada Surveying, Inc. Right of way engineering services include: **1. Research and Project Setup:** Obtain copies of record data maps (i.e.: Tract Maps, Parcel Maps and Records of Survey), Corner Records, and Centerline Tie Notes with the City of Brea and County of Orange. **2. Plot Easements of Record:** Upon receipt of title reports, Calvada will plot easements of record before completing the Plats and Legal Descriptions. **3. Right of Way Takes Plats and Legals:** Prepare and provide exhibits plats and legal descriptions for the properties requiring temporary construction easements. **4. Temporary Construction Easements Plats and Legals:** Prepare and provide exhibits, plats and legal descriptions for the properties requiring temporary construction easements.

PHASE I ENVIRONMENTAL SURVEY

We understand that an Initial Site Assessment (ISA) is required for the portions of parcels planned to be transferred to Caltrans. The objective of the ISA will be to evaluate whether hazardous materials or other adverse environmental conditions are present due to use of the site and/or properties within the vicinity of the site. The proposed services for the ISA are consistent with applicable sections of the ASTM International 2013 guidance (Designation Number E-1527-13), the United States Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries, and Caltrans regulations. The ISA will include the tasks as outlined on the following page.



1. **Site Visit.** A site visit to visually evaluate site characteristics for possible contaminated surface soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls, and possible risks of contamination from activities at the site. Properties within and adjoining the project site will be visually evaluated from public rights of way, only.
2. **Site Reconnaissance.** A site vicinity reconnaissance to evaluate characteristics of adjacent properties for possible environmental influences on the site.
3. **Database Search and Review.** Conduct a review of readily available government and regulatory agency environmental lists for the site and for properties located within approximately one quarter mile of the project site. Through the database search we will evaluate locations where hazardous materials may have been used or stored and their possible effects on the site. On-site properties of possible concern will be further evaluated by requesting and reviewing readily available environmental documents for these properties from regulatory agencies or by interviewing regulatory agency personnel. Our scope of services includes reviewing up to two agency files for nearby leaking underground storage tank cases, but does not include review of files for other off-site properties. Locations of properties of concern will be shown on maps of the site vicinity.
4. **Review State Maps and Information.** Review State of California Department of Conservation, Division of Oil, Gas and Geothermal Resources oil field maps. Our environmental subconsultant, Ninyo & Moore, will also review information provided by the Pipeline and Hazardous Materials Safety Administration regarding oil and natural gas pipelines.
5. **Historical Land Use Analysis.** Complete a review of the site and adjacent historical land use to provide an overview of past uses that likely involved the use or storage of hazardous materials. Information used to review the site history includes readily available historical aerial photographs, Sanborn Maps, and historic United States Geological Survey Topographic Maps. Ninyo & Moore will note historical site uses involving the use or storage of hazardous materials from the time when the site was undeveloped.
6. **Environmental Lien Searches.** Obtain and review environmental lien searches for APNs being transferred or requiring permanent easements. Ninyo & Moore will provide environmental lien searches for up to two site APNs.
7. **Prepare an ISA Report for the Site.** The ISA report documents findings and provides a discussion of conclusions and recommendations regarding the current environmental condition of the site and



recommendations for additional assessment, as appropriate. The report is presented in a format consistent with reports prepared by Ninyo & Moore for similar projects in California.

8. **Sub-Surface Evaluation (As Needed).** The ISA is a screening-level historical study evaluating the current and past uses of the site and potential impacts from hazardous materials. Depending on the results of the ISA, additional sub-surface evaluation may be recommended for adverse environmental conditions that are not and cannot be known at this time.

PHASE II ENVIRONMENTAL SURVEY (OPTIONAL)

As necessary, a Phase II Environmental Survey will be completed in accordance with the findings outlined in the initial site assessment. CPSI has included a projected budget for this service in the “optional” section of our cost proposal.

PRIMARY APPRAISAL

1. **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
2. **Coordinate meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
3. **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
4. **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse reports (appraisal and appraisal review).
5. **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.



FF&E APPRAISAL

In providing fixtures and equipment appraisal services, our subconsultant, Hjelmstrom & Associates, will perform the necessary research, investigation and analysis to provide written appraisal reports in compliance with the standards of USPAP as it pertains to fixtures and equipment valuations. FF&E appraisal services include the following steps:

1. **Client Communication.** Communicate with client management to ascertain the scope of the assignment.
2. **Stakeholder Coordination.** Coordinate with relocation agents, acquisition agents and attorneys.
3. **Preparation of Inventory.** Prepare a complete inventory of the assets at the subject business location.
This inventory includes a description of the assets as well as observation of their age, condition and method of installation, if any.
4. **Documentation Review.** Review any documentation pertaining to the assets provided by the business' owner or manager, such as invoices, depreciation schedules and construction contracts.
5. **Interviews.** Interview the business owner and/or managers.
6. **Marketplace Research.** Research the marketplace for each of the assets identified on site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets.
7. **Appraisal Coordination.** Coordinate with other appraisers to avoid duplication of compensation.
8. **Apply Valuation Methods.** Apply valuation methods, including the market approach and cost approach to the subject asset.
9. **Prepare Appraisal Report.** Prepare the appraisal report for submission in a Restricted Report format.
10. **Attend Meetings.** Attend any required meetings with the client regarding FF&E appraisal questions.

APPRAISAL REVIEW

1. **Appraisal Review.** As required, obtain reviews of the appraisals referenced above in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and USPAP.
2. **Just Compensation Coordination.** Upon completion of the appraisal and appraisal review, the completed reports will be submitted to the City for review and acceptance, to establish the Just Compensation value.



ACQUISITION: SETTLEMENTS AND CLOSINGS

1. **Review Plans.** Review project plans to become familiar with the project and its impact on the various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.
5. **Administrative Settlement Recommendations.** Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
6. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. CPSI monitors escrows, reviews all escrow documents, requests funds from the City ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
7. **Serve as City and Owner Liaison.** Provide liaison duties between the City and property owners.
8. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the permanent acquisition file.
9. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
10. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate



progress and discuss project issues.

11. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

RELOCATION ASSISTANCE

Uniform Act, 49 CFR, Part 24, § 24.205: Relocation Planning, Advisory Services and Coordination

Relocation Planning. During the early stages of development, an Agency shall plan federal and federally assisted programs or projects in such a manner that recognizes the problems associated with the displacement of individuals, families, businesses, farms and nonprofit organizations and develop solutions to minimize the adverse impacts of displacement.

Title 25 California Code of Regulations, Division 1, Chapter 6, § 6038

Relocation Plan. As soon as possible, following the initiation of negotiations and prior to proceeding with any phase of a project or other activity that will result in displacement, a public entity shall prepare a relocation plan and submit it for approval to the local legislative body, or in the case of a state agency, the head of the agency. **When the public entity's action will only result in an insignificant amount of non-residential displacements, a displacing entity shall provide benefits as required by these guidelines and state relocation law without compliance with this section.**

As noted above, the Uniform Act, as amended, states that relocation planning is required for a project that may cause displacement; however, the California Code of Regulations clarifies that an actual relocation plan is not required for projects in which there is an “insignificant amount of non-residential displacements.” The City’s proposed project is expected to impact only one business. This project impact clearly meets the State’s intended waiver of a relocation plan, however CPSI recommends that a relocation impact memorandum be prepared stating supporting facts in expectation of any project audits.

RELOCATION IMPACT MEMORANDUM

A relocation impact memorandum is prepared if there are fewer than ten displacements and there is



ample replacement property. The purpose of the relocation impact memorandum is to provide Caltrans, the City and the general public with information about the impact that the proposed project will have on the displaced business. CPSI's analysis of the relocation process is conducted in accordance with the Uniform Act and the Caltrans Right of Way Manual. In general, the relocation impact memorandum will evaluate the project and displaced business, and include, but not be limited to, the following information:

- An estimate of the number, type and size of the business displacements and the approximate number of employees affected.
- An estimate of the availability of replacement sites. If there is not an adequate supply of available replacement sites, the impacts to the business are considered and addressed.
- Recommendations regarding the need for special relocation advisory services, if necessary.

As a result of the completed relocation impact memorandum, the City will be informed of relocation issues, the potential impact to project delivery, socio-economic issues and realistic right of way costs and scheduling.

BUSINESS RELOCATION ASSISTANCE

1. **Conduct Displacee Interviews.** Personally meet with the business owner and interview him/her to complete the Displacee Needs Questionnaire, assess the business needs, relocation schedule, number of employees and the owner's proposed plans. We will provide ongoing advisory assistance throughout the project.
2. **Determine Eligibility.** Determine potential eligibility for moving payments by reviewing eligibility criteria and case data.
3. **Present Letter of Entitlements.** Personally contact the displacee and present the letter of possible entitlements, a relocation brochure and business card. We will provide a detailed explanation of the Relocation Assistance Program (RAP) benefits.
4. **Prepare Property Inventory.** Coordinate the preparation of a certified personal property inventory.
5. **Verify Improvements.** Verify "improvements to realty" versus trade fixtures and coordinate with the displacee, property owner, City, and other project stakeholders, to ensure that no real property is included in said inventory.
6. **Determine Displacee Needs.** Identify the displacee's needs, desires and concerns in a detailed work



plan. Work with the displacee and City representative to solve identified problems.

7. **Update Contact Diary.** Summarize all interviews, contacts and contact attempts in the diary for official record.
8. **Assistance With Locating Replacement Sites.** Provide assistance in locating a suitable replacement site by collaborating with real estate agents, county or city officials, federal and state agencies for environmental, planning and zoning considerations, and private or government sponsored lenders for financial backing. Verify all data and confirm proper zoning requirements. If a Conditional Use Permit is required, check with the proper department to ensure the necessary timeframe for process and probability. Preview the property and take photos to provide to the displacee, and place in the file.
9. **Gather Bids for Commercial Moves.** Assist the displacee in obtaining at least two bids for commercial moves and coordinate move efforts with the displacee and the City to ensure compliance with all RAP processes and accounting procedures.
10. **Move Preparation.** Prepare move instructions for both bid and actual moving criteria and monitor the move to determine that all items are moved that should be moved and that no items are moved that were purchased during the acquisition of the property.
11. **Determine Direct Loss Payment.** Determine eligibility, if any, for direct loss payment and compute amount of payment.
12. **Determine Re-Establishment Expenses.** Determine what expenses are necessary and eligible as re-establishment expenses.
13. **Determine Reasonable Search Expenses.** Determine eligibility for actual reasonable search expenses and collect appropriate documentation to support any submitted claims.
14. **Determine In-Lieu Business Payment.** If the displacee chooses, determine eligibility for in-lieu business payment, utilizing IRS tax returns and/or certified financial statements (note that the criteria differs for not-for-profit businesses).
15. **Goodwill Appraiser Coordination.** If business goodwill becomes an issue, CPSI will analyze and advise the City if an appraisal, or letter of exposure (stating a possible range of goodwill values for a particular type of business), is required. This report or valuation will be used to settle any compensation owed to the company not covered by other relocation payments. A goodwill payment should be accompanied by an agreement wherein the business owner waives all other claims to future goodwill.
16. **Monitor the Move.** Monitor the move, obtain keys and provide a final walk-through inspection of the



property to ensure all personal property has been removed. Obtain a Certificate of Abandonment from the displacee to release any interest in the structure, improvements to realty or personalty that was not relocated.

17. **Submit Completed Relocation Files.** Maintain and submit completed relocation files for the displacee, including a comprehensive diary so that reader will be informed of displacee needs, eligibility and entitlements.
18. **Database Maintenance.** Maintain a customized CPSI program tracking database with all pertinent RAP details, dates and entitlement amounts.
19. **Provide Updates.** Provide the City with weekly status reports, or as required, generated from the database.
20. **File Close-Out.** Collect final supporting documentation, prepare final claim forms, prepare certification and close the file. Closed paper and electronic files, will be delivered to the City for audit purposes.

LOSS OF GOODWILL APPRAISAL (OPTIONAL)

Based on CPSI's analysis of the City's project, loss of business goodwill appraisal services may be necessary. In the event that they are required, we have provided a general scope of work below. The fee for this service is included in the "optional" section of our cost proposal.

1. **Project Meetings.** Meet with right of way and project teams to gain an understanding of the project and potential impacts of the taking on the business entity.
2. **Complete an Inspection.** Inspect the business facility.
3. **Conduct Interviews.** Interview the business owner to determine a history of operations and the relocation needs.
4. **Financial Document Review.** Review the business's historical financial statements, tax returns and lease agreements.
5. **Appraisal Report Review.** Review all parcel appraisal reports and coordinate with real estate and fixtures and equipment appraisers to avoid duplication of compensation.
6. **Stakeholder Coordination.** Coordinate with agency staff and legal counsel to discuss strategy and approach.
7. **Relocation Agent Coordination.** Coordinate with relocation agents to determine relocation options and feasibility of relocation.



8. **Complete Market Research.** Perform market research to determine the business's marketability and external influences.
9. **Use Valuation Methodology.** Implement valuation methodology, including market-based and income approaches, to determine the business's goodwill value in the before condition.
10. **Replacement Site Inspection.** Inspect potential or actual relocation sites.
11. **Documentation Review.** Review all relevant and available documentation from the relocation site, including lease, financial statements and capital expenditures.
12. **Determine Loss of Goodwill.** Implement valuation methodology to determine the loss of goodwill suffered by the business, including giving consideration to betterment, if any.
13. **Prepare Appraisal Report.** Prepare a restricted appraisal report, inclusive of a parcel diary, if required.

RIGHT OF WAY CERTIFICATION

CPSI will assist the City in preparing all necessary certifications, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual, to ensure that all schedules of right of way certifications are met before any project proceeds to construction.

MANAGING RESOURCES AND SUBCONSULTANTS

CPSI provides exceptional project management services to ensure the successful implementation and completion of public agency projects. We offer experienced **Project Manager Kent Jorgensen** to provide a thorough and coordinated effort during the planning phase, through the implementation of specific activities to project completion and necessary certifications. These services include: directing, monitoring and overseeing the delivery of services performed by CPSI and subconsultants; reviewing and approving subconsultant invoices and supporting documentation to ensure all work was performed as prescribed; representing the City at public meetings, hearings and litigation matters, as requested; preparing tracking reports to monitor the completion of project milestones and individual case progress; and implementing and maintaining a quality control program to ensure that work performed meets the requirements established by the client.

With Kent serving as the Project Manager, the City will benefit from his recent experience with related projects, close working relationship with our subconsultants, professional abilities, documented delivery



of assignments related to the City's project and access to a stellar team of expert agents. CPSI's approach to the SR-57/Lambert Road Interchange Project is to serve as more than just your consultant. Throughout our working relationship, we consider ourselves to be a part of your team, equally invested in your goals and objectives and working collaboratively with your staff and stakeholders on a daily basis.

PROJECT ADMINISTRATION

CPSI's Project Manager and Real Estate Broker

California state laws stipulate that all the acquisition agents working on this project must be licensed by the California Bureau of Real Estate. In addition, each acquisition agent should be supervised by a California-licensed real estate broker. CPSI's **Project Manager Kent Jorgensen** will serve as the California Supervising Broker. He is joined by experienced California-licensed acquisition agents. As Supervising Broker, Kent will:



- Supervise the Quality Control Manager and is ultimately responsible for each acquisition agent.
- Review all acquisition documents.
- For partial acquisition parcels requiring specific performance, he will review and initial Acquisition Settlement Agreements and outline specific conditions and terms to protect the City and delivery of the project.
- With assistance from the Quality Control Manager, ensure federal and state compliance with all provided acquisition services.
- Oversee surveyors, title/escrow officers, appraisers, acquisition agents and relocation agents.
- Attend meetings with the City and other stakeholders, as requested.

Additional duties (as required):

- Offer a new level of expertise to address potential challenges and provide effective solutions that lead to positive results.
- Direct the acceleration of the acquisition and relocation processes by implementing mutually agreed upon strategies to avoid clearance delays.
- With the assistance of the Quality Control Manager, assist in overseeing the preparation of transfer documents, including easements with customized language to address rights being acquired.

- Provide expert risk assessment on problem parcels in order to close escrow or provide clearance for construction.
- Prepare a detailed scope of work for complex appraisal assignments to ensure that the appraiser receives the appropriate direction.

SUBCONSULTANT MANAGEMENT

Project Manager Kent Jorgensen will supervise the work of all subconsultants. Their prospective roles are identified below. Further information of their responsibilities is provided in the Project Approach and Scope of Services section of this proposal, beginning on **page 25**.

SUBCONSULTANT	KEY PERSONNEL REPRESENTATIVE	ROLE
R.P. Laurain & Associates	John Laurain MAI, ASA	Primary Appraisal
Santolucito Doré Group, Inc.	Christie Santolucito R/W-AC	Review Appraisal
Hjelmstrom & Associates	Steve Hjelmstrom ASA	FF&E Appraisal
Donna Desmond Associates	Donna Desmonda ASA	Loss of Goodwill Appraisal
Calvada Surveying, Inc.	Barbora Konecna PLS	Right of Way Engineering
Ninyo & Moore	John Jay Roberts PG, CEG	Environmental Surveys
Commonwealth Land Title Company	Chris Maziar	Title and Escrow

PROJECT MANAGEMENT

An outline of our refined and unique project management approach is provided below:

- At the beginning of the project, our key personnel will meet with City staff to review the project, identify objectives, outline reporting requirements, discuss assigned tasks and deliverables, develop project management procedures and identify critical path and schedule milestones.
- As a result of the kick-off meeting and City directives, CPSI will immediately implement our Project Management Plan.
- Meet on a continuous basis with the City and your designated teams to ensure design, appraisal and right of way impacts are coordinated and on schedule, as well as listen to any concerns and address possible issues that may arise. We will take this opportunity to ensure that our project management plan is aligned with the City's specific goals and cost/schedule objectives moving forward.
- Schedule meetings with the City/CPSI right of way team to ensure that project deliverables stay on schedule and within budget.
- Manage and maintain our quality control program to ensure compliance with both City and CPSI



requirements. To ensure this program is appropriately implemented and maintained, we have designated **James Staudinger to serve as the Quality Control Manager.**

- Prepare and deliver written progress status reports for cases.
- Update each parcel file checklist.
- Monitor and update project schedules.
- Participate in project and public meetings, as required.
- Implement strategic steps to meet goals and timelines.
- Maintain an effective project management plan.
- Conduct research and analyses to support the goals and objectives of the project.
- As a means to control projects, CPSI utilizes a two-program tracking system to measure and monitor acquisition tasks and track project budgets and scheduling progress.
- Finalize work product, provide services and prepare and deliver presentations to Authority staff and stakeholders, as appropriate.

QUALITY CONTROL

CPSI has a work ethic and a commitment to excellence that is translated to a high-quality work product and a tremendous client satisfaction. All work is performed in accordance with applicable rules and regulations and in a high-quality and professional manner. As a checks-and-balance system, we have adopted a Quality Control Program for all project management and right of way activities. Under the direction of the Project Manager and Quality Control Manager, all CPSI staff members will have a working knowledge of our Quality Control Program. This knowledge is implemented into every action from project beginning to end. To ensure that this quality is being met, periodic quality/accuracy checks are made by CPSI's Quality Control Manager. We maintain a complete record of all quality assurance and quality control verifications performed and those records will be available to the City for inspection, as requested. CPSI's Project Manager is still responsible for the overall quality of work, but a "second set of eyes" is beneficial to any quality control procedure. Any exceptions are discussed with the project management team and promptly corrected.

To maintain consistency on our projects, CPSI prefers implementing a uniform filing system. Our project management files and each case file are set up exactly the same way. As a result, no matter who is working



on this case, or no matter who is reviewing this case, information can be easily located, updated, and retrieved. As case assignments are implemented, CPSI will maintain separate acquisition files for each case assignment.

CPSI's quality commitment to the City is that all services and deliverables will meet or exceed contract requirements and industry standards for quality and accuracy. We will utilize a management checklist for each individual file; the purpose of this checklist is to itemize and prioritize the action items necessary to complete the designated scope of work.

ACQUISITION QUALITY CONTROL PROCESS

CPSI acquisition agents are trained to follow strict protocol regarding the documentation of property owner contact using agent logs or contact notes, also referred to as negotiation diaries. Under the direction of the Quality Control Manager, we will ensure that contact with each property owner for each individual parcel is accurately documented, maintained and made available to the City at the end of the project. Agents and supervisors are responsible for precise documentation of contact, contact attempts and negotiations. The Quality Control Manager will also review offer packages before they are sent to the property owner, as well as close-out documentation per parcel for accuracy and completeness.

RELOCATION ASSISTANCE QUALITY PROCESS

CPSI's relocation quality process begins with the initial displacee interview. The relocation agent conducts a detailed interview that alerts him or her as to the eligibility of the displacee and any special requirements. This information is then reviewed by the project manager to ensure that the eligibility requirements are met and to discuss the displacee's best options for addressing any special needs. As claims are submitted, they are reviewed by the Quality Control Manager to ensure each claim is properly documented to the complete satisfaction of the City and to ensure compliance with all relevant regulations.

BUDGET CONTROL

CPSI will maintain cost-tracking reports that identify budgeted or estimated costs versus actual costs in order to monitor individual work task orders and project budgets. A cost-tracking report will identify each item (e.g., parcel estimated cost of acquisition versus parcel actual cost of acquisition). The ability to track these costs will enable us to keep the City regularly apprised of the overall project costs.



COST SAVING STRATEGIES

We will contain costs for City projects by utilizing project managers and field agents that are experienced with similar projects, have functional knowledge of the Uniform Act, and effectively work with people and manage conflict well. As a result, our work contributions to the project are very cost effective while achieving the goals set by the City. Additional factors that CPSI will implement on this project include:

- Our field visits will be grouped and the appointments set in advance to maximize the use of driving time.
- We will sort case work by level of difficulty and assign to the appropriate experience level of our agents.
- CPSI agents are the best prepared agents when presenting offer packages. Having credibility at the first meeting improves the probability of a successful negotiation.
- We believe time is of the essence for all real estate transactions.
- CPSI will anticipate problems early and immediately implement corrective action.
- We will match the manpower needs to the work being assigned; we do not overstaff or understaff.

SCHEDULE CONTROL

CPSI will prepare the project schedule during the early management phase of the project upon completion of the first kick-off meeting. Completed by Kent Jorgensen, this initial schedule of specific tasks, including start and end dates, will be presented to City staff for review and recommendation. Kent will continue to work with the City to monitor milestone progress and make recommendations as necessary with the ultimate goal of keeping a project on schedule. We have provided a proposed project schedule below.



1. Complete primary appraisal.
2. Complete review appraisal.
3. Establish Just Compensation. The right of way team sends the appraisal package to the City for review. If everything is acceptable, the appraisal is accepted as Just Compensation and a Statement of Just Compensation is issued.
4. Presentation of offers. The right of way team presents offers, which must be done within seven calendar days of receiving the Statement of Just Compensation.
5. Provide relocation advisory services to the car wash.
6. Begin negotiations. The right of way agent will address all owner concerns and determine the feasibility of completing the negotiation process.
7. Final negotiations and escrow closing. Complete the acquisition process.



EXCEPTIONS/DEVIATIONS

We have read and present no technical or contractual exceptions to or deviations from the requirements of the City's RFP or Sample Professional Services Agreement. Further we have thoroughly reviewed the details of the insurance requirements as noted in the Sample Professional Services Agreement and confirm that CPSI will meet these requirements if selected for negotiation of a contract agreement.



REFERENCE TO FEE PROPOSAL

CPSI has completed our not-to-exceed fee proposal that includes a breakdown per task and provided it in a separately sealed envelope, as requested by the City.



APPENDIX

RESUMES



KENT JORGENSEN
SR/WA, R/W-RAC
PROJECT MANAGER



EDUCATION
& COURSEWORK

Bachelors Degree,
Agricultural Economics,
University of
Nebraska, Lincoln

LEAD Program Graduate,
Fellowships in China, Japan
and Hong Kong



LICENSES &
CERTIFICATIONS

Licensed Bureau
Real Estate Broker,
No. 01174480

Relocation Assistance
Certified, IRWA
Relocation Specialist
SR/WA Designation



PROFESSIONAL
AFFILIATIONS

Member, International Right
of Way Association

Member, American Public
Works Association

Kent Jorgensen brings more than 28 years of experience in project management and business development in the right of way and real estate industries. He has managed and executed nearly 5,000 acquisition, relocation and property management cases and written more than 250 acquisition, relocation and property management policies and procedures for federal, state, and local agencies. Drawing on his knowledge and tenure in the professional real estate and right of way industries, Kent is extremely successful at completing projects on time and within budget.

RELEVANT PROJECT EXPERIENCE

South Side of La Palma Avenue Project | City of Anaheim

The City of Anaheim required right of way services for four parcels, consisting of family residences, located on La Palma Avenue for this project. Kent is leading the provision of title, appraisal, review appraisal, acquisition and relocation services for the required 23-foot partial acquisitions, right of way agreements and five-foot temporary construction easements.

Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario

Kent is managing this project, which is funded using federal Highway Safety Improvement Program funds and involves Caltrans oversight and Right of Way Certification. He oversees the provision of title, right of way engineering, appraisal and acquisition services for the five partial acquisitions and six temporary construction easements required for the successful completion of this project.



Bristol Street Widening Project: Phase I Pine to McFadden | City of Santa Ana

Kent provided his expertise in management on the first phase of this \$225 million project. His responsibilities included completing a detailed cost analysis, project schedule, right of way certification, preparing a relocation plan and presenting the project in multiple languages to community outreach groups at 33 neighborhood meetings. Kent led the provision of turn-key project management on 149 cases while completing all task assignments on 74 individual cases. All cases were completed ahead of schedule, at appraised value and without litigation. As a result of Kent's success, CPSI was the primary consulting firm to receive an additional contract for the next phase of the Bristol Widening Project.

Bastanchury Road Widening Project | City of Yorba Linda

As part of the proposed street widening project along Bastanchury Road, the City of Yorba Linda needed to acquire seven parcels that became very complex cases, including temporary construction easements and obtaining rights of entry to modify private driveways as necessary to match the elevation of street improvements. Kent's responsibilities included oversight of appraisal, preliminary title reports, calculation for construction easements and the proposed right of way, appraisal reports, preparing aerial plats and preparing the right of entry documents.

Highway 111/Frank Sinatra Drive Improvement Project | City of Rancho Mirage

The City required the assistance of a right of way company to acquire street right of way and temporary construction easements for this road improvement. As the team lead, Kent oversaw the provision of turn-key right of way services, including project management, appraisal and appraisal review, acquisition, escrow coordination and right of way certification.

Atlanta Avenue Widening Project | City of Huntington Beach

In order to widen Atlantic Avenue, near Delaware Street, to accommodate two lanes of traffic moving in each direction plus a dedicated bike lane, the City needed to partially acquire eight mobile homes owned by a prominent business owner known for successfully litigating public sector projects for amounts substantially above appraised value. Due to the complexities of this project, the City's Public Works Director specifically requested that Kent manage and complete the acquisition process. Due to his experience as an appraiser and negotiation tactics, Kent was able to show the property owner the benefits of the City's offer, potentially saving the City approximately \$4 million.





EDUCATION & COURSEWORK

Bachelors Degree,
San Diego State University



LICENSES & CERTIFICATIONS

Licensed Bureau
Real Estate Broker,
No. 00582011



PROFESSIONAL AFFILIATIONS

Member, International Right
of Way Association

JAMES STAUDINGER

QUALITY CONTROL MANAGER

James Staudinger has more than 30 years of experience in real estate-related positions in both the public and private sectors, and has 20 years of managerial and supervisory experience in public sector right of way projects. He is experienced in interfacing with outside control agencies, including the Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and state departments of transportation. James is an expert in the knowledge and interpretation of the Uniform Act and the Caltrans Right of Way Manual and has a comprehensive knowledge of project delivery-related portions of the Code of Federal Regulations, Code of Civil Procedure, Title VI of the Civil Rights Act and the Streets and Highways Code. He has managed and supervised all major functions of project delivery, including local assistance, acquisitions, relocations, appraisals, property management, excess land, utility relocations, planning and management and condemnation.

RELEVANT PROJECT EXPERIENCE

California High-Speed Rail Project | California High-Speed Rail Authority (CHSR)

For the past three years, James served as a Project Manager responsible for the acquisition and relocation of properties within the Merced-Fresno and Fresno-Bakersfield segments. James' leadership and tireless efforts led to the project's first signed contract, first closed escrow, first parcel delivery to the design-build contractor, first business and residential relocations and first property demolition for the entire project. James also assisted in creating many documents that were adopted by CHSR in order to facilitate project delivery. In addition, he worked on streamlining the right of way delivery process to ensure more rapid delivery of parcels for construction. James developed a reputation for providing expert yet practical guidance on technical matters, which were adapted by CHSR and used by other consultants.

SR-22 HOV Lane Project | Orange County Transportation Authority (OCTA)

An existing six-lane freeway was improved by adding 12 miles of HOV lanes and six miles of general purpose lanes in both directions, widening and seismic retrofitting 23 existing bridges, reconstructing nine bridges and constructing three new bridges, constructing 15 miles of retaining walls and 10 miles of sound walls, plus the construction of auxiliary lanes at various locations. In order to meet the 800-day construction schedule, James had to ensure that all of the more than 100 properties were acquired, and the significant number of underground and overhead utility facilities were relocated within accelerated timeframes. Acquisition of \$21.6 million in right of way and the relocation of \$7 million in utility facilities were accomplished without a single delay claim.

Raymond Avenue Grade Separation | City Of Fullerton

As project manager, James provided acquisition services for 27 properties and relocation services for 16 properties on this grade separation project. He worked with the design team to mitigate access issues to preserve business operations for special purpose properties, including a green waste facility and an auto repair shop. James made offers and negotiated purchase prices and terms, developed acquisition methodologies to preserve federal reimbursements, coordinated activities with surveyors and environmental inspectors, and completed other necessary acquisition related activities.

Colton Railroad Grade Separation | Union Pacific Railroad (UPRR) and SANBAG

The purpose of the project was to improve operational efficiency in the regional rail network in the City of Colton. It had Caltrans oversight and required right of way certification. James provided acquisition services, including the decertification and acquisition of Caltrans property and easements from BNSF. He was also responsible for the management of all utility relocation activities.

Omnitrans sbX Bus Rapid Transit | SANBAG

James was responsible for delivery of property rights necessary for construction this project. Permanent rights included fee acquisition of whole properties and strip easements for roadway purposes. Residences, businesses and special-use properties were relocated. On an expedited schedule, James completed the acquisition of property rights in just nine months on a project that was scheduled to take 18 months to complete. The 130 affected properties included: Cal State San Bernardino, major retailers (e.g., Costco), several gas stations and two churches.





JEFF WELLCOME

SR/WA, R/W-RAC

**SR. ACQUISITION/
RELOCATION AGENT**



EDUCATION & COURSEWORK

Coursework, Long Beach
City College

IRWA Disciplinary
Courses (14)

Revisions to Federal
Regulations Implementing
the Uniform Act

Residential Relocation
Replacement Housing



LICENSES & CERTIFICATIONS

Licensed Bureau
Real Estate Salesperson,
No. 01313731

Relocation Assistance
Certified, IRWA
Relocation Specialist

SR/WA Designation

Notary Public, California
Signing Agent Certificate



PROFESSIONAL AFFILIATIONS

Member, International Right
of Way Association

Jeff Wellcome has more than 16 years of right of way acquisition and relocation experience coupled with an educational and working knowledge of the Uniform Act, Title 25 California Code of Regulations, California Code of Civil Procedure and Caltrans regulations. He is experienced in property negotiations on behalf of the private and public sectors to obtain many types of right of way, including easements, permits, leases, temporary work space agreements and land acquisitions. His expertise also extends to relocation, having managed projects consisting of single-family, multifamily and business moves. Jeff's other responsibilities include: preparation of right of way certifications per Caltrans guidelines; utility franchise right coordination and property management. He has successfully completed numerous public sector road widening and grade separation projects throughout California, working with myriad agencies from Bakersfield to San Diego.

RELEVANT PROJECT EXPERIENCE

South Side of La Palma Avenue Project | City of Anaheim

The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. As acquisition and relocation agent, Jeff's responsibilities include: preparing and presenting offer packages; reviewing title, design and parcel maps; making settlement recommendations, as necessary; coordinating escrow; clearing title; and file close-out.

Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario

Jeff is serving as a senior acquisition and relocation agent for this project, which is funded using federal Highway Safety Improvement Program funds and involves Caltrans oversight and Right of Way Certification. He is coordinating the appraisals, title and right of way engineering services, working closely with CPSI's subconsultants to ensure that client expectations are met. He is also building rapport with property owners to gain their trust and cooperation with the project. In addition, Jeff is responsible for completing negotiations for the partial acquisitions and temporary construction easements.

Atlanta Avenue Widening Project | City of Huntington Beach

The City planned to widen Atlantic Avenue, near Delaware Street, to accommodate two lanes of traffic moving in each direction plus a dedicated bike lane. In order to move the project forward, the City needed to acquire the Pacific Mobile Home Park. Jeff assisted with relocation claim processing and utility coordination as result of the eight mobile home acquisitions for the project.

Monterey Street Widening Project | City of Rancho Mirage

The City of Rancho Mirage needed to acquire more than 20,000 square feet of right of way for the construction of the Monterey Street Widening Project. Jeff worked on acquiring eight temporary construction easements and eight drainage easements from five property owners.

SR-138 5th to 10th Street East Improvement Project | City of Palmdale

The City of Palmdale needed to acquire the necessary right of way to widen State Route 138 (Palmdale Boulevard) between 5th Street and 10th Street East and widen Sierra Highway between Avenue Q and Avenue R. Jeff's responsibilities included: appraisal coordination, acquisition of 35 parcels and collaboration with a private developer to acquire frontage easements. In addition, he conducted research and completed negotiations with property owners.

Avenue S Street Widening Project, Phase II | City of Palmdale

The purpose of this project is to widen the existing street to accommodate three (3) lanes of traffic in each direction from between 30th Street East and 45th Street East. In addition, the project will include a Class I bikeway on the south side of Avenue S. Jeff was responsible for coordinating the appraisal process, negotiating the acquisition of 32 partial acquisitions, and escrow oversight on behalf of the City.





CHRIS CARRILLO
BILINGUAL

**SR. ACQUISITION/
RELOCATION AGENT**



EDUCATION & COURSEWORK

IRWA Disciplinary
Courses
Principles of Right of Way
Eminent Domain Law
Basics for Right of
Way Professionals



LICENSES & CERTIFICATIONS

Licensed Bureau
Real Estate Salesperson,
No. 01852563



PROFESSIONAL AFFILIATIONS

Member, International Right
of Way Association

Chris Carrillo has more than 15 years of practical experience in project management, acquisition, residential and business relocation, property management and demolition coordination. He is knowledgeable of both federal and state regulations relating to all aspects of right of way acquisition and relocation. His acquisition assignments have included solving difficult cases that normally would have delayed project construction. Chris' relocation duties have included relocation plan interviews, replacement site selection, calculation of benefit payments, coordination of moving companies, inspection of replacement housing sites and extensive file documentation. His character, experience and work ethic have enabled him to successfully handle the most problematic assignments in Los Angeles, Orange, San Bernardino, Riverside and San Diego counties.

RELEVANT PROJECT EXPERIENCE

South Side of La Palma Avenue Project | City of Anaheim

The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. As acquisition and relocation agent, Chris' responsibilities include: preparing and presenting offer packages; reviewing title, design and parcel maps; making settlement recommendations, as necessary; coordinating escrow; clearing title; and file close-out.

Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario

Chris is a senior acquisition and relocation agent for this project. He is responsible for completing negotiations and preparing offer packages for the partial acquisitions and temporary construction easements.

Bristol Street Widening Project | City of Santa Ana

The Bristol Street Corridor serves as a vital north-south transportation link that has regional and local significance. Chris was the lead acquisition agent performing acquisition and relocation services for this street widening project. Once he established an open line of communication with the property owners and gained credibility, he entered into negotiations and ensured a seamless transaction. Once the properties were acquired, he successfully worked with tenants being relocated and prepared buildings for demolition.

Highway 111/Frank Sinatra Drive Improvement Project | City of Rancho Mirage

As part of the Highway 111 and Frank Sinatra Drive Improvement Project, the City of Rancho Mirage needed the assistance of a right of way company to acquire street right of way and temporary construction easements needed for the construction of street intersection improvements. Chris assisted in providing turn-key right of way services, including acquisition, escrow coordination and right of way certification.

Atlanta Avenue Widening Project | City of Huntington Beach

The City of Huntington Beach planned to widen Atlantic Avenue, near Delaware Street, to accommodate two lanes of traffic moving in each direction plus a dedicated bike lane. In order to move the project forward, the City needed to acquire the Pacific Mobile Home Park. Chris assisted with relocation claim processing and utility coordination as result of the eight mobile home acquisitions for the project.

Bastanchury Road Widening Project | City of Yorba Linda

As part of this proposed street widening project, the City needed to acquire seven parcels that became very complex, including temporary construction easements and obtaining rights of entry to modify private driveways to match the elevation of street improvements. Chris worked extremely closely with property owners to quickly and effectively acquire the appropriate land. He also collaborated with the appraisers, title officers and land surveyors to ensure a seamless delivery to the City.

Ranchero Road/I-15 Interchange Project | City of Hesperia

Chris was responsible for the right of way acquisitions, including review of preliminary title reports, coordination of appraisal reports, preparation of conveyance documents and agreements, right of way acquisition/negotiations, escrow coordination and right of way certification under Caltrans guidelines. He coordinated closely with BNSF in connection with the grade separation.





BRETT A. PAULSON
SR/WA, R/W-RAC, NAC

**RELOCATION
MANAGER**



EDUCATION & COURSEWORK

Grempler Real Estate
School Principles and Law

IRWA Disciplinary
Courses (23)

Principles of Real
Estate Acquisition

Ethics and the Right of
Way Profession

Business Relocation

URA Executive Summary



LICENSES & CERTIFICATIONS

SR/WA Designation

R/W-RAC Designation

R/W-NAC Designation



PROFESSIONAL AFFILIATIONS

Member, International Right
of Way Association

Past Chairman, Property
Management, International
Right of Way Association
(IRWA) Chapter 46

Past Assistant Treasurer
and Secretary, IRWA
Chapter 46

With more than 20 years of experience in privately and publicly financed projects, Brett Paulson is an expert in planning, managing and coordinating all aspects of right of way projects, including: site selection, licensing, acquisition, relocation, condemnation support, property management and demolition. He is highly efficient in developing metrics for measuring performance and ensuring agents execute work plans, initiatives, strategies, processes and procedures. Having taken 23 International Right of Way Association disciplinary courses, Brett is very experienced with the application of federal regulations and guidelines associated with acquisition, relocation assistance and management of real property for public entities. He routinely undertakes public works projects requiring total compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, California local and state requirements, Caltrans and the Federal Highway Administration.

RELEVANT PROJECT EXPERIENCE

South Side of La Palma Avenue Project | City of Anaheim

The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. As quality manager, Brett is coordinating with the appraiser and review appraiser to complete appraisal assignments and inspections. His responsibilities also include: reviewing title reports to verify potential impacts to the right of way area; standard quality control for appraisals, review appraisals and offer packages; database set-up and electronic file management; oversight of the right of way certification process; and coordination with the City's public works department to collect data for utility relocation.

Towne Square Project | City of Ontario

As project manager, Brett worked with the City to successfully relocate a Firestone dealer/auto repair shop, printing shop, smoke shop, pawn shop, restaurant, stationery store, music store, vitamin shop, cell phone sales store and two insurance companies.

I-10 Citrus Avenue Interchange Project | City of Fontana

As project manager, Brett's responsibilities included: reviewing appraisals and providing support for proposed administrative settlements, offering solutions where needed. He relocated many difficult business owners, including several trucking operations, an industrial construction plumbing company and a gas station.

50-Acre School Site Project | Colton Joint Unified School District

Brett managed this heavy-industrial, 50-acre acquisition/relocation project for a school site. The assignment included acquisition and relocation of several towing yards, warehouse operations, and a 30-plus acre saw mill.

Bristol Street Widening Project | City of Santa Ana

The Bristol Street Widening Project was the largest city road widening project in Orange County, funded by state, federal and OCTA funds. Brett was responsible for overall quality control/quality assurance. He oversaw internal processes and managed files and documentation, ensuring compliance with all relevant regulations, policies and procedures. Brett maintained involvement in vital components of the project, including project budgets, MS Project schedules, procurement issues and overseeing 12 other consultants and 370 cases.

Del Obispo Road Widening Project | City of San Juan Capistrano

Brett is managing the right of way acquisition services for the Del Obispo Street Widening Project, which will widen Del Obispo Street on its west side between Calle Aspero and Paseo De La Paz. An additional lane, bike lane and sidewalk will be added and the project will affect approximately 750 feet of Del Obispo Street. He is overseeing the team, as well as CPSI's subconsultants, to provide appraisal and acquisition services for additional right of way and temporary construction easements for six parcels.





JACKIE MARTINEZ
BILINGUAL

**PROJECT
COORDINATOR**



**EDUCATION
& COURSEWORK**

IRWA Disciplinary
Courses
CA ANG Fort Lee, VA
Quartermaster School
of Logistics



**LICENSES &
CERTIFICATIONS**

Licensed Bureau
Real Estate Salesperson,
No. 01881611
California Notary Public
No. 1999776
HR Management
Certification, California
State University, Fullerton



**PROFESSIONAL
AFFILIATIONS**

Member, International Right
of Way Association
Member, American Public
Works Association
Member, Society for
Marketing Professional
Services
Member, Women
Transportation Seminar
Member, Orange County
Association of Realtors

Jackie Martinez has nine years of experience in many aspects of the professional real estate industry and has gained exposure to several facets of the right of way industry, including working with municipal agencies, cities, title officers and escrow officers on federally funded projects. Her role as project coordinator has contributed to her expertise and knowledge of project disciplines, including disseminating project information, project management, developing and maintaining project deliverables.

RELEVANT PROJECT EXPERIENCE

South Side of La Palma Avenue Project | City of Anaheim

The City of Anaheim required comprehensive right of way services for four parcels, consisting of family residences, located on La Palma Avenue for the South Side of La Palma Avenue Project. As project coordinator, Jackie coordinates all project schedules, deliverables, escrow and information required from CPSI's subconsultants to ensure the project on time and within budget.

Philadelphia Street/Cypress Avenue Street Widening Project | City of Ontario

Jackie is the project coordinator assisting in the preparation of offer packages. She is also responsible for coordinating and managing project deliverables for the necessary partial acquisitions and temporary construction easements.

Newport Blvd./32nd St. Intersection Widening Project | City of Newport Beach

For this intersection improvement project, Jackie was responsible for coordinating the preliminary acquisition phase which includes: ordering preliminary title reports, drafting and sending out notices, appraisal coordination, escrow coordination and preparing offer packages.

Bristol Street Widening Project | City of Santa Ana

The Bristol Street Corridor serves as a vital north-south transportation link with regional and local significance. The roadway improvements for this project provided safe mobility for all users, including pedestrians, bicyclists, transit riders, and motorists. Jackie was responsible for overall project coordination, preparation of offer letters/packages, coordinating and ordering appraisals, completing escrows and title coordination, market research, progress report preparation and file documentation, including obtaining recorded deeds from the City Clerk's office.

Bastanchury Road Widening Project | City of Yorba Linda

As part of the proposed street widening project along Bastanchury Road, the City of Yorba Linda needed to acquire seven parcels that became very complex cases along Bastanchury Road, including temporary construction easements and obtaining rights of entry to modify private driveways as necessary to match the elevation of street improvements. Jackie's role included: project coordination, preparation of offer letters/packages, coordinating and ordering appraisals, completing escrow and title coordination, market research, progress report preparation and file documentation.

Atlanta Avenue Widening Project | City of Huntington Beach

The City planned to widen Atlantic Avenue, near Delaware Street, to accommodate two lanes of traffic moving in each direction plus a dedicated bike lane. In order to move the project forward, the City needed to acquire the Pacific Mobile Home Park. Additionally, a temporary construction area was needed to allow for construction, relocation of utilities and blending the remaining private property with the new street configuration. As project coordinator, Jackie was responsible for coordinating project materials and research, generating schedules reports, managing meeting minutes, updating project information, scheduling meetings, conferences and other project-related events.

Redlands Boulevard/Alabama Street Intersection Project | City of Redlands

This project proposed several key goals, including improving the intersection's geometry by removing a 22-foot offset of through lanes on Alabama Street where they traverse Redlands Boulevard. Jackie was responsible for developing and maintaining project deliverables under the direction of the project director, coordinating project materials and research, generating schedules reports, managing meeting minutes, updating project information and scheduling meetings.



JOHN P. LAURAIN

MAI, ASA

PRIMARY APPRAISER

R.P. Laurain & Associates



EDUCATION & COURSEWORK

Coursework, Cypress
Community College



LICENSES & CERTIFICATIONS

Certified General Appraiser,
No. AG025754
MAI, Designated Member
of the Appraisal Institute



PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
Office of Real Estate
Appraisers, State of
California
Senior Member, American
Society of Appraisers

John Laurain conducts real estate appraisal and valuation consultation services for public purposes, including: eminent domain studies; street widening and grade separation (bridge) projects; public school and university expansion projects; relocation studies; housing and public loan programs; Navy housing; senior housing; public bond measures; leasing of publicly-owned properties; Quimby Act park fee studies; Fair Political Practices Commission analyses; budgetary studies; and transfers (exchanges) of properties between public agencies. He has also provided private real estate appraisal services for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies and other private uses.

RELEVANT APPRAISAL EXPERIENCE

The following table provides a summary of certain right of way and partial acquisition Appraisal and Review Appraisal reports, conducted by John throughout the past 12 months.

PROJECT	CLIENT	SCOPE
South Side of La Palma Avenue	City of Anaheim	Four review appraisals for partial acquisitions
Philadelphia Street and Cypress Avenue Widening	City of Ontario	Five review appraisals for partial acquisitions and temporary construction easements
Coast Highway Widening	City of Newport Beach	Two appraisals for the partial acquisitions of a restaurant and office
Buena Park Church Property	City of Buena Park	One appraisal for a full and partial acquisition study
Flood Control Channel Project	County of Orange	Two appraisals for partial acquisitions

PROJECT	CLIENT	SCOPE
Wilmington Avenue Street Widening	County of Los Angeles	Two appraisals for partial acquisitions
Eastside Bike Lane Project	County of Los Angeles	For appraisals for road easements and temporary construction easements
OC Streetcar Project	OCTA	Two review appraisals
State Route 60 Widening	RCTC	Three review appraisals for partial acquisitions
Rosecrans Avenue Grade Separation	Los Angeles METRO	Five appraisals for partial acquisitions and temporary construction easements

REPRESENTATIVE CLIENTS

- City of Alhambra
- City of Artesia
- City of Azusa
- City of Baldwin Park
- City of Bell
- City of Bellflower
- City of Buena Park
- City of Burbank
- City of Carson
- City of Cathedral City
- City of Compton
- City of Covina
- City of Cudahy
- City of Cypress
- City of Diamond Bar
- City of Downey
- City of El Monte
- City of El Segundo
- City of Glendale
- City of Hawaiian Gardens
- City of Huntington Beach
- City of Huntington Park
- City of Industry
- City of Irwindale
- City of La Mirada
- City of Lawndale
- City of Long Beach
- City of Los Alamitos
- City of Los Angeles
- City of Monrovia
- City of Monterey Park
- City of Newport Beach
- City of Norwalk
- City of Ontario
- City of Palmdale
- City of Palm Springs
- City of Paramount
- City of Pasadena
- City of Riverside
- City of Rosemead
- City of San Juan Capistrano
- City of Santa Ana
- City of Santa Fe Springs
- City of Seal Beach
- City of Signal Hill
- City of South El Monte
- City of South Gate
- City of Tustin
- City of Upland
- City of West Hollywood
- City of Whittier
- Los Angeles METRO
- OCTA
- RCTC



CHRISTIE SANTOLUCITO

R/W-AC

REVIEW APPRAISER

Santolucito Doré Group, Inc.



EDUCATION & COURSEWORK

Bachelor's Degree,
Business Administration
and Leadership,
Concordia University



LICENSES & CERTIFICATIONS

Certified General Appraiser,
No. AG043715
CalBRE Salesperson,
No. 01820326
CalBRE Broker
Pending
SR/WA Designation,
Pending
Notary Public California,
No. 2132578



PROFESSIONAL AFFILIATIONS

Member, International
Right of Way Association
(Chapter 57 Board Member)
Candidate, Designation,
Appraisal Institute (SCCAI
IEMTS Committee Member)

Christie Santolucito is the President of Santolucito Doré Group, Inc. In this role, she directs all valuation assignments and is responsible for the day-to-day operations of the business. Christie is the lead review appraiser and works closely with her partner, Lance W. Doré, MAI, FRICS, on complex appraisal assignments. She is a Certified General Real Estate Appraiser who holds the Right of Way Appraisal Certification (R/W-AC) through the International Right of Way Association (IRWA) and is a candidate for designation through the Appraisal Institute. Christie has performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agencies and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multifamily residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

RELEVANT APPRAISAL EXPERIENCE

California High-Speed Rail Project | California High-Speed Rail Authority (CHSR)

As appraisal manager/review appraiser, Christie is managing the subconsultant appraisers and reviewing appraisals for this large-scale project. Property types include agricultural, residential, commercial and industrial properties primarily impacted by complex partial acquisitions.

Raymond Avenue Grade Separation | City of Fullerton

Christie served as appraisal manager/review appraiser, providing appraisal management and appraisal reviews for 34 commercial and residential parcels impacted by the grade separation. She also assisted with utility relocation coordination.

Lakeview Avenue Grade Separation | OCTA

As review appraiser, Christie provided capital cost estimates in the planning stages of this project and went on to provide appraisal reviews for several properties with significant damages as a result of construction in the manner proposed.

Vineyard Avenue Grade Separation | City of Ontario

Christie completed cost estimating in the planning stages of this project and later provided appraisal management and appraisal review services for the nine impacted parcels. A Right of Way Certification was obtained by Caltrans District 8.

Redlands Passenger Rail Program | SANBAG

As the review appraiser, Christie assisted with right of way cost estimating efforts for various alternatives in the planning stages, helped acquire right of entry permits for environmental site investigations and geotechnical boring, and is currently providing appraisal management and appraisal review services for these important railroad infrastructure projects. She previously appraised 24 properties and reviewed appraisals of 54 properties for the 16-mile corridor Omnitrans sbX Bus Transit Project, which is associated with this program.

Sepulveda Boulevard Bridge Widening | City of Manhattan Beach

Christie provided appraisal management and appraisal review services for this bridge widening project.

Environmental Mitigation Program | OCTA

Christie's responsibilities included appraisal review, escrow coordination and other real estate support services for multiple 150-plus-acre mitigation properties being acquired under this program to offset the environmental impacts of the 13 freeway projects throughout Orange County. Additionally, Christie assisted OCTA with a lot line adjustment, land swap and access easement on private property adjacent to one of their recently acquired properties in the City of Brea.

SR-89 Mousehole Undercrossing/Path Design Project | Town of Truckee

Christie provided appraisal review services for this Caltrans on-system project.

State College Boulevard Grade Separation | City of Anaheim

As appraisal manager, Christie provided cost estimating services in the planning stages of this project and later provided appraisal management for the early acquisition of several critical parcels.



STEVE HJELMSTROM
ASA

FF&E APPRAISER

Hjelmstrom & Associates



EDUCATION
& COURSEWORK

Bachelor's Degree,
Industrial Technology,
California State University
Long Beach

**Graduate School of
Business, Product
Development and
Manufacturing Strategy,**
Stanford University

Associate's Degree,
Golden West College

ASA Disciplinary Courses



LICENSES &
CERTIFICATIONS

**Certified General Real
Estate Appraiser**

USPAP Certification



PROFESSIONAL
AFFILIATIONS

American Society
of Appraisers

American Composites
Manufacturing Society

American Production and
Inventory Control Society

Steve Hjelmstrom has more than 10 years of appraisal experience in machinery & equipment, real property, and improvements to the realty and is a certified Machinery & Technical Services appraiser. He has been qualified by the Superior Court of Los Angeles, Orange County, and the U.S. Bankruptcy as an Expert Witness. He has significant experience in California Code of Civil Procedure 1263.310-330 compliant appraisals on projects involving eminent domain for the Los Angeles, Orange, San Bernardino, Riverside, Fresno and Madera counties. Steve held senior-level management positions in commercial aerospace and non-aerospace industries. In 2001, Steve acquired a struggling small plastics manufacturing company. Under his leadership, the company became profitable and was sold in 2008. Throughout his career, Steve was directly responsible for the purchase and liquidation of machinery, equipment, and facilities providing extensive knowledge of machinery, office equipment, and furniture values under normal and distress procurement and liquidation conditions.

RELEVANT FF&E APPRAISAL EXPERIENCE

Steve has conducted more than 200 FF&E appraisals for different California public agencies, giving him an unparalleled understanding of these types of projects. His a snapshot of his recent experience is provided in the following table.

PROJECT	CLIENT	SCOPE
I-5 Freeway Widening	Caltrans	More than 15 FF&E appraisals, including a gas station, restaurants and offices
Bristol Street Widening Project	City of Santa Ana	More than 20 FF&E appraisals



PROJECT	CLIENT	SCOPE
La Habra Civic Center Access Improvement Project	City of La Habra	FF&E appraisal of a dental office
California High-Speed Rail Project	California High-Speed Rail Authority	More than 150 FF&E appraisals
Multiple Improvement Projects	Los Angeles METRO	FF&E appraisals for more than 20 projects

PROFESSIONAL EXPERIENCE

Steve was employed with four capital venture investment groups specializing in manufacturing and assembly of aerospace and commercial products. As head of operations, his objective was to acquire troubled companies, make them profitable, and sell to prospective buyers. In this capacity, Steve gained hands-on experience and was accountable for the activities below:

- Auditing of manufacturing accounting, budgets, and finances
- Management of manufacturing facilities, equipment, and operational processes
- 25 years of acquisition, leasing, and selling furniture, machinery and equipment
- 15 years buying, selling, and merging companies with revenues from \$30 million to \$300 million
- 25 years department management and supervision of between 5 to 350 employees
- Owner of a plastics manufacturing company with \$2 million sales revenue and 25 employees



DONNA DESMOND

ASA

GOODWILL APPRAISER

Donna Desmond Associates



EDUCATION & COURSEWORK

Bachelor's Degree,
University of California,
Los Angeles
ASA Disciplinary Courses



LICENSES & CERTIFICATIONS

Certified General Real
Estate Appraiser
DBE Certification



PROFESSIONAL AFFILIATIONS

Member, American Society
of Appraisers
Member, Institute of
Business Appraisers

Donna Desmond, President of Donna Desmond Associates, has specialized in business valuation since 1988. She has completed thousands of appraisal assignments for both public agencies and private parties throughout California. Donna has qualified as an expert in goodwill loss and business damages in federal district court and in California superior courts in Los Angeles, Orange, Riverside, San Bernardino, San Diego, Kern, Santa Clara, San Mateo, San Francisco and Contra Costa counties and in Nevada and Texas. Additionally, Donna has testified extensively in arbitration throughout the state.

Ms. Desmond is a senior member of the American Society of Appraisers, Business Valuation discipline and a member of the International Right of Way Association. Ms. Desmond regularly gives seminars to public agencies, attorney groups and right of way organizations.

RELEVANT LOSS OF BUSINESS GOODWILL APPRAISAL EXPERIENCE

Imperial Highway Smart Street Project | City of Brea

Donna provided the City of Brea with goodwill loss appraisal and expert testimony services related to the partial acquisition of a gasoline service station located on Imperial Highway. She was hired by the City of Brea's legal counsel, Richards, Watson & Gershon.

Bristol Street Widening Project | City of Santa Ana

The Bristol Street Corridor serves as a vital north-south transportation link with regional and local significance. The roadway improvements for this project provided safe mobility for all users, including pedestrians, bicyclists, transit riders, and motorists. The project resulted in the relocation of more than 100 businesses. Donna was responsible for providing loss of business goodwill appraisal services.

Various Grade Separation Projects | OCTA

Donna has and continues to provide OCTA with loss of business goodwill appraisal and expert testimony services for five grade separation projects and a number of other projects throughout Orange County.

BARBORA KONECNA

PLS

SURVEY MANAGER

Calvada Surveying, Inc.



EDUCATION & COURSEWORK

M.B.S. Land Survey
Courses,
University of Civil
Engineering, Brno, Czech
Republic

3D Modeling Coursework
Cybertek College



LICENSES & CERTIFICATIONS

Professional Land
Surveyor, No. 8498



PROFESSIONAL AFFILIATIONS

International Right of
Way Association

Ms. Konecna began her career in the Czech Republic in 1997. During that time, she developed specialized skills in engineering and land surveying while working for Geopoint in the Czech Republic and then at Calvada, starting in 2001. Ms. Konecna's experience includes the oversight and management of several key client projects including Bechtel National, Inc. & Shaw Environmental & Infrastructure, Inc. under their Navy Clean II and III contract; CH2Mhills and Earth Tech's AFCEE contracts and was primarily responsible for completing all survey reports for projects completed for Alameda Point, Naval Stations-San Diego, Naval Weapons Station-Seal Beach, March Air Force Base, El Toro Marine Base, Tustin Marine Base and Hunters Shipyard.

RELEVANT PROJECT EXPERIENCE

- Mapping (Sub to Kimley Horn & Associates) City of Woodland Hills
- ALTA/Topography Design Survey (Sub to Dee Jasper & Associates) Blythe
- California Water Services Company in the City of Montebello

Water Line Design Project | Elsinore Valley Metropolitan Water District

As Project Manager, Ms. Konecna was responsible for leading and coordinating the field and office efforts, coordinating with the aerial company, utility purveyors and responding to all clients' needs. The project consisted of 5 miles of topographic survey of various streets in Lake Elsinore for future water line design.

Various Street Rehabilitation Projects | City of Burbank

As Project Manager for various rehabilitation projects in the City of Burbank, Barbora is responsible for providing all the topography survey. This includes determining enough horizontal location and elevation of ground points to provide enough data for plotting when the map is prepared, locating natural and man-

made features that may be required by the purpose of the survey, computing distances, angles, volumes and elevations of earthwork and drawing the topographic maps.

Athens Park Design Project | City of Willowbrook

As Project Manager, Barbora lead all surveying efforts and was responsible for overseeing the topographic survey team of approximately a 20-acre park in the City of Willowbrook for future design purposes. This project is an improvement to an existing park, making major improvements to a neighborhood park. Topography survey included determining enough horizontal location and elevation of ground points to provide enough data for plotting when the map is prepared, locating natural and man-made features that may be required by the purpose of the survey, computing distances, angles, volumes and elevations of earthwork and drawing the topographic maps.

Old River One Solar Project | Kern County

Barbora lead all field and office efforts in order to finish the given task on time as requested by the client. The scope consisted of a combination of a field survey and an aerial survey of a 240-acre site that will construct and operate two solar photovoltaic (PV) power generating facilities on two contiguous sites, in unincorporated portions of Kern County, California. After the field survey was completed and boundary analysis performed the client requested Calvada's support services for submitting a Lot Line Adjustment application and various easement exhibits which Barbora was responsible for.



JOHN JAY ROBERTS

PG, CEG

SENIOR GEOLOGIST

Ninyo & Moore



EDUCATION & COURSEWORK

Bachelor's Degree,
Geology, University of
Southern California



LICENSES & CERTIFICATIONS

PG California, No. 3489
CEG California, No. 1018



PROFESSIONAL AFFILIATIONS

Member, Association of
Engineering Geologists
Member, National
Groundwater Association

As a Senior Geologist, John Jay Roberts has extensive experience performing environmental and geotechnical investigations of commercial and industrial properties and environmental site assessments of school sites, including Phase I, PEA, SSI, RAW, RAP and O&M plans. He has completed characterization, remediation and human health assessments on numerous properties. John prepared successful applications for Brownfields clean-up grants and managed and performed hydrogeologic investigations, groundwater resource evaluations, and water supply studies. He also provides expert witness and litigation support for environmental, geotechnical and mining matters.

RELEVANT PROJECT EXPERIENCE

Raymond Ave./State College Blvd. Grade Separation Projects | City of Fullerton

John served as the Technical Director for Initial Site Assessments (ISAs) and subsequent Phase II Environmental Site Assessments (ESAs) for the two separate BNSF rail crossing proposed grade separation projects at State College Boulevard and Raymond Avenue.

The project sites consisted of public right-of-way and full and partial takes of several adjoining properties. The purpose of the ISAs was to evaluate the likelihood that hazardous substances which may be present in soil or groundwater beneath the project sites as a result of on- or off-site activities. Ninyo & Moore identified several potential environmental concerns including the presence of asbestos containing material and lead based paint in structures planned for demolition, aerially deposited lead (ADL) in soil, impacted groundwater and potential soil and groundwater contamination resulting from various on- and off-site sources. Ninyo & Moore subsequently performed a Phase II ESA of the project sites which included an ADL survey. The objectives of the sampling were to evaluate construction worker safety issues related to possible subsurface impact of detected chemicals, to characterize the waste expected to be generated during construction, and recommend disposal and reuse options.

The Phase II ESA evaluated the presence of possible chemicals that may exceed the acceptable regulatory limits or compromise the safety of the construction workers on site. Based on the analytical results and the statistical analyses performed on the results, Ninyo & Moore provided recommendations to address worker exposure to site contaminants and waste disposal options for the detected chemicals of concern. They also recommended the preparation of a lead compliance plan for both projects, due to elevated lead concentrations in shallow soil. In addition, Ninyo & Moore has provided estimated volumes and locations of soil impacted with petroleum hydrocarbon soil and potential hazardous waste anticipated to be encountered during construction.

On-Call Environmental Services for Multiple Grade Separation Projects | OCTA

John served as the professional-in-charge under several on-call agreements. One project included the assessment, remediation cost estimating, and remediation specification preparation for the Placentia Avenue/Kraemer Avenue/BNSF Railroad grade separation projects in Fullerton. His tasks included Phase I and Phase II Environmental Site Assessments (ESAs) of industrial parcels and the BNSF parcels identified for acquisition or lease arrangements. More than 30 soil borings to depths of up to 80 feet were included in the Phase II ESAs. Using information from OCTA's project design engineers the assessment information was used to generate estimates of remediation costs for the soil contamination identified, and specifications were prepared for inclusion in the construction bidding documents to address the identification and management of contaminated soils.

Patsaouras Plaza Busway Station | Los Angeles METRO

As principal geologist for the proposed construction of the Patsaouras Plaza Busway Station pedestrian bridge, located at North Vignes Street and U.S. Route 101 John is overseeing the following services: attending scoping meetings with Caltrans District 7 and METRO to identify specific activities required to complete the encroachment permit process; preparing an Aerially Deposited Lead (ADL) survey work plan and a site specific health and safety plan; and coordinating with METRO to achieve an ADL survey work plan approved by Caltrans. This project is closely coordinated with Caltrans District 7, who reviews and approves the various plans and reports.



CHRIS MAZIAR

SR. TITLE OFFICER

*Commonwealth Land
Title Company*



EDUCATION & COURSEWORK

Mt. San Antonio
Community College



LICENSES & CERTIFICATIONS

CLTA/ALTA Underwriting
Guidelines and Procedures

Fraud, Forgery,
Foreclosures,
Bankruptcies Certificates



PROFESSIONAL AFFILIATIONS

Member, International Right
of Way Association

California Land and
Title Association

Chris Maziar is a Commercial Title Officer with 32 years of experience in the title industry. He works effectively with property owners, attorneys, lenders and right of way firms. Chris has an extensive background in commercial and industrial title searching and examining. He has overseen the completion of thousands of full and partial takes throughout the last ten years. Chris is skilled at using the Microsoft Office Suite. In addition, he has excellent communication, leadership and time management skills. As a title officer, he makes underwriting decisions and resolves challenges with items that may cloud title. Chris often foresees potential issues and presents ways in which to remedy them with little or no additional cost or time to the client.

RELEVANT PROJECT EXPERIENCE

Chris served as the Sr. Title Officer for each of the following projects, which included the issuance of preliminary title reports, litigation guarantees, a final CLTA or ALTA policy and the escrow closing of a partial or full acquisition.

PROJECT	CLIENT	SCALE
Philadelphia Street and Cypress Avenue Widening Project	City of Ontario	Six parcels
South Side of La Palma Avenue Project	City of Anaheim	Four parcels
Highway 111 and Frank Sinatra Drive Improvement Project	City of Rancho Mirage	Six parcels
Atlanta Avenue Widening Project	City of Huntington Beach	29 parcels
Bastanchury Road Widening Project	City of Yorba Linda	Seven parcels
Colton Crossing Grade Separation	SANBAG	15 parcels
Raymond Avenue Grade Separation	City of Fullerton	15 parcels
SR-210 Widening at 3rd Street and 5th Street	City of Highland	42 parcels
Vineyard Avenue Grade Separation	City of Ontario	10 parcels
Tustin/Rose Grade Separation	OCTA	19 parcels
State College Grade Separation	OCTA	29 parcels
Redlands Boulevard/Alabama Street Intersection Project	City of Redlands	22 parcels
Lakeview Avenue Grade Separation	OCTA	11 parcels

ACKNOWLEDGMENT OF ADDENDA

CPSI acknowledges receipt of Addendum No. 1, issued by the City on December 21, 2016. We have provided a signed copy of the addendum on the following pages.



REQUIRED FORMS

CPSI has completed the City's below required forms and provided them on the following pages:

- Status of Past and Present Contracts Form
- Exhibit 10-O1: Consultant Proposal DBE Commitment
- Exhibit 10-O2: Consultant Contract DBE Information
- Exhibit 10-Q: Disclosure of Lobbying Activities





CONTACT

MARCELLA JORGENSEN / PRESIDENT + CEO

(949) 299-5308

MJORGENSEN@CPSI-ROW.COM



RIGHT OF WAY + REAL ESTATE SERVICES

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 06/06/2017
SUBJECT: Amendments to Legal Services Agreements

RECOMMENDATION

Approve Amendment No. 6 to the Amended and Restated Agreement for Professional Legal Services dated July 1, 2004 between the City of Brea and Richards, Watson & Gershon, Inc. and Amendment No. 3 to the Amended and Restated Agreement for Professional Legal Services dated July 1, 2004 between the Successor Agency to the Brea Redevelopment Agency and Richards, Watson & Gershon, Inc.

BACKGROUND/DISCUSSION

The City of Brea (City) and the Successor Agency to the Brea Redevelopment Agency (Successor Agency) contract for legal services with the firm of Richards, Watson & Gershon, Inc. James Markman, a shareholder in the firm, serves as City Attorney and General Counsel to the Successor Agency. The most recent Amended and Restated Agreements for Professional Legal Services (City Agreement and Successor Agency Agreement) are dated July 1, 2004 and have been amended from time to time.

The firm maintains offices in the Brea Civic & Cultural Center. The City and Successor Agency have enjoyed an excellent relationship and have been provided with superior legal service by the firm for several years. At this time, Richards, Watson & Gershon, Inc. is requesting an adjustment to their rates for both the City and Successor Agency Agreements. The last change to the rates for legal services was July 1, 2015 (Attachment A).

ANALYSIS

The proposed changes are reflected in the attached amendments. Amendment No. 6 reflects the changes to the agreement with the City and Amendment No. 4 reflects changes to the Successor Agency Agreement.

City - Amendment No. 6

The firm currently receives \$185 per hour for services rendered for the first sixty (60) hours per month of service to the City other than litigation. Services above sixty (60) hours are provided at a rate of \$215 per hour for James L. Markman; \$205 per hour for other shareholders and senior associates and contract attorneys (those with at least fifteen (15) years experience as licensed attorneys); \$185 per hour for other firm associates; \$150 for paralegals and \$95 per hour for firm clerks. Amendment No. 6 proposes to increase the current hourly rates as follows:

SUMMARY CHART

	Current Hourly Rate	Proposed Hourly Rate - July 1, 2017	Percentage Increase over past 2 years
First Sixty (60) Hours of Service	\$185	\$190	2.7%
James L. Markman	\$215	\$230	7.0%
Other Shareholders, Senior Associates, and Contract Attorneys	\$205	\$220	7.3%
Other Associates	\$185	\$200	8.11%
Paralegals	\$150	\$165	10.0%
Clerks	\$95	\$110	15.8%

Successor Agency Agreement - Amendment No. 4

The current agreement with the Successor Agency provides for a monthly retainer of \$2,000, plus \$215 per hour for services provided by James L. Markman; \$210 per hour for other shareholders and senior associates and contract attorneys (those with at least fifteen (15) years experience as licensed attorneys); \$190 per hour for other firm associates; \$150 for paralegals and \$110 per hour for firm clerks. The proposed Amendment No. 4 increases the hourly rates by \$15 per hour, with no change in the monthly retainer as follows:

SUMMARY CHART

	Current Hourly Rate	Proposed Hourly Rate - July 1, 2017	Percentage Increase over past 2 years
James L. Markman	\$215	\$230	7.0%
Other Shareholders, Senior Associates, and Contract Attorneys	\$210	\$225	7.1%
Other Attorneys	\$190	\$215	7.9%
Paralegals	\$150	\$165	10.0%
Clerks	\$110	\$125	13.6%

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this Agenda Report and the proposed amendments at its regular meeting of May 30, 2017 and recommended approval.

FISCAL IMPACT/SUMMARY

For Fiscal Year 2017-2018, the City budget for general legal services is \$375,000 while the Successor Agency budget for general counsel is \$36,000. Based upon billing history for 2016, excluding litigation matters and public finance work, it is anticipated that the new rate structure will result in an increase of approximately \$25,000 for the City and approximately \$2,500 for the Successor Agency annually. It is noted, these assumptions do not include litigation matters or public finance work.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Cindy Russell

Attachments

Proposed Amendments



RICHARDS | WATSON | GERSHON

ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

1 Civic Center Circle, PO Box 1059, Brea, California 92822-1059
Telephone 714.990.0901 Facsimile 714.990.6230

RICHARD RICHARDS
(1916-1988)

GLENN R. WATSON
(1917-2010)

HARRY L. GERSHON
(1922-2007)

STEVEN L. DORSEY
WILLIAM L. STRAUSS
GREGORY W. STEPANICH
QUINN M. BARROW
CAROL W. LYNCH
GREGORY M. KUNERT
THOMAS M. JIMBO
ROBERT C. CECCON
STEVEN H. KAUFMANN
KEVIN G. ENNIS
ROBIN D. HARRIS
MICHAEL ESTRADA
LAURENCE S. WIENER
B. TILDEN KIM
SASKIA T. ASAMURA
KAYSER O. SUME
PETER M. THORSON
JAMES L. MARKMAN
CRAIG A. STEELE
T. PETER PIERCE
TERENCE R. BOGA
LISA BOND
ROXANNE M. DIAZ
JIM G. GRAYSON
ROY A. CLARKE
MICHAEL F. YOSHIBA
REGINA N. DANNER
PAULA GUTIERREZ BAEZA
BRUCE W. GALLOWAY
DIANA K. CHUANG
PATRICK K. BOBKO
DAVID M. SNOW
LOLLY A. ENRIQUEZ
GINETTA L. GIOVINCO
TRISHA ORTIZ
CANDICE K. LEE
JENNIFER PETRUSIS
STEVEN L. FLOWER
TOUSSAINT S. BAILEY
AMY GREYSON
DEBORAH R. HAKMAN
D. CRAIG FOX
MARICELA E. MARROQUIN
SERITA R. YOUNG
INDER KHALSA
WHITNEY G. McDONALD
SEAN B. GIBBONS
STEPHANIE CAO
PATRICK D. SKAHAN
STEPHEN D. LEE
YOUSTINA N. AZIZ
BRENDAN KEARNS
KYLE H. BROCHARD
NICHOLAS R. GHIRELLI
ISRA SHAH
ISAAC M. ROSEN
ROMTIN PARVARESH
ANDREW R. CONTREIRAS
CASEY STRONG
STEVEN A. NGUY
MARVIN E. BONILLA
BENNETT A. GIVENS
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CENTRAL COAST OFFICE
TELEPHONE 805.439.3515

January 17, 2017

Bill Gallardo, City Manager
City of Brea
1 Civic Center Circle
Brea, California 92821

Re: Draft Proposed Modified Retainer Agreements

Dear Bill:

I am transmitting herewith proposed new retainer agreements with the City and the Successor Agency. These agreements reflect the \$15 per hour rate increase which we discussed and I am requesting. No other modifications to the agreements are suggested. The rate increases would become effective on July 1, 2017. I hope you agree that the resulting rates would reflect the market in which public law lawyers provide services. We want to proceed with this request in conjunction with your budget process and seek your recommendation for Council approval.

Please call with any questions.

Very truly yours,

James L. Markman
City Attorney
City of Brea

Enclosures

11222-0001\2033463v1.doc

**AMENDMENT NO. 6
TO AMENDED AND RESTATED AGREEMENT
FOR PROFESSIONAL LEGAL SERVICES**

This Amendment No. 6 is made and entered into by and between CITY OF BREa (“City” hereinafter) and RICHARDS, WATSON & GERSHON, A Professional Corporation (“Attorneys” hereinafter).

RECITALS

(i) On July 1, 2004 City and Attorneys entered into an Agreement entitled “Amended and Restated Agreement for Professional Legal Services – City Attorney” (“the Agreement” hereinafter).

(ii) It is the purpose of this Amendment No. 6 to amend the Agreement as to rates for services charged by Attorneys to City commencing July 1, 2017.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1.

Paragraphs A and B of Section 4 of the Agreement hereby are amended to read as follows:

“A. The first sixty (60) hours of work performed hereunder, regardless of which firm attorney performs those services, shall be compensated at the rate of \$190.00 per hour commencing on July 1, 2017. The first sixty (60) hours each month shall be calculated by adding together all time expended by attorneys in attending Council meetings and Planning Commission meetings and, if necessary, adding thereto the first hours of service delivered during that month, other than on litigation, on a chronological basis.

“B. Attorneys shall be compensated for all work performed in accordance with the following rates:

“(i) At the rate of \$230.00 per hour commencing on July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by James L. Markman;

“(ii) At the rate of \$220.00 per hour commencing on July 1, 2017 unless and until modified by a subsequent amendment to the

Agreement for work performed by other shareholders and senior associates and contract attorneys (those with at least fifteen (15) years experience as licensed attorneys);

“(iii) At the rate of \$200.00 per hour commencing July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by other firm associates;

“(iv) At the rate of \$165.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by firm paralegals;

“(v) At the rate of \$110.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by firm clerks.

“(vi) For public finance work, at the standard posted rates of the personnel providing services, but the total fee for each issue or series of bonds or other obligations shall not exceed an amount which the City Manager or Finance Director determines to be fair and reasonable;

“(vii) Litigation services, other than tort defense or eminent domain, will be charged at a discount of 20% from Attorneys’ then current posted hourly rates subject to approval of the City Manager on a case-by-case basis; and

“(viii) Attorneys shall be reimbursed for out-of-pocket expenses incident to services performed in addition to other payments for herein, such out-of-pocket expenses to include long-distance telephone charges, extraordinary reproduction costs and non-automobile travel expenses in the event Attorneys are required to travel other than in the Los Angeles and Orange County areas on behalf of City.”

Section 1. Other than is expressly amended hereby, the Agreement in each and every term and provision stated therein shall remain in full force and effect.

WHEREFORE, the parties have executed this Amendment No. 6 as of the dates set forth below opposite the name of each such party.

CITY OF BREA

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: _____
Mayor

By: _____

Dated: _____

Dated: _____

ATTEST:

By: _____
City Clerk

**AMENDMENT NO. 4
TO AMENDED AND RESTATED AGREEMENT
FOR LEGAL SERVICES**

This Amendment No. 4 is made and entered into by and between the SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY (“Agency” hereinafter) and RICHARDS, WATSON & GERSHON, A Professional Corporation (“Attorneys” hereinafter).

Recitals

(i) On July 1, 2007, the Brea Redevelopment Agency and Attorneys entered into Amendment No. 2 to an Agreement entitled “Amended and Restated Agreement for Legal Services” (“the Agreement” hereinafter).

(ii) This Successor Agency succeeded to the rights and obligations of said Redevelopment Agency specified in the Agreement.

(iii) It is the purpose of this Amendment No. 4 to amend the Agreement as to rates for services charged by Attorneys to Agency during specified time periods.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Subparagraph 3A of the Agreement hereby is amended to provide as follows:

“A. Attorneys shall be compensated for all work performed in the amount of \$2,000 per month and in additional amounts as follows:

“(i) At the rate of \$235.00 per hour commencing July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by James L. Markman;

“(ii) At the rate of \$225.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by other shareholders and senior associates and contract attorneys (those with at least fifteen (15) years experience as licensed attorneys);

“(iii) At the rate of \$205.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by other firm associates;

“(iv) At the rate of \$165.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by firm paralegals;

“(v) At the rate of \$125.00 per hour from July 1, 2017 unless and until modified by a subsequent amendment to the Agreement for work performed by firm clerks.

(vi) For public finance work, , at the standard posted rates of the personnel providing services, but the total fee for each issue or series of bonds or other obligations shall not exceed an amount which the City Manager or Finance Director determines to be fair and reasonable; and

(vii) Litigation services, other than tort defense or eminent domain, will be charged at a discount of 20% from Attorneys’ then currently posted hourly rates subject to approval by Agency’s Executive Director on a case-by-case basis.

B. Attorneys shall be reimbursed for out-of-pocket expenses incident to services performed in addition to other payments provided for herein, such out-of-pocket expenses to include long-distance telephone charges, extraordinary reproduction costs and non-automobile travel expenses in the event Attorneys are required to travel other than in the San Bernardino, Riverside, Los Angeles and Orange County areas on behalf of Agency”

Section 2. Other than is expressly amended hereby, the Agreement in each and every term and provision stated therein shall remain in full force and effect.

WHEREFORE, the parties have executed this Amendment No. 4 as of the dates set forth below opposite the name of each such party.

SUCCESSOR AGENCY TO THE BREA
REDEVELOPMENT AGENCY

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: _____
Chairman

By: _____

Dated: _____

Dated: _____

ATTEST:

By: _____
Secretary

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Consideration of Approval of Consent for assignment of existing ground sublease and execution of further sublease pertaining to Embassy Suites (assignment by Nesbitt Partners Brea Venture, Ltd., to Brea PropCo LLC and further sublease by Brea PropCo LLC to Brea OpCo LLC)

RECOMMENDATION

- Approve Consent to Assignment of Ground Sublease (pertaining to the assignment of leasehold interest by Nesbitt Partners Brea Venture, Ltd. to Brea PropCo LLC, with respect to the land occupied by the Embassy Suites hotel)
- Approve Consent to Sublease (pertaining to a sublease by Brea PropCo LLC to Brea OpCo LLC of the Embassy Suites hotel)
- Authorize each of the Mayor (or in the Mayor's absence, the Mayor Pro Tem), and the City Manager to execute, on behalf and in the name of the City, the Consent to Assignment of Ground Sublease and the Consent to Sublease, each substantially in the form presented to the City Council and, in consultation with the City Attorney, other documents relating to such assignment and sublease.

BACKGROUND/DISCUSSION

History Relating to Embassy Suites Hotel Sublease

The City of Brea owns the land currently occupied by the Embassy Suites hotel and the Embassy Court retail property. Pursuant to a Development Agreement executed in 1989, the land was leased to the former Brea Redevelopment Agency (the "Former RDA"), pursuant to a Ground Lease. The Former RDA subleased the land to Brea Hotel Joint Venture under two Ground Subleases, one for the part of the property to be used as a hotel (the "Hotel Sublease") and one for the part to be used as a retail court (the "Retail Sublease").

In 1995, Nesbitt Partners Brea Venture, Ltd, assumed Brea Hotel Joint Venture's interest under the subleases. Nesbitt Partners Brea Venture, Ltd. is an indirect subsidiary of Windsor Capital Group, Inc. ("WCG"). WCG is owned and primarily managed by Patrick M. Nesbitt, Sr. and Patrick Nesbitt, Jr. According to WCG's website, WCG is the largest private owner and operator of Embassy Suites by Hilton hotels, and also owns and manages other hospitality assets.

In 2015, because of the Former RDA's dissolution, the City and the Successor Agency (acting as the successor to the Former RDA) needed to terminate the Ground Lease. The City and WCG cooperated to execute an Attornment Agreement, pursuant to which the Hotel Sublease and the

Retail Sublease became direct leases between the City, as the landlord, and Nesbitt Partners Brea Venture, Ltd., as the tenant.

WCG's Request for Consent and Corporate Restructuring

WCG is now requesting the City to consent to: (i) an assignment of the Hotel Sublease by Nesbitt Partners Brea Venture, Ltd. to a newly formed company named "Brea PropCo LLC," and (ii) a sublease of the hotel by Brea PropCo LLC to another newly formed company named "Brea OpCo LLC." These requests pertain to the property subject to the Hotel Sublease only. No such request is being made with respect to the property subject to the Retail Sublease at this time.

The WCG representatives have informed Staff as follows:

WCG is implementing a strategic plan to upgrade and reorganize its holdings. The on-going \$8 million renovation of the Brea Embassy Suites and Embassy Court is part of this strategic plan. Another part of the strategic plan involves the raising of capital through a public bond offering in Israel. This bond offering requires a restructuring of the corporate organization. A new company, called "WCG Properties Ltd," has been incorporated in the British Virgin Islands, and will issue the bonds.

With respect to the Brea Embassy Suites property (hotel portion only), two separate new subsidiaries – Brea PropCo LLC and Brea OpCo LLC – will be formed. Brea PropCo LLC will assume Nesbitt Partners Brea Venture, Ltd.'s leasehold interest under the Hotel Sublease.

However, the separately formed Brea OpCo LLC will be the hotel operator. In that connection, Brea PropCo LLC will sublease the hotel property to Brea OpCo. Brea PropCo LLC will be an indirect subsidiary of WCG Properties Ltd. and Brea OpCo LLC will be an indirect subsidiary of Windsor Properties Parent LLC, a Delaware limited liability company, the 100% owner of WCG Properties Ltd.

According to the WCG representatives, the creation of Brea PropCo LLC and Brea OpCo LLC, the leasehold assignment and sublease are all necessary for the bond offering, and Patrick M. Nesbitt, Sr. and Patrick Nesbitt, Jr., will retain ownership and control of the Brea Embassy Suites operations and the new companies.

DISCUSSION

Pursuant to the Hotel Sublease, the City's consent is necessary before Nesbitt Partners Brea Venture, Ltd. assigns its leasehold interest to Brea PropCo LLC. The City's consent is also necessary before Brea PropCo LLC subleases to Brea OpCo LLC.

Attached to this Report are four documents prepared by WCG:

- i. Consent to Assignment of Ground Sublease (to be executed by the City, after City Council approval),
- ii. Consent to Sub-sublease (Hotel Parcel) (to be executed by the City, after City Council approval),
- iii. (for reference) Assignment and Assumption Agreement (by and between Brea Nesbitt Partners Brea Venture, Ltd and Brea PropCo LLC), and
- iv. (for reference) Lease (which is the sublease by Brea PropCo LLC to Brea OpCo LLC).

Under the Assignment and Assumption Agreement, Brea PropCo LLC will assume all of Nesbitt Partners Brea Venture, Ltd.'s obligations under the Hotel Sublease, including all accrued or incurred but unpaid obligations and liabilities under the Hotel Sublease.

Critically, all the proposed actions retain all the core lease terms and protections which the City has for the hotel and its operations. Staff's discussions with Patrick Nesbitt Sr. (the longstanding face of the Brea hotel lease) assure us that he and his family will continue in their traditional roles and remain committed to providing Brea the quality hotel operations we have historically enjoyed. .

After review of these documents, in consultation with the City Attorney's office, Staff recommends that the City Council approve these Consents and authorize the Mayor (or in the Mayor's absence, the Mayor Pro Tem), and the the City Manager, the Consent to Assignment of Ground Sublease and the Consent to Sublease, each substantially in the form presented to the City Council and, in consultation with the City Attorney, other documents relating to such assignment and sublease.

FISCAL IMPACT/SUMMARY

None anticipated. Brea PropCo LLC, as the new tenant, will assume all of Nesbitt Partners Brea Venture, Ltd.'s obligations under the Hotel Sublease, including all currently outstanding rent. The sublease between the Brea PropCo LLC and Brea OpCo LLC is subordinate to the Hotel Sublease and does not affect the tenant obligations under the Hotel Sublease. WCG has agreed to pay for attorney costs incurred by the City in connection with the review of the Consents.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Attachments

Exhibit A - Consent to Assignment of Ground Sublease

Exhibit B - Consent to Sub-lease (Hotel Parcel)

Exhibit C - Assignment and Assumption Agreement

Exhibit D - Lease, by and between Brea PropCo LLC and Brea OpCo LLC

CONSENT TO ASSIGNMENT OF GROUND SUBLEASE

The CITY OF BREA, as landlord (“Landlord”), pursuant to that certain Attornment Agreement, dated as of April 5, 2016, with respect to that certain Ground Sublease dated in March, 1989, with Brea Hotel Joint Venture as initial subtenant, as amended by amendments dated August 20, 1996 and April 17, 2012 (the “Ground Sublease”) **subject to and specifically conditioned upon the following terms and conditions**, hereby grants its consent (“Consent”) to the assignment of the Ground Sublease described in that certain Assignment and Assumption Agreement entered into, or proposed to be entered into, by and between Nesbitt Partners Brea Ventures, Ltd., a California limited partnership, as assignor (“Assignor”), and Brea PropCo LLC, a Delaware limited liability company, as assignee (“Assignee”), a copy of the form of which is attached hereto as Exhibit “A” (the “Assignment”). Capitalized terms used herein but not defined shall have the meanings ascribed thereto in the Ground Sublease.

1. **Conditions to Consent.** Landlord’s consent to the assignment of the Ground Sublease is hereby conditioned upon the occurrence of the following on or before _____, 2017: Assignor shall have obtained such consents from Lenders as required under the Loan Documents for the Assignment and this Consent.
2. **Release of Assignor.** To the extent assumed by Assignee, Landlord hereby releases Assignor from any and all suits, claims, liabilities, demands, promises, obligations, costs, expenses, actions and causes of action, arising under, in connection with, or related to the Ground Sublease.
3. **Limited Consent.** This Consent does not and shall not be construed or implied to be a consent to any other matter for which Landlord’s consent is required under the Lease, including, without limitation, any alterations for which Landlord’s consent is required.
4. **Review of Lease.** Assignee hereby represents and warrants that it has reviewed the Ground Sublease and is familiar with the terms hereof.
5. **Counterparts.** This Consent to Assignment of Ground Sublease may be executed in counterparts, and executed counterparts may be delivered by email.
- 6.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated: _____, 2017

ASSIGNOR:

NESBITT PARTNERS BREA VENTURES,
LTD., a California limited partnership

By: Nesbitt Alpha GP, LLC,
a Delaware limited liability company,
its general partner

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

BREA PROPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its manager

By: _____
Print Name: _____
Title: _____

ATTEST:

_____, City Clerk

LANDLORD:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

[James Markman, City Attorney]

EXHIBIT "A"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(Attached.)

CONSENT TO SUB-SUBLEASE

(Hotel Parcel)

The CITY OF BREA, as landlord (“Landlord”), pursuant to that certain Attornment Agreement, dated April 5, 2016 (recorded in the Official Records of Orange County on April 14, 2016 as Document No. 2016000161242), with respect to that certain Ground Sublease dated in March, 1989, as amended by amendments dated August 20, 1996 and April 17, 2012 (recorded in the Official Records of Orange County on March 20, 1989 as Document No. 89-142734, September 20, 1996 as Document No. 19960481163, May 18, 2012 as Document No. 2012000286159) (the “Ground Sublease”), with Brea Hotel Joint Venture, as the initial subtenant, which interest was assigned to Nesbitt Partners Brea Venture, Ltd. Pursuant to that certain Assignment and Assumption of Ground Subleases dated as of November 18, 1995, and recorded in the Orange County Official Records as Document No. 19950523067 (“Original Subtenant”), **subject to and specifically conditioned upon the following terms and conditions**, hereby grants its consent to that certain Brea Lease dated as of _____, 2017 entered into by and between Brea PropCo LLC, a Delaware limited liability company, successor-in-interest to the Original Subtenant’s interest under the Ground Sublease, as sub-sublandlord (“Subtenant” as successor to Original Subtenant pursuant to that certain Grant Deed by Original Subtenant to Subtenant, that certain Contribution, Assignment and Assumption Agreement by Original Subtenant Tenant, among others, to Windsor Properties Parent LLC, a Delaware limited liability company, that certain Membership Interests Purchase Agreement by Windsor Properties Parent LLC, a Delaware limited liability company, to WCG Properties Ltd, a British Virgin Islands company, and that certain Contribution, Assignment and Assumption Agreement by WCG Properties Ltd., a British Virgin Islands company, to Greenwich Parent LLC, a Delaware limited liability company, to Greenwich Mezz Borrower LLC, a Delaware limited liability company, each dated as of _____, 2017), and Brea OpCo LLC, a Delaware limited liability company as sub-subtenant (“Sub-subtenant”), a copy of which is attached hereto as Exhibit “A” (the “Sub-sublease”).

Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ground Sublease.

It is understood and agreed as follows:

1. **No Release.** This Consent to Sub-sublease shall in no way release the Subtenant or any person or entity claiming by, through or under Subtenant, including Sub-subtenant, from any of its covenants, agreements, liabilities and duties under the Ground Sublease (including, without limitation, all duties to cause and keep Sublandlord and others named or referred to in the Ground Sublease fully insured and indemnified with respect to any acts or omissions of Subtenant or its agents, employees or invitees or other matters arising by reason of the Sub-sublease or Sub-subtenant’s use or occupancy of the Premises), as the same may be amended from time to time, without respect to any provision to the contrary in the Sub-sublease.
2. **Specific Provisions of Ground Sublease and Sub-sublease; Change in Use.** This Consent to Sub-sublease does not constitute approval by Sublandlord of any of the provisions of the sub-sublease document; and shall not be construed to amend the Ground Sublease in any respect.
3. **Amendment of Sub-sublease.** Subtenant, as sublandlord under the Sub-sublease, and Sub-subtenant shall not amend the Sub-sublease without the prior written approval of Sublandlord. In no event shall any such amendment, if approved by Sublandlord, affect or modify or be deemed to affect or modify the Ground Sublease in any respect.

4. **Limited Consent.** This Consent to Sub-sublease does not and shall not be construed or implied to be a consent to any other matter for which Sublandlord's consent is required under the Ground Sublease, including, without limitation, any alterations or improvements for which Sublandlord's consent is required.
5. **Subtenant's Continuing Liability.** Subtenant shall be liable to Sublandlord for any default under the Ground Sublease, whether such default is caused by Subtenant or Sub-subtenant or anyone claiming by or through either of them, but the foregoing shall not be deemed to restrict or diminish any right which Sublandlord may have against Subtenant pursuant to the Ground Sublease, in law or in equity for violation of the Ground Sublease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Ground Sublease by Sub-subtenant.
6. **Subordination.** The Sub-sublease is, in all respects, subject and subordinate to the Ground Sublease and all future amendments thereof. In the case of any conflict between the provisions of this Consent to Sub-sublease or the Ground Sublease and the provisions of the Sub-sublease, the provisions of this Consent to Sub-sublease or the Ground Sublease, as applicable, shall prevail over the terms of the Sub-sublease. Sub-subtenant hereby represents and warrants that it has reviewed the Ground Sublease and is familiar with the terms hereof.
7. **Termination of Ground Sublease.** If at any time prior to the expiration of the term of the Sub-sublease the Ground Sublease shall terminate or be terminated for any reason (or Subtenant's right to possession shall terminate without termination of the Ground Sublease), the Sub-sublease shall simultaneously terminate. However, Sub-subtenant agrees, at the election and upon written demand of Sublandlord, and not otherwise, to attorn to Sublandlord for the remainder of the term of the Ground Sublease, such attornment to be upon all of the terms and conditions of the Ground Sublease, except that the rent set forth in the Sub-sublease shall be substituted for the rent set forth in the Ground Sublease and Sublandlord will not: (i) be liable for any previous act or omission of Subtenant, (ii) be subject to any defense or offset previously accrued in favor of Sub-subtenant against Subtenant, or (iii) be bound by any previous modification of the Sub-sublease made without Sublandlord's written consent, or by any previous prepayment by Sub-subtenant of more than one month's sub-sublease rent. The foregoing provisions of this paragraph shall apply notwithstanding that, as a matter of law, the Sub-sublease may otherwise terminate upon the termination of the Ground Sublease and shall be self-operative upon such written demand of the sublandlord, and no further instrument shall be required to give effect to said provisions. Upon the written demand of sublandlord, however, Sub-subtenant agrees to promptly execute, from time to time, reasonably documents in confirmation of the foregoing provisions of this paragraph in which Sub-subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy. Nothing contained in this paragraph shall be construed to impair or modify any right otherwise exercisable by the Sublandlord, whether under the Ground Sublease, any other agreement or in law.
8. **Additional Services.** Subtenant hereby agrees that Sublandlord may furnish to the Premises services requested by Sub-subtenant other than or in addition to those to be provided under the Ground Sublease, and may bill the Sub-subtenant directly for such services for the convenience of and without notice to Subtenant. Sub-subtenant hereby agrees to pay Sublandlord all amounts which may become due for such services on the due dates therefor. If Sub-subtenant shall fail to do so, however, Subtenant agrees to pay such amounts to Sublandlord upon demand

as additional rent under the Ground Sublease, and the failure to pay the same upon demand shall be a payment default under the Ground Sublease.

- 9. No Waiver; No Privity.** Nothing herein contained shall be deemed a waiver of any of the Sublandlord's rights under the Ground Sublease. In no event, however, shall Sublandlord be deemed to be in privity of contract with Sub-subtenant or owe any obligation or duty to Sub-subtenant under the Ground Sublease or otherwise, any duties of Sublandlord under the Ground Sublease being in favor of, for the benefit of and enforceable solely by Subtenant.
- 10. Notices.** Subtenant agrees to promptly deliver a copy to Sublandlord of all notices of default sent to Sub-subtenant under the Sub-sublease, and Sub-subtenant agrees to promptly deliver a copy to Sublandlord of all notices of default sent by Sub-subtenant to Subtenant under the Sub-sublease. All copies of any such notices shall be addressed and delivered to Sublandlord in accordance with the terms of the Ground Sublease.
- 11. Reservation of Rights.** This Consent to Sub-sublease shall be deemed limited solely to the Sub-sublease, and Sublandlord reserves the right to consent or to withhold consent and all other rights under the Ground Sublease with respect to any other matters including, without limitation, any proposed alterations and any further or additional subleases, assignments or transfers of the Ground Sublease or any interest therein, or a sub-sub-sublease or any assignment of the Sub-sublease.
- 12. Counterparts; Email.** This Consent to Sub-sublease may be executed in counterparts, and executed counterparts may be delivered by email.

Dated: _____, 2017

SUBTENANT:

BREA PROPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its manager

By: _____
Print Name: _____
Title: _____

SUB-SUBTENANT:

BREA OPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its manager

By: _____
Print Name: _____
Title: _____

SUBLANDLORD:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

Attest:

_____, City Clerk

Approved as to Form:

[James Markman,
City Attorney]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into as of [●], 2017, by Nesbitt Partners Brea Ventures, Ltd., a California limited partnership (“Assignor”), for the benefit of Brea PropCo LLC, a Delaware limited liability company (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor owns the real property located in Orange County, California, and more particularly described on Exhibit A attached hereto, together with all buildings, structures and other improvements located thereon, all rights, privileges and easements appertaining thereto, and certain other furniture, fixtures, equipment, contracts, agreements, and other property used in or incidental to the ownership and operation of the Brea Embassy Suites hotel located thereon (the “Property”);

WHEREAS, Assignor has agreed, effective as of [●] (the “Effective Time”), to convey, assign, transfer and deliver to Assignee all of the Property other than inventory and consumables (the “Excluded Property”), and Assignee has agreed to assume and acquire from Assignor, all of Assignor’s rights, title and interests in, to and under the Property other than the Excluded Property (the “Conveyed Property”) as set forth herein; and

WHEREAS, Assignor and Assignee have executed and delivered this Assignment as evidence of such conveyance to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in consideration of the foregoing and the mutual agreements contained herein, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Effective as of the Effective Time, Assignor does hereby convey, assign, transfer and deliver to Assignee all of Assignor’s rights, title and interests in, to and under all of the Conveyed Property. Effective as of the Effective Time, Assignee hereby assumes all of the obligations and liabilities in connection with the Conveyed Property, including, without limitation, all accrued or incurred but unpaid obligations and liabilities.

2. Binding Effect. This Assignment and all of the provisions hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

3. No Third Party Beneficiary. Nothing in this Assignment is intended to confer upon any person other than Assignee and its successors and assigns, on the one hand, and Assignor and its successors and assigns, on the other hand, any rights or remedies hereunder or shall create any third party beneficiary rights in any person, nor is anything in this Assignment intended to relieve or discharge the obligation or liability of any third persons to any party, nor give any third persons any right of subrogation or action against any party.

4. Governing Law. The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without regard to its conflict of law provisions.

5. Further Assurances. Each party hereto agrees that it will, at any time and from time to time, upon the written request of any other party, execute and deliver such further documents (in recordable form, if appropriate under the circumstances) and do such further acts and things, as the requesting party may reasonably request in order to effect the purposes of this Assignment.

6. Counterparts. This Assignment may be executed in two counterparts, which may be delivered by facsimile, e-mail or other means of electronic transmission, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the date first above written.

ASSIGNOR:

NESBITT PARTNERS BREA VENTURES,
LTD., a California limited partnership

By: Nesbitt Alpha GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

BREA PROPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its manager

By: _____
Print Name: _____
Title: _____

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BREA, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1 AND 2, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN [BOOK 259, PAGES 35 AND 36](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH SHOWN BELOW BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED, DEPTH 500 FEET, RECORDED JUNE 15, 1973 IN [BOOK 10751, PAGE 299](#), OFFICIAL RECORDS.

PARCEL B:

EASEMENTS FOR INGRESS, EGRESS, TIE BACKS AND INCIDENTAL PURPOSES AS SET FORTH IN THOSE CERTAIN AGREEMENTS RECORDED APRIL 21, 1989 AS INSTRUMENT [NO. 89-211876](#), OFFICIAL RECORDS, RECORDED MAY 23, 1989 AS INSTRUMENT [NO. 89-274651](#), OFFICIAL RECORDS AND RECORDED JULY 10, 1989 AS INSTRUMENT [NO. 89-362965](#), OFFICIAL RECORDS.

PARCEL C:

A RIGHT OF WAY FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

ALL THAT CERTAIN LAND LYING IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING OVER A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT, NO. LL 37-88, RECORDED AS INSTRUMENT [NO. 89-217854](#), OFFICIAL RECORDS OF SAID ORANGE COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2 AND ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF BIRCH STREET;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 159.45 FEET;

THENCE SOUTH 45° 00' 00" WEST, 57.98;

THENCE ALONG A LINE DISTANCE WEST 41.00 MEASURED AT RIGHT ANGLES TO SAID EAST LINE, NORTH 185.45 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 23.56 FEET TO THE SOUTH LINE OF BIRCH STREET;

THENCE, ALONG SAID LINE AND TANGENT TO SAID CURVE EAST, 56.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING, UTILITIES, SUPPORT, EQUIPMENT, AND EXISTING FACILITIES, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DOCUMENT DATED AS OF APRIL 5, 2016 EXECUTED BY AND BETWEEN THE CITY OF BREA, A

PUBLIC BODY CORPORATE AND POLITIC, AND NESBITT PARTNERS BREA VENTURE, LTD., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED ON APRIL 14, 2016 AS INSTRUMENT [NO. 2016-161243](#) OF OFFICIAL RECORDS.

APN: 319-101-43, 45 & 46

EXHIBIT D

BREA LEASE

THIS LEASE, executed and dated as of the ____ day of _____, 2017 by and between BREA PROPCO LLC, a Delaware limited liability company ("Lessor"), and BREA OPCO LLC, a Delaware limited liability company ("Lessee")

WITNESSES THAT:

WHEREAS, Lessor is the owner of that certain real property located in Orange County, California and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all buildings, structures and other improvements located thereon, and all rights, privileges and easements appertaining thereto, currently operated as a hotel commonly known as Brea Embassy Suites located at 900 E. Birth St., Brea, California 92821 ("Hotel"); and

WHEREAS, Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the Hotel, the parking lots and/or parking structures serving the Hotel and all of the Lessor's furnishings, equipment and other tangible personal property located at the Hotels other than inventory and consumables and currently used in connection with the operation of the respective Hotels (hereinafter referred to as the "Lessor Personal Property") (the Hotel and Lessor Personal Property being collectively referred to herein as the "Leased Property"); and

WHEREAS, Lessor and Lessee now desire to enter into this lease of the Leased Property ("Lease") upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants hereinafter contained and the acts to be performed hereunder, Lessor and Lessee hereby enter into this Lease, upon the following terms and conditions, effective as of _____ (the "Effective Date"):

ARTICLE I

Leased Property and Term

Section 1.1 Leased Property. Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor, the Leased Property.

Section 1.2 Term. The term of this Lease shall commence on the Effective Date and shall continue until 11:59 p.m. on the last day of _____, 2032 (the "Initial Term"). Provided that there is no uncured default of Lessee outstanding at the time Lessee gives notice or at the expiration of the Initial Term, Lessee shall have the option to extend the Initial Term for one extension term of 10 years upon six months notice to Lessor ("Extended Term", and together with the Initial Term being hereinafter referred to as the "Term").

Section 1.3 Termination Event. This Lease shall terminate upon termination of Lessor's leasehold interest in the Hotel.

ARTICLE II

Rental

Section 2.1 Base Rental for Leased Property. Lessee shall pay, without notice or demand, and, except as provided herein to the contrary, without any abatement, deduction or setoff, monthly base rent for the Leased Property during the Term the amount set forth in Section 2.2 below (hereinafter referred to as the "Base Rental"), payable in advance on the first day of each month commencing on the Effective Date and continuing thereafter on the first day of each succeeding month throughout the Term. The Base Rental for any month during the Term which begins or ends on other than the first or last calendar day of a calendar month shall be prorated based on actual days elapsed.

Section 2.2 Base Rental Amounts. Base Rental shall be: \$_____ per month for the initial 12 months, increasing by 2% on the first anniversary of the Effective Date and on each succeeding anniversary of the Effective Date. In the event Lessee elects to extend the Term hereof, the monthly base rent will increase as of the first month of the Extended Term to an amount equal to the Base Rental for the initial 12 months of the Initial Term multiplied by a fraction, the numerator of which is the consumer price index published during the calendar month preceding the first month of the Extended Term, and the denominator of which is the consumer price index published during the calendar month preceding the first month of the Initial Term.

No payment by Lessee, or receipt or acceptance by Lessor, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Lessor may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Lessor.

Section 2.3 Additional Rent (Taxes and Insurance): Lessee will pay as additional rent each month an amount equal to 1/12 of the annual property taxes and insurance premiums for the Leased Property, as reasonably calculated by Lessor. Provided that Lessee has made such payments, Lessor will be responsible for paying all property taxes to the taxing authorities and premiums for insurance on the Leased Property.

Section 2.4 Payment of Rental. All rental payments shall be made to Lessor at c/o Windsor Capital Group, Inc., 3250 Ocean Park Boulevard, Suite 350, Santa Monica, CA 90405 or to such other person, firm or corporation at such other address as Lessor may designate by notice in writing to Lessee. If Lessee fails to pay to Lessor any amount due hereunder within five (5) days after the date such payment is due, Lessee shall pay a late payment fee in the amount of five percent (5%) of the delinquent payment. Further, after such five (5) day period has expired, if such payment is still not made, Lessor may notify Lessee in writing of such non-payment and if such payment is not made within three (3)

business days after written notice of late payment has been given to Lessee by Lessor, Lessee shall additionally pay interest at the rate of the prime interest rate plus 600 basis points to a maximum of ten percent (10%) per annum beginning on the expiration of such three (3) day period on all amounts hereunder which were not paid until such amounts are paid, together with costs of collection and reasonable attorneys' fees.

Section 2.5 Net Lease. In addition to the Base Rental amount, Lessee shall pay all costs, expenses and obligations of every kind whatsoever relating to the real property which may arise or become due during the Term of this Lease, including, but not limited to insurance, taxes, and maintenance costs, except for any principal and interest payments due with respect to any mortgage on the real property and except as otherwise provided in Section 2.6; without limiting the generality of the foregoing, the costs of insurance and property taxes as described in Sections 4.1 and 4.3 shall be paid by Lessee to Lessor as additional rent, as described in Section 2.3 above, for payment by Lessor to the applicable insurers and taxing authorities. Lessee does hereby agree to indemnify, defend and hold harmless Lessor against any such costs, expenses and obligations.

Section 2.6 Reserves. A portion of each monthly installment of Base Rental will be held by Lessor (or Lessor's mortgagee) in a segregated reserve account. In addition, commencing in January 2018 Lessee will pay to Lessor each calendar month, in addition to Base Rental, for deposit in the reserve account, an amount equal to 1/12 of 4% of the excess of budgeted total operating revenues for the current calendar year over the actual total operating revenues for calendar year 2017, subject to truing up at the end of each calendar year so as to equal 4% of the amount by which actual total operating revenues for the year just ended exceeded total operating revenues for calendar year 2017. Funds in the reserve account, to the extent that Lessor's lenders hold or control such account and are required to make the same available for the payment of FF&E expenditures under the applicable loan agreements, will be made available to Lessee to pay for capital improvements and repair and replacement of improvements and FF&E in accordance with the annual budget prepared by Lessee and approved by Lessor or, in cases of emergency, with the approval of Lessor. In the event the amount of funds in the reserve account is insufficient to pay for the FF&E expenditures, Lessee shall supplement the available funds at its own expense.

Renovation work pursuant to any Property Improvement Plan required by any franchisor of Lessee that was created prior to the Effective Date ("PIP Work") shall be performed by Lessee and paid for with funds made available from the FF&E reserve account as described above and/or funds loaned to Lessor by Lessor's lenders for that purpose and made available to Lessee. In the event the amount of funds in the reserve account plus funds loaned to Lessor by its lenders for the execution of PIP Work is insufficient to pay for the PIP Work, Lessee shall supplement the available funds at its own expense.

Renovation work pursuant to any Property Improvement Plan required by any franchisor of

Lessee in the future in addition to the PIP Work ("Additional Work") shall be performed by Lessee and paid for to the extent available with funds from the FF&E reserve account. If it is not possible to pay for the Additional Work with funds from the FF&E reserve account, Lessor will fund the execution of the Additional Work from its own sources or from external capital and/or borrowings, subject to Lessor's prior approval.

ARTICLE III

Acceptance, Use and Maintenance of the Leased Property

Section 3.1 Acceptance by Lessee. Lessee has inspected the Leased Property to its satisfaction. Lessee accepts the Leased Property in its current condition and understands that Lessor is delivering possession of the Leased Property as of the commencement date on an AS IS basis without responsibility for any defects or deficiencies; provided, however, that Lessor warrants that the premises are fit for their intended purpose as a hotel and that the physical plant is compliant with applicable health and safety regulations. Except for the foregoing, or as expressly set forth elsewhere herein, Lessor makes no other warranty, express or implied, relative to the condition of the Leased Property; however, Lessee shall have the full benefit of any and all warranties of any manufacturer or seller of equipment or fixtures constituting a part of the Leased Property.

Section 3.2 Occupancy and Use. Lessee shall use the Leased Property for the sole purpose of the operation of a hotel and related activities and services in full compliance with all applicable statutes, ordinances, rules and regulations of any governmental authorities having jurisdiction. Lessor warrants, to Lessor's knowledge, that such uses comply in all material respects with applicable zoning and land use laws. No other use will be permitted without the prior written consent of Lessor (which consent shall not be unreasonably withheld). Lessee shall maintain, at its expense, all licenses and permits necessary for the conduct of business as a hotel. Notwithstanding anything in the Lease to the contrary, the failure or inability of Lessee to operate in the Hotel at any time during the Term, unless due solely to a breach or default by Lessor of its express obligations hereunder, shall not excuse Lessee's performance under this Lease, and Lessee shall continue to perform all of its obligations under this Lease, including the timely payment of all amounts due hereunder.

Section 3.3 Maintenance. It is the intent of the parties that Lessor shall not have any maintenance obligations at the Leased Property; and Lessee shall, at Lessee's sole cost and expense, have all such obligations, and shall use its best efforts at all times to maintain the Leased Property in good condition and repair, such obligation to include providing all maintenance, repair and/or replacement of the Leased Property (consistent with the best practices of other owners and operators of similar hotels) to maintain the Leased Property in good condition and repair, including, without limitation, making such capital improvements as are necessary to maintain the Leased Property in good condition and repair. By way of illustration and not by way of limitation, Lessee shall maintain the foundation, structural

components or portions of the Leased Property, the air conditioning and heating equipment, all plumbing and electrical systems serving the Hotel, the interior and exterior components of the Hotel including the walls and roof of the Leased Property in good condition and repair at all times. Lessee shall also maintain the exterior painted surfaces, parking areas and grounds (to include striping and paving the same), the interior and the mechanical equipment of the Leased Property in good condition and repair and in a neat and orderly condition at all times. Maintenance of mechanical equipment by Lessee shall include electrical and plumbing, kitchen equipment, floor coverings, light fixtures, air conditioning and heating equipment and systems, floor drains and glass. Lessee shall, at Lessee's sole expense, also maintain the Lessor Personal Property (including any personal property, equipment and/or supplies acquired after the Effective Date hereof which are used in the operation of the Hotel) in good condition and repair at all times, including, without limitation, to replace each item thereof with like quality property in the event of casualty or damage or because such item has reached the end of its useful life. At the end of the Term, Lessee will return the Leased Property to Lessor in good condition, subject to wear and tear from ordinary and reasonable use.

Section 3.4 Additional Equipment and Alterations. With Lessor's prior written approval thereof, Lessee may purchase and install equipment ("Additional Equipment") which it deems necessary for the proper conduct of its business, such Additional Equipment to be considered a part of, and included with, the Lessor Personal Property. Upon the expiration or earlier termination of this Lease, Lessor shall be deemed the owner of all such Additional Equipment and all such Additional Equipment shall remain in, and a part of, the Leased Property, and shall be, or become, the property of Lessor. In addition, Lessee shall have the right, with Lessor's prior written approval, which approval may be granted or denied in Lessor's sole and absolute discretion, at its sole cost and expense to make structural additions to the exterior of the Hotel or alterations, additions or improvements to the interior of the Hotel which are deemed by Lessee to be appropriate for the conduct of its business subject to the following conditions: (i) any of the foregoing do not adversely affect the structural integrity or diminish the value of the Leased Property; (ii) financing of any of the foregoing by Lessee will be based upon its general credit and/or its leasehold interest, and without any lien upon the fee of the Hotel; and (iii) full indemnification of Lessor by Lessee against any cost or expense, including reasonable attorneys' fees, resulting from or in connection with the construction work and evidence satisfactory to Lessor as to full insurance coverage; provided, however, Lessor shall not deny or delay approval of any such work required by Lessee's franchisor or any of Lessee's lenders. If Lessee shall so construct any such structural exterior additions or make any such interior alterations, additions or improvements, all at no cost to Lessor, no additional rental for the same shall be payable by Lessee to Lessor. Any such additions, alterations or improvements shall, upon the termination of this Lease, become the property of Lessor without the payment of consideration to Lessee.

Section 3.5 Waste. Lessee shall neither commit, nor permit the commission of waste upon or against the Leased Property (ordinary wear and tear and casualty caused by matters not covered or required to be covered by the required fire and extended coverages insurance excepted) and the reasonable expense of any damage not covered or required to be covered by the required fire and extended coverages insurance to the Leased Property or any area common thereto which is caused by the acts or omissions of the Lessee, its employees, agents, patients or invitees shall be charged to Lessee and payable upon demand.

Section 3.6 Utilities. All utility services, including heat, air-conditioning, hot and cold water, telephones, cable or satellite TV, internet access, gas and electricity, shall be furnished to and maintained at the expense of Lessee.

Section 3.7 Right of Entry for Inspection and Repairs. Lessor shall have the right to enter upon the Hotel for the purpose of inspection or making of such improvements, repairs, and alterations of the Leased Property as Lessor may deem necessary or advisable. At any time within the six (6) month period immediately preceding the expiration of the Term or within the period preceding vacation by Lessee after notice of termination, Lessor may show the Leased Property to other prospective lessees. Prior to Lessor commencing any major repairs, improvements or alterations to the Leased Property, Lessor shall procure Lessee's prior written consent thereto, such consent not to be unreasonably withheld, delayed or conditioned (provided, if Lessee does not respond to Lessor's request for consent within ten (10) business days of written request therefore, Lessee shall be deemed to have consented to the same) and, once such work commences, Lessor shall, if reasonably possible, perform such work at such time or times as will, to the extent commercially reasonable, minimize interference with the operations of Lessee. The exercise of any right reserved hereunder by Lessor shall not operate as a constructive eviction or disturbance of Lessee's use and possession of the Leased Property. Lessor shall indemnify, protect and defend Lessee and its licensees, agents, employees and representatives from and against any liability or claim, including attorneys' fees, arising out of or related to the negligence or willful misconduct of Lessor or any person or party acting by, through or under Lessor while present at the Hotel.

Section 3.8 Signs. Upon receipt of Lessor's prior written approval thereof, such approval not to be unreasonably withheld, Lessee at its own expense may erect such signs, posters or other advertising devices on or about the Leased Property as Lessee deems necessary for the conduct of its business, but such signs, posters or other advertising devices are subject to compliance with all applicable zoning laws.

Section 3.9 Liens. Both parties agree not to permit any lien to become attached to or filed against the Leased Property, and to indemnify, defend and save harmless the other party against any cost, expense or liability, including reasonable attorneys' fees, in connection with the discharge of any such lien.

Section 3.10 Assumption of Risk. Except as related to the negligence or misconduct of Lessor or any party acting by, through or under Lessor, Lessee assumes the risk of loss to the Leased Property and all of Lessee's property located upon the Leased Property, and Lessor shall not be liable to the Lessee, its agents, employees, patients, guests or invitees, for injury to the person or for loss or damage to such property, including that arising from theft, vandalism or casualty, occurring upon the Leased Property.

Section 3.11 Hazardous Materials. Lessor warrants that there are no Hazardous Materials presently on site at the Hotel. Lessee agrees not to use, generate, handle, store or dispose of Hazardous Materials in, on or under the Hotel, or dispose of Hazardous Materials from the Hotel to any other location without the prior written consent of Lessor, which consent may be withheld in Lessors sole discretion, and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., and all other applicable laws, ordinances and regulations; provided, however, Lessee may use any ordinary and customary cleaning supplies and other materials reasonably required to be used in the course of operating a hotel, so long as such use is in compliance with applicable Environmental Laws and does not expose the Leased Property to any meaningful risk of contamination. Lessee shall immediately notify Lessor of any incident that would require the filing of a notice under applicable federal, state, or local law. Except as otherwise provided herein, any use of Hazardous Materials in, on or under the Hotel shall not commence until all permits required therefor have been obtained by Lessee and thereafter Lessee shall provide to Lessor on an annual basis Lessee's certification that all such permits have been renewed with copies of such renewed permits. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to, any petroleum product and all hazardous or toxic substances or wastes including any asbestos-containing materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), or substances that are included under or regulated by any federal, state or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to the environment, contamination or clean-up (all such laws, rules and regulations being referred to collectively as the "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 and regulations adopted pursuant thereto. Lessee shall indemnify, defend upon demand and hold Lessor harmless from and against, any liabilities, losses, claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses which result from the use, storage, handling, treatment, transportation, release, threat of release or disposal of Hazardous Materials in, on, under or about the Hotel by Lessee or Lessee's agents, employees, contractors or invitees. Lessor shall indemnify, defend upon demand and hold Lessee harmless from and against, any liabilities, losses, claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses which result from the use, storage, handling, treatment, transportation, release, threat of release or disposal, occurring prior to, during, or after the term of this Agreement, of Hazardous Materials in, on, under or about the Hotel by Lessor or Lessor's agents, employees, contractors or invitees. Lessee shall

notify Lessor of any release, or threat of release, of Hazardous Materials in, on, under or about the Hotel, whether or not such release is subject to reporting requirements under any Environmental Laws. Lessee shall, at its expense, be responsible for all monitoring, testing and/or remediation required in connection with a release of Hazardous Materials. The provisions of this Section 3.11 shall survive the expiration or earlier termination of this Lease.

ARTICLE IV

Taxes Assessments Indemnification and Insurance

Section 4.1 Taxes and Assessments. Lessee shall pay to Lessor as additional rent, in monthly installments as described in Section 2.3, an amount sufficient for the payment of any and all property taxes and assessments (including without limitation, ad valorem real property taxes and assessments and all personal property taxes due during the Term) against the Leased Property, first payable on or after the Effective Date of this Lease and which are payable at any time during the Term. In addition, Lessee shall pay all other taxes and other charges (excepting net or gross income taxes) which hereafter may be (and are not now) levied or assessed on the Leased Property or may be levied or assessed in lieu of real property taxes and are first payable during the term. If the Effective Date is not January 1 or if the date of Termination is not December 31, the amount of taxes, assessments and charges for which Lessee shall be responsible for that year shall be prorated on the basis of the number of days during which Lessee occupied the Leased Property for that year. Upon request by either party, the other party shall promptly furnish to the requesting party or its designated agents for inspection and use as may be appropriate copies of assessments, notices and receipts as to the assessment and payment of such taxes. Lessor and Lessee shall mutually cooperate to contest by appropriate procedures any increased assessment or any increase in the amount of real estate taxes, personal property taxes or the validity of any such taxes and the expense of any such contest shall be paid by Lessee.

Section 4.2 Indemnification. Lessee covenants and agrees that Lessor shall not be liable for any injuries, losses or damages to persons or property from any cause whatsoever by reason of the use, occupation, control or enjoyment of the Leased Property, by Lessee, or any person invited, suffered or permitted by Lessee to go or be thereon or holding under Lessee at any time during the Term of this Lease, and Lessee will save and hold harmless Lessor from and against any and all liability, penalties, damages, losses, actions, causes of action, expenses and judgments whatsoever on account of such injuries, losses or damages. The injuries, losses and damages referred to in this paragraph shall include, without limiting the generality of the preceding provisions, injuries, damages, losses, actions, causes of action and mechanic's liens arising directly or indirectly out of any acts or omissions of Lessee, or Lessee's employees, agents, contractors or invitees, including without limitation, any losses, damages, injuries or claims accruing or arising during the Term. Lessee, at no expense to Lessor, agrees to employ legal counsel to defend any action

for which any claim shall be made for injuries or damages commenced against Lessor by reason of the foregoing.

Lessor covenants and agrees that Lessee shall not be liable for any injuries, losses or damages to persons or property due to Lessor's negligence or willful misconduct, and Lessor will save and hold harmless Lessee from and against any and all liability, penalties, damages, losses, actions, causes of action, expenses and judgments whatsoever on account of such injuries, losses or damages. The injuries, losses and damages referred to in this paragraph shall include, without limiting the generality of the preceding provisions, injuries, damages, losses, actions, causes of action and mechanic's liens arising directly or indirectly out of any acts or omissions of Lessor, or Lessor's employees, agents, contractors or invitees, including without limitation, any losses, damages, injuries or claims accruing or arising during the Term. Lessor, at no expense to Lessee, agrees to employ legal counsel to defend any action for which any claim shall be made for injuries or damages commenced against Lessee by reason of the foregoing.

Section 4.3 Insurance. Lessor shall purchase and maintain in force at all times during the term of this Lease fire and extended coverage insurance on the Leased Property (with, as to the Hotel, an endorsement specifically providing for the replacement cost necessary to rebuild or restore the Hotel in accordance with then existing fire, building and other codes then in existence), with such deductibles as Lessor deems appropriate, written by responsible insurers in an amount equal to the replacement value of the Leased Property (to include the Hotel and Lessor Personal Property), such insurance coverage shall be for the benefit of Lessor, Lessee and any mortgagee of Lessor, as their respective interests may appear. Lessor shall have the right to settle or otherwise compromise any claims made under the insurance policies required to be carried hereunder. Lessor shall furnish proof of such coverage to Lessee upon request. Lessor shall purchase and maintain in force at all times during the term of this Lease public liability insurance which shall insure against loss, cost or expense by reason of injury to or the death of persons or damage to or the destruction of property caused by the occupancy and use of the Leased Property by Lessee or Lessor such insurance to be carried with a responsible insurer reasonably acceptable to Lessor; and including business interruption insurance in an amount sufficient to pay the rental due under this Lease in the event of a complete business interruption for a period of up to twelve (12) months. Any and all insurance policies evidencing fire and extended coverage shall include waivers of subrogation rights. Lessor and Lessee shall be named as co-insureds under liability insurance coverage. In this regard, Lessor and Lessee hereby waive as to each other any right of recovery from the other (but not as to an insurer) in the event of loss or damage covered by insurance upon or relating to the Leased Property or any other property owned by either Lessor or Lessee and agree that no insurer shall hold any right of subrogation over or against such other party in the event of loss or damage covered by insurance.

Notwithstanding the foregoing, if any of the insurance requirements of any institutional lender which as of the date hereof holds a first mortgage on the Hotel, are more

stringent that the insurance requirements set forth above, Lessor and Lessee, as applicable, shall comply with all of the insurance requirements of such institutional lender. Each policy carried hereunder shall contain an endorsement providing that such policy or policies shall not expire, be cancelled or otherwise terminated without the insurer providing at least thirty (30) days prior written notice thereof to each named insured or loss payee.

ARTICLE V

Assignment and Subletting

Section 5.1 Assignment by Lessee. Lessee may not assign, sell, pledge or otherwise encumber, voluntarily or involuntarily, any of its rights or interests under this Lease without the prior written consent of Lessor, which consent may be denied by Lessor in its sole discretion; provided, however, Lessor may only disapprove an assignment or transfer by Lessee of its rights and interests under this Lease to a legal entity controlled by, Controlling, Or under common control with Lessee for reasons that are reasonable, such as lack of financial ability.

Lessee understands that, in addition to the requirement of Lessee to procure Lessor's prior written approval of any assignment by Lessee of this Lease, any such assignment(s) may require the approval of Lessor's mortgagee as a condition to the effectiveness of such assignment. In the event of any assignment by Lessee, Lessee shall remain primarily liable to Lessor for the full performance of the duties and obligations of Lessee under this Lease.

Section 5.2 Assignment by Lessor. In the event Lessor assigns or otherwise transfers any of its rights or interests in the Leased Property or under this Lease, or in the event of a change in control of the direct or indirect interests in Lessor, such assignment, transfer or change in control shall not occur or be effective without first consulting with and obtaining the prior written consent of Lessee, which consent may not be unreasonably withheld (for example, Lessee may decline to consent to an assignment, transfer or change in control on the basis of lack of financial ability on the part of the transferee); provided that, as conditions to such consent Lessor's assignee or transferee shall assume Lessor's obligations hereunder in writing, enter into a non-disturbance agreement with Lessee reasonable in form and substance, and if assignee, transferee, or any new controlling interest-holder deems Lessee to be in default of this Lease at the time, notify Lessee in writing of such claimed default and allow Lessee a reasonable period of time within which to cure such claimed default.

In the event Lessor sells or otherwise transfers any of its interest in the Leased Property or under this Lease, or the direct or indirect ownership interest therein, Lessee will have the right to terminate this Lease effective as of the date of sale or other transfer.

Section 5.3 Subletting by Lessee. Lessee may sublet commercial portions of the Leased Property without the prior written approval of Lessor, unless the term of the sublease

is for a period exceeding the term of this Lease, in which case Lessor's consent will be required. Any sublease shall be subject to the terms of this Lease and Lessee shall remain primarily liable to Lessor for the full performance of the duties and obligations under this Lease.

Section 5.4 Mortgages; Lessee's Confirmations. This Lease and any right or interest of Lessee hereunder shall be subordinate and junior to the lien of any first real estate mortgage of Lessor on the Hotel or any additions thereto. Lessor covenants to Lessee that it will maintain all financing on the Leased Property, or any additions thereto, in a current status and not in default at all times during the continuation of this Lease. Lessee shall, upon written request from Lessor, furnish a written confirmation in form and substance satisfactory to Lessor that it has accepted the Leased Property, confirms the commencement of the Lease, and is in occupancy and paying rent as specified hereunder (with no offsets or claims against Lessor, if none). Lessor will obtain subordination, attornment and non-disturbance agreements between its existing and future lenders and Lessee. To the extent that any new financing is obtained by Lessor, Lessor will endeavor to obtain subordination, attornment and non-disturbance agreements between its new lenders and Lessee, which shall (to the extent possible) recognize the use of insurance and condemnation proceeds as set out in this Lease.

Section 5.5. Transfer of Control. Any assignment, conveyance or transfer of ownership, whether of a direct or indirect interest, and whether voluntary, involuntary, by operation of law, pursuant to judicial process or otherwise, that results in a change in control of Lessor or Lessee, will be a default under, and a breach of, this Lease, pursuant to which the other party will have the right to terminate this Lease.

ARTICLE VI

Damage to Hotel by Casualty, Insurance Rates and Eminent Domain

Section 6.1 Damage to Leased Property. In the event that the Hotel is partially damaged by fire or other casualty during the term of this Lease but not to an extent as to be unsuitable for occupancy or unfit for their intended use or to prevent repair or restoration within a reasonable period of time, then Lessee shall notify Lessor by notice in writing and Lessor, to the extent of insurance proceeds made available by the insurer, will make such insurance proceeds available to Lessee in the event Lessee elects to repair and restore the portion of the Hotel so damaged, and this Lease shall continue in full force and effect.

If the Hotel is wholly or substantially damaged by fire or other casualty so as to be unsuitable for occupancy or unfit for their intended use or to prevent repair and restoration within a reasonable period of time, then Lessee may cancel this Lease. If Lessee does not cancel this Lease, then Lessor, to the extent of insurance proceeds made available by the

insurer, will make such insurance proceeds available to Lessee, and Lessee shall proceed promptly to repair and restore the Hotel and this Lease shall continue in full force and effect. The rent shall not abate during restoration.

Any rebuilding, repair or restoration by Lessee shall be completed in an expeditious manner subject to delays by causes or condition beyond the reasonable control of Lessee and subject to any disbursement conditions imposed by Lessor's mortgagee.

In the event Lessor's mortgagee applies any part of the insurance proceeds to the outstanding mortgage balance, then Lessee shall have the option to rebuild or cancel this Lease. At any time this Lease is terminated under this Article VI, all of the insurance proceeds attributable to the Leased Property (including proceeds attributable to the Hotel and Lessor's Personal Property) shall be delivered to Lessor or Lessor's mortgagee, as Lessor's mortgagee shall so elect, and Lessee shall have no right to any portion of such proceeds. Notwithstanding anything to the contrary set forth herein, in the event that the Leased Property is damaged by a casualty which is not covered by fire and extended coverage insurance which Lessor or Lessee is required to maintain or in the alternative, the insurance proceeds are not sufficient or available to repair and/or restore the damaged portion of the Leased Property, in whole or in part because Lessor's mortgagee has elected to apply all or part of the insurance proceeds to Lessor's outstanding mortgage balance, then neither party shall have any obligation to repair or restore the Leased Property and Lessee shall have the right to terminate the Lease upon written notice to Lessor.

Section 6.2 Insurance Rates. Lessee covenants not to make void or voidable any policy of insurance by its acts or omissions, or by its acts or omissions to cause the insurance premiums charged on any insurance carried pursuant hereto to increase.

Section 6.3 Eminent Domain. If the entire or a significant part of the Leased Property shall be taken pursuant to a legal power of eminent domain or a deed in lieu thereof and such taking or conveyance shall materially interfere with Lessee's conduct of its business and thus make the intended use impractical, then Lessee may terminate this Lease effective upon the date of such taking, provided that the Lessee gives written notice to Lessor within thirty (30) days after a taking of the type described above. In the event of a partial taking which does not materially interfere with Lessee's conduct of its business so as to affect materially the profitability of operation of the Hotel, the Base Rental for the Leased Property shall be reduced in accordance with the ratio of the value of the Leased Property immediately after the taking to the value of the Leased Property immediately prior to the taking, which reduction in value shall be measured principally by the reduction in the number of guest rooms. Lessor and Lessee shall each look to the taking authority for compensation based upon their respective interests and legal rights but with mutual cooperation. However, so much of the award or compensation as is necessary to repair or restore the improvements on the Leased Property to a condition suitable for continued operation shall be paid to Lessor and Lessor shall, to the extent of such proceeds, repair and restore the Leased Property to

their condition immediately prior to the taking or to a condition suitable for the continued operation of the hotel at the Leased Property. In the event that Lessor's mortgagee applies all or part of the condemnation proceeds or award to its mortgage balance, then either party shall have the option to rebuild and restore or to cancel this Lease. Any restoration by Lessee shall be completed in an expeditious manner subject to delays by causes or conditions beyond the reasonable control of Lessee and subject to any disbursements conditions imposed by Lessor's mortgagee.

ARTICLE VII

Default by Lessee or Lessor

Section 7.1 Events of Default. Lessee agrees that any of the following events or occurrences shall constitute an event of default under this Lease (each being a "Lessee Event of Default") subject to the cure period specified under Section 7.2: (a) failure of Lessee to pay any installment of rent (including Base Rental and any other amounts due by Lessee hereunder) when due; (b) failure of Lessee to perform any covenant, condition or obligation contained herein; (c) insolvency of Lessee or its failure to pay debts as they mature, the appointment of a receiver for Lessee or an adjudication that Lessee is bankrupt; (d) abandonment or vacation of the Leased Property by Lessee (except as allowed under Sections 6.1 and 6.3 of this Lease); (e) dissolution of Lessee; or, (f) any breach of, or default under, any other agreement executed between Lessor and Lessee. If the cure of any default by Lessee is undertaken within thirty (30) days after notice from Lessor and is being pursued in good faith and with diligence, this Lease shall continue in full force and effect and Lessor shall not pursue the remedies described in Section 7.2.

Section 7.2 Lessor's Rights and Remedies. Upon any event of default and a failure by Lessee to cure the payment of money within fifteen (15) days or to cure other defaults within thirty (30) days after the giving of written notice thereof by Lessor to Lessee, Lessor, at its option and without further demand or notice, shall have the following rights and remedies: (a) allow Lessee to remain in possession and institute proceedings for the collection of all overdue rental, together with costs of collection and reasonable attorneys' fees, all without relief from valuation or appraisal laws; or (b) prohibit in any lawful manner Lessee's access to and use of the Leased Property until any default by Lessee under this Lease has been cured; or (c) retake possession of the Leased Property, terminate this Lease and relet the Leased Property to a third party or third parties and institute proceeding for the collection of a sum equal to the cost of recovering possession and the unpaid rent due on the date of default; or (d) perform any covenant or obligation of Lessee and charge all amounts paid by Lessor, together with interest thereon at the prime interest rate plus 600 basis points to a maximum of ten percent (10%) per annum, to Lessee; or (e) retake possession of the Leased Property, without terminating this Lease, make alterations and repairs reasonably necessary for reletting the Leased Property and relet the same or any part thereof for such term or terms (which may extend beyond the term of this Lease) at such

rental and upon such terms and conditions as Lessor in its reasonable discretion deems advisable; or (I) pursue any other remedy available at law or in equity. No reentry onto or taking possession of the Leased Property, notwithstanding any provision of this Lease to the contrary, shall be construed as an election of Lessor to terminate this Lease unless Lessor gives written notice of termination to Lessee. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for Lessee's previous default. Lessee shall not be in default with respect to a nonmonetary breach if such defaults cannot reasonably be cured within thirty (30) days so long as Lessee commences to cure such breach within such thirty (30) day period and continues in good faith and with diligence to complete such cure. Lessor shall have a duty to use reasonable efforts to relet the Leased Property. All rights and remedies of the Lessor herein specified are cumulative and are in addition to, not in limitation of, any rights or remedies which Lessor may have by law. No waiver of any default or failure or delay to exercise any right or remedy by Lessor shall operate as a waiver of any other default or the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence. Lessee agrees to release and hold harmless Lessor from any and all claims arising out of the lawful repossession of the Leased Property by Lessor. Notwithstanding the foregoing, this Lease cannot be terminated by Lessor other than for a justified reason, such as the repeated and ongoing breach of the Lease after written notice and a period to remedy the breach, a delay in the lease payments for a period of two months, or a Transfer of Control, as described in Section 5.5.

Section 7.3 Lessor's Default. Lessor agrees that any of the following events or occurrences shall constitute an event of default under this Lease (each being a "Lessor Event of Default") subject to the cure period specified under this Section: (a) failure of Lessor to pay any amounts when due under the Lease; (b) failure of Lessor to perform any covenant, condition or obligation contained herein; (c) insolvency of Lessor or its failure to pay debts as they mature, the appointment of a receiver for Lessor or an adjudication that Lessor is bankrupt; (d) dissolution of Lessor; or, (e) any breach of, or default under, any other agreement executed between Lessor and Lessee. Upon Lessor's Event of Default, Lessee may, after a failure by Lessor to cure such default within thirty (30) days after the giving of written notice thereof by Lessee to Lessor, declare this Lease terminated, and thereafter, within fifteen (15) additional days, leave and surrender the Leased Property to Lessor and pursue any other remedy at law or equity; however, if the cure of any default by Lessor is undertaken within thirty (30) days after notice from Lessee and is being pursued in good faith and with diligence, this Lease shall continue in full force and effect. In the event of a default by Lessor in the payment when due of the principal of or interest on indebtedness constituting a lien upon the Leased Property or a failure by Lessor to perform its obligations hereunder, Lessee shall have the right to cure any such default by Lessor and shall be entitled to receive interest at the rate of the prime interest rate plus 600 basis points to a maximum of ten percent (10%) per annum on any amounts advanced and, upon receipt by Lessee of a non-appealable court order to such effect, to set off the amount of funds advanced plus interest against its obligations to Lessor under this Lease. Lessor shall at all times mutually

cooperate with Lessee in connection with licenses and permits that Lessee deems necessary or appropriate for the operation of a hotel at the Hotel.

ARTICLE VIII

Surrender of Possession, Termination and Holding Over

Section 8.1 Surrender of Possession. At the end of the lease term or upon the earlier cancellation or termination of this Lease, Lessee shall surrender the Leased Property to Lessor in the same good condition and state of repair as they were at on the Effective Date (provided that Lessor and Lessor's mortgagee made available to Lessee insurance and condemnation proceeds sufficient for the repair or restoration of the Leased Property as provided in Article VI), ordinary wear and tear and casualty not covered or required to be covered by the required fire and extended replacement cost coverage excepted, but with Lessee being responsible for the reasonable expense of any damage not covered by the required fire and extended coverages insurance which is caused by the acts or omissions of the Lessee, its employees, agents, patients or invitees.

Section 8.2 Termination. At the end of the Term or upon the earlier cancellation or termination of this Lease or termination of Lessee's right to possession of the Leased Property, then all licenses, certifications, permits and authorizations issued by any governmental agency, body or authority in connection with or relating to the Hotel shall be deemed as being assigned to Lessor to the extent the same are legally assignable. Lessor shall also have the right to continue to utilize the name used by Lessee in connection with the operation of the Hotel. In connection with the foregoing clauses of this Section 8.2, this Lease shall be deemed and construed as an assignment for purposes of vesting in Lessor all right, title and interest in and to (a) all licenses, certifications, permits and authorizations obtained in connection with the operation of the Hotel and (b) the names used in connection with the operation of the Hotel. Lessee hereby agrees to take such other action including providing any information, completing any forms, and executing such other documents as may be required by any governmental authorities or may be reasonably necessary in order to vest in Lessor all right, title and interest to the items specified herein.

Section 8.3 Holding Over. Lessee shall not hold over beyond the end of the term and no act of Lessor, including the acceptance of rent, shall have the effect of creating in Lessee any interest in the Leased Property other than that of a Lessee from month-to-month. The provisions of this Lease shall govern the relations of Lessor and Lessee during any period in which Lessee is holding over.

ARTICLE IX

Additional Covenants

Section 9.1 No Breach or Default. Lessor covenants and agrees that neither Lessor, nor any of Lessor's affiliates, subsidiaries, or any other entity under common control with Lessor, will take any action, or commit any omission, that causes, or could reasonably be expected to cause, a breach or default under Lessor's mortgage or mezzanine financing, or under Lessee's franchise agreement and other agreements with its franchisor.

Section 9.2 Covenants Re Ground Lease between City of Brea and Lessor.

9.2.1 This Lease is subject and subordinate to the terms and provisions of the ground lease of the land on which the Hotel is located between the City of Brea as lessor and Lessor as lessee dated in March 1989 and recorded in the Official Records of Orange County, California as Document No. 89-142734, as subsequently re-recorded and amended from time to time.

9.2.2 Lessee will attorn to the City of Brea, or, in the event of any proceeding to foreclose a leasehold mortgage on Lessor's interest in the Hotel, to the leasehold mortgagee, or any person designated in a notice from the leasehold mortgagee.

ARTICLE X

Miscellaneous

Section 10.1 Notices. All notices to be given hereunder by either party shall be in writing and for purposes of this Lease shall be either personally delivered to Lessor or Lessee or their respective authorized agents or sent by certified or registered mail, return receipt requested, or by a national package express service promising overnight delivery addressed to:

Lessor at c/o Windsor Capital Group, Inc., 3250 Ocean Park Boulevard, Suite 350, Santa Monica, CA 90405 Attention: Patrick Nesbitt (with a copy of any notice to Lessor also being provided to such person or address as may be designated by either Lessor or Lessee by notice in writing).

Lessee at c/o Windsor Capital Group, Inc., 3250 Ocean Park Boulevard, Suite 350, Santa Monica, CA 90405 Attention: Patrick Nesbitt (with a copy of any notice to Lessee also being provided to such other person or address as may be designated by either Lessor or Lessee by notice in writing).

Notice shall be deemed given and received when personally delivered or on the fifth (5th) business day after deposited in the U.S. mail or on the business day after deposited with the package express company.

Section 10.2 Lessor's Covenants. So long as there is not a Lessee Event of Default hereunder, Lessee shall be entitled to the quiet enjoyment and possession of the Leased Property.

Section 10.3 General Agreement of Parties. All rights and obligations hereunder shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, assigns and legal representatives. This Lease is executed under and shall be construed in accordance with the laws of the state in which the Hotel is located and there are no promises or agreements between the parties hereto other than those contained or referred to herein.

Section 10.4 Memorandum of Lease. Lessor and Lessee shall each execute and have recorded a memorandum of lease pursuant to applicable statutes for the purpose of acknowledging and giving notice of this Lease.

Section 10.5 Information to Lessor. Lessee agrees promptly to deliver to Lessor copies of (i) the quarterly operating statement for the Hotel operated at the Leased Property, and (ii) annual financial statement of Lessee.

Section 10.6 Authority. The parties executing this Lease on behalf of Lessor and Lessee below represent and warrant that such has been duly authorized to execute this Lease on behalf of Lessor and Lessee and that the parties hereto have fully approved and authorized such execution.

[No further text on this page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed on the day and in the year first above written.

LESSOR

BREA PROPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

LESSEE

BREA OPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: City Manager
DATE: 06/06/2017
SUBJECT: Treasurer's Report for the City of Brea for Period Ending April 30, 2017

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Treasurer's Report contains information on the investment activities for the month of April 2017. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short term investment and functions like a savings account. The City's managed investment portfolio is for longer-term investments which are managed through Chandler Asset Management. Together, the short and long-term investment accounts represent the City's investment portfolio. Attachment A includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy Statement prepared by Chandler Asset Management for the invested funds. The book value is the cost, plus or minus amortization/accretion.

As of April 30, 2017, the total market value of the managed investment portfolio, including accrued interest, was \$64,093,380.21 as compared to \$63,881,279.47 at March 31, 2017. The weighted average investment yield for April 2017 was 1.58%, which was slightly higher from the prior month of 1.56%. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$9,216,111.47 at April 30, 2017. This brings the total value of the City's investment portfolio as of April 30, 2017 to \$73,309,491.68, as compared to \$70,093,262.47 at March 31, 2017.

Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (*PARS account*) and managed by High Mark Capital and the City's various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of April 30, 2017, the market value of the PARS account, including short-term cash and accrued interest was \$6,718,257.65 as compared to \$6,637,884.74 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$6,707,947.65 in comparison to \$6,688,741.38 from the prior month. Furthermore, the City of Brea holds 2,106.5 shares of water common stock with Cal Domestic valued at \$6,692,116.02 and 687.85 shares of Class A preferred stock with Pellissier Co-Tenancy, valued at \$8,444,403.67 as of June 30, 2016.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

During the month of April, the total value of the City’s investment portfolio increased by \$3,216,229.21. The increase was primarily due to the collection of property taxes. The total value of the City’s restricted cash and investment accounts for the City's PARS account and bond reserve accounts increased by \$80,372.91 and \$19,206.27 respectively. The increase is primarily due to investment activity.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Management Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

City of Brea
Cash and Investment Information
April 30, 2017

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 2,792,282.38	\$ 2,792,282.38
Local Agency Investment Fund	LAIF	\$ 9,211,424.69	\$ 9,216,111.47
Managed Investment Portfolio - CHANDLER	Chandler	\$ 63,820,635.49	\$ 64,093,380.21
PARS Post-Employment Benefits Trust**	US Bank	\$ 6,322,842.41	\$ 6,718,257.65
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 463,157.45	\$ 466,107.37
2009 Water Revenue Bonds	Chandler/BNY	\$ 1,924,157.47	\$ 1,909,182.10
2009 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 834,475.38	\$ 839,751.16
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,362,420.01	\$ 1,352,518.69
2010 Lease Revenue Bonds	Chandler/BNY	\$ 268,003.31	\$ 266,375.78
2011 Tax Allocation Bonds, Series B	Chandler/BNY	\$ 1,710,763.84	\$ 1,710,763.84
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 163,227.69	\$ 163,227.69
2014 Water Revenue Bonds	Chandler/BNY	\$ 21.02	\$ 21.02
Sub-total - Fiscal Agent Cash & Investments		\$ 6,726,226.17	\$ 6,707,947.65
Report Grand Total		\$ 88,873,411.14	\$ 89,527,979.36

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information

April 30, 2017

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 452,665.93	\$ 455,615.85
	Short-Term Treasury Funds - BNY	\$ 10,491.52	\$ 10,491.52
	Sub-total	\$ 463,157.45	\$ 466,107.37
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,924,157.47	\$ 1,909,182.10
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ 1,924,157.47	\$ 1,909,182.10
10118	2009 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 834,475.38	\$ 839,751.16
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ 834,475.38	\$ 839,751.16
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,361,038.28	\$ 1,351,136.96
	Short-Term Treasury Funds - BNY	\$ 1,381.73	\$ 1,381.73
	Sub-total	\$ 1,362,420.01	\$ 1,352,518.69
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 267,992.20	\$ 266,364.67
	Short-Term Treasury Funds - BNY	\$ 11.11	\$ 11.11
	Sub-total	\$ 268,003.31	\$ 266,375.78
	2011 Tax Allocation Bonds, Series B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,710,763.84	\$ 1,710,763.84
	Sub-total	\$ 1,710,763.84	\$ 1,710,763.84
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 163,227.69	\$ 163,227.69
	Sub-total	\$ 163,227.69	\$ 163,227.69
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 21.02	\$ 21.02
	Sub-total	\$ 21.02	\$ 21.02
Report Grand Total		\$ 6,726,226.17	\$ 6,707,947.65



PORTFOLIO CHARACTERISTICS

Average Duration	0.00
Average Coupon	0.90 %
Average Purchase YTM	0.90 %
Average Market YTM	0.90 %
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

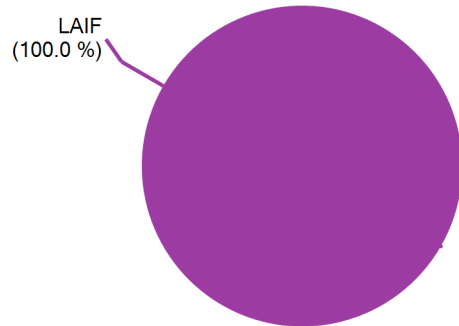
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	6,199,107	9,211,425
Accrued Interest	12,372	4,687
Total Market Value	6,211,479	9,216,111
Income Earned	4,343	4,632
Cont/WD		3,000,000
Par	6,199,107	9,211,425
Book Value	6,199,107	9,211,425
Cost Value	6,199,107	9,211,425

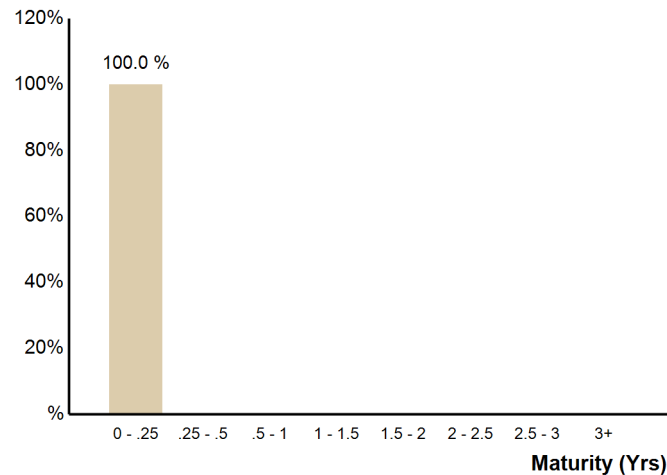
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	100.0 %
	100.0 %

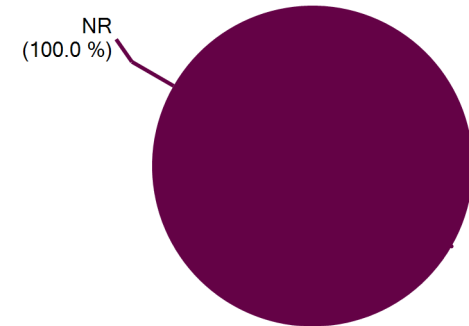
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 2/28/2012
					3 Yrs	5 Yrs	10 Yrs	2/28/2012	
City of Brea Laif	0.07 %	0.20 %	0.26 %	0.65 %	0.43 %	0.37 %	N/A	N/A	N/A



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	9,211,424.69	Various 0.90 %	9,211,424.69 9,211,424.69	1.00 0.90 %	9,211,424.69 4,686.78	100.00 % 0.00	NR / NR NR	0.00 0.00
Total LAIF		9,211,424.69	0.90 %	9,211,424.69	0.90 %	9,211,424.69 4,686.78	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		9,211,424.69	0.90 %	9,211,424.69	0.90 %	9,211,424.69 4,686.78	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						9,216,111.47			



PORTFOLIO CHARACTERISTICS

Average Duration	2.50
Average Coupon	1.49 %
Average Purchase YTM	1.58 %
Average Market YTM	1.56 %
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.73 yrs
Average Life	2.58 yrs

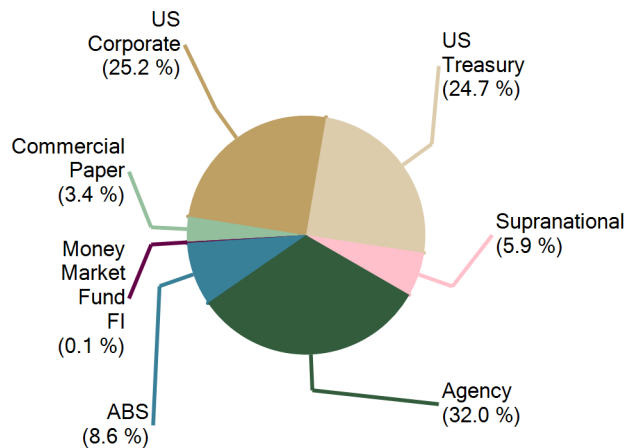
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	63,676,727	63,892,966
Accrued Interest	204,552	200,415
Total Market Value	63,881,279	64,093,380
Income Earned	81,909	82,521
Cont/WD		0
Par	64,022,870	64,091,263
Book Value	63,817,101	63,910,831
Cost Value	63,713,111	63,820,635

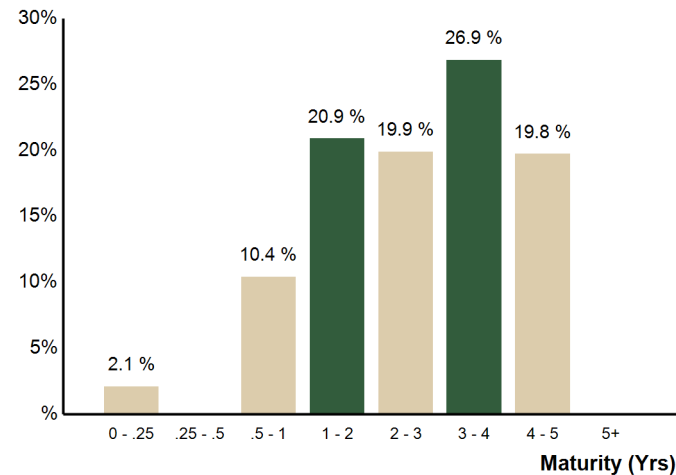
TOP ISSUERS

Issuer	% Portfolio
Government of United States	24.7 %
Federal National Mortgage Assoc	14.0 %
Federal Home Loan Mortgage Corp	10.3 %
Federal Home Loan Bank	6.2 %
Inter-American Dev Bank	3.7 %
Intl Bank Recon and Development	2.3 %
Honda ABS	2.2 %
John Deere ABS	2.2 %
	65.5 %

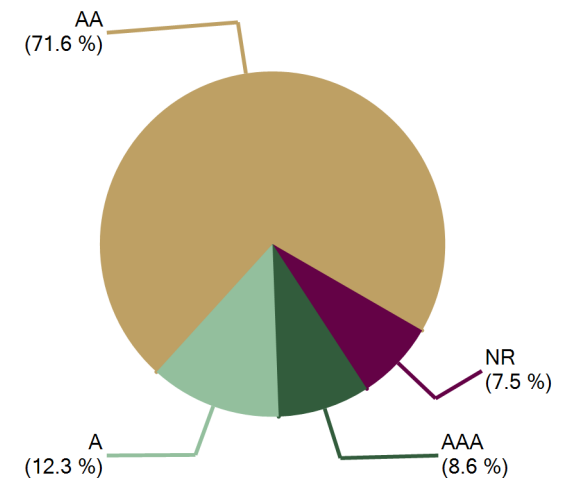
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			4/30/1996	Since 4/30/1996
					3 Yrs	5 Yrs	10 Yrs		
City of Brea	0.33 %	0.63 %	0.81 %	0.55 %	1.36 %	1.16 %	2.80 %	4.02 %	128.97 %
BAML 1-5 Yr US Treasury/Agency Index*	0.30 %	0.51 %	0.68 %	0.23 %	1.16 %	0.89 %	2.63 %	3.64 %	111.98 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.32 %	0.57 %	0.75 %	0.38 %	1.27 %	1.06 %	2.69 %	N/A	N/A

*BAML 1-Yr US Treasury Bill Index to 9/30/01,



City of Brea
April 30, 2017

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the Client's investment policy

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset- Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%; <60%, with OCIP	Complies
OCIP	40%; <60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Per issuer max	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$63,817,101.39
<u>Acquisition</u>		
+ Security Purchases	\$2,417,403.45	
+ Money Market Fund Purchases	\$2,434,974.07	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$4,852,377.52
<u>Dispositions</u>		
- Security Sales	\$2,228,863.21	
- Money Market Fund Sales	\$2,425,503.45	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$116,077.31	
Total Dispositions		\$4,770,443.97
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$4,725.33	
		\$4,725.33
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$7,070.77	
		\$7,070.77
Ending Book Value		\$63,910,831.04

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$80,570.51
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$2,228,863.21	
Accrued Interest Received	\$6,536.04	
Interest Received	\$83,361.24	
Dividend Received	\$136.27	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$116,077.31	
Total Acquisitions	\$2,434,974.07	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$2,417,403.45	
Accrued Interest Paid	\$8,100.00	
Total Dispositions	\$2,425,503.45	
Ending Book Value		\$90,041.13

Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	41,321.51	04/02/2014 0.93 %	41,314.89 41,321.51	99.97 1.29 %	41,308.31 16.90	0.06 % (13.20)	Aaa / NR AAA	0.96 0.09
43814NAB1	Honda Auto Receivables 2016-1 A2 1.01% Due 6/18/2018	203,221.68	02/16/2016 1.02 %	203,201.38 203,211.75	99.91 1.46 %	203,047.24 74.12	0.32 % (164.51)	NR / AAA AAA	1.13 0.19
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	290,852.49	02/24/2015 1.13 %	290,808.51 290,840.67	99.91 1.34 %	290,586.05 144.78	0.45 % (254.62)	Aaa / AAA NR	1.80 0.41
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	575,000.00	07/19/2016 1.10 %	574,964.93 574,975.38	99.93 1.28 %	574,587.15 278.56	0.90 % (388.23)	Aaa / NR AAA	1.80 0.39
43814RAB2	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	820,000.00	10/18/2016 1.05 %	819,977.12 819,981.87	99.83 1.33 %	818,571.56 307.96	1.28 % (1,410.31)	NR / AAA AAA	1.97 0.60
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	386,826.05	08/02/2016 1.08 %	386,810.81 386,814.80	99.89 1.31 %	386,401.25 183.96	0.60 % (413.55)	Aaa / NR AAA	2.04 0.47
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	530,000.00	10/04/2016 1.07 %	529,957.60 529,966.62	99.85 1.33 %	529,197.58 249.69	0.83 % (769.04)	Aaa / AAA NR	2.04 0.58
43814TAB8	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	380,000.00	03/21/2017 1.43 %	379,990.92 379,991.28	100.02 1.40 %	380,089.30 149.89	0.59 % 98.02	Aaa / NR AAA	2.23 0.83
161571HH0	Chase CHAIT Pool #2016-A7 1.06% Due 9/16/2019	815,000.00	09/06/2016 1.08 %	814,929.75 814,973.78	99.91 1.29 %	814,287.69 383.96	1.27 % (686.09)	Aaa / AAA AAA	2.38 0.36
89238MAB4	Toyota Auto Receivables Owner 2017-A 1.42% Due 9/16/2019	420,000.00	03/07/2017 1.43 %	419,959.47 419,961.55	100.02 1.40 %	420,083.58 265.07	0.66 % 122.03	Aaa / AAA NR	2.38 0.93
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	285,000.00	02/22/2017 1.50 %	284,998.86 284,998.93	100.00 1.51 %	284,998.58 190.00	0.44 % (0.35)	Aaa / NR AAA	2.46 1.00
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	275,000.00	03/21/2017 1.47 %	274,998.60 274,998.65	100.04 1.44 %	275,103.68 179.67	0.43 % 105.03	Aaa / NR AAA	2.71 0.99
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	485,000.00	02/23/2016 1.37 %	484,923.66 484,945.22	99.81 1.53 %	484,086.75 293.16	0.76 % (858.47)	Aaa / NR AAA	2.96 1.11
Total ABS		5,507,221.73	1.19 %	5,506,836.50 5,506,982.01	1.37 %	5,502,348.72 2,717.72	8.59 % (4,633.29)	Aaa / AAA AAA	2.18 0.63
AGENCY									
313378A43	FHLB Note 1.375% Due 3/9/2018	500,000.00	09/04/2014 1.31 %	501,080.00 500,263.66	100.28 1.05 %	501,377.50 993.06	0.78 % 1,113.84	Aaa / AA+ AAA	0.86 0.85
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	1,135,000.00	03/20/2015 1.02 %	1,138,723.94 1,136,184.14	99.97 1.15 %	1,134,671.99 212.81	1.77 % (1,512.15)	Aaa / AA+ AAA	0.99 0.98
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,145,000.00	Various 1.53 %	1,113,053.45 1,137,353.50	99.69 1.17 %	1,141,412.72 4,452.78	1.79 % 4,059.22	Aaa / AA+ AAA	1.06 1.05
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	1,005,000.00	Various 1.58 %	1,013,173.05 1,007,401.22	100.64 1.30 %	1,011,466.17 781.66	1.58 % 4,064.95	Aaa / AA+ AAA	1.46 1.44
3137EADZ9	FHLMC Note 1.125% Due 4/15/2019	500,000.00	07/28/2016 0.92 %	502,764.50 501,993.79	99.61 1.33 %	498,050.00 250.00	0.78 % (3,943.79)	Aaa / AA+ AAA	1.96 1.93

Holdings Report

As of 4/30/17

Attachment A

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	1,125,000.00	09/04/2014 1.74 %	1,125,572.63 1,125,251.96	100.78 1.37 %	1,133,737.88 8,257.81	1.78 % 8,485.92	Aaa / AA+ AAA	2.08 2.03
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	1,270,000.00	Various 1.81 %	1,237,124.88 1,254,755.78	99.67 1.40 %	1,265,762.01 3,968.75	1.98 % 11,006.23	Aaa / AA+ AAA	2.25 2.21
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	1,250,000.00	05/26/2015 1.48 %	1,237,873.75 1,243,253.87	99.46 1.48 %	1,243,221.25 1,258.68	1.94 % (32.62)	Aaa / AA+ AAA	2.42 2.37
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,250,000.00	Various 1.46 %	1,260,040.40 1,255,538.24	100.33 1.50 %	1,254,158.75 5,642.36	1.97 % (1,379.49)	Aaa / AA+ AAA	2.73 2.65
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52 %	1,241,437.50 1,244,783.49	99.54 1.53 %	1,244,226.25 8,593.75	1.95 % (557.24)	Aaa / AA+ AAA	3.01 2.91
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57 %	1,026,700.60 1,027,851.88	99.84 1.55 %	1,028,344.79 5,536.25	1.61 % 492.91	Aaa / AA+ AAA	3.15 3.04
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90 %	1,201,847.50 1,208,256.01	99.45 1.66 %	1,218,215.95 7,707.29	1.91 % 9,959.94	Aaa / AA+ AAA	3.59 3.45
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46 %	1,065,677.20 1,066,713.54	98.80 1.70 %	1,057,183.54 2,983.37	1.65 % (9,530.00)	Aaa / AA+ AAA	3.81 3.67
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46 %	1,269,953.70 1,271,026.01	98.73 1.72 %	1,258,839.38 3,165.36	1.97 % (12,186.63)	Aaa / AA+ AAA	3.83 3.70
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48 %	395,724.00 396,519.37	98.17 1.72 %	392,688.80 2,430.56	0.62 % (3,830.57)	Aaa / AA+ AAA	4.02 3.87
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33 %	1,273,126.60 1,274,537.50	97.40 1.77 %	1,251,565.59 4,296.72	1.96 % (22,971.91)	Aaa / AA+ AAA	4.21 4.07
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33 %	1,237,737.50 1,239,386.52	97.12 1.83 %	1,213,960.00 3,085.94	1.90 % (25,426.52)	Aaa / AA+ AAA	4.29 4.14
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29 %	1,282,305.71 1,282,625.62	97.65 1.82 %	1,254,778.09 3,301.74	1.96 % (27,847.53)	Aaa / AA+ AAA	4.30 4.15
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92 %	1,354,927.50 1,354,916.00	100.49 1.89 %	1,356,655.50 8,400.00	2.13 % 1,739.50	Aaa / AA+ AAA	4.69 4.42
Total Agency		20,600,000.00	1.51 %	20,478,844.41 20,528,612.10	1.55 %	20,460,316.16 75,318.89	32.04 % (68,295.94)	Aaa / AA+ AAA	2.98 2.88
COMMERCIAL PAPER									
06538BU76	Bank of Tokyo Mitsubishi NY Discount CP 1.18% Due 7/7/2017	1,275,000.00	03/06/2017 1.20 %	1,269,901.42 1,269,901.42	99.60 1.20 %	1,269,901.42 2,298.54	1.98 % 0.00	P-1 / A-1 NR	0.19 0.19
21687AY31	Rabobank Nederland NV NY Discount CP 1.2% Due 11/3/2017	910,000.00	03/28/2017 1.22 %	903,387.33 903,387.33	99.27 1.22 %	903,387.33 970.67	1.41 % 0.00	P-1 / A-1 NR	0.51 0.51
Total Commercial Paper		2,185,000.00	1.21 %	2,173,288.75 2,173,288.75	1.21 %	2,173,288.75 3,269.21	3.40 % 0.00	P-1 / A-1 NR	0.32 0.32

Holdings Report

As of 4/30/17

Attachment A

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	90,041.13	Various 0.35 %	90,041.13 90,041.13	1.00 0.35 %	90,041.13 0.00	0.14 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		90,041.13	0.35 %	90,041.13 90,041.13	0.35 %	90,041.13 0.00	0.14 % 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,460,000.00	09/30/2015 1.06 %	1,457,518.00 1,458,815.72	99.51 1.35 %	1,452,835.78 1,054.44	2.27 % (5,979.94)	Aaa / AAA AAA	1.43 1.41
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,065,000.00	04/05/2017 1.70 %	1,062,475.95 1,062,518.54	99.94 1.65 %	1,064,307.75 913.39	1.66 % 1,789.21	Aaa / NR AAA	3.04 2.95
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15 %	1,273,431.75 1,273,520.21	100.87 1.93 %	1,286,144.78 7,751.82	2.02 % 12,624.57	Aaa / NR AAA	4.72 4.44
Total Supranational		3,800,000.00	1.61 %	3,793,425.70 3,794,854.47	1.63 %	3,803,288.31 9,719.65	5.95 % 8,433.84	Aaa / AAA AAA	3.00 2.87
US CORPORATE									
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	785,000.00	Various 1.27 %	787,534.60 785,375.08	100.06 1.25 %	785,460.01 4,003.50	1.23 % 84.93	A1 / A+ A+	0.63 0.62
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	780,000.00	Various 1.31 %	782,765.40 780,743.93	100.15 1.24 %	781,153.62 3,424.42	1.22 % 409.69	Aa3 / AA- A	0.70 0.69
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	725,000.00	02/03/2015 1.23 %	722,788.75 724,433.06	99.91 1.25 %	724,330.10 1,925.78	1.13 % (102.96)	Aa3 / AA- A+	0.77 0.76
084670BH0	Berkshire Hathaway Note 1.55% Due 2/9/2018	700,000.00	09/18/2014 1.65 %	697,725.00 699,476.84	100.19 1.31 %	701,301.30 2,471.39	1.10 % 1,824.46	Aa2 / AA A+	0.78 0.77
166764AV2	Chevron Corp Note 1.365% Due 3/2/2018	700,000.00	02/24/2015 1.37 %	700,000.00 700,000.00	99.95 1.43 %	699,629.70 1,565.96	1.09 % (370.30)	Aa2 / AA- NR	0.84 0.83
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	400,000.00	04/04/2013 1.14 %	399,632.00 399,930.47	99.87 1.27 %	399,463.60 250.00	0.62 % (466.87)	Aa2 / AA AA	0.95 0.94
037833AJ9	Apple Inc Note 1% Due 5/3/2018	810,000.00	Various 1.20 %	802,722.10 808,398.88	99.75 1.25 %	807,991.20 4,005.00	1.27 % (407.68)	Aa1 / AA+ NR	1.01 0.99
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	800,000.00	Various 1.90 %	807,073.15 802,489.28	100.77 1.58 %	806,188.80 991.66	1.26 % 3,699.52	A1 / A+ NR	1.45 1.42
74005PBH6	Praxair Note 1.25% Due 11/7/2018	810,000.00	Various 1.67 %	797,684.40 805,055.15	99.59 1.53 %	806,658.75 4,893.75	1.27 % 1,603.60	A2 / A NR	1.52 1.49
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	430,000.00	12/10/2013 1.99 %	429,084.10 429,703.56	100.49 1.64 %	432,092.38 3,214.25	0.68 % 2,388.82	A2 / A A	1.62 1.58
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	800,000.00	Various 2.27 %	800,569.30 800,407.56	101.28 1.54 %	810,253.61 5,468.88	1.27 % 9,846.05	A1 / AA- AA-	1.71 1.66

Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	715,000.00	Various 2.04 %	717,853.05 716,047.90	101.02 1.56 %	722,325.18 2,532.29	1.13 % 6,277.28	A1 / AA- NR	1.84 1.79
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	700,000.00	Various 2.08 %	703,858.75 701,547.87	100.90 1.72 %	706,317.51 256.67	1.10 % 4,769.64	A1 / A+ AA	1.99 1.86
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	705,000.00	Various 2.29 %	705,272.60 705,125.54	100.95 1.87 %	711,702.44 2,252.08	1.11 % 6,576.90	A1 / A AA-	2.37 2.21
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17 %	734,204.40 734,561.83	100.32 2.03 %	737,329.95 3,994.52	1.16 % 2,768.12	A2 / A AA-	2.75 2.64
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77 %	464,511.75 464,726.97	100.21 1.67 %	465,971.85 1,717.92	0.73 % 1,244.88	A1 / A+ A+	2.80 2.70
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49 %	741,693.75 744,854.74	100.63 2.04 %	754,740.00 7,546.88	1.19 % 9,885.26	A1 / A+ NR	3.06 2.91
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02 %	324,740.00 324,817.56	100.48 1.86 %	326,547.00 3,213.89	0.51 % 1,729.44	Aaa / AAA AA+	3.52 3.26
00440EAT4	ACE INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16 %	803,768.00 803,538.86	100.48 2.15 %	803,844.80 9,097.78	1.27 % 305.94	A3 / A A	3.52 3.24
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97 %	884,992.10 883,007.41	100.67 2.04 %	880,854.63 3,240.42	1.38 % (2,152.78)	Aaa / AA+ NR	3.84 3.65
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	440,000.00	05/16/2016 1.96 %	439,771.20 439,814.68	98.83 2.25 %	434,871.36 3,861.00	0.68 % (4,943.32)	A1 / A AA-	4.05 3.84
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57 %	589,298.90 589,401.03	98.02 2.04 %	578,290.27 2,108.43	0.91 % (11,110.76)	Aaa / AAA AA+	4.28 4.09
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40 %	785,998.44 787,543.20	98.98 2.14 %	795,815.28 1,951.93	1.24 % 8,272.08	A1 / AA- A+	4.38 4.16
91159HHP8	US Bancorp Note 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66 %	389,329.20 389,364.83	100.84 2.44 %	393,277.17 2,758.44	0.62 % 3,912.34	A1 / A+ AA	4.74 4.40
Total US Corporate		16,034,000.00	1.85 %	16,012,870.94 16,020,366.23	1.69 %	16,066,410.51 76,746.84	25.19 % 46,044.28	A1 / AA- AA-	2.21 2.10
US TREASURY									
912828SH4	US Treasury Note 1.375% Due 2/28/2019	1,140,000.00	Various 1.71 %	1,122,272.76 1,133,355.67	100.21 1.26 %	1,142,404.27 2,640.90	1.79 % 9,048.60	Aaa / AA+ AAA	1.83 1.80
912828ST8	US Treasury Note 1.25% Due 4/30/2019	1,150,000.00	Various 1.67 %	1,127,845.65 1,140,852.75	99.96 1.27 %	1,149,505.50 39.06	1.79 % 8,652.75	Aaa / AA+ AAA	2.00 1.97
912828R85	US Treasury Note 0.875% Due 6/15/2019	1,100,000.00	07/28/2016 0.82 %	1,101,722.44 1,101,270.12	99.11 1.30 %	1,090,246.30 3,622.60	1.71 % (11,023.82)	Aaa / AA+ AAA	2.13 2.09
912828J84	US Treasury Note 1.375% Due 3/31/2020	1,250,000.00	10/23/2015 1.35 %	1,251,224.89 1,250,806.25	99.79 1.45 %	1,247,315.00 1,455.77	1.95 % (3,491.25)	Aaa / AA+ AAA	2.92 2.85

Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,150,000.00	Various 1.63 %	1,137,379.14 1,141,481.07	99.66 1.49 %	1,146,092.30 6,603.02	1.80 % 4,611.23	Aaa / AA+ AAA	3.09 2.99
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37 %	1,250,394.81 1,250,267.60	99.43 1.55 %	1,242,920.00 2,895.72	1.94 % (7,347.60)	Aaa / AA+ AAA	3.34 3.24
912828L99	US Treasury Note 1.375% Due 10/31/2020	1,300,000.00	11/23/2015 1.71 %	1,279,641.07 1,285,557.92	99.27 1.59 %	1,290,503.50 48.57	2.01 % 4,945.58	Aaa / AA+ AAA	3.51 3.40
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40 %	1,298,734.82 1,299,029.34	99.02 1.65 %	1,287,253.50 4,444.06	2.02 % (11,775.84)	Aaa / AA+ AAA	3.76 3.63
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40 %	1,285,111.61 1,277,799.18	101.32 1.64 %	1,266,455.00 4,211.96	1.98 % (11,344.18)	Aaa / AA+ AAA	3.84 3.67
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,300,000.00	12/13/2016 1.81 %	1,269,891.07 1,272,540.96	98.40 1.67 %	1,279,179.20 1,376.37	2.00 % 6,638.24	Aaa / AA+ AAA	3.92 3.80
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48 %	1,278,016.07 1,280,134.41	97.29 1.77 %	1,264,758.30 1,238.73	1.98 % (15,376.11)	Aaa / AA+ AAA	4.42 4.28
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94 %	1,027,686.05 1,027,545.17	100.96 1.78 %	1,034,889.20 55.71	1.61 % 7,344.03	Aaa / AA+ AAA	4.51 4.29
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14 %	1,335,407.68 1,336,045.91	99.69 1.82 %	1,355,750.00 4,009.78	2.12 % 19,704.09	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		15,875,000.00	1.57 %	15,765,328.06 15,796,686.35	1.56 %	15,797,272.07 32,642.25	24.70 % 585.72	Aaa / AA+ AAA	3.42 3.31
TOTAL PORTFOLIO		64,091,262.86	1.58 %	63,820,635.49 63,910,831.04	1.56 %	63,892,965.65 200,414.56	100.00 % (17,865.39)	Aa1 / AA+ AAA	2.73 2.50
TOTAL MARKET VALUE PLUS ACCRUED						64,093,380.21			



Book Value Report
As of 4/30/2017 12:00:00 AM

MIG	Book Value	12 Months or less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$5,506,982.01	\$3,275,271.58	\$1,291,721.57	\$939,988.86	\$5,506,982.01
Agency	\$20,528,612.10	\$1,636,447.80	\$2,646,748.51	\$16,245,415.79	\$20,528,612.10
Commercial Paper	\$2,173,288.75	\$2,173,288.75	\$0.00	\$0.00	\$2,173,288.75
Money Market Fund FI	\$90,041.13	\$90,041.13	\$0.00	\$0.00	\$90,041.13
Supranational	\$3,794,854.47	\$0.00	\$1,458,815.72	\$2,336,038.75	\$3,794,854.47
US Corporate	\$16,020,366.23	\$4,089,959.38	\$5,063,650.20	\$6,866,756.65	\$16,020,366.23
US Treasury	\$15,796,686.35	\$0.00	\$2,274,208.42	\$13,522,477.93	\$15,796,686.35
Total	\$63,910,831.04	\$11,265,008.64	\$12,735,144.42	\$39,910,677.98	\$63,910,831.04



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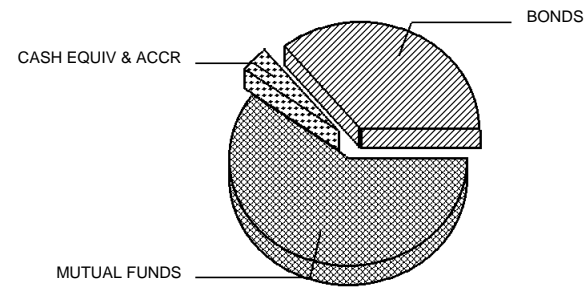
PARS/CITY OF BREA 115P
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Period from April 1, 2017 to April 30, 2017

ASSET SUMMARY

ASSETS	04/30/2017 MARKET	04/30/2017 BOOK VALUE	% OF MARKET
Cash And Equivalents	179,380.07	179,380.07	2.66
Corporate Issues	2,414,321.00	2,487,425.00	35.94
Mutual Funds-Equity	4,098,517.34	3,656,037.34	61.01
Total Assets	6,692,218.41	6,322,842.41	99.61
Accrued Income	26,039.24	26,039.24	0.39
Grand Total	6,718,257.65	6,348,881.65	100.00

Estimated Annual Income **149,854.44**



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Period from April 1, 2017 to April 30, 2017

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	179,380.070	179,380.07 1.0000	179,380.07	.00 .00	94.35	0.62
Total Money Markets	179,380.070	179,380.07	179,380.07	.00 .00	94.35	0.62
Total Cash And Equivalents	179,380.070	179,380.07	179,380.07	.00 .00	94.35	0.62
Corporate Issues						
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	152,358.00 101.5720	158,403.00	- 6,045.00 939.00	807.50	2.81
Bank Ny Mellon Mtn 5.450% 5/15/19 Standard & Poors Rating: A Moody's Rating: A1 06406HBM0 Asset Minor Code 28	200,000.000	214,094.00 107.0470	223,052.00	- 8,958.00 - 546.00	5,026.11	5.09
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	205,962.00 102.9810	207,884.00	- 1,922.00 618.00	918.33	2.82
Gen Elec Cap Crp Mtn 6.000% 8/07/19 Standard & Poors Rating: AA- Moody's Rating: A1 36962G4D3 Asset Minor Code 28	175,000.000	191,625.00 109.5000	200,947.25	- 9,322.25 - 600.25	2,450.00	5.48



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Period from April 1, 2017 to April 30, 2017

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Gen Elec Cap Crp Mtn 5.500% 1/08/20 Standard & Poors Rating: AA- Moody's Rating: A1 36962G4J0 Asset Minor Code 28	200,000.000	219,308.00 109.6540	228,930.00	- 9,622.00 110.00	3,452.78	5.02
General Elec Cap Mtn 3.100% 1/09/23 Standard & Poors Rating: AA- Moody's Rating: A1 36962G6S8 Asset Minor Code 28	100,000.000	103,507.00 103.5070	106,031.00	- 2,524.00 724.00	964.44	2.99
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28 Date Last Priced: 11/28/16	100,000.000	103,518.00 103.5180 @	104,231.00	- 713.00 .00	1,562.50	3.62
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	98,579.00 98.5790	103,111.00	- 4,532.00 1,110.00	580.56	2.79
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	200,000.000	206,196.00 103.0980	208,046.00	- 1,850.00 1,616.00	798.61	3.03
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	105,682.00 105.6820	109,303.00	- 3,621.00 813.00	1,000.00	3.78

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	74,340.00 99.1200	73,932.75	407.25 691.50	5.73	2.77
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	221,338.00 110.6690	230,048.00	- 8,710.00 1,218.00	1,316.11	4.65
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: A+ Moody's Rating: A1 92826CAB8 Asset Minor Code 28	200,000.000	201,598.00 100.7990	204,764.00	- 3,166.00 1,012.00	1,674.44	2.18
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	100,986.00 100.9860	103,890.00	- 2,904.00 832.00	476.67	3.27
Xto Energy Inc 6.500% 12/15/18 Standard & Poors Rating: AA+ Moody's Rating: Aaa 98385XAT3 Asset Minor Code 28	200,000.000	215,230.00 107.6150	224,852.00	- 9,622.00 - 432.00	4,911.11	6.04
Total Corporate Issues	2,300,000.000	2,414,321.00	2,487,425.00	- 73,104.00 8,105.25	25,944.89	3.95

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Z 19765P406 Asset Minor Code 98	16,785.993	409,074.65 24.3700	352,780.74	56,293.91 5,707.24	.00	0.84
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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	5,270.646	225,056.58 42.7000	188,106.99	36,949.59 5,534.17	.00	1.99
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	1,744.696	332,765.87 190.7300	279,056.08	53,709.79 1,343.42	.00	1.29
Harbor Capital Aprction Inst 411511504 Asset Minor Code 98	2,690.584	173,488.86 64.4800	150,957.53	22,531.33 4,843.05	.00	0.09
Schroder Emerging Market Equity Fund 41665H847 Asset Minor Code 98	19,812.338	272,815.89 13.7700	223,601.98	49,213.91 7,330.56	.00	0.81
Ishares Russell Midcap Index Etf 464287499 Asset Minor Code 94	1,617.000	305,047.05 188.6500	273,493.37	31,553.68 2,376.99	.00	1.56
Mfs Intl Growth Fd Cl I 55273E848 Asset Minor Code 98	6,995.314	228,746.77 32.7000	202,785.93	25,960.84 9,653.54	.00	1.04
Nationwide Bailard International 63868B815 Asset Minor Code 98	41,660.830	336,619.51 8.0800	307,933.67	28,685.84 7,915.56	.00	1.93
Nuveen Real Estate Secs I 670678507 Asset Minor Code 98	4,933.027	109,069.23 22.1100	116,557.34	- 7,488.11 345.31	.00	3.23
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	2,853.245	175,360.44 61.4600	142,405.09	32,955.35 6,362.74	.00	0.21
T Rowe Price New Horizons Fund I 779562206 Asset Minor Code 98	6,387.335	314,767.87 49.2800	268,308.94	46,458.93 9,772.62	.00	0.00

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Period from April 1, 2017 to April 30, 2017

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Jp Undiscovered Mgrs Be Val CI L 904504842 Asset Minor Code 98	4,649.330	307,692.66 66.1800	284,678.49	23,014.17 1,255.32	.00	0.97
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	12,671.113	908,011.96 71.6600	865,371.19	42,640.77 5,955.43	.00	2.07
Total Mutual Funds-Equity	128,071.451	4,098,517.34	3,656,037.34	442,480.00 68,395.95	.00	1.31
Total Mutual Funds	128,071.451	4,098,517.34	3,656,037.34	442,480.00 68,395.95	.00	1.31
Total Assets	2,607,451.521	6,692,218.41	6,322,842.41	369,376.00 76,501.20	26,039.24	2.24
Accrued Income	.000	26,039.24	26,039.24			
Grand Total	2,607,451.521	6,718,257.65	6,348,881.65			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.



PORTFOLIO CHARACTERISTICS

Average Duration	3.26
Average Coupon	1.53 %
Average Purchase YTM	1.63 %
Average Market YTM	1.59 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.39 yrs
Average Life	3.38 yrs

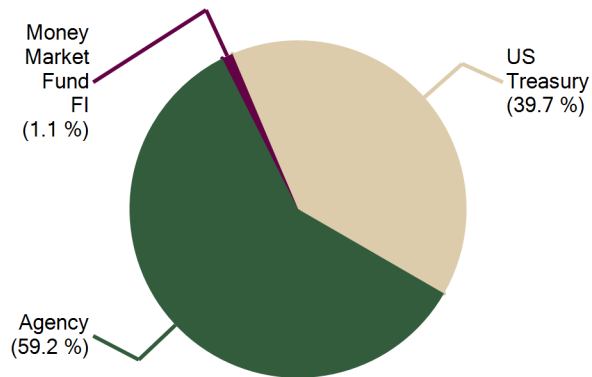
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	452,127	453,997
Accrued Interest	1,752	1,619
Total Market Value	453,880	455,616
Income Earned	606	598
Cont/WD		0
Par	453,768	454,807
Book Value	452,997	454,023
Cost Value	451,923	452,666

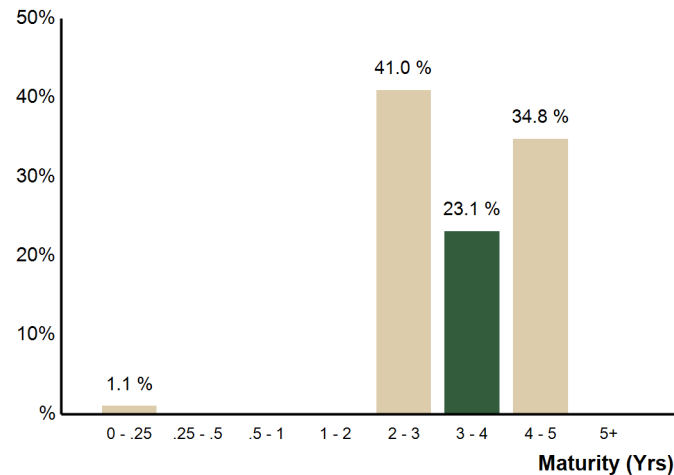
TOP ISSUERS

Issuer	% Portfolio
Government of United States	39.7 %
Federal National Mortgage Assoc	24.1 %
Federal Home Loan Mortgage Corp	18.6 %
Federal Home Loan Bank	16.5 %
AIM STIT-Treasury Portfolio	1.1 %
	100.0 %

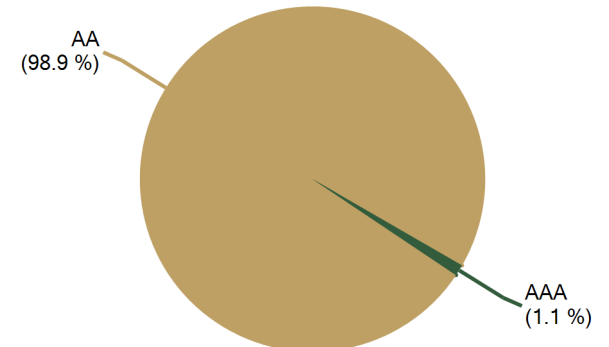
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			11/30/2009	Since 11/30/2009
					3 Yrs	5 Yrs	10 Yrs		
Brea 05 CFD 97-1 Spec Tax Reserve Fund	0.38 %	0.63 %	0.81 %	0.26 %	1.67 %	1.33 %	N/A	2.16 %	17.19 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	1.01 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$452,996.60
<u>Acquisition</u>		
+ Security Purchases	\$50,102.98	
+ Money Market Fund Purchases	\$46,407.13	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$96,510.11
<u>Dispositions</u>		
- Security Sales	\$45,442.80	
- Money Market Fund Sales	\$50,367.85	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$95,810.65
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$32.22	
		\$32.22
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$295.01	
		\$295.01
Ending Book Value		\$454,023.29

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$8,767.81
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$45,442.80	
Accrued Interest Received	\$154.68	
Interest Received	\$808.13	
Dividend Received	\$1.52	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$46,407.13	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$50,102.98	
Accrued Interest Paid	\$264.87	
Total Dispositions	\$50,367.85	
Ending Book Value		\$4,807.09



Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	45,000.00	09/09/2014 1.84 %	43,771.05 44,434.38	99.67 1.40 %	44,849.84 140.63	9.87 % 415.46	Aaa / AA+ AAA	2.25 2.21
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	27,000.00	11/17/2014 1.77 %	26,972.73 26,986.61	100.70 1.45 %	27,189.92 64.31	5.98 % 203.31	Aaa / AA+ AAA	2.37 2.31
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	40,000.00	03/25/2015 1.40 %	39,735.60 39,858.43	99.46 1.48 %	39,783.08 40.28	8.74 % (75.35)	Aaa / AA+ AAA	2.42 2.37
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87 %	39,779.20 39,861.18	100.50 1.58 %	40,200.00 270.28	8.88 % 338.82	Aaa / AA+ NR	3.12 3.00
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64 %	34,566.00 34,665.47	98.80 1.70 %	34,580.77 97.59	7.61 % (84.70)	Aaa / AA+ AAA	3.81 3.67
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50 %	42,738.13 42,764.97	98.16 1.81 %	42,208.33 39.42	9.27 % (556.64)	Aaa / AA+ AAA	4.44 4.27
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92 %	40,142.40 40,141.98	100.49 1.89 %	40,197.20 248.89	8.88 % 55.22	Aaa / AA+ AAA	4.69 4.42
Total Agency		270,000.00	1.70 %	267,705.11 268,713.02	1.62 %	269,009.14 901.40	59.24 % 296.12	Aaa / AA+ AAA	3.33 3.21
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	4,807.09	Various 0.11 %	4,807.09 4,807.09	1.00 0.11 %	4,807.09 0.00	1.06 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		4,807.09	0.11 %	4,807.09 4,807.09	0.11 %	4,807.09 0.00	1.06 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	15,000.00	06/17/2014 1.75 %	14,557.67 14,814.06	99.67 1.29 %	14,950.20 70.47	3.30 % 136.14	Aaa / AA+ AAA	2.08 2.04
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	30,000.00	Various 1.46 %	29,709.47 29,830.22	99.51 1.43 %	29,852.34 63.18	6.57 % 22.12	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	30,000.00	05/07/2015 1.57 %	29,379.01 29,630.32	99.11 1.44 %	29,731.65 28.59	6.53 % 101.33	Aaa / AA+ AAA	2.92 2.86
912828WC0	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63 %	30,166.51 30,116.89	100.55 1.59 %	30,165.24 1.43	6.62 % 48.35	Aaa / AA+ AAA	3.51 3.38
912828WN6	US Treasury Note 2% Due 5/31/2021	30,000.00	07/11/2016 1.01 %	31,406.35 31,175.37	101.21 1.69 %	30,363.27 250.55	6.72 % (812.10)	Aaa / AA+ AAA	4.09 3.88
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89 %	34,974.14 34,975.63	100.43 1.78 %	35,149.03 274.04	7.77 % 173.40	Aaa / AA+ AAA	4.59 4.34



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84 %	9,960.58 9,960.69	99.69 1.82 %	9,968.75 29.48	2.19 % 8.06	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		180,000.00	1.56 %	180,153.73 180,503.18	1.58 %	180,180.48 717.74	39.70 % (322.70)	Aaa / AA+ AAA	3.56 3.42
TOTAL PORTFOLIO		454,807.09	1.63 %	452,665.93 454,023.29	1.59 %	453,996.71 1,619.14	100.00 % (26.58)	Aaa / AA+ AAA	3.39 3.26
TOTAL MARKET VALUE PLUS ACCRUED						455,615.85			



PORTFOLIO CHARACTERISTICS

Average Duration	3.23
Average Coupon	1.64 %
Average Purchase YTM	1.24 %
Average Market YTM	1.54 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.36 yrs
Average Life	3.36 yrs

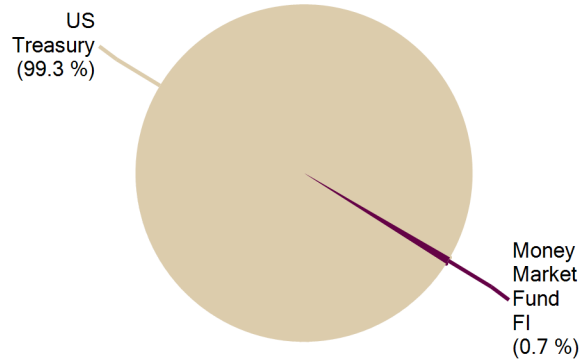
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	1,895,359	1,901,966
Accrued Interest	6,226	7,216
Total Market Value	1,901,585	1,909,182
Income Earned	1,873	1,830
Cont/WD		0
Par	1,890,123	1,893,062
Book Value	1,921,661	1,921,237
Cost Value	1,924,654	1,924,157

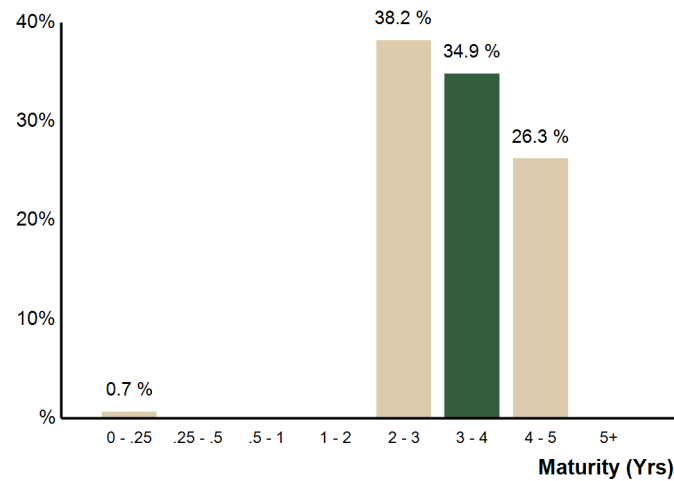
TOP ISSUERS

Issuer	% Portfolio
Government of United States	99.3 %
AIM STIT-Treasury Portfolio	0.7 %
	100.0 %

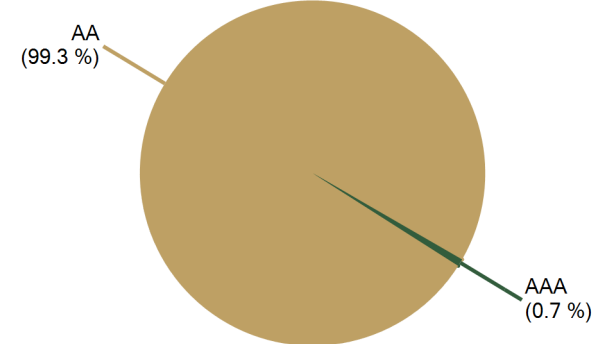
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			6/30/2009	Since 6/30/2009
					3 Yrs	5 Yrs	10 Yrs		
Brea 2009 Water Revenue Bond Reserve Fund	0.40 %	0.67 %	0.85 %	-0.10 %	1.57 %	1.26 %	N/A	2.50 %	21.34 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	1.11 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$1,921,661.33
<u>Acquisition</u>	
+ Security Purchases	\$164,349.58
+ Money Market Fund Purchases	\$167,735.66
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$332,085.24
<u>Dispositions</u>	
- Security Sales	\$165,759.99
- Money Market Fund Sales	\$164,796.83
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$330,556.82
<u>Amortization/Accretion</u>	
+/- Net Accretion	(\$688.88)
	(\$688.88)
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	(\$1,263.70)
	(\$1,263.70)
Ending Book Value	\$1,921,237.17

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$10,123.49
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$165,759.99
Accrued Interest Received	\$574.31
Interest Received	\$1,400.00
Dividend Received	\$1.36
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$167,735.66
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$164,349.58
Accrued Interest Paid	\$447.25
Total Dispositions	\$164,796.83
Ending Book Value	\$13,062.32



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	13,062.32	Various 0.11 %	13,062.32 13,062.32	1.00 0.11 %	13,062.32 0.00	0.68 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		13,062.32	0.11 %	13,062.32 13,062.32	0.11 %	13,062.32 0.00	0.68 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	165,000.00	Various 1.30 %	163,146.84 164,438.51	99.67 1.29 %	164,452.20 775.13	8.65 % 13.69	Aaa / AA+ AAA	2.08 2.04
912828TH3	US Treasury Note 0.875% Due 7/31/2019	165,000.00	08/24/2016 0.85 %	165,110.12 165,084.49	99.04 1.31 %	163,414.52 358.94	8.58 % (1,669.97)	Aaa / AA+ AAA	2.25 2.22
912828G61	US Treasury Note 1.5% Due 11/30/2019	165,000.00	08/24/2016 0.92 %	168,081.41 167,437.73	100.32 1.37 %	165,534.93 1,033.52	8.72 % (1,902.80)	Aaa / AA+ AAA	2.59 2.51
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60 %	132,834.83 133,710.57	99.51 1.43 %	134,335.53 284.31	7.05 % 624.96	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57 %	97,930.02 98,767.73	99.11 1.44 %	99,105.50 95.29	5.20 % 337.77	Aaa / AA+ AAA	2.92 2.86
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03 %	168,796.84 168,138.47	100.31 1.53 %	165,509.19 666.61	8.70 % (2,629.28)	Aaa / AA+ AAA	3.25 3.15
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46 %	161,991.55 161,584.55	100.55 1.59 %	160,881.28 7.61	8.43 % (703.27)	Aaa / AA+ AAA	3.51 3.38
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08 %	174,062.66 172,642.52	102.70 1.61 %	169,453.68 1,309.86	8.94 % (3,188.84)	Aaa / AA+ AAA	3.67 3.48
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10 %	171,516.76 170,532.13	101.32 1.64 %	167,172.06 555.98	8.79 % (3,360.07)	Aaa / AA+ AAA	3.84 3.67
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04 %	167,290.77 166,118.64	101.21 1.69 %	161,937.44 1,336.26	8.55 % (4,181.20)	Aaa / AA+ AAA	4.09 3.88
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38 %	175,983.77 175,368.09	101.54 1.76 %	172,623.10 305.98	9.06 % (2,744.99)	Aaa / AA+ AAA	4.42 4.20
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84 %	164,349.58 164,351.42	99.69 1.82 %	164,484.38 486.48	8.64 % 132.96	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		1,880,000.00	1.24 %	1,911,095.15 1,908,174.85	1.55 %	1,888,903.81 7,215.97	99.32 % (19,271.04)	Aaa / AA+ AAA	3.39 3.25
TOTAL PORTFOLIO		1,893,062.32	1.24 %	1,924,157.47 1,921,237.17	1.54 %	1,901,966.13 7,215.97	100.00 % (19,271.04)	Aaa / AA+ AAA	3.36 3.23
TOTAL MARKET VALUE PLUS ACCRUED						1,909,182.10			



PORTFOLIO CHARACTERISTICS

Average Duration	3.28
Average Coupon	1.54 %
Average Purchase YTM	1.63 %
Average Market YTM	1.59 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.41 yrs
Average Life	3.41 yrs

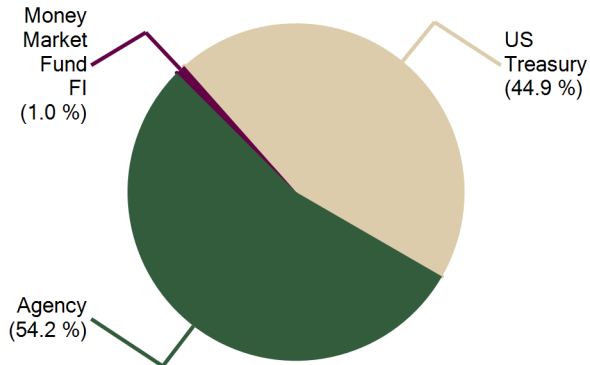
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	833,589	836,847
Accrued Interest	2,950	2,904
Total Market Value	836,539	839,751
Income Earned	1,100	1,090
Cont/WD		0
Par	836,344	838,082
Book Value	835,355	837,015
Cost Value	833,317	834,475

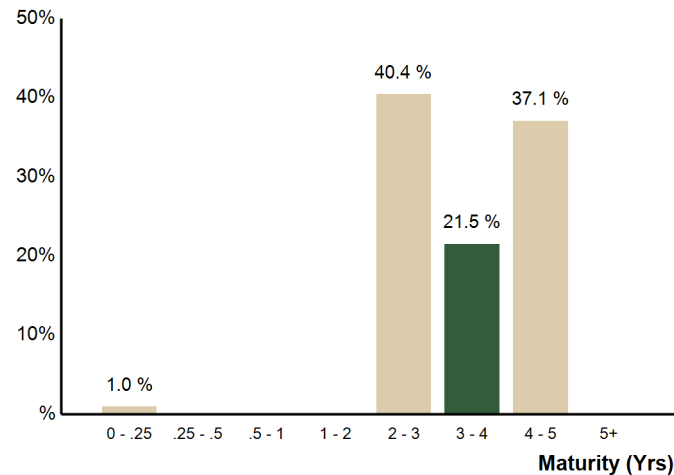
TOP ISSUERS

Issuer	% Portfolio
Government of United States	44.9 %
Federal National Mortgage Assoc	23.2 %
Federal Home Loan Bank	15.5 %
Federal Home Loan Mortgage Corp	15.5 %
AIM STIT-Treasury Portfolio	1.0 %
	100.0 %

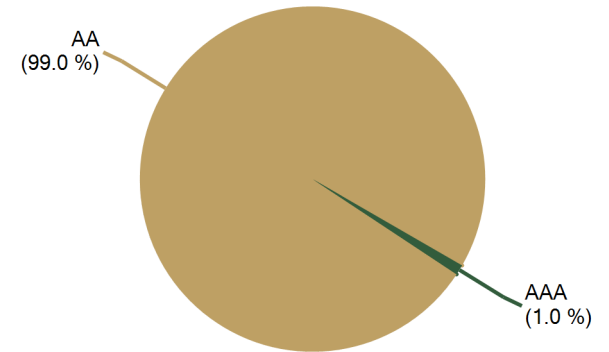
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			2/28/2010	Since 2/28/2010
					3 Yrs	5 Yrs	10 Yrs		
Brea CFD No. 2008-2 Reserve Fund	0.38 %	0.63 %	0.82 %	0.24 %	1.67 %	1.32 %	N/A	2.23 %	17.13 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	0.99 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$835,355.21
<u>Acquisition</u>	
+ Security Purchases	\$100,130.94
+ Money Market Fund Purchases	\$82,366.68
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$182,497.62
<u>Dispositions</u>	
- Security Sales	\$80,787.20
- Money Market Fund Sales	\$100,628.37
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$181,415.57
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$53.48
	\$53.48
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$524.45
	\$524.45
Ending Book Value	\$837,015.19

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$26,343.91
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$80,787.20
Accrued Interest Received	\$275.01
Interest Received	\$1,300.00
Dividend Received	\$4.47
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$82,366.68
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$100,130.94
Accrued Interest Paid	\$497.43
Total Dispositions	\$100,628.37
Ending Book Value	\$8,082.22



Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	80,000.00	09/09/2014 1.84 %	77,815.20 78,994.45	99.67 1.40 %	79,733.04 250.00	9.52 % 738.59	Aaa / AA+ AAA	2.25 2.21
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	45,000.00	11/17/2014 1.77 %	44,954.55 44,977.68	100.70 1.45 %	45,316.53 107.19	5.41 % 338.85	Aaa / AA+ AAA	2.37 2.31
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	50,000.00	03/25/2015 1.40 %	49,669.50 49,823.04	99.46 1.48 %	49,728.85 50.35	5.93 % (94.19)	Aaa / AA+ AAA	2.42 2.37
313383HU8	FHLB Note 1.75% Due 6/12/2020	65,000.00	06/26/2015 1.87 %	64,641.20 64,774.41	100.50 1.58 %	65,325.00 439.20	7.83 % 550.59	Aaa / AA+ NR	3.12 3.00
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	65,000.00	03/11/2016 1.64 %	64,194.00 64,378.73	98.80 1.70 %	64,221.43 181.23	7.67 % (157.30)	Aaa / AA+ AAA	3.81 3.67
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	80,000.00	10/27/2016 1.50 %	79,512.80 79,562.73	98.16 1.81 %	78,527.12 73.33	9.36 % (1,035.61)	Aaa / AA+ AAA	4.44 4.27
3135G0S38	FNMA Note 2% Due 1/5/2022	70,000.00	04/24/2017 1.92 %	70,249.20 70,248.47	100.49 1.89 %	70,345.10 435.56	8.43 % 96.63	Aaa / AA+ AAA	4.69 4.42
Total Agency		455,000.00	1.71 %	451,036.45 452,759.51	1.63 %	453,197.07 1,536.86	54.15 % 437.56	Aaa / AA+ AAA	3.39 3.26
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	8,082.22	Various 0.11 %	8,082.22 8,082.22	1.00 0.11 %	8,082.22 0.00	0.96 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		8,082.22	0.11 %	8,082.22 8,082.22	0.11 %	8,082.22 0.00	0.96 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	50,000.00	Various 1.66 %	48,788.64 49,471.02	99.67 1.29 %	49,834.00 234.89	5.96 % 362.98	Aaa / AA+ AAA	2.08 2.04
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	55,000.00	Various 1.43 %	54,534.75 54,728.91	99.51 1.43 %	54,729.29 115.83	6.53 % 0.38	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	60,000.00	05/07/2015 1.57 %	58,758.01 59,260.64	99.11 1.44 %	59,463.30 57.17	7.09 % 202.66	Aaa / AA+ AAA	2.92 2.86
912828WC0	US Treasury Note 1.75% Due 10/31/2020	50,000.00	11/04/2015 1.63 %	50,277.51 50,194.81	100.55 1.59 %	50,275.40 2.38	5.99 % 80.59	Aaa / AA+ AAA	3.51 3.38
912828WN6	US Treasury Note 2% Due 5/31/2021	60,000.00	07/11/2016 1.01 %	62,812.70 62,350.75	101.21 1.69 %	60,726.54 501.10	7.29 % (1,624.21)	Aaa / AA+ AAA	4.09 3.88
912828F21	US Treasury Note 2.125% Due 9/30/2021	30,000.00	01/18/2017 1.88 %	30,332.91 30,313.11	101.54 1.76 %	30,462.90 54.00	3.63 % 149.79	Aaa / AA+ AAA	4.42 4.20
912828G53	US Treasury Note 1.875% Due 11/30/2021	40,000.00	01/18/2017 1.89 %	39,970.45 39,972.15	100.43 1.78 %	40,170.32 313.19	4.82 % 198.17	Aaa / AA+ AAA	4.59 4.34



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828J43	US Treasury Note 1.75% Due 2/28/2022	30,000.00	04/24/2017 1.84 %	29,881.74 29,882.07	99.69 1.82 %	29,906.25 88.45	3.57 % 24.18	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		375,000.00	1.56 %	375,356.71 376,173.46	1.57 %	375,568.00 1,367.01	44.89 % (605.46)	Aaa / AA+ AAA	3.52 3.38
TOTAL PORTFOLIO		838,082.22	1.63 %	834,475.38 837,015.19	1.59 %	836,847.29 2,903.87	100.00 % (167.90)	Aaa / AA+ AAA	3.41 3.28
TOTAL MARKET VALUE PLUS ACCRUED						839,751.16			



PORTFOLIO CHARACTERISTICS

Average Duration	3.18
Average Coupon	1.60 %
Average Purchase YTM	1.23 %
Average Market YTM	1.52 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.31 yrs
Average Life	3.31 yrs

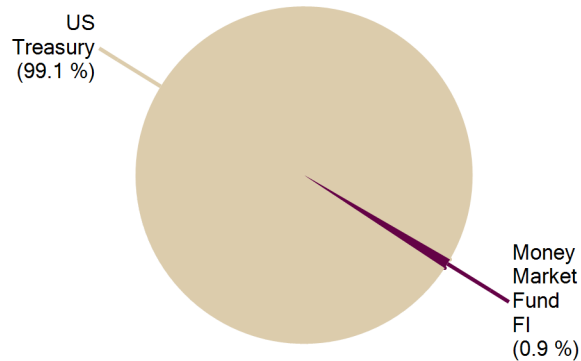
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	1,341,738	1,346,136
Accrued Interest	4,124	5,001
Total Market Value	1,345,862	1,351,137
Income Earned	1,326	1,295
Cont/WD		0
Par	1,338,967	1,340,803
Book Value	1,359,711	1,359,248
Cost Value	1,361,577	1,361,038

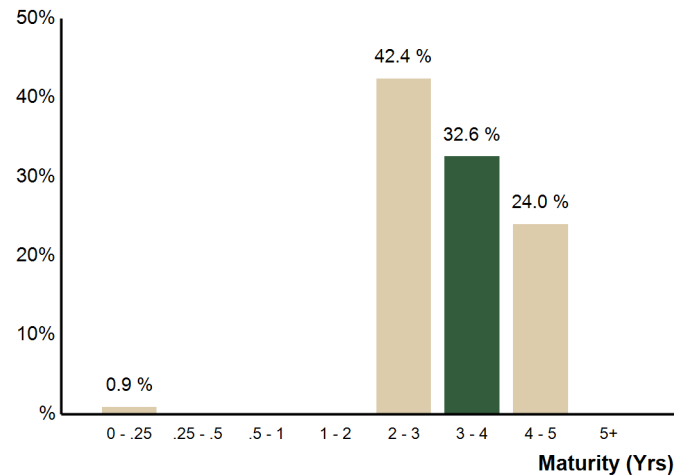
TOP ISSUERS

Issuer	% Portfolio
Government of United States	99.1 %
AIM STIT-Treasury Portfolio	0.9 %
	100.0 %

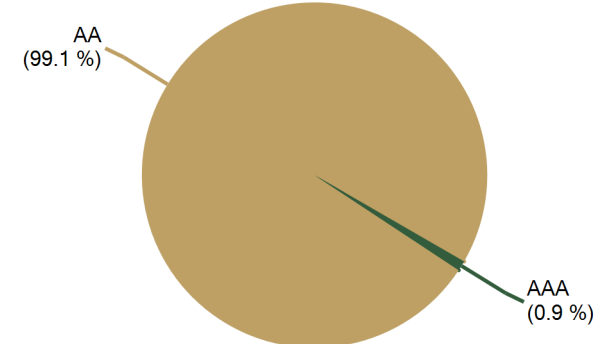
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs	5/31/2010	
Brea Water Revenue Bonds, Series B, Reserve Account	0.39 %	0.66 %	0.84 %	-0.07 %	1.57 %	1.25 %	N/A	2.09 %	15.35 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	0.96 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$1,359,710.94
<u>Acquisition</u>		
+ Security Purchases	\$109,566.38	
+ Money Market Fund Purchases	\$116,700.71	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$226,267.09
<u>Dispositions</u>		
- Security Sales	\$115,529.69	
- Money Market Fund Sales	\$109,864.55	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$225,394.24
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$455.31)	
		(\$455.31)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$880.76)	
		(\$880.76)
Ending Book Value		\$1,359,247.72

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$5,966.63
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$115,529.69	
Accrued Interest Received	\$400.28	
Interest Received	\$770.00	
Dividend Received	\$0.74	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$116,700.71	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$109,566.38	
Accrued Interest Paid	\$298.17	
Total Dispositions	\$109,864.55	
Ending Book Value		\$12,802.79



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	12,802.79	Various 0.11 %	12,802.79 12,802.79	1.00 0.11 %	12,802.79 0.00	0.95 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		12,802.79	0.11 %	12,802.79 12,802.79	0.11 %	12,802.79 0.00	0.95 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	117,000.00	Various 1.30 %	115,665.43 116,598.10	99.67 1.29 %	116,611.56 549.64	8.67 % 13.46	Aaa / AA+ AAA	2.08 2.04
912828TH3	US Treasury Note 0.875% Due 7/31/2019	115,000.00	08/24/2016 0.85 %	115,076.75 115,058.89	99.04 1.31 %	113,894.97 250.17	8.45 % (1,163.92)	Aaa / AA+ AAA	2.25 2.22
912828G61	US Treasury Note 1.5% Due 11/30/2019	115,000.00	08/24/2016 0.92 %	117,147.65 116,699.02	100.32 1.37 %	115,372.83 720.33	8.59 % (1,326.19)	Aaa / AA+ AAA	2.59 2.51
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	112,000.00	Various 1.40 %	111,138.03 111,531.22	99.51 1.43 %	111,448.74 235.87	8.27 % (82.48)	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47 %	113,111.52 113,896.92	99.11 1.44 %	113,971.34 109.58	8.44 % 74.42	Aaa / AA+ AAA	2.92 2.86
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03 %	117,646.28 117,187.42	100.31 1.53 %	115,354.89 464.61	8.57 % (1,832.53)	Aaa / AA+ AAA	3.25 3.15
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63 %	88,488.42 88,342.86	100.55 1.59 %	88,484.70 4.19	6.55 % 141.84	Aaa / AA+ AAA	3.51 3.38
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08 %	121,316.40 120,326.61	102.70 1.61 %	118,104.08 912.93	8.81 % (2,222.53)	Aaa / AA+ AAA	3.67 3.48
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10 %	119,541.99 118,855.73	101.32 1.64 %	116,513.86 387.50	8.65 % (2,341.87)	Aaa / AA+ AAA	3.84 3.67
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03 %	105,664.79 104,907.08	101.21 1.69 %	102,223.01 843.52	7.63 % (2,684.07)	Aaa / AA+ AAA	4.09 3.88
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38 %	113,871.85 113,473.47	101.54 1.76 %	111,697.30 197.98	8.28 % (1,776.17)	Aaa / AA+ AAA	4.42 4.20
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84 %	109,566.38 109,567.61	99.69 1.82 %	109,656.25 324.32	8.14 % 88.64	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		1,328,000.00	1.24 %	1,348,235.49 1,346,444.93	1.54 %	1,333,333.53 5,000.64	99.05 % (13,111.40)	Aaa / AA+ AAA	3.34 3.21
TOTAL PORTFOLIO		1,340,802.79	1.23 %	1,361,038.28 1,359,247.72	1.52 %	1,346,136.32 5,000.64	100.00 % (13,111.40)	Aaa / AA+ AAA	3.31 3.18
TOTAL MARKET VALUE PLUS ACCRUED						1,351,136.96			



PORTFOLIO CHARACTERISTICS

Average Duration	3.19
Average Coupon	1.61 %
Average Purchase YTM	1.26 %
Average Market YTM	1.52 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.32 yrs
Average Life	3.32 yrs

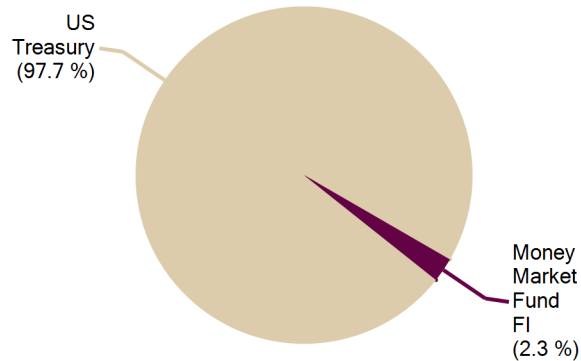
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	264,500	265,405
Accrued Interest	821	959
Total Market Value	265,321	266,365
Income Earned	264	259
Cont/WD		0
Par	263,836	264,237
Book Value	267,852	267,805
Cost Value	268,057	267,992

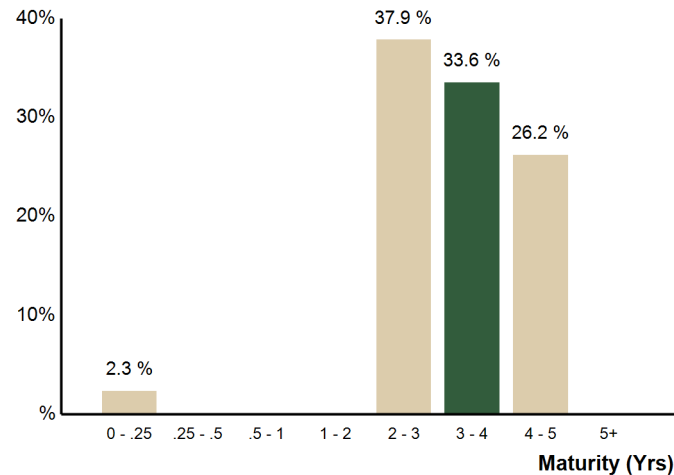
TOP ISSUERS

Issuer	% Portfolio
Government of United States	97.7 %
AIM STIT-Treasury Portfolio	2.3 %
	100.0 %

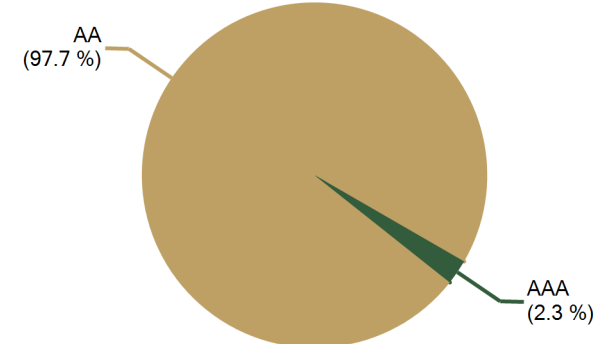
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs	5/31/2010	
Brea Lease Revenue Bonds, Reserve Account	0.39 %	0.66 %	0.84 %	-0.10 %	1.60 %	1.26 %	N/A	2.11 %	15.51 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	0.96 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$267,852.40
<u>Acquisition</u>	
+ Security Purchases	\$23,905.39
+ Money Market Fund Purchases	\$22,371.49
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$46,276.88
<u>Dispositions</u>	
- Security Sales	\$22,101.33
- Money Market Fund Sales	\$23,970.44
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$46,071.77
<u>Amortization/Accretion</u>	
+/- Net Accretion	(\$84.27)
	(\$84.27)
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	(\$168.49)
	(\$168.49)
Ending Book Value	\$267,804.75

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$7,835.74
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$22,101.33
Accrued Interest Received	\$76.57
Interest Received	\$192.50
Dividend Received	\$1.09
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$22,371.49
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$23,905.39
Accrued Interest Paid	\$65.05
Total Dispositions	\$23,970.44
Ending Book Value	\$6,236.79



Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	6,236.79	Various 0.11 %	6,236.79 6,236.79	1.00 0.11 %	6,236.79 0.00	2.34 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		6,236.79	0.11 %	6,236.79 6,236.79	0.11 %	6,236.79 0.00	2.34 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	20,000.00	06/17/2014 1.75 %	19,410.22 19,752.08	99.67 1.29 %	19,933.60 93.96	7.52 % 181.52	Aaa / AA+ AAA	2.08 2.04
912828TH3	US Treasury Note 0.875% Due 7/31/2019	22,000.00	08/24/2016 0.85 %	22,014.68 22,011.26	99.04 1.31 %	21,788.60 47.86	8.20 % (222.66)	Aaa / AA+ AAA	2.25 2.22
912828G61	US Treasury Note 1.5% Due 11/30/2019	22,000.00	08/24/2016 0.92 %	22,410.85 22,325.03	100.32 1.37 %	22,071.32 137.80	8.34 % (253.71)	Aaa / AA+ AAA	2.59 2.51
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	20,000.00	Various 1.59 %	19,688.54 19,815.04	99.51 1.43 %	19,901.56 42.12	7.49 % 86.52	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	17,000.00	05/07/2015 1.57 %	16,648.10 16,790.51	99.11 1.44 %	16,847.94 16.20	6.33 % 57.43	Aaa / AA+ AAA	2.92 2.86
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03 %	22,506.25 22,418.47	100.31 1.53 %	22,067.89 88.88	8.32 % (350.58)	Aaa / AA+ AAA	3.25 3.15
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45 %	22,276.59 22,220.27	100.55 1.59 %	22,121.18 1.04	8.31 % (99.09)	Aaa / AA+ AAA	3.51 3.38
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08 %	23,208.35 23,019.00	102.70 1.61 %	22,593.82 174.65	8.55 % (425.18)	Aaa / AA+ AAA	3.67 3.48
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10 %	22,868.90 22,737.62	101.32 1.64 %	22,289.61 74.13	8.40 % (448.01)	Aaa / AA+ AAA	3.84 3.67
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01 %	20,937.57 20,783.59	101.21 1.69 %	20,242.18 167.03	7.66 % (541.41)	Aaa / AA+ AAA	4.09 3.88
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38 %	25,879.97 25,789.43	101.54 1.76 %	25,385.75 45.00	9.55 % (403.68)	Aaa / AA+ AAA	4.42 4.20
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84 %	23,905.39 23,905.66	99.69 1.82 %	23,925.00 70.76	9.01 % 19.34	Aaa / AA+ AAA	4.84 4.60
Total US Treasury		258,000.00	1.29 %	261,755.41 261,567.96	1.55 %	259,168.45 959.43	97.66 % (2,399.51)	Aaa / AA+ AAA	3.40 3.27
TOTAL PORTFOLIO		264,236.79	1.26 %	267,992.20 267,804.75	1.52 %	265,405.24 959.43	100.00 % (2,399.51)	Aaa / AA+ AAA	3.32 3.19
TOTAL MARKET VALUE PLUS ACCRUED						266,364.67			

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/06/2017

SUBJECT: April Outgoing Payment Log and May 19 & 26 and June 2, 2017 City Check Registers - Receive and File.

Attachments

City Outgoing Payment Log
05-19-17 City Check Register
05-26-17 City Check Register
06-02-17 City Check Register

City of Brea
Outgoing Payment Log
April 2017

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
4/3/2017	CA SDU	Child support payments	1,063.91
4/4/2017	Citizens Business Bank	Credit card processing fees	4,546.96
4/6/2017	CALPERS	Member retirement	389,228.38
4/7/2017	CALPERS	Medical payment	392,748.51
4/14/2017	CA SDU	Child support payments	1,093.08
4/14/2017	CALPERS	Member retirement	397,000.28
4/14/2017	EDD	Payroll State taxes	50,996.62
4/14/2017	Brea Payroll	Employee deductions	99,969.91
4/14/2017	IRS	Payroll Federal taxes	173,597.31
4/14/2017	Brea Payroll	Brea staff payroll	827,801.54
4/18/2017	Paymentus	Monthly service fee - March	3,880.00
4/21/2017	LAIF	Funds invested	4,100,000.00
4/21/2017	Citizens Business Bank	Monthly banking service fee - April	1,712.43
4/27/2017	St. Board of Equalization	Self-assessed sales tax payment	3,558.00
4/27/2017	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,014.68
4/28/2017	CA SDU	Child support payments	1,113.63
4/28/2017	Brea Payroll	Brea staff payroll	816,038.20
4/28/2017	Brea Payroll	Employee deductions	100,662.25
4/28/2017	EDD	Payroll State taxes	49,622.11
4/28/2017	IRS	Payroll Federal taxes	171,576.81
4/28/2017	LAIF	Funds invested	59,000.00
Subtotal			7,658,224.61
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	98,183.37
	Various	General Liability Claims	-
	Various	Water and Business License refunds	-
Subtotal			98,183.37
			<u>\$ 7,756,407.98</u>

City Check Register for: May 19, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174969	A CHILD IS MISSING	05/19/2017	26821	110212133	2017FEE:ALERT SERVICE	\$200.00
A CHILD IS MISSING					Total Check Amount:	\$200.00
174970	THE ALLEY CATS MUSIC, INC	05/19/2017	12680	110	PYT #1:ALLEYCATS 2017	\$7,535.45
THE ALLEY CATS MUSIC, INC					Total Check Amount:	\$7,535.45
174971	ANAHEIM MEMORIAL MEDICAL	05/19/2017	11375	110212121	EMERG RM CHGS 041217	\$750.00
ANAHEIM MEMORIAL MEDICAL					Total Check Amount:	\$750.00
174972	BREA MALL (SIMON PROPERTIES)	05/19/2017	14558	110515121	RING RD MAINT 3/1/17	\$41.28
		05/19/2017	14558	110515121	RING RD MAINT 4/1/17	\$123.80
BREA MALL (SIMON PROPERTIES)					Total Check Amount:	\$165.08
174973	CALIFORNIA NEWSPAPER PARTNERSHIP	05/19/2017	26287	110000000	LEGAL NOTICES APR17	\$188.10
		05/19/2017	26287	110404421	VETERANS' DAY AD	\$107.20
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$295.30
174974	CALIFORNIA YELLOW CAB	05/19/2017	24712	110404525	SR CTR TAXI RIDES APR	\$220.00
CALIFORNIA YELLOW CAB					Total Check Amount:	\$220.00
174975	CANNINGS ACE HARDWARE	05/19/2017	15828	110515141	CLEANERS/TAPE	\$30.35
		05/19/2017	15828	110515141	NITRILE GLOVES	\$25.84
		05/19/2017	15828	420515131	BUSHING	\$29.20
		05/19/2017	15828	420515131	SCREWS/COUPLE	\$3.03
CANNINGS ACE HARDWARE					Total Check Amount:	\$88.42
174976	CHARLES TAN & ASSOCIATES, INC.	05/19/2017	26706	110000000	420 LA CRESCENTA 4/26	\$800.00
CHARLES TAN & ASSOCIATES, INC.					Total Check Amount:	\$800.00
174977	CINTAS FAS	05/19/2017	24347	110404542	FIRST AID SUPPLY/SVC	\$92.23
CINTAS FAS					Total Check Amount:	\$92.23
174978	CORELOGIC	05/19/2017	25542	280323215	REAL EST LISTNG APR17	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
174979	COSTCO/CAPITAL ONE COMMERCIAL	05/19/2017	5252	110404211	BCC WATER	\$170.44
COSTCO/CAPITAL ONE COMMERCIAL					Total Check Amount:	\$170.44
174980	COUNTY OF ORANGE	05/19/2017	4799	110212133	COMM CHGS BR0 APR-JUN	\$21,270.00
COUNTY OF ORANGE					Total Check Amount:	\$21,270.00
174981	COUNTY OF ORANGE	05/19/2017	4799	110212122	FINGERPRINT ID MAY17	\$1,185.67
COUNTY OF ORANGE					Total Check Amount:	\$1,185.67
174982	COUNTY OF ORANGE HEALTH CARE AGENCY	05/19/2017	20005	510707873	TRACKS CLEAN-UP MAY17	\$1,202.50
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$1,202.50
174983	CHARLES DANIEL	05/19/2017	26838	420000000	CLOSED WATER ACCOUNT	\$7.51
CHARLES DANIEL					Total Check Amount:	\$7.51
174984	DEPARTMENT OF JUSTICE	05/19/2017	13406	110141481	FINGERPRINT FBI APR17	\$374.00
		05/19/2017	13406	110141481	FINGERPRNT APPS APR17	\$704.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$1,078.00

City Check Register for: May 19, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
174985	DSL EXTREME.COM	05/19/2017	24897	110141471	MODEM	\$107.64
DSL EXTREME.COM					Total Check Amount:	\$107.64
174986	ECOSOLARGY	05/19/2017	26852	110	REFUND:B16-001-824	\$3.60
		05/19/2017	26852	110000000	REFUND:B16-001-824	\$256.00
		05/19/2017	26852	110000000	REFUND:B-17-000-086	\$88.00
ECOSOLARGY					Total Check Amount:	\$347.60
174987	EDISON CO	05/19/2017	3343	490515151	ELECTRICITY APR-MAY17	\$2,464.17
EDISON CO					Total Check Amount:	\$2,464.17
174988	FRANCHISE TAX BOARD	05/19/2017	13287	110	CD 9120-02824 051217	\$180.30
FRANCHISE TAX BOARD					Total Check Amount:	\$180.30
174989	FRANCHISE TAX BOARD/ST OF CALIF	05/19/2017	12043	110	550572557 051217 PR	\$75.00
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$75.00
174990	FRONTIER COMMUNICATIONS	05/19/2017	26183	420515131	562 1821083 5/7-6/6	\$62.18
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.18
174991	GOVERNMENT FINANCE OFFICERS ASSN	05/19/2017	14274	110141411	17/18 MEMB#300021123	\$125.00
		05/19/2017	14274	110141431	17/18 MEMB#300002821	\$125.00
GOVERNMENT FINANCE OFFICERS ASSN					Total Check Amount:	\$250.00
174992	MARTIN HAINES	05/19/2017	26794	110000000	DEVT FEE REFUND	\$221.50
MARTIN HAINES					Total Check Amount:	\$221.50
174993	HARRINGTON GEOTECHNICAL ENG.INC.	05/19/2017	15251	510707903	GEOTECH:SUPRBLK PRKNG	\$1,781.50
HARRINGTON GEOTECHNICAL ENG.INC.					Total Check Amount:	\$1,781.50
174994	HOWARD BUILDING CORPORATION	05/19/2017	26843	110000000	DEVT FEE REFUND	\$95.86
HOWARD BUILDING CORPORATION					Total Check Amount:	\$95.86
174995	JART DIRECT MAIL SERVICES	05/19/2017	8634	110404541	MAIL:MADE IN CA CARDS	\$909.35
JART DIRECT MAIL SERVICES					Total Check Amount:	\$909.35
174996	LISA KATAOKA	05/19/2017	26059	110404542	TECH:ROCK LEGENDS	\$100.00
LISA KATAOKA					Total Check Amount:	\$100.00
174997	THOMAS KIM	05/19/2017	26842	110000000	DEVT FEE REFUND	\$875.50
THOMAS KIM					Total Check Amount:	\$875.50
174998	LANGUAGE LINE SERVICES	05/19/2017	19704	110212133	ADJUSTMENT	\$57.34
		05/19/2017	19704	110212133	ADJUSTMENT APPLIED	(\$72.38)
		05/19/2017	19704	110212133	OTP INTERPRETATION	\$21.62
LANGUAGE LINE SERVICES					Total Check Amount:	\$6.58
174999	LOS ANGELES COUNTY SHERIFF'S DEPT	05/19/2017	5090	110212134	SEB BASIC SWAT TRNG	\$485.00
LOS ANGELES COUNTY SHERIFF'S DEPT					Total Check Amount:	\$485.00
175000	MARCOM COMMUNICATIONS SYSTEMS	05/19/2017	23445	110515125	REPL ELEV PHNS PS1/2	\$1,052.10
MARCOM COMMUNICATIONS SYSTEMS					Total Check Amount:	\$1,052.10
175001	PAUL MENDOZA	05/19/2017	26839	420000000	CLOSED WATER ACCOUNT	\$35.77
PAUL MENDOZA					Total Check Amount:	\$35.77

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175002	BECKY MIRON	05/19/2017	26848	110	RENTAL DEPOSIT REFUND	\$1,000.00
BECKY MIRON					Total Check Amount:	\$1,000.00
175003	NATIONAL PLANNING CORPORATION	05/19/2017	26853	110	REFUND:RENTAL OVERPYT	\$40.00
NATIONAL PLANNING CORPORATION					Total Check Amount:	\$40.00
175004	NBS GOVERNMENT FINANCE GROUP	05/19/2017	26031	110222231	COST ALLOC PLAN APR17	\$90.00
		05/19/2017	26031	110323231	COST ALLOC PLAN APR17	\$90.00
		05/19/2017	26031	110323241	COST ALLOC PLAN APR17	\$90.00
		05/19/2017	26031	110515171	COST ALLOC PLAN APR17	\$90.00
NBS GOVERNMENT FINANCE GROUP					Total Check Amount:	\$360.00
175005	TRISHA NG	05/19/2017	26854	110	REFUND CREDIT ON ACCT	\$120.00
TRISHA NG					Total Check Amount:	\$120.00
175006	LINH-GIANG NGUYEN	05/19/2017	26849	110000000	DEVT FEE REFUND	\$60.50
LINH-GIANG NGUYEN					Total Check Amount:	\$60.50
175007	OFFICE DEPOT, INC	05/19/2017	4743	110111143	COUNCIL OFFSITE SUPLS	\$415.38
		05/19/2017	4743	110404421	CERTIFICATES	\$19.37
		05/19/2017	4743	110404429	COMM SVCS SUPPLIES	\$263.76
OFFICE DEPOT, INC					Total Check Amount:	\$698.51
175008	PREMIER MAIL MARKETING	05/19/2017	26193	420515131	2017 WTR QUALITY RPTS	\$3,922.37
PREMIER MAIL MARKETING					Total Check Amount:	\$3,922.37
175009	PUBLIC SURPLUS/THE PUBLIC GROUP	05/19/2017	18564	110000000	SURPLUS 7% CHG APR17	\$9.52
PUBLIC SURPLUS/THE PUBLIC GROUP					Total Check Amount:	\$9.52
175010	BRIAN SAWADA	05/19/2017	26840	110000000	DEVT FEE REFUND	\$5.50
BRIAN SAWADA					Total Check Amount:	\$5.50
175011	SHERIFF'S RANGE	05/19/2017	26851	110212111	FIREARM INSTR COURSE	\$315.00
SHERIFF'S RANGE					Total Check Amount:	\$315.00
175012	SOUTH COAST AQMD	05/19/2017	10871	480515161	EMISSIONS:200 N BREA	\$124.35
		05/19/2017	10871	480515161	OPERTNG FEE:200N BREA	\$354.86
SOUTH COAST AQMD					Total Check Amount:	\$479.21
175013	SOUTH COAST AQMD	05/19/2017	10871	480515161	HOT SPOTS:545 N BERRY	\$125.47
SOUTH COAST AQMD					Total Check Amount:	\$125.47
175014	SOUTH COAST AQMD	05/19/2017	10871	480515161	HOT SPOTS:200 N BREA	\$125.47
SOUTH COAST AQMD					Total Check Amount:	\$125.47
175015	SPARKLETTS	05/19/2017	3001	110111161	042717 COUNCL MTG WTR	\$33.39
		05/19/2017	3001	110141441	5GAL WTR BOTTLS MAR17	\$539.15
		05/19/2017	3001	110141441	RENTAL MAR 2017	\$94.64
		05/19/2017	3001	490515151	PAPER INVOICE FEE MAR	\$2.00
SPARKLETTS					Total Check Amount:	\$669.18
175016	ST JOSEPH HERITAGE HEALTHCARE	05/19/2017	10952	110141481	HR MED SVCS APR 2017	\$710.00

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175016	ST JOSEPH HERITAGE HEALTHCARE	05/19/2017	10952	470141483	MED SVC 010917	\$149.65
ST JOSEPH HERITAGE HEALTHCARE					Total Check Amount:	\$859.65
175017	KRISTIN STITES	05/19/2017	26847	110	RENTAL DEPOSIT REFUND	\$500.00
KRISTIN STITES					Total Check Amount:	\$500.00
175018	JESSICA TABRIZI	05/19/2017	26837	420000000	CLOSED WATER ACCOUNT	\$101.01
JESSICA TABRIZI					Total Check Amount:	\$101.01
175019	TIME WARNER CABLE	05/19/2017	19304	110111143	CABLE CHGS 5/2-6/1	\$28.10
		05/19/2017	19304	110111151	CABLE CHGS 5/2-6/1	\$56.20
		05/19/2017	19304	110141411	CABLE CHGS 5/2-6/1	\$72.24
		05/19/2017	19304	110212111	CABLE CHGS 5/2-6/1	\$313.08
		05/19/2017	19304	110222211	CABLE CHGS 5/2-6/1	\$72.24
		05/19/2017	19304	110323212	CABLE CHGS 5/2-6/1	\$74.26
		05/19/2017	19304	110404211	CABLE 5/2-6/1 40955	\$95.33
		05/19/2017	19304	110404311	CABLE CHGS 5/2-6/1	\$18.03
		05/19/2017	19304	110404521	CABLE 5/2-6/1 15759	\$20.20
		05/19/2017	19304	420515131	CABLE 5/2-6/1 20981	\$108.37
		05/19/2017	19304	420515131	CABLE 5/2-6/1 49861	\$73.91
		05/19/2017	19304	490515151	CABLE CHGS 5/2-6/1	\$18.03
TIME WARNER CABLE					Total Check Amount:	\$949.99
175020	VERIZON WIRELESS	05/19/2017	21122	110515171	9784684222 3/27-4/26	\$158.16
		05/19/2017	21122	420515131	9784684222 3/27-4/26	\$1,181.58
		05/19/2017	21122	430515123	9784684222 3/27-4/26	\$998.66
VERIZON WIRELESS					Total Check Amount:	\$2,338.40
175021	VERIZON WIRELESS	05/19/2017	21122	110212121	9785044082 4/4-5/3	\$53.70
VERIZON WIRELESS					Total Check Amount:	\$53.70
175022	KELLY WALKER	05/19/2017	19627	110	START-UP: CNTNL PICNIC	\$2,000.00
KELLY WALKER					Total Check Amount:	\$2,000.00
175023	WESTLAKE MARKETING WORKS	05/19/2017	26841	110404541	WRKSH: HEAVN TO EARTH	\$648.00
WESTLAKE MARKETING WORKS					Total Check Amount:	\$648.00
175024	WEST-LITE SUPPLY CO., INC.	05/19/2017	5192	490515151	LIGHTING	\$259.98
WEST-LITE SUPPLY CO., INC.					Total Check Amount:	\$259.98
175025	HELEN ZHANG	05/19/2017	26850	110000000	DEVT FEE REFUND	\$218.00
HELEN ZHANG					Total Check Amount:	\$218.00
Check Subtotal						\$60,155.11
V24417	ABF PRINTING	05/19/2017	26673	110404312	CENTENNIAL HATS	\$989.54
		05/19/2017	26673	110404312	CNTNL COMMTEE SHIRTS	\$1,737.60
ABF PRINTING					Total Check Amount:	\$2,727.14

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V24418	ADMINISTRATIVE & PROF	05/19/2017	3344	110	DED:4010 APEA DUES	\$540.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$540.00
V24419	BPSEA MEMORIAL FOUNDATION	05/19/2017	14990	110	DED:4050 MEMORIAL	\$239.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$239.50
V24420	BREA CITY EMPLOYEES ASSOCIATION	05/19/2017	3236	110	DED:4005 BCEA DUES	\$544.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$544.00
V24421	BREA DISPOSAL, INC	05/19/2017	3330	440515122	MAR 2017 RES TONNAGE	\$72,264.07
		05/19/2017	3330	440515122	REFUSE COLL APR 2017	\$139,349.87
BREA DISPOSAL, INC					Total Check Amount:	\$211,613.94
V24422	BREA FIREFIGHTERS ASSOCIATION	05/19/2017	3237	110	DED:4015 ASSOCAFLAC	\$18.34
		05/19/2017	3237	110	DED:4016 ASSOC DUES	\$2,325.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,343.34
V24423	BREA KOREA SISTER CITY ASSOC	05/19/2017	23758	110000000	BKSCA CULTURAL NIGHT	\$1,430.75
BREA KOREA SISTER CITY ASSOC					Total Check Amount:	\$1,430.75
V24424	BREA POLICE ASSOCIATION	05/19/2017	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V24425	BREA POLICE ATHLETIC LEAGUE	05/19/2017	1068	110	DED:5010 B.P.A.L.	\$122.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$122.50
V24426	BREA POLICE MANAGEMENT ASSOCIATION	05/19/2017	21189	110	DED:4019 LDF DUES	\$14.50
		05/19/2017	21189	110	DED:4020 ASSOC DUES	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$242.00
V24427	OMAR BRIOSO	05/19/2017	15737	110212111	RANGE MASTER COURSE	\$200.00
OMAR BRIOSO					Total Check Amount:	\$200.00
V24428	BSN SPORTS.INC.	05/19/2017	13093	110404426	TENNIS NETS	\$215.03
		05/19/2017	13093	181404250	CREDIT:VOLLEYBALL NETS	(\$454.84)
		05/19/2017	13093	181404250	VOLLEYBALL NETS	\$588.75
BSN SPORTS.INC.					Total Check Amount:	\$348.94
V24429	BUCKNAM INFRASTRUCTURE GROUP, INC	05/19/2017	23775	110515121	2017 PMP UPDATE	\$1,568.00
BUCKNAM INFRASTRUCTURE GROUP, INC					Total Check Amount:	\$1,568.00
V24430	CALIFORNIA DOMESTIC WATER CO	05/19/2017	3388	420515131	COMM STCK ASSMNT APR	\$48,449.50
		05/19/2017	3388	420515131	TOMLINSON ASSMNT 0417	\$4,324.00
		05/19/2017	3388	420515131	WATER CONS APR 2017	\$108,714.41
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$161,487.91
V24431	CANON SOLUTIONS AMERICA, INC	05/19/2017	15260	110141441	PROP EVD COPIER MAY17	\$600.00
		05/19/2017	15260	110141441	PROP EVD COPIES APR17	\$188.02
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$788.02
V24432	CARL WARREN & CO	05/19/2017	4036	470141483	CWC 1941357	\$1,010.00
		05/19/2017	4036	470141483	CWC 1950081	\$1,010.00

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V24432	CARL WARREN & CO	05/19/2017	4036	470141483	CWC 1959293	\$150.00
CARL WARREN & CO						Total Check Amount: \$2,170.00
V24433	CELL BUSINESS EQUIPMENT	05/19/2017	23344	110141441	OVERAGE FS#1 DEC-MAR	\$13.80
		05/19/2017	23344	110141441	OVERAGE FS#2 DEC-MAR	\$25.62
		05/19/2017	23344	110141441	OVERAGE FS#4 DEC-MAR	\$23.09
		05/19/2017	23344	110141441	OVRGE DSPATCH DEC-MAR	\$70.80
		05/19/2017	23344	110141441	OVRGE SR CTR DEC-MAR	\$99.66
CELL BUSINESS EQUIPMENT						Total Check Amount: \$232.97
V24434	CIVILSOURCE INC	05/19/2017	22210	510707873	TRACKS @BREA S6 FEB17	\$11,252.00
CIVILSOURCE INC						Total Check Amount: \$11,252.00
V24435	DAILY SAW SERVICE	05/19/2017	2107	110141441	PAPER KNIFE SHARPENNG	\$19.90
DAILY SAW SERVICE						Total Check Amount: \$19.90
V24436	ESRI	05/19/2017	25858	110212141	ARCGIS LICENSES	\$14,500.00
ESRI						Total Check Amount: \$14,500.00
V24437	FILARSKY & WATT LLP	05/19/2017	2043	110141481	PROF SVCS APR 2017	\$2,450.00
FILARSKY & WATT LLP						Total Check Amount: \$2,450.00
V24438	ERIC FRANK	05/19/2017	16005	110212111	INIA DRUG/TERR CONF	\$200.00
ERIC FRANK						Total Check Amount: \$200.00
V24439	DON GOLDEN	05/19/2017	10729	110323242	INSP SVCS 4/28-5/11	\$11,513.75
DON GOLDEN						Total Check Amount: \$11,513.75
V24440	INFRASTRUCTURE ENGINEERS	05/19/2017	22809	510707315	ALLEY REHAB MAR 2017	\$668.00
		05/19/2017	22809	510707316	ALLEY REHAB MAR 2017	\$1,438.00
		05/19/2017	22809	510707317	ALLEY REHAB MAR 2017	\$2,667.00
		05/19/2017	22809	510707461	CLFFWD WATRLINE MAR17	\$2,326.50
INFRASTRUCTURE ENGINEERS						Total Check Amount: \$7,099.50
V24441	JOEAMERICO CALABRESE ARCHITECT	05/19/2017	20526	510707930	BREA PD REMODEL	\$1,200.00
JOEAMERICO CALABRESE ARCHITECT						Total Check Amount: \$1,200.00
V24442	K PRO STONE CARE	05/19/2017	20535	110404211	BCC TILE CLEANING	\$2,850.00
K PRO STONE CARE						Total Check Amount: \$2,850.00
V24443	KEENAN & ASSOCIATES	05/19/2017	22439	470141483	2017 WORKERS COMP #6	\$8,674.58
KEENAN & ASSOCIATES						Total Check Amount: \$8,674.58
V24444	KELLY PAPER	05/19/2017	7039	110141441	PAPER	\$138.67
		05/19/2017	7039	110404541	PAPER	\$148.70
KELLY PAPER						Total Check Amount: \$287.37
V24445	KRAUSE CONSTRUCTION	05/19/2017	19831	290323215	CDBG-732 KNOLL LAKE	\$13,510.00
KRAUSE CONSTRUCTION						Total Check Amount: \$13,510.00
V24446	LEIGHTON CONSULTING, INC	05/19/2017	22203	510707903	PROFSVCS:SUPRBLK 3/31	\$1,230.00
LEIGHTON CONSULTING, INC						Total Check Amount: \$1,230.00

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V24447	LOS ANGELES ENGINEERING, INC.	05/19/2017	26670	510707873	TRACKS @BREA S6 APR17	\$180,803.05
LOS ANGELES ENGINEERING, INC.					Total Check Amount:	\$180,803.05
V24448	MAILFINANCE	05/19/2017	21677	110141441	MAIL SYS LEASE MAY17	\$610.77
MAILFINANCE					Total Check Amount:	\$610.77
V24449	O'DUFFY BROTHERS, INC.	05/19/2017	26216	510707452	GLRNBK WTRLINE/STRTS	\$227,655.01
O'DUFFY BROTHERS, INC.					Total Check Amount:	\$227,655.01
V24450	ONWARD ENGINEERING	05/19/2017	22106	510707873	TRACKS S2/S3 RR 2/28	\$4,000.00
		05/19/2017	22106	510707873	TRACKS S2/S3 RR 3/31	\$11,560.00
ONWARD ENGINEERING					Total Check Amount:	\$15,560.00
V24451	ORANGE COUNTY SANITATION DIST.	05/19/2017	14689	110	RES SEWER FEES APR17	\$85,008.00
		05/19/2017	14689	110000000	5% COLL:RES SF APR17	(\$4,250.40)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$80,757.60
V24452	ORANGE COUNTY UNITED WAY	05/19/2017	3451	110	DED:5005 UNITED WAY	\$47.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$47.40
V24453	PAVECO CONSTRUCTION, INC.	05/19/2017	23586	110515121	ASPHALT RPR:BRANCH LN	\$39,930.66
		05/19/2017	23586	110515121	ASPHALT RPR:ORANGE ST	\$5,527.33
		05/19/2017	23586	110515121	ASPHALT:SUNRISE/STONY	\$27,585.36
		05/19/2017	23586	110515121	ASPHLT RPR:MADRONA AV	\$1,833.51
PAVECO CONSTRUCTION, INC.					Total Check Amount:	\$74,876.86
V24454	PROJECT DIMENSIONS	05/19/2017	23924	510707873	TRKS S2 CONST MGT APR	\$11,520.00
		05/19/2017	23924	510707873	TRKS S2 CONST MGT MAR	\$11,320.00
		05/19/2017	23924	510707873	TRKS S6 CONST MGT APR	\$10,840.00
		05/19/2017	23924	510707873	TRKS S6 CONST MGT MAR	\$10,680.00
PROJECT DIMENSIONS					Total Check Amount:	\$44,360.00
V24455	RICHARDS, WATSON & GERSHON	05/19/2017	8978	110000000	0001 GEN LGL SVCS FEB	\$1,683.50
		05/19/2017	8978	110000000	9999 GEN LGL SVCS FEB	\$1,301.50
		05/19/2017	8978	110111112	0001 GEN LGL SVCS FEB	\$9,456.86
		05/19/2017	8978	110111112	9999 GEN LGL SVCS FEB	\$8,816.00
		05/19/2017	8978	280323215	157 HSG SUCCSR JAN17	\$484.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$21,741.86
V24456	REBECCA SHELDON	05/19/2017	26023	110404521	MILEAGE APR17	\$31.03
		05/19/2017	26023	110404521	MILEAGE MAR17	\$7.76
REBECCA SHELDON					Total Check Amount:	\$38.79
V24457	SMART & FINAL	05/19/2017	3269	110404521	FRIDAY LUNCH	\$130.26
SMART & FINAL					Total Check Amount:	\$130.26
V24458	SO CAL LAND MAINTENANCE, INC.	05/19/2017	26009	110515141	PARKS MOWING APR17	\$6,043.93
		05/19/2017	26009	110515141	PARKS MOWING DEC16	\$6,043.93
		05/19/2017	26009	360515145	PARKS MOWING APR17	\$85.95
		05/19/2017	26009	360515145	PARKS MOWING DEC16	\$85.95

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V24458	SO CAL LAND MAINTENANCE, INC.	05/19/2017	26009	360515147	PARKS MOWING APR17	\$37.12
		05/19/2017	26009	360515147	PARKS MOWING DEC16	\$37.12
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$12,334.00
V24459	STAPLES TECHNOLOGY SOLUTIONS	05/19/2017	22888	110111151	TONER	\$193.42
		05/19/2017	22888	110111151	TONER (BLACK)	\$118.64
		05/19/2017	22888	110111151	TONER (CYAN)	\$77.32
		05/19/2017	22888	110515171	PLOTTER SUPPLIES	\$197.77
		05/19/2017	22888	110515171	TONER	\$172.70
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$759.85
V24460	SUNGARD PUBLIC SECTOR INC.	05/19/2017	11177	420141421	WTR UTIL CONV TRAINNG	\$3,840.00
SUNGARD PUBLIC SECTOR INC.					Total Check Amount:	\$3,840.00
V24461	TECHNICOLOR PRINTING	05/19/2017	24354	110404223	ADULT SPORTS SHIRTS	\$350.87
		05/19/2017	24354	110404223	YOUTH SPORTS SHIRTS	\$877.30
TECHNICOLOR PRINTING					Total Check Amount:	\$1,228.17
V24462	TOTAL ADMINISTRATIVE SERVICE CORP.	05/19/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
		05/19/2017	26017	110	DED:808C FSA UR MED	\$4,905.38
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,557.87
V24463	UNITED ROTARY BRUSH CORPORATION	05/19/2017	16649	480515161	SWEEPER BROOMS (2)	\$200.42
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$200.42
V24464	US BANK XX0338 CITY MGR	05/19/2017	24704	110111111	CALCRDS CTYMGR 042417	\$1,455.70
		05/19/2017	24704	110111143	CALCRDS CTYMGR 042417	\$428.42
		05/19/2017	24704	480515161	CALCRDS CTYMGR 042417	\$23.48
US BANK XX0338 CITY MGR					Total Check Amount:	\$1,907.60
V24465	US BANK XX0312 HR	05/19/2017	24776	110141481	CAL CARDS HR 042117	\$93.82
		05/19/2017	24776	110141481	CAL CARDS HR 042217	\$2,009.81
		05/19/2017	24776	470141483	CAL CARDS HR 042217	\$45.06
US BANK XX0312 HR					Total Check Amount:	\$2,148.69
V24468	US BANK XX0593 COMM SVC	05/19/2017	24777	110	CAL CRDS CS:SALES TAX	(\$172.81)
		05/19/2017	24777	110	CALCARD-CS-CP-042417	\$18.31
		05/19/2017	24777	110404211	CAL CRDS CS:SALES TAX	\$1.38
		05/19/2017	24777	110404211	CALCARD-CS-BH-042417	\$47.30
		05/19/2017	24777	110404211	CALCARD-CS-CP-042417	\$64.95
		05/19/2017	24777	110404215	CAL CRDS CS:SALES TAX	\$75.95
		05/19/2017	24777	110404215	CALCARD-CS-CC-042417	\$75.00
		05/19/2017	24777	110404215	CALCARD-CS-DA-042417	\$1,041.95
		05/19/2017	24777	110404215	CALCARD-CS-JS-042417	\$753.89
		05/19/2017	24777	110404217	CALCARD-CS-PK-042417	\$840.79
		05/19/2017	24777	110404223	CAL CRDS CS:SALES TAX	\$43.68

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V24468	US BANK XX0593 COMM SVC	05/19/2017	24777	110404223	CALCARD-CS-BK-042417	\$1,142.54
		05/19/2017	24777	110404224	CALCARD-CS-SS-042417	\$213.27
		05/19/2017	24777	110404311	CALCARD-CS-CE-042417	\$7.90
		05/19/2017	24777	110404311	CALCARD-CS-RF-042417	\$340.49
		05/19/2017	24777	110404420	CAL CRDS CS:SALES TAX	\$16.65
		05/19/2017	24777	110404420	CALCARD-CS-CP-042417	\$280.01
		05/19/2017	24777	110404420	CALCARD-CS-PK-042417	\$70.00
		05/19/2017	24777	110404421	CALCARD-CS-KS-042417	\$45.90
		05/19/2017	24777	110404421	CALCARD-CS-TN-042417	\$47.47
		05/19/2017	24777	110404425	CALCARD-CS-MM-042417	\$8.75
		05/19/2017	24777	110404425	CALCARD-CS-PK-042417	\$17.08
		05/19/2017	24777	110404425	CALCARD-CS-SS-042417	\$1,647.36
		05/19/2017	24777	110404429	CAL CRDS CS:SALES TAX	\$4.50
		05/19/2017	24777	110404429	CALCARD-CS-PK-042417	\$1,285.60
		05/19/2017	24777	110404429	CALCARD-CS-SS-042417	\$60.03
		05/19/2017	24777	110404521	CAL CRDS CS:SALES TAX	\$16.52
		05/19/2017	24777	110404521	CALCARD-CS-FT-042417	\$301.88
		05/19/2017	24777	110404521	CALCARD-CS-NG-042417	\$482.35
		05/19/2017	24777	110404521	CALCARD-CS-SK-042417	\$383.60
		05/19/2017	24777	110404521	CALCARD-CS-TT-042417	\$890.24
		05/19/2017	24777	110404523	CALCARD-CS-CP-042417	\$119.56
		05/19/2017	24777	110404523	CALCARD-CS-CR-042417	\$502.50
		05/19/2017	24777	110404541	CAL CRDS CS:SALES TAX	\$10.93
		05/19/2017	24777	110404541	CALCARD-CS-CM-042417	\$1,164.71
		05/19/2017	24777	110404541	CALCARD-CS-HB-042417	\$344.12
		05/19/2017	24777	110404542	CAL CRDS CS:SALES TAX	\$3.20
		05/19/2017	24777	110404542	CALCARD-CS-DA-042417	\$252.98
		05/19/2017	24777	110404542	CALCARD-CS-KK-042417	\$179.24
		05/19/2017	24777	110404542	CALCARD-CS-LF-042417	\$350.54
		05/19/2017	24777	110404542	CALCARD-CS-TM-042417	\$1,000.00
		05/19/2017	24777	110404543	CALCARD-CS-JC-042417	\$75.00
		05/19/2017	24777	181404250	CALCARD-CS-DA-042417	\$1,015.69
US BANK XX0593 COMM SVC					Total Check Amount:	\$15,071.00
V24469	US BANK XX0502 COMM & MKTG	05/19/2017	24778	110111111	CALCRD COM/MKT 042417	\$29.48
		05/19/2017	24778	110111151	CALCRD COM/MKT 042417	\$616.73
		05/19/2017	24778	110111152	CALCRD COM/MKT 042417	\$180.03
		05/19/2017	24778	110404215	CALCRD COM/MKT 042417	\$33.00
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$859.24

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V24471	US BANK XX0353 COMM DEV	05/19/2017	24779	110000000	CALCARD COMDEV 032217	\$149.66
		05/19/2017	24779	110111111	CALCARD COMDEV 032217	\$29.53
		05/19/2017	24779	110323212	CALCRD COM DEV 032217	\$321.81
		05/19/2017	24779	110323212	CALCRDS COMDEV 042417	\$1,713.74
		05/19/2017	24779	110323214	CALCRD COM DEV 032217	\$70.00
		05/19/2017	24779	110323214	CALCRDS COMDEV 042417	\$490.66
		05/19/2017	24779	110323231	CALCARD COMDEV 032217	(\$1,040.00)
		05/19/2017	24779	110323231	CALCRD COM DEV 032217	\$286.68
		05/19/2017	24779	110323231	CALCRDS COMDEV 042417	\$865.98
		05/19/2017	24779	110323241	CALCRD COM DEV 032217	\$52.24
		05/19/2017	24779	110323241	CALCRDS COMDEV 042417	\$347.66
US BANK XX0353 COMM DEV					Total Check Amount:	\$3,287.96
V24472	US BANK XX0270 ADMIN SVCS	05/19/2017	24781	110111161	CALCRD CTYCLRK 042417	\$646.95
		05/19/2017	24781	110141411	CALCRD FINANCE 042417	\$233.46
		05/19/2017	24781	110141431	CALCRD FINANCE 042417	\$375.84
		05/19/2017	24781	110141441	CALCRD FINANCE 042417	\$180.68
		05/19/2017	24781	110141481	CALCRD FINANCE 042417	\$1,738.47
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$3,175.40
V24473	US BANK XX0650 FIRE	05/19/2017	24782	110222211	CAL CARDS FIRE 042417	\$631.41
		05/19/2017	24782	110222212	CAL CARDS FIRE 042417	\$540.00
		05/19/2017	24782	110222213	CAL CARDS FIRE 042417	\$674.17
		05/19/2017	24782	110222221	CAL CARDS FIRE 042417	\$2,349.99
		05/19/2017	24782	110222222	CAL CARDS FIRE 042417	\$203.00
		05/19/2017	24782	110222223	CAL CARDS FIRE 042417	\$76.66
		05/19/2017	24782	110222231	CAL CARDS FIRE 042417	\$682.92
		05/19/2017	24782	480515161	CAL CARDS FIRE 042417	\$6.00
US BANK XX0650 FIRE					Total Check Amount:	\$5,164.15
V24475	US BANK XX0346 IT	05/19/2017	24783	110	S/TAX IT 042417	(\$138.73)
		05/19/2017	24783	110141471	CAL CARDS IT 042417	\$2,216.13
		05/19/2017	24783	110141472	CAL CARDS IT 042417	\$1,044.00
		05/19/2017	24783	110212131	CAL CARDS IT 042417	\$145.99
		05/19/2017	24783	110222223	CAL CARDS IT 042417	\$1,790.00
		05/19/2017	24783	110222223	S/TAX IT 042417	\$138.73
		05/19/2017	24783	110323231	CAL CARDS IT 042417	\$40.94
		05/19/2017	24783	110404213	CAL CARDS IT 042417	\$37.83
		05/19/2017	24783	110404311	CAL CARDS IT 042417	\$768.95
		05/19/2017	24783	110404541	CAL CARDS IT 042417	\$1,236.57
		05/19/2017	24783	110515125	CAL CARDS IT 042417	\$52.83

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24475	US BANK XX0346 IT	05/19/2017	24783	280323215	CAL CARDS IT 042417	\$9.95
		05/19/2017	24783	460	S/TAX IT 042417	(\$101.13)
		05/19/2017	24783	460141474	CAL CARDS IT 042417	\$2,394.71
		05/19/2017	24783	460141474	S/TAX IT 042417	\$101.13
		05/19/2017	24783	480515161	CAL CARDS IT 042417	\$26.40
US BANK XX0346 IT					Total Check Amount:	\$9,764.30
V24478	US BANK XX0221 PW	05/19/2017	24784	110141481	CAL-CARDS PW 042417	\$97.05
		05/19/2017	24784	110515111	CAL-CARDS PW 042417	\$170.46
		05/19/2017	24784	110515121	CAL-CARDS PW 042417	\$258.42
		05/19/2017	24784	110515125	CAL-CARDS PW 042417	\$210.43
		05/19/2017	24784	110515141	CAL-CARDS PW 042417	\$225.66
		05/19/2017	24784	110515142	CAL-CARDS PW 042417	\$124.45
		05/19/2017	24784	110515143	CAL-CARDS PW 042417	\$37.41
		05/19/2017	24784	110515144	CAL-CARDS PW 042417	\$144.55
		05/19/2017	24784	110515171	CAL-CARDS PW 042417	\$519.00
		05/19/2017	24784	360515145	CAL-CARDS PW 042417	\$242.85
		05/19/2017	24784	360515147	CAL-CARDS PW 042417	\$27.53
		05/19/2017	24784	420515131	CAL-CARDS PW 042417	\$470.83
		05/19/2017	24784	480	CALCRDS PW:SALES TAX	(\$37.26)
		05/19/2017	24784	480515161	CAL-CARDS PW 042417	\$5,969.43
		05/19/2017	24784	480515161	CALCRDS PW:SALES TAX	\$37.26
		05/19/2017	24784	490515151	CAL-CARDS PW 042417	\$4,749.83
US BANK XX0221 PW					Total Check Amount:	\$13,247.90
V24480	US BANK XX0544 POLICE	05/19/2017	24785	110212111	CAL CARDS PD 042417	\$1,259.44
		05/19/2017	24785	110212111	CALCARD PD ADM 042417	\$2,008.15
		05/19/2017	24785	110212121	CAL CARDS PD 042417	\$650.97
		05/19/2017	24785	110212122	CAL CARDS PD 042417	\$118.98
		05/19/2017	24785	110212131	CAL CARDS PD 042417	\$316.72
		05/19/2017	24785	110212132	CAL CARDS PD 042417	\$34.47
		05/19/2017	24785	110212133	CALCARD PD ADM 042417	\$178.19
		05/19/2017	24785	110212134	CAL CARDS PD 042417	\$33.62
		05/19/2017	24785	231212141	CAL CARDS PD 042417	\$85.09
		05/19/2017	24785	480515161	CAL CARDS PD 042417	\$1,261.93
		05/19/2017	24785	480515161	CALCARD PD ADM 042417	\$64.39
		05/19/2017	24785	510707930	CAL CARDS PD 042417	\$507.84
US BANK XX0544 POLICE					Total Check Amount:	\$6,519.79
V24481	US BANK XX3401 PW- ADMIN	05/19/2017	24786	110515111	CAL-CARDS PW ADMIN 042417	\$88.52
		05/19/2017	24786	110515171	CAL-CARDS PW ADMIN	\$9.68

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24481	US BANK XX3401 PW- ADMIN				042417	
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$98.20
V24482	VENDINI	05/19/2017	24179	110404542	TICKET FEES APR 2017	\$614.82
VENDINI					Total Check Amount:	\$614.82
V24483	VERITIV OPERATING COMPANY	05/19/2017	26025	110141441	120 CS 8-1/2X11 PAPER	\$3,297.15
VERITIV OPERATING COMPANY					Total Check Amount:	\$3,297.15
V24484	WAXIE SANITARY SUPPLY	05/19/2017	3332	110515125	TOWELS/STD ROLL	\$1,007.01
		05/19/2017	3332	490515151	TOWELS	\$315.06
		05/19/2017	3332	490515151	TOWELS/STD ROLL	\$209.19
		05/19/2017	3332	490515151	TOWELS/STD ROLLS	\$866.72
WAXIE SANITARY SUPPLY					Total Check Amount:	\$2,397.98
V24485	CANDACE WEIDMAN	05/19/2017	4009	110404214	PRE-BALLET/TAP	\$186.00
CANDACE WEIDMAN					Total Check Amount:	\$186.00
V24486	WILLDAN ENGINEERING	05/19/2017	12445	110000000	MISC PW PERMITS	\$1,341.00
		05/19/2017	12445	110000000	PLAN CK:630 LAMBERT	\$9.50
		05/19/2017	12445	110000000	PLAN CK:LA FLOR PA11	\$277.50
		05/19/2017	12445	110000000	TFC ENG:CVS PH/REST	\$720.00
		05/19/2017	12445	110000000	TFC ENG:PAC IND 2/24	\$160.00
		05/19/2017	12445	110000000	TFC ENG:PACIFIC 2/24	\$298.00
		05/19/2017	12445	110515171	MISC PW PERMITS	\$3,799.50
		05/19/2017	12445	510515171	MONITORNG:CARBON CYN	\$1,701.00
		05/19/2017	12445	510707709	BIRCH ST TSSP 02/24	\$560.00
		05/19/2017	12445	510707709	BIRCH ST TSSP 3/31	\$22,140.00
WILLDAN ENGINEERING					Total Check Amount:	\$31,006.50
Voucher Subtotal						\$1,235,084.70

TOTAL \$1,295,239.81

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175026	ACCURATE CONCRETE SAWING INC.	05/26/2017	25487	420515131	SAW CUT	\$1,500.00
ACCURATE CONCRETE SAWING INC.					Total Check Amount:	\$1,500.00
175027	THE ALLEY CATS MUSIC, INC	05/26/2017	12680	110	FNLPYT:ALLEYCATS 2017	\$1,611.00
THE ALLEY CATS MUSIC, INC					Total Check Amount:	\$1,611.00
175028	VICTOR ALTOMARE	05/26/2017	26844	110000000	DEVT FEE REFUND	\$943.00
VICTOR ALTOMARE					Total Check Amount:	\$943.00
175029	AMPLE CONSTRUCTION	05/26/2017	26795	830	REFUND:2252 STA PAULA	\$250.00
AMPLE CONSTRUCTION					Total Check Amount:	\$250.00
175030	KATYA BEENER	05/26/2017	26857	110404542	TECH:ROCK LEGENDS	\$100.00
KATYA BEENER					Total Check Amount:	\$100.00
175031	BELLA AGUA SWIMMING POOLS	05/26/2017	26793	830	REFND:1427 W WHITTIER	\$250.00
BELLA AGUA SWIMMING POOLS					Total Check Amount:	\$250.00
175032	CLARA BERTA	05/26/2017	26177	110404541	MICA:STAFF PICK AWRDS	\$100.00
CLARA BERTA					Total Check Amount:	\$100.00
175033	BREC VENDING, INC.	05/26/2017	14036	110111161	SODA FOR COUNCIL MTGS	\$7.11
BREC VENDING, INC.					Total Check Amount:	\$7.11
175034	CAT BULAON	05/26/2017	26832	110	REFND:NON-RESDENT FEE	\$60.00
CAT BULAON					Total Check Amount:	\$60.00
175035	C.C. POOL CONSTRUCTION	05/26/2017	26796	830	REFD:2318 E STA PAULA	\$250.00
C.C. POOL CONSTRUCTION					Total Check Amount:	\$250.00
175036	CENTRAL POWDER COATING	05/26/2017	8508	110515144	SANDBLAST TABLE TOPS	\$215.50
CENTRAL POWDER COATING					Total Check Amount:	\$215.50
175037	CITY OF BREA - WATER DEPT	05/26/2017	2039	341515112	WATER 3/8-4/6/17	\$1,035.85
		05/26/2017	2039	343515112	WATER 3/8-4/6/17	\$834.70
		05/26/2017	2039	345515112	WATER 3/8-4/6/17	\$2,220.55
		05/26/2017	2039	346515112	WATER 3/8-4/6/17	\$4,538.77
		05/26/2017	2039	347515112	WATER 3/8-4/6/17	\$301.13
		05/26/2017	2039	880515113	WATER 3/8-4/6/17	\$30.62
CITY OF BREA - WATER DEPT					Total Check Amount:	\$8,961.62
175038	COCA-COLA REFRESHMENTS	05/26/2017	24973	110404542	CONCESSIONS	\$381.53
		05/26/2017	24973	110404542	CONCSSN RETURN:SPRITE	(\$28.20)
COCA-COLA REFRESHMENTS					Total Check Amount:	\$353.33
175039	COUNTY OF ORANGE	05/26/2017	4799	110212122	OCATS APR 2017	\$389.00
		05/26/2017	4799	110212122	SWITCHER COST APR17	\$264.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
175040	CARLOS & LUISA CUEVA	05/26/2017	26876	420000000	CLOSED WATER ACCOUNT	\$128.78
CARLOS & LUISA CUEVA					Total Check Amount:	\$128.78
175041	DEPARTMENT OF GENERAL SVCS (DGS)	05/26/2017	11475	110141481	OR4017:ALJ SVCS APR17	\$458.00
DEPARTMENT OF GENERAL SVCS (DGS)					Total Check Amount:	\$458.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175042	ULISES CERON DIAZ	05/26/2017	26874	420000000	CLOSED WATER ACCOUNT	\$61.29
ULISES CERON DIAZ					Total Check Amount:	\$61.29
175043	EDISON CO	05/26/2017	3343	110515121	ELECTRICITY APR-MAY17	\$12,446.51
		05/26/2017	3343	490515151	ELECTRICITY APR-MAY17	\$22,905.45
EDISON CO					Total Check Amount:	\$35,351.96
175044	ELECTRIC CAR SALES AND SERVICE, INC	05/26/2017	26704	480515161	ST LEGAL ELECTRIC CAR	\$38,562.07
ELECTRIC CAR SALES AND SERVICE, INC					Total Check Amount:	\$38,562.07
175045	EMERGENCY POWER CONTROLS	05/26/2017	12002	490515151	BATT CHARGER RPR @FS1	\$1,431.34
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @ CCC	\$575.00
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @ FS1	\$575.00
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @ FS2	\$575.00
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @ FS3	\$575.00
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @ FS4	\$575.00
		05/26/2017	12002	490515151	YRLY MNT:SWITCH @YARD	\$1,150.00
EMERGENCY POWER CONTROLS					Total Check Amount:	\$5,456.34
175046	EMPLOYMENT DEVELOPMENT DEPT	05/26/2017	7464	470141483	944-0073-6 UI 033117	\$2,372.00
EMPLOYMENT DEVELOPMENT DEPT					Total Check Amount:	\$2,372.00
175047	RICHARD FIERRO	05/26/2017	26830	110000000	DEVT FEE REFUND	\$90.50
RICHARD FIERRO					Total Check Amount:	\$90.50
175048	LESLIE GARCIA	05/26/2017	26869	420000000	CLOSED WATER ACCOUNT	\$35.05
LESLIE GARCIA					Total Check Amount:	\$35.05
175049	THE GAS COMPANY	05/26/2017	3749	490515151	GAS APR/MAY 2017	\$2,176.91
THE GAS COMPANY					Total Check Amount:	\$2,176.91
175050	THE GAS COMPANY	05/26/2017	3749	420515131	GAS APR/MAY 2017	\$14.79
THE GAS COMPANY					Total Check Amount:	\$14.79
175051	DAISY GENALDO	05/26/2017	26871	420000000	CLOSED WATER ACCOUNT	\$65.40
DAISY GENALDO					Total Check Amount:	\$65.40
175052	DAVID JUAN GRIEGO JR.	05/26/2017	26856	110000000	PD REPORT RQST REFUND	\$3.00
DAVID JUAN GRIEGO JR.					Total Check Amount:	\$3.00
175053	MARTIN HAINES	05/26/2017	26794	830	REFUND:475 S DOVER	\$250.00
MARTIN HAINES					Total Check Amount:	\$250.00
175054	HILLYARD INC	05/26/2017	12184	490515151	FLOOR PRODUCT @ BCC	\$221.70
HILLYARD INC					Total Check Amount:	\$221.70
175055	HAYDN ILANO	05/26/2017	26873	420000000	CLOSED WATER ACCOUNT	\$96.11
HAYDN ILANO					Total Check Amount:	\$96.11
175056	IN TIME SERVICES INC	05/26/2017	20876	950000000	ILJAOC ISELINK APR17	\$2,498.96
IN TIME SERVICES INC					Total Check Amount:	\$2,498.96
175057	HANAN J KAKISH	05/26/2017	26865	110000000	CITATION REFUND	\$306.00
HANAN J KAKISH					Total Check Amount:	\$306.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175058	LAW OFFICES OF JONES & MAYER	05/26/2017	12144	110111112	LEGAL:CODE ENF APR17	\$720.00
		05/26/2017	12144	110111112	LGL SVCS POLICE APR17	\$848.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,568.00
175059	LIFE-ASSIST, INC.	05/26/2017	10530	110222222	PARAMEDIC SUPP:FS #3	\$624.07
LIFE-ASSIST, INC.					Total Check Amount:	\$624.07
175060	LIMBACH COMPANY LP	05/26/2017	21671	490515151	REPAIR AH#1 @ CCC	\$527.00
LIMBACH COMPANY LP					Total Check Amount:	\$527.00
175061	BREANNA MACGILLIVRAY	05/26/2017	26831	110	REFUND:SPACE FILLED	\$98.25
BREANNA MACGILLIVRAY					Total Check Amount:	\$98.25
175062	KIMBERLY MACKO	05/26/2017	26828	110000000	DEVT FEE REFUND	\$162.00
KIMBERLY MACKO					Total Check Amount:	\$162.00
175063	VICTORIA L MILLARD	05/26/2017	26864	110000000	CITATION REFUND	\$38.00
VICTORIA L MILLARD					Total Check Amount:	\$38.00
175064	MUNICIPAL EMERGENCY SERVICES	05/26/2017	26685	110222221	COMM BRACKT:SCBA MASK	\$71.90
MUNICIPAL EMERGENCY SERVICES					Total Check Amount:	\$71.90
175065	KEVIN J NAGLE	05/26/2017	26863	110000000	CITATION REFUND	\$46.00
KEVIN J NAGLE					Total Check Amount:	\$46.00
175066	QUYNH NGUYEN &/OR RAYMOND LINERO	05/26/2017	26092	110000000	CITATION REFUND	\$16.00
QUYNH NGUYEN &/OR RAYMOND LINERO					Total Check Amount:	\$16.00
175067	OFFICE DEPOT, INC	05/26/2017	4743	110222211	JOURNAL	\$13.13
		05/26/2017	4743	110222211	OFFICE SUPPLIES	\$92.45
		05/26/2017	4743	110323212	OFFICE SUPPLIES	\$44.41
		05/26/2017	4743	110404215	WELLNSS FESTVL SUPLS	\$54.05
		05/26/2017	4743	110404521	OFFICE SUPPLIES	\$92.74
OFFICE DEPOT, INC					Total Check Amount:	\$296.78
175068	JOHN O'NEIL	05/26/2017	26855	110404321	ENTRTNMNT:MADE IN CA	\$300.00
JOHN O'NEIL					Total Check Amount:	\$300.00
175069	JAE SOO PAK	05/26/2017	26798	830	REF:2356 E MCKITTRICK	\$250.00
JAE SOO PAK					Total Check Amount:	\$250.00
175070	PETTY CASH CUSTODIAN	05/26/2017	15835	110	PC REPL 05/17/17	\$211.27
PETTY CASH CUSTODIAN					Total Check Amount:	\$211.27
175071	PLUMBING WHOLESALE OUTLET, INC.	05/26/2017	18392	110515125	TOILET SEAT:DT RESTRM	\$25.29
		05/26/2017	18392	110515141	GLOVES/DRAIN CLEANER	\$77.20
		05/26/2017	18392	490515151	DRINKNG FTN:PIONEERHL	\$500.26
		05/26/2017	18392	490515151	WAX GSKTS FOR TOILETS	\$12.01
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$614.76
175072	PRINGLES DRAPERIES & BLINDS	05/26/2017	9082	490515151	BLINDS:YARD OFF REMDL	\$365.62
		05/26/2017	9082	490515151	WINDOW BLINDS @ FS #1	\$697.14
PRINGLES DRAPERIES & BLINDS					Total Check Amount:	\$1,062.76

City Check Register for: May 26, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175073	KEVAN RAMEZANI	05/26/2017	26868	420000000	CLOSED WATER ACCOUNT	\$36.97
KEVAN RAMEZANI					Total Check Amount:	\$36.97
175074	RENT A HOME PROPERTIES	05/26/2017	26866	420000000	CLOSED WATER ACCOUNT	\$33.04
RENT A HOME PROPERTIES					Total Check Amount:	\$33.04
175075	TIM SAMUELSON	05/26/2017	26803	110	REFUND CLEARING ACCT	\$58.00
TIM SAMUELSON					Total Check Amount:	\$58.00
175076	DONALD SEWELL	05/26/2017	26859	110000000	CITATION REFUND	\$38.00
DONALD SEWELL					Total Check Amount:	\$38.00
175077	HUILIAN SHAO	05/26/2017	26698	420000000	CLOSED WATER ACCOUNT	\$15.44
HUILIAN SHAO					Total Check Amount:	\$15.44
175078	SHEA HOMES	05/26/2017	6597	420000000	CLOSED WATER ACCOUNT	\$906.03
SHEA HOMES					Total Check Amount:	\$906.03
175079	SIGMA GRAFT INC.	05/26/2017	26875	420000000	CLOSED WATER ACCOUNT	\$36.68
SIGMA GRAFT INC.					Total Check Amount:	\$36.68
175080	ARTURO SILVA	05/26/2017	26797	830	REFND:825 SUNGROVE PL	\$250.00
ARTURO SILVA					Total Check Amount:	\$250.00
175081	DEANA SONG	05/26/2017	26835	110	REFUND CLEARING ACCT	\$10.00
DEANA SONG					Total Check Amount:	\$10.00
175082	SOURCE BROADBAND SERVICES	05/26/2017	26877	420000000	CLOSED WATER ACCOUNT	\$1,522.08
SOURCE BROADBAND SERVICES					Total Check Amount:	\$1,522.08
175083	SOUTH COAST AQMD	05/26/2017	10871	480515161	HOT SPOTS:CIVIC CTR	\$125.47
		05/26/2017	10871	480515161	HOTSPOTS:BLCKSTN PUMP	\$125.47
		05/26/2017	10871	480515161	HOTSPOTS:LF SEWERLIFT	\$125.47
SOUTH COAST AQMD					Total Check Amount:	\$376.41
175084	SOUTHWEST SCHOOL & OFFICE SUPPLY	05/26/2017	25945	490515151	LINERS/SOAP	\$512.72
SOUTHWEST SCHOOL & OFFICE SUPPLY					Total Check Amount:	\$512.72
175085	LAURA SPENCER	05/26/2017	26867	420000000	CLOSED WATER ACCOUNT	\$40.35
LAURA SPENCER					Total Check Amount:	\$40.35
175086	STAGELIGHT FAMILY PRODUCTIONS	05/26/2017	7825	110404542	BYT:LITTLE MERMAID #1	\$26,767.50
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$26,767.50
175087	STATE COMPENSATION INSURANCE FUND	05/26/2017	23177	950000000	ILJAOC 033116-033117	\$628.64
STATE COMPENSATION INSURANCE FUND					Total Check Amount:	\$628.64
175088	ERIC STEWART	05/26/2017	26870	420000000	CLOSED WATER ACCOUNT	\$26.74
ERIC STEWART					Total Check Amount:	\$26.74
175089	STILES FOOD EQUIPMENT	05/26/2017	26872	420000000	CLOSED WATER ACCOUNT	\$42.63
STILES FOOD EQUIPMENT					Total Check Amount:	\$42.63
175090	MICHAEL D. THIELEN	05/26/2017	26858	110000000	CITATION REFUND	\$38.00
MICHAEL D. THIELEN					Total Check Amount:	\$38.00
175091	UNITED RENTALS NORTHWEST. INC.	05/26/2017	7051	360515145	RENT: TILLER	\$154.08

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$154.08
175092	VETERINARY PET INS. CO.	05/26/2017	20975	110	4436 PET INS APR 2017	\$347.04
VETERINARY PET INS. CO.					Total Check Amount:	\$347.04
175093	VILLAGE NURSERIES	05/26/2017	7110	110515141	TREES FOR ARBOR DAY	\$322.17
VILLAGE NURSERIES					Total Check Amount:	\$322.17
175094	DANIEL WANG	05/26/2017	26829	110000000	DEVT FEE REFUND	\$773.00
DANIEL WANG					Total Check Amount:	\$773.00
175095	JACOBO ZUNIGA	05/26/2017	26860	110000000	PD REPORT RQST EFUND	\$3.00
JACOBO ZUNIGA					Total Check Amount:	\$3.00
Check Subtotal						\$142,228.73
V24487	ABBA TERMITE & PEST CONTROL	05/26/2017	15614	360515145	BEE HIVE REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$245.00
V24488	ADAMSON POLICE PRODUCTS	05/26/2017	4023	110212131	SAFARILAND ARMOR	\$1,185.25
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$1,185.25
V24489	ADCO ROOFING	05/26/2017	18878	490515151	REPAIR ROOF LEAK @ FS #3	\$1,430.19
		05/26/2017	18878	490515151	REPAIR ROOF:BREA MSM	\$1,138.36
		05/26/2017	18878	490515151	REPAIR ROOF:SCOUT CTR	\$2,456.91
ADCO ROOFING					Total Check Amount:	\$5,025.46
V24490	ADLERHORST INT'L INC	05/26/2017	2223	110212131	JARVIS:TRNG MAY17	\$350.00
ADLERHORST INT'L INC					Total Check Amount:	\$350.00
V24491	AEGIS ITS, INC	05/26/2017	23067	110515121	EXTRAORD SGNL MNT APR	\$4,935.23
		05/26/2017	23067	110515121	MO SIGNAL MNT APR17	\$2,838.00
		05/26/2017	23067	110515121	TFCSGNAL KNCKDWN REPR	\$5,469.65
		05/26/2017	23067	510707212	OVRHD SGN REPL/UPGRDE	\$2,716.50
AEGIS ITS, INC					Total Check Amount:	\$15,959.38
V24492	ALL CITY MANAGEMENT SERVS INC	05/26/2017	6604	110212132	CRSNG GRDS 4/9-4/22	\$1,484.00
ALL CITY MANAGEMENT SERVS INC					Total Check Amount:	\$1,484.00
V24493	ANAHEIM GLASS, INC.	05/26/2017	21760	510707930	MIRRORS:PD LCKR @ CCC	\$1,464.79
ANAHEIM GLASS, INC.					Total Check Amount:	\$1,464.79
V24494	C.WELLS PIPELINE MATERIALS INC	05/26/2017	13055	420515131	PLUMBING SUPPLIES	\$7,225.76
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$7,225.76
V24495	CLARK SECURITY PRODUCTS, INC.	05/26/2017	20003	490515151	DOOR HARDWARE @ CCC	\$1,742.28
CLARK SECURITY PRODUCTS, INC.					Total Check Amount:	\$1,742.28
V24496	COMLOCK SECURITY-GROUP	05/26/2017	13625	110515141	DEAD BOLT LOCK/REKEY	\$91.58
		05/26/2017	13625	490515151	KEYS & LOCKS @ CCC	\$145.13
COMLOCK SECURITY-GROUP					Total Check Amount:	\$236.71
V24497	DAVID CRABTREE	05/26/2017	7163	110323212	APA NATIONAL CONF	\$346.20

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
DAVID CRABTREE						Total Check Amount: \$346.20
V24498	DE LAGE LANDEN FINANCIAL SERVICES	05/26/2017	23311	110141441	FIRE STN #3 MAY17	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES						Total Check Amount: \$161.20
V24499	DUALGRAPHICS	05/26/2017	14494	110111151	BL ROUTE SLPS:MAY/JUN	\$271.46
		05/26/2017	14494	110111151	MAY/JUN BREA LINE	\$7,980.81
DUALGRAPHICS						Total Check Amount: \$8,252.27
V24500	EBERHARD EQUIPMENT	05/26/2017	4532	110515144	RENT TILLER ATTACHMENT	\$317.86
		05/26/2017	4532	360515145	RENT TILLER ATTACHMENT	\$431.00
EBERHARD EQUIPMENT						Total Check Amount: \$748.86
V24501	ENTERPRISE FM TRUST	05/26/2017	15895	110212121	LEASE CH TAHOE MAY17	\$697.97
ENTERPRISE FM TRUST						Total Check Amount: \$697.97
V24502	EQUIPMENT DIRECT INC	05/26/2017	4522	110515141	DUST MASKS	\$43.75
		05/26/2017	4522	110515141	SAFETY GEAR	\$14.63
		05/26/2017	4522	110515144	SAFETY GEAR	\$92.60
		05/26/2017	4522	110515171	HARD HATS/VESTS	\$106.35
		05/26/2017	4522	360515145	SAFETY GEAR	\$29.24
EQUIPMENT DIRECT INC						Total Check Amount: \$286.57
V24503	NANCY ERTLE	05/26/2017	18801	110212133	REIMBURSE DVD PLAYER	\$56.49
NANCY ERTLE						Total Check Amount: \$56.49
V24504	EWING IRRIGATION PRODUCTS, INC.	05/26/2017	5807	110515144	IRRIGATION PARTS	\$122.72
EWING IRRIGATION PRODUCTS, INC.						Total Check Amount: \$122.72
V24505	EXTERMINETICS OF SO CALIF INC	05/26/2017	3298	110515141	PEST CONTROL APR 2017	\$180.00
		05/26/2017	3298	420515131	PEST CONTROL APR 2017	\$100.00
		05/26/2017	3298	490515151	PEST CONTROL APR 2017	\$860.00
EXTERMINETICS OF SO CALIF INC						Total Check Amount: \$1,140.00
V24506	FACTORY MOTOR PARTS COMPANY	05/26/2017	3504	480515161	BRAKES/WIPER BLADES	\$221.73
FACTORY MOTOR PARTS COMPANY						Total Check Amount: \$221.73
V24507	FUSCOE ENGINEERING, INC.	05/26/2017	18052	110000000	CVS PLAN CHECK	\$966.00
		05/26/2017	18052	410515132	NPDES SVCS MAR 2017	\$1,356.00
FUSCOE ENGINEERING, INC.						Total Check Amount: \$2,322.00
V24508	GALE SUPPLY COMPANY	05/26/2017	21090	110515121	TRASH BAGS	\$571.08
GALE SUPPLY COMPANY						Total Check Amount: \$571.08
V24509	WILLIAM GALLARDO	05/26/2017	7326	110111143	2017 SCAG REGL CONF	\$189.37
WILLIAM GALLARDO						Total Check Amount: \$189.37
V24510	CHRISTOPHER HARVEY	05/26/2017	10364	110212111	FLD TRNG OFFICER UPD	\$24.00
CHRISTOPHER HARVEY						Total Check Amount: \$24.00
V24511	HCI SYSTEMS INC	05/26/2017	25112	490515151	SPRINKLER TEST:APR-JUN	\$315.00
HCI SYSTEMS INC						Total Check Amount: \$315.00
V24512	HUNTINGTON COURT	05/26/2017	18131	110212122	TRNSCRPTN 4/16-4/30	\$625.32

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
REPORTS&TRANSCRIP.						
HUNTINGTON COURT REPORTS&TRANSCRIP.						Total Check Amount: \$625.32
V24513	JEFFREY HUNZIKER	05/26/2017	26172	110212111	FLD OFFICER TRAINING	\$28.25
JEFFREY HUNZIKER						Total Check Amount: \$28.25
V24514	CECILIA HUPP	05/26/2017	25261	110111111	2017 SCAG REGL CONF	\$58.86
CECILIA HUPP						Total Check Amount: \$58.86
V24515	IMPERIAL SPRINKLER SUPPLY	05/26/2017	24260	110515141	IRRIG PARTS/BAR OIL	\$260.11
		05/26/2017	24260	110515144	IRRIGATION PARTS	\$1,695.13
IMPERIAL SPRINKLER SUPPLY						Total Check Amount: \$1,955.24
V24516	IMPRESSIVE SCREENWORKS	05/26/2017	1815	110141411	EMPLOYEE JACKETS	\$655.12
		05/26/2017	1815	110141411	EMPLOYEE-PAID JACKETS	\$129.30
		05/26/2017	1815	110141471	EMPLOYEE JACKETS	\$318.94
		05/26/2017	1815	460141474	EMPLOYEE JACKETS	\$263.99
IMPRESSIVE SCREENWORKS						Total Check Amount: \$1,367.35
V24517	INK LINK INC	05/26/2017	22423	110404224	FATHER DAUGHTER PATCH	\$53.88
		05/26/2017	22423	110404421	FAM FLMS DATE PATCHES	\$53.88
INK LINK INC						Total Check Amount: \$107.76
V24518	IPARQ	05/26/2017	21583	110323241	PERMIT FEES APR 2017	\$378.73
IPARQ						Total Check Amount: \$378.73
V24519	JACKSON'S AUTO SUPPLY	05/26/2017	1143	420515131	AUTO SUPPLIES	\$40.32
		05/26/2017	1143	480515161	AUTO SUPPLIES	\$2,882.44
		05/26/2017	1143	490515151	HVAC BELTS, AH 6 @ CCC	\$36.68
JACKSON'S AUTO SUPPLY						Total Check Amount: \$2,959.44
V24520	KINSBURSKY BROTHERS INC.	05/26/2017	26200	490515151	BATTERY RECYCLE	\$168.14
KINSBURSKY BROTHERS INC.						Total Check Amount: \$168.14
V24521	ALEJANDRO LEDESMA	05/26/2017	26637	420515131	WATER STUDY GUIDE	\$94.14
ALEJANDRO LEDESMA						Total Check Amount: \$94.14
V24522	LIBERTY PAINTING & RESTORATION, INC	05/26/2017	25899	490515151	PAINT/OFF RMDL @ YARD	\$2,200.00
LIBERTY PAINTING & RESTORATION, INC						Total Check Amount: \$2,200.00
V24523	LINCOLN AQUATICS	05/26/2017	17902	110404422	LIQUID CHLORINE @ PLUNGE	\$425.14
		05/26/2017	17902	110404422	MURIATIC ACID @ PLUNGE	\$550.52
		05/26/2017	17902	110404422	PLUNGE EQUIPMENT	\$669.13
LINCOLN AQUATICS						Total Check Amount: \$1,644.79
V24524	ELIZABETH LUSK	05/26/2017	16911	110212133	MILEAGE APR17	\$20.11
ELIZABETH LUSK						Total Check Amount: \$20.11
V24525	MAR-CO EQUIPMENT COMPANY	05/26/2017	20329	480515161	COIL	\$72.41
MAR-CO EQUIPMENT COMPANY						Total Check Amount: \$72.41
V24526	SUSAN MARTIN	05/26/2017	23655	110404524	COUNSELNG SUPVN APR17	\$1,890.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SUSAN MARTIN						Total Check Amount: \$1,890.00
V24527	DALE MULLINS	05/26/2017	12794	110212111	TOTAL STATION TRNG	\$48.15
DALE MULLINS						Total Check Amount: \$48.15
V24528	O'DUFFY BROTHERS, INC.	05/26/2017	26216	420000000	CLOSED WATER ACCOUNT	\$1,551.16
O'DUFFY BROTHERS, INC.						Total Check Amount: \$1,551.16
V24529	PAVECO CONSTRUCTION, INC.	05/26/2017	23586	110515121	ASPHALT REPL:TAMARACK	\$6,086.11
		05/26/2017	23586	110515121	ASPHALT RPR:FIR ST	\$478.07
		05/26/2017	23586	110515121	ASPHALT RPR:LAUREL AV	\$441.00
		05/26/2017	23586	110515121	ASPHALT RPR:PUENTE ST	\$128.63
PAVECO CONSTRUCTION, INC.						Total Check Amount: \$7,133.81
V24530	RICHARDS, WATSON & GERSHON	05/26/2017	8978	110000000	0116 REIMB WORK MAR17	\$10,151.50
		05/26/2017	8978	110111112	0124 RA COLLENDER MAR	\$410.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$10,561.50
V24531	RPW SERVICES, INC.	05/26/2017	3791	360515147	SPRAY FOR FLEAS/TICKS	\$180.00
		05/26/2017	3791	510707936	LANDSCAPING @ BCC	\$700.00
RPW SERVICES, INC.						Total Check Amount: \$880.00
V24532	SC FUELS	05/26/2017	16654	480515161	CLR CARB ULS 1793 GAL	\$3,749.63
		05/26/2017	16654	480515161	UNL ETH 3182 GAL	\$7,633.53
SC FUELS						Total Check Amount: \$11,383.16
V24533	SHARPER IMAGE COLLISION	05/26/2017	24443	480515161	PD K9 ACCIDENT REPAIR	\$3,414.42
SHARPER IMAGE COLLISION						Total Check Amount: \$3,414.42
V24534	SIGN-A-RAMA	05/26/2017	12440	510707936	LANDSCAPE SIGNS	\$202.68
SIGN-A-RAMA						Total Check Amount: \$202.68
V24535	SIMPLEXGRINNELL LP	05/26/2017	2567	490515151	FIRE PANEL SERVICE @ BCC	\$244.53
SIMPLEXGRINNELL LP						Total Check Amount: \$244.53
V24536	SITEONE LANDSCAPE SUPPLY, LLC	05/26/2017	25942	110515143	IRRIGATION PARTS	\$44.65
SITEONE LANDSCAPE SUPPLY, LLC						Total Check Amount: \$44.65
V24537	SMART & FINAL	05/26/2017	3269	110404217	TEEN FOOD	\$134.58
		05/26/2017	3269	110404429	ASP CAFE	\$207.01
		05/26/2017	3269	110404429	ASP CAFE/COOKING CLUB	\$300.40
		05/26/2017	3269	110404521	CENTENNIAL TRAVEL GRP	\$215.09
		05/26/2017	3269	110404521	FRIDAY LUNCH	\$197.05
		05/26/2017	3269	110404521	MOTHERS DAY PARTY	\$78.59
SMART & FINAL						Total Check Amount: \$1,132.72
V24538	SPILLMAN TECHNOLOGIES, INC.	05/26/2017	26570	172212141	PDCAD/RMS:DUE@INSTLTN	\$80,705.00
SPILLMAN TECHNOLOGIES, INC.						Total Check Amount: \$80,705.00
V24539	STANLEY CONVERGENT SECURITY SOLUTN	05/26/2017	20069	110515125	MO. MONITORING:DT PS2	\$100.38
STANLEY CONVERGENT SECURITY SOLUTN						Total Check Amount: \$100.38

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24540	STAPLES TECHNOLOGY SOLUTIONS	05/26/2017	22888	110141471	INK TONERS	\$888.82
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$888.82
V24541	TARGET SPECIALITY PRODUCTS	05/26/2017	19444	110515144	FERTILIZER	\$647.26
TARGET SPECIALITY PRODUCTS					Total Check Amount:	\$647.26
V24542	TERRY'S TESTING, INC.	05/26/2017	9217	110515141	BACKFLOW REPAIRS	\$230.00
		05/26/2017	9217	110515143	BACKFLOW REPAIRS	\$3,375.00
TERRY'S TESTING, INC.					Total Check Amount:	\$3,605.00
V24543	THOMSON REUTERS - WEST	05/26/2017	22020	110111112	SUBSCRIPTION	\$382.80
		05/26/2017	22020	110212121	WEST INFO CHGS APR17	\$345.18
THOMSON REUTERS - WEST					Total Check Amount:	\$727.98
V24544	THYSSENKRUPP ELEVATOR	05/26/2017	10308	490515151	QRTLY SERVICE @ CCC	\$6,752.93
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$6,752.93
V24545	TITAN WATER TECHNOLOGY, INC.	05/26/2017	25776	490515151	WATER TREATMENT MAY17	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V24546	TRINITY SOUND COMPANY	05/26/2017	11364	110404312	SOUND:CNTNL PARADE	\$1,250.00
TRINITY SOUND COMPANY					Total Check Amount:	\$1,250.00
V24547	TROPICAL PLAZA NURSERY, INC	05/26/2017	2062	346515112	IRRIGATION REPAIR	\$59.92
		05/26/2017	2062	347515112	IRRIGATION REPAIR	\$55.29
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$115.21
V24548	TURBO DATA SYSTEMS, INC.	05/26/2017	1472	110212122	CITATION PROC APR17	\$2,474.70
		05/26/2017	1472	110212132	HH LEASE TPM APR17	\$258.60
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$2,733.30
V24549	UNDERGROUND SERVICE ALERT/SC	05/26/2017	4537	420515131	UNDERGROUND TICKETS	\$132.00
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$132.00
V24550	UNITED ROTARY BRUSH CORPORATION	05/26/2017	16649	480515161	SWEEPER BROOMS (2)	\$400.84
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$400.84
V24551	US METRO GROUP, INC.	05/26/2017	24814	490515151	EXTR SVC:JEWELRY SHOW	\$262.50
		05/26/2017	24814	490515151	EXTR SVC:SPRNG BOUTQE	\$412.50
		05/26/2017	24814	490515151	JANITORIAL SVCS APR17	\$31,362.63
		05/26/2017	24814	490515151	JANITORIAL SVCS MAR17	\$32,675.13
US METRO GROUP, INC.					Total Check Amount:	\$64,712.76
V24552	VISTA PAINT CORPORATION	05/26/2017	4573	490515151	PAINT PROJECT:CCC	\$63.29
		05/26/2017	4573	490515151	PAINT PROJECT:SR CTR	\$16.45
VISTA PAINT CORPORATION					Total Check Amount:	\$79.74
V24553	VORTEX	05/26/2017	15007	490515151	P-2 GATE REPAIR @ CCC	\$1,531.24
VORTEX					Total Check Amount:	\$1,531.24
V24554	WALTERS WHOLESALE ELECTRIC	05/26/2017	1667	490515151	ELECTRIC REPAIR @ CCC	\$102.41
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$102.41
V24555	WAXIE SANITARY SUPPLY	05/26/2017	3332	490515151	TOWELS/STD ROLL	\$1,293.11

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WAXIE SANITARY SUPPLY					Total Check Amount:	\$1,293.11
V24556	RITA WENDLING	05/26/2017	25475	110111143	SPIRIT WK PRIZES/SUPP	\$252.97
RITA WENDLING					Total Check Amount:	\$252.97
V24557	WEST COAST ARBORISTS, INC.	05/26/2017	1556	110515125	TRIMMNG/XMASTREE CARE	\$5,879.79
		05/26/2017	1556	110515142	EMERGNCY TREE REMOVAL	\$1,287.90
		05/26/2017	1556	110515142	TRIMMNG/XMASTREE CARE	\$9,304.54
		05/26/2017	1556	110515142	TRMNG/PLNTNG/XMASTREE	\$5,940.72
		05/26/2017	1556	343515112	ARBORIST REPORT	\$489.28
		05/26/2017	1556	345515112	TREE TRIMMING	\$4,953.96
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$27,856.19
V24558	RICHARD WILDMAN	05/26/2017	26129	110212111	TOTAL STATION TRNG	\$48.15
RICHARD WILDMAN					Total Check Amount:	\$48.15
Voucher Subtotal						\$294,891.70
TOTAL						\$437,120.43

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175096	ERIN ADAMS	06/02/2017	26884	110404541	MICA 2ND PLACE	\$500.00
ERIN ADAMS						Total Check Amount: \$500.00
175097	ANAHEIM FULLERTON TOWING CO.	06/02/2017	1691	480515161	1201 TOW TO CITY YARD	\$375.00
ANAHEIM FULLERTON TOWING CO.						Total Check Amount: \$375.00
175098	ASBURY ENVIRONMENTAL SERVICES	06/02/2017	9144	480515161	FILTERS DISPOSAL	\$55.00
ASBURY ENVIRONMENTAL SERVICES						Total Check Amount: \$55.00
175099	ASHLEY STEPHEN ASHLEY	06/02/2017	26882	110404541	MICA:STAFF PICK AWARD	\$100.00
ASHLEY STEPHEN ASHLEY						Total Check Amount: \$100.00
175100	AT&T CALNET	06/02/2017	20391	110141471	3393430772 831 3/28	\$120.00
		06/02/2017	20391	110141471	7145296233 817 3/28	\$2.18
		06/02/2017	20391	110141471	7149905037 763 3/28	\$0.04
		06/02/2017	20391	110141471	9391011961 3/28	\$230.19
		06/02/2017	20391	110141471	9391011963 3/28	\$19.66
		06/02/2017	20391	110141471	9391011965 3/28	\$38.12
		06/02/2017	20391	110141471	9391011966 3/28	\$55.16
		06/02/2017	20391	110141471	9391011971 3/28	\$37.46
		06/02/2017	20391	110141471	9391011972 3/28	\$151.94
		06/02/2017	20391	110141471	9391011973 3/28	\$39.37
		06/02/2017	20391	110141471	9391011975 3/28	\$3,932.89
		06/02/2017	20391	110141471	9391011976 3/28	\$897.87
		06/02/2017	20391	110141471	9391011978 3/28	\$770.75
		06/02/2017	20391	110141471	9391011979 3/28	\$82.11
		06/02/2017	20391	110141471	9391023157 3/28	\$19.66
		06/02/2017	20391	110141471	9391023158 3/28	\$32.56
		06/02/2017	20391	110141471	9391023159 3/28	\$20.28
		06/02/2017	20391	110141471	9391052504 3/28	\$274.15
		06/02/2017	20391	110141471	9391052507 3/28	\$274.15
		06/02/2017	20391	110141471	9391057787 3/28	\$351.25
		06/02/2017	20391	110141471	9391060716 3/28	\$165.70
		06/02/2017	20391	420515131	9391011964 3/28	\$37.41
		06/02/2017	20391	420515131	9391011967 3/28	\$0.16
		06/02/2017	20391	420515131	9391011977 3/28	\$634.73
AT&T CALNET						Total Check Amount: \$8,187.79
175101	AT&T CALNET	06/02/2017	20391	110141471	9391011962 4/13	\$19.72
AT&T CALNET						Total Check Amount: \$19.72
175102	AT&T CALNET	06/02/2017	20391	110141471	7148540763155 4/15	\$75.48
AT&T CALNET						Total Check Amount: \$75.48
175103	AT&T CALNET	06/02/2017	20391	110141471	9391011968 4/22	\$20.27

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AT&T CALNET					Total Check Amount:	\$20.27
175104	CARLOS BELTRAN	06/02/2017	26885	110404541	MICA:SOLO SHOW AWARD	\$350.00
CARLOS BELTRAN					Total Check Amount:	\$350.00
175105	BREA FIREFIGHTERS ASSOCIATION	06/02/2017	17883	110222211	FD CHALLENGE COINS	\$600.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$600.00
175106	CALIFORNIA NEWSPAPER PARTNERSHIP	06/02/2017	26287	110404312	CENTNNIAL CELEB ADVRT	\$1,623.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$1,623.00
175107	CANNINGS ACE HARDWARE	06/02/2017	15828	480515161	SHOP SUPPLIES	\$59.03
CANNINGS ACE HARDWARE					Total Check Amount:	\$59.03
175108	DEBBIE CARLSON	06/02/2017	25495	110404541	MICA:MAYOR'S CHOICE	\$100.00
DEBBIE CARLSON					Total Check Amount:	\$100.00
175109	CINTAS FAS	06/02/2017	24347	110404211	BCC 1ST AID SUPPLIES	\$59.21
CINTAS FAS					Total Check Amount:	\$59.21
175110	CITY OF FULLERTON	06/02/2017	12001	110222211	SHRD CMND 12/31-3/24	\$77,452.39
		06/02/2017	12001	110222212	SHRD CMND 12/31-3/24	\$33,172.97
		06/02/2017	12001	110222221	SHRD CMND 12/31-3/24	\$74,184.31
		06/02/2017	12001	110222223	SHRD CMND 12/31-3/24	\$1,272.62
		06/02/2017	12001	110222231	SHRD CMND 12/31-3/24	\$12,044.85
CITY OF FULLERTON					Total Check Amount:	\$198,127.14
175111	CLIMATEC	06/02/2017	23618	490515151	ALERTON TECHSUPP 0417	\$438.57
CLIMATEC					Total Check Amount:	\$438.57
175112	COUNTY OF ORANGE	06/02/2017	4799	110212131	COMM CHGS BR2 APR17	\$100.00
COUNTY OF ORANGE					Total Check Amount:	\$100.00
175113	CREATE A PARTY RENTALS	06/02/2017	7113	110404312	CENTENNIAL PCNC EQUIP	\$5,854.68
CREATE A PARTY RENTALS					Total Check Amount:	\$5,854.68
175114	CSUF, UNIVERSITY EXTENDED EDUCATION	06/02/2017	19358	110141481	LDRSHP DEV-ADMIN SVCS	\$1,400.00
		06/02/2017	19358	110141481	LDRSHP DEV-COMM DEVLP	\$1,400.00
		06/02/2017	19358	110141481	LDRSHP DEV-COMM SVCS	\$1,400.00
		06/02/2017	19358	110141481	LDRSHP DEV-MGMT SVCS	\$1,400.00
CSUF, UNIVERSITY EXTENDED EDUCATION					Total Check Amount:	\$5,600.00
175115	CHARLES DANIEL	06/02/2017	26899	420000000	CLOSED WATER ACCOUNT	\$44.78
CHARLES DANIEL					Total Check Amount:	\$44.78
175116	KYM DE LOS REYES	06/02/2017	26886	110404541	MICA:STAFF PICK AWARD	\$100.00
KYM DE LOS REYES					Total Check Amount:	\$100.00
175117	ROY DEEBLE	06/02/2017	26898	420000000	CLOSED WATER ACCOUNT	\$7.63
ROY DEEBLE					Total Check Amount:	\$7.63
175118	ANNA LUISA DELGADO	06/02/2017	26887	110404541	MICA:STAFF PICK AWARD	\$100.00
ANNA LUISA DELGADO					Total Check Amount:	\$100.00
175119	DIAMOND ENVIRONMENTAL	06/02/2017	24310	110404312	CNTNL PARADE/PCNIC RR	\$1,760.29

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DIAMOND ENVIRONMENTAL						Total Check Amount: \$1,760.29
175120	DIESEL EXHAUST & EMISSIONS, L.L.C.	06/02/2017	19406	480515161	20010 REGENERATE DPF	\$495.00
DIESEL EXHAUST & EMISSIONS, L.L.C.						Total Check Amount: \$495.00
175121	EDISON CO	06/02/2017	3343	110515121	ELECTRICITY APR-MAY17	\$708.46
		06/02/2017	3343	510707285	ELECTRICITY APR-MAY17	\$87.69
EDISON CO						Total Check Amount: \$796.15
175122	FRANCHISE TAX BOARD	06/02/2017	13287	110	CD 912-02824 052617	\$180.30
FRANCHISE TAX BOARD						Total Check Amount: \$180.30
175123	FRANCHISE TAX BOARD/ST OF CALIF	06/02/2017	12043	110	550572557 052617 PR	\$75.00
FRANCHISE TAX BOARD/ST OF CALIF						Total Check Amount: \$75.00
175124	FRONTIER COMMUNICATIONS	06/02/2017	26183	110141471	562 1820146 5/16-6/15	\$44.14
FRONTIER COMMUNICATIONS						Total Check Amount: \$44.14
175125	THE GAS COMPANY	06/02/2017	3749	490515151	GAS APR/MAY 2017	\$88.30
THE GAS COMPANY						Total Check Amount: \$88.30
175126	GENCORE CANDEO LTD	06/02/2017	20834	110212131	GW3 SITE MONITOR	\$2,000.00
GENCORE CANDEO LTD						Total Check Amount: \$2,000.00
175127	GIBSON TRANSPORTATION CONSULTING	06/02/2017	22903	110000000	BREA PL PKG STUDY	\$2,468.67
GIBSON TRANSPORTATION CONSULTING						Total Check Amount: \$2,468.67
175128	IRENE GUYTRON	06/02/2017	26891	110	REFUND CNTNL SHIRT	\$10.00
IRENE GUYTRON						Total Check Amount: \$10.00
175129	DHRUVA HARDAS	06/02/2017	26897	420000000	CLOSED WATER ACCOUNT	\$23.01
DHRUVA HARDAS						Total Check Amount: \$23.01
175130	CHAD HORN	06/02/2017	26889	110404541	MICA FIRST PLACE	\$750.00
CHAD HORN						Total Check Amount: \$750.00
175131	HELENA HSIEH	06/02/2017	26888	110404541	MICA:DIRECTORS AWARD	\$200.00
HELENA HSIEH						Total Check Amount: \$200.00
175132	INTELLI-TECH	06/02/2017	8774	110141471	PRINTER	\$656.20
		06/02/2017	8774	110141471	RETURNED HP PRINTER	(\$383.13)
INTELLI-TECH						Total Check Amount: \$273.07
175133	NAOTO ISHIKAWA	06/02/2017	26883	110404541	MICA:STAFF PICK AWARD	\$100.00
NAOTO ISHIKAWA						Total Check Amount: \$100.00
175134	JEFF JONES	06/02/2017	26896	420000000	CLOSED WATER ACCOUNT	\$146.33
JEFF JONES						Total Check Amount: \$146.33
175135	KWIK KLEEN	06/02/2017	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN						Total Check Amount: \$150.00
175136	EVELYN LI	06/02/2017	26549	420000000	CLOSED WATER ACCOUNT	\$17.22
EVELYN LI						Total Check Amount: \$17.22
175137	LIBERTY PAPER	06/02/2017	26137	110141441	120 CS MLTI PURP PAPR	\$3,790.80
LIBERTY PAPER						Total Check Amount: \$3,790.80

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175138	LIFE FITNESS	06/02/2017	1841	181404250	HD ATHLETIC HALF RACK	\$1,573.75
		06/02/2017	1841	181404250	INTEGRITY TRDMILLS (2)	\$8,889.11
		06/02/2017	1841	181404250	OPTIMA SER HIP AB/AD	\$2,309.27
LIFE FITNESS					Total Check Amount:	\$12,772.13
175139	MCCALL'S METER SALES & SERVICE	06/02/2017	12506	420515131	METER	\$6,262.16
MCCALL'S METER SALES & SERVICE					Total Check Amount:	\$6,262.16
175140	MOTOROLA SOLUTIONS, INC.	06/02/2017	22012	172222221	MULTI-KEY ENCRYPTION	\$94,973.65
MOTOROLA SOLUTIONS, INC.					Total Check Amount:	\$94,973.65
175141	NDS, LLC (NORCO DELIVERY SERVICES)	06/02/2017	25312	110141441	PRESORT MAILSVCS MAY17	\$235.40
		06/02/2017	25312	110141441	PRESORT POSTAGE APR17	\$48.04
NDS, LLC (NORCO DELIVERY SERVICES)					Total Check Amount:	\$283.44
175142	NETWORKFLEET INC.	06/02/2017	25293	480515161	ADDL GPS FEES AUG15	\$219.50
		06/02/2017	25293	480515161	ADDL GPS FEES JUL15	\$219.50
		06/02/2017	25293	480515161	GPS FEES APR 2017	\$969.00
NETWORKFLEET INC.					Total Check Amount:	\$1,408.00
175143	THU VAN THI NGUYEN	06/02/2017	26894	420000000	CLOSED WATER ACCOUNT	\$34.68
THU VAN THI NGUYEN					Total Check Amount:	\$34.68
175144	OFFICE DEPOT, INC	06/02/2017	4743	110141481	FILE FOLDERS	\$4.97
OFFICE DEPOT, INC					Total Check Amount:	\$4.97
175145	OMNI CONCEPTS	06/02/2017	22088	110404211	PM SERVICE TO WALLS	\$907.33
OMNI CONCEPTS					Total Check Amount:	\$907.33
175146	ORANGE CTY INDOOR SHOOTING RANGE	06/02/2017	13157	110212131	POLICE AMMUNITION	\$288.80
ORANGE CTY INDOOR SHOOTING RANGE					Total Check Amount:	\$288.80
175147	PLUMBING WHOLESALE OUTLET, INC.	06/02/2017	18392	420515131	PLUMBING SUPPLIES	\$9.75
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$9.75
175148	PROGISTICS	06/02/2017	26845	110404211	FLOOR MAT FREIGHT	\$86.84
PROGISTICS					Total Check Amount:	\$86.84
175149	PUENTE HILLS FORD	06/02/2017	25742	480515161	FAN MOTOR/ RELAY	\$494.05
		06/02/2017	25742	480515161	MOLDING/ PANEL	\$49.54
		06/02/2017	25742	480515161	SIDE REAR VIEW MIRROR	\$36.19
PUENTE HILLS FORD					Total Check Amount:	\$579.78
175150	RED HAWK FIRE & SECURITY	06/02/2017	24636	110141471	SEMI-ANNL HALON INSP	\$375.00
RED HAWK FIRE & SECURITY					Total Check Amount:	\$375.00
175151	SARA ROBERTS	06/02/2017	26890	110404541	MICA THIRD PLACE	\$250.00
SARA ROBERTS					Total Check Amount:	\$250.00
175152	ROBERTSON'S	06/02/2017	3464	420515131	SLURRY	\$956.28
ROBERTSON'S					Total Check Amount:	\$956.28
175153	RSG, INC.	06/02/2017	26650	280323215	AFF HSG MONTRNG APR17	\$3,235.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
RSG, INC.						Total Check Amount: \$3,235.00
175154	SADDLEBACK COLLEGE	06/02/2017	26047	110222222	TUITION SPRING 2017	\$1,208.00
SADDLEBACK COLLEGE						Total Check Amount: \$1,208.00
175155	JAVIER SALAS	06/02/2017	26171	110	REFUND: SHORT CLASS	\$9.00
JAVIER SALAS						Total Check Amount: \$9.00
175156	SAM'S CLUB DIRECT	06/02/2017	10123	110111143	SPIRIT WEEK SUPPLIES	\$262.00
		06/02/2017	10123	110404523	PROGRAM SUPPLIES	\$190.52
SAM'S CLUB DIRECT						Total Check Amount: \$452.52
175157	MAGDY SEIF	06/02/2017	26895	420000000	CLOSED WATER ACCOUNT	\$110.60
MAGDY SEIF						Total Check Amount: \$110.60
175158	SHEA HOMES	06/02/2017	6597	420000000	CLOSED WATER ACCOUNT	\$263.73
SHEA HOMES						Total Check Amount: \$263.73
175159	STAR AUTO SERVICE	06/02/2017	20886	480515161	FRONT END ALIGNMENT	\$55.00
STAR AUTO SERVICE						Total Check Amount: \$55.00
175160	STAR PAPER	06/02/2017	13639	110141441	PAPER	\$1,254.53
STAR PAPER						Total Check Amount: \$1,254.53
175161	TERRY SWINDLE	06/02/2017	26881	110000000	REFUND BREA MSM PERMT	\$69.00
TERRY SWINDLE						Total Check Amount: \$69.00
175162	TIFCO INDUSTRIES	06/02/2017	8995	480515161	DRLLBITS/ELECT TERMNL	\$427.55
TIFCO INDUSTRIES						Total Check Amount: \$427.55
175163	TIME WARNER CABLE	06/02/2017	19304	110141471	#8118 4/30-5/29	\$3,059.66
TIME WARNER CABLE						Total Check Amount: \$3,059.66
175164	TURNOUT MAINTENANCE COMPANY, LLC	06/02/2017	19898	110222221	FD CLOTHING REPAIR	\$298.14
TURNOUT MAINTENANCE COMPANY, LLC						Total Check Amount: \$298.14
175165	UNITED PARCEL SERVICE	06/02/2017	3174	110141441	SHIPPING CHGS APR/MAY	\$136.65
UNITED PARCEL SERVICE						Total Check Amount: \$136.65
175166	YORBA REGIONAL ANIMAL HOSPITAL	06/02/2017	18528	110212131	CHIEF:VACC/BTH/BOARD	\$103.87
YORBA REGIONAL ANIMAL HOSPITAL						Total Check Amount: \$103.87
Check Subtotal						\$365,741.64
V24564	ACTIVE NETWORK, INC.	06/02/2017	14295	110404211	ACTIVE NET CARD SWIPE	\$474.10
ACTIVE NETWORK, INC.						Total Check Amount: \$474.10
V24565	ADMINISTRATIVE & PROF	06/02/2017	3344	110	DED:4010 APEA DUES	\$552.00
ADMINISTRATIVE & PROF						Total Check Amount: \$552.00
V24566	THE AIR SHOP	06/02/2017	17597	480515161	26024 A/C REPAIR	\$593.52
THE AIR SHOP						Total Check Amount: \$593.52
V24567	AIRGAS USA, LLC	06/02/2017	22928	110222231	HELIUM	\$29.75
		06/02/2017	22928	110222231	HELIUM FOR OPENHOUSE	\$246.24
AIRGAS USA, LLC						Total Check Amount: \$275.99

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24568	ALLSTAR FIRE EQUIPMENT	06/02/2017	8353	110222221	PRO-TECH FUSION GLOVE	\$968.09
		06/02/2017	8353	110222221	TURNOUT PANTS	\$581.19
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$1,549.28
V24569	AVCOGAS PROPANE SALES & SERVICES	06/02/2017	22047	480515161	PROPANE FUEL	\$1,252.65
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,252.65
V24570	B & S GRAPHICS INC.	06/02/2017	24357	480515161	POLICE EV DECALS	\$154.08
B & S GRAPHICS INC.					Total Check Amount:	\$154.08
V24571	BEST LAWN MOWER SERVICE	06/02/2017	16230	480515161	CUTTER BARS/HARNESS	\$434.03
		06/02/2017	16230	480515161	LANDSCAPE CHAINSAW	\$476.26
BEST LAWN MOWER SERVICE					Total Check Amount:	\$910.29
V24572	BILL'S AUTO UPHOLSTERY	06/02/2017	10510	480515161	REUPHOLSTER 2 SEATS	\$270.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$270.00
V24573	BPSEA MEMORIAL FOUNDATION	06/02/2017	14990	110	DED:4050 MEMORIAL	\$239.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$239.50
V24574	BREA AUTO SERVICE	06/02/2017	12780	480515161	981K A/C REPAIR	\$544.77
BREA AUTO SERVICE					Total Check Amount:	\$544.77
V24575	BREA CITY EMPLOYEES ASSOCIATION	06/02/2017	3236	110	DED:4005 BCEA DUES	\$536.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$536.00
V24576	BREA DISPOSAL, INC	06/02/2017	3330	440515122	APR 2017 RES TONNAGE	\$63,908.50
BREA DISPOSAL, INC					Total Check Amount:	\$63,908.50
V24577	BREA FIREFIGHTERS ASSOCIATION	06/02/2017	3237	110	DED:4015 ASSOCAFLAC	\$18.34
		06/02/2017	3237	110	DED:4016 ASSOC DUES	\$2,325.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,343.34
V24578	BREA POLICE ASSOCIATION	06/02/2017	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V24579	BREA POLICE ATHLETIC LEAGUE	06/02/2017	1068	110	DED:5010 B.P.A.L.	\$122.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$122.50
V24580	BREA POLICE MANAGEMENT ASSOCIATION	06/02/2017	21189	110	DED:4019 LDF DUES	\$14.50
		06/02/2017	21189	110	DED:4020 ASSOC DUES	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$242.00
V24581	CANON FINANCIAL SERVICES, INC.	06/02/2017	20648	110141441	13-COPIER LEASE JUN17	\$3,514.76
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,514.76
V24582	CAR-GO ALTERNATOR & STARTER SUPPLY	06/02/2017	10820	480515161	ALTERNATOR CLUTCH PULLEY	\$102.84
CAR-GO ALTERNATOR & STARTER SUPPLY					Total Check Amount:	\$102.84
V24583	CLINICAL LABORATORY OF	06/02/2017	3390	420515131	WATER SAMPLING APR17	\$1,662.00
CLINICAL LABORATORY OF					Total Check Amount:	\$1,662.00
V24584	DANIELS TIRE SERVICE	06/02/2017	3133	480515161	VACTOR TRUCK TIRES	\$1,438.67
DANIELS TIRE SERVICE					Total Check Amount:	\$1,438.67

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24585	DOG DEALERS, INC	06/02/2017	3573	110404145	PUPPY KINDERGARTEN	\$43.00
DOG DEALERS, INC						Total Check Amount: \$43.00
V24586	EEC ENVIRONMENTAL	06/02/2017	25778	110515111	PROF SVCS 4/1-4/28/17	\$938.75
EEC ENVIRONMENTAL						Total Check Amount: \$938.75
V24587	GAIL EVERTSEN	06/02/2017	10141	110212111	MILEAGE MAY17	\$14.02
GAIL EVERTSEN						Total Check Amount: \$14.02
V24588	TONY FARAH	06/02/2017	24379	110404145	WOMEN'S SELF DEFENSE	\$60.00
TONY FARAH						Total Check Amount: \$60.00
V24589	FLEET SERVICES	06/02/2017	5658	480515161	AIR DRYER	\$500.28
		06/02/2017	5658	480515161	CHROME NUT COVERS	\$53.88
FLEET SERVICES						Total Check Amount: \$554.16
V24590	FUSCOE ENGINEERING, INC.	06/02/2017	18052	110000000	REDWOOD WQMP	\$957.00
		06/02/2017	18052	410515132	NPDES SVCS APR 2017	\$2,056.00
FUSCOE ENGINEERING, INC.						Total Check Amount: \$3,013.00
V24591	DON GOLDEN	06/02/2017	10729	110323242	INSP SVCS 5/12-5/25	\$11,407.00
DON GOLDEN						Total Check Amount: \$11,407.00
V24592	GRIFFIN STRUCTURES, INC.	06/02/2017	18352	510707903	SPRBLK CONS MGT APR17	\$17,595.00
GRIFFIN STRUCTURES, INC.						Total Check Amount: \$17,595.00
V24593	STAR HARO	06/02/2017	26893	110323231	APA NATIONAL CONF	\$394.91
STAR HARO						Total Check Amount: \$394.91
V24594	HI STANDARD AUTOMOTIVE, LLC	06/02/2017	2226	480515161	CODE 3 SIREN AMP	\$810.61
		06/02/2017	2226	480515161	WESTIN PD PUSH BUMPER	\$331.95
HI STANDARD AUTOMOTIVE, LLC						Total Check Amount: \$1,142.56
V24595	JAMES LEE HOWE	06/02/2017	5953	110404145	GOLF INSTRUCTOR	\$20.00
JAMES LEE HOWE						Total Check Amount: \$20.00
V24596	IRV SEAVER MOTORCYCLES	06/02/2017	18586	480515161	RESET SERVICE LIGHT	\$30.00
IRV SEAVER MOTORCYCLES						Total Check Amount: \$30.00
V24597	JACOBSEN WEST	06/02/2017	24302	480515161	CAP / THROTTLE CABLE	\$282.45
JACOBSEN WEST						Total Check Amount: \$282.45
V24598	KELLY PAPER	06/02/2017	7039	110141441	SUPPLIES	\$238.16
		06/02/2017	7039	110404215	PAPER	\$153.71
KELLY PAPER						Total Check Amount: \$391.87
V24599	KME KOVATCH MOBILE EQUIPMENT	06/02/2017	13369	480515161	1202 WATER LEVEL KIT	\$361.48
		06/02/2017	13369	480515161	23012 A/C REPAIR	\$1,260.00
KME KOVATCH MOBILE EQUIPMENT						Total Check Amount: \$1,621.48
V24600	TRAVIS KNABE	06/02/2017	25137	110222212	MILEAGE MAY17	\$143.92
TRAVIS KNABE						Total Check Amount: \$143.92
V24601	LONG BEACH BMW	06/02/2017	18120	480515161	1129 RESET SVC INDCTR	\$52.00
LONG BEACH BMW						Total Check Amount: \$52.00

City Check Register for: Jun 2, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24602	LOS ANGELES TRUCK CENTERS, LLC	06/02/2017	7300	480515161	WASHER CAP	\$10.04
LOS ANGELES TRUCK CENTERS, LLC						Total Check Amount: \$10.04
V24603	LUCAS BUILDERS, INC.	06/02/2017	26671	510707873	TRACKS S2/S3 RR APR17	\$606,752.27
LUCAS BUILDERS, INC.						Total Check Amount: \$606,752.27
V24604	MAR-CO EQUIPMENT COMPANY	06/02/2017	20329	480515161	EXT-PLATE	\$231.30
		06/02/2017	20329	480515161	PLASTIC CLAMPS	\$47.73
		06/02/2017	20329	480515161	RIGHT BROOM ARM BRACKET	\$197.35
MAR-CO EQUIPMENT COMPANY						Total Check Amount: \$476.38
V24605	MUNICIPAL WATER DISTRICT	06/02/2017	3784	420515131	WATER DELIVERY APR17	\$84,397.48
MUNICIPAL WATER DISTRICT						Total Check Amount: \$84,397.48
V24606	MYERS AND SONS	06/02/2017	21624	480515161	DISPLAY PANEL	\$836.57
MYERS AND SONS						Total Check Amount: \$836.57
V24607	KAREN O'LEARY	06/02/2017	26080	110111161	FRED PRYOR TRAINING	\$29.09
KAREN O'LEARY						Total Check Amount: \$29.09
V24608	ORANGE COUNTY UNITED WAY	06/02/2017	3451	110	DED:5005 UNITED WAY	\$47.40
ORANGE COUNTY UNITED WAY						Total Check Amount: \$47.40
V24609	PAVECO CONSTRUCTION, INC.	06/02/2017	23586	510707442	WTR UTIL RPR:VALENCIA	\$611.17
PAVECO CONSTRUCTION, INC.						Total Check Amount: \$611.17
V24610	PETROLEUM MARKETING EQUIPMENT	06/02/2017	9282	480515161	FUEL HOSE	\$467.39
PETROLEUM MARKETING EQUIPMENT						Total Check Amount: \$467.39
V24611	LAURA PIERCE	06/02/2017	24465	110323212	NOTARY TRNG & PACKAGE	\$51.77
LAURA PIERCE						Total Check Amount: \$51.77
V24612	ANILEECE PUGMIRE	06/02/2017	26223	110404215	MASSAGE THERAPIST BCC	\$506.00
ANILEECE PUGMIRE						Total Check Amount: \$506.00
V24613	RAY-LITE INDUSTRIES, INC.	06/02/2017	19800	490515152	M.H. BALLAST KIT @ CCC	\$61.96
RAY-LITE INDUSTRIES, INC.						Total Check Amount: \$61.96
V24614	RICHARDS, WATSON & GERSHON	06/02/2017	8978	110111112	164 SHADETREE CIR APR	\$460.00
		06/02/2017	8978	510707251	0145 57/LAMBERT APR17	\$451.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$911.00
V24615	SMART & FINAL	06/02/2017	3269	110404521	CENTENNIAL TRAVEL GRP	\$31.16
		06/02/2017	3269	110404521	FRIDAY LUNCH	\$58.30
		06/02/2017	3269	110404521	SUPPLIES	\$20.02
		06/02/2017	3269	110404521	VOLUNTEER MEETING	\$20.98
SMART & FINAL						Total Check Amount: \$130.46
V24616	SPECTRUM GAS PRODUCTS, INC.	06/02/2017	16060	110222222	OXYGEN	\$37.30
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount: \$37.30
V24617	STAPLES TECHNOLOGY SOLUTIONS	06/02/2017	22888	110404311	TONER	\$343.86
STAPLES TECHNOLOGY SOLUTIONS						Total Check Amount: \$343.86

City Check Register for: Jun 2, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24618	STERICYCLE, INC.	06/02/2017	11925	110212121	STERI-SAFE MAY 2017	\$436.22
STERICYCLE, INC.					Total Check Amount:	\$436.22
V24619	SUPERION	06/02/2017	26879	110141471	ASP BACKUP SVC JUN17	\$1,730.88
		06/02/2017	26879	420141421	WEBCONF-COGNOS REPTRS	\$120.00
SUPERION					Total Check Amount:	\$1,850.88
V24620	THOMSON REUTERS - WEST	06/02/2017	22020	110111112	FEB-MAR SUBSCR CHGS	\$94.00
		06/02/2017	22020	110111112	JAN-FEB PROD CHGS	\$80.82
		06/02/2017	22020	110111112	JAN-FEB SUBSCR CHGS	\$94.00
		06/02/2017	22020	110111112	MAR-APR SUBSCR CHGS	\$94.00
THOMSON REUTERS - WEST					Total Check Amount:	\$362.82
V24621	TOTAL ADMINISTRATIVE SERVICE CORP.	06/02/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
		06/02/2017	26017	110	DED:808C FSA UR MED	\$4,905.38
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,557.87
V24622	TRENCH SHORING COMPANY	06/02/2017	16935	420515131	PLATE RENTAL	\$360.00
TRENCH SHORING COMPANY					Total Check Amount:	\$360.00
V24623	TRIMAX SYSTEMS INC	06/02/2017	24557	420515131	TELEMETRY	\$1,040.00
TRIMAX SYSTEMS INC					Total Check Amount:	\$1,040.00
V24624	UNITED ROTARY BRUSH CORPORATION	06/02/2017	16649	480515161	SWEEPER BROOMS (3)	\$300.62
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$300.62
V24625	VERITIV OPERATING COMPANY	06/02/2017	26025	110141441	PAPER	\$1,594.37
VERITIV OPERATING COMPANY					Total Check Amount:	\$1,594.37
V24626	VORTEX	06/02/2017	15007	490515151	REPLACE WOOD DOORS, FS 1	\$874.30
VORTEX					Total Check Amount:	\$874.30
V24627	WAXIE SANITARY SUPPLY	06/02/2017	3332	490515151	TOWELS/STD ROLLS	\$1,111.54
WAXIE SANITARY SUPPLY					Total Check Amount:	\$1,111.54
V24628	WEST COAST SAND & GRAVEL, INC.	06/02/2017	11519	420515131	BASE	\$534.95
		06/02/2017	11519	420515131	SAND	\$369.80
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$904.75
V24629	FANG-ZHOU ZHOU	06/02/2017	26892	110323231	APA NATIONAL CONF	\$1,686.72
FANG-ZHOU ZHOU					Total Check Amount:	\$1,686.72
Voucher Subtotal						\$834,591.14

TOTAL \$1,200,332.78

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/06/2017

SUBJECT: Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for
Period Ending April 30, 2017

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Treasurer's Report contains information on the investment activities for the month of April 2017. Funds received by the Successor Agency are typically spent within 3-6 months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested by the City. As of April 30, 2017, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$2,607,870.43 in comparison to \$2,606,074.24 at March 31, 2017. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of April 30, 2017, the market value of these funds, including short-term cash and accrued interest was \$27,591,814.41 as compared to \$27,557,070.94 as of March 31, 2017.

FISCAL IMPACT/SUMMARY

During the month of April, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$1,796.19 due to accrued interest. The total value of the restricted cash and investments increased by \$34,743.47 due to accrued interest.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
April 30, 2017

			Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$	833,383.97	\$ 833,383.97
Local Agency Investment Fund	LAIF	\$	2,605,981.51	\$ 2,607,870.43
<u>Fiscal Agent Cash & Investments</u>				
2003 Tax Allocation Bonds	Chandler/BNY	\$	366,921.68	\$ 366,921.68
2004 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$	327,486.83	\$ 327,486.83
2011 Tax Allocation Bonds, Series A	Chandler/BNY	\$	14,817,059.88	\$ 14,815,459.89
2011 Tax Allocation Bonds, Series B	Chandler/BNY	\$	1,493,606.36	\$ 1,501,276.24
2013 Tax Allocation Bonds	Chandler/BNY	\$	8,967,938.70	\$ 8,967,938.70
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$	1,612,731.07	\$ 1,612,731.07
Sub-total - Fiscal Agent Cash & Investments			\$ 27,585,744.52	\$ 27,591,814.41
Grand Total			\$ 31,025,110.00	\$ 31,033,068.81

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency

Cash and Investment Information

April 30, 2017

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
	2003 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 366,921.68	\$ 366,921.68
	Sub-total	\$ 366,921.68	\$ 366,921.68
	2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 327,486.83	\$ 327,486.83
	Sub-total	\$ 327,486.83	\$ 327,486.83
10156	2011 Tax Allocation Bonds, Series A - CHANDLER	\$ 1,923,551.11	\$ 1,934,375.66
	Short-Term Treasury Funds - BNY	\$ 12,893,508.77	\$ 12,881,084.23
	Sub-total	\$ 14,817,059.88	\$ 14,815,459.89
10157	2011 Tax Allocation Bonds, Series B - CHANDLER	\$ 1,028,078.92	\$ 1,035,748.80
	Short-Term Treasury Funds - BNY	\$ 465,527.44	\$ 465,527.44
	Sub-total	\$ 1,493,606.36	\$ 1,501,276.24
	2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 8,967,938.70	\$ 8,967,938.70
	Sub-total	\$ 8,967,938.70	\$ 8,967,938.70
	2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,612,731.07	\$ 1,612,731.07
	Sub-total	\$ 1,612,731.07	\$ 1,612,731.07
Report Grand Total		\$ 27,585,744.52	\$ 27,591,814.41



PORTFOLIO CHARACTERISTICS

Average Duration	0.00
Average Coupon	0.90 %
Average Purchase YTM	0.90 %
Average Market YTM	0.90 %
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

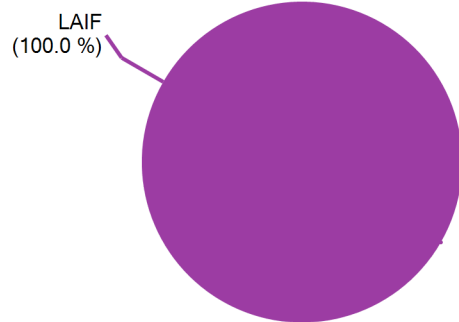
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	2,601,248	2,605,982
Accrued Interest	4,790	1,889
Total Market Value	2,606,038	2,607,870
Income Earned	1,809	1,832
Cont/WD		0
Par	2,601,248	2,605,982
Book Value	2,601,248	2,605,982
Cost Value	2,601,248	2,605,982

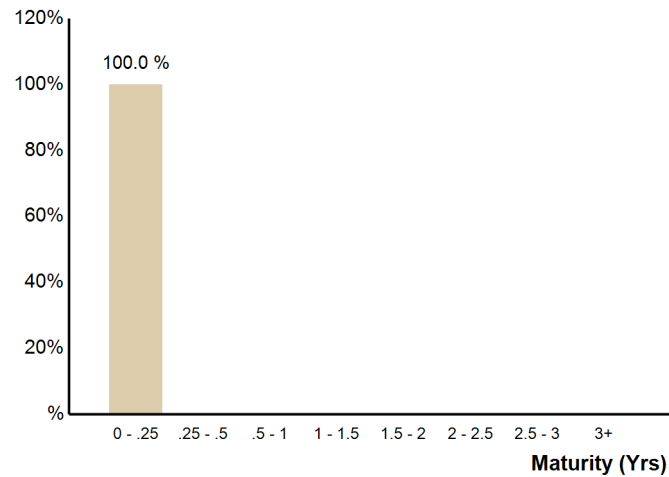
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	100.0 %
	100.0 %

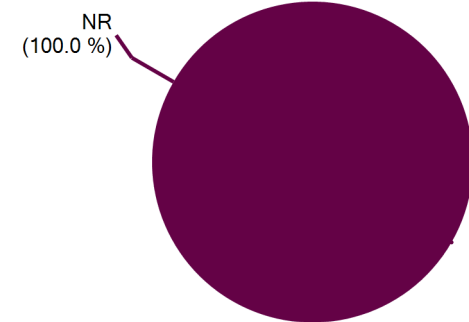
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	2,605,981.51	Various 0.90 %	2,605,981.51 2,605,981.51	1.00 0.90 %	2,605,981.51 1,888.92	100.00 % 0.00	NR / NR NR	0.00 0.00
Total LAIF		2,605,981.51	0.90 %	2,605,981.51 2,605,981.51	0.90 %	2,605,981.51 1,888.92	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		2,605,981.51	0.90 %	2,605,981.51 2,605,981.51	0.90 %	2,605,981.51 1,888.92	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						2,607,870.43			



PORTFOLIO CHARACTERISTICS

Average Duration	2.90
Average Coupon	1.44 %
Average Purchase YTM	1.57 %
Average Market YTM	1.52 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.99 yrs
Average Life	2.99 yrs

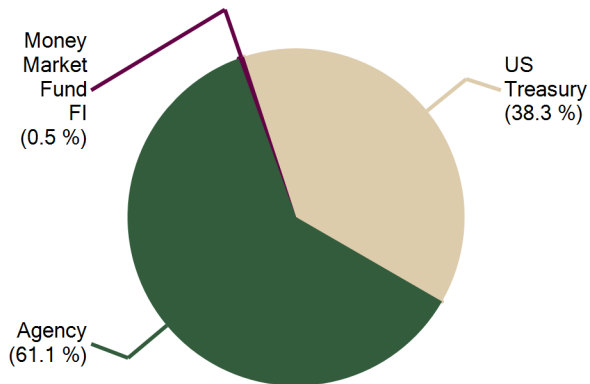
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	1,921,153	1,928,711
Accrued Interest	6,536	5,665
Total Market Value	1,927,689	1,934,376
Income Earned	2,549	2,514
Cont/WD		0
Par	1,931,992	1,935,181
Book Value	1,926,125	1,929,510
Cost Value	1,920,363	1,923,551

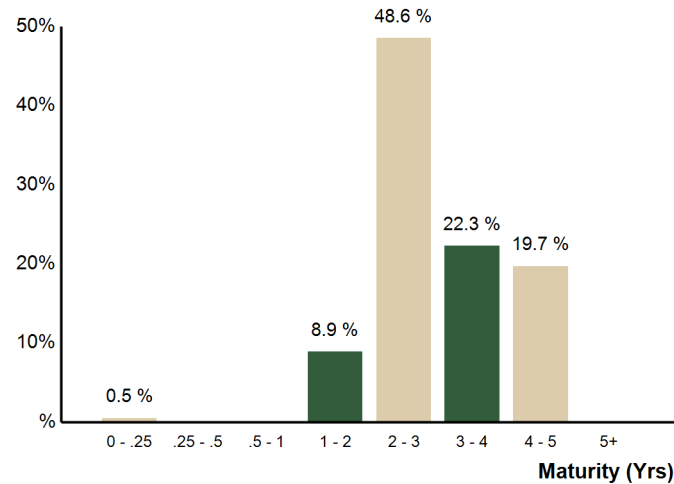
TOP ISSUERS

Issuer	% Portfolio
Government of United States	38.3 %
Federal National Mortgage Assoc	24.3 %
Federal Home Loan Bank	20.8 %
Federal Home Loan Mortgage Corp	16.0 %
AIM STIT-Treasury Portfolio	0.5 %
	100.0 %

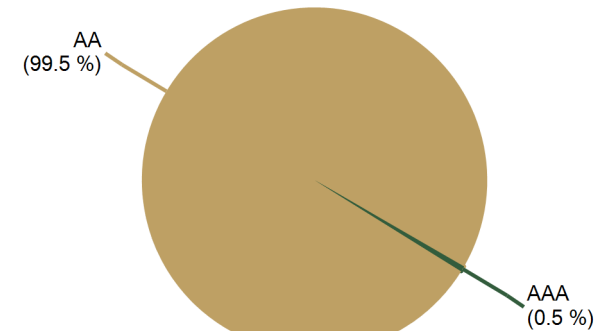
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			7/31/2011	Since 7/31/2011
					3 Yrs	5 Yrs	10 Yrs		
2011A TABS, Successor Agency to the Brea Redevelopm	0.35 %	0.60 %	0.78 %	0.12 %	1.65 %	1.34 %	N/A	1.62 %	9.68 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	0.80 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$1,926,124.62
<u>Acquisition</u>	
+ Security Purchases	\$0.00
+ Money Market Fund Purchases	\$3,188.53
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$3,188.53
<u>Dispositions</u>	
- Security Sales	\$0.00
- Money Market Fund Sales	\$0.00
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$0.00
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$197.04
	\$197.04
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$0.00
	\$0.00
Ending Book Value	\$1,929,510.19

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$6,992.48
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$0.00
Accrued Interest Received	\$0.00
Interest Received	\$3,187.50
Dividend Received	\$1.03
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$3,188.53
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$0.00
Accrued Interest Paid	\$0.00
Total Dispositions	\$0.00
Ending Book Value	\$10,181.01



Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	170,000.00	03/18/2014 1.69 %	171,509.60 170,553.30	100.93 1.35 %	171,579.30 637.50	8.90 % 1,026.00	Aaa / AA+ AAA	1.81 1.76
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	175,000.00	09/09/2014 1.84 %	170,220.75 172,800.37	99.67 1.40 %	174,416.03 546.88	9.04 % 1,615.66	Aaa / AA+ AAA	2.25 2.21
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	150,000.00	11/17/2014 1.77 %	149,848.50 149,925.58	100.70 1.45 %	151,055.10 357.29	7.83 % 1,129.52	Aaa / AA+ AAA	2.37 2.31
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	135,000.00	03/25/2015 1.40 %	134,107.65 134,522.21	99.46 1.48 %	134,267.90 135.94	6.95 % (254.31)	Aaa / AA+ AAA	2.42 2.37
313383HU8	FHLB Note 1.75% Due 6/12/2020	130,000.00	06/26/2015 1.87 %	129,282.40 129,548.82	100.50 1.58 %	130,650.00 878.40	6.80 % 1,101.18	Aaa / AA+ NR	3.12 3.00
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	150,000.00	03/11/2016 1.64 %	148,140.00 148,566.29	98.80 1.70 %	148,203.30 418.23	7.68 % (362.99)	Aaa / AA+ AAA	3.81 3.67
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	125,000.00	10/27/2016 1.41 %	123,377.50 123,552.01	97.40 1.77 %	121,747.63 417.97	6.32 % (1,804.38)	Aaa / AA+ AAA	4.21 4.07
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	150,000.00	10/27/2016 1.50 %	149,086.50 149,180.13	98.16 1.81 %	147,238.35 137.50	7.62 % (1,941.78)	Aaa / AA+ AAA	4.44 4.27
Total Agency		1,185,000.00	1.65 %	1,175,572.90 1,178,648.71	1.56 %	1,179,157.61 3,529.71	61.14 % 508.90	Aaa / AA+ AAA	2.99 2.90
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	10,181.01	Various 0.11 %	10,181.01 10,181.01	1.00 0.11 %	10,181.01 0.00	0.53 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		10,181.01	0.11 %	10,181.01 10,181.01	0.11 %	10,181.01 0.00	0.53 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	150,000.00	Various 1.64 %	146,388.78 148,465.50	99.67 1.29 %	149,502.00 704.67	7.77 % 1,036.50	Aaa / AA+ AAA	2.08 2.04
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	165,000.00	Various 1.42 %	163,694.10 164,240.29	99.51 1.43 %	164,187.87 347.49	8.51 % (52.42)	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	165,000.00	05/07/2015 1.57 %	161,584.54 162,966.76	99.11 1.44 %	163,524.08 157.22	8.46 % 557.32	Aaa / AA+ AAA	2.92 2.86
912828WC0	US Treasury Note 1.75% Due 10/31/2020	150,000.00	Various 1.61 %	150,973.16 150,698.21	100.55 1.59 %	150,826.20 7.13	7.80 % 127.99	Aaa / AA+ AAA	3.51 3.38



Holdings Report

As of 4/30/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828WN6	US Treasury Note 2% Due 5/31/2021	110,000.00	07/11/2016 1.01 %	115,156.62 114,309.71	101.21 1.69 %	111,331.99 918.68	5.80 % (2,977.72)	Aaa / AA+ AAA	4.09 3.88
Total US Treasury		740,000.00	1.47 %	737,797.20 740,680.47	1.47 %	739,372.14 2,135.19	38.33 % (1,308.33)	Aaa / AA+ AAA	3.03 2.93
TOTAL PORTFOLIO		1,935,181.01	1.57 %	1,923,551.11 1,929,510.19	1.52 %	1,928,710.76 5,664.90	100.00 % (799.43)	Aaa / AA+ AAA	2.99 2.90
TOTAL MARKET VALUE PLUS ACCRUED						1,934,375.66			



PORTFOLIO CHARACTERISTICS

Average Duration	2.91
Average Coupon	1.46 %
Average Purchase YTM	1.61 %
Average Market YTM	1.52 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.01 yrs
Average Life	3.01 yrs

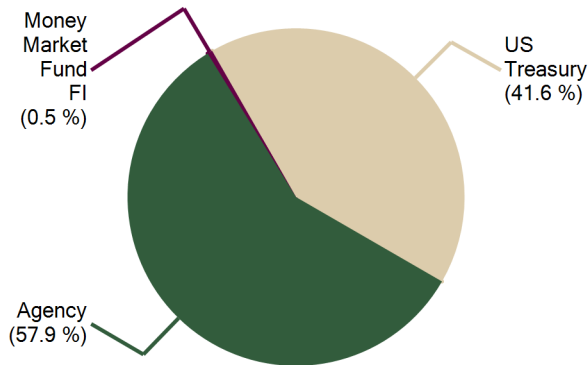
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	1,028,554	1,032,441
Accrued Interest	3,594	3,308
Total Market Value	1,032,147	1,035,749
Income Earned Cont/WD	1,393	1,372
Par	1,033,633	1,035,170
Book Value	1,030,032	1,031,690
Cost Value	1,026,541	1,028,079

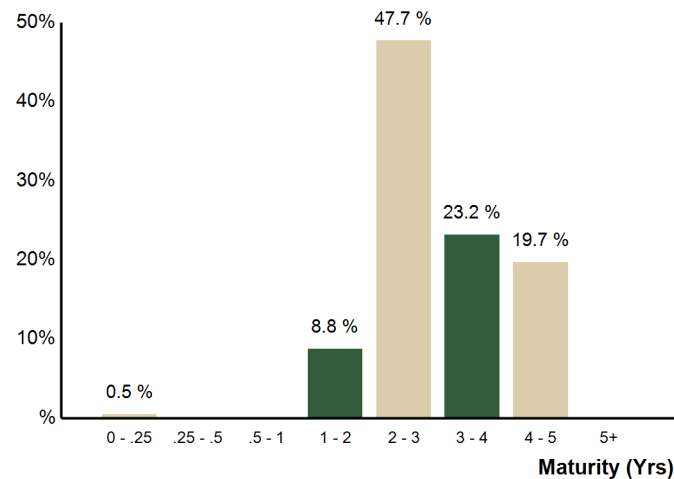
TOP ISSUERS

Issuer	% Portfolio
Government of United States	41.6 %
Federal National Mortgage Assoc	20.8 %
Federal Home Loan Bank	20.7 %
Federal Home Loan Mortgage Corp	16.4 %
Fidelity Govt. Money Market Fun	0.5 %
	100.0 %

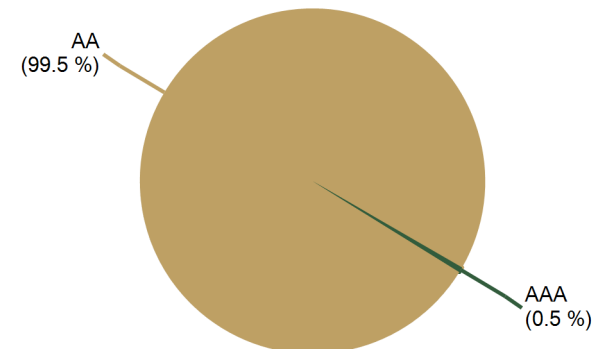
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			7/31/2011	Since 7/31/2011
					3 Yrs	5 Yrs	10 Yrs		
Brea 2011B TABS Reserve Account, Successor Agency	0.35 %	0.60 %	0.78 %	0.20 %	1.68 %	1.34 %	N/A	1.60 %	9.58 %
BAML 3-Month US Treasury Bill Index	0.07 %	0.13 %	0.17 %	0.40 %	0.19 %	0.15 %	N/A	0.14 %	0.80 %



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$1,030,032.25
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,537.99	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,537.99
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$119.70	
		\$119.70
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
Ending Book Value		\$1,031,689.94

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,632.50
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,537.50	
Dividend Received	\$0.49	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$1,537.99	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
Ending Book Value		\$5,170.49



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	90,000.00	03/18/2014 1.69 %	90,799.20 90,292.92	100.93 1.35 %	90,836.10 337.50	8.80 % 543.18	Aaa / AA+ AAA	1.81 1.76
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	95,000.00	09/09/2014 1.84 %	92,405.55 93,805.91	99.67 1.40 %	94,682.99 296.88	9.17 % 877.08	Aaa / AA+ AAA	2.25 2.21
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	65,000.00	11/17/2014 1.77 %	64,934.35 64,967.75	100.70 1.45 %	65,457.21 154.83	6.33 % 489.46	Aaa / AA+ AAA	2.37 2.31
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	75,000.00	03/25/2015 1.40 %	74,504.25 74,734.56	99.46 1.48 %	74,593.28 75.52	7.21 % (141.28)	Aaa / AA+ AAA	2.42 2.37
313383HU8	FHLB Note 1.75% Due 6/12/2020	80,000.00	06/26/2015 1.87 %	79,558.40 79,722.35	100.50 1.58 %	80,400.00 540.56	7.81 % 677.65	Aaa / AA+ NR	3.12 3.00
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	85,000.00	03/11/2016 1.64 %	83,946.00 84,187.57	98.80 1.70 %	83,981.87 237.00	8.13 % (205.70)	Aaa / AA+ AAA	3.81 3.67
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	50,000.00	10/27/2016 1.41 %	49,351.00 49,420.81	97.40 1.77 %	48,699.05 167.19	4.72 % (721.76)	Aaa / AA+ AAA	4.21 4.07
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	60,000.00	10/27/2016 1.50 %	59,634.60 59,672.05	98.16 1.81 %	58,895.34 55.00	5.69 % (776.71)	Aaa / AA+ AAA	4.44 4.27
Total Agency		600,000.00	1.66 %	595,133.35 596,803.92	1.55 %	597,545.84 1,864.48	57.87 % 741.92	Aaa / AA+ AAA	2.93 2.84
MONEY MARKET FUND FI									
316175108	Fidelity Institutional Govt Money Market Fund	5,170.49	Various 0.60 %	5,170.49 5,170.49	1.00 0.60 %	5,170.49 0.00	0.50 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		5,170.49	0.60 %	5,170.49 5,170.49	0.60 %	5,170.49 0.00	0.50 % 0.00	Aaa / AAA NR	0.00 0.00
US TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	85,000.00	06/17/2014 1.75 %	82,493.45 83,946.36	99.67 1.29 %	84,717.80 399.31	8.22 % 771.44	Aaa / AA+ AAA	2.08 2.04
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	90,000.00	Various 1.41 %	89,314.17 89,596.77	99.51 1.43 %	89,557.02 189.54	8.66 % (39.75)	Aaa / AA+ AAA	2.84 2.77
912828UV0	US Treasury Note 1.125% Due 3/31/2020	85,000.00	05/07/2015 1.57 %	83,240.52 83,952.57	99.11 1.44 %	84,239.68 80.99	8.14 % 287.11	Aaa / AA+ AAA	2.92 2.86
912828WC0	US Treasury Note 1.75% Due 10/31/2020	75,000.00	11/04/2015 1.63 %	75,416.27 75,292.21	100.55 1.59 %	75,413.10 3.57	7.28 % 120.89	Aaa / AA+ AAA	3.51 3.38
912828WN6	US Treasury Note 2% Due 5/31/2021	50,000.00	07/11/2016 1.01 %	52,343.92 51,958.96	101.21 1.69 %	50,605.45 417.58	4.93 % (1,353.51)	Aaa / AA+ AAA	4.09 3.88



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828G53	US Treasury Note 1.875% Due 11/30/2021	45,000.00	01/18/2017 1.89 %	44,966.75 44,968.66	100.43 1.78 %	45,191.61 352.34	4.40 % 222.95	Aaa / AA+ AAA	4.59 4.34
Total US Treasury		430,000.00	1.55 %	427,775.08 429,715.53	1.50 %	429,724.66 1,443.33	41.63 % 9.13	Aaa / AA+ AAA	3.15 3.05
TOTAL PORTFOLIO		1,035,170.49	1.61 %	1,028,078.92 1,031,689.94	1.52 %	1,032,440.99 3,307.81	100.00 % 751.05	Aaa / AA+ AAA	3.01 2.91
TOTAL MARKET VALUE PLUS ACCRUED						1,035,748.80			

City of Brea

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/06/2017

SUBJECT: May 26, 2017 Successor Agency Check Register - Receive and File.

Attachments

05-26-17 SA Check Register

Successor Agency Check Register for: May 26, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2445	BANDERA ESTATES	05/26/2017	3121	511626224	SENIOR SUBSIDY JUNE17	\$1,270.00
BANDERA ESTATES					Total Check Amount:	\$1,270.00
2446	MEHRAB BEHVANDI	05/26/2017	4277	511626224	SENIOR SUBSIDY JUNE17	\$254.00
MEHRAB BEHVANDI					Total Check Amount:	\$254.00
2447	BREA WOODS SENIOR APARTMENTS	05/26/2017	1955	511626224	SENIOR SUBSIDY JUNE17	\$508.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$508.00
2448	BROOKDALE - BREA	05/26/2017	4623	511626224	SENIOR SUBSIDY JUNE17	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2449	CITY OF BREA	05/26/2017	1003	511	REIMB COSTS 16/17 APR	\$29,384.99
CITY OF BREA					Total Check Amount:	\$29,384.99
2450	HERITAGE PLAZA APARTMENTS	05/26/2017	1917	511626224	SENIOR SUBSIDY JUNE17	\$1,016.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$1,016.00
2451	HOLLYDALE MOBILE ESTATES	05/26/2017	4250	511626224	SENIOR SUBSIDY JUNE17	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2452	HOLLYDALE MOBILE ESTATES	05/26/2017	4577	511626224	SENIOR SUBSIDY JUNE17	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2453	KEYSER MARSTON ASSOCIATES, INC.	05/26/2017	2005	511000000	GTWYCTR LSE B/O APR17	\$390.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$390.00
2454	LAKE PARK BREA	05/26/2017	2433	511626224	SENIOR SUBSIDY JUNE17	\$2,794.00
LAKE PARK BREA					Total Check Amount:	\$2,794.00
2455	ORANGE VILLA SENIOR APARTMENTS	05/26/2017	2132	511626224	SENIOR SUBSIDY JUNE17	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2456	RICHARDS WATSON & GERSHON	05/26/2017	2280	511000000	GEN LEGAL FEES	\$6,044.46
RICHARDS WATSON & GERSHON					Total Check Amount:	\$6,044.46
2457	VINTAGE CANYON SENIOR APARTMENTS	05/26/2017	4081	511626224	SENIOR SUBSIDY JUNE17	\$1,524.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,524.00

Overall - Total \$44,201.45