



City Council Agenda

Tuesday, August 15, 2017

6:00 p.m. - Study Session

7:00 p.m. - General Session

Cecilia Hupp, Mayor

Glenn Parker, Mayor Pro Tem

Christine Marick, Council Member

Marty Simonoff, Council Member

Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

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

Special Accommodations

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

Important Notice

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. **Public Comment**
2. **Clarify Regular Meeting Topics**

DISCUSSION ITEMS

3. **Update on Landscape Improvements at City Facilities and Medians**
4. **Proposed Revisions to Purchasing Ordinance**
5. **North Orange County Public Safety Task Force Funding/AB 97**

REPORTS

6. **Council Member Report**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

7. **Pledge of Allegiance: Civil Air Patrol Squadron 56 Cadet Honor Guard**
8. **Invocation: Pastor Fernando Villicana, Firehouse Church**
9. **Proclamation: World Alzheimer's Awareness Month**
10. **Proclamation: Prostate Cancer Awareness Month**
11. **Presentation: Human Exploitation and Trafficking (HEAT) Unit - Tony Rackauckas, Orange County District Attorney**
12. **Centennial Committee Update**
13. **Report - Prior Study Session**

14. **Community Announcements**
15. **Matters from the Audience**
16. **Response to Public Inquiries - Mayor / City Manager**

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

CITY COUNCIL - CONSENT

17. **August 1, 2017 City Council Regular Meeting Minutes** - Approve.
18. **Software/Hardware Maintenance Support and Online Subscription Service Agreements** - Affirm the City's Practice of the Purchasing Agent Approving Renewal Agreements with Various Support Services Providers for the Life of the Computer Software or Hardware and for Online Subscription Services as Approved in the Annual Budget. There is No Fiscal Impact to the General Fund.
19. **Amendment No. 1 to Professional Services Agreement with EEC Environmental in the Additional Amount of \$25,000** - Approve Amendment No. 1 to Professional Services Agreement (PSA) with EEC Environmental for Computerized Maintenance Management System (CMMS) Enhancement and Support for an Additional Year, in the Additional Amount of \$25,000. Additional Funds of \$25,000 Were Previously Appropriated as Part of the FY 2017-2018 Operating Budget Approved in June 2017. The Source of Funds is the General Fund.
20. **Tracks at Brea Segment 2 and Segment 3 Restroom, Project 7873, Additional Project Construction Contingency** - 1) Increase Project Construction Contingency from \$245,543 (10%) to \$791,154 (32%) of the Construction Contract Price to Cover Current Approved Change Orders Issued to Date as well as the Anticipated Pending Change Orders; and 2) Authorize the Public Works Director or his Designee to Issue Contract Change Orders Up to A "Not to Exceed" Amount of 32% of the Construction Contract Price. There is No Fiscal Impact to the General Fund.
21. **Cooperative Agreement with Orange County Transportation Authority for Replacement Planting Project along Aurora Avenue Between Greenbriar Lane and Eucalyptus Street** - 1) Authorize City Manager to Execute the Cooperative Agreement between the City and the Orange County Transportation Authority ("OCTA") for the Replacement Planting Project along Aurora Avenue between Greenbriar Lane and Eucalyptus Street, Project 7945 (\$110,000); and 2) Adopt **Resolution 2017-058** to Amend the Fiscal Year 2017-2018 Capital Improvement Program Budget, to Approve Funds from OCTA (Measure M2 Funds) in the Amount of \$110,000 for the Project.

22. **Amendment No. 1 to Professional Services Agreement with Kimley–Horn and Associates, Inc.** - Approve Amendment No. 1 to PSA with Kimley-Horn and Associates for the Preparation of an Environmental Assessment for the Brea Place Mixed–Use Development Application. There is No Fiscal Impact to the General Fund.
23. **August 4 and 11, 2017 City Check Registers** - Approve.

ADMINISTRATIVE ANNOUNCEMENTS

24. **City Manager**
25. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Proposed Revisions to Purchasing Ordinance

Attachments

Presentation



Purchasing Ordinance Revisions

Highlights

Overview

- **History and Purpose of Revisions**
- **Purchasing Policy Limits**
- **Who Can Authorize Purchases**
- **Who is a Responsive and Responsible Offeror**
- **eProcurements**
- **Exceptions**
- **Brea Vendors Outreach**

History

1961 – Purchasing Ordinance Adopted

1987 – Purchasing Policy Limits Revised

2004 – Public Works (CIP) Policy Limits Revised

2008 – Resolution Revised Purchasing Policy Limits

The purpose: to modernize and clarify the ordinance and revise policy limits based on inflationary factors.

Bidding and Approval Limits

Date	Open Market	Informal	Formal ¹
1987	≤ \$1,500	≤ \$25,000	> \$25,000
2008	≤ \$3,000	≤ \$25,000	> \$25,000
2017 ²	≤ \$5,000	≤ \$25,000	> \$25,000
Approved by:	Directors/Designees Purchasing Agent or Admin Svs Dir ³	Purchasing Agent or Admin Svs Dir ³	City Council

¹The City Manager will still has authority to approve purchases up to twice the formal limit under special circumstances.

²Proposed changes.

³In the absence of the Purchasing Agent.




Bidding for Public Works Projects

For Public Works purchases under UPCCAA¹

Date	Open Market	Informal	Formal
2004	≤ \$30,000	≤ \$125,000	> \$125,000
2011	≤ \$45,000	≤ \$175,000	> \$175,000
Approved by:	Public Works Dir	Public Works Dir	City Council

¹UPCCAA = Uniform Public Construction Cost Accounting Act
Brea adopted UPCCAA August 17, 2004

eProcurement

- §3.24.070.B,080.B,090.C –**Secured Electronic Means (New)** enables us to: 
 - *Increases Efficiency, Transparency, Competition*
 - *Vendors Register* online 
 - *Solicitations Posted* online
 - *Automatic Solicitation Notice Emailed* to registered vendors
 - *Offers Posted* online (quotes, bids, proposals)
 - *Results Posted* online (offers and awards)
 - *Vendor Performance Tracked* online 

Responsive and Responsible Offeror

- §3.24.020.M –**Responsive and Responsible Offeror** is an Offeror who has:
 - “demonstrated the attribute of trustworthiness”
 - “quality, fitness, capacity, and”
 - “experience to satisfactorily provide the supplies, materials, equipment, services, or public works project”
 - As “determined from prior experience with the city, references, and other available information”



Professional Services

- §3.24.100 –**Professional Services Purchases** (clarifications)
 - Follows the same solicitation format as other solicitations
 - Award would be made “to a responsive and responsible offeror on the basis of demonstrated competence, professional qualifications, and a fair and reasonable price for the city.”

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - **A. Special Government Payments** (new)
Exempts “payments made for Department of Justice background checks, U.S. Postal Service postage, or permit fees imposed by other government agencies.”
 - **B. Legal Notices** (existing)
 - **C. Emergency Procurements** (existing)

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - **D. Developer-Funded Professional Services (new)**
Exempts “purchases of professional services that relate to a private development project under review by the city and are solely funded by the project applicant or an affiliate.”

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - **E. Public Interest Exemption** (updated)

Exempts “The competitive offer requirements for purchases of supplies, materials, equipment, or services when the Purchasing Agent, with the approval of the City Manager, determines that the best interests of the city would be served thereby and the amount of the contract does not exceed twice the formal solicitation limit specified in the purchasing policy. This exemption may not be used for public works projects.”

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - **F. Sole Source Procurements** (existing)
 - **G. Piggyback/Cooperative Purchases** (existing)

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - **H. Uniformity Exemption** (new)

Exempts “The competitive offer requirements for purchases of supplies, materials, equipment, or services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, and the like or to maintain current warranties or contractual obligations.”

Special Circumstances

- §3.24.120 –**Special Circumstances**
 - I. Alternative Use of Professional Service Purchase Procedure (new) allows for “qualifications-based competitive offer process” for special circumstances.

Surplus Personal Property

- §3.24.140 –**Surplus Personal Property Disposal**
 - H. Retired Police Dogs (New):
“Allows the Purchasing Agent, upon approval of the City Manager and Police Chief, to sell a retired police dog to its handler or another member of the police department without the need for competitive bidding.”



Vendor Outreach

Reaching out to Local Brea Businesses

- Meeting with Chamber of Commerce
- Attending Local Vendor Meetings
- How to Do Business with Brea
- Notifications in the Brea Line
- Local Vendor Workshop
- Registering Vendors



City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: North Orange County Public Safety Task Force Funding/AB 97

Attachments

Presentation



North Orange County Public Safety Task Force

Timeline

May 2017: Townsend Public Affairs approached Brea and five other cities (Fullerton, Anaheim, Buena Park, Placentia and Stanton) with an idea to obtain direct funding through the State budget process for a regional gang prevention and reduction pilot partnership program in cooperation with State Senator Josh Newman's office.

- ▶ The program was expanded to also address problems related to "at risk youth" and homelessness.

Timeline

June 2017: Received confirmation from Townsend that \$20 million dollars had been included into the state budget legislation to fund the partnership.

- ▶ The funding would provide \$5 million dollars a year over the next four years that would be split between the six partner cities.
- ▶ Oversight of the program provided by the Board of State and Community Corrections (BSCC)

Timeline

July 2017: Budget signed by the Governor with the following provisions:

- ▶ The funds will be appropriated over a four year period for encumbrance or expenditure until June 30, 2021. The funds may be used for the following reasons:
 - ▶ Programs to address youth violence prevention and intervention in K-12 schools
 - ▶ Programs to promote and enhance the successful reentry of offenders into the community
 - ▶ Programs to address homeless outreach and intervention efforts.
 - ▶ Preference given to those projects that have a **regional impact**

Timeline

Additionally, the North Orange County Public Safety Task Force shall distribute at least **60 percent** of the funds to 501(c)(3) community-based organizations (CBO) which serve one or more of the three designated areas of concern

- ▶ Evidence Based Programs
- ▶ The North Orange County Public Safety Task Force shall report to the Board of State and Community Corrections (BSCC) once per funding cycle on how these funds are being used and any relevant findings on the overall effectiveness of the taskforce.

Timeline

August 2017: Meeting attended by the city managers and police chiefs from the six originating agencies as well as representatives from other cities in Senator Newman's district which were not included in the original proposal and approved when the budget was finalized.

- ▶ At least three additional cities are requesting to join the task force (La Habra, La Palma, and Yorba Linda)
- ▶ Funds expected to be released in mid-September

Funding

Year One/ Fiscal Year 2017-18 Funding: \$5,000,000

- ▶ 60% designated to Community Based Organizations: \$3,000,000
- ▶ 40% to each individual partner city: \$310,000

Recommendations

Community Based Organizations: \$400,000

Brea Boys and Girls Clubs (Also serves the Cities of Placentia and Yorba Linda): \$100,000

- ▶ Provide funding to address academics, athletics, creative arts, digital arts, and at risk programming

Brea Educational Foundation: \$300,000

- ▶ Build and staff a new expanded Teen Center at Brea Junior High School

Recommendations

City Designated Funds: \$310,000

Fulltime Homeless Liaison Officer: \$180,000

- ▶ Increase in number of homeless and homeless related calls for service
- ▶ Partner with other local area HLOs
- ▶ Conversion of existing offsite task force position

Recommendations

Addition of Gang Officer: \$130,000

- ▶ Increase in gang related activity
- ▶ Assume all “gang” related duties
- ▶ Partner with other local area gang detectives

Next Steps

- ▶ Task force to complete development of the criteria for CBO award eligibility
- ▶ Complete Operational Agreement among the task force cities
- ▶ Work with the BSCC who has final review of program management
- ▶ Fund programs

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: August 1, 2017 City Council Regular Meeting Minutes - Approve.

Attachments

Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES August 1, 2017

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Closed Session to order at 6:30 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. **Potential Litigation - Conference with Legal Counsel Pursuant to Govt. Code §54956.9 - One Case - McCarthy Building Companies, Inc., for the Brea Superblock I Parking Structure - City Engineer Kooyman**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the General Session to order at 7:05 p.m., all members were present.

3. **Pledge of Allegiance**
Civil Air Patrol Squadron 56 Cadet Honor Guard led the Pledge of Allegiance.
4. **Invocation**
Pastor Daniel Mendoza, Celebration Worship Center delivered the invocation.
5. **Presentation**
Mayor Hupp introduced the Angels Brea Centennial Night Video.

6. Community Announcements

Council Member Vargas announced that residents can register to join Brea's growing Community Emergency Response Team program. The free fall series of classes begin on Tuesday, September 12. Residents will learn basic emergency preparedness and response skills. Download the registration form at CityofBrea.Net/Cert, or call Emergency Preparedness at (714) 990-7622. He also announced the Curtis Theatre 2017/18 Season: From laugh-out-loud performances and captivating live concerts to riveting theatre and upbeat musicals, this season is sure to impress. Residents can build their own season, starting July 25th, by opting for three or more shows to enjoy up to 20% off per ticket and other perks throughout the season. Single tickets go on sale August 22. Visit CurtisTheatre.com for details.

Council Member Marick announced that there is still time to see a few more FREE Concerts in the Park at City Hall Park Wednesdays through August 16, 6:30-8 p.m. Residents can bring friends and family and enjoy a summer night out. She also announced that it's almost time for BreaFest! Join the City of Brea for this community favorite on Friday, August 18 from 6:30 – 10 p.m. at the Brea Civic & Cultural Center. Experience art, music food and drink this fun outdoor festival. She introduced a brief video about BreaFest.

7. Matters from the Audience

Sean Thomas expressed his enjoyment with the Brea Centennial Night at the Angels vs. Nationals game that was held on Tuesday, July 18; conveyed his appreciation for the Senior Center trip to Temecula, CA; and commended staff for planning the event.

Leo Garcia, Treehouse Bar & Grill Manager, Brad Webster, Birch Hills Golf Course Manager, & Michele Godges, Brea Olinda High School Football Booster Club President, discussed upcoming fundraising events at the Birch Hills Golf Course for the Brea Olinda High School Football, Cheer, and Band programs, and invited everyone to attend the fundraisers.

8. Response to Public Inquiries - Mayor / City Manager
None.

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

9. Investment Advisory Committee Annual Update

Administrative Services Director Russell, Bill Dennehy, Chandler Asset Management, and Keith Stribling & Jennifer Mesa from PARS/High Mark Capital Management, presented a PowerPoint that included: the background of the Investment Advisory Committee, Chandler Asset Management objectives and strategy, unemployment and inflation, gross domestic product, bond yields, city portfolio summary, compliance, PARS background, and PARS plan overview.

In response to Council questions, Mr. Stribling clarified that there are no limitations on the 3% cash and that it will be invested once rates have shifted and can result in a higher return in the future; and stated that the 60-40 equity to fixed income split can range from plus or minus 5-7%.

Council Member Marick and Mayor Pro Tem Parker expressed their satisfaction with the long term investment strategies of PARS/High Mark Capital Management.

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

- 10. July 11, 2017 City Council Regular Meeting Minutes**
The City Council Approved the July 11, 2017 City Council Regular Meeting Minutes.
- 11. April 24, 2017 Parks, Recreation and Human Services Meeting Minutes and May 24, 2017 Special Parks, Recreation and Human Services Meeting Minutes**
Received and Filed.
- 12. Traffic Signal Modification on Imperial Highway at Imperial Center East and Brea Union Plaza**
The City Council Authorized the City Engineer to Accept and Execute Permanent Traffic Signal Easements from Brea Union Plaza I, LLC and Brea Union Plaza II, LLC ("BUP Easements"); Authorized the City Engineer to sign the Commitment Letter Concurring to Transfer the BUP Easements and Two Existing City Easements ("City Easements") to the State of California Transportation Department ("Caltrans"); and Authorized the City Engineer to Execute the Quit Claim Easement Documents for the BUP Easements and City Easements to Caltrans Upon Completion of the Signal Improvements.
- 13. Utility Cost Recovery and Reduction Services**
The City Council Approved the Professional Services Agreement with Cost Control Associates, Inc. to Provide Utility Cost Recovery and Reduction Services; Authorized the City Manager to Exercise the Optional One-Year Extensions; and Authorized the City Manager to Execute Amendments for Additional Utility Cost Reduction Services at the Same Rates, If Desired.
- 14. Rental of Digital Mailing System Equipment**
The City Council Authorized the Purchasing Agent to Issue Purchase Orders to MailFinance for a Total Not-to-Exceed \$26,885 (Plus Applicable Taxes) Based on a Sixty (60) Month Rental of Digital Mailing System Equipment. The Fiscal Year 2017-18 Budget Has Sufficient Funding Available in the Administrative Services Department's Purchasing Division Account (110-14-1441-4253). Staff Projects There will be a Savings of \$8,820 to the General Fund Over the Five (5) Year Agreement.
- 15. Treasurer's Report for the City of Brea for Period Ending June 30, 2017**
Received and Filed.
- 16. City Outgoing Payment Log and July 14, 21 and 28, 2017 Check Registers**
Received and Filed.
- 17. Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan**
The City Council Approved the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan through Public Agency Retirement Services (PARS).

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Approve Consent Calendar Items 10-17.

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

Passed

CITY/SUCCESSOR AGENCY JOINT CONSENT ITEMS

18. City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy

The City Council Approved the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Approve City/Successor Agency Joint Consent Item 18.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

19. Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 30, 2017

Received and Filed.

20. Successor Agency Outgoing Payment Log and July 28, 2017 Check Register

Received and Filed.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Approve City/Successor Agency Consent Items 19-20.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

21. City Manager

None.

22. City Attorney

None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Hupp adjourned the General Session at 7:45 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 15th day of August 2017.

Lillian Harris-Neal, City Clerk

Cecilia Hupp, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Software/Hardware Maintenance Support and Online Subscription Service Agreements

RECOMMENDATION

Affirm the City's practice of the Purchasing Agent approving renewal agreements with various support services providers for the life of the computer software or hardware and for online subscription services as approved in the annual budget.

BACKGROUND/DISCUSSION

To help ensure the functionality of Brea's network infrastructure, servers, and personal computers, the City uses computer hardware/software maintenance and support agreements as well as online vendor-hosted software services for required updates, technical support, and software customizations. Additionally, the City has online vendor-hosted software services for certain programs which are under an annual subscription service.

These hardware/software maintenance and support agreements are typically proprietary to the companies that provide the particular software application or hardware device. Some of these support and online subscription services may be available through cooperative agreements while very few are obtained through solicitation of competitive offers. For those support providers obtained through competitive bidding, it is common to continue to stay with the same vendor for the duration of the City's use of the program.

The total of these agreements is approximately \$735,000 annually which is included in the City's adopted budget each year. The majority of these agreements are within the Purchasing Agent's authority to approve on an annual basis. However, currently there are five such agreements that are over the Purchasing Agent's authority to approve of \$25,000; they include the following:

- ActiveNet, an online vendor-hosted software subscription for Community Services registrations and activities;
- Hexagon/Spillman for the CAD/RMS software for the police dispatch and record management system;
- County of Orange for the 800 Mhz public safety radio backbone system;
- ROI Networks for the telephone system; and
- Superion for the City's financial software.

The proprietary agreements and subscription services are typically based on a fixed annual increase from the vendor and are not subject to negotiation. For those agreements that may be

acquired through cooperative agreement and/or competitive bidding, from time to time, the Purchasing Agent in conjunction with the Information Technology division and/or user department, seek whichever means offers the best available pricing solution for Brea. Therefore, it is recommended that the Purchasing Agent be authorized to approve the annual renewal agreements without having to return to the City Council for approval on each of the agreements that exceed \$25,000.

Any award recommendations of new software systems and the initial software support agreements that exceed the formal procurement threshold, will continue to be presented to the City Council for review and consideration. This authorization request is only for renewal of existing software/hardware maintenance support and online service agreements; affirms the City's practice of the Purchasing Agent authorizing such renewals on an annual basis; and provides a summarized list of those agreements requiring such action.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 8, 2017 meeting and it was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Council adopted Fiscal Year 2017-18 Budget includes sufficient funding available for these purchases. There is no additional fiscal impact based on this action. Amounts for these purchases are subject to available budget appropriations for the fiscal year in which they occur.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director; Randy Hornsby, IT Manager

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Amendment No. 1 to Professional Services Agreement with EEC Environmental in the Additional Amount of \$25,000

RECOMMENDATION

Approve Amendment No. 1 to Professional Services Agreement (PSA) with EEC Environmental for Computerized Maintenance Management System (CMMS) enhancement and support for an additional year, in the additional amount of \$25,000.

BACKGROUND/DISCUSSION

EEC has been providing CMMS services to the City of Brea since 2014. EEC was selected after bidding out data migration services to migrate data from the Public Works FoxPro database system to the new Cityworks software platform which the City had purchased. Subsequently, the City engaged EEC to assist with as-needed implementation services to augment IT support for Cityworks.

EEC's involvement was a critical step toward successfully configuring the Cityworks program, providing integration with the GIS system managed by the City's IT Division, and providing support and training to Public Works staff at all levels. The responsiveness and flexibility of EEC staff in the past several years has been unparalleled. They have been part of the Cityworks "core implementation team" consisting of Public Works staff, IT staff, and EEC staff. In such role, they have helped the City's Public Works Department accomplish a number of important project milestones, including, but not limited to: configuration and implementation of the Water Division, Streets Division, Parks Division, and Building Division; and conducting trainings for users pertaining to Cityworks. Moreover, the City's IT Division has also utilized EEC's services to augment its capacity in digitizing GIS assets necessary to "build" the Cityworks infrastructure.

In addition, EEC has provided many value-added services that other vendors simply don't offer at the price that the City has contracted with them to do so. For the FY 2017-2018 term under consideration, EEC has agreed to honor their original contract rate schedule from 2016.

In FY 2017-2018, in addition to ongoing support and training of end-users (management and/or field crews), EEC will also be focusing on helping staff to streamline data entry through possible workflow improvements, or exploration of mobile apps or other mobile capabilities.

EEC's demonstrated track record of providing exemplary services has been a key factor to successful Cityworks implementation so far. Therefore, staff recommends amending the agreement for an additional year (the new term will be August 30, 2017 to August 30, 2018), and

amending the existing PSA with EEC for the aforementioned work in the additional amount of \$25,000 (Exhibit A proposal is attached).

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 8, 2017 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

If approved, the total amount of the original PSA (\$13,000) plus Amendment No. 1 (\$25,000) will be \$38,000. The additional funds of \$25,000 were previously appropriated as part of the FY 2017-2018 operating budget approved in June 2017. The source of funds is the General Fund (110). The project scope as outlined in the proposal attached is expected to be completed within budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Gillian Lobo, Senior Management Analyst
Concurrence: Tony Olmos, Public Works Director

Attachments

PSA Amendment and Proposal

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is made and entered into this 30th day of August 2017, by and between **EEC Environmental** ("CONSULTANT") and the **CITY OF BREA** (hereinafter called the "CITY").

I. Parties Intention: Amendment.

CITY and CONSULTANT have previously entered into an agreement for professional services dated **August 30, 2016** ("Contract") with respect to **Providing Computerized Maintenance Management System (CMMS) Enhancement and Support to the City of Brea**.

The parties hereto desire to enter into an amendment to **increase the maximum amount payable by \$25,000 dollars for additional enhancement and support services as set forth in Exhibit A.**

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows: The agreement is hereby modified to reflect an amendment to the maximum amount payable from **\$13,000** dollars to **\$38,000** dollars.

The term of this Amendment shall commence upon the effective date and shall continue for One (1) year unless and until terminated herein. Notwithstanding the foregoing, the individual services to be performed under this Agreement by CONSULTANT shall be completed on or before the deadlines set forth in Exhibit A.

II. Amendment and Authority.

The CITY and CONSULTANT, by their signature hereunder hereby agree to amend the Contract as set forth in Section 1 above. Each Person executing this First Amendment warrants they are authorized to execute this First Amendment and to thereby bind their principal.

CITY OF BREA
A California municipal corporation

Cecilia Hupp, Mayor

Attest: Lillian Harris-Neal, City Clerk

CONSULTANT

John Shaffer, EEC Environmental

Two Signatures required if Corporation



Corporate Office
Tel: (714) 667-2300
Fax: (714) 667-2310
One City Boulevard West, Suite 1800
Orange, California 92868
www.eecenvironmental.com

EXHIBIT A

July 7, 2017

Ms. Gillian Lobo
City of Brea
545 Berry Street
Brea, California 92821

Subject: Proposal to Provide CMMS Support Services to the City of Brea for Fiscal Year 2017-2018

Dear Ms. Lobo:

Pursuant to your request, EEC is pleased to present this proposal to the City of Brea (City) to provide additional enhancements and support services for the City's computerized maintenance management system (CMMS) for the current fiscal year (July 2017 to June 2018). Based on discussions with the City, EEC understands that the City is seeking a qualified consultant to assist on an as-needed basis with implementation, support, and training services for the City's CMMS, Cityworks. EEC is qualified to provide these services due to its experience, partnerships, proximity, and familiarity with the City.

- EEC has provided similar or identical services to many satisfied public agencies throughout California, including the Yorba Linda Water District, City of Sacramento, Costa Mesa Sanitary District, City of Santa Ana, and Indio Water Authority.
- EEC has close partnerships with Azteca Systems (Cityworks), the City's CMMS software provider, and Esri (ArcGIS), the City's GIS software provider.
- EEC is located in Orange, just 15 minutes from the City's offices and can provide both remote and on-site support at a moment's notice.
- EEC has recently provided data migration services to the City's Public Works Department, importing 18 years' worth of historical maintenance records into Cityworks. EEC has also recently assisted the City in the configuration of Cityworks for several divisions with the Public Works Department. Therefore, EEC is already familiar with the City's I.T. infrastructure and will be able to support both users and administrators of Cityworks immediately upon commencing this scope of work.

The proposed services will greatly enhance the City's CMMS by augmenting the City's in-house staff with expert consulting, implementation, support, and training resources. These resources will be especially useful for the City in the immediate future when new users of the City's CMMS will need extra support.

SCOPE OF WORK

EEC will provide CMMS support services as requested by the City. EEC will only perform services as requested by the City and will inform the City of all labor and materials required to perform each task. Requested services are expected to include, but are not limited to, the following:

- System Implementation
 - Administering databases
 - Analyzing and recommending workflows
 - Adjusting Cityworks configurations as needed
 - Working with the City to develop reports, dashboards, and metrics
- Ongoing Support
 - Developing health checks and providing regular (weekly to monthly) check-ins with users
 - Assisting with data entry as needed and exploring workflow improvements
 - Answering end-user support calls
 - Troubleshooting technical issues
 - Planning, executing, and supporting system upgrades
 - Developing technical documentation
 - Providing City staff with consulting support in development of reports and key performance indicators
 - Maintaining and backing up the Cityworks database and web application
- Training
 - Leading classroom-style training for end users as needed
 - Leading small-group workshops for specific workflows
 - Developing new training materials and user guides as well as updating existing documents
 - Training administrators on technical maintenance of the system
- New Functionality
 - Integration of CCTV data into Cityworks
 - Implementation of mobile apps or other mobile capabilities, including field crew training

All work will be done within a not-to-exceed budget outlined below.

ESTIMATED COST

Assumptions

1. The City will provide EEC with on-site and off-site access to systems pertinent to this project and will install and maintain any necessary remote-access software.
2. The City will provide any necessary computer resources (e.g., workstations, monitors, software licenses) for work that must be performed on-site.

Cost

CMMS Enhancements and Support (Fiscal Year 2017-2018)	\$25,000
Total	\$25,000

EEC will provide the services described above on a time-and-materials basis with a not-to-exceed cost of \$25,000 for one fiscal year. This work will be conducted pursuant to EEC's standard terms and conditions and, as a courtesy to the City, the 2016 fee schedule rather than the most current fee schedule (Attachment 1, *EEC 2016 Fee Schedule*; Attachment 2, *EEC Standard Terms & Conditions*). Monthly progress invoices will be submitted for payment, which will be due and payable in net thirty (30) days. The proposed cost is valid for thirty (30) days after the proposal date. If additional work is requested or, due to extenuating circumstances, required outside of the aforementioned scope of work, EEC will notify the City for approval prior to proceeding. The additional work will be billed on a time-and-materials basis according to EEC's 2016 fee schedule with net thirty (30) days payment terms.

Thank you for the opportunity to provide technology services to the City. EEC will begin work efforts upon receipt of authorization to proceed. Should there be any questions regarding the contents of this proposal, please contact me at (714) 667-2300 or elue@eecenvironmental.com.

Sincerely,

EEC Environmental



Evan Lue
Senior GIS Specialist

- Attachments: 1. EEC 2016 Fee Schedule
2. EEC Standard Terms & Conditions

ACCEPTANCE

If the proposed scope of work, cost of services, and payment terms stated herein meet with your approval, please acknowledge acceptance of same and initiate authorization to proceed and grant site access by signing and faxing a copy of this document to (714) 667-2310 or scanning and e-mailing a signed copy to elue@eecenvironmental.com.

Print Name _____ Print Title _____

Signature _____ Date _____



2016 Fee Schedule

PERSONNEL CHARGES

The charge for all time required for the performance of the Scope of Work, including office, field and travel time, will be billed at the hourly rate according to the labor classifications set forth below:

Labor Classification	Hourly Rate
Jr. Staff Engineer/Geologist/Scientist	\$105
Staff Engineer/Geologist/Scientist	\$120
Sr Staff Engineer/Geologist/Scientist	\$135
Project Engineer/Geologist/Scientist - I	\$160
Project Engineer/Geologist/Scientist - II	\$170
Sr Project Engineer/Geologist/Scientist - I	\$185
Sr Project Engineer/Geologist/Scientist - II	\$205
Principal Geologist	\$230
Principal	\$230
Project Assistant	\$95
Technician	\$95
Drafter	\$115
Sr Technician	\$115
Compliance Inspector	\$110
Technician GIS/Technology	\$95
Analyst GIS/Technology	\$105
Sr Analyst GIS/Technology	\$115
Specialist GIS/Technology	\$125
Sr Specialist GIS/Technology	\$135
Supervisor GIS/Technology	\$150
Director/GIS Technology	\$165
Construction Technician	\$80
Construction Field Supervisor	\$100
Construction Manager	\$105
Sr Construction Manager	\$130
Technical Editor	\$100

Emergency response will be charged at a rate of 1.5 times the standard hourly rate.

When EEC Staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard hourly rate.

Travel

Vehicles used on project assignments will be charged at \$50 per day. Mileage is billed at the current rate established by the Internal Revenue Service plus mark up. Per Diem is billed at a unit cost of \$50 per day. Airfare, lodging, rental cars and associated expenses are billed at cost plus 15%.

Field Equipment

Field Equipment is billed at standard unit costs. Rate schedules are available upon request.

Subcontractors and Reimbursables

The costs of subcontractors, materials, equipment rental and costs incurred will be charged at cost plus 15%.

Other Project Charges

The cost of additional report reproduction and special project accounting will be billed as appropriate. Plotting plans are charged by size, black and white or color, and by the number of copies supplied.

Shipping and Postage

Shipping charges include couriers and the postage necessary will be charged at cost plus 15%.

Interest Charges

Interest on late payments will be charged at the rate of 1.5% per month.

Payment Terms

Net 30 days apply to all work performed and invoiced unless superseded by a specific executed contract.

EEC ENVIRONMENTAL Standard Terms and Conditions

1. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the above date and shall continue in effect until the project is completed or terminated by either party having given seven (7) days written notice to the other party.
2. **SERVICES TO CLIENT:** EEC shall render consulting or construction services, as agreed. If, in the course of the project, work beyond the scope of the proposal is requested, or if unforeseen conditions arise, EEC will notify CLIENT of the change in scope of the project and, if CLIENT agrees to such changes in writing, EEC shall undertake the additional work. Unless otherwise negotiated, additional work shall be billed according to EEC's Current Fee Schedule.
3. **PAYMENT:** EEC shall submit monthly progress invoices to CLIENT. CLIENT agrees to pay EEC within thirty (30) days of the date of the invoice. Overdue payments will be charged interest at the rate of 1.5% monthly (18% annually) until payment and interest is paid in full.
4. **SUSPENSION OF WORK:** In the event all or any portion of the work prepared or partially prepared by EEC be suspended, abandoned, or terminated, CLIENT shall pay EEC only for the work performed.
5. **EEC'S RESPONSIBILITIES:** EEC shall be solely responsible for: a) completion of the project in accordance with the proposal; b) direct supervision of EEC's employees and subcontractor's on project site; c) prompt notification to CLIENT of any dangerous, adverse, or unusual conditions encountered at the site; d) obtaining and maintaining proper licenses for EEC's work; e) damage to the property due to EEC's or its subcontractor's negligence; f) compliance with laws and regulations pertaining to EEC's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities. EEC understands that access to the site shall only be during normal working hours.
6. **CLIENT'S RESPONSIBILITIES:** CLIENT shall be solely responsible for: a) maintaining overall supervision of the project beyond the immediate scope of EEC's work; b) all applicable permits beyond the scope of EEC's work; c) making available to EEC all of CLIENT'S information regarding existing and proposed conditions of the site including, but not be limited to: plot plans and as-built drawings. CLIENT will immediately transmit to EEC any new information which becomes available or any change in plans; d) providing reasonable access to the site for all necessary equipment and personnel during normal working hours;
7. **INDEMNIFICATION:** CLIENT agrees to indemnify, defend and hold EEC harmless from and against all claims or actions, based upon or arising out of injuries to persons or property, caused by the errors, omissions or negligence of CLIENT or its agents, subcontracts or employees in performance of services hereunder.

EEC agrees to indemnify, defend and hold CLIENT and its members, shareholders, partners, directors, affiliates, agents, officers, employees, assignees, tenants, transferees and nominees harmless from and against any and all claims, damages, demands, liens, claims or liens, losses, actions, or liability of any kind or nature whatsoever, which they may sustain, incur, or be

subjected to, or which may be imposed on them, including, without limit, reasonable attorney's fees and litigation costs to the extent arising directly or indirectly, in whole or in part out of, or in connection with: (a) any acts, errors or omissions or willful misconduct of EEC or its personnel in performing the services and work hereunder, including, without limit, damage to any property or injury to or death of any person(s); (b) acts, non-performance or breach by EEC's personnel or material duties, obligations or representations under this Agreement; and (c) acts, non-performance or breach by EEC of material duties, obligations or requirements under the Access and Indemnity Agreement by and between EEC and CLIENT and incorporated herein by reference.

8. INDEPENDENT AGENT: Each party shall be an independent agent with respect to all work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.
9. INSURANCE: EEC shall provide insurance at a minimum in accordance with the following for the duration of the project. EEC shall name CLIENT as additional insured. EEC shall provide CLIENT with a copy of EEC's certificate of insurance prior to commencement of the services and work herein, listing CLIENT as additional insured as follows: (a) worker's compensation per the statutory limits; (b) employer's liability of \$1,000,000 per occurrence; (c) commercial liability, including contractual liability, property damage, bodily injury and death of \$2,000,000 per occurrence, \$2,000,000 annual aggregate; (d) automobile liability of \$1,000,000 combined single limit; and (e) professional errors and omissions of at least \$1,000,000 per claim.
10. AMENDMENT: This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by EEC and CLIENT's representative.
11. CONFIDENTIALITY: All CLIENT information will be considered confidential and will only be released upon written approval from CLIENT.
12. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto.
13. GOVERNING LAW: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
14. LEGAL CONSTRUCTION: In the event provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
15. ATTORNEY FEES: Should it be necessary for either party to initiate legal proceedings to enforce any term or condition of this Agreement, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' and consultants' fees incurred in such proceedings. For purposes of this Agreement, the term "attorneys fees" shall include the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplication and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Tracks at Brea Segment 2 and Segment 3 Restroom, Project 7873 - Additional Project Construction Contingency

RECOMMENDATION

1. Increase Project Construction Contingency from \$245,543 (10%) to \$791,154 (32%) of the Construction Contract Price to cover current approved Change Orders issued to date that do not exceed the 10% contingency amount as well as the anticipated pending Change Orders; and
2. Authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 32% of the Construction Contract Price.

BACKGROUND/DISCUSSION

On December 06, 2016, City Council awarded a contract to Lucas Builders, Inc. (LBI) in the amount of \$2,455,433.02 and approved a construction contingency of 10% of the Contract Price (\$245,543) for the Tracks at Brea Segment 2 and Segment 3 Restroom, Project 7873 (Project). LBI's bid amount was \$600,356 less than the second low bidder for the Project.

The Project converts abandoned railroad rights-of-way, flood control channels and City property into a safe and convenient recreation corridor for pedestrians and bicyclists. As a result of over 100 years of railroad use, segments of the trail route that were once railroad rights-of-way are contaminated with arsenic, which was commonly used as a weed suppressant along the tracks. In order to properly address the contaminated soil within the tracks, a Soil Remediation Action Plan (SRAP) was developed and approved by the Orange County Health Care Agency (OCHCA). Prior to bidding, the amount of soil to be disposed and imported was estimated based on soil testing and analysis as part of the SRAP. However, the SRAP also requires that additional soil testing be performed during construction to verify that the soil proposed to remain on the tracks conforms to OCHCA requirements.

The Project construction including soil remediation, rough grading, import and trail construction started in February 2017. The Project was originally anticipated to be completed by August 2017. However, during construction, the City's geotechnical consultant identified additional contaminated soil that requires disposal per SRAP and OCHCA guidelines. Based on the added soil test results, an additional net increase cost to the bid quantities for soil export and import of \$478,585 is needed to complete the required soil remedial work to comply with OCHCA. Furthermore, staff is estimating a need for other Contract Change Orders and miscellaneous unforeseen conditions as seen in the table below (items 2 through 9) including allowance for potential Change Orders in an amount of approximately \$312,569. Therefore, due to the extra

soil remediation requirements and other Contract Change Orders, staff is requesting that the Contract Contingency be increased from 10% (\$245,543) to 32% (\$791,154) in order to continue with the construction Contract with LBI.

Below is a list of the current Contract bid quantity cost overages and pending Change Orders:

	Description	Amount
1.	Additional net soil to export (contaminated soil) and net import (clean soil).	\$478,585
2.	Drinking fountain changes.	\$7,323
3.	Repairs to unknown storm drain line running along the trail.	\$11,942
4.	Changing the handrail to a guardrail at the west stair railing.	\$7,705
5.	Southern California Edison connection to irrigation and future lighting.	*\$104,399
6.	Modification to the west stairway to avoid storm drain line.	*\$60,000
7.	Modification to the stairway to provide proper drainage.	*\$30,000
8.	Over excavation needed for the restroom building.	*\$40,000
9.	Allowance for potential change orders.	*\$51,200
	Total	\$791,154

*Estimated amount

Additionally, based on the extra and unforeseen work described herein, the new anticipated project completion is October 2017.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 8, 2017 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The total approved budget for the Project is \$3,964,093 with grant funding coming from a combination of Environmental Protection Agency (EPA) (\$153,614), Active Transportation Program (ATP) (\$2,577,000), Urban Greening (\$815,849), and Land and Water Conservation Fund (LWCF) (\$417,630). Staff is requesting City Council consider increasing the Contract Contingency from 10% (\$245,543) to 32% (\$791,154) and to authorize the Public Works Director or his designee to issue Contract Change Orders in an amount "not to exceed" 32% of the original Contract amount. This contingency increase with Change Order authority will cover the cost of current approved Change Orders issued to date that do not exceed the 10% contingency amount as well as the anticipated pending Change Order work as identified in the preceding table. There is no General Fund impact from this action. Please see the breakdown of the construction and construction engineering budget on the following page:

Project Expenditure	Budget
Construction Contract	\$2,455,433
Previously Approved Contingency (10%)	\$245,543
Additional Contingency Amount Requested (22%)	\$545,611
Revised Contingency (32%)	\$791,154
Sub-Total	\$3,246,587
Construction Engineering	\$405,146
Environmental-Geotechnical Inspection Services	\$312,360
Total Approved Budget	\$3,964,093

The Project encountered unforeseen conditions including additional soil remediation above the bid quantities and rough grading work. This resulted in extra costs for the additional export of contaminated soil and import of clean soil in accordance with SRAP and OCHCA requirements. Therefore, staff is requesting City Council consider increasing the Construction Contingency from 10% to 32% of the Contract price and to authorize the Public Works Director or his designee to issue Change Orders in the amount "not-to-exceed" 32% (\$791,154) of the Contract price. If approved, the total revised Contract amount is estimated to be \$3,246,587 with all Change Orders issued to date under the 10% contingency and as estimated up to the requested 32% contingency amount.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Raymond Contreras, Assistant Engineer
Concurrence: Steve Kooyman, P.E., City Engineer

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Cooperative Agreement with Orange County Transportation Authority for Replacement Planting Project along Aurora Avenue Between Greenbriar Lane and Eucalyptus Street

RECOMMENDATION

1. Authorize City Manager to execute the Cooperative Agreement between the City and the Orange County Transportation Authority ("OCTA") for the Replacement Planting Project along Aurora Avenue Between Greenbriar Lane and Eucalyptus Street, Project 7945 (\$110,000); and
2. Adopt a Resolution to Amend the Fiscal Year 2017-2018 Capital Improvement Program Budget, Approve funds from OCTA (Measure M2 Funds) in the amount of \$110,000, and Appropriate said funds to the Capital Improvement Program Fund (510) for Project 7945, Replacement Planting Project along Aurora Avenue Between Greenbriar Lane and Eucalyptus Street.

BACKGROUND/DISCUSSION

In November 2014, the California Department of Transportation ("Caltrans") completed the State Route 57 Northbound Widening Project from Yorba Linda Blvd. to Lambert Rd. (Project EA 12-0F0321). Subsequently, as part of the overall Project work for this corridor, Caltrans, in coordination with OCTA, embarked on the completion of the landscape portion of project with the development of the plans and specifications. In December 2015, the SR 57 Northbound Widening Landscape Plans and Specifications were approximately 95% complete. However, on January 17, 2014, prior to the completion of the widening project, Governor Brown proclaimed a State of Emergency throughout the State due to severe drought conditions with the issuance of an Executive Order. This action precluded OCTA and Caltrans' ability to complete the 100% plans and specifications and implement the landscaping along the State Route 57 highway system until November 2016.

The State Route 57 Widening Landscape Project ("SR 57 Landscape Project") plans included replanting and irrigation work along the west side of Aurora Avenue between Greenbriar Lane and Eucalyptus Street within the Glenbrook Subdivision (see Vicinity Map). This area of the SR 57 Landscape Project is within the City owned right-of-way along Aurora Avenue. City staff has been working with OCTA and Caltrans during the development of the SR 57 Landscape Project plans and specifications since the initiation of the design. Additionally, staff has been working with the Glenbrook Home Owners Association ("HOA") with respect to facilitating OCTA and Caltrans' ability to separate landscape work along Aurora Avenue from the overall SR 57 Landscape Project. In March 2017, OCTA agreed to separate out the Aurora Avenue portion of

the SR 57 Landscape Project and provide the City funds in the amount of \$110,000 through a Cooperative Agreement ("Agreement") to complete the work. On April 11, 2017, City and OCTA staff met with the HOA to discuss the Aurora Avenue landscaping and status of implementing the work through this Agreement. (See attached Cooperative Agreement).

This draft Agreement has been reviewed by the City Engineer and City Attorneys' office, which was resubmitted back to OCTA for final acceptance as to form and execution. Once OCTA provides the final Agreement, the City Engineer and City Attorneys' office will review for final acceptance and provide a recommendation for signature by the City Manager. Therefore, staff is recommending the City Council authorize the City Manager to execute the Agreement upon City Attorneys' acceptance as to form.

Furthermore, this separate project was not included within the adopted 2017 Capital Improvement Program ("CIP") due to the timing of the OCTA decision and development of the CIP. The Project is in conformance with the General Plan Policies CD 14.2, and CR 11.4, 11.5, and 12.2. Therefore, Staff is requesting the City Council consider a Resolution amending the CIP Budget Resolution No. 2017-041 to include the Replacement Planting Project Along Aurora Avenue Between Greenbriar Lane and Eucalyptus Street, Project 7945, in the amount of \$110,000 (see attached Resolution). The source of the funds will be from OCTA's Measure M2 as included as part of the Agreement.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 8, 2017 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

OCTA has agreed to separate out the landscape work along Aurora Avenue in the City from the overall SR 57 Landscape Project as administered and implemented by Caltrans. An Agreement that approves funding in the amount of \$110,000 from Measure M2 funds from OCTA to the City has been provided to complete the work. Therefore, Staff recommends City Council consider authorizing the City Manager to execute the Agreement upon review and acceptance as to form by the City Attorney. Additionally, in order to implement the work under the CIP, Staff recommends City Council adopt a Resolution amending CIP Resolution No. 2017-041 to include Project 7945 in the amount of \$110,000. The Agreement provides a cost breakdown within Exhibit A which shows the following expenditures:

Expenditure	Estimated Cost
Prepare PS&E	\$15,000
Advertise, Award, and Administer Construction Contract	\$5,000
Replacement Planting Construction	\$80,000
10% Contingency	\$10,000
Total	\$110,000

The Project funding will be from OCTA's Measure M2 funds via the Agreement in the amount of \$110,000. Therefore, there will be no General Fund Impact from this action.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

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

Attachments

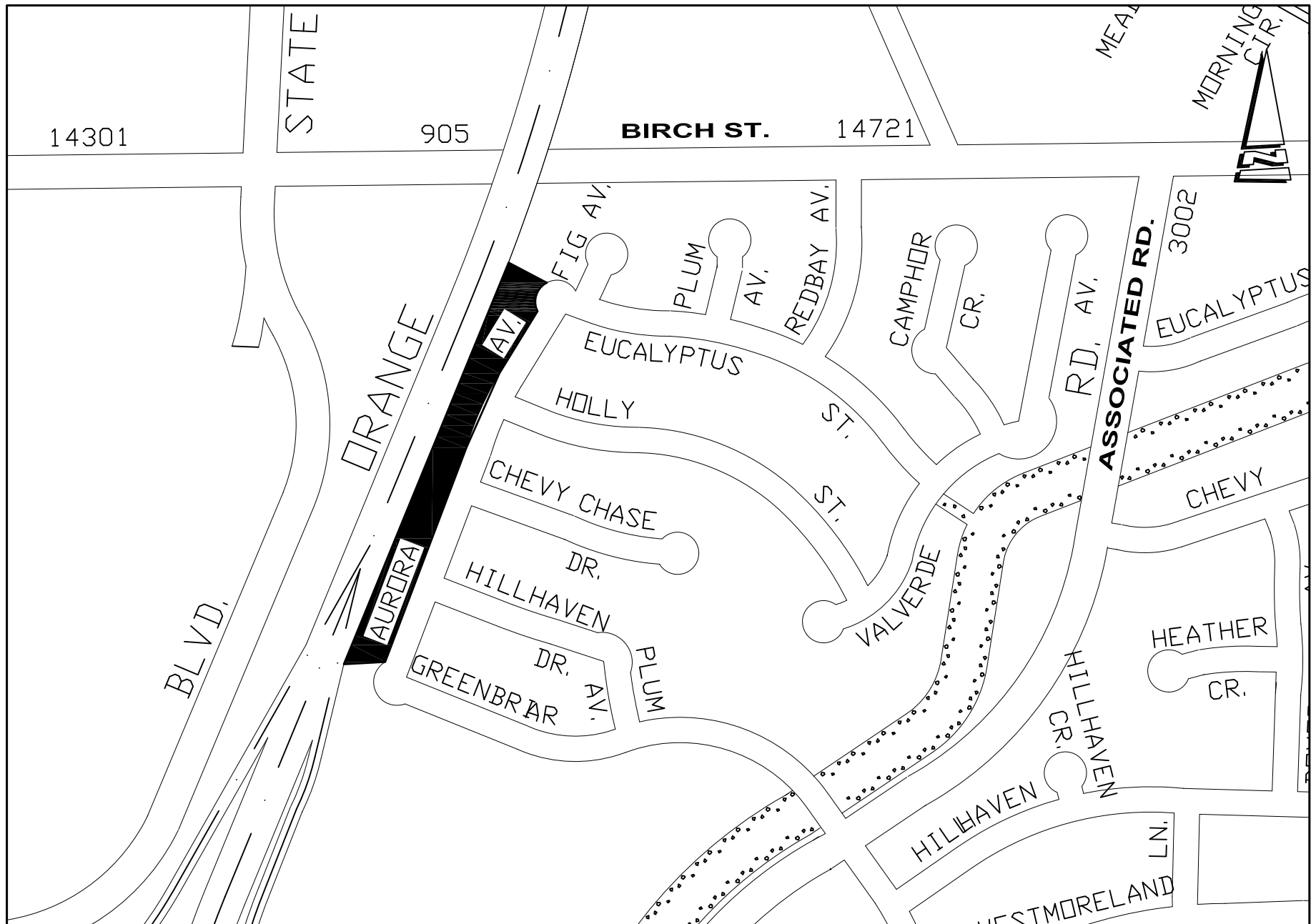
Map

Agreement

Resolution No 2017-058

PROJECT 7XXX

STATE ROUTE 57 REPLACEMENT PLANTING PROJECT
ALONG AURORA AVE. BETWEEN GREENBRIAR LN. AND EUCALYPTUS ST.



VICINITY MAP

NOT TO SCALE

AGREEMENT NO. C-X-XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BREA

FOR

STATE ROUTE 57 REPLACEMENT PLANTING PROJECT ALONG AURORA AVENUE BETWEEN
GREENBRIAR LANE AND EUCALYPTUS STREET

THIS COOPERATIVE AGREEMENT is effective this ____ day of August, 2017 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Brea 1 Civic Center Circle, Brea, California 92821, a municipal corporation (hereinafter referred to as "CITY"). The Parties are each individually known as "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY, in cooperation and partnership with the CITY, is proposing to implement replacement planting adjacent to the State Route 57 Freeway (SR-57) along Aurora Avenue between Greenbriar Lane and Eucalyptus Street (herein referred to as "PROJECT"); and

WHEREAS, PROJECT will add replacement planting and irrigation facilities within the CITY Right of Way along Aurora Avenue.; and

WHEREAS, AUTHORITY has requested and CITY has agreed to furnish PROJECT plans, specifications and estimates, and advertise, award, and administer the construction contract; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions and funding responsibilities between AUTHORITY and CITY for completion of final design and construction for PROJECT; and

WHEREAS, the CITY Council approved this Agreement on the ____ day of _____, 2017; and

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. CITY's failure to insist on any instances upon AUTHORITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such terms or conditions and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof. The services required to be performed by CITY to complete the PROJECT are more fully set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference herein ("SERVICES").

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY shall have the following responsibilities for PROJECT:

A. To provide the Project Manager or designee as its single point of contact to coordinate with CITY for all SERVICES under this Agreement.

B. To monitor all PROJECT activities to ensure that the approved PROJECT schedule, quality, and budget goals are met.

C. To monitor and review all SERVICES to ensure that all work performed is in compliance with obligations of the AUTHORITY under and grant, agreement, regulation, law, or other requirements.

D. To provide timely notice to CITY of any obligation of AUTHORITY under any grant, agreement, regulation, law, or other requirements governing AUTHORITY and affecting the work and to reimburse CITY for all costs incurred in furnishing any reports, studies, information, or other documentation as needed by AUTHORITY to meet its obligations.

E. To fund the SERVICES at its sole cost and expense, up to the not-to-exceed amount specified in Article 5. Should CITY not complete the SERVICES, or should CITY breach any provision of this Agreement, CITY will return to AUTHORITY all unspent monies funded as part of the Agreement within sixty (60) days of AUTHORITY's written demand.

F. To agree to pay CITY a not-to-exceed amount as specified in Article 5 for all work performed pursuant to Exhibit A, and the following provisions:

1. At the completion of SERVICES, only actual costs up to the not-to-exceed amount will be paid to CITY for all work.

2. To review changes to the SERVICES costs within seven (7) business days and provide CITY with written approval comments and/or objections in writing. As AUTHORITY is responsible for advance approval of all SERVICES costs, and payment of all SERVICES costs, CITY is not authorized to exceed the not-to-exceed amount without prior AUTHORITY written approval.

3. Notwithstanding the amount of any estimate for services by CITY, the AUTHORITY agrees to reimburse CITY for only approved SERVICES incurred by CITY up to the not to exceed amount in connection with the SERVICES including, but not limited to, actual costs of engineering and engineering review services, which shall include direct and indirect overhead costs

1 associated therewith.

2 G. To reimburse CITY, within 30 days of receipt of an acceptable invoice, for furnishing
3 materials and replacement planting construction costs for the PROJECT. The total amount for these
4 materials and replacement planting construction costs shall not exceed Ninety Thousand Dollars
5 (\$90,000.00). This amount will not be exceeded without prior written amendment to this Agreement.

6 H. To reimburse CITY, within 30 days of receipt of an acceptable invoice, for actual costs,
7 including staff overhead, for the following as-needed services; engineering services; police enforcement
8 and support; maintenance inspection and coordination; and public outreach support. The total amount
9 for these services shall not exceed Twenty Thousand Dollars (\$20,000.00). This amount will not be
10 exceeded without the prior written amendment to this Agreement.

11 **ARTICLE 4. RESPONSIBILITIES OF CITY**

12 CITY agrees to the following responsibilities

13 A. To designate a Project Manager as the point of contact and to manage the SERVICES
14 through completion.

15 B. To provide SERVICES through final completion at AUTHORITY's cost, up to the not-to-
16 exceed amount as specified in Article 5 in accordance with Exhibit A..

17 C. To provide timely review and responses to all requests and to not unreasonably withhold
18 approval of any requests.

19 D. To enter into agreements for any services associated with the PROJECT. CITY shall be
20 responsible for payment to consultants and/or contractors for services rendered. CITY may then seek
21 reimbursement from AUTHORITY as part of this Agreement. CITY shall be responsible for reviewing
22 consultant and/or contractor invoices for accuracy, reasonableness, terms, and completeness.

23 E. If CITY uses CITY labor to accomplish PROJECT or services under PROJECT, CITY may
24 utilize their current approved CITY's fiscal year budget overhead rate when seeking reimbursement from
25 AUTHORITY.

26 F. To submit an invoice to AUTHORITY for one hundred percent (100%) of total estimated costs
associated with the PROJECT within thirty (30) days of the execution of this Agreement. Following the

1 completion of PROJECT, CITY shall submit the final invoice to AUTHORITY detailing PROJECT
2 expenses incurred beginning with the Effective Date. CITY must submit this invoice for all work
3 performed, and in duplicate, to AUTHORITY's Accounts Payable office. Each CITY invoice shall include
4 the following information:

- 5 1. Agreement Number C-X-XXXX;
- 6 2. The time period covered by the invoice
- 7 3. Progress Report, which includes a detailed description of the services performed;
- 8 4. Itemized expenses including support documentation incurred during the billing period.
- 9 5. Invoice Certification signed by an authorized representative of CITY;

Certification statement shall be as follows:

10 "I hereby certify that invoice(s) dated _____ for the period covering _____ to
11 _____ are true, complete and correct statements of reimbursable costs and
12 progress. The backup information included with the invoices is true, complete and
13 correct in all material aspects. All payments due and owing to subcontractors and
14 suppliers have been made. Timely payments will be made to subcontractors and
15 suppliers from proceeds of the payment covered by the certification. The invoices
16 do not include any amounts which (Insert Name of the firm) intends to withhold or
17 retain from a subcontractor or supplier unless so identified on the invoices."

- 18 6. Such other information as requested by AUTHORITY.

19 G. To submit to AUTHORITY's review and approval of changes to the SERVICES cost within
20 seven (7) days of identifying the change.

21 H. To notify AUTHORITY in writing when seventy-five (75%) of the deposited funds have been
22 exhausted and include an estimate of what, if any, additional funds are estimated to be needed to
23 complete the SERVICES contemplated under this Agreement.

24 I. Within ninety (90) days from completion of SERVICES, CITY will return to the AUTHORITY
25 any unused funds along with a final progress report, including final expenditures.

26 J. To agree to perform SERVICES in accordance with the times as set forth in schedules
approved in writing.

1 K. To review and approve in writing the construction phasing plan and work windows necessary
2 to complete the SERVICES.

3
4 **ARTICLE 5. MAXIMUM OBLIGATION**

5 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree
6 that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY'S direct and
7 indirect costs) shall be One Hundred Ten Thousand Dollars (\$110,000.00), unless agreed to in writing by
8 both Parties.

9 **ARTICLE 6. AUDIT AND INSPECTION**

10 CITY shall maintain a complete set of records in accordance with generally accepted accounting
11 principles. Upon reasonable notice, CITY shall permit the authorized representatives of AUTHORITY to
12 inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a
13 period of four (4) years after final payment, or until any on-going audit is completed. For purposes of
14 audits, the date of completion of this Agreement shall be the date of AUTHORITY's payment of CITY's
15 final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce
16 any such books, records and accounts. The above provision with respect to audits shall extend to and/or
17 be included in contracts with CITY's contractor.

18 **ARTICLE 7. INDEMNIFICATION**

19 A. CITY shall indemnify and hold harmless AUTHORITY, its officers, directors, employees and
20 agents from and against any and all claims (including attorney's fees and reasonable expenses for
21 litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation
22 subrogation claims, damage to property to the extent a trier of fact determines same is actually caused
23 by the negligent acts, omissions or willful misconduct of CITY, its officers, directors, employees or agents
24 in the performance of this Agreement.

25 B. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
26 employees and agents from and against any and all claims (including attorney's fees and reasonable

expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to property to the extent actually caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

ARTICLE 8. ADDITIONAL PROVISIONS:

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement: This Agreement shall continue in full force and effect through February 28, 2018, or until the time within which any and all stop notice claims can be timely filed with respect to the PROJECT, whichever occurs last, unless terminated earlier by mutual written consent by both Parties. The term of this Agreement may only be extended upon written agreement by both Parties.

B. Termination: This Agreement is null and void if PROJECT is not awarded by CITY on or before _____. In the event either Party defaults in the performance of their obligations, under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

C. Termination for Convenience: Either Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate for convenience to the terminating Party;

D. Compliance: AUTHORITY and CITY shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.

E. Legal Authority: AUTHORITY and CITY warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Amendments: This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both Parties.

1 G. Severability: If any term, provision, covenant or condition of this Agreement is held to
2 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
3 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
4 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
6 number of counterparts, each of which, when executed and delivered shall be deemed an original and
7 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

8 I. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties,
9 nor authority hereunder may be assigned in whole or in part by either Party without the prior written
10 consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and
11 effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor
the waiver of any right to consent to such subsequent assignment.

12 J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
13 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the
14 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

15 K. Governing Law: The laws of the State of California and applicable local and federal
16 laws, regulations and guidelines shall govern hereunder.

17 L. Litigation Fees: Should litigation arise out of this Agreement for the performance
18 thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

19 M. Notices: Any notices, requests or demands made between the Parties pursuant to this
20 Agreement are to be directed as followed:

21 To CITY:

22 City of Brea

23 1 Civic Center Circle

24 Brea, CA 92821

25 Email: SteveK@ci.brea.ca.us

26 To AUTHORITY:

 Orange County Transportation Authority

 550 South Main Street

 P. O. Box 14184

 Orange, CA 92863-1584

 Email: dpekru1@octa.net

1 N. Force Majeure: Either Party shall be excused from performing its obligations under this
2 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
3 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
4 commandeering of material, products, plants or facilities by the federal, state or local government;
5 national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of
6 such cause is presented to the other Party, and provided further that such nonperformance is
7 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
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This Agreement shall be made effective _____ upon full execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-X-XXXX to be executed on the date first written above.

CITY OF BREA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Bill Gallardo
City Manager

By: _____
Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
Lillian Harris-Neal
Clerk of the Council

By: _____
James M. Donich
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____
James L. Markman
City Attorney

By: _____
James Beil, P.E.
Executive Director, Capital Programs

Dated: _____

Dated: _____

Exhibits:

Exhibit A Scope of Services

SCOPE OF SERVICES

State Route 57 Replacement Planting Project along Aurora Avenue between Greenbriar Lane and Eucalyptus Street

City of Brea (CITY) will provide all necessary services for the development and implementation of the replacement planting within the CITY right of way along Aurora Avenue between Greenbriar Lane and Eucalyptus Street displaced by the Northbound State Route 57 Widening Project (EA 12-0F0321). The following work shall will be required

1. Prepare Plans, Specifications and Estimate (PS&E)
2. Advertise, Bid, Award and Administer Construction Contract
3. Replacement Planting Construction
4. Submit monthly progress reports, to include monthly and cumulative cost expenditures (both labor and other direct costs, if any).

COST ESTIMATE FOR SERVICES

The following cost estimate assumes services will be required for approximately 6 months:

Description	Estimated Cost
Prepare PS&E	\$15,000
Advertise, Award, and Administer Construction Contract	\$5,000
Replacement Planting Construction	\$80,000
10% Contingency	\$10,000
Total	\$110,000

RESOLUTION NO. 2017-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2017-18 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET, APPROVE FUNDS FROM THE ORANGE COUNTY TRANSPORTATION AUTHORITY (MEASURE M2 FUNDS), AND APPROPRIATE SAID FUNDS TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7945, STATE ROUTE 57 REPLACEMENT PLANTING PROJECT ALONG AURORA AVENUE BETWEEN GREENBRIAR LANE AND EUCALYPTUS STREET

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to approve funds from the Orange County Transportation Authority (Measure M2 Funds) in the amount of \$110,000 through a Cooperative Agreement.

(ii) The City Council has determined that it is in the best interest of the City of Brea to appropriate the funds from the Orange County Transportation Authority (Measure M2 Funds), to the Capital Improvement Program Fund (510), for Project 7945 for the fiscal year 2017-18.

(iii) The Capital Improvement Program Budget, Resolution No. 2017-041, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2017-041, as heretofore amended, be further amended to:

1. Approve funding from the Orange County Transportation Authority (Measure M2 Funds) through a Cooperative Agreement in the amount of \$110,000; and
2. Appropriate an additional \$110,000 to the Capital Improvement Program Fund (510) for Project 7945, State Route 57 Replacement Planting Project along Aurora Avenue between Greenbriar Lane and Eucalyptus Street.

APPROVED AND ADOPTED this 15th day of August, 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 15th day of August, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: Consideration of Amendment No. 1 to Professional Services Agreement with Kimley–Horn and Associates, Inc. for the Preparation of an Environmental Assessment for the Hines/Brea Place Mixed–Use Development application.

RECOMMENDATION

Approve Amendment No. 1 to the Professional Services Agreement with Kimley–Horn and Associates, Inc.

BACKGROUND/DISCUSSION

On March 1, 2016, the City Council approved a Professional Services Agreement (PSA) with Kimley–Horn and Associates, Inc. for \$59,981.00 to prepare the environmental assessment for the Hines/Brea Place application. The scope of work and deliverables were completed on time and on schedule. However, given the project's complexity and changes to the plan in response to input from the Community, staff and the Commission, an amendment to the original PSA is necessary.

The Amendment includes additional services for the evaluation and review of revised plans, meeting attendance and representation above the initial amount agreed upon and additional technical report review and evaluation. The project exceeded the initial scope of work. It is important to note the additional work is as a result of the changes to the project and not a lack of understanding or lack of proper scoping by the consultant. The work requested in the Amendment is outside the initial scope of work and is for time, effort and materials that could not have been anticipated at the time the initial PSA was approved.

Kimley–Horn and Associates, Inc. has provided a separate proposal (attached) which outlines the outstanding cost of services for a not to exceed of \$35,000.00.

All costs associated with this PSA are paid by the applicant. The applicant's account is current and the original funds to pay the initial PSA have been exhausted. The remaining funds are available to pay out the additional work required to complete this project.

COMMISSION/COMMITTEE RECOMMENDATION

Finance Committee recommended the approval of this amendment at their August 8, 2017 meeting.

FISCAL IMPACT/SUMMARY

The applicant will fund the additional \$35,000 for the environmental assessment of the approved mixed-use development. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Star Haro, Associate Planner

Concurrence: David M. Crabtree, AICP, Community Development Director and Jennifer A. Lilley, AICP, City Planner

Attachments

Attachment 1 PSA Contract

Exhibit A - Kimley-Horn Scope of Work

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement is made and entered into this 15th day of August, 2017 by and between **Kimley-Horn and Associates, Inc.** ("CONSULTANT") and the **CITY OF BREA** ("CITY").

A. Recitals.

(i) **On or about March 1, 2016**, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT to prepare an environmental assessment for a mixed-use development project submitted by Hines for the proposed Brea Place project ("Agreement," hereinafter).

(ii) **On or about August 15, 2017**, CITY and CONSULTANT entered into an amendment for the professional services agreement, whereby CONSULTANT provides additional services needed regarding environmental review tasks; and preparation and attendance for future City of Brea Planning Commission hearings related to the proposed Brea Place Development ("Amendment No. 1," hereinafter).

(iii) The parties hereto desire to amend Agreement, whereby CONSULTANT provide additional review tasks and preparation and attendance of Brea Planning Commission hearings related to the proposed Brea Place project, thus increasing the contract amount from \$59,981 to \$94,981 ("Amendment No. 1," hereinafter).

B. Amendment.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

1. Notwithstanding any other provision therein, the term of the Agreement is hereby increased from \$59,981 to \$94,981. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain unchanged.


2. The persons executing this Amendment No. 1 warrant that they are authorized to execute this First Amendment and that this Amendment is binding on the parties hereto.

NOW, WHEREFORE, the parties have executed this Amendment No. 1 as of the date first set forth above.

CITY OF BREA
A California municipal corporation
1 Civic Center Circle
Brea, CA 92821

CONSULTANT
Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA 92868

Cecilia Hupp
Mayor



Principal *Serine Ciardella*
Sr. V. Pres.

Attest:

City Clerk



May 31, 2017

Jennifer Lilley, AICP
City Planner
City of Brea Planning Division
1 Civic Center Circle
Brea, CA 92821

Ms. Lilley;

Thank you for the opportunity to continue to work with the City of Brea on the Brea Place Project. As a part of the City's Project Team for the Brea Place Project, Kimley-Horn has been assisting the City in the preparation of California Environmental Quality Act (CEQA) documentation and as-needed planning assistance for the project. At this time, we are requesting a budget augment associated with tasks completed at the direction of the City as well as the anticipated tasks associated with completion of the work efforts for the proposed project.

Tasks would include but are not limited to the following: project meetings and public hearings including preparation and travel; new analysis for the CEQA documentation associated with additional document review as well as several changes to the description of the project and receipt of revised technical reports; ongoing project management; and review of supporting staff reports, conditions of approval, etc. All tasks would be performed at the direction of City staff and will be billed monthly on a time and materials basis at the hourly rates provided as an attachment to this letter. Please feel free to contact us if you have any questions or require additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Dana C. Privitt".

By: Dana C. Privitt, AICP
Associate

Hourly Rate Schedule
Rates Effective through June 30, 2017

	Hourly Billing Rate
Principal/Sr. Technical Advisor	\$295 - \$330
Sr. Professional	\$255 - \$295
Professional	\$175 –\$240
Analyst	\$110 –\$150
Sr. Designer	\$135 – \$155
Designer	\$90 – \$130
Clerical/Project Support	\$90 - \$135

Expenses

Direct Expense are billed at cost plus 15%

Mileage will be billed at the Federal Rate

Subconsultants are billed at cost plus 15%

Office Expenses are 5%

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 08/15/2017

SUBJECT: August 4 and 11, 2017 City Check Registers - Approve.

Attachments

8-4-17 CC Check Register

8-11-17 CC Check Register

City Check Register for: Aug 4, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175657	ANGELS BASEBALL LP	08/04/2017	26948	110	CNTNL BB HATS/PATCHES	\$4,885.00
ANGELS BASEBALL LP					Total Check Amount:	\$4,885.00
175658	AON RISK INSURANCE SERV. WEST, INC.	08/04/2017	26311	470141483	ACC INS:COUNTRY FAIR	\$96.00
		08/04/2017	26311	470141483	SPEC EVNTS INS 7/4/17	\$1,653.00
AON RISK INSURANCE SERV. WEST, INC.					Total Check Amount:	\$1,749.00
175659	AT&T CALNET	08/04/2017	20391	110141471	9391011968 6/22-7/21	\$20.38
AT&T CALNET					Total Check Amount:	\$20.38
175660	AL BEE	08/04/2017	13716	110404215	SING/DANCE/ACT CAMP	\$1,722.00
AL BEE					Total Check Amount:	\$1,722.00
175661	RANDY BICE	08/04/2017	26981	430515123	CWEA MEMBERSHIP	\$180.00
RANDY BICE					Total Check Amount:	\$180.00
175662	BOYS & GIRLS CLUBS OF BREA-PLACENTI	08/04/2017	26980	110212111	17/18 DONATION	\$12,247.61
BOYS & GIRLS CLUBS OF BREA-PLACENTI					Total Check Amount:	\$12,247.61
175663	CALIF BUILDING STANDARDS COMMISSION	08/04/2017	20578	110	GRNBLDG FEES 16/17 Q4	\$2,806.00
		08/04/2017	20578	110000000	10% DISC 4THQTR 16/17	(\$280.60)
CALIF BUILDING STANDARDS COMMISSION					Total Check Amount:	\$2,525.40
175664	CANNINGS ACE HARDWARE	08/04/2017	15828	110515125	IRRIGATION PARTS	\$7.21
		08/04/2017	15828	480515161	FLEXOGEN HOSE	\$30.30
		08/04/2017	15828	480515161	FORD SPARE KEY	\$86.59
		08/04/2017	15828	480515161	GORILLA TAPE/BUG STOP	\$37.86
		08/04/2017	15828	480515161	HITCH PIN/ PUTTY KNIFE	\$11.46
		08/04/2017	15828	480515161	SHOP SUPPLIES	\$33.01
		08/04/2017	15828	480515161	SPARE KEY/GLASS CLNR	\$11.29
CANNINGS ACE HARDWARE					Total Check Amount:	\$217.72
175665	CHARLES E THOMAS COMPANY	08/04/2017	17908	480515161	FS#3 DISPENSER REPAIR	\$511.00
CHARLES E THOMAS COMPANY					Total Check Amount:	\$511.00
175666	CITY OF BREA - WATER DEPT	08/04/2017	2039	341515112	WATER 6/8-7/10	\$1,951.82
		08/04/2017	2039	343515112	WATER 6/8-7/10	\$1,761.84
		08/04/2017	2039	345515112	WATER 6/8-7/10	\$4,008.84
		08/04/2017	2039	346515112	WATER 6/8-7/10	\$10,266.42
		08/04/2017	2039	347515112	WATER 6/8-7/10	\$678.95
		08/04/2017	2039	880515113	WATER 6/8-7/10	\$32.94
CITY OF BREA - WATER DEPT					Total Check Amount:	\$18,700.81
175667	COMPUTER PROTECTION TECHNOLOGY, INC	08/04/2017	11898	475141471	UPS 17/18 MAINT/BATT	\$2,551.00
COMPUTER PROTECTION TECHNOLOGY, INC					Total Check Amount:	\$2,551.00
175668	COUNTY OF ORANGE	08/04/2017	4799	110212122	PRKNG CITATIONS JUN17	\$11,328.00
COUNTY OF ORANGE					Total Check Amount:	\$11,328.00
175669	COUNTY OF ORANGE	08/04/2017	4799	110212131	COMM CHGS JUNE 2017	\$50.00

City Check Register for: Aug 4, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
COUNTY OF ORANGE						Total Check Amount: \$50.00
175670	ELIZABETH COVINGTON	08/04/2017	26987	110000000	REFUND:WTRCOLOR WKSH	\$75.00
ELIZABETH COVINGTON						Total Check Amount: \$75.00
175671	MARVIN DALLUGE	08/04/2017	26982	420000000	CLOSED WTR ACCT:GARDY	\$152.16
MARVIN DALLUGE						Total Check Amount: \$152.16
175672	DEPARTMENT OF CONSERVATION	08/04/2017	2278	110	STRNG MOTION 16/17 Q4	\$8,952.05
		08/04/2017	2278	110000000	5% 4TH QTR FEES 16/17	(\$447.60)
DEPARTMENT OF CONSERVATION						Total Check Amount: \$8,504.45
175673	DMV RENEWAL	08/04/2017	3545	480515161	DMV RENEWAL 7MPB420	\$265.00
DMV RENEWAL						Total Check Amount: \$265.00
175674	DMV RENEWAL	08/04/2017	3545	480515161	DMV RENEWAL 7MPB421	\$265.00
DMV RENEWAL						Total Check Amount: \$265.00
175675	EDISON CO	08/04/2017	3343	110515121	ELECTRICITY JUN-JUL17	\$1,236.78
EDISON CO						Total Check Amount: \$1,236.78
175676	EDUTAINMENT ARTS	08/04/2017	20873	110404214	DESERT SHOP	\$1,501.50
EDUTAINMENT ARTS						Total Check Amount: \$1,501.50
175677	JESUS ESPINOZA	08/04/2017	26990	470141483	CLAIM #503-17-13	\$598.96
JESUS ESPINOZA						Total Check Amount: \$598.96
175678	ASHLEY FERRATO	08/04/2017	26989	110404312	ANGELS TICKET:FERRATO	\$16.00
ASHLEY FERRATO						Total Check Amount: \$16.00
175679	FRONTIER COMMUNICATIONS	08/04/2017	26183	475141471	5621820146 7/16-8/15	\$44.14
FRONTIER COMMUNICATIONS						Total Check Amount: \$44.14
175680	THE GAS COMPANY	08/04/2017	3749	490515151	GAS JUN/JUL 2017	\$95.27
THE GAS COMPANY						Total Check Amount: \$95.27
175681	INTERINSURANCE EXCH OF THE AUTOCLUB	08/04/2017	19786	470141483	CLM 012735518 3/31/17	\$10,317.99
INTERINSURANCE EXCH OF THE AUTOCLUB						Total Check Amount: \$10,317.99
175682	INTL CODE COUNCIL ORANGE EMP CHAPTR	08/04/2017	15319	110323241	CALDAG SEMINAR 8/2/17	\$250.00
INTL CODE COUNCIL ORANGE EMP CHAPTR						Total Check Amount: \$250.00
175683	INTL CODE COUNCIL ORANGE EMP CHAPTR	08/04/2017	15319	110323241	CALDAG SEMINAR 8/2/17	\$250.00
INTL CODE COUNCIL ORANGE EMP CHAPTR						Total Check Amount: \$250.00
175684	JART DIRECT MAIL SERVICES	08/04/2017	8634	110404541	MAIL:4TH CLAY & GLASS	\$888.65
JART DIRECT MAIL SERVICES						Total Check Amount: \$888.65
175685	KWIK KLEEN	08/04/2017	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN						Total Check Amount: \$150.00
175686	LAW OFFICES OF JONES & MAYER	08/04/2017	12144	110212111	LGL SVCS POLICE JUN17	\$400.00
LAW OFFICES OF JONES & MAYER						Total Check Amount: \$400.00
175687	CHEN CHENG LEE	08/04/2017	26985	110000000	PD RPT REQUEST REFUND	\$3.00

City Check Register for: Aug 4, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
CHEN CHENG LEE						Total Check Amount: \$3.00
175688	BRAD MASON	08/04/2017	26984	110404312	AWARD:SAN FILIPPO	\$16.00
BRAD MASON						Total Check Amount: \$16.00
175689	OFFICE DEPOT, INC	08/04/2017	4743	110212121	OFFICE SUPPLIES	\$56.62
		08/04/2017	4743	110404311	OFFICE SUPPLIES	\$221.11
		08/04/2017	4743	110404420	DRAFTING STOOL	\$144.60
		08/04/2017	4743	110515171	OFFICE SUPPLS CREDIT	(\$90.93)
OFFICE DEPOT, INC						Total Check Amount: \$331.40
175690	PLUMBING WHOLESALE OUTLET, INC.	08/04/2017	18392	110515141	DRAIN CLEANERS	\$71.37
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$71.37
175691	PUENTE HILLS FORD	08/04/2017	25742	480515161	SENSOR	\$110.99
PUENTE HILLS FORD						Total Check Amount: \$110.99
175692	SAM'S CLUB DIRECT	08/04/2017	10123	110141481	SUPPLIES:LENORE'S RET	\$29.22
		08/04/2017	10123	110404224	TOTS/KDSWTCH SUPPLIES	\$89.05
		08/04/2017	10123	110404425	ASP/TINYTOTS SUPPLIES	\$100.00
		08/04/2017	10123	110404425	TOTS/KDSWTCH SUPPLIES	\$169.71
		08/04/2017	10123	110404429	ASP SUPPLIES	\$36.83
		08/04/2017	10123	110404429	ASP/TINYTOTS SUPPLIES	\$116.44
SAM'S CLUB DIRECT						Total Check Amount: \$541.25
175693	SHRED-IT USA	08/04/2017	7438	110212122	PD DOC DESTR 6/27/17	\$96.00
		08/04/2017	7438	110212122	PD DOC DESTR 7/11/17	\$96.00
SHRED-IT USA						Total Check Amount: \$192.00
175694	TOTAL ADMINISTRATIVE SERVICE CORP.	08/04/2017	26329	110141481	JUL17 FLEX ACCT FEES	\$296.25
TOTAL ADMINISTRATIVE SERVICE CORP.						Total Check Amount: \$296.25
175695	TRAUMA INTERVENTION PROGRAMS, INC.	08/04/2017	17230	110212121	17/18 USER AGNCY FEES	\$5,199.00
TRAUMA INTERVENTION PROGRAMS, INC.						Total Check Amount: \$5,199.00
175696	URBAN GRAFFITI ENTERPRISES INC.	08/04/2017	4352	110515121	GRAFFTI REMOVAL JUN17	\$2,000.00
		08/04/2017	4352	110515121	GRAFFTI REMOVAL MAY17	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.						Total Check Amount: \$4,000.00
175697	USA SHADE & FABRIC STRUCTURES, INC.	08/04/2017	23015	510707929	SHD STRUCTURE LAGOSDM	\$24,452.54
USA SHADE & FABRIC STRUCTURES, INC.						Total Check Amount: \$24,452.54
175698	VERIZON WIRELESS	08/04/2017	21122	110212121	9788594304 6/4-7/3/17	\$53.74
VERIZON WIRELESS						Total Check Amount: \$53.74
175699	VILLAGE NURSERIES	08/04/2017	7110	110515125	PLANTS:BREA BL WEST	\$82.91
VILLAGE NURSERIES						Total Check Amount: \$82.91
175700	KELLY WALKER	08/04/2017	19627	110000000	BREAFEST STRT-UP 8/18	\$3,000.00
KELLY WALKER						Total Check Amount: \$3,000.00
175701	MIKE WILSON	08/04/2017	26988	110404321	4TH CLAY&GLASS BIENNL	\$200.00

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MIKE WILSON						Total Check Amount: \$200.00
175702	WIPER CENTRAL USA, INC.	08/04/2017	18126	480515161	TERRY TOWELS	\$325.06
WIPER CENTRAL USA, INC.						Total Check Amount: \$325.06
175703	ALBERT WUN	08/04/2017	26986	110000000	PD RPT REQUEST REFUND	\$3.00
ALBERT WUN						Total Check Amount: \$3.00
Check Subtotal						\$120,577.33
V25258	ADVANCED BATTERY SYSTEMS, INC	08/04/2017	21035	480515161	YELLOW POST BATTERIES	\$499.85
ADVANCED BATTERY SYSTEMS, INC						Total Check Amount: \$499.85
V25259	AFLAC-ACCOUNT #EZA73	08/04/2017	22923	110	ACC/CANCER INS JUL17	\$5,812.60
AFLAC-ACCOUNT #EZA73						Total Check Amount: \$5,812.60
V25260	ALLIANT INSURANCES SVCS	08/04/2017	13785	950000000	ILJAOC:1718 SPIP PREM	\$1,175.23
ALLIANT INSURANCES SVCS						Total Check Amount: \$1,175.23
V25261	ALTERNATIVE HOSE, INC.	08/04/2017	18488	480515161	HOSE ASSEMBLY	\$121.44
ALTERNATIVE HOSE, INC.						Total Check Amount: \$121.44
V25262	ANAHEIM ICE MANAGEMENT	08/04/2017	15170	110404145	YOUTH ICE SKATING	\$88.00
ANAHEIM ICE MANAGEMENT						Total Check Amount: \$88.00
V25263	ARC DOCUMENT SOLUTIONS	08/04/2017	23645	110515171	PLANS:CENTRL/TAMARACK	\$47.21
ARC DOCUMENT SOLUTIONS						Total Check Amount: \$47.21
V25264	AVCOGAS PROPANE SALES & SERVICES	08/04/2017	22047	480515161	PROPANE FUEL	\$1,304.39
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$1,304.39
V25265	B & M LAWN AND GARDEN CENTER	08/04/2017	4699	110222223	CHAIN SAW REPAIR	\$429.73
B & M LAWN AND GARDEN CENTER						Total Check Amount: \$429.73
V25266	BEST LAWN MOWER SERVICE	08/04/2017	16230	480515161	2-CYCLE SML EQPT OIL	\$519.49
		08/04/2017	16230	480515161	CUTTER BAR ASSEMBLY	\$633.21
		08/04/2017	16230	480515161	REAR CASTER WHEELS	\$312.83
		08/04/2017	16230	480515161	SMALL EQUIPMENT PARTS	\$877.14
		08/04/2017	16230	480515161	SWITCH/BRAKE SWITCH	\$25.96
BEST LAWN MOWER SERVICE						Total Check Amount: \$2,368.63
V25267	ROBB BLOCK	08/04/2017	3095	110212111	PURSUIT INTERV COURSE	\$50.72
ROBB BLOCK						Total Check Amount: \$50.72
V25268	BREA DISPOSAL, INC	08/04/2017	3330	440515122	JUN 2017 RES TONNAGE	\$69,212.28
		08/04/2017	3330	440515122	MAY 2017 RES TONNAGE	\$64,359.23
		08/04/2017	3330	440515122	RECD AS JUNE, S/B MAY	(\$64,359.23)
BREA DISPOSAL, INC						Total Check Amount: \$69,212.28
V25269	SHANNON BUCKELS	08/04/2017	12046	110212111	TRAINING:ACTIVE SHOOTER	\$63.29
SHANNON BUCKELS						Total Check Amount: \$63.29
V25270	CALIFORNIA RETROFIT, INC	08/04/2017	4447	110515141	RR LAMPS	\$42.78
CALIFORNIA RETROFIT, INC						Total Check Amount: \$42.78

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V25271	CAR-GO ALTERNATOR & STARTER SUPPLY	08/04/2017	10820	480515161	CLUTCH PULLEY	\$102.84
CAR-GO ALTERNATOR & STARTER SUPPLY					Total Check Amount:	\$102.84
V25272	CELL BUSINESS EQUIPMENT	08/04/2017	23344	110141441	OVRGE DSPATCH APR-JUN	\$17.40
		08/04/2017	23344	110141441	OVRGE FS #1 APR-JUN	\$14.63
		08/04/2017	23344	110141441	OVRGE FS #2 APR-JUN	\$24.04
		08/04/2017	23344	110141441	OVRGE FS #4 APR-JUN	\$30.25
		08/04/2017	23344	110141441	OVRGE SR CTR APR-JUN	\$114.58
CELL BUSINESS EQUIPMENT					Total Check Amount:	\$200.90
V25273	CIGNA BEHAVIORAL HEALTH, INC.	08/04/2017	26628	110141481	EAP SERVICES AUG17	\$1,173.49
		08/04/2017	26628	110141481	EAP SERVICES JUL17	\$1,173.49
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$2,346.98
V25274	CIVILSOURCE INC	08/04/2017	22210	510707318	E76 PACKAGE MAY17	\$1,880.00
		08/04/2017	22210	510707873	TRACKS @BREA S6 MAY17	\$19,952.00
CIVILSOURCE INC					Total Check Amount:	\$21,832.00
V25275	COLONIAL LIFE PROCESSING CENTER	08/04/2017	26071	110	E4504064 CRIT ILL JUL	\$76.34
		08/04/2017	26071	110	E4504064 ST DISAB JUL	\$1,412.32
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$1,488.66
V25276	DAVID EVANS AND ASSOCIATES, INC.	08/04/2017	20981	510707873	TRACKS S2/3 4/30-5/27	\$3,490.61
		08/04/2017	20981	510707873	TRACKS S4 4/30-5/27	\$3,373.14
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$6,863.75
V25277	DUALGRAPHICS	08/04/2017	14494	110111151	BL ROUTE SLPS:JUL/AUG	\$271.46
		08/04/2017	14494	110111151	JUL/AUG BREA LINE	\$7,943.88
DUALGRAPHICS					Total Check Amount:	\$8,215.34
V25278	EEC ENVIRONMENTAL	08/04/2017	25778	110515111	PROFSVCS 5/27-6/30/17	\$911.25
EEC ENVIRONMENTAL					Total Check Amount:	\$911.25
V25279	FLEET SERVICES	08/04/2017	5658	480515161	CHRON NUT/RAIN CAPS	\$57.13
FLEET SERVICES					Total Check Amount:	\$57.13
V25280	GALE SUPPLY COMPANY	08/04/2017	21090	110515141	SOAP/LINERS	\$405.23
GALE SUPPLY COMPANY					Total Check Amount:	\$405.23
V25281	GRAINGER	08/04/2017	13634	480515161	HALOGEN REFECTOR LAMP	\$42.03
		08/04/2017	13634	480515161	WTR COOLER WIRE RACK	\$193.95
GRAINGER					Total Check Amount:	\$235.98
V25282	HAAKER EQUIPMENT CO.	08/04/2017	4297	480515161	VACTOR REPAIR/INSP	\$611.48
HAAKER EQUIPMENT CO.					Total Check Amount:	\$611.48
V25283	HI SIGN	08/04/2017	4693	110222231	FIRE:SIGNAGE ON DOORS	\$1,300.54
HI SIGN					Total Check Amount:	\$1,300.54
V25284	JAMES LEE HOWE	08/04/2017	5953	110404145	ADULT GOLD SWING	\$220.00
JAMES LEE HOWE					Total Check Amount:	\$220.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V25285	HUNTINGTON COURT REPORTS&TRANSCRIP.	08/04/2017	18131	110212122	4/16-4/30 TO PO#67981	(\$625.32)
		08/04/2017	18131	110212122	TRNSCRPTN 4/16-4/30	\$625.32
		08/04/2017	18131	110212122	TRNSCRPTN 7/1-7/15/17	\$528.30
HUNTINGTON COURT REPORTS&TRANSCRIP.					Total Check Amount:	\$528.30
V25286	INK LINK INC	08/04/2017	22423	110404544	BREA FEST SIGNAGE	\$404.06
INK LINK INC					Total Check Amount:	\$404.06
V25287	KOURY GEOTECHNICAL SERVICES, INC.	08/04/2017	22200	510707873	BREA TRACKS S6 MAY17	\$2,997.60
KOURY GEOTECHNICAL SERVICES, INC.					Total Check Amount:	\$2,997.60
V25288	LINCOLN AQUATICS	08/04/2017	17902	110404422	CHLORINE FOR PLUNGE	\$799.01
		08/04/2017	17902	110404422	MURIATIC ACID	\$343.96
		08/04/2017	17902	110404422	PLUNGE CHEM/FILTER	\$848.80
		08/04/2017	17902	110404422	PLUNGE EQUIPMENT	\$38.52
LINCOLN AQUATICS					Total Check Amount:	\$2,030.29
V25289	LONG BEACH BMW	08/04/2017	18120	480515161	FLTRS/BRKEPD SINTERED	\$303.17
LONG BEACH BMW					Total Check Amount:	\$303.17
V25290	LOS ANGELES ENGINEERING, INC.	08/04/2017	26670	510707873	TRACKS @BREA S6 JUL17	\$141,313.74
LOS ANGELES ENGINEERING, INC.					Total Check Amount:	\$141,313.74
V25291	MTGL, INC.	08/04/2017	26279	510707873	TRACKS @BREA S2 MAY17	\$60.00
		08/04/2017	26279	510707873	TRACKS @BREA S6 MAY17	\$1,366.00
MTGL, INC.					Total Check Amount:	\$1,426.00
V25292	MUNISERVICES, LLC	08/04/2017	10627	110000000	SUTA 1ST QTR 2017	\$4,579.68
MUNISERVICES, LLC					Total Check Amount:	\$4,579.68
V25293	MYERS AND SONS	08/04/2017	21624	110515121	COUNTRY HLLS SCH SIGN	\$36.69
		08/04/2017	21624	110515121	FIRE LANE SIGNS	\$81.89
		08/04/2017	21624	110515125	NO PARKING SIGNS	\$856.61
MYERS AND SONS					Total Check Amount:	\$975.19
V25294	NICKEY PETROLEUM CO., INC.	08/04/2017	6667	480515161	ENGINE MOTOR OIL	\$1,907.06
NICKEY PETROLEUM CO., INC.					Total Check Amount:	\$1,907.06
V25295	READWRITE EDUCATIONAL, INC.	08/04/2017	3444	110404145	SOUND START READING	\$350.00
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$350.00
V25296	RICHARDS, WATSON & GERSHON	08/04/2017	8978	110000000	0116 REIMB WORK JUN17	\$19,597.00
		08/04/2017	8978	410515132	162 STA ANA MS4 JUN17	\$201.95
		08/04/2017	8978	510707251	145 57/LAMBERT JUN17	\$143.50
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$19,942.45
V25297	RPW SERVICES, INC.	08/04/2017	3791	343515112	WEED ABATEMENT	\$200.00
RPW SERVICES, INC.					Total Check Amount:	\$200.00
V25298	RSG, INC.	08/04/2017	26650	280323215	AFF HSG MONTRNG JUN17	\$1,250.00
RSG, INC.					Total Check Amount:	\$1,250.00
V25299	SHARPER IMAGE COLLISION	08/04/2017	24443	480515161	1415 ACCIDENT REPAIR	\$1,380.20

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SHARPER IMAGE COLLISION						Total Check Amount: \$1,380.20
V25300	SITEONE LANDSCAPE SUPPLY, LLC	08/04/2017	25942	110515141	TOOLS/IRRIGATN PARTS	\$205.88
		08/04/2017	25942	110515144	TOOLS/IRRIGATN PARTS	\$39.41
		08/04/2017	25942	360515145	TOOLS/IRRIGATN PARTS	\$89.93
SITEONE LANDSCAPE SUPPLY, LLC						Total Check Amount: \$335.22
V25301	SMART & FINAL	08/04/2017	3269	110404425	TINY TOTS SUPPLIES	\$48.10
		08/04/2017	3269	110404428	DAY CAMP FOOD	\$202.43
SMART & FINAL						Total Check Amount: \$250.53
V25302	SO CAL LAND MAINTENANCE, INC.	08/04/2017	26009	110515141	PARKS MOWING JUN17	\$6,043.93
		08/04/2017	26009	360515145	PARKS MOWING JUN17	\$85.95
		08/04/2017	26009	360515147	PARKS MOWING JUN17	\$37.12
SO CAL LAND MAINTENANCE, INC.						Total Check Amount: \$6,167.00
V25303	SPECTRUM GAS PRODUCTS, INC.	08/04/2017	16060	110222222	HYDROTEST SCBA	\$52.50
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount: \$52.50
V25304	STANTEC CONSULTING SERVICES, INC.	08/04/2017	26045	510707914	BREA SKATE PARK 5/26	\$2,471.00
STANTEC CONSULTING SERVICES, INC.						Total Check Amount: \$2,471.00
V25305	STATE INDUSTRIAL PRODUCTS	08/04/2017	8572	490515151	TRUCK WASH/GLASS CLNR	\$283.17
STATE INDUSTRIAL PRODUCTS						Total Check Amount: \$283.17
V25306	STEAMX LLC	08/04/2017	24072	480515161	1518 PRSRE WASHER RPR	\$285.65
		08/04/2017	24072	480515161	GAS CAP/ RACHET TETHER	\$70.60
		08/04/2017	24072	480515161	LABOR/TECHNICIAN	\$212.50
STEAMX LLC						Total Check Amount: \$568.75
V25307	STOTZ EQUIPMENT	08/04/2017	24388	480515161	DEFLECTOR	\$172.16
		08/04/2017	24388	480515161	TINES/ GUARD	\$516.52
STOTZ EQUIPMENT						Total Check Amount: \$688.68
V25308	SUPERIOR ALARM SYSTEMS	08/04/2017	11074	110404211	MONITORING:JUL-SEP17	\$210.00
SUPERIOR ALARM SYSTEMS						Total Check Amount: \$210.00
V25309	TIFCO INDUSTRIES	08/04/2017	8995	480515161	NUTS/WIRES/HOSES	\$380.72
TIFCO INDUSTRIES						Total Check Amount: \$380.72
V25310	TOTAL ADMINISTRATIVE SERVICE CORP.	08/04/2017	26017	110141481	REIMB IN XS OF CONTR	\$1,418.23
TOTAL ADMINISTRATIVE SERVICE CORP.						Total Check Amount: \$1,418.23
V25311	TOWNSEND PUBLIC AFFAIRS, INC.	08/04/2017	18881	110141413	CONSULTING SVCS JUL17	\$1,250.00
		08/04/2017	18881	410141413	CONSULTING SVCS JUL17	\$1,250.00
		08/04/2017	18881	420141413	CONSULTING SVCS JUL17	\$1,250.00
		08/04/2017	18881	430141413	CONSULTING SVCS JUL17	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.						Total Check Amount: \$5,000.00
V25312	TRINITY SOUND COMPANY	08/04/2017	11364	110404542	SOUND:8/2 CONCERT	\$798.00
TRINITY SOUND COMPANY						Total Check Amount: \$798.00
V25313	VALLEY POWER SYSTEMS, INC.	08/04/2017	16506	480515161	OIL SENSOR	\$48.40

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VALLEY POWER SYSTEMS, INC.						Total Check Amount: \$48.40
V25314	VIRTUAL PROJECT MANAGER	08/04/2017	23508	510707310	SYSTEM MGMT JUL 2017	\$85.00
		08/04/2017	23508	510707318	SYSTEM MGMT JUL 2017	\$85.00
		08/04/2017	23508	510707873	SYSTEM MGMT JUL 2017	\$160.00
		08/04/2017	23508	510707903	SYSTEM MGMT JUL 2017	\$85.00
		08/04/2017	23508	510707929	SYSTEM MGMT JUL 2017	\$85.00
VIRTUAL PROJECT MANAGER						Total Check Amount: \$500.00
V25315	WAXIE SANITARY SUPPLY	08/04/2017	3332	110515141	STD ROLLS	\$545.13
WAXIE SANITARY SUPPLY						Total Check Amount: \$545.13
V25316	WEBBY DANCE COMPANY	08/04/2017	25323	110404214	TUMBLING	\$203.00
WEBBY DANCE COMPANY						Total Check Amount: \$203.00
V25317	CANDACE WEIDMAN	08/04/2017	4009	110404214	PRE-BALLET/TAP	\$208.00
CANDACE WEIDMAN						Total Check Amount: \$208.00
V25318	RICHARD WILDMAN	08/04/2017	26129	110212134	SWAT SCHOOL	\$343.04
RICHARD WILDMAN						Total Check Amount: \$343.04
V25319	WILLDAN ENGINEERING	08/04/2017	12445	110515171	TFC ENG 5/26/17	\$118.00
		08/04/2017	12445	510707219	TFC CALMING-CARBN CYN	\$2,666.50
WILLDAN ENGINEERING						Total Check Amount: \$2,784.50
V25320	CHRISTOPHER WINGER	08/04/2017	26711	110212111	DNA EVDENCE COLL TRNG	\$14.18
CHRISTOPHER WINGER						Total Check Amount: \$14.18
V25321	ZOLL MEDICAL CORPORATION	08/04/2017	23538	110222222	MEDICAL SUPPLIES	\$1,563.72
ZOLL MEDICAL CORPORATION						Total Check Amount: \$1,563.72
Voucher Subtotal						\$330,429.74
TOTAL						\$451,007.07

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175704	AFSS - SOUTHERN DIVISION	08/11/2017	11391	110222211	EXEC ASST MEMBERSHIP	\$50.00
AFSS - SOUTHERN DIVISION					Total Check Amount:	\$50.00
175705	ALL AMERICAN ASPHALT	08/11/2017	1571	510707318	LAMBERT/KRAEMER JUL17	\$121,386.25
ALL AMERICAN ASPHALT					Total Check Amount:	\$121,386.25
175706	AMERICAN PLANNING ASSOCIATION	08/11/2017	10147	110323212	APA/AICP MEMBERSHIP	\$759.00
AMERICAN PLANNING ASSOCIATION					Total Check Amount:	\$759.00
175707	AT&T CALNET	08/11/2017	20391	110141471	9391011961 7/28	\$460.37
		08/11/2017	20391	110141471	9391011963 7/28	\$39.68
		08/11/2017	20391	110141471	9391011965 7/28	\$77.36
		08/11/2017	20391	110141471	9391011966 7/28	\$111.11
		08/11/2017	20391	110141471	9391011967 7/28	\$0.48
		08/11/2017	20391	110141471	9391011971 7/28	\$75.37
		08/11/2017	20391	110141471	9391011972 7/28	\$281.86
		08/11/2017	20391	110141471	9391011973 7/28	\$79.24
		08/11/2017	20391	110141471	9391011975 7/28	\$7,903.92
		08/11/2017	20391	110141471	9391023157 7/28	\$39.58
		08/11/2017	20391	110141471	9391023158 7/28	\$76.38
		08/11/2017	20391	110141471	9391023159 7/28	\$41.39
		08/11/2017	20391	110141471	9391052504 7/28	\$548.29
		08/11/2017	20391	110141471	9391052507 7/28	\$548.29
		08/11/2017	20391	420515131	9391011964 7/28	\$72.65
AT&T CALNET					Total Check Amount:	\$10,355.97
175708	BOTACH TACTICAL	08/11/2017	5214	110	RIFLE MOUNT	(\$127.68)
		08/11/2017	5214	110212131	RIFLE MOUNT	\$1,723.68
BOTACH TACTICAL					Total Check Amount:	\$1,596.00
175709	BRAD LEE. A PROFESSIONAL LAW CORP.	08/11/2017	26993	110000000	PD PHOTO REQ REFUND	\$35.00
BRAD LEE. A PROFESSIONAL LAW CORP.					Total Check Amount:	\$35.00
175711	BUSINESS CARD	08/11/2017	18749	110	BC FEE CS 072317	\$412.42
		08/11/2017	18749	110	BC FEE CS II 072317	\$176.90
		08/11/2017	18749	110	BC FEE CS III 072317	\$33.00
		08/11/2017	18749	110	BC FEE FIRE 072317	\$29.00
		08/11/2017	18749	110	BC FEE HR 072317	\$36.66
		08/11/2017	18749	110	BC FEE ILJAOC JM 0717	\$31.26
		08/11/2017	18749	110	BC FEE PARKS 072317	\$31.37
		08/11/2017	18749	110	BC FEE PD ADM 072317	\$166.52
		08/11/2017	18749	110	BC FEE PD INV 072317	\$105.49
		08/11/2017	18749	110	BC FEE PD TRNG 072317	\$88.48
		08/11/2017	18749	110	BC FEE WATER 072317	\$34.98

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175711	BUSINESS CARD	08/11/2017	18749	110	BSCARD CS 072317	(\$4.80)
		08/11/2017	18749	110	BSCARD PD ADM 072317	(\$128.66)
		08/11/2017	18749	110	BSCARD PD INV 072317	(\$85.30)
		08/11/2017	18749	110141481	BSCARD HR 072317	\$175.18
		08/11/2017	18749	110212111	BSCARD PD ADM 072317	\$1,158.28
		08/11/2017	18749	110212111	BSCARD PD TRNG 072317	\$3,792.00
		08/11/2017	18749	110212121	BSCARD PD ADM 072317	\$1,788.74
		08/11/2017	18749	110212121	BSCARD PD INV 072317	\$2,795.03
		08/11/2017	18749	110212131	BSCARD PD ADM 072317	\$315.15
		08/11/2017	18749	110212132	BSCARD PD ADM 072317	\$2,663.89
		08/11/2017	18749	110222211	BSCARD FIRE 072317	\$7.49
		08/11/2017	18749	110222231	BSCARD FIRE 072317	\$369.92
		08/11/2017	18749	110404428	BSCARD CS 072317	\$3,962.09
		08/11/2017	18749	110404428	BSCARD CS II 072317	\$2,116.28
		08/11/2017	18749	110515141	BSCARD PARKS 072317	\$90.64
		08/11/2017	18749	420515131	BSCARD WATER 072317	\$276.10
		08/11/2017	18749	950000000	ILJAO BSCARD JM 0717	\$64.89
		08/11/2017	18749	950000000	ILJAO BSCARD MJ 0717	\$290.00
BUSINESS CARD					Total Check Amount:	\$20,793.00
175712	CALIFORNIA FORENSIC PHLEBOTOMY INC.	08/11/2017	4488	110212131	BLOOD TESTS JUL 2017	\$2,568.00
CALIFORNIA FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$2,568.00
175713	HSING CHAO	08/11/2017	26994	110	REFUND:SWIM LESSONS	\$60.00
HSING CHAO					Total Check Amount:	\$60.00
175714	COCA-COLA REFRESHMENTS	08/11/2017	24973	110404542	CONCESSIONS:CONCERTS	\$102.91
		08/11/2017	24973	110404542	CONCESSIONS:THEATRE	\$432.12
		08/11/2017	24973	110404542	CONCESSIONS:THEATRE	\$989.28
		08/11/2017	24973	110404542	CREDIT:CONCESSIONS	(\$225.60)
COCA-COLA REFRESHMENTS					Total Check Amount:	\$1,298.71
175715	COMMONWEALTH LAND TITLE COMPANY	08/11/2017	19306	110000000	COND OF TITLE GRNTEE	\$1,500.00
COMMONWEALTH LAND TITLE COMPANY					Total Check Amount:	\$1,500.00
175716	CORELOGIC	08/11/2017	25542	280323215	REAL EST LISTNG JUN17	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
175717	COUNTY OF ORANGE	08/11/2017	4799	110212122	OCATS JULY 2017	\$389.00
		08/11/2017	4799	110212122	SWITCHER COST JUL17	\$264.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
175718	COUNTY OF ORANGE	08/11/2017	4799	110212133	COMM CHGS BR0 JUL-SEP	\$22,666.00
COUNTY OF ORANGE					Total Check Amount:	\$22,666.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175719	COUNTY OF ORANGE AUDITOR-CONTROLLER	08/11/2017	5183	361141431	FEE:SPTAX ASSMNT CORR	\$90.00
COUNTY OF ORANGE AUDITOR-CONTROLLER					Total Check Amount:	\$90.00
175720	COUNTY OF ORANGE HEALTH CARE AGENCY	08/11/2017	20005	510707873	TRCKS S2 CLN-UP JUL17	\$2,035.00
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$2,035.00
175721	CROWN FIVE, LLC	08/11/2017	25723	110404544	KELLY RAE BAND	\$2,500.00
CROWN FIVE, LLC					Total Check Amount:	\$2,500.00
175722	DELTA DENTAL INSURANCE COMPANY	08/11/2017	26074	110	05-R103125 DENTAL AUG	\$1,558.03
		08/11/2017	26074	110	05-R103125 JUL17 ERR	\$10.00
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$1,568.03
175723	DEPARTMENT OF TRANSPORTATION	08/11/2017	13722	110515121	SGNAL/LIGHTNG APR-JUN	\$12,035.28
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$12,035.28
175724	EDISON CO	08/11/2017	3343	110515121	ELECTRICITY JUL-AUG17	\$3,206.70
		08/11/2017	3343	110515125	ELECTRICITY JUL-AUG17	\$5,765.43
		08/11/2017	3343	110515141	ELECTRICITY JUL-AUG17	\$1,438.55
		08/11/2017	3343	110515143	ELECTRICITY JUL-AUG17	\$681.58
		08/11/2017	3343	110515144	ELECTRICITY JUL-AUG17	\$1,044.28
		08/11/2017	3343	341515112	ELECTRICITY JUL-AUG17	\$169.69
		08/11/2017	3343	343515112	ELECTRICITY JUL-AUG17	\$153.49
		08/11/2017	3343	345515112	ELECTRICITY JUL-AUG17	\$96.04
		08/11/2017	3343	346515112	ELECTRICITY JUL-AUG17	\$346.93
		08/11/2017	3343	360515145	ELECTRICITY JUL-AUG17	\$563.43
		08/11/2017	3343	420515131	ELECTRICITY JUL-AUG17	\$34,915.58
		08/11/2017	3343	430515123	ELECTRICITY JUL-AUG17	\$30.10
		08/11/2017	3343	490515151	ELECTRICITY JUL-AUG17	\$2,445.96
		08/11/2017	3343	880515113	ELECTRICITY JUL-AUG17	\$24.27
EDISON CO					Total Check Amount:	\$50,882.03
175725	EDUTAINMENT ARTS	08/11/2017	20873	110404214	YOUTUBER CAMP	\$2,616.90
EDUTAINMENT ARTS					Total Check Amount:	\$2,616.90
175726	MONICA FAULKNER	08/11/2017	26995	110	REFUND:SWIM LESSONS	\$60.00
MONICA FAULKNER					Total Check Amount:	\$60.00
175727	THE FENIANS MUSIC	08/11/2017	24930	110404544	BREA FEST PERFORMANCE	\$2,300.00
THE FENIANS MUSIC					Total Check Amount:	\$2,300.00
175728	FRANCHISE TAX BOARD	08/11/2017	13287	110	CD 9120-02824 080417	\$184.92
FRANCHISE TAX BOARD					Total Check Amount:	\$184.92
175729	FRANCHISE TAX BOARD/ST OF CALIF	08/11/2017	12043	110	25%WH CASE 559392854	\$37.50
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$37.50
175730	FRANCHISE TAX BOARD/ST OF CALIF	08/11/2017	12043	110	550572557 080417 PR	\$75.00

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FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$75.00
175731	FRONTIER COMMUNICATIONS	08/11/2017	26183	420515131	562-1821220 0728-0827	\$188.47
FRONTIER COMMUNICATIONS					Total Check Amount:	\$188.47
175732	GOLDEN WEST COLLEGE	08/11/2017	9477	110212111	RBC CLASS 154 SPR2017	\$735.00
GOLDEN WEST COLLEGE					Total Check Amount:	\$735.00
175733	WILLIAM D. HALE	08/11/2017	26996	110404542	CONC IN THE PARK 2017	\$1,100.00
WILLIAM D. HALE					Total Check Amount:	\$1,100.00
175734	HARRINGTON GEOTECHNICAL ENG.INC.	08/11/2017	15251	510707903	SPRBLK PKG LVL4 JUN17	\$10,126.00
HARRINGTON GEOTECHNICAL ENG.INC.					Total Check Amount:	\$10,126.00
175735	HARRIS AND ASSOCIATES	08/11/2017	12491	110515141	PROF SVCS 5/28-6/30	\$1,750.00
HARRIS AND ASSOCIATES					Total Check Amount:	\$1,750.00
175736	GRAEME HINDE	08/11/2017	26353	110404544	BREAFEST:LIVE KARAOKE	\$1,350.00
GRAEME HINDE					Total Check Amount:	\$1,350.00
175737	GARRY L HOBDAY	08/11/2017	25175	110404421	COUNTRY FAIR EMCEE	\$150.00
GARRY L HOBDAY					Total Check Amount:	\$150.00
175738	IN TIME SERVICES INC	08/11/2017	20876	950000000	ILJAOE ISELINK JUL17	\$1,549.44
IN TIME SERVICES INC					Total Check Amount:	\$1,549.44
175739	INLAND WATER WORKS SUPPLY CO	08/11/2017	23904	420515131	METER BOX LIDS	\$2,887.70
INLAND WATER WORKS SUPPLY CO					Total Check Amount:	\$2,887.70
175740	JDC INTEGRATED, INC.	08/11/2017	26997	110404542	CONC IN THE PARK 2017	\$2,500.00
JDC INTEGRATED, INC.					Total Check Amount:	\$2,500.00
175741	LIFE-ASSIST, INC.	08/11/2017	10530	110222222	MEDICAL SUPPLIES FS3	\$292.94
LIFE-ASSIST, INC.					Total Check Amount:	\$292.94
175742	LIMBACH COMPANY LP	08/11/2017	21671	490515151	HVAC REPAIR	\$362.00
LIMBACH COMPANY LP					Total Check Amount:	\$362.00
175743	JASON LOGAN	08/11/2017	19659	110	25% FTB WH	(\$37.50)
		08/11/2017	19659	110404424	FORFEIT FEES	\$150.00
JASON LOGAN					Total Check Amount:	\$112.50
175744	MAD SCIENCE	08/11/2017	5399	110404214	JOURNEY INTO SPACE	\$1,040.00
		08/11/2017	5399	110404214	ROBOTS 101	\$765.00
MAD SCIENCE					Total Check Amount:	\$1,805.00
175745	MARTIN & CHAPMAN CO.	08/11/2017	3533	110323231	MINUTE BOOK PAPER	\$113.74
MARTIN & CHAPMAN CO.					Total Check Amount:	\$113.74
175746	MISSION WOOD FINISHING	08/11/2017	11454	181404250	REFNSH TABLE/CREDENZA	\$1,400.00
MISSION WOOD FINISHING					Total Check Amount:	\$1,400.00
175747	MUSIC THEATRE INTERNATIONAL	08/11/2017	1321	110404542	037818 SISTER ACT	\$4,369.13
MUSIC THEATRE INTERNATIONAL					Total Check Amount:	\$4,369.13
175748	NETWORKFLEET INC.	08/11/2017	25293	480515161	GPS FEES JUN 2017	\$969.00
NETWORKFLEET INC.					Total Check Amount:	\$969.00

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175749	NINYO & MOORE	08/11/2017	22134	510707873	TRCKS S2S3 RR/PL 5/26	\$40,033.82
		08/11/2017	22134	510707873	TRKS FSBLTY 4/1-4/28	\$61,873.12
		08/11/2017	22134	510707873	TRKS S2/3 RR/PLZ 5/26	\$16,040.25
NINYO & MOORE					Total Check Amount:	\$117,947.19
175750	OCCMA	08/11/2017	16227	110111143	MEMB DUES BG	\$382.00
		08/11/2017	16227	110111143	MEMB DUES CE	\$382.00
		08/11/2017	16227	110111143	MEMB DUES MM	\$382.00
OCCMA					Total Check Amount:	\$1,146.00
175751	OFFICE DEPOT, INC	08/11/2017	4743	110111151	OFFICE SUPPLIES	\$21.42
		08/11/2017	4743	110111161	OFFICE SUPPLIES	\$83.83
		08/11/2017	4743	110141411	OFFICE SUPPLIES	\$33.50
		08/11/2017	4743	110141481	OFFICE SUPPLIES	\$28.48
		08/11/2017	4743	110212111	OFFICE SUPPLIES	\$303.90
		08/11/2017	4743	110323212	FOLDERS	\$180.59
		08/11/2017	4743	110323212	OFFICE SUPPLIES	\$365.13
		08/11/2017	4743	110323241	OFFICE SUPPLIES	\$3.48
		08/11/2017	4743	110404311	OFFICE SUPPLIES	\$229.92
OFFICE DEPOT, INC					Total Check Amount:	\$1,250.25
175752	THE PAPER COMPANY	08/11/2017	20078	110404544	BREA FEST SUPPLIES	\$1,466.64
THE PAPER COMPANY					Total Check Amount:	\$1,466.64
175753	PREMIUM RV INC.	08/11/2017	11981	480515161	ENGINE CMPRTMNT LATCH	\$14.60
PREMIUM RV INC.					Total Check Amount:	\$14.60
175754	PUENTE HILLS FORD	08/11/2017	25742	480515161	1408 SUSPENSX REPAIR	\$85.00
		08/11/2017	25742	480515161	SEAT BELT	\$66.14
		08/11/2017	25742	480515161	TRANSMSSN FLUID:FORD	\$129.79
PUENTE HILLS FORD					Total Check Amount:	\$280.93
175755	PYRO SPECTACULARS, INC.	08/11/2017	26992	110404312	BREAFEST FIREWORKS	\$2,915.00
PYRO SPECTACULARS, INC.					Total Check Amount:	\$2,915.00
175756	RHYTHMO INC.	08/11/2017	16080	110	DEPOSIT REFUND	\$1,000.00
RHYTHMO INC.					Total Check Amount:	\$1,000.00
175757	SAGE ENVIRONMENTAL GROUP	08/11/2017	19604	510707873	BIO SVCS TRACKS S2	\$1,980.00
		08/11/2017	19604	510707873	BIO SVCS TRACKS S6	\$4,080.00
SAGE ENVIRONMENTAL GROUP					Total Check Amount:	\$6,060.00
175758	SESAC	08/11/2017	22950	110404311	MUSIC ROYALTIES	\$793.00
SESAC					Total Check Amount:	\$793.00
175759	SOUTHWEST SCHOOL & OFFICE SUPPLY	08/11/2017	25945	490515151	JANITORIAL SUPPLIES	\$317.11
SOUTHWEST SCHOOL & OFFICE SUPPLY					Total Check Amount:	\$317.11
175760	SPARKLETTES	08/11/2017	3001	110141441	5GAL WTR BOTTLS JUN17	\$403.47

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175760	SPARKLETTS	08/11/2017	3001	110141441	RENTAL JUNE 2017	\$94.64
SPARKLETTS						Total Check Amount: \$498.11
175761	SPARKLETTS	08/11/2017	3001	110111161	062717 COUNCL MTG WTR	\$12.33
SPARKLETTS						Total Check Amount: \$12.33
175762	SPARKLETTS	08/11/2017	3001	490515151	072117 DRNKNG FTN WTR	\$17.16
SPARKLETTS						Total Check Amount: \$17.16
175763	SPRINT	08/11/2017	16067	475141471	926938073 THRU 072417	\$578.94
SPRINT						Total Check Amount: \$578.94
175764	THE STANDARD INSURANCE COMPANY	08/11/2017	15689	110	643015 OPT INS JUL17	\$1,872.55
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$1,872.55
175765	THE STANDARD INSURANCE COMPANY	08/11/2017	15689	110	643015 OPT INS AUG17	\$1,902.55
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$1,902.55
175766	THE STANDARD INSURANCE COMPANY	08/11/2017	15689	110	643015 LIFE INS AUG17	\$4,462.50
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$4,462.50
175767	STAR PAPER	08/11/2017	13639	110141441	PAPER	\$1,817.20
STAR PAPER						Total Check Amount: \$1,817.20
175768	FEALING LIN SZU	08/11/2017	25977	110404541	LUMINOUS FACES/WTRCLR	\$792.00
FEALING LIN SZU						Total Check Amount: \$792.00
175769	TARGET SOLUTIONS, INC	08/11/2017	23187	110222212	TRAINING SOFTWARE	\$3,703.50
TARGET SOLUTIONS, INC						Total Check Amount: \$3,703.50
175770	TIME WARNER CABLE	08/11/2017	19304	110111143	CABLE CHGS 8/2-9/1	\$28.10
		08/11/2017	19304	110111151	CABLE CHGS 8/2-9/1	\$56.20
		08/11/2017	19304	110141411	CABLE CHGS 8/2-9/1	\$72.24
		08/11/2017	19304	110212111	CABLE CHGS 8/2-9/1	\$313.08
		08/11/2017	19304	110222211	CABLE CHGS 8/2-9/1	\$72.24
		08/11/2017	19304	110323212	CABLE CHGS 8/2-9/1	\$74.26
		08/11/2017	19304	110404211	CABLE 8/2-9/1 40955	\$95.33
		08/11/2017	19304	110404311	CABLE CHGS 8/2-9/1	\$18.03
		08/11/2017	19304	110404521	CABLE 8/2-9/1 15759	\$20.20
		08/11/2017	19304	420515131	CABLE 8/2-9/1 20981	\$110.83
		08/11/2017	19304	420515131	CABLE 8/2-9/1 49861	\$73.91
		08/11/2017	19304	490515151	CABLE CHGS 8/2-9/1	\$18.03
TIME WARNER CABLE						Total Check Amount: \$952.45
175771	U.S. POSTMASTER	08/11/2017	3284	110111151	BREA LINE SEPT/OCT17	\$2,927.67
U.S. POSTMASTER						Total Check Amount: \$2,927.67
175772	UNISYS CORPORATION	08/11/2017	24956	475141471	SERVER SUPPORT 17/18	\$2,498.28
UNISYS CORPORATION						Total Check Amount: \$2,498.28
175773	UNITED RENTALS NORTHWEST, INC.	08/11/2017	7051	110404542	BYT:PORTBLE AIR VENT	\$854.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$854.25
175774	VERIZON WIRELESS	08/11/2017	21122	110111111	9789695384 6/23-7/22	\$53.74
		08/11/2017	21122	110111143	9789695384 6/23-7/22	\$91.75
		08/11/2017	21122	110111151	9789695384 6/23-7/22	\$145.49
		08/11/2017	21122	110111161	9789695384 6/23-7/22	\$110.41
		08/11/2017	21122	110141411	9789695384 6/23-7/22	\$38.01
		08/11/2017	21122	110141441	9789695384 6/23-7/22	\$3.74
		08/11/2017	21122	110141471	9789695384 6/23-7/22	\$696.13
		08/11/2017	21122	110141481	9789695384 6/23-7/22	\$53.74
		08/11/2017	21122	110212121	9789695384 6/23-7/22	\$4,321.15
		08/11/2017	21122	110222222	9789695384 6/23-7/22	\$192.47
		08/11/2017	21122	110222223	9789695384 6/23-7/22	\$2,107.93
		08/11/2017	21122	110323212	9789695384 6/23-7/22	\$53.74
		08/11/2017	21122	110323231	9789695384 6/23-7/22	\$63.74
		08/11/2017	21122	110323241	9789695384 6/23-7/22	\$55.19
		08/11/2017	21122	110323242	9789695384 6/23-7/22	\$93.82
		08/11/2017	21122	110323243	9789695384 6/23-7/22	\$91.75
		08/11/2017	21122	110404311	9789695384 6/23-7/22	\$523.68
		08/11/2017	21122	110404525	9789695384 6/23-7/22	\$17.80
		08/11/2017	21122	460141474	9789695384 6/23-7/22	\$547.40
		08/11/2017	21122	630323219	9789695384 6/23-7/22	\$53.74
VERIZON WIRELESS					Total Check Amount:	\$9,315.42
175775	VERIZON WIRELESS	08/11/2017	21122	110515171	9789980493 6/27-7/26	\$158.28
		08/11/2017	21122	420515131	9789980493 6/27-7/26	\$1,072.51
		08/11/2017	21122	430515123	9789980493 6/27-7/26	\$889.52
VERIZON WIRELESS					Total Check Amount:	\$2,120.31
175776	VERIZON WIRELESS	08/11/2017	21122	420515131	9788245456 5/27-6/26	\$38.01
VERIZON WIRELESS					Total Check Amount:	\$38.01
175777	VETERINARY PET INS. CO.	08/11/2017	20975	110	4436 PET INS JUL 2017	\$347.04
VETERINARY PET INS. CO.					Total Check Amount:	\$347.04
175778	VILLAGE NURSERIES	08/11/2017	7110	110515125	PLANTS:BREA BL WEST	\$88.27
VILLAGE NURSERIES					Total Check Amount:	\$88.27
175779	VISIX, INC.	08/11/2017	26536	110404211	17/18 MAINT:VISIX BCC	\$365.00
VISIX, INC.					Total Check Amount:	\$365.00
175780	WEST COAST SHIRT WORKS	08/11/2017	26998	110515111	EMPLOYEE T-SHIRTS	\$580.77
WEST COAST SHIRT WORKS					Total Check Amount:	\$580.77
175781	XEROX CORPORATION	08/11/2017	3349	110141441	SUPPLIES	\$216.88
XEROX CORPORATION					Total Check Amount:	\$216.88
175782	SUNG YANG	08/11/2017	18036	110404145	TAE KWON DO	\$250.00

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SUNG YANG						Total Check Amount: \$250.00
						Check Subtotal \$459,453.42
V25322	GAIL A. ABRAHAMSON	08/11/2017	4171	110404214	BALLROOM DANCE	\$576.00
GAIL A. ABRAHAMSON						Total Check Amount: \$576.00
V25323	ADAMSON POLICE PRODUCTS	08/11/2017	4023	110212131	HOLSTERS	\$484.82
ADAMSON POLICE PRODUCTS						Total Check Amount: \$484.82
V25324	ADMINISTRATIVE & PROF	08/11/2017	3344	110	DED:4010 APEA DUES	\$564.00
ADMINISTRATIVE & PROF						Total Check Amount: \$564.00
V25325	AEGIS ITS, INC	08/11/2017	23067	110515121	EXTRAORD SGNL MNT JUN	\$7,539.78
		08/11/2017	23067	110515121	MO SIGNAL MNT JUN17	\$2,838.00
AEGIS ITS, INC						Total Check Amount: \$10,377.78
V25326	JUDY ALLEN	08/11/2017	20447	110404215	CLASS INSTRUCTOR BCC	\$240.00
		08/11/2017	20447	110404215	PILATES/BODY PUMP BCC	\$48.00
JUDY ALLEN						Total Check Amount: \$288.00
V25327	ALTA LANGUAGE SERVICES, INC	08/11/2017	25953	110141481	BILINGUAL EXAMS	\$60.00
ALTA LANGUAGE SERVICES, INC						Total Check Amount: \$60.00
V25328	ALTERNATIVE HOSE, INC.	08/11/2017	18488	480515161	HOSE ASSEMBLY	\$122.93
ALTERNATIVE HOSE, INC.						Total Check Amount: \$122.93
V25329	AMERICAN LEGAL PUBLISHING CORP	08/11/2017	3794	110111161	BREA:CODE/ORDINANCES	\$312.66
AMERICAN LEGAL PUBLISHING CORP						Total Check Amount: \$312.66
V25330	ARMOR ELECTRICAL SERVICES, INC.	08/11/2017	23120	110515125	REPAIR ELEVATOR LGHTS	\$540.00
ARMOR ELECTRICAL SERVICES, INC.						Total Check Amount: \$540.00
V25331	AVCOGAS PROPANE SALES & SERVICES	08/11/2017	22047	480515161	PROPANE FUEL	\$999.01
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$999.01
V25332	B & S GRAPHICS INC.	08/11/2017	24357	480515161	POLICE DECALS	\$2,229.18
B & S GRAPHICS INC.						Total Check Amount: \$2,229.18
V25333	BAXTER'S FRAME WORKS & BADGE FRAME	08/11/2017	24424	110212131	NAME PLATES	\$30.17
BAXTER'S FRAME WORKS & BADGE FRAME						Total Check Amount: \$30.17
V25334	BEST LAWN MOWER SERVICE	08/11/2017	16230	480515161	SMALL EQUIPMENT PARTS	\$121.11
BEST LAWN MOWER SERVICE						Total Check Amount: \$121.11
V25335	BPSEA MEMORIAL FOUNDATION	08/11/2017	14990	110	DED:4050 MEMORIAL	\$239.50
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$239.50
V25336	BREA CITY EMPLOYEES ASSOCIATION	08/11/2017	3236	110	DED:4005 BCEA DUES	\$528.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$528.00
V25337	BREA FIREFIGHTERS ASSOCIATION	08/11/2017	3237	110	DED:4016 ASSOC DUES	\$2,325.00
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$2,325.00
V25338	BREA POLICE ASSOCIATION	08/11/2017	3769	110	DED:4030 BPA REG	\$3,500.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,500.00

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V25339	BREA POLICE ATHLETIC LEAGUE	08/11/2017	1068	110	DED:5010 B.P.A.L.	\$120.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$120.00
V25340	BREA POLICE MANAGEMENT ASSOCIATION	08/11/2017	21189	110	DED:4019 LDF DUES	\$14.50
		08/11/2017	21189	110	DED:4020 ASSOC DUES	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$242.00
V25341	C.WELLS PIPELINE MATERIALS INC	08/11/2017	13055	420515131	FIRE HYDRANT STEM	\$210.12
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$210.12
V25342	CALIFORNIA DOMESTIC WATER CO	08/11/2017	3388	420515131	WATER CONS JULY 2017	\$345,671.14
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$345,671.14
V25343	CALIFORNIA RETROFIT, INC	08/11/2017	4447	110515121	STREET LT FUSE HOLDER	\$494.68
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$494.68
V25344	CANON FINANCIAL SERVICES, INC.	08/11/2017	20648	110141441	13-COPIER LEASE AUG17	\$3,480.63
		08/11/2017	20648	110141441	13-COPIER LEASE JUL17	\$3,514.76
		08/11/2017	20648	110141441	JUL17 CHGS TO 17/18	(\$3,514.76)
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,480.63
V25345	CIVILSOURCE INC	08/11/2017	22210	110000000	STAFF AUGMNTATN JUN17	\$2,250.00
		08/11/2017	22210	110515171	STAFF AUGMNTATN JUN17	\$650.00
		08/11/2017	22210	510707251	STAFF AUGMNTATN JUN17	\$2,900.00
CIVILSOURCE INC					Total Check Amount:	\$5,800.00
V25346	COMLOCK SECURITY-GROUP	08/11/2017	13625	490515151	KEYS PD ANNEX/CCC	\$74.67
COMLOCK SECURITY-GROUP					Total Check Amount:	\$74.67
V25347	DAVID EVANS AND ASSOCIATES, INC.	08/11/2017	20981	510707873	TRACKS S2 5/28-6/24	\$4,112.09
		08/11/2017	20981	510707873	TRKS FSBLTY 5/28-6/24	\$8,881.17
		08/11/2017	20981	510707929	PLANS:LAGOS DE MORENO	\$3,178.19
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$16,171.45
V25348	DE LAGE LANDEN FINANCIAL SERVICES	08/11/2017	23311	110141441	DISPATCH #1 JUL/AUG17	\$238.50
		08/11/2017	23311	110141441	FIRE STN #1 JUL/AUG17	\$88.13
		08/11/2017	23311	110141441	FIRE STN #2 JUL/AUG17	\$255.06
		08/11/2017	23311	110141441	FIRE STN #4 JUL/AUG17	\$88.13
		08/11/2017	23311	110141441	SR CTR #1 JUL/AUG17	\$238.51
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$908.33
V25349	DELTA DENTAL PLAN OF CALIFORNIA	08/11/2017	3411	110	05-04253 DENTAL AUG17	\$18,580.46
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$18,580.46
V25350	DOG DEALERS, INC	08/11/2017	3573	110404145	DOG OBEDIENCE TRAINNG	\$98.00
DOG DEALERS, INC					Total Check Amount:	\$98.00
V25351	ENTENMANN ROVIN COMPANY	08/11/2017	3457	110212111	BADGE PROTECTORS	\$1,727.33
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$1,727.33
V25352	EQUIPMENT DIRECT INC	08/11/2017	4522	110515121	SAFETY GEAR	\$382.00

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V25352	EQUIPMENT DIRECT INC	08/11/2017	4522	420515131	EARMUFF	\$22.47
		08/11/2017	4522	420515131	SAFETY VEST	\$11.85
EQUIPMENT DIRECT INC					Total Check Amount:	\$416.32
V25353	FACTORY MOTOR PARTS COMPANY	08/11/2017	3504	480515161	BREAK PADS	\$108.91
		08/11/2017	3504	480515161	SCREEN ASSEMBLY	\$19.31
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$128.22
V25354	FIDELITY SECURITY LIFE INSURANCE	08/11/2017	23035	110	9827288 VISION AUG17	\$2,623.85
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,623.85
V25355	GALE SUPPLY COMPANY	08/11/2017	21090	490515151	DISHWASHER DETERGENT	\$214.12
		08/11/2017	21090	490515151	JANITORIAL SUPPLIES	\$815.92
GALE SUPPLY COMPANY					Total Check Amount:	\$1,030.04
V25356	DON GOLDEN	08/11/2017	10729	110323242	INSP SVCS 7/21-8/3/17	\$11,956.00
DON GOLDEN					Total Check Amount:	\$11,956.00
V25357	GRAINGER	08/11/2017	13634	110515121	PALLET JACK	\$480.52
		08/11/2017	13634	420515131	BEVERAGE COOLER	\$28.92
		08/11/2017	13634	480515161	FIRE TRUCK PUMP TEST KIT	\$406.58
GRAINGER					Total Check Amount:	\$916.02
V25358	GRIFFIN STRUCTURES, INC.	08/11/2017	18352	510707903	SPRBLK CONS MGT JUN17	\$19,425.00
GRIFFIN STRUCTURES, INC.					Total Check Amount:	\$19,425.00
V25359	HI STANDARD AUTOMOTIVE, LLC	08/11/2017	2226	480515161	CODE 3 DUAL STACK LED	\$249.51
		08/11/2017	2226	480515161	FIRE CMND VEH CHGOVER	\$5,542.84
HI STANDARD AUTOMOTIVE, LLC					Total Check Amount:	\$5,792.35
V25360	HOUSING PROGRAMS	08/11/2017	26542	280323215	HSG RHB SVCS JUL17	\$1,000.00
HOUSING PROGRAMS					Total Check Amount:	\$1,000.00
V25361	JAMES LEE HOWE	08/11/2017	5953	110404145	JR GOLF	\$160.00
JAMES LEE HOWE					Total Check Amount:	\$160.00
V25362	INFOSEND, INC.	08/11/2017	19016	110404421	COUNTRY FAIR	\$55.37
		08/11/2017	19016	110404421	FAMILY FILMS	\$55.36
		08/11/2017	19016	110404542	CONCERTS IN THE PARK	\$55.37
		08/11/2017	19016	110404542	THE LITTLE MERMAID	\$55.36
		08/11/2017	19016	420141421	WATER:JUN17 POSTAGE	\$4,173.20
		08/11/2017	19016	420141421	WATER:JUN17 PRNT/MAIL	\$1,520.35
INFOSEND, INC.					Total Check Amount:	\$5,915.01
V25363	INK LINK INC	08/11/2017	22423	110404542	THEATER BANNERS	\$791.96
INK LINK INC					Total Check Amount:	\$791.96
V25364	JACOBSEN WEST	08/11/2017	24302	480515161	DIGGER BLADES	\$432.57
JACOBSEN WEST					Total Check Amount:	\$432.57
V25365	MICHAEL JOHNSON	08/11/2017	26058	460141474	MILEAGE JULY 2017	\$273.92

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MICHAEL JOHNSON					Total Check Amount:	\$273.92
V25366	JOHNSTONE SUPPLY	08/11/2017	4788	490515151	CARPET CLEANING:FS2	\$794.00
		08/11/2017	4788	490515151	CLEAN CHAMBER WALLS	\$398.00
JOHNSTONE SUPPLY					Total Check Amount:	\$1,192.00
V25367	KELLY PAPER	08/11/2017	7039	110141441	DOOR HANGERS	\$269.38
		08/11/2017	7039	110141441	PAPER	\$830.65
		08/11/2017	7039	110141441	PAPER & SUPPLIES	\$224.50
		08/11/2017	7039	110141441	RETURN:DOOR HANGERS	(\$269.38)
KELLY PAPER					Total Check Amount:	\$1,055.15
V25368	KEYSER MARSTON ASSOCIATES, INC.	08/11/2017	25482	110323213	MANLEY MIXD-USE JUN17	\$810.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$810.00
V25369	MAHNAZ KOHSARI	08/11/2017	12368	110141471	MILEAGE JULY 2017	\$2.16
MAHNAZ KOHSARI					Total Check Amount:	\$2.16
V25370	LJ'S ACCESS SYSTEMS, INC.	08/11/2017	18794	490515151	P2 GATE MAINT 7/20/17	\$750.00
LJ'S ACCESS SYSTEMS, INC.					Total Check Amount:	\$750.00
V25371	LUCAS BUILDERS, INC.	08/11/2017	26671	510707873	TRACKS S2/S3 RR JUN17	\$413,310.20
LUCAS BUILDERS, INC.					Total Check Amount:	\$413,310.20
V25372	MARGARITO MENDEZ	08/11/2017	26196	110212111	TRAINING:DNA COLLECTN	\$14.18
		08/11/2017	26196	110212111	TRNG:PURSUIT INTRVTN	\$50.72
MARGARITO MENDEZ					Total Check Amount:	\$64.90
V25373	MTGL, INC.	08/11/2017	26279	510707452	GLNBRK WTRLINE MAY17	\$4,235.25
MTGL, INC.					Total Check Amount:	\$4,235.25
V25374	MYERS AND SONS	08/11/2017	21624	110515121	"NO PED XING" SIGNS	\$34.48
		08/11/2017	21624	110515121	"NO STOPPING ANYTIME"	\$218.19
MYERS AND SONS					Total Check Amount:	\$252.67
V25375	ORANGE COUNTY SANITATION DIST.	08/11/2017	14689	110	RES SEWER FEES JUN17	\$569,596.00
		08/11/2017	14689	110000000	5% COLL:RES SF JUN17	(\$28,479.80)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$541,116.20
V25376	ORANGE COUNTY UNITED WAY	08/11/2017	3451	110	DED:5005 UNITED WAY	\$47.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$47.40
V25377	SHAUN OSHANN	08/11/2017	25949	460141474	MILEAGE JULY 2017	\$437.84
SHAUN OSHANN					Total Check Amount:	\$437.84
V25378	OZUNA ELECTRIC CO.INC.	08/11/2017	18504	110515121	STREET LIGHT REPAIR	\$3,385.00
OZUNA ELECTRIC CO.INC.					Total Check Amount:	\$3,385.00
V25379	PAVECO CONSTRUCTION, INC.	08/11/2017	23586	110515121	ASPHALT RESTRIPIING	\$2,070.00
		08/11/2017	23586	510707219	WATER UTIL WORK:BIRCH	\$2,387.00
		08/11/2017	23586	510707312	SLURRY:AMBERHLL/ BERRY	\$17,350.00
PAVECO CONSTRUCTION, INC.					Total Check Amount:	\$21,807.00

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V25380	PLAY-WELL TEKNOLOGIES	08/11/2017	20917	110404214	LEGO CLASSES	\$2,925.00
PLAY-WELL TEKNOLOGIES					Total Check Amount:	\$2,925.00
V25381	PLUMBERS DEPOT INC.	08/11/2017	14542	430515123	CCTV TRUCK CABLE	\$374.09
PLUMBERS DEPOT INC.					Total Check Amount:	\$374.09
V25382	RAY-LITE INDUSTRIES, INC.	08/11/2017	19800	490515152	LED RETRO LIGHTING	\$878.16
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$878.16
V25383	MICHAEL RYAN	08/11/2017	12856	460141474	MILEAGE JULY 2017	\$119.45
MICHAEL RYAN					Total Check Amount:	\$119.45
V25384	VINCENT SANCHEZ	08/11/2017	26162	460141474	MILEAGE JULY 2017	\$615.25
VINCENT SANCHEZ					Total Check Amount:	\$615.25
V25385	SC FUELS	08/11/2017	16654	480515161	REG ETH 4264 GAL	\$10,166.55
		08/11/2017	16654	480515161	REG ETH 4339.8 GAL	\$10,436.90
SC FUELS					Total Check Amount:	\$20,603.45
V25386	SHARPER IMAGE COLLISION	08/11/2017	24443	480515161	PSO994 ACCIDENT REPAIR	\$3,351.89
SHARPER IMAGE COLLISION					Total Check Amount:	\$3,351.89
V25387	SKATEDOGS	08/11/2017	22488	110404214	SKATEBOARDING CAMP	\$639.60
SKATEDOGS					Total Check Amount:	\$639.60
V25388	SMART & FINAL	08/11/2017	3269	110404428	DAY CAMP FOOD	\$413.11
SMART & FINAL					Total Check Amount:	\$413.11
V25389	SOUTH COAST EMERGENCY VEHICLE SVC	08/11/2017	18619	480515161	PUMP PANEL KNOB	\$18.46
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$18.46
V25390	SPECTRUM GAS PRODUCTS, INC.	08/11/2017	16060	110222222	OXYGEN	\$28.40
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$28.40
V25391	STAGELIGHT PERFORMING ARTS	08/11/2017	25172	110404145	DANCE/THEATRE CAMP	\$295.00
		08/11/2017	25172	110404145	INTRO TO MUSICAL THTR	\$475.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$770.00
V25392	SUPERION, LLC	08/11/2017	26879	420141421	WATER BILLING SOFTWARE	\$2,400.00
SUPERION, LLC					Total Check Amount:	\$2,400.00
V25393	TANGRAM	08/11/2017	21566	420515131	YARD OFFICE FURNITURE	\$7,003.71
TANGRAM					Total Check Amount:	\$7,003.71
V25394	TENNIS ANYONE ACADEMY	08/11/2017	12688	110404145	TENNIS LESSONS	\$2,623.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$2,623.00
V25395	TOTAL ADMINISTRATIVE SERVICE CORP.	08/11/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
		08/11/2017	26017	110	DED:808C FSA UR MED	\$4,667.88
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,320.37
V25396	TRIMAX SYSTEMS INC	08/11/2017	24557	420515131	TELEMETRY	\$640.00
TRIMAX SYSTEMS INC					Total Check Amount:	\$640.00
V25397	TRINITY SOUND COMPANY	08/11/2017	11364	110404542	SOUND:8/9 CONCERT	\$798.00

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TRINITY SOUND COMPANY					Total Check Amount:	\$798.00
V25398	UNITED ROTARY BRUSH CORPORATION	08/11/2017	16649	480515161	SWEEPER BROOMS (2)	\$400.84
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$400.84
V25399	VERITIV OPERATING COMPANY	08/11/2017	26025	110141441	PAPER	\$3,344.65
VERITIV OPERATING COMPANY					Total Check Amount:	\$3,344.65
V25400	VIGILANT SOLUTIONS, LLC	08/11/2017	22949	231212141	LEARN:LIC PLT RECGNTN	\$7,800.00
VIGILANT SOLUTIONS, LLC					Total Check Amount:	\$7,800.00
V25401	WALTERS WHOLESALE ELECTRIC	08/11/2017	1667	110515125	LIGHTS: DT TREE WELLS	\$121.21
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$121.21
V25402	WAXIE SANITARY SUPPLY	08/11/2017	3332	490515151	JANITORIAL SUPPLIES	\$3,934.25
WAXIE SANITARY SUPPLY					Total Check Amount:	\$3,934.25
V25403	WEBBY DANCE COMPANY	08/11/2017	25323	110404214	JAZZ/HIP HOP	\$232.00
WEBBY DANCE COMPANY					Total Check Amount:	\$232.00
V25404	WILLDAN ENGINEERING	08/11/2017	12445	110515171	LOCAL TSSP 5/26/17	\$4,480.00
		08/11/2017	12445	110515171	TFC ENG'G 5/26/17	\$7,280.00
WILLDAN ENGINEERING					Total Check Amount:	\$11,760.00
V25405	ZUMAR INDUSTRIES, INC.	08/11/2017	3802	510707212	ILLUM SIGN BRACKETS	\$2,594.40
		08/11/2017	3802	510707212	ILLUM SIGNS HARDWARE	\$353.97
ZUMAR INDUSTRIES, INC.					Total Check Amount:	\$2,948.37
Voucher Subtotal						\$1,537,267.26
TOTAL						\$1,996,720.68