



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, March 6, 2018

5:30 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

Glenn Parker, Mayor

Christine Marick, Mayor Pro Tem

Cecilia Hupp, 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

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

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

- 2. Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Fire Management Association (BFMA) - Mario Maldonado and Chris Emeterio, Negotiators**
- 3. Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Firefighters Association (BFA) - Mario Maldonado and Chris Emeterio, Negotiators**
- 4. Conference with Real Property Negotiator Pursuant to Government Code § 54956.8 - Chevron**
Address: 2250 E. Birch
Negotiator: Tony Olmos, Chris Emeterio and Bill Bowlus
Under Negotiation: Terms
- 5. Public Employee Performance Evaluation (City Manager) pursuant to Government Code Section 54957**

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

CALL TO ORDER / ROLL CALL - COUNCIL

- 6. Public Comment**
- 7. Clarify Regular Meeting Topics**

DISCUSSION ITEM

- 8. Senior Subsidy Program Update**

REPORT

- 9. Council Member Report**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

10. **Pledge of Allegiance: Boy Scout Troop 801**
11. **Invocation: Steve Chang, Living Hope Community Church**
12. **Presentation: Incoming Investment Advisory Committee Member Ho-El Park Oath of Office**
13. **Report - Prior Study Session**
14. **Community Announcements**
15. **Matters from the Audience**
16. **Response to Public Inquiries - Mayor / City Manager**

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

17. **General Plan Annual Report for 2017** - Receive report and public comment. Direct staff to transmit a copy of the report to the State Office of Planning and Research and Department of Housing and Community Development.
18. **Landscape and Lighting Maintenance District No.1 Update** - Review and provide direction.
19. **Refuse Contract Modernization and Updates in the Amount Not-to-Exceed \$50,000** - Approve Professional Services Agreement (PSA) with HF&H Consultants, LLC to provide as-needed support services for refuse contract modernization and updates in the amount not-to-exceed \$50,000 from Fund 440 Sanitation and Street Sweeping Fund. There is no impact to the General Fund.

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

20. **February 20, 2018 City Council Regular Meeting Minutes** - Approve.

21. **Revised Southern California Edison Easement on City Owned Parking Lot for 180 S. Brea Boulevard** - Approve Grant of Easement (Revised) to Southern California Edison. There is no impact to the General Fund.
22. **Playground Surfacing at 9 Parks, CIP #7934 and #7939** - Award Contract to Robertson Industries, Inc. in the amount of \$156,257.87; and Authorize the Public Works Director, or his designee, to issue contract change orders up to a "not to exceed" amount of 10% of the contract price. Funding is available in the CIP budget Fixed Asset Replacement Program (FARP).
23. **Agreement to Provide Motor Fuel** - Approve the agreement with SC Fuels, Inc. to provide as-needed Motor Fuels; and Authorize the Purchasing Agent to issue purchase orders in an aggregate not to exceed amount of \$400,000 through December 31, 2018. Funds will be provided from Equipment Maintenance Division Expenditure Account for Fuel (480-51-5161-4361).
24. **Sports Park Playground Surfacing, CIP #7935** - Award contract to Robertson Industries, Inc. in the amount of \$53,899.44; and Authorize the Public Works Director, or his designee, to issue contract change orders up to a "not to exceed" amount of 10% of the contract price. Funding is available in the CIP budget Fixed Asset Replacement Program (FARP).
25. **January 2018 Outgoing Payment Log and February 23 and March 2, 2018 City Check Registers** - Receive and File.

CITY/ SUCCESSOR AGENCY - CONSENT

26. **January 2018 Outgoing Payment Log and February 23, 2018 Successor Agency Check Register** - Receive and File.

ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**
28. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: Senior Subsidy Program Update

RECOMMENDATION

Consider options for the Senior Rental Subsidy Program and determine additional information from staff necessary to provide policy direction.

BACKGROUND/DISCUSSION

In 1989, the City of Brea received grant funding to begin a rental subsidy program to assist with rent for very low income senior citizens residing in Brea. When the grant funding ended, the City decided to continue the program with Redevelopment Agency 20% housing funds.

Over the years, hundreds of seniors have been helped by this unique program. Rental subsidies are paid directly to the landlord on behalf of the participant. The subsidy amount has gradually increased over the years from \$100 to \$254 per month per qualified participant.

When the State ended Redevelopment in 2012, staff stopped filling vacancies and accepting new applications in anticipation of the loss of redevelopment funding. Fortunately, staff was able to negotiate with the Department of Finance (DOF) to fund the program through tax increment revenues until the end of 2019.

At the time of the redevelopment dissolution, there were 116 participants in the program. Within the last five years, 89 participants have left the program due to various reasons. Currently, there are 27 participants in the program. At this level, the annual cost of the program is \$82,296 in direct subsidies, plus minimal staff time to administer. Based on the average percentage of participants leaving the program each year, staff anticipates that by the time the current funding source is no longer available (December 30, 2019), there will be an estimated 18 participants in the program, which would mean the annual program cost beginning in 2020 would be approximately \$54,864 or less if there are fewer participants 2020.

Per the agreement with DOF, funding for the program will end in December 2019. Council is asked to consider options for continuing or terminating the program when the tax increment funding ends. If the program continues beyond 2019, the Affordable Housing Trust Fund 270 could be used.

The current Fund 270 balance is \$2,200,000.

The following table outlines three options:

	Option	Pros	Cons
1	Use Fund 270 to wind down through attrition until zero participants	<ul style="list-style-type: none">• Continue meeting a need to very low-income Brea Seniors	<ul style="list-style-type: none">• Reduces the Housing Fund by \$54,864/year (will likely decrease each year)
2	End the program on December 30, 2019	<ul style="list-style-type: none">• No fiscal impact to Fund 270	<ul style="list-style-type: none">• Impacts approximately 22 participants
3	Incremental decrease of subsidy to each senior by 25% per year for 4 years with funding from Fund 270, commencing in 2020.	<ul style="list-style-type: none">• Less fiscal impact to Fund 270	<ul style="list-style-type: none">• Reduces Fund 270 each year• Increased staff time to administer changes

If the program were to be terminated once the current funding ends, staff recommends that participants be notified as soon as possible with at least one year notice to prepare for the transition.

FISCAL IMPACT/SUMMARY

To estimate the fiscal impacts of the program, based on experience, staff calculated the attrition rate at 20% per year. Staff then used that rate to project the number of remaining participants each year and calculated the projected costs for those participants. See Exhibit A for the participant attrition projection and current age ranges.

If the program were to be continued beyond December 2019 utilizing the City's Housing Trust Fund 270, there would be a potential annual impact of \$54,864 per year. The annual amount would decrease as participants leave the program. The current Fund 270 balance is approximately \$2,200,000. The main purpose of Fund 270 is to construct and/or acquire new affordable units. There is no impact to the General Fund.

Council is asked to provide staff direction on additional information necessary to provide policy direction which will impact approximately 22 Brea Seniors, with funding either through the City's Affordable Housing Trust Fund 270 or to discontinue the program when the tax increment funding ends in December 2019.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
David Crabtree, Community Development Director
Prepared by: Denise Chang, Administrative Clerk II
Concurrence: Kathie DeRobbio, Economic Development Manager

Attachments

Exhibit A

Exhibit A

Senior Subsidy Cost Projections

Year	Participants	Total Estimated Cost	Total Estimated Cost with 25% Decrease
2018	27	82,296*	82,296*
2019	22	67,056*	67,056*
2020	18	54,864	41,148
2021	14	42,672	21,336
2022	12	36,576	9,144
2023	9	27,432	-
2024	8	24,384	-
2025	6	18,288	-
2026	5	15,240	-
2027	4	12,192	-
2028	3	9,144	-
2029	3	9,144	-

*Paid by tax increment

Note: Total Estimated Cost is calculated based on the participant staying in the program the full year. This amount will decrease as participants leave the program throughout the year.

Current Participant Age Range

90's – 6 Participants

80's – 19 Participants

70's – 2 Participants

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: **General Plan Annual Report for 2017**

RECOMMENDATION

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

BACKGROUND/DISCUSSION

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

DISCUSSION

The City continues to move forward in the implementation of the Goals and Policies of the General Plan in 2017. A few key achievements include:

- The City also issued 126 building permits for a total of 430 new residential units added to the City's housing stock. The majority came from the dwellings units in the La Floresta and Central Park Village projects. The units are a mix of single-family residential, multi-family residential and townhomes.
- The Housing Element identifies underutilized opportunity sites throughout the City that can accommodate additional housing. In 2017, the City approved development on two opportunity sites - Focused Development Sites 3 and 4 on the northwest and northeast corners of Birch Street and State College Boulevard. The Brea Place project is a mixed-use development and will consist of 653 multi-family residential units (west), commercial space and a new hotel (east). The development will offer additional rental housing options and a walkable space for Breans to live, work, and recreate in.
- The Tracks at Brea Trail is nearing completion with the ground breaking of Segment 4, the final segment. Construction is expected to be complete in Spring of 2018. The community is enjoying biking, walking and exercising on the completed sections of the Tracks. Future plans include collaboration with neighboring cities on the westerly extension.
- The City completed the Brea Envisions Community Strategic Plan, a public outreach effort

to identify the Community's values, needs, and opportunities for the future. The strategic initiatives outlined in the Community Strategic Plan align with the elements of the general plan, becoming a guide for the City to further achieve General Plan Goals.

- The emerging themes from the Community Strategic Plan have led to the new vision planning effort of the Brea Core Plan. The Brea Core Plan will draw upon the Strategic Initiatives and provide policies and regulations to guide new investment, housing opportunities, development, and infrastructure within the central core of the city.
- The City continues to reduce its overall water consumption and is on track to meet the 20% water reduction goal by 2020. Approximately 81 leak surveys were performed to assist resident and business. Leak surveys help reduce non-revenue water, such as pumping rates and raw water treatment costs, reduce liability, reduce repair costs, avoid system contamination and test on both sides of the meter. Several landscaping improvement projects to increase low-water use plants were initiated this year at the Community Center, Aurora Avenue, and Lagos De Moreno Park.
- The Brea Community Center remains the focal point for ongoing community services. The annual attendance of the center was just over 450,000 people.

FISCAL IMPACT/SUMMARY

No impact on the General Fund.

SUMMARY

The 2017 Annual Report on the General Plan demonstrates the City's commitment to implement the Goals and Policies of this vision document and is an opportunity to celebrate the accomplishments and achievements of the prior year. It reports on Brea's progress in meeting our share of Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG). The report also provides an opportunity for the community to be informed and provide input on the implementation of the General Plan. The report has been made available on the City's website for the Community's reference and comments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Paige Montojo, Assistant Planner

Concurrence: Jennifer Lilley, City Planner

Attachments

Focused Development Site Inventory

General Plan Progress Report

Implementation Guide

Housing Implementation Program Summary

Annual Element Progress Report

Housing Successor Annual Report

Focused Development Site Inventory

	Income Level	APN #	Gen Plan /Zoning	Acreage	Realistic Density	# Units	Existing Use	Comments
Focused Development Site #1	No restrictions on income level	296-301-01 296-301-02 296-301-03 296-301-04 296-301-05	MU I MU I MU I MU I MU I	0.7 0.4 0.3 0.2 0.1	40 du/acre 40 du/acre 40 du/acre 40 du/acre 40 du/acre	28 16 12 8 4	Econo-lube Vacant Parking Lot 1 story office Small Restaurant	Underutilized block, dominated by parking. Key vacant parcel in center of block transferred to City as successor agency by former Brea RDA.
Focused Development Site #2	No restrictions on income level	296-332-16 296-332-17	MU I MU I	0.4 0.1	40 du/acre 40 du/acre	16 4	Auto Repair Vacant	RDA owns vacant parcel, surrounded on 2 sides by auto repair. Development with residential would improve compatibility with adjacent housing.
Focused Development Site #3	Above Moderate Income	319-331-07 319-331-10 319-331-17	MU I MU I MU I	0.4 2.7 2.7	40 du/acre 40 du/acre 40 du/acre	16 108 108	Vacant Parking Lot 25% Office, 75% Parking Lot	Approved for the development of Brea Place (Hines Project), with a total of 653 multi-family units
Focused Development Site #4	Above Moderate Income	319-331-11 319-331-15	MU I MU I	4.2 2.7	40 du/acre 41 du/acre	168 108	1/2 vacant/ parking deck Vacant	
Focused Development Site #5	No restrictions on income level	319-011-66	MU I	7.4	42 du/acre	296	Parking Lot	Underutilized parking in front of Brea Marketplace. Key site for residential adjacent to the Mall and extension of mixed-use along Birch
Focused Development Site #6	No restrictions on income level	319-011-67	MU I	10.6	43 du/acre	424	Parking Lot	
Focused Development Site #7	No restrictions on income level	319-291-35 319-011-59 319-011-62 319-011-63 319-233-01 319-331-12 319-331-13	MU I MU I MU I MU I MU I MU I MU I	1.6 0.7 1.4 0.3 2 2.5 2.2	44 du/acre 45 du/acre 46 du/acre 47 du/acre 48 du/acre 49 du/acre 50 du/acre	64 28 56 12 80 100 88	Empty building (prior Tower Records). Underutilized parking lot Commercial Commercial Commercial Commercial Commercial Commercial	Large surface parking lot located adjacent to key vacant corner building at Brea Blvd/Birch St - an anchor site of Brea's Downtown. Building <30 years old, yet 2+ year vacancy status and prime location makes ripe for residential development.
Focused Development Site A	No restrictions on income level	284-232-13 284-232-14 284-232-15	MU III MU III MU III	0.1 0.1 0.1	18 du/acre 18 du/acre 18 du/acre	2 1 2	Commercial Commercial Commercial	Existing commercial uses include - auto repair, glass and mirror store, plumbing, florist, beauty salon. Near City Hall Park

	Income Level	APN #	Gen Plan /Zoning	Acreage	Realistic Density	# Units	Existing Use	Comments
Focused Development Site A	No restrictions on income level	284-232-16 284-232-17 284-232-18	MU III MU III MU III	0.2 0.2 0.3	18 du/acre 18 du/acre 18 du/acre	3 3 6	Commercial Commercial Commercial	Existing commercial uses include - auto repair, glass and mirror store, plumbing, florist, beauty salon. Near City Hall Park
Focused Development Site B	Developed with the Downtown Collection (30 Units) in 2012							
Focused Development Site C	No restrictions on income level	284-282-06	MU III	1	18 du/acre	18	75% surfate parking, 25% shoe store	Prime Corner location for higher intensity use. Single 1 acre parcel
Focused Development Site D	No restrictions on income level	284-311-27	MU III	1.1	18 du/acre	19	Ground floor retail, 2nd story office	Large surface parking area, prime corner location for higher intensity uses.
Focused Development Site E	No restrictions on income level	284-321-01	MU III	3.6	18 du/acre	66	Single story retail strip center	Large surface parking area fronting Brea Blvd. Single 3.6 acre pancel. Immediately south of Brea Lofts.
		284-153-01	MU III	0.1	18 du/acre	1	residential	
		284-153-02	MU III	0.2	18 du/acre	3	residential	
		284-153-03	MU III	0.1	18 du/acre	2	office	
		284-153-04	MU III	0.2	18 du/acre	4	commercial	
		284-153-07	MU III	0.6	18 du/acre	11	older motel	
		284-153-12	MU III	0.1	18 du/acre	3	residential	
		284-153-13	MU III	0.2	18 du/acre	3	residential	
		284-153-14	MU III	0.2	18 du/acre	3	residential	
		284-153-15	MU III	0.2	18 du/acre	3	residential	
		284-153-16	MU III	0.2	18 du/acre	3	residential	
		284-172-01	MU III	0.6	18 du/acre	11	older motel	Adjacent Vacant Parcels
		284-172-03	MU III	0.2	18 du/acre	4	office	
		284-172-06	MU III	0.1	18 du/acre	3	residential	
		284-172-07	MU III	0.1	18 du/acre	3	residential	
		284-172-09	MU III	0.1	18 du/acre	2	residential	
		284-172-10	MU III	0.1	18 du/acre	3	residential	
		284-172-11	MU III	0.5	18 du/acre	10	mortuary	
		284-172-14	MU III	0.2	18 du/acre	4	residential	
		284-231-01	MU III	0.1	18 du/acre	2	office	
		284-231-03	MU III	0.2	18 du/acre	3	office	
		284-231-25	MU III	0.2	18 du/acre	3	office	
		284-231-29	MU III	0.1	18 du/acre	1	Vacant/parking lot	
		284-231-30	MU III	0.1	18 du/acre	1	Vacant/parking lot	
		284-233-06	MU III	0.2	18 du/acre	3	Vacant/parking lot	Adjacent Vacant Parcels
		284-233-07	MU III	0.1	18 du/acre	3	Vacant/parking lot	

	Income Level	APN #	Gen Plan /Zoning	Acreage	Realistic Density	# Units	Existing Use	Comments
Focused Development Site E	No restrictions on income level	284-233-05	MU III	0.3	18 du/acre	5	office	
		284-233-08	MU III	0.2	18 du/acre	3	Commercial	
		284-251-02	MU III	0.2	18 du/acre	3	residential	
		284-251-03	MU III	0.2	18 du/acre	3	residential	
		284-264-14	MU III	0.2	18 du/acre	3	used car dealership	
		284-264-15	MU III	0.2	18 du/acre	3	office	
		284-264-17	MU III	0.2	18 du/acre	3	residential	
		284-264-18	MU III	0.2	18 du/acre	3	office	
		284-282-07	MU III	0.2	18 du/acre	3	commercial/office	
		284-282-09	MU III	0.7	18 du/acre	13	commercial	
		284-282-10	MU III	0.4	18 du/acre	7	used car dealership	
		284-312-01	MU III	0.4	18 du/acre	7	service station	
		284-321-33	MU III	0.2	18 du/acre	3	residential	
		284-321-34	MU III	0.2	18 du/acre	3	office	
		284-323-01	MU III	0.2	18 du/acre	4	office	



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

TO: City Council

FROM: William Gallardo, City Manager

BY: David Crabtree, Community Development Director

DATE: March 6, 2017

SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2017

In 2017, the City continued to implement the Goals and Policies identified in the comprehensive update to the General Plan adopted in August 2003. As required by Section 65400 of the California Government Code, the following is the annual report on the status of the plan and on Brea's progress in meeting our share of the Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG).

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

Community Development

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

- Streamline the development process for affordable housing;
- Provide incentives to encourage and facilitate housing affordable to lower income households;
- Promote and explore multi-family development within mixed use and residential zones; and
- Develop and adopt design guidelines for second units and multi-family development.

Several of the programs include timing to achieve implementation within the first few years of the 2014-2021 housing cycle, see Attachment B – Housing Implementation Program Summary. In 2017, the City worked towards 14 Housing Programs. Table 1 provides a specific breakdown.

Table 1 – City Housing Programs

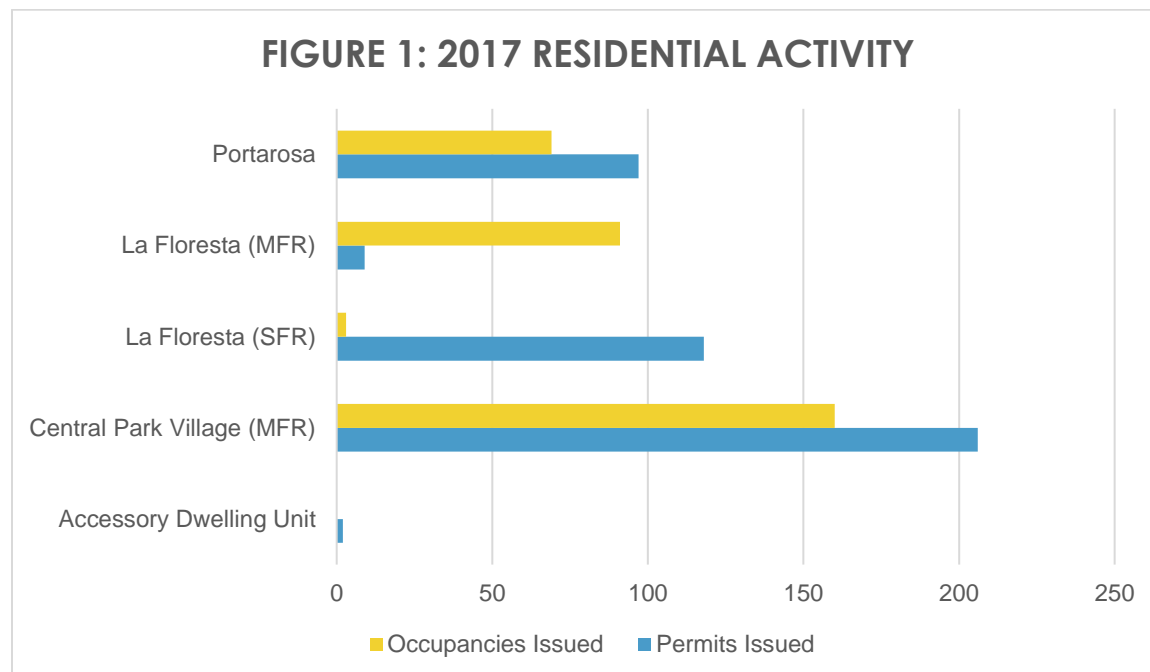
MAINTAINING EXISTING HOUSING QUALITY AND AFFORDABILITY	
HOUSING PROGRAM	ACHIEVEMENT
Single-Family Rehabilitation Program	Three loans and six grants were provided to lower income homeowners to help them rehabilitate their homes
PROVISION OF NEW AFFORDABLE HOUSING	
HOUSING PROGRAM	ACHIEVEMENT
Affordable Housing Ordinance	This year building permits were issued for multi-family units at Central Park Village, which includes 21 moderate income units.
PROVISION OF ADEQUATE HOUSING SITES	
HOUSING PROGRAM	ACHIEVEMENT
Land Use Element and Sites Inventory	An inventory of residential and mixed use opportunity sites was completed in 2012. Brea Place was approved for mixed used development on Focused Development Sites 3 and 4 in 2017.
Creation of High Density/Opportunity Sites	Staff has been evaluating suitable locations for re-designation. The City is in its beginning stages of the Brea Core Plan which will evaluate opportunity areas for high density and mixed-use development.
Creation of Higher Density Residential Zoning	
Accessory Dwelling Units	In December 2017, the Planning Commission passed ZOA 17-02 amending the City's Accessory Dwelling Unit development standards. The changes promote development of accessory dwelling units. The City received 2 construction applications and issued 2 building permits for accessory dwelling units this year.
REMOVAL OF GOVERNMENTAL CONSTRAINTS	
HOUSING PROGRAM	ACHIEVEMENT
Affordable Housing Incentives in Mixed-Use Zones	<p>This year the city kicked off The Brea Core Plan, which will directly address and implement several of the City's housing programs. It's objectives are:</p> <ol style="list-style-type: none"> 1. Set direction from a land use, urban design and policy perspective for accommodating new infill
Multi-family Development in Multi-family Zones	

Multi-family Design Guidelines	development and address opportunity areas. 2. Provide recommendation in terms of design concepts, entitlement strategies, and policy to help current developer proposals. 3. Evaluate opportunity areas for affordable housing in terms of design and incentives. One potential option could be a City Density Bonus Ordinance to better achieve affordable housing goals.
CEQA Exemptions for Infill Projects	
Efficient Project Processing	
EQUAL HOUSING OPPORTUNITIES AND SPECIAL NEEDS	
HOUSING PROGRAM	ACHIEVEMENT
Fair Housing Program	The City provides education information to the public by updating the City's website and offering assistance at the public counter. These actions help promote fair housing practice.
SUSTAINABILITY, ENERGY EFFICIENCY AND HEALTHY COMMUNITY	
HOUSING PROGRAM	ACHIEVEMENT
Green Building	The City continues to adhere to the <u>CalGreen</u> Code which was adopted and implemented in 2016. The code mandates the reduction of water use, divert construction waste to recycling and to ensure heaters, air conditioners and other mechanical equipment work efficiently.
Energy Conservation	Sustainability promotions and financial programs offered jointly by the City and Western Council of Governments include Property Assessed Clean Energy (PACE) plans designed to assist residential property owners with many types of clean energy upgrades such as solar panels, cool roofs , window and door replacements, or irrigation and lighting control systems. The City also posted web links to incentivize and educate the public on how to reduce greenhouse gas emissions and manage energy consumption.

The Housing Element identifies an increase in the City's senior population, with approximately 29% of the city's population being 62 years and older. With the rise of the senior population, rising rents are a particular concern due to the fact many seniors have fixed incomes. To assist with addressing this matter locally, Housing Program HE-22 and HE-23 have been included regarding housing affordability. The on-going effort to support a range of senior housing needs include:

- Senior Rental Subsidy program providing monthly rental subsidies for 28 “very low” income seniors;
- Engaging seniors through case managers and liaisons to better understand and plan for senior housing opportunities; and
- Providing resources for seniors (e.g. legal aid, mediators) specializing with housing issues such as rent control and legal contracts.

Housing Program HE-2, HE-4, HE-5 calls for rehabilitation and refinancing loans for rental properties. In 2017, the City assisted in the rehabilitation of 9 homes owned by low income residents through the Housing Rehabilitation Program. This was a combination of three loans and six grants to low income Brea homeowners. The rehabilitation included reroof, window, door, siding and floor repairs and bathroom remodels.



No new housing development applications were received in 2017, however the City experienced a large amount of residential activity. In 2017, 323 new residential units were released for occupancy. The majority of the units came from the final releases for the condominiums in the Central Park Village project as well as the Portarosa planning area of the La Floresta project. The City also issued 126 building permits for a total of 430 new residential units added to the City's housing stock. The majority of new residential construction is in the La Floresta project. Figure 1 is the breakdown of residential activity in 2017. The units are a mix of single-family residential units and multi-family residential units, including townhomes. These residential projects remain consistent with the General Plan by providing site opportunities for the development of housing that responds to the community needs in terms of housing type, costs, and location helping achieve HE-3.1.

Among the new permits issued this year is the Active Senior community of Buena Vida (55+ age restricted housing), a part of the La Floresta project. The development includes 186 single family homes, 80 condominium units adding 266 total units to the age restrictive housing stock. The location of the development is within a half mile of restaurants, retail and a grocery store at the La Floresta Village and provides seniors easy access to a variety of services. The development also includes an exclusive recreation area with a pool, gym and meetings rooms providing seniors opportunities to learn new skills and share activities.

Focused Development Sites 3 and 4 along Birch Street and State College Boulevard were designated for high density mixed-use development in 2006. In 2017 the Planning Commission approved the development of Brea Place, also known as the Hines project. This mixed use project consists of 653 multi-family residential units, commercial uses and a new hotel. The development is centrally located to existing commercial uses, job centers including the Brea Market Place, Brea Mall, City Hall and Downtown. The existing infrastructure around the sites allows for greater opportunities for multimodal transportation. The development will be easily accessible from the 57 freeway and the Brea Tracks and is adjacent to OCTA stops offering access to six bus routes. The project meets the goals of HE-2.2, HE-3.3, and HE-3.4 by improving the City's supply of rental housing. This new mixed use development will allow for people to live, work, shop, and recreate with minimal automobile dependency through vertical and horizontal integration of compatible residential and commercial uses. This would achieve Policy CD-1.1 and CD-1.9 by creating a compact, walkable, mixed use neighborhood effectively integrating multi-family housing with neighborhood shopping centers. The new hotel would also create new employment opportunities and would make a positive contribution to the City's tax base in compliance with Policy CD-1.3 and Policy CD-1.6.

The second housing development approved this year is the Silverado Residential Care Facility located at 149 W Lambert Road. The site is currently developed with a biomedical laboratory and has been vacant for 7 years. The redevelopment of this location meets policy HE-3.4, which calls for consideration of reuse opportunities on underutilized commercial and industrial sites. HE-2.5, HE-2.7 encourages the provision of housing to meet the needs of the community. This assisted living facility will add 39 units to the housing stock specifically for patients with Alzheimer's, Parkinson's, and other types of dementia and memory impairment. The 39 units will consist of 8 single bed units and 31 two-bed units for a total potential occupancy of 70 residents. The facility will provide enrichment and quality of life for resident patients through the care of medical and nursing staff. Highly supported by the surrounding community, Silverado Residential Care allows the city to achieve policy goals CD-9.4 and HE-1.0 through careful planning and integration of needed housing units into the existing neighborhood.

The City completed the Brea Envisions Community Strategic Plan, a public outreach effort, to identify the Community's values, needs, and opportunities for the future. The goals of the effort included a community vision, to engage and inform the community, provide implementation steps to update documents including a focused update to the General Plan, the Parks, Recreation and Human Services Plan, and develop a Cultural Arts Plan. As a result of the outreach effort, the Community Strategic Plan outlined nine strategic initiatives (community themes): Land Use and Housing, Economic Development, Energy and Sustainability, Fiscal Responsibility, Leisure and Culture, Open Space, Public Safety, Transportation, and Connected Community. Accordingly, the themes of the Community Strategic Plan align with the elements of the General Plan, becoming a guide for the City to further achieve General Plan goals. These emerging themes have directly led to the implementation of a new vision planning effort - the Brea Core Plan. The Brea Core Plan will draw upon the Strategic Initiatives and provide policies and regulations to guide new investment, housing opportunities, development, and infrastructure within the central core of the city

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

The Tracks at Brea is a multi-year CIP project consisting of a four-mile, dual-tread trail intended to provide connection between Brea's east and west sides helping achieve CD-2.3, CD- 3.1, CD-

10.3, CD-11.2, CD-12.5 and CD-13.2. In 2017 construction started on Segment 4, the last segment of six. Construction is expected to conclude in Spring, 2018. Upon completion of all six segments, the City looks forward to coordination with the City of La Habra on the westerly extension. The Tracks at Brea provides for an extensive, integrated, and safe bicycle, hiking and pedestrian network throughout the community and helps make Brea a pedestrian-friendly community.

Pursuant of CD-2.3 and CD-11.6 the City continued participation in the Regional Transportation Synchronized Signal System. This year the City synchronized traffic lights on 90% of the road network, improving vehicle congestion and traffic flow within the city. The City also continues annual traffic compliance and routine maintenance of the street network, ensuring the safety and mobility for all Breans.

Infrastructure - Efforts in infrastructure improvements are facilitated through the City's Capital Improvement (CIP) projects. During 2017, numerous street improvement and rehabilitation projects were performed, in keeping with Policy CD-14.2.

Among the projects completed this year is the pavement rehabilitation on Kraemer Boulevard and Lambert Road. The improvements included cold milling the existing pavement sections, resurfacing, removal and replacement of any failed pavement sections; utility cover adjustments; replacing damaged and uplifted sidewalk, curb, and gutter; reconstruction of ramps for ADA compliance, and improved traffic lane striping and markings. Traffic flow in the city was enhanced through the Central Avenue and Tamarack Intersection Improvement Project. The project widened the north side of Central Avenue, east of Tamarack Avenue to provide a dedicated westbound right turn lane. The improvements included modifying the traffic signal, and reconstruction of sidewalks, curb and gutter, and curb access ramps at the northeast corner of the intersection.

Growth Management – efforts continued toward Growth Management Goals by cooperating in the annual Congestion Management Plan update and being active in OCCOG, SCAG and other regional agencies, as prescribed by in Policies G-27.1 and G-28.1. In 2017, the City approved two applications for accessory dwelling units that help accomplish the vision expressed for Growth Management through Policy CD-27.4. Furthermore, the city adopted ZOA 17-02, an amendment pertaining to the provisions of accessory dwelling units, in keeping with state law. The amendment meets Policy HE-4 by easing restrictions in some development standards and parking requirements, removing governmental barriers and making accessory dwelling units a more feasible housing option in the City of Brea.

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

Economic Development – The City continues to maintain and facilitate the Business Retention and Attraction Program as called for in Goals CD-23, CD-24, and CD-25, through active participation in the Chamber of Commerce's Economic Development Committee, the North Orange County Partnership, and Business Outreach. The City continues to promote the Shop Brea Program, a community marketing effort to encourage Breans to shop locally. The program educates the community on how shopping in Brea benefits residents directly. The program features and highlight local business promotions and events through the Chamber of Commerce website and newsletters.

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

The City will explore new resources to be proactive in fostering economic development and affordable housing for our community. As required by state law, Attachment D details the City of Brea's (Housing Successor) fiscal activities during the 2017-2018 time period. The Policies contained in Goals CD-1, CD-4, CD-6 and CD-23 call for the use of redevelopment set-aside funds and other funding mechanisms to assist with the development of workforce housing. In 2017, \$3,904,419 was added to the Low and Moderate Income Housing Asset Fund. With the passage of Assembly Bills 26 and 1484, redevelopment agencies in California and Brea were dissolved. However, prior to this legislation there was significant progress in achieving workforce housing in Brea. The City, as Housing Successor to the redevelopment agency maintains waiting lists for both rental and ownership affordable housing. Currently, over 518 rental units are covered by affordable covenants.

The Neighborhood Enhancement Program continues as called for in Policy 1.12 with the administration of CDBG grants and loans for the improvement of low-income, owned, single family homes including mobile homes. In 2017, the City assisted in the complete rehabilitation of 11 homes.

Community Resources

The Parks, Recreation and Human Services Commission and Community Services staff ensured current needs and services of the Community in 2017. Policies CR-1.1 – CR-1.7 call for the creation of new park space with development proposals to increase the overall availability of parks for our growing community. A project worth noting is Central Park Village which began construction of the 1.5 acre privately owned publically accessible park called Central Park. The park is designed with a fountain plaza, splash pad, play area, bench seating and a restroom. Central Park incorporates unstructured play and passive recreation in a new large-scale residential development.

The City continues to achieve Policy CR-3.2 by maximizing the use of open space areas that are capable of supporting park-type activities by coordinating with Brea Olinda Unified School District for a school/park joint use concept that increase recreational resources. The city partnered with the School District on site improvements to the Lagos De Moreno Park. New and improved amenities included new turf, recreation and playground equipment, shade structure, restrooms, picnic tables, and new driveways and sidewalks.

Staff continues to encourage eligible property owners to utilize Mills Act loans and to place their property on the Historic Registry Listing, as called for in Policies CR-14.4 and CR-14.5. The Brea Historical Register currently has a total of 58 designations. The granting of the Historic Resource Designation is in accordance with General Plan Goal CR-14 and CR-15 by providing physical protection to a historic building and making the community aware of the importance of historic preservation.

Trails continue to be a priority to the City, as called for in the Policies and Goals of CR-7 and CR-8. The City has worked extensively with state and federal agencies to integrate planning and funding of recreation and trail facilities and to implement related General Plan Goals and Policies. As discussed under *Circulation*, segments 1 – 6 were completed this year and an expected expansion effort with the City of La Habra.

Policies CR-6.1-3, CR-6.6, CR-7.4 and CR-7.1-2 require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, decorated accent paving materials, and other pedestrian improvements. The trail must ensure easy linkages to schools, commercial areas, cultural and social centers and other high pedestrian activity areas. In 2017, the infill, multi-family project, Trailview, was completed. This project is the first neighborhood trailhead connection via Orange Avenue to the Tracks at Brea Trail which provides the direct pedestrian access and bicycle connection to this community facility and broader active transportation network of Brea. The project helps achieve healthy and sustainable community-based upon the green building practices as prescribed in Policies CR-11.1, CR-1.4, CR-1.5 and CR-13.2

Ongoing efforts for the National Pollution Discharge Elimination System (NPDES) and a variety of storm water control system improvements were continued, as directed in Goals CR-11 and CR-12. Over 340 catch basins, storm drains and 110 miles of main sewer lines were cleaned. Water conservation was also enhanced by requiring the use of low water use plant materials for private development and using drought tolerant materials for public projects. The Community Center completed its landscaping improvements, replacing old vegetation with low water use species. Similar landscaping projects were conducted on Aurora Avenue as well as Lagos de Morena Park as a part of the effort to reduce water consumption in the City. Further, approximately 81 leak surveys were performed to assist residents and businesses to use less water which in return assists the City to meet the 20 percent water reduction goal by 2020.

Policy CR-9.3 calls for the City to preserve and restore the habitat value of creek corridors. In 2017 the City participated in Brea's 14th Inner Coastal Cleanup which consisted 111 volunteers removing debris from the Coyote Creek Watershed which discharges at Seal Beach, it was estimated that participants removed approximately 800 pounds of debris.

Policies CR-13.1 through CR 13.8 calls for the City to promote energy conservation and improve air and water quality impacts. The City continues to lead the way regionally through implementation of sustainability initiatives aimed at improving the quality of life in Brea. Efforts include implementation of the City's Sustainability Plan and Energy Action Plan and implementing online permitting for energy efficiency projects. The Sustainability Plan addresses energy conservation, encourages alternative modes of transportation to reduce emissions, cooperate with other public agencies, and encourages recycling.

The City of Brea remains committed to addressing its regional energy needs by encouraging higher sustainable levels. Sustainability promotions and financial programs offered jointly by the City and Western Council of Governments include Property Assessed Clean Energy (PACE) plans designed to assist residential property owners with many types of clean energy upgrades such as solar panels, cool roofs, window and door replacements, or irrigation and lighting control systems. Two additional financial programs – California FIRST and Figtree – assist commercial property owners with financing energy efficiency measures in their facilities. The City also continues to update the website with links to incentivize and educate the public on how to reduce greenhouse gas emissions and manage energy consumption. To encourage alternative modes of transportation and reduce emissions associated with automobile use, the City continues to implement Tracks at Brea as highlighted in the *Circulation* discussion. Finally, the City has streamlined building permitting procedures for small residential solar energy systems, in order to

help make the installation of rooftop solar energy systems more efficient and help promote renewable energy sources in the City of Brea.

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

Community Services

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

The Brea Senior Center provides home delivered meals to 36 home-bound seniors. This program is operated by volunteers. The Senior Center itself continues to offer a variety of programs and services to the local senior community, including art classes, games, computer tutoring, health screening, informative presentations, physical fitness classes, and the travel group. The senior nutrition program offers hot meals to seniors at the Center. Transportation services are available to and from the Center, along with weekly shopping trips. Case management services and resources are also available to residents.

General Plan Goal CS-8 indicates the creation of National recognition for Brea as an arts community. Ten art pieces were added to Brea’s Art in Public Places Collection, making a total of 177 sculptures integrated into the City’s built environment. Brea’s program continues to be one of the largest collections of outdoor sculptures in the nation. Installation of new sculptures and tours of Brea’s Art in Public Places Collection will continue to be provided in order to increase the exposure to the arts.

In keeping with Policy CS-6.1, The Curtis Theatre entertained approximately 60,000 guests in 2017, and is considered a major contributor to the City’s entertainment and restaurant business economy. The Theatre hosts a curated season of performing arts and entertainment, oversees a Youth Theatre Program with an annual registration of 515 children, and is home to a variety of businesses, non-profit organizations and churches through its rental program. The City also continues to provide live concerts and presentations in the City Parks.

Public Safety

The Brea Police and Fire Departments continue to enhance their services to our community through strategic deployment of personnel and utilization of resources. Both Departments work to ensure that City public safety services are of the highest quality (Goal PFS-1),

In keeping with Policy Goal PS-1.1, 1.7, 2.1, and 2.3 City staff meet regularly with the Police Department to identify impacts that new development will have upon police services and to ensure safety in public areas. The Brea Police Department is a standing member of the staff Development Team, providing police perspective on development throughout Brea, and department members periodically participate in the Plan Check process, providing input on public safety concerns. In 2017, the Police Department continued to be involved in the ongoing planning for the Rails to Trails project. The department also participated in discussions regarding safety and emergency response along the proposed trail route, in addition to addressing concerns of potential homeless encampments along the route. The department participates in working groups related to Parks operations and implementation of the Parks ordinance, and the department has active representation with the Traffic Committee.

PS-1.3 calls for the City to maintain and develop a community-based police strategy compatible with the needs and size of the community. The Brea Police Department meets this goal through its comprehensive crime analysis program. The Department's full-time Crime Analyst prepares weekly statistical analysis, working with the Patrol Area Commanders to identify strategies for intervention and apprehension. The Department's Budget Team, made of commanders and supervisors, meets quarterly to discuss effectiveness and problem solve in a collaborative environment. Should needs for an expansion or re-allocation of resources be identified, the department's Budget Team submits and advocates for those adjustments.

In accordance with PS-1.7 and PS-1.11, the Brea Police Department remained active in community outreach efforts and maximized the usage of volunteers. Community Watch programs continue to grow. The department implemented the full-time civilian position of Police Community Outreach Coordinator in an effort to improve and expand the means with which we communicate with the public. As a result, the department dramatically increased its numbers of 'followers' on various social media platforms, and began live streaming some events using applications such as Facebook Live. The department again published an Annual Report, providing residents, business people, and visitors to Brea information about the police department's organization and activities in 2016. Volunteer services remained very strong. The Brea Police Explorers and Volunteers in Police Service (VIPS) continued to provide several thousand hours of volunteer service to the City. The department also conducted its annual Citizen Academy to provide members of the Brea community a closer look at how the department is organized and functions. The department staffs a full-time School Resource Officer (SRO) to work at Brea Olinda Unified School District high schools. The SRO also taught a vocational course at the Laurel Magnet School.

Modern technology and equipment are vital to effective Public Safety, as recognized in PS-1.2. In 2017, the Police Department upgraded the Computer Aided Dispatch and Records Management System (CAD/RMS) and is expected to be complete by 2018. A new voice recognition dictation system was implemented to streamline the police reporting process. Concurrently, the Brea Fire Department added additional capabilities to their new Motorola APX radios, improving communication and response. The new technology includes encryption key, front panel programming, and over the air programming capabilities. Additionally, the introduction of an automatic security gate at Fire Station 3 has improved the overall safety of the fire stations.

The Fire Department continues to implement PS-1.7 and PS-1.11 through its annual Open House in conjunction with Brea Public Works. The department also involved itself in the community,

participation in Brea High Schools Fire/Police Challenge, as well as the annual Spark of Love Campaign, collecting over 20 boxes of toys throughout the City. Fire staff also volunteered for this year's Career Exploration at Laurel Magnet Elementary school, and has conducted 33 Station Tours to increase public awareness of fire safety and prevention. Goals PS-4.1 and PS-5 calls for Hazards Management cooperation with federal, state, and local agencies to effectively regulate the management of hazardous materials and hazardous waste. The Fire Department continues to provide education and information to the community about: commonly used hazardous materials, more environmentally friendly alternative; safe recycling and disposal, ethos and the location of nearest household hazardous waste collection center.

The Brea Fire Department ensures disaster preparedness for City employees in accordance with PS-1.9. In 2017 the Emergency Preparedness Coordinator organized numerous training opportunities and evacuation drills at City facilities, as well as a National Preparedness Month in which employees were provided information and resources to assist preparing at home and at their workplace. The Community Emergency Response Team (CERT), led by the Brea Fire Department, educates residents about disaster preparedness for hazards that may impact their area and trains them in basic disaster response. There are over 3,050 CERT trained members in Orange County and 90 active members in the City of Brea. This year CERT members played a key role in fire watch during high Santa Ana Wind activity.

PS-6.1 calls to protect the community from wild land fires. The Fire Department has been able to meet this goal through the continued implementation of the Weed Abatement Enforcement Program and compliance with the Very High Fire Hazard Areas code requirements for new residential construction. Examples of the Very High Fire Hazard Areas are Olinda Village and Blackstone. Further, all new homes are required to be equipped with automatic fire sprinklers – permits, plan check, and inspections have increased accordingly to ensure the safety and wellbeing of all development within the City.

PS-1.4 calls to fund appropriate levels of fire personnel, staff, and equipment to maintain a four to six minute response time. The department invested in new and existing personnel this year, sending two firefighters to Paramedic School and hiring an additional fire prevention specialist. In keeping with PS-1.4 the Fire Department was able to respond to 5,420 calls for emergency fire or medical service, and conducted more than 2,943 fire inspections in 2017.

- Attachment A –Implementation Guide
- Attachment B – Housing Implementation Program Summary
- Attachment C – Annual Element Progress Report
- Attachment D – Housing Successor Annual Report
- Attachment E – Residential Activity for Relevant Housing Cycle
- Attachment F – Focused Development Site Inventory

Appendix A

IMPLEMENTATION GUIDE

THE CITY OF
BREA
GENERAL PLAN



Appendix A

IMPLEMENTATION

GUIDE



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

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

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

Use of the General Plan Implementation Guide

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

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

Community Development
Brea General Plan Implementation Guide

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

Community Development
Brea General Plan Implementation Guide

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

Community Development
Brea General Plan Implementation Guide

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

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

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

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

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

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

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

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-4.2 CR-5.2	Assess development proposals for potential impacts to important geologic and scenic landform features pursuant to the CEQA. Require appropriate mitigation measures, including environmentally sensitive site planning and grading, revegetation and open space dedication, for significant impacts. Consider important topographical features, watershed areas, ridgelines, soils, and potential erosion problems in the assessments. Ensure the new development is compatible to adjacent open space lands.	Development Services	Development fees, Grading permit fees,	Ongoing			CR-9.6 CR-10.3 CR-10.5 CR-10.5 CR-11.5 CR-11.6		PS-8.3 PS-8.4
CR-4.3 CR-5.3	Collaborate with Federal, state, regional, local, non-profit, environmental and conservation organizations, and private entities to conserve, protect, and enhance open spaces and natural resources throughout Brea’s Planning Area.	Development Services	General fund	Ongoing	CD-1.7 CD-7.5				
SECTION VII: TRAILS									
CR-6.1 CR-6.2 CR-6.3 CR-6.6 CR-6.7 CR-7.4	<p>Develop the multi-use trail system illustrated in Trail Section (Figure CR-2) with the following standards:</p> <ul style="list-style-type: none">▪ Provide multi-purpose trails, where possible, to serve hikers, bicyclers, and horseback riders.▪ Link trails with adjacent City, County, and State (Chino Hills State Park) trail systems.▪ Maintain trail areas in good condition, and free of litter and debris▪ Design trails with coordination with landowners and conservation biologist to develop trails that will be flexible and site-specific to minimize the impact on adjacent property and fragile habitats.▪ Provide a trail system with both short and long hikes/rides and serve the needs of both beginning and advanced hikers/riders.▪ Utilize citizen volunteers to assist in the development, maintenance and operation of trails and facilities.▪ Keep citizens aware of the trail system through publication of a trails map which also notes safety and courtesy tips.▪ Separate trails from automobile traffic when possible in order to provide safe conditions for riders and walkers.▪ Provide appropriate signs to mark all trails.▪ Design trails entrances to prevent unwanted trail usage by motorized vehicles.▪ Locate trails to provide linkages between open space and the City greenway system. <p>Adopt and implement a capital improvement program for trail acquisition and improvements to the trail system.</p>	Development Services, Community Services	Development fees, General fund, CIP funds	Ongoing	CD-1.7 CD-1.8 CD-1.9 CD-4.2 CD-7.6 CD-8.2				PS-2.2 PS-2.3 PS-3.1 PS-3.3
CR-6.4 CR-7.3	<p>Research and acquire Federal, state, local, and non-profit resources to fund and develop trails throughout Brea.</p> <p>Research “Rails to Trails” program and related resources to convert abandoned Union Pacific railroad right-of-way to a community trail as described in the Trails Section of the General Plan.</p>	Development Services, Community Services	General fund	Ongoing			CR-3.4		
CR-6.5	Coordinate with other State and local agencies in creating an integrated regional trail system that connects to important recreational activity areas within Northern Orange County.	Development Services, Community Services	General fund	Ongoing					
CR-7.1 CR-7.2 CR-7.5	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Community Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2		CR-7.1 CR-7.2 CR-7.5		PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Jurisdiction City of Brea

Reporting Period Jan 1 2017 - Dec 31 2017

Table A

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

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8	
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.	
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions		
La Floresta Town Homes (PA 12)	Mixed-Use	O				97	97					
La Floresta Condos (PA 1)	High Density Residential	O				9	9					
La Floresta- Single Family Homes (PA 2, Central Park Village Apartments	Single Family Residential	O				118	118					
	Multi-Family	R			21	185	206					
284-371-03, 284-334-03	Single Family (ADU)	R				2	2					
(9) Total of Moderate and Above Moderate from Table A3 ▶ ▶						432						
(10) Total by income Table A/A3 ▶ ▶			0	0	0	0	0					
(11) Total Extremely Low-Income Units*			none									

* Note: These fields are voluntary

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Housing Element Implementation
 (CCR Title 25 §6202)

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Jurisdiction City of Brea

Reporting Period Jan 1 2017 - Dec 31 2017

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

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

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	2	6	1	9	Housing Rehabilitation Program
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	2	6	1	9	

* Note: This field is voluntary

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

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

* Note: This field is voluntary

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Housing Element Implementation
 (CCR Title 25 §6202)

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Jurisdiction City of Brea

Reporting Period Jan 1 2017 - Dec 31 2017

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015	2016	2017	2018	2019	2020	2021		Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8			
Very Low	Deed Restricted	436	213	0	0	0						213	223
	Non-deed restricted												
Low	Deed Restricted	305	213	0	0	0						213	92
	Non-deed restricted												
Moderate	Deed Restricted	335	305	94	0	21						420	-85
	Non-deed restricted												
Above Moderate		785	785	997	0	21						1,803	-1,018
Total RHNA by COG. Enter allocation number:		1,851	1,516	1,091	0	42				0		2,649	-788
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

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

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(CCR Title 25 §6202)

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Jurisdiction City of Brea
Reporting Period Jan 1 2017 - Dec 31 2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program #2	Provide rehab loans to lower income home owners	Year 4	3 loans and 6 grants provided
Single-Family Rehabilitation Program			
Program #10	Provide silent second loans to homebuyers	Year 4	0 loans were provided
Homebuyer Assistance Program			
Program #12	Integrate affordable housing within market rate developments	Year 4	0 units provided at the moderate income level
Affordable Housing Ordinance			
Program #20	Provide educational information on fair housing	Year 4	Brochures provided at City counters and on the website
Fair Housing Program			

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

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Jurisdiction	City of Brea		
Reporting Period	Jan 1 2017	-	Dec 31 2017

General Comments:

**HOUSING SUCCESSOR ANNUAL REPORT
REGARDING THE
LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2016-17
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)
FOR THE
CITY OF BREA**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated as of December 21, 2017. This Report sets forth certain details of the CITY OF BREA (Housing Successor) activities during Fiscal Year 2016-17. The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund of the CITY OF BREA for Fiscal Year 2016-17 as prepared by Vavrinek, Trine, Day & Company, LLP, which Audit is separate from this annual summary Report; further, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

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

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

- VI. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VII. Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided.
- VIII. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- IX. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is January 1, 2007 to December 31, 2016.
- XI. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

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

I. AMOUNT DEPOSITED INTO LMIHAF

A total of \$3,904,419 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

II. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$20,676,155 as follows, with no funds held for items listed on the ROPS:

Nonspendable – Loans Receivable	\$16,008,549
Spendable	<u>4,667,606</u>
Total	\$20,676,155

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

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

	Fiscal Year
Monitoring & Administration Expenditures	\$277,505
Homeless Prevention and Rapid Rehousing Services Expenditures	N/A
Housing Development Expenditures*	
➤ Expenditures on Low Income Units	N/A
➤ Expenditures on Very-Low Income Units	N/A
➤ Expenditures on Extremely-Low Income Units	N/A
➤ Total Housing Development Expenditures	N/A
Other***	
Total LMIHAF Expenditures in Fiscal Year	\$277,505

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

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

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

	As of End of Fiscal Year
Statutory Value of Real Property Owned by Housing Successor	N/A
Value of Loans and Grants Receivable	\$16,008,549*
Total Value of Housing Successor Assets	\$16,008,549

*Amount reported is net of deferred revenue.

V. DESCRIPTION OF TRANSFERS

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

VI. PROJECT DESCRIPTIONS

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

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16

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

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

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

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

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

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

IX. EXTREMELY-LOW INCOME TEST

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

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

X. SENIOR HOUSING TEST

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

The following provides the Housing Successor's Senior Housing Test for the 10 year period of January 1, 2007 to December 31, 2016.

Senior Housing Test	1/1/2007 – 12/31/2016
# of Assisted Senior Rental Units	2,245
# of Total Assisted Rental Units	6,303
Senior Housing Percentage	36%

XI. EXCESS SURPLUS TEST

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

CITY OF BREA HOUSING SUCCESSOR

COMPUTATION OF HOUSING SUCCESSOR
EXCESS/SURPLUS (HSC 34176.1)

	Low and Moderate Housing Funds All Project Area July 1, 2016	Low and Moderate Housing Funds All Project Area July 1, 2017
Opening Fund Balance	\$ 18,750,601	\$ 20,676,155
Less Unavailable Amounts:		
Loans receivable	\$ (17,704,878)	\$ (16,008,549)
	<u>\$ (17,704,878.00)</u>	<u>\$ (16,008,549.00)</u>
Available Housing Successor Funds	\$ 1,045,723.00	\$ 4,667,606.00
Limitation (greater of \$1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2016 - 2017		\$ 3,904,419
2015 - 2016	\$ 228,837	228,837
2014 - 2015	639,738	639,738
2013 - 2014	881,999	881,999
2012 - 2013	<u>435,273</u>	<u>435,273</u>
Total	<u>\$ 2,185,847</u>	<u>\$ 6,090,266</u>
Base Limitation	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
Greater amount	<u>\$ 2,185,847.00</u>	<u>\$ 6,090,266.00</u>
Computed Excess/Surplus	<u>None</u>	<u>None</u>

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: Landscape and Lighting Maintenance District No.1 Update

RECOMMENDATION

Review and provide direction.

BACKGROUND/DISCUSSION

Landscape Lighting and Maintenance District No.1 (LLMD) is located in an area west of Apricot and north of Desert Canyon Road. In 1982, the owner of the property (developer) approved an assessment to pay for the maintenance of the landscaping and lighting within the subdivision, which paved the way for City Council approval of the formation of LLMD No.1 in the same year. Over the years, the cost of maintenance has increased while the current assessment has not increased. In an effort to extend the operational reserves as long as possible, City staff has cut back on the maintenance contractor's scope of services, which has resulted in a lower level of maintenance. Without an increase in the assessment, City staff expects that the LLMD reserves will be fully depleted within the next year.

In an effort to correct the issue, City staff has been working with LLMD residents to update the assessment so that appropriate funding levels are restored in order to adequately maintain the District and provide for an operational and catastrophic reserve. Staff will be presenting the attached PowerPoint at the City Council meeting tonight that will highlight the following major points:

- Background
- Proposed Assessment for LLMD No.1
- Impacts to General Fund
 - LLMD's (1 through 7)
- Options

FISCAL IMPACT/SUMMARY

With recent case law stating that any new re-assessment must analyze for Special and General Benefits, the City could be responsible for the cost of General Benefits. The final cost and impact to the General Fund is dependent on City Council direction as further described in the attached PowerPoint.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tony Olmos, P.E., Public Works Director

Attachments

Powerpoint

Analysis of Landscape and Lighting Maintenance District No.1 (LLMD)

City Council
March 6, 2018

Presentation Overview

- Background
- Proposed changes to LLMD No.1
Assessment
- Potential impacts to other districts
- Options for consideration
- Discussion

Background

- 1982:
 - Property owner (developer) approved an assessment to pay for the common area maintenance
 - City Council approved the formation of LLMD 1
- Currently using reserves to fund operations
- Adjusting maintenance to use available funds



District 1

Background

- LLMD 1 spending reserves for their operational budget
- 2008 State Supreme Court upheld decision requiring special/general benefits be addressed and assessed accordingly if an assessment changes
 - Special benefits – specific to the District
 - Funded by the residents
 - General benefits – community benefits
 - Funded by another source – City's General Fund

Background

- Since 2014 to present, had the following meetings:
 - 6 City Council Study Sessions
 - 16 Community/Working Group Meetings
 - 1 Site Tour
- Initial Working Group Concerns
 - Boundary Changes
 - Different Assessments in the District
 - Shared Slope Maintenance
- As a result, staff worked with City Attorney and Assessment Engineer to develop further options in accordance with the Engineering Study and working group recommendations

LLMD # 1 Assessment

- Current Assessment per parcel is \$543.00
- New Assessment:
 - \$681.22 per parcel
 - \$579.27 – O&M
 - \$101.95 - Reserve



Cost Estimate

LLMD No. 1 Cost Estimate

	Annual Maintenance	Capital Reserves	General Benefit		Total Amount Assessed
			Maintenance	Reserves	
Trails/Sidewalk	\$1,453.85	*	(\$1,453.85)	*	\$0.00
Themed Neighborhood Lights	\$2,900.00	\$1,546.67	\$0.00	\$0.00	\$4,446.67
Landscaping	\$42,119.62	\$5,203.94	\$0.00	\$0.00	\$47,323.56
Slope Stabilization	\$19,526.54	\$3,750.00	(\$4,881.63)	**	\$18,394.90
	\$66,000.00	\$10,500.61	(\$6,335.48)	\$0.00	\$70,165.13
Total Operations and Reserves Estimate					\$76,500.61
Total City Contribution					(\$6,335.48)
Total Assessment to the District					\$70,165.13

* Capital replacement costs to be included in the City's Sidewalk Replacement program

** Funded separately from other City Reserves

Potential City Wide Impacts from Special/General benefits

District	General Fund Impact
1	\$6,335
3	\$1,370
5	\$10,025
6	\$16,850
7	\$5,435
Total Potential City Wide Impacts:	\$40,015

Options?

- No Changes
 - Use existing funds
 - Reduce maintenance operations
- Modify LLMD No.1 Assessment
 - Initiate (Prop 218) process

Discussion

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/06/2018

SUBJECT: Professional Services Agreement with HF&H for As-Needed Support Services for Refuse Contract Modernization and Updates in the Amount Not-to-Exceed \$50,000

RECOMMENDATION

Approve Professional Services Agreement (PSA) with HF&H Consultants, LLC to provide as-needed support services for refuse contract modernization and updates in the amount not-to-exceed \$50,000.

BACKGROUND/DISCUSSION

The City of Brea has an exclusive franchise agreement with Republic Services to provide solid waste and recycling services in the City. The contract is valued at over \$9 million annually and was last updated in September 2002.

In May 2017, City Council set a goal to modernize the City's refuse contract as part of their citywide goals. In October 2017, City Council reviewed Republic Services' contract history and scope of services, and directed staff to open contract negotiations with Republic Services to update/modernize their contract. Further, City Council directed that negotiations shall include concessions where necessary to bring the contract in line par with other cities and should include provisions necessary to be in compliance with current state regulations such as AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Organic Commercial Recycling).

In an effort to reduce the amount of City funds expended on contract services, City staff will be lead and perform the vast majority of the work involved with the contract modernization. However, it is strongly recommended that the City utilize the services of a contractor, acting in an advisory role, to help guide staff's efforts on critical areas that are beyond staff's expertise in the waste management industry.

Staff anticipates performing the following major tasks: research refuse contracts from other cities that utilize the Olinda Landfill; conduct outreach and gather data to prepare comparative analysis of other refuse contracts; coordinate meetings with Republic Services to discuss proposed terms of contract amendment and negotiate any potential changes; coordinate review of proposed contract amendments with the City Attorney; provide ongoing project status updates to City Manager; provide updates to City Council; and prepare City Council staff reports, exhibits, and presentations as needed.

On an as-needed basis, the contractor's scope of work will involve the following areas: review of the existing refuse contract; compare key terms to other modern, state-of-the-art agreements;

advise staff on review of operational and financial records of trash hauler's operations; review a comparative matrix prepared by staff based on comprehensive franchise agreements database and industry experience; prepare recommendations and advise City staff in negotiations to obtain favorable terms for the City; and review the final contract/contract amendment language.

The contractor's scope of work is attached in Exhibit A. The final cost of this effort will be dependent on the hauler's willingness to negotiate in good faith and on City Council's desire to be more or less aggressive in the negotiations.

CONTRACTOR SELECTION PROCESS

In 2017, proposals were solicited from three firms all known to have experience in the waste management industry. The firms included: HF&H Consultants, LLC (HF&H), Sloan Vasquez McAfee, and Willdan Financial Services. After evaluating the proposals, staff selected HF&H for this work based on their extensive experience in refuse management and since HF&H has performed similar work for many other California cities including recent work in organics with the cities of Anaheim, Fullerton, Garden Grove, Placentia, and Yorba Linda.

HF&H Project Manager, Laith Ezzet, has over 30 years of experience in the waste management industry. He has assisted over 100 public agencies in solid waste matters, and negotiated agreements with total values in excess of \$2 billion. Mr. Ezzet is considered one of the top industry experts in his field within Southern California, and was highly praised for his work by other north Orange County cities currently contracting with HF&H. Mr. Ezzet also assisted the City of Anaheim in implementing mandatory commercial organics recycling (MORE), one of the first cities in the north Orange County area to do so, and served as a guest speaker at a roundtable on organics recycling last fall. For all these reasons, it is recommended that City Council approve a PSA with HF&H Consultants, LLC to provide as-needed support services for refuse contract modernization in the amount not-to-exceed \$50,000.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item on February 27, 2018 and did not take any action. It was recommended by the Committee that the item be considered by City Council as an Administrative Item.

FISCAL IMPACT/SUMMARY

There is no impact to the General Fund. Funding in the amount of \$50,000 will come from the enterprise fund for refuse-related expenditures, Fund 440 (Sanitation & Street Sweeping). This amount was not included in the FY 2017-18 Adopted Budget. However, FY 2017/18, revenue projections are sufficient to cover this cost. Finance will include this item in the next round of quarterly budget adjustments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Gillian Lobo, Senior Management Analyst

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

Attachments

Proposal

Insurance
Agreement

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Robert D. Hilton, CMC
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Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton, CMC

February 14, 2018

Ms. Gillian Lobo
Senior Management Analyst
City of Brea
1 Civic Center Cir
Brea, CA 92821

Re: Solid Waste Consulting Services

Thank you for providing HF&H Consultants an opportunity to submit this proposal to the City of Brea (City) to provide solid waste consulting services. Based on my telephone conversation with Tony Olmos on February 13, 2018, we have updated our scope of work and fee estimate to reflect HF&H serving in an advisory role to support City staff in its negotiation of an updated solid waste agreement.

FIRM EXPERIENCE

Solid waste contract development and negotiations are a core part of our business, amounting to approximately one third of our annual revenues. Since its founding over 25 years ago, HF&H has performed over 100 solid waste and recycling service procurements, contract development and negotiations projects. These types of projects have included planning of diversion programs and collection services, preparing RFPs, evaluating proposals, drafting and negotiating contracts for collection of solid waste, recyclable materials, organic materials, processing services, and disposal services. All of these engagements include working in collaboration with client staff, preparing for, facilitating, and making presentations at meetings with client staff, City Councils/Board of Supervisors, and in other public forums. In many cases, our efforts have involved working with stakeholders including residents, businesses, and the waste hauling community to communicate upcoming changes and/or solicit input to plan future programs and services.

HF&H offers the City the benefit of our experience and lessons learned through all of these projects. Through our extensive experience, we have developed work plans, practice aides, and strategies for conducting contractor selection projects in a thorough and objective manner. We have templates that are specially customized for each project including work plans, RFPs, and collection agreements as well as proposal evaluation forms to document each proposer's qualifications, merits of their technical proposals, operating assumptions and metrics, and costs. We have faced numerous circumstances such as labor union lobbying, company publicity campaigns, elected official redirection, and concurrent contractor negotiations, and have formed strategies for handling these situations.

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February 14, 2018
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SOLE SOURCE NEGOTIATIONS

HF&H is an excellent partner in sole source negotiations processes as we can provide our clients with the perspective needed to ensure the negotiated contract terms and conditions are thorough, effective, and reasonable. We can also provide the technical expertise to analyze proposed costs and rate impacts to verify that program costs and customer rates are competitive. As part of your sole source negotiations, we can assist you with some or all of the following steps:

- Assisting in defining the client's goals and objectives;
- Conducting an operational and financial review of existing contractor's operations;
- Identifying changes to negotiate to the existing scope of services, performance standards, and contractor compensation methods;
- Soliciting proposals from existing service provider in response to client's proposed changes;
- Evaluating proposals;
- Negotiating service agreement or amendments to existing agreement with existing service provider; and,
- Presenting a final report to City Council.

PROJECT MANAGER

Laith Ezzet will be the project manager. Laith has negotiated solid waste agreements for public agencies with a combined value of over \$1 billion. His resume was previously provided to you.

SCOPE OF WORK

HF&H will serve as a solid waste industry resource to City staff as they renegotiate the City's solid waste agreement. The specific support will be determined based on the available budget and the City's needs as the City's negotiations with Republic Services proceed. The City's budget for our scope of work does not include participating in the actual negotiations with the solid waste contractor, or preparing the contract documents. Below we have identified the types of support that we understand we may be requested to provide.

Task 1: Contract Review

If requested to perform this task, we will review the existing solid waste franchise agreement to identify opportunities to update key terms and conditions. This would serve as the front-end to the City's efforts to negotiate an updated solid waste agreement with Republic Services.

This initial project phase will consist of comparing key terms in the existing agreement to those in a modern, state-of-the-art agreement. Our analysis will include key terms related to the provision of residential, commercial and roll-off box services, rate adjustment provisions, recycling requirements and regulatory compliance with AB 341, AB 1826, and other pertinent legislation, performance standards,

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February 14, 2018
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reporting requirements, indemnifications, complimentary services provided at no additional charge, and other key contract requirements.

We will prepare a written work product and meet once with City staff to review it. We will subsequently update the analysis based on the meeting with City staff.

Our final work product will be a matrix comparing the key contract terms and services provided in the City to industry standards based on our comprehensive agreement database and industry experience.

Task 2: Commercial Organics

The State of California enacted AB 1826 which requires mandatory commercial organics programs to be phased in between April 1, 2016 and January 1, 2020, depending on the amount of organics generated by the customer, as summarized below:

- Businesses with eight (8) cubic-yards or more per week of organic material were to have a program in place by April 1, 2016.
- Businesses with four (4) or more cubic-yards per week of organics are to have a program by January 1, 2017.
- Two years later, by January 1, 2019, businesses with four (4) or more cubic-yards of solid waste must have an organics program.
- Additionally, if the State determines it has not met its statewide goal for organics recycling, then businesses with two (2) or more cubic-yards per week of solid waste may be required to participate in an organics program after January 1, 2020.

Multi-family customers are not required to participate in food waste recycling programs; however, multi-family complexes with five or more dwelling units and that meet the above Tier thresholds, as specified by CalRecycle staff, must divert green waste (landscaping material) through landscapers, the solid waste contractor or reuse onsite.

Republic has proposed a sector-wide increase to all existing commercial refuse rates in order to offer organics services at the same rates as refuse service. Alternatively, Republic has also proposed "individual" or standalone pricing for organics at much higher rates for organic containers that does not require a sector-wide refuse rate increase.

We previously negotiated commercial organics rates for the City of Anaheim, and we are currently negotiating commercial organics rates for the Republic-served cities of Fullerton, Garden Grove,

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Placentia, and Yorba Linda. In those cities we served as lead negotiator. In Brea, we will not be leading the negotiations and have been requested to provide a behind-the-scenes advisory role.

The specific objective of this task is to support City staff in their efforts to negotiate terms of a new commercial organics program to comply with AB 1826. City staff will be conducting the negotiations and preparing the contract amendment. Our role will be limited to providing support by being available to participate in meetings or conference calls with City staff to answer solid waste industry questions that may arise as City staff negotiates and documents the organics program.

Task 3: Commercial Recycling

We understand Republic has proposed to increase commercial refuse rates in order to provide mixed processing of commercial solid waste to recover recyclables and increase the City's overall compliance with AB 341. We understand that City staff will be negotiating an updated program and preparing contract language to comply with AB 341. We will be available to participate in meetings or conference calls with City staff to answer solid waste industry questions that may arise as City staff negotiates an updated commercial recycling program.

Task 4: Updated Solid Waste Agreement

There have been many changes to solid waste regulations and technologies since the previous solid waste agreement was negotiated. For example, mandatory commercial recycling has been implemented by the State of California, and mandatory commercial organics recycling regulations are currently being phased in through 2020. As a result of these and other regulatory and industry developments, there are many areas of the existing agreement that will need to be updated.

HF&H has been instrumental in defining the "state of the industry" throughout California. HF&H has an extensive library of franchise agreements throughout California to draw upon for examples of performance standards, service options, diversion requirements, and rate adjustment methodologies for the City's consideration.

We understand that City staff plans to negotiate and prepare an updated solid waste franchise agreement that reflects modern best practices. HF&H will be available to City staff as an industry resource to answer questions from City staff as they conduct their negotiations with Republic. Our scope of work does not include negotiating or preparing the franchise agreement.

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February 14, 2018
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PROJECT COSTS

We will perform the scope of work based on time and materials. The project costs will depend on the level of support requested by City staff during the engagement. The initial budget is \$50,000 and will not be exceeded without written authorization from the City. We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Below are our hourly rates for professional and administrative personnel through December 31, 2018:

<u>Position</u>	<u>Rate</u>
President/Senior Vice President	\$279
Vice President	\$250
Senior Project Manager	\$245
Manager	\$205 - \$225
Senior Associate	\$185 - \$195
Associate Analyst	\$135 - \$165
Assistant Analyst	\$115 - \$129
Administrative Staff	\$95

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Outside document reproduction/couriers/postage	Actual
Facsimile and telephone	No charge
Public conveyances and parking	Actual

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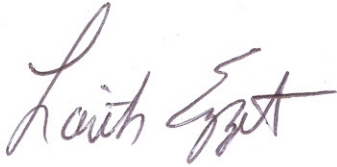
SCHEDULE

The schedule for the work will be determined by mutual agreement once the specific tasks to be performed are requested. We will be available to initiate our participation in this project after March 26, 2018.

* * * * *

We look forward to supporting the City in its efforts to update its solid waste contract. If you have any questions, please contact me at (949) 251-8902 or lezzet@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC



Laith B. Ezzet, CMC
Senior Vice President



HF&HCON-01

JMAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. P. O. Box 5076 San Ramon, CA 94583	CONTACT NAME: Alvaro Sapiz	
	PHONE (A/C, No, Ext): (925) 415-1104 FAX (A/C, No): (951) 231-2572	
	E-MAIL ADDRESS: Cal.CPU@Hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd.	11000
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Houston Casualty Company	42374
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

HF&H Consultants, LLC
201 North Civic Drive, Suite #230
Walnut Creek, CA 94596

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	57SBABH9155	09/06/2017	09/06/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	57SBABH9155	09/06/2017	09/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBABH9155	09/06/2017	09/06/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	57WECZR5765	09/06/2017	09/06/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			H717110248	09/06/2017	09/06/2018	Occurrence/Aggregate \$ 2,000,000
C	Retro Date: 8/1/1989			H717110248	09/06/2017	09/06/2018	Retention: \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Brea, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included are Additional Insured with regard to General Liability/Auto Liability when required by written contract per the attached endorsement form SS0008 04/05, Primary & Non-Contributory included and Waiver of Subrogation included. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form WC040306.

CERTIFICATE HOLDER

CANCELLATION

City of Brea
1 Civic Center Circle
Brea, CA 92821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

NAMED INSURED: HF&H CONSULTANTS, LLC
POLICY NUMBER: 57 SBA BH9155
POLICY TERM: 09/06/2017 - 09/06/2018

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC ZR5765

Endorsement Number:

Effective Date: 09/06/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HF&H CONSULTANTS LLC

201 N CIVIC DR STE 230
WALNUT CREEK, CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

AS REQUIRED BY WRITTEN
CONTRACT.

Countersigned by

Alvaro Sapiz

Authorized Representative

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 6th day of March, 2018, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and HF&H Consultants, LLC. (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore solicited proposals pertaining to the performance of professional services with respect to As-Needed Support Services for Refuse Contract Modernization ("Project" hereafter).

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

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

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: The preparation of As-Needed Support Services for Refuse Contract Modernization described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any

and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the adoption of Project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified in Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT,

CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of **fifty thousand dollars and zero cents (\$50,000.00)** for the performance of the services required hereunder, plus a contingency of **zero (\$000.00)**. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports,

whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Tony Olmos
Public Works Director
City of Brea
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Laith Ezzet
Senior Vice President
HF&H Consultants, LLC
201 North Civic Drive, Suite 230
Walnut Creek, CA 94596-3880

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

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

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the

period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least Two Million Dollars (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as

completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

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

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any

such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have

control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.


13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and Exhibit A, the provisions of this document shall govern over Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
year first set forth above:

CONSULTANT



L. A. H. EZZERT

(two signatures required if corporation)

CITY

Mayor

ATTEST:

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: February 20, 2018 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lillian Harris-Neal

Attachments

Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES February 20, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Closed Session to order at 6:00 p.m., all members were present.

Present: Parker, Marick, Hupp, Simonoff, Vargas

1. **Public Comment**
None.

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

2. **Conference with Real Property Negotiator Pursuant to Government Code §54956.8**
Property: Railroad right of way between Imperial Highway and Lambert Road beginning at the Brea Canyon Flood Control Channel and traveling west to Palm Street
City of Brea Negotiators: David Crabtree, Kathie DeRobbio, Tony Olmos, James L. Markman, and Terence Boga
Negotiating Party: Union Pacific
Under Negotiation: Price and Terms of Payment
3. **Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Fire Management Association (BFMA)-** Mario Maldonado and Chris Emeterio, Negotiators
4. **Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Firefighters Association (BFA) -** Mario Maldonado and Chris Emeterio, Negotiators
5. **Conference with Legal Counsel - Potential Litigation Pursuant to Government Code Section §54956.9 - One Case -** Lagos De Moreno Park/Laurel Elementary Magnet School - City Engineer Kooyman

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

CALL TO ORDER/ ROLL CALL - COUNCIL

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

6. Pledge of Allegiance

U.S. Air Force Auxiliary, Civil Air Patrol led the Pledge of Allegiance.

7. Invocation

Pastor Daniel Mendoza, Celebration Worship Center delivered the Invocation.

8. Proclamation

Mayor Pro Tem Marick presented a proclamation to Dana Lynch and Linda Skipper proclaiming the month of February 2018 to be observed as Career Technical Education month in the City of Brea.

9. Presentation

City Clerk Harris-Neal delivered the Oath of Office to Incoming Traffic Committee Member Dale Conjurski.

10. Community Announcements

Council Member Hupp announced that the City of Brea and Republic Services will be giving away compost for FREE on Saturday, February 24, 2018, from 8 to 10:30 a.m., at Tri City Park, on Kraemer Blvd in Placentia. Please bring your own containers to fill (no bags) and proof of Brea residence. For more information, contact Republic Services at (714) 238-2444.

Council Member Vargas announced to mark your calendars for the Brea Community Center's Spring Craft Boutique, on Friday, March 16 • 9 a.m. - 6 p.m. and Saturday, March 17 • 9 a.m. to 4 p.m. Admission is \$2 and parking is free. For more information, call (714) 990-7771.

Mayor Parker announced that on February 10th, the City of Brea dedicated the "Centennial Door" sculpture by International Artist Carlos Terres during a ceremony at Laurel Elementary Magnet School/Lagos de Moreno Park. More than 100 people came out for the celebration. The Sculpture was commissioned by the Brea Centennial Steering Committee to commemorate Brea's 100th birthday and he thanked the sponsors for helping to make this legacy piece a reality. He reported that there are nine (9) pieces of art by Carlos Terres in Brea and introduced a brief video showing the Centennial Door dedication.

11. Public Assembly Ordinance Presentation

Acting Deputy City Attorney Boga presented a PowerPoint that included: the Ordinance background; proposed revisions; and Ordinance highlights.

12. Matters from the Audience

Jeff Letourneau, Harry Lorenbaucher, Jim Gallagher, Dr. Mikon Tran, Allison Vincent, Rick Fratrol, Sam Jammal, Christine Percy, Laura Dedis, Debbie Salahee, Margee Hills, Katie Troutman, Sean Thomas, and Claire Schlotterbeck urged Council to reject Ordinance 1201 and expressed concern about violation of their first amendment rights.

Christy Russell and Susan Fujioka urged Council to approve Ordinance 1201 noting their concern about City funds being used to send sworn Police Officers to protests and expressed concern about the protection of residents and business owners during some protests.

Diane Stites thanked Council and Brea staff for the dedication of the Centennial door at Laurel Elementary Magnet School/Lagos de Moreno Park.

Heidi Gallegos, President of Brea Chamber of Commerce, thanked Council for their discussion on the

mid-year budget and applauded them for postponing the previously proposed tax measures. She agreed that the business license fee structure is dated and offered input and dialog from the Brea Chamber of Commerce Board and staff to help settle issues.

13. Response to Public Inquiries - Mayor / City Manager

City Attorney Markman responded to public inquiries.

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

14. Public Assembly Regulations

Mayor Parker asked Council to consider three (3) options: adopt the Ordinance as written, reject the Ordinance or adopt a City Policy instead of an Ordinance.

City Attorney Markman highlighted the changes to the Ordinance stating that the ACLU agreed with the changes. He discussed case law and responded to questions about spontaneous events.

In response to Council questions, Police Chief Conklin confirmed that receiving advanced notice of protests is advantageous for scheduling police officers.

Council discussed the value in advance notification of protests, safety for Brea residents, non recovery of police overtime pay, cooperative participation from protestors, desire to have protest information on the City's website, rules regarding burning in effigy, and adopting a policy as opposed to an Ordinance.

City Attorney Markman read the Ordinance title.

Council directed staff to adopt public assembly regulations as a policy and asked the City Manager and staff to provide recommendations for implementation and propose code amendments if necessary.

Motion was made by Council Member Simonoff, seconded by Council Member Hupp to Introduce Ordinance No. 1201 for First Reading by Title Only Waive Further Reading, Establishing Public Assembly Regulations and Amending the Brea City Code.

AYES: Council Member Hupp, Council Member Simonoff

NOES: Mayor Parker, Mayor Pro Tem Marick, Council Member Vargas

Failed

Motion was made by Council Member Vargas, seconded by Mayor Pro Tem Marick to adopt public assembly regulations as a policy and asked the City Manager and staff to provide recommendations for implementation and propose code amendments if necessary.

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

Passed

15. Zoning Ordinance Amendment No. ZOA 17-02

City Attorney Markman read the Ordinance Title.

Motion was made by Council Member Simonoff, seconded by Council Member Hupp to Adopt Ordinance 1203 Amending Title 20, Chapter 20.00, 20.08 and all single family and multifamily zones contained in Chapters 20.20 of the Brea Zoning Ordinance to update the provisions pertaining to Accessory Dwelling Units in accordance with new state legislature. Second Reading, Waive Further Reading.

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

Passed

16. 2018 Development Activity Forecast

Mayor Parker asked Council Members to refrain from asking questions regarding projects that will be shown in the presentation and noted that the information presented is for "receive and file" only. More information will be presented at later dates.

Economic Development Director Crabtree and City Planner Lilley presented a PowerPoint that included: Implementation of Brea Place implementation, Brea Core Plan, Mercury Lane Residential, the proposed downtown hotel, possible Brea Mall modifications, Brea Boulevard parking structure commercial buildout, Brea Imperial Center, Central Park Village modifications, Aera Energy lands, Pacific Communities, what's coming up in 2018.

Mayor Parker stated that the intent of the presentation is to stimulate dialog with the public and asked staff to be available to talk to anyone in the public that has expressed interest in the projects.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to Receive and File.

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

Passed

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

17. Amend Title 6 of the Brea City Code - Animal Control, Welfare, and License Requirements

City Attorney Markman read the Ordinance title.

Mayor Parker opened the public hearing.

Hearing no testimony, Mayor Parker closed the public hearing.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to Adopt Ordinance No. 1202 Second Reading by Title Only and Waive Further Reading Updating and Adopting by Reference Animal Control, Welfare and Licensing Requirements of the County of Orange, Establishing Penalties, and Amending Title 6 of the Brea City Code.

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

Passed

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

CITY COUNCIL - CONSENT

18. February 6, 2018 City Council Regular Meeting Minutes

The City Council Approved the February 6, 2018 City Council Regular Meeting Minutes.

19. **All American Asphalt, Inc. for the Central Avenue and Tamarack Avenue Intersection Improvements, CIP Project No. 7310**
The City Council 1) Accepted project as complete and authorize City Clerk to record Notice of Completion; and 2) Authorized the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.
20. **Tracks at Brea Segment 6 Trail Construction Project 7873**
The City Council Accepted Construction Contract as complete; authorized the City Clerk to record Notice of Completion; Increased the construction contingency from 10% to 11.3%; and Authorized the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.
21. **FY 2017-18 Asphalt Maintenance and Repair Program for Water Utility Cut Repairs**
The City Council Approved additional funding in the amount of \$100,000 for the FY 2017-18 Asphalt Maintenance and Repair Program.
22. **Add an At-Large Member and Remove the City Manager Designee Appointed to the Investment Advisory Committee**
The City Council Approved Resolution No. 2018-011 Amending Resolution No. 2010-16 to Add an At-Large Member Appointed by City Council and Remove the City Manager Designee Appointed to the Investment Advisory Committee; and Directed staff to Update the City's Statement of Investment Policy regarding the composition.
23. **Acceptance of Contract and Notice of Completion of Contract with McCarthy Builders, Inc. for the Brea Superblock I Parking Structure, Project 7903**
The City Council Accepted Construction Contract as complete; authorized the City Clerk to record Notice of Completion; and Authorized the City Clerk to release the Payment and Performance Bond Upon notification from the Public Works Department.
24. **City Manager Employment Agreement**
This Item was pulled and will be brought back at a later date.
25. **Commission/Committee Attendance Policy**
The City Council Approved an Attendance Policy for All Commission and Committee Members.
26. **February 9 and 16, 2018 City Check Registers**
Received and Filed.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to approve Consent Calendar Items 18-26, except for Item 24.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**
None.
28. **City Attorney**
None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Parker adjourned the General Session at 9:56 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 6th day of March, 2018.

Lillian Harris-Neal, City Clerk

Glenn Parker, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/06/2018

SUBJECT: Revised Southern California Edison Easement on City Owned Parking Lot for 180 S. Brea Boulevard.

RECOMMENDATION

Approve Grant of Easement (Revised) to Southern California Edison.

BACKGROUND/DISCUSSION

On November 7, 2017, City Council approved the Grant of Easement to Southern California Edison ("SCE") on City owned parking lot located at the northwest corner of Orange Avenue and Birch Street behind 180 S. Brea Boulevard. This easement is for the proposed electrical transformer and the conduits servicing the new uses (entertainment venue and restaurants) for 180 S. Brea Boulevard as approved by Planning Commission per Resolution No. PC 2016-17. Exhibit 'A' - Location Map and Exhibit 'B' - Approved SCE Easement are attached herewith for reference.

Subsequent to the City Council approval of the Grant of Easement, SCE revised the conduit location due to the change in the point of electrical service, which was outside the approved easement. Hence, the easement needs to be revised to coincide with the revised conduit location (see Exhibit 'C' - SCE Easement Revised). The revised Grant of Easement document has been reviewed by the City Engineer for the legal description of the easement area and the easement form is in compliance with the form previously reviewed by the City Attorney's office and approved by the City Council.

FISCAL IMPACT/SUMMARY

Pursuant to the Conditions of Approval per Resolution No. PC 2016-17, the property owner is responsible to pay for any cost and perform any work related to the easement process with SCE. Furthermore, the costs associated with staff efforts to review and approve the revised Grant of Easement documents are included in the development processing fees collected from the property owner. Therefore, there is no General Fund impact from this action.

The revised Grant of Easement documents have been reviewed by the City Engineer and City Attorney's office. Therefore, staff is recommending the City Council consider approving the revised Grant of Easement to Southern California Edison to install the electrical transformer and conduits, which serve the adjacent properties. The Grant of Easement to SCE approved by City Council on November 17, 2017 has not been recorded with the County Recorder's Office and therefore, said non-recorded Grant of Easement document will be discarded.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Steve Kooyman, P.E. City Engineer

Attachments

Exhibit 'A' - Location Exhibit

Exhibit 'B' - SCE Easements (Previously Approved)

Exhibit 'C' - SCE Easements (Revised)



Exhibit 'A' - Location Exhibit



Scale: 1 in = 80 ft

Printed 8/8/2017

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00		DISTRICT Fullerton	SERVICE ORDER TD1243910	SERIAL NO.	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME		FIM 65-13C-3 APN 296-364-28	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/BT	DATE 09/20/2017

CITY OF BREA, a California municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

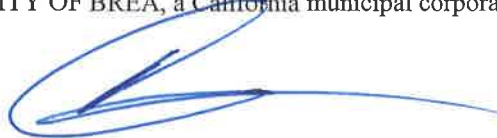
The rights herein granted shall continue indefinitely. To the extent Grantee, in its sole discretion, determines it no longer requires the easement, it shall quitclaim the rights granted herein to Grantee on a form to be mutually approved by Grantor and Grantee.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 30th day of November, 2017.

GRANTOR

CITY OF BREA, a California municipal corporation



Signature

Cecilia Hupp
Print Name

MAYOR
Title

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

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

See attached

ACKNOWLEDGMENT

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

State of California
County of Orange

On November 30, 2017 before me, Yerika Ambriz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 5 OF LOT LINE ADJUSTMENT NO. LLA 02-02, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED ON JANUARY 27, 2004 AS DOCUMENT NO. 2004000061083, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL 3 OF SAID LOT LINE ADJUSTMENT NO. LLA 02-02; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, NORTH 64°55'08" WEST 65.58 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID PARCEL 3, NORTH 25°04'52" EAST 4.00 FEET; THENCE SOUTH 64°55'08" EAST 95.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

STRIP #2 (16.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE SOUTH 25°04'52" WEST 1.94 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 64°55'08" EAST 11.45 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING SOUTH 64°55'08" EAST 23.55 FEET TO A POINT OF ENDING.

STRIP #3 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "B"; THENCE NORTH 24°53'01" WEST 81.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #2 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: Sept. 20, 2017

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2019

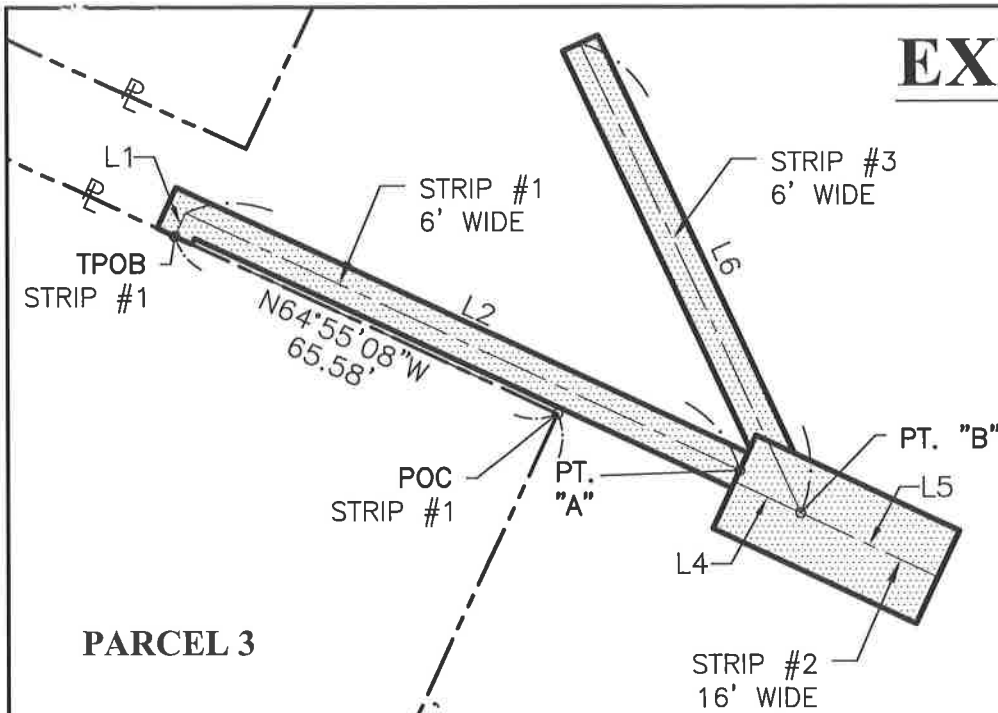


EXHIBIT "B"



SCALE: 1"=30'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N25°04'52"E	4.00'
L2	S64°55'08"E	95.00'
L3	S25°04'52"W	1.94'
L4	S64°55'08"E	11.45'
L5	S64°55'08"E	23.55'
L6	N24°53'01"W	81.00'



PARCEL 3

PARCEL 5

LOT LINE ADJUSTMENT
NO. LLA 02-02
REC. 01/27/2004
DOC. # 2004000061083, O.R.
ORANGE CO.

SOUTH ORANGE AVENUE

WEST BIRCH STREET



LEGEND



DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

Dated Sept. 20, 2017

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-19

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00		DISTRICT Fullerton	SERVICE ORDER TD1243910	SERIAL NO.	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME		FIM 65-13C-3 APN 296-364-28	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/BT	DATE 02/08/2018

CITY OF BREA, a California municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

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Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF BREA, a California municipal corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared

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

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WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 5 OF LOT LINE ADJUSTMENT NO. LLA 02-02, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED ON JANUARY 27, 2004 AS DOCUMENT NO. 2004000061083, OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 5 OF PARCEL MAP NO. 98-210, AS PER MAP FILED IN BOOK 310, PAGES 13 AND 14 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL 3 OF SAID LOT LINE ADJUSTMENT NO. LLA 02-02; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, NORTH 64°55'08" WEST 65.58 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID PARCEL 3, NORTH 25°04'52" EAST 4.00 FEET; THENCE SOUTH 64°55'08" EAST 94.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

STRIP #2 (16.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE SOUTH 25°04'52" WEST 1.94 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 64°55'08" EAST 40.50 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

STRIP #3 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "B"; THENCE SOUTH 64°55'08" EAST 3.38 FEET; THENCE NORTH 60°35'00" EAST 65.66 FEET TO THE NORTHWESTERLY LINE OF SOUTH ORANGE AVENUE, 30.00 FOOT HALF-WIDTH, AS SHOWN ON SAID PARCEL MAP NO. 98-210; THENCE ALONG THE NORTHWESTERLY LINE OF SAID SOUTH ORANGE AVENUE, NORTH 25°05'20" EAST 17.56 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN SAID SOUTH ORANGE AVENUE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

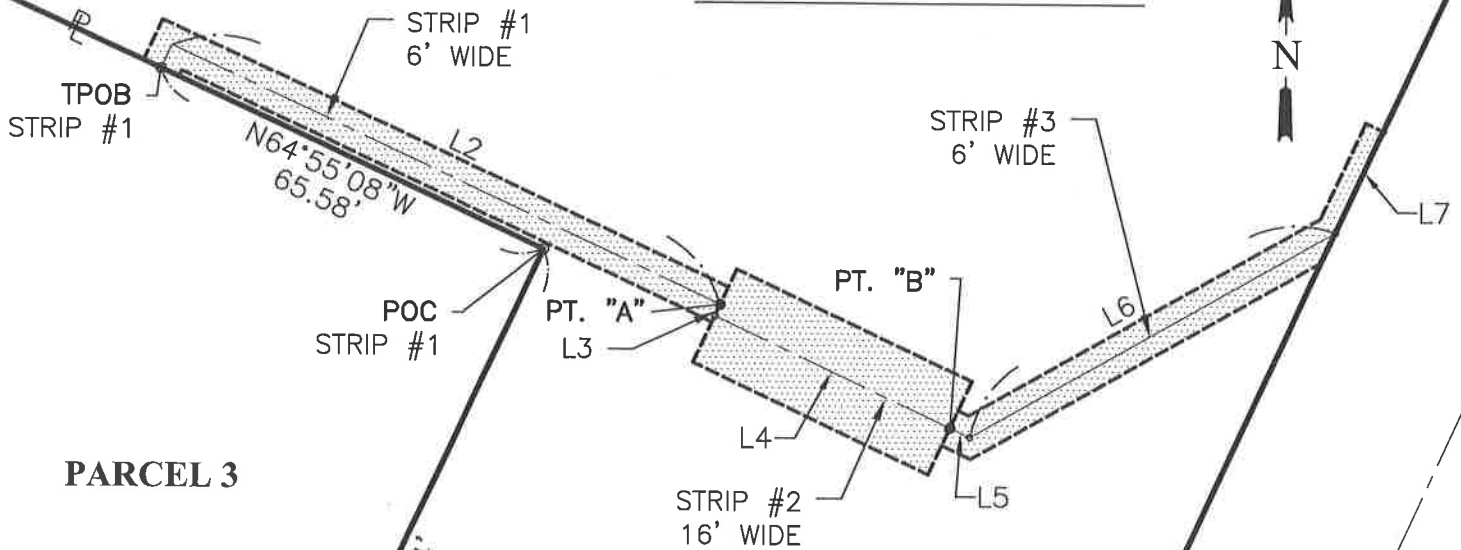
Prepared by me or under my supervision:

Dated: Feb 9, 2018

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2019



EXHIBIT "B"



PARCEL 5
LOT LINE ADJUSTMENT NO. LLA 02-02
REC. 01/27/2004
DOC. # 2004000061083, O.R.
ORANGE CO.


LINE TABLE		
LINE #	BEARING	LENGTH
L1	N25°04'52"E	4.00'
L2	S64°55'08"E	94.00'
L3	S25°04'52"W	1.94'
L4	S64°55'08"E	40.50'
L5	S64°55'08"E	3.38'
L6	N60°35'00"E	65.66'
L7	N25°05'20"E	17.56'

WEST BIRCH STREET

SOUTH ORANGE AVENUE



LEGEND

 DENOTES
SCE EASEMENT AREA
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



Dated Feb 9, 2018

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-19

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: Playground Surfacing at 9 Parks, CIP #7934 and #7939

RECOMMENDATION

1. Award Contract to Robertson Industries, Inc. in the amount of \$156,257.87; and
2. Authorize the Public Works Director, or his designee, to issue Contract Change Orders up to a "not to exceed" amount of 10% of the contract price.

BACKGROUND/DISCUSSION

Playground Surfacing at 9 Parks, Project 7934, was approved in the Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) budget. In FY 2017-2018, an additional appropriation of \$45,000 was added by Project 7939 to fully fund the anticipated improvements. The total budget for the project is \$217,000.

This work will remove and replace the existing poured-in-place rubber surfacing under the play equipment. Surfacing depths vary from 2" to 4" depending on the location in the playground for the appropriate fall area thickness. Project sites include Greenbriar, Brea Jr. High, Arovista, Woodcrest, Tamarack, City Hall, Olinda Ranch, Founders and Country Hills Parks.

Through California Multiple Award Schedules (CMAS), this enables the City to have Robertson Recreational Surfaces supply rubber surfacing; provide a certified installer; and provide ancillary work related to the project such as demo and construction fencing. TotTurf installers have completed installations for the City at the Brea Community Center, City Hall Park, and Greenbriar Park and completed the work in a timely and efficient manner.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this at their meeting on February 27, 2018 and recommended it for approval.

FISCAL IMPACT/SUMMARY

Funding is available in the CIP budget Fixed Asset Replacement Program (FARP).

Project 7934 and 7939 will remove the existing poured-in-place rubber surfacing; secure the playgrounds with construction fencing during the process; and install new poured-in-place rubber surfacing at nine (9) parks.

Staff is requesting that Council approve the purchase order in the amount of \$156,257.87 and

authorize the Public Works Director, or his designee, to issue contract change orders up to a "not to exceed" amount of 10% of the contract amount.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Bill Bowlus, Public Works Superintendent
Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Proposal
Agreement

Date Issued: January 8, 2018



Robertson Recreational Surfaces

A **PLAYCORE** Company**Robertson Industries, Inc.**

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

www.totturf.com

**Project Name:** City of Brea - 9 Parks**Address:** Brea CA**Contact:** Bill Bowlus**Phone #:** (714) 990-7694**Email:****Fax #:****Sales Representative****Name:** Vince Brantley**Phone:** (714) 904-8219**Fax:** (855) 700-8780**Email:** vbrantley@playcore.com

Scope: See page 2 for detailed scope information

PRODUCT NAME	DESCRIPTION	QUANTITY	SALES PRICE	TOTAL PRICE
Aromatic EPDM	CMAS Average Base Price AR3.0/1000	10,097	\$9.71	\$98,041.87
Co-Op/Best Customer Discount	Multi Park Discount	10,097	\$0.94	(\$9,491.18)
Fencing	Temporary Fencing	1	\$6,525.00	\$6,525.00
Misc Cost Add	P&P Bond	1	\$3,064.00	\$3,064.00
Open Market Pricing	Removal & Disposal of Existing PIP	1	\$38,530.00	\$38,530.00
Open Market Pricing	Open Market for Prevailing Wages - CMAS	10,097	\$1.94	\$19,588.18
GRAND TOTAL				\$156,257.87

PRICE EXPIRES: 04/08/2018

Issue all POs, Contracts, and payments to **ROBERTSON INDUSTRIES, INC.****CONTRACTOR'S LICENSE NUMBERS:**

AZ: ROC091920, CLASS L-05 ~ CA: 667261, CLASS C/64 D/64 and C/61 D/12

FL: CGC 038554 ~ NV: 42331, CLASS C25 C40

CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

PROJECT SCOPE

Project Name: City of Brea - 9 Parks Address: Brea CA Site Contact: Bill Bowlus Phone #: Email:	ESTIMATED INSTALL DATE: March
--	---

- | | |
|--|--|
| 1. PRODUCT: Poured in Place
Additional Products:

2. URETHANE: Aromatic

3. TOTAL SQUARE FOOTAGE: 10,097 TTL # of Pads:
Pad #1: Pad #3:
Pad #2: Pad #4:

4. TURNDOWN: Yes

5. DEPTH OF SYSTEM: Various
Pad #1: Pad #3:
Pad #2: Pad #4:

6. WEAR COURSE COLORS: See Attached
Pad #1: Pad #3:
Pad #2: Pad #4:

7. LAYOUT / DESIGN: No, Pending / No

8. SITE ACCESSIBILITY: 0-25', No Stairs

9. SUB BASE TYPE: Concrete | 10. DEMOLITION: No

11. EXCAVATION: No

12. SAWCUTTING: No

13. WASTE DISPOSAL: No

14. SECURITY: No

15. TESTING: Not Included

16. WAGE TYPE: State Prevailing

17. UNION: No

18. BONDING: No

19. WARRANTY: 5 year

20. CA GRANT: N/A

21. TT ADVANTAGE: No
TT ADVANTAGE COLOR: |
|--|--|

PROJECT SCOPE NOTES:

CA DIR Registration # 1000002700 Exp 6/30/18
 CMAS Contract # 4-11-78-003C Exp. 3/31/2021
 9 parks with various SF quantities, thicknesses and colors.
 Proposal is based on using AR3.0/1000 as average Base Price plus Open Market pricing for Prevailing Wages and site prep.
 Scope of Work Includes:
 > Provide temporary fencing from start of work until PIP is cured at all parks.
 > Remove and properly dispose of PIP surfacing at all parks.
 > Furnish and install IPEMA Certified PIP Rubberized Surfacing per all ADA, ASTM and IPEMA standards.
 See Attachments for park addresses and specific scope of work.

TOTAL PRICE: \$156,257.87

Customer Signature/Title: _____ Date: _____

A G R E E M E N T

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

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

WHEREAS, CITY did accept the bid of CONTRACTOR, **Robertson Industries, Inc.** and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **Playground Surfacing at 9 Parks Project 7934 and 7939**.

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

1. **GENERAL SCOPE OF WORK**: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **Playground Surfacing at 9 Parks Project 7934 and 7939** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. **CONTRACT PRICE AND PAYMENT**: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated **January 8, 2018**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
- (7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

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

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

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

each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

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

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

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

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been

delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

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

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

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the negligent acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there

is concurrent passive negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities to the extent arising from the active or sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

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

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

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

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

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

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

To CONTRACTOR:
Richard Hawley, Vice President
Robertson Industries, Inc.
2414 West 12th Street, Suite 5
Tempe, Arizona 85281

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

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

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

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

21. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to

CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

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

CONTRACTOR Robertson Industries, Inc

State of California

Contractor License No. 667261

By: Richard Humberg

Title: VP of Sales

By: Tom Whittle

Title: VP of Operations

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

PROPOSAL # 17-23063**Date Issued: January 8, 2018****Robertson Industries, Inc.**

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

www.totturf.com



Robertson

Recreational Surfaces

A **PLAYCORE** Company**Project Name:** City of Brea - 9 Parks**Address:** Brea CA**Contact:** Bill Bowlus**Phone #:** (714) 990-7694**Email:****Fax #:****Sales Representative****Name:** Vince Brantley**Phone:** (714) 904-8219**Fax:** (855) 700-8780**Email:** vbrantley@playcore.com*Scope: See page 2 for detailed scope information*

PRODUCT NAME	DESCRIPTION	QUANTITY	SALES PRICE	TOTAL PRICE
Aromatic EPDM	CMAS Average Base Price AR3.0/1000	10,097	\$9.71	\$98,041.87
Co-Op/Best Customer Discount	Multi Park Discount	10,097	\$0.94	(\$9,491.18)
Fencing	Temporary Fencing	1	\$6,525.00	\$6,525.00
Misc Cost Add	P&P Bond	1	\$3,064.00	\$3,064.00
Open Market Pricing	Removal & Disposal of Existing PIP	1	\$38,530.00	\$38,530.00
Open Market Pricing	Open Market for Prevailing Wages - CMAS	10,097	\$1.94	\$19,588.18
GRAND TOTAL				\$156,257.87

PRICE EXPIRES: 04/08/2018**Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.****CONTRACTOR'S LICENSE NUMBERS:**

AZ: ROC091920, CLASS L-05 ~ CA: 667261, CLASS C/64 D/64 and C/61 D/12

FL: CGC 038554 ~ NV: 42331, CLASS C25 C40

CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

m

2 of 2

1-11-18

PROJECT SCOPE

Project Name: City of Brea - 9 Parks

ESTIMATED INSTALL DATE:

Address: Brea CA

March

Site Contact: Bill Bowlus

Phone #:

Email:

1. **PRODUCT:** Poured in Place
Additional Products:

2. **URETHANE:** Aromatic

3. **TOTAL SQUARE FOOTAGE:** 10,097 **TTL # of Pads:**
Pad #1: Pad #3:
Pad #2: Pad #4:

4. **TURNDOWN:** Yes

5. **DEPTH OF SYSTEM:** Various
Pad #1: Pad #3:
Pad #2: Pad #4:

6. **WEAR COURSE COLORS:** See Attached
Pad #1: Pad #3:
Pad #2: Pad #4:

7. **LAYOUT / DESIGN:** No, Pending / No

8. **SITE ACCESSIBILITY:** 0-25', No Stairs

9. **SUB BASE TYPE:** Concrete

10. **DEMOLITION:** No

11. **EXCAVATION:** No

12. **SAWCUTTING:** No

13. **WASTE DISPOSAL:** No

14. **SECURITY:** No

15. **TESTING:** Not Included

16. **WAGE TYPE:** State Prevailing

17. **UNION:** No

18. **BONDING:** No

19. **WARRANTY:** 5 year

20. **CA GRANT:** N/A

21. **TT ADVANTAGE:** No
TT ADVANTAGE COLOR:

PROJECT SCOPE NOTES:

CA DIR Registration # 1000002700 Exp 6/30/18

CMAS Contract # 4-11-78-003C Exp. 3/31/2021

9 parks with various SF quantities, thicknesses and colors.

Proposal is based on using AR3.0/1000 as average Base Price plus Open Market pricing for Prevailing Wages and site prep.

Scope of Work Includes:

> Provide temporary fencing from start of work until PIP is cured at all parks.

> Remove and properly dispose of PIP surfacing at all parks.

> Furnish and install IPEMA Certified PIP Rubberized Surfacing per all ADA, ASTM and IPEMA standards.

See Attachments for park addresses and specific scope of work.

TOTAL PRICE: \$156,257.87

Customer Signature/Title: _____ Date: _____

DA
2 of 2

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: Agreement to Provide Motor Fuel

RECOMMENDATION

1. Approve the agreement with SC Fuels, Inc. to provide as-needed Motor Fuels; and
2. Authorize the Purchasing Agent to issue purchase orders in an aggregate not to exceed amount of \$400,000 through December 31, 2018.

BACKGROUND/DISCUSSION

The City of Brea purchases its motor fuel requirements on an as-need basis, which is normally done through national cooperative purchase agreements as they offer more competitive prices based on larger volumes than Brea could purchase on its own. Periodically, these agreements reach the end of their contract life, which is the case with SC Fuels. Since there were no other available cooperative or piggybackable agreements with SC Fuels, they offered to allow Brea to purchase fuel at the same competitive pricing as the City of Anaheim which generates much higher volume than Brea. Since the Anaheim contract did not have any piggyback or cooperative agreement clauses, Brea would have to establish its own contract to purchase fuels from SC Fuels at the Anaheim prices, which is now being recommended for approval. The City has the right to terminate this contract with at least a 30-days notice.

Because the Anaheim contract expires December 31, 2018 with no remaining contract extensions available, the Purchasing Division has begun the process of soliciting price and delivery information from the various national cooperative agreements, piggybackable contracts, other contracts that have been competitively bid, or consider a joint procurement with other interested governmental agencies. Staff will return to Council with a recommendation for whichever solution provides the best available pricing and is in the best interest of the City.

In the meantime, staff requests that City Council approve the agreement with SC Fuels and authorize the Purchasing Agent to issue purchase orders for motor fuel to ensure that fuel is delivered without interruption and take advantage of competitive prices commensurate with Brea's requirements.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 13, 2018 meeting and it was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Council adopted Fiscal Year 2017-18 Budget has sufficient funding available for the requested amount for these purchases in the Public Works Department, Equipment Maintenance Division Expenditure Account for Fuel (480-51-5161-4361). Amounts for these purchases are subject to available budget appropriations for each fiscal year in which they occur. The requested not-to-exceed amount is based on the average annual purchases over the past two years and includes a contingency to allow for fluctuation in fuel prices.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director and
Tony Olmos, Public Works Director

Attachments

Agreement

Certificate of Insurance

**AGREEMENT
BETWEEN CITY OF BREA
AND
SOUTHERN COUNTIES OIL, CO.**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY of Brea, a municipal corporation (hereinafter referred to as "CITY") and **SOUTHERN COUNTIES OIL CO.** a California Limited Partnership dba SC Fuels (hereinafter referred to as "CONTRACTOR").

I. Recitals

- A. CITY has solicited a proposal for the provision of fuel and related consulting services more fully described herein;
- B. CONTRACTOR has submitted a proposal in response thereto and represents CONTRACTOR is qualified and willing to perform such services;
- C. CITY has reviewed and evaluated CONTRACTOR's proposal, representations, qualifications, pricing, and promises to perform;
- D. CITY desires to retain CONTRACTOR to provide the Services, subject to the terms and conditions herein.

II. Agreement

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

- A. CONTRACTOR agrees to provide the services more fully described in Section II.B, below, and in Exhibit "A" attached hereto (collectively, "Services"), in accordance with all terms and conditions of this Agreement.
- B. CONTRACTOR agrees as follows:
 - 1. Upon receiving a written notice to proceed from CITY, CONTRACTOR shall commence performance in accordance with the required Services, all Federal, State, and CITY statutes, regulations, ordinances, and all applicable industry standards and

guidelines, including, but not limited to, any and all applicable environmental laws and regulations, all to the reasonable satisfaction of CITY.

2. CONTRACTOR shall supply copies of all required reports, writings, photographs and/or documents (hereinafter collectively referred to as "documents") including any supplemental documents to CITY, necessary for CONTRACTOR to perform the Services, or as otherwise specifically required hereunder. Copies of the documents shall be in such numbers as are required CITY.
3. Subject to the provisions of Section II. G, below, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform Services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
4. CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either CITY or CONTRACTOR, for the investigation and response to complaints.

C. Compensation:

1. CITY shall pay CONTRACTOR for required Services satisfactorily performed by CONTRACTOR in accordance with those prices set

forth in Exhibit B. Payment shall cover cost of all labor, materials, supplies, and any and all other direct and indirect costs and fees, including work of employees, CONTRACTOR and subcontractors to CONTRACTOR necessary to perform the Services as required herein.

2. Payment for Services satisfactorily performed shall be made within a reasonable time after receipt of invoices submitted by CONTRACTOR as stated in Exhibit B.

D. Indemnity:

1. CONTRACTOR and CITY agree that CITY, its elected officials, officers, employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the performance of this Agreement by CONTRACTOR. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY.
2. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold CITY, its elected officials, officers, employees, agents and volunteers ("Indemnitees") free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in, arising out of, pertaining to or relating to the acts or omissions of CONTRACTOR, or those

of CONTRACTOR's officers, employees, agents, and/or subcontractors, in the performance of this Agreement. CONTRACTOR shall have no liability as to claims arising out of the sole, active negligence of the CITY, as established by agreement or by final court decision. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY. CONTRACTOR's obligation to defend, indemnify and hold the Indemnitees free and harmless, as set forth above in this Section II.D, shall also apply to any and all claims and liabilities, including damage to City property of any kind, attributable to or arising out of CONTRACTOR's negligent performance of professional fuel testing services pursuant to Section IV of Exhibit A.

3. Any tort claims filed against CITY related to CONTRACTOR's performance of this Agreement and subsequently tendered to CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to CITY.
4. The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents, and officials.
5. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Notwithstanding the foregoing, CONTRACTOR agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its contractors and sub-tier contractors in the performance of this Agreement.

6. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

E. Insurance:

1. Throughout the term of this Agreement, CONTRACTOR agrees to provide and maintain insurance as set forth in Exhibit C Insurance Requirements attached hereto and incorporated herein by reference.

F. Independent Contractor:

1. The parties hereto agree that CONTRACTOR and its employees, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

G. Assignment:

1. No assignment of all or any part of this Agreement, and no subcontract to perform any obligation hereunder, shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

H. Termination:

1. CITY may terminate this Agreement upon the giving of a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach of this Agreement, CONTRACTOR shall be compensated at the amounts set forth in Exhibit B for Services furnished as of the date of termination.

2. CONTRACTOR may not terminate this Agreement except for cause.
3. Termination or expiration of this Agreement does not release CONTRACTOR from any claims, damages or other liability incurred prior to termination or expiration.

I. Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Orange.

J. Attorneys' Fees:

1. In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

K. Notices and Designated Representatives:

1. Any and all notices, demands, invoices, and written communications (notices) between Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective parties' performance. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

CONTRACTOR

Southern Counties Oil, Co.

1800 W Katella Avenue, Suite 400

Orange, CA 92867

Karen Koep, Manager, Bids and Contracts

(805) 389-3550

koepk@scfuels.com

CITY

City of Brea – Public Works Department

1 Civic Center Circle

Brea, CA 92821

Tony Olmos, Public Works Director

714-990-7698

TonyO@CityofBrea.net

L. Entire Agreement:

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement or promise not contained in this Agreement, shall be valid or binding. In the event there is any conflict between the provisions of this document and any exhibit or attachment hereto, the provisions of this document shall govern.
2. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONTRACTOR

Southern Counties Oil Co., a California Limited

Contractor Name: Partnership


Corporation Type: Limited Partnership

Printed Name: Patrick W. Barnecut

Title: VP of Supply and Marketing

Signature:

Date Signed:



11/13/17

Printed Name: Robert W. Bollar

Title: Corporate Secretary

Signature:

Date Signed:


11/13/17

[Two corporate signatures required.]

CITY

City of Brea

a municipal corporation

Printed Name: Glenn Parker

Title: Mayor

Signature:

Date:

ATTEST

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature:

Date:

Attachments (attached hereto and incorporated herein by reference):

Exhibit A – Specifications and Scope of Services

Exhibit B – Term and Compensation

Exhibit C – Insurance Requirements

EXHIBIT A
SPECIFICATIONS AND SCOPE OF SERVICES

I. Summary of Requirements

- A. CONTRACTOR shall provide as-needed motor fuel and related professional services, -as set forth in this Exhibit A.

II. Definitions

A. General

1. AST = above ground storage tanks.
2. CARB = California Air Resources Board.
3. CR = City Representative
4. Emergency = immediate requirement to maintain City operations
5. EPA = United States Environmental Protection Agency.
6. OPIS = Oil Price Information Service.
7. SCAQMD = Southern California Air Quality Management District.
8. UST = underground storage tanks.

B. Specific

1. Fuel Prices = the per gallon price for the LOS ANGELES, CA OPIS. This price will fluctuate daily according to the price changes of the OPIS.
2. DFP = U.S. On-Highway Diesel Fuel Prices for California per the U.S. Energy Information Administration, Weekly Retail Gasoline and Diesel (On-Highway) Prices.
http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm.
3. Transportation Costs = the per gallon fixed cost to transport the fuel to the City. This price is subject to change quarterly according to the price changes of the DPF.

4. Markup Costs = the per gallon fixed price, based on the quantities ordered, at the time ordered. This cost is for profit and other costs excluding: OPIS-priced fuel, all applicable fees and taxes, and transportation costs. This price is fixed and NOT subject to change for the duration of the agreement.

III. Specifications

A. General

1. Provide fuels that meet or better the requirements of the Fuel Specifications and all applicable federal, state, regional, and local requirements (EPA, CARB, SCAQMD).

B. Fuel Specifications

1. The fuels listed in the Fuel Specifications subsection may or may not be required at any given time; however, should they be required those specifications will dictate the product requirements.
2. Gallon = U.S. Gallon.
3. Fuel: B20 SME BioDiesel LSN2 Ultra = is a pre-blended petroleum diesel fuel meeting ASTM D975 and 100% (neat) bio-diesel fuel meeting ASTM 6751-07be1, where the Bio-Diesel content of blended fuel is 20% Bio- Diesel by volume (B20) shall be made from feed-stocks (raw materials) grown or recycled in the United States using sustainable practices wherever and whenever possible. Bio-Diesel fuel (B20) must be delivered as a pre-blended fuel; no on-site mixing.
4. Fuel: Diesel #2 Ultra-low Sulfur LSN2 (red-dye) = an ultra-low sulfur red-dye diesel fuel meeting ASTM D975.
5. Fuel: Diesel #2 Ultra-low Sulfur LSN2 = an ultra-low sulfur diesel fuel meeting ASTM D975-08.

6. Fuel: Gasoline Unleaded 87-octane = a non-MTBE unleaded 87-octane gasoline meeting all CARB specifications and regulations.
7. Quality = meets all applicable quality requirements, industry standard requirements, and is not contaminated with any foreign matter, cloudy, discolored, or malodorous.

C. Location Information

LN	Site	Address	(A)ST/ (U)ST	Unleaded Gallons	Diesel Gallons
1	City of Brea Service Ctr	545 N. Berry St	A	7000	3000
2	Brea Civic & Cultural Ctr	1 Civic Center Circle	U		1000
3	Brea Fire Station 2	400 N. Brea Blvd.	A		2000
4	Brea Fire Station 3	2600 E. Santa Fe Rd	U		2100

IV. Scope of Services

A. Testing

1. Provide as-requested professional fuel-testing services for purity and quality, contamination, additives, trans-mixed fuels or co-mingled fuels, physical properties testing, energy value, trace components, trace contaminants, safety and regulatory parameters, bacteria, and the like. All such testing shall be performed pursuant to standard industry protocols by a properly licensed chemical engineer, or other professional possessing any and all current and valid licenses and/or certifications necessary to lawfully perform such testing services and to certify the results thereof.
2. Provide test results to CR within 24 hours after results are available. Such results shall be provided in an industry recognized format.

B. Tank Monitoring and Keep Tanks Filled

1. Provide tank monitoring service to ensure that fuel is maintained at the optimal level.
2. Keep tanks filled at these optimal levels.

C. Orders

1. Do not hold orders to consolidate them unless specifically permitted by City.
2. Be familiar with locations, logistics, access and security requirements.
3. Make the necessary accommodations including type and size of transport unit required before loading fuel into those units, dispatching, and making delivery.

D. Delivery Information

1. Provide all necessary delivery devices to make delivery to each site as required.
2. Ensure that the transport units can accommodate the delivery logistics at every location prior to dispatching those units.
3. Deliver within eight (8) business hours of receipt of order from City.
4. Deliver on non-holiday, Monday through Friday, 7:00 am to 4:00 pm.
5. Deliver to the locations set forth in the Location Information subsection.

E. Reporting and Invoicing

1. Provide the OPIS daily wholesale rack average (A.M.) Los Angeles, Ca. OPIS prices as requested and with every invoice.
2. Provide separate invoices by fuel type for each delivery. Invoices that are not accompanied by the reports will not be paid and the payment cycle will not begin until satisfactory receipt of matching reports has been provided.

3. Ensure that the Purchase Order number (PO#); delivery date and location; fuel type, quantity, prices, all related pricing detail listed below, and price totals are on each invoice.

EXHIBIT B TERM AND COMPENSATION

I. Term

- A. The term of the agreement will be through December 31, 2018 based on available budget appropriations.

II. Compensation

- A. Compensation for satisfactorily providing the Services shall be the not-to-exceed sum of \$400,000 for the term of the Agreement.
- B. Payments will be made net 30 days after receipt of fuel and an accurate invoice, whichever comes later.

III. Pricing Terms

- A. Fuel Price is the per gallon price for required fuel based on the OPIS Daily Wholesale Rack Average (AM) for Los Angeles, CA, at the time the order is placed. The Fuel Price will fluctuate according to the price changes of the OPIS. Only the actual amount of delivered fuel is billable regardless of ordered amount.
- B. Transportation Costs is the per gallon fixed cost, based on the quantities ordered, to transport the fuel to CITY and the price is subject to quarterly changes.
- C. Markup Costs is the per gallon fixed price, based on the quantities ordered, at the time ordered. This cost is for profit and other costs excluding: the fuel itself, all applicable fees and taxes, and transportation costs. This price is fixed and NOT subject to change for the term of the Agreement.
- D. Government-mandated Fees and Sales Tax will be added to orders.

- E. No additional charges. Do not charge for rejected loads due to poor quality of fuel or incorrect type of fuel, minimum orders, return of undelivered fuel due to tank capacity being reached, environmental fees, fuel surcharges, etc.

IV. Unit Prices

- A. For the requirements stated in Exhibit A, the following prices apply:

LN	Description	Price per Gallon
FUEL: UNL GASOLINE		
1	FUEL: UNL GASOLINE: [ordered qty: 6,000+] (taxable)	OPIS LA
2	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.03
3	MARKUP (not subject to change) (taxable)	(\$0.06)
4	FUEL: UNL GASOLINE: [ordered qty: 2,500 to 5,999] (taxable)	OPIS LA
5	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.05
6	MARKUP (not subject to change) (taxable)	\$0.00
7	FUEL: UNL GASOLINE: [ordered qty: 0 to 2,499] (taxable)	OPIS LA
8	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.05
9	MARKUP (not subject to change) (taxable)	\$0.00
FUEL: CARB ULNo2 DIESEL		
10	FUEL: CARB ULNo2 DIESEL: [ordered qty: 6,000+] (taxable)	OPIS LA
11	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.03
12	MARKUP (not subject to change) (taxable)	(\$0.02)
13	FUEL: CARB ULNo2 DIESEL: [ordered qty: 2,500 to 5,999] (taxable)	OPIS LA
14	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.05
15	MARKUP (not subject to change) (taxable)	\$0.00
16	FUEL: CARB ULNo2 DIESEL: [ordered qty: 0 to 2,499] (taxable)	OPIS LA
17	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.06
18	MARKUP (not subject to change) (taxable)	\$0.00
FUEL: RED-DYE CARB ULNo2 DIESEL		
19	FUEL: RED-DYE CARB ULNo2 DIESEL: [ordered qty: 0 to 2,499] (taxable)	OPIS LA
20	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.06
21	MARKUP (not subject to change) (taxable)	\$0.00
22	FUEL: RED-DYE DIFFERENTIAL OVER CARB ULNo2 DIESEL (taxable)	\$0.00
FUEL: GROSS SME BIODIESEL TAX ADJUSTED MARKET INDEX, B20		
23	FUEL: GROSS SME BIODIESEL TAX ADJUSTED MARKET INDEX, B20, Carb ULS: [ordered qty: 6,000+] (taxable)	OPIS LA
24	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.04
25	MARKUP (not subject to change) (taxable)	\$0.00
26	FUEL: GROSS SME BIODIESEL TAX ADJUSTED MARKET INDEX, B20, Carb ULS: [ordered qty: 2,500 to 5,999] (taxable)	OPIS LA
27	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.08
28	MARKUP (not subject to change) (taxable)	\$0.00
29	FUEL: GROSS SME BIODIESEL TAX ADJUSTED MARKET INDEX, B20, Carb ULS: [ordered qty: 0 to 2,499] (taxable)	OPIS LA
30	TRANSPORTATION COSTS (price subject to change quarterly) (taxable)	\$0.10
31	MARKUP (not subject to change) (taxable)	\$0.00

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

I. Existing Coverage

- A. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so prior to commencing performance of the Services.

II. Coverage Requirements

- A. Unless otherwise approved in writing by the CITY's risk manager, the following coverages will be provided by CONTRACTOR and maintained on behalf of CITY and in accordance with the requirements set forth herein:
1. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or similar. Total limits shall be not less than two million dollars (\$2,000,000) per occurrence for all coverage and three million dollars (\$3,000,000) general aggregate.
 2. CITY and its officers, agents and employees shall be named as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or similar (in no event will CITY accept an endorsement form with an edition date later than 1990).
 3. General and Auto Liability Insurance Coverage shall be provided on a "per occurrence" basis and shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall

include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.

4. Coverage shall be in the following form as to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.
5. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or similar including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent.
6. Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects CITY, its officers, agents or employees.

B. Additional insurance requirements:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be

separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of each insurance coverage.
4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers, or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against CITY.
7. Unless otherwise approved by CITY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A VII."

8. In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, CITY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.
9. CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to CITY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85 or similar. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to CITY upon request.
10. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverage.
11. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any

right or remedy of CITY or any additional insured, in this or any other regard.

12. CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of CITY will be submitted to CITY for review. Failure of CITY to request copies of such agreement will not impose any liability on CITY, its officers, agents, or employees.
13. If CONTRACTOR is a Limited Liability Company (LLC), general liability coverage must be amended so that the LLC and its managers, affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.
14. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

End of Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
999999-STND-GAWU-17-18	INSURER(S) AFFORDING COVERAGE INSURER A: Federated Service Insurance Company INSURER B: Insurance Company Of The West INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Southern Counties Oil Co., A CA LP Southern Counties Lubricants, LLC, Cardlock Fuels System, Inc. dba SC Fuels, dba Canyon State Oil P.O. Box 4159 Orange, CA 92863-4159	NAIC # 28304 27847

COVERAGES

CERTIFICATE NUMBER:

LOS-002355279-06

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	9170666	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTO POLLUTION	X	X	9170666	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEOS: \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	9170667	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WVE508499501	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Brea and its officers, agents and employees are named as additional insureds (except workers compensation) where required by written contract. Coverage is primary and non-contributory. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Brea 1 Civic Center Circle Brea, CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Pamela Petersen
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF BREA
1 CIVIC CENTER CIR
BREA CA 92821

- (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Job or Project:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE DELIVERY
OF FUEL TO THE CERTHOLDER'S PREMISES. ADDITIONAL INSUREDS ALSO INCLUDE
CITY OF BREA ITS OFFICERS, AGENTS AND EMPLOYEES.

Insured:

SOUTHERN COUNTIES OIL CO A
CALIFORNIA LIMITED PARTNERSHIP
1800 W KATELLA AVE STE 400
ORANGE CA 92867

Copyright, Insurance Services Office, Inc., 1992

CG-F-64 (05-97)
(CG 20 10 11-85)

Policy Number: 9170666

Transaction Effective Date: 10-31-2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION
FOR WHOM THIS WAIVER IS
REQUIRED.

Job Description

ALL CALIFORNIA OPERATIONS.

Policy Number: WVE5084995 - 01

Insured: Southern Counties Oil Co

Endorsement Effective: 11/01/2017

Coverage Provided by: Insurance Company of the West

Issue Date: 10/26/2017

Countersigned by:

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/06/2018
SUBJECT: Sports Park Playground Surfacing, CIP #7935

RECOMMENDATION

1. Award Contract to Robertson Industries, Inc. in the amount of \$53,899.44; and
2. Authorize the Public Works Director, or his designee, to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract price.

BACKGROUND/DISCUSSION

The Sports Park Playground, Project 7935 was approved in the Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) budget. The FY 2017-2018 CIP budget included an additional \$15,000 appropriation to fully fund the anticipated improvements. The total budget for the project is \$67,000.

This work will remove and replace the existing poured-in-place rubber surfacing under the play equipment; remove three inches of compacted base; install rock sumps for water drainage; three inches of new concrete; and install new poured-in-place rubber surfacing. Surfacing depths vary from 2" to 4" depending on the location in the playground for the appropriate fall area thickness.

The California Multiple Award Schedules (CMAS) enables the City to have Robertson Recreational Surfaces supply rubber surfacing; provide a certified installer; and provide ancillary work related to the project including demo, base removal, concrete installation, rock sump installations and construction fencing. TotTurf installers have completed installations for the City at the Brea Community Center, City Hall Park, and Greenbriar Park and completed the work in a timely and efficient manner.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this at their meeting on February 27, 2018 and recommended it for approval.

FISCAL IMPACT/SUMMARY

Funding is available in the CIP budget Fixed Asset Replacement Program (FARP).

Project 7935 will remove the existing poured-in-place rubber surfacing; remove the existing aggregate base; install rock sumps for drainage; install new concrete below the new rubber surfacing; secure the playgrounds with construction fencing during the process; and install new poured-in-place rubber surfacing.

Staff is requesting that Council approve the purchase order in the amount of \$53,899.44 and authorize the Public Works Director, or his designee, to issue Contract Change Orders up to a "not to exceed" amount of 10% of the contract amount.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Bill Bowlus, Public Works Superintendent
Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Proposal
Agreement



Robertson

Recreational Surfaces

A **PLAYCORE** Company

Robertson Industries, Inc.

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

www.totturf.com



Project Name: City of Brea - Sports Park

Address: Brea CA

Contact: Bill Bowlus

Phone #: (714) 990-7694

Email:

Fax #:

Sales Representative

Name: Vince Brantley

Phone: (714) 904-8219

Fax: (855) 700-8780

Email: vbrantley@playcore.com

Scope: See page 2 for detailed scope information

PRODUCT NAME	DESCRIPTION	QUANTITY	SALES PRICE	TOTAL PRICE
Aromatic EPDM	CMAS Average Base Price AR3.0/1000	2,604	\$9.71	\$25,284.84
Co-Op/Best Customer Discount	Multi Park Discount	2,604	\$0.54	(\$1,406.16)
Fencing	Temporary Fencing	1	\$700.00	\$700.00
Misc Cost Add	P&P Bond	1	\$1,044.00	\$1,044.00
Open Market Pricing	Removal & Disposal of Existing PIP	1	\$5,850.00	\$5,850.00
Open Market Pricing	Additional Site Work at Brea Sports Park	1	\$17,375.00	\$17,375.00
Open Market Pricing	Open Market for Prevailing Wages - CMAS	2,604	\$1.94	\$5,051.76
GRAND TOTAL				\$53,899.44

PRICE EXPIRES: 04/08/2018



Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.

CONTRACTOR'S LICENSE NUMBERS:

AZ: ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/64 D/64 and C/61 D/12

FL: CGC 038554 ~ **NV:** 42331, CLASS C25 C40

CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

PROJECT SCOPE

Project Name: City of Brea - Sports Park	ESTIMATED INSTALL DATE: March
Address: Brea CA	
Site Contact: Bill Bowlus	
Phone #: (714) 990-7694	
Email:	

- | | |
|--|--|
| <p>1. PRODUCT: Poured in Place
Additional Products:</p> <p>2. URETHANE: Aromatic</p> <p>3. TOTAL SQUARE FOOTAGE: 2,604 TTL # of Pads:
Pad #1: Pad #3:
Pad #2: Pad #4:</p> <p>4. TURNDOWN: No</p> <p>5. DEPTH OF SYSTEM: Various
Pad #1: Pad #3:
Pad #2: Pad #4:</p> <p>6. WEAR COURSE COLORS: See Attached
Pad #1: Pad #3:
Pad #2: Pad #4:</p> <p>7. LAYOUT / DESIGN: No, Pending / No</p> <p>8. SITE ACCESSIBILITY: 0-25', No Stairs</p> <p>9. SUB BASE TYPE: Concrete</p> | <p>10. DEMOLITION: No</p> <p>11. EXCAVATION: No</p> <p>12. SAWCUTTING: No</p> <p>13. WASTE DISPOSAL: No</p> <p>14. SECURITY: No</p> <p>15. TESTING: Not Included</p> <p>16. WAGE TYPE: State Prevailing</p> <p>17. UNION: No</p> <p>18. BONDING: No</p> <p>19. WARRANTY: 5 year</p> <p>20. CA GRANT: N/A</p> <p>21. TT ADVANTAGE: No
TT ADVANTAGE COLOR:</p> |
|--|--|

PROJECT SCOPE NOTES:

CA DIR Registration # 1000002700 Exp 6/30/18

CMAS Contract # 4-11-78-003C Exp. 3/31/2021

Proposal is based on using AR3.0/1000 as average Base Price plus Open Market pricing for Prevailing Wages and site prep.

Scope of Work Includes:

- > Provide temporary fencing from start of work until PIP is cured.
- > Remove and properly dispose of PIP surfacing.
- > Remove existing aggregate, build/create drainage system and furnish and install a concrete sub base.
- > Furnish and install IPEMA Certified PIP Rubberized Surfacing per all ADA, ASTM and IPEMA standards.

TOTAL PRICE: \$53,899.44

Customer Signature/Title: _____ Date: _____

A G R E E M E N T

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

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

WHEREAS, CITY did accept the bid of CONTRACTOR, **Robertson Industries, Inc.** and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **Sports Park Playground Project 7935**.

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

1. **GENERAL SCOPE OF WORK**: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **Sports Park Playground Project 7935** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. **CONTRACT PRICE AND PAYMENT**: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated **January 8, 2018**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

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

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

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

each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

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

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

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

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been

delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

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

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

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the negligent acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there

is concurrent passive negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities to the extent arising from the active or sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

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

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

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

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

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

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

To CONTRACTOR:
Richard Hawley, Vice President
Robertson Industries, Inc.
2414 West 12th Street, Suite 5
Tempe, Arizona 85281

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

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

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

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

21. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to

CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

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

CONTRACTOR Robertson Industries, Inc

State of California
Contractor License No. 667261

By: Richard Hawley
Title: VP of Sales

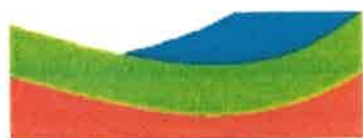
By: Tara Whitten
Title: VP of Operations

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

PROPOSAL # 17-23158**Date Issued: January 8, 2018**

Robertson

Recreational Surfaces

A **PLAYCORE** Company**Robertson Industries, Inc.**

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

www.totturf.com

Project Name: City of Brea - Sports Park**Address:** Brea CA**Contact:** Bill Bowlus**Phone #:** (714) 990-7694**Email:****Fax #:****Sales Representative****Name:** Vince Brantley**Phone:** (714) 904-8219**Fax:** (855) 700-8780**Email:** vbrantley@playcore.com*Scope: See page 2 for detailed scope information*

PRODUCT NAME	DESCRIPTION	QUANTITY	SALES PRICE	TOTAL PRICE
Aromatic EPDM	CMAS Average Base Price AR3.0/1000	2,604	\$9.71	\$25,284.84
Co-Op/Best Customer Discount	Multi Park Discount	2,604	\$0.54	(\$1,406.16)
Fencing	Temporary Fencing	1	\$700.00	\$700.00
Misc Cost Add	P&P Bond	1	\$1,044.00	\$1,044.00
Open Market Pricing	Removal & Disposal of Existing PIP	1	\$5,850.00	\$5,850.00
Open Market Pricing	Additional Site Work at Brea Sports Park	1	\$17,375.00	\$17,375.00
Open Market Pricing	Open Market for Prevailing Wages - CMAS	2,604	\$1.94	\$5,051.76
GRAND TOTAL				\$53,899.44

PRICE EXPIRES: 04/08/2018**Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.****CONTRACTOR'S LICENSE NUMBERS:**

AZ: ROC091920, CLASS L-05 ~ CA: 667261, CLASS C/64 D/64 and C/61 D/12

FL: CGC 038554 ~ NV: 42331, CLASS C25 C40

CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

07

2 of 2

PROJECT SCOPE

Project Name: City of Brea - Sports Park
Address: Brea CA
Site Contact: Bill Bowlus
Phone #: (714) 990-7694
Email:

ESTIMATED INSTALL DATE:
 March

- | | |
|---|--|
| 1. PRODUCT: Poured in Place
Additional Products: | 10. DEMOLITION: No |
| 2. URETHANE: Aromatic | 11. EXCAVATION: No |
| 3. TOTAL SQUARE FOOTAGE: 2,604 TTL # of Pads: | 12. SAWCUTTING: No |
| Pad #1: Pad #3: | 13. WASTE DISPOSAL: No |
| Pad #2: Pad #4: | 14. SECURITY: No |
| 4. TURNDOWN: No | 15. TESTING: Not Included |
| 5. DEPTH OF SYSTEM: Various | 16. WAGE TYPE: State Prevailing |
| Pad #1: Pad #3: | 17. UNION: No |
| Pad #2: Pad #4: | 18. BONDING: No |
| 6. WEAR COURSE COLORS: See Attached | 19. WARRANTY: 5 year |
| Pad #1: Pad #3: | 20. CA GRANT: N/A |
| Pad #2: Pad #4: | 21. TT ADVANTAGE: No |
| 7. LAYOUT / DESIGN: No, Pending / No | TT ADVANTAGE COLOR: |
| 8. SITE ACCESSIBILITY: 0-25', No Stairs | |
| 9. SUB BASE TYPE: Concrete | |

PROJECT SCOPE NOTES:

CA DIR Registration # 1000002700 Exp 6/30/18
 CMAS Contract # 4-11-78-003C Exp. 3/31/2021
 Proposal is based on using AR3.0/1000 as average Base Price plus Open Market pricing for Prevailing Wages and site prep.
 Scope of Work Includes:
 > Provide temporary fencing from start of work until PIP is cured.
 > Remove and properly dispose of PIP surfacing.
 > Remove existing aggregate, build/create drainage system and furnish and install a concrete sub base.
 > Furnish and install IPEMA Certified PIP Rubberized Surfacing per all ADA, ASTM and IPEMA standards.

TOTAL PRICE: \$53,899.44

Customer Signature/Title: _____ Date: _____

NR
 2 of 2
 2 of 4

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 03/06/2018

SUBJECT: January 2018 Outgoing Payment Log and February 23 and March 2, 2018 City Check Registers - Receive and File.

Attachments

City Outgoing January Payment Log

02-23-18 City Check Register

03-02-18 City Check Register

City of Brea
Outgoing Payment Log
January 2018

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
1/3/2018	Citizens Business Bank	Credit card processing fees	\$ 1,901.91
1/5/2018	Brea Payroll	Brea staff payroll	852,385.90
1/5/2018	Brea Payroll	Employee deductions	94,625.94
1/5/2018	IRS	Payroll Federal taxes	195,594.70
1/5/2018	EDD	Payroll State taxes	55,999.00
1/5/2018	CA SDU	Child support payments	1,169.55
1/5/2018	LAIF	Funds invested	6,000,000.00
1/8/2018	CALPERS	Medical payment	386,060.00
1/8/2018	CALPERS	Member retirement	192,349.86
1/10/2018	Bank of New York Mellon	2010 Refunding Lease Revenue Bonds Debt Service Payment	981,800.00
1/10/2018	Bank of New York Mellon	2004 Refunding Lease Revenue Bonds Debt Service Payment	331,447.00
1/16/2018	Paymentus	Monthly service fee - December	4,289.00
1/19/2018	Brea Payroll	Brea staff payroll	876,705.60
1/19/2018	Brea Payroll	Employee deductions	94,767.90
1/19/2018	IRS	Payroll Federal taxes	157,865.50
1/19/2018	EDD	Payroll State taxes	53,294.97
1/19/2018	CA SDU	Child support payments	1,079.73
1/22/2018	CALPERS	Member retirement	197,369.16
1/23/2018	Citizens Business Bank	Monthly banking service fee - January	1,551.13
1/25/2018	LAIF	Funds invested	2,400,000.00
1/26/2018	St. Board of Equalization	Self-assessed sales tax payment	670.00
1/30/2018	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,101.55
1/30/2018	Customs and Border Protection	Required return of equitable sharing payments	1,356.99
Subtotal			12,895,385.39
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	121,731.66
	Various	General Liability Claims	8,690.10
Subtotal			130,421.76
			<u>\$ 13,025,807.15</u>

City Check Register for: Feb 23, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177323	ASBURY ENVIRONMENTAL SERVICES	02/23/2018	9144	480515161	USED OIL DISPOSAL	\$35.00
		02/23/2018	9144	480515161	USED OIL FLTR DISPSAL	\$55.00
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$90.00
177324	AT&T LONG DISTANCE	02/23/2018	1737	475141471	807752441 2/3-3/2	\$75.65
AT&T LONG DISTANCE					Total Check Amount:	\$75.65
177325	THE BANK OF NEW YORK MELLON	02/23/2018	16062	930141424	CNTRL ACCT:OCT-DEC17	\$1,855.52
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$1,855.52
177326	BOB DOSHI INVESTMENTS	02/23/2018	27511	420000000	REFUND-CLOSED ACCT	\$46.80
BOB DOSHI INVESTMENTS					Total Check Amount:	\$46.80
177327	BOSCO LEGAL SERVICES	02/23/2018	27501	110000000	LEGAL SERVICES	\$550.00
BOSCO LEGAL SERVICES					Total Check Amount:	\$550.00
177328	CANNINGS ACE HARDWARE	02/23/2018	15828	420515131	PINS	\$5.41
		02/23/2018	15828	480515161	KEY RINGS/TAGS	\$23.94
		02/23/2018	15828	480515161	SHOP SUPPLIES	\$66.76
CANNINGS ACE HARDWARE					Total Check Amount:	\$96.11
177329	CHARLES TAN & ASSOCIATES, INC.	02/23/2018	26706	110000000	PROF SVCS THRU 2/2/18	\$1,000.00
CHARLES TAN & ASSOCIATES, INC.					Total Check Amount:	\$1,000.00
177330	CITY OF ORANGE	02/23/2018	15160	110323241	OEC 2018 MEMB RENEWAL	\$550.00
CITY OF ORANGE					Total Check Amount:	\$550.00
177331	CORELOGIC	02/23/2018	25542	280323215	REAL EST LISTING DEC1	\$185.00
		02/23/2018	25542	280323215	REAL EST LISTING JAN1	\$185.00
CORELOGIC					Total Check Amount:	\$370.00
177332	COUNTY OF ORANGE	02/23/2018	4799	510707873	TRACKS SEGMENT 6	\$1,546.58
COUNTY OF ORANGE					Total Check Amount:	\$1,546.58
177333	COUNTY OF ORANGE	02/23/2018	4799	110212131	COMM CHGS BR1 JAN18	\$176.00
COUNTY OF ORANGE					Total Check Amount:	\$176.00
177334	COUNTY OF ORANGE	02/23/2018	4799	110212122	OCATS/SWITCHER JAN18	\$653.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
177335	JENNIFER CROMWELL	02/23/2018	27510	420000000	REFUND-CLOSED ACCOUNT	\$64.22
JENNIFER CROMWELL					Total Check Amount:	\$64.22
177336	DEPARTMENT OF JUSTICE	02/23/2018	13406	110141481	FINGERPRNT APPS JAN18	\$407.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$407.00
177337	EDISON CO	02/23/2018	3343	110515121	ELECTRICITY JAN/FEB18	\$1,394.97
		02/23/2018	3343	490515151	ELECTRICITY JAN/FEB18	\$23,206.58
EDISON CO					Total Check Amount:	\$24,601.55
177338	FLEETPRIDE, INC.	02/23/2018	8245	480515161	AIR FITTINGS	\$29.25
FLEETPRIDE, INC.					Total Check Amount:	\$29.25
177339	FRANCHISE TAX BOARD	02/23/2018	13287	110	CD912245780 2/23/18	\$199.38
FRANCHISE TAX BOARD					Total Check Amount:	\$199.38

City Check Register for: Feb 23, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177340	FRONTIER COMMUNICATIONS	02/23/2018	26183	420515131	562 1821083 2/7-3/6	\$62.21
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.21
177341	THE GAS COMPANY	02/23/2018	3749	420515131	GAS JAN/FEB 2018	\$15.29
		02/23/2018	3749	490515151	GAS JAN/FEB 2018	\$2,145.74
THE GAS COMPANY					Total Check Amount:	\$2,161.03
177342	GOLDEN STAR TECHNOLOGY, INC	02/23/2018	15288	475141471	DAILY LOGS	\$735.99
		02/23/2018	15288	475141471	FORTINET PREMIUM RMA BUND	\$7,134.32
GOLDEN STAR TECHNOLOGY, INC					Total Check Amount:	\$7,870.31
177343	HCC	02/23/2018	27507	110000000	CANCEL PERMIT	\$96.00
HCC					Total Check Amount:	\$96.00
177344	INDIAN PHARMACIST'S ASSOCIATION	02/23/2018	27506	110	REFUND DEPOSIT	\$1,000.00
INDIAN PHARMACIST'S ASSOCIATION					Total Check Amount:	\$1,000.00
177345	THE KNOT	02/23/2018	26150	110404213	BRIDAL SHOW NEWSFLASH	\$1,997.60
THE KNOT					Total Check Amount:	\$1,997.60
177346	LACEY CUSTOM LINENS, INC.	02/23/2018	2772	110141441	LINEN CLEANING	\$350.62
		02/23/2018	2772	110141441	SERVICE	\$17.00
LACEY CUSTOM LINENS, INC.					Total Check Amount:	\$367.62
177347	LANGUAGE LINE SERVICES	02/23/2018	19704	110212133	OTP INTERPRETATION	\$2.82
LANGUAGE LINE SERVICES					Total Check Amount:	\$2.82
177348	LIFE-ASSIST, INC.	02/23/2018	10530	110222222	MEDICAL SUPPLIES	\$669.26
LIFE-ASSIST, INC.					Total Check Amount:	\$669.26
177349	LIMBACH COMPANY LP	02/23/2018	21671	490515151	HVAC REPAIR @ BCC	\$997.51
LIMBACH COMPANY LP					Total Check Amount:	\$997.51
177350	CHRISTINE MARSH	02/23/2018	21775	110000000	POLICE REPORT REFUND	\$3.00
CHRISTINE MARSH					Total Check Amount:	\$3.00
177351	MCO- THE MICROFILM COMPANY	02/23/2018	23447	110323241	DOCUMENT SCANNING	\$5,022.80
		02/23/2018	23447	110323241	USB DRIVER INSTALLTN	\$1,104.25
MCO- THE MICROFILM COMPANY					Total Check Amount:	\$6,127.05
177352	NDS, LLC	02/23/2018	25312	110141441	PRE SORT MAIL SERVICES	\$326.51
NDS, LLC					Total Check Amount:	\$326.51
177353	NETWORKFLEET INC.	02/23/2018	25293	480515161	GPS FEES JAN 2018	\$893.00
NETWORKFLEET INC.					Total Check Amount:	\$893.00
177354	P.L. HAWN COMPANY, INC.	02/23/2018	10742	490515151	HVAC FILTERS @ CCC	\$116.37
P.L. HAWN COMPANY, INC.					Total Check Amount:	\$116.37
177355	PHILBIN CONSTRUCTION CO	02/23/2018	27508	420000000	REFUND-CLOSED ACCT	\$1,710.16
PHILBIN CONSTRUCTION CO					Total Check Amount:	\$1,710.16
177356	PLAY & PARK STRUCTURES	02/23/2018	19531	110515141	PLAYGRND DCK/HRDWARE	\$1,721.92
PLAY & PARK STRUCTURES					Total Check Amount:	\$1,721.92
177357	PREMIUM RV INC.	02/23/2018	11981	480515161	BATTERY ISOLATOR	\$47.62

City Check Register for: Feb 23, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
PREMIUM RV INC.						Total Check Amount:
						\$47.62
177358	PUENTE HILLS FORD	02/23/2018	25742	480515161	A/C DUCT	\$303.68
		02/23/2018	25742	480515161	BUMPPER PANEL	\$72.86
		02/23/2018	25742	480515161	DOOR TUBE	\$97.58
		02/23/2018	25742	480515161	ECM PRT	\$1,365.99
		02/23/2018	25742	480515161	FIRE VEH ECM REPAIR	\$255.00
		02/23/2018	25742	480515161	MANIFOLD GASKET/SEALS/THE	\$409.17
PUENTE HILLS FORD						Total Check Amount:
						\$2,504.28
177359	VERENICE RAMIREZ	02/23/2018	27514	110141441	MILEAGE-CONFERENCE	\$116.09
VERENICE RAMIREZ						Total Check Amount:
						\$116.09
177360	DONGHWAN RO	02/23/2018	27512	420000000	REFUND-CLOSED ACCOUNT	\$51.67
DONGHWAN RO						Total Check Amount:
						\$51.67
177361	SHRED-IT USA	02/23/2018	7438	110212122	PD DOC DESTR 1/9/18	\$96.00
		02/23/2018	7438	110212122	PD DOC DESTR 12/26/17	\$96.00
SHRED-IT USA						Total Check Amount:
						\$192.00
177362	SPARKLETTS	02/23/2018	3001	490515151	DISTILLED H2O @ CCC	\$22.51
SPARKLETTS						Total Check Amount:
						\$22.51
177363	JACK TANG	02/23/2018	27509	420000000	REFUND-CLOSED ACCT	\$36.72
JACK TANG						Total Check Amount:
						\$36.72
177364	U.S. POSTAL SERVICE	02/23/2018	3284	110111151	BREA LINE MAR/APR18	\$3,080.23
U.S. POSTAL SERVICE						Total Check Amount:
						\$3,080.23
177365	UNITED PARCEL SERVICE	02/23/2018	3174	110141441	SHIPPING CHGS DEC-JAN	\$62.97
UNITED PARCEL SERVICE						Total Check Amount:
						\$62.97
177366	UNITED PARCEL SERVICE	02/23/2018	3174	110141441	SHIPPING CHGS JAN-FEB	\$34.29
UNITED PARCEL SERVICE						Total Check Amount:
						\$34.29
177367	VERIZON WIRELESS	02/23/2018	21122	110212121	9801008431 1/4-2/3	\$53.93
VERIZON WIRELESS						Total Check Amount:
						\$53.93
177368	XEROX CORPORATION	02/23/2018	3349	110141441	ADR/LBLNG STWR JAN18	\$108.00
		02/23/2018	3349	110141441	BLK COPR/PRNTR JAN18	\$468.64
		02/23/2018	3349	110141441	CLR CPIER/PRNTR DEC17	\$1,507.07
		02/23/2018	3349	110141441	CLR CPR/PRNTR OCT-DEC	\$100.13
		02/23/2018	3349	110141441	COLOR COPIER JAN18	\$1,037.07
		02/23/2018	3349	110141441	ENV LBL SOFTWARE JAN18	\$202.24
		02/23/2018	3349	110141441	EQUIPMNT CARRY CHRGS	\$63.17
		02/23/2018	3349	110141441	FREEFLOW PRNT SVC	(\$275.95)
		02/23/2018	3349	110141441	PRINTER/COPIER JAN18	\$717.42
XEROX CORPORATION						Total Check Amount:
						\$3,927.79
						Check Subtotal
						\$68,563.53

City Check Register for: Feb 23, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27482	ADMINISTRATIVE & PROF	02/23/2018	3344	110	DED:4010 APEA DUES	\$504.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$504.00
V27483	ALTEC INDUSTRIES INC	02/23/2018	4668	480515161	SPIN FILTER ELEMENTS	\$51.86
ALTEC INDUSTRIES INC					Total Check Amount:	\$51.86
V27484	AVCOGAS PROPANE SALES & SERVICES	02/23/2018	22047	480515161	LIQUID PETROLEUM LPG	\$1,364.74
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,364.74
V27485	BAB STEERING HYDRAULICS INC.	02/23/2018	18365	480515161	LABOR	\$1,978.25
		02/23/2018	18365	480515161	TILLER REAR SUSP REP	\$2,130.88
BAB STEERING HYDRAULICS INC.					Total Check Amount:	\$4,109.13
V27486	BABCOCK LABORATORIES, INC.	02/23/2018	27172	510707932	WATER SAMPLING	\$300.00
BABCOCK LABORATORIES, INC.					Total Check Amount:	\$300.00
V27487	BEST LAWN MOWER SERVICE	02/23/2018	16230	480515161	DRAG MAT	\$291.19
		02/23/2018	16230	480515161	DRAG MAT CREDIT	(\$216.49)
		02/23/2018	16230	480515161	EXMRK BLDS/DRAG MATS	\$608.33
		02/23/2018	16230	480515161	STIHL BLADES	\$412.40
		02/23/2018	16230	480515161	STIHL CUTTER BAR ASSY	\$370.19
BEST LAWN MOWER SERVICE					Total Check Amount:	\$1,465.62
V27488	JANET BIRCH	02/23/2018	25982	110404521	YOGA @ SENIOR CENTER	\$125.00
JANET BIRCH					Total Check Amount:	\$125.00
V27489	BOTACH TACTICAL	02/23/2018	5214	110212131	LITHIUM BATTERIES	\$603.18
BOTACH TACTICAL					Total Check Amount:	\$603.18
V27490	BPSEA MEMORIAL FOUNDATION	02/23/2018	14990	110	DED:4050 MEMORIAL	\$232.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$232.00
V27491	BREA CITY EMPLOYEES ASSOCIATION	02/23/2018	3236	110	DED:4005 BCEA DUES	\$590.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$590.00
V27492	BREA DISPOSAL, INC	02/23/2018	3330	440515122	REFUSE COLLECTN JAN18	\$145,358.94
BREA DISPOSAL, INC					Total Check Amount:	\$145,358.94
V27493	BREA FIREFIGHTERS ASSOCIATION	02/23/2018	3237	110	DED:4016 ASSOC DUES	\$2,335.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,335.50
V27494	BREA POLICE ASSOCIATION	02/23/2018	3769	110	DED:4030 BPA REG	\$3,500.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,500.00
V27495	BREA POLICE ATHLETIC LEAGUE	02/23/2018	1068	110	DED:5010 B.P.A.L.	\$110.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$110.00
V27496	BREA POLICE MANAGEMENT ASSOCIATION	02/23/2018	21189	110	DED:4019 LDF DUES	\$14.50
		02/23/2018	21189	110	DED:4020 ASSOC DUES	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$242.00
V27497	BROWN MOTOR WORKS, INC	02/23/2018	19934	480515161	BMW COMBO SWITCH RPR	\$237.94
		02/23/2018	19934	480515161	COMMUNICATION ADAPTER	\$767.71
		02/23/2018	19934	480515161	LABOR	\$195.00

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BROWN MOTOR WORKS, INC						Total Check Amount: \$1,200.65
V27498	C.WELLS PIPELINE MATERIALS INC	02/23/2018	13055	420515131	COUPLING	\$1,068.88
		02/23/2018	13055	420515131	PLUMBING SUPPLIES	\$5,094.13
C.WELLS PIPELINE MATERIALS INC						Total Check Amount: \$6,163.01
V27499	CALIFORNIA HEALTH & SAFETY INC.	02/23/2018	15491	110222221	COMPRESSOR REPAIR	\$2,037.87
CALIFORNIA HEALTH & SAFETY INC.						Total Check Amount: \$2,037.87
V27500	CALOLYMPIC SAFETY	02/23/2018	3135	480515161	NITRILE GLOVES	\$247.63
CALOLYMPIC SAFETY						Total Check Amount: \$247.63
V27501	CLINICAL LABORATORY OF	02/23/2018	3390	420515131	WATER SAMPLING	\$1,932.00
CLINICAL LABORATORY OF						Total Check Amount: \$1,932.00
V27502	COMLOCK SECURITY-GROUP	02/23/2018	13625	110515125	DT PS KEYS	\$265.28
		02/23/2018	13625	110515148	KEY COPIES/PADLOCKS	\$112.26
		02/23/2018	13625	490515151	KEYS & LOCKS @ CCC	\$399.20
COMLOCK SECURITY-GROUP						Total Check Amount: \$776.74
V27503	CORE & MAIN LP	02/23/2018	27049	420515131	METER	\$4,595.88
		02/23/2018	27049	420515131	METER ENCODER	\$880.01
		02/23/2018	27049	420515131	METERS	\$5,198.50
		02/23/2018	27049	420515131	PLUMBING SUPPLIES	\$4,580.19
CORE & MAIN LP						Total Check Amount: \$15,254.58
V27504	DANIELS TIRE SERVICE	02/23/2018	3133	480515161	STOCK ORDER OF TIRES	\$4,344.17
		02/23/2018	3133	480515161	TIRES	\$202.00
DANIELS TIRE SERVICE						Total Check Amount: \$4,546.17
V27505	EVAN D'HUART	02/23/2018	25826	110212111	TRAINING MILEAGE	\$14.55
EVAN D'HUART						Total Check Amount: \$14.55
V27506	E.J. WARD INC	02/23/2018	11309	480515161	FS3 TERMINAL PROGRMG	\$2,500.00
E.J. WARD INC						Total Check Amount: \$2,500.00
V27507	ECONOLITE SYSTEMS, INC.	02/23/2018	27147	110515121	EXTRAORDY MAINT JAN18	\$4,574.69
		02/23/2018	27147	110515121	MON SIGNAL MNT JAN18	\$2,925.94
ECONOLITE SYSTEMS, INC.						Total Check Amount: \$7,500.63
V27508	EEC ENVIRONMENTAL	02/23/2018	25778	110515111	PROF SVCS 1/1-1/27	\$5,326.25
EEC ENVIRONMENTAL						Total Check Amount: \$5,326.25
V27509	FACTORY MOTOR PARTS COMPANY	02/23/2018	3504	480515161	BRAKE PAD LINING	\$61.83
		02/23/2018	3504	480515161	BRAKE PADS/SEALS/LNRS	\$295.70
		02/23/2018	3504	480515161	ELECTRICAL RELAY	\$12.83
		02/23/2018	3504	480515161	ENGINE SENSOR	\$61.57
FACTORY MOTOR PARTS COMPANY						Total Check Amount: \$431.93
V27510	FLEET SERVICES	02/23/2018	5658	480515161	AIR FITTING	\$20.09
		02/23/2018	5658	480515161	AIR FITTINGS	\$7.70
FLEET SERVICES						Total Check Amount: \$27.79

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27511	GEORGE HILLS COMPANY	02/23/2018	27340	470141483	FLAT FEE THRU 022818	\$500.00
GEORGE HILLS COMPANY						Total Check Amount: \$500.00
V27512	DON GOLDEN	02/23/2018	10729	110000000	INSP SVCS 2/1-2/14/18	\$9,193.38
		02/23/2018	10729	110323242	INSP SVCS 2/1-2/14/18	\$1,641.68
DON GOLDEN						Total Check Amount: \$10,835.06
V27513	HCI SYSTEMS INC	02/23/2018	25112	110515125	CO DETECTOR REPAIR	\$4,979.66
		02/23/2018	25112	490515151	FIRE SPRNKL R SVC @ SC	\$1,957.84
HCI SYSTEMS INC						Total Check Amount: \$6,937.50
V27514	HUNTINGTON COURT REPORTS&TRANSCRIP.	02/23/2018	18131	110212122	TRNSCRPTN 1/19-1/26	\$423.54
HUNTINGTON COURT REPORTS&TRANSCRIP.						Total Check Amount: \$423.54
V27515	JACKSON'S AUTO SUPPLY	02/23/2018	1143	110515125	PAINT, DT PS 2 GRAFFITI	\$6.78
		02/23/2018	1143	480515161	AUTO SUPPLIES	\$5,855.02
		02/23/2018	1143	490515151	HOSE REEL @ FS2	\$214.38
		02/23/2018	1143	490515151	HOSE REPAIR @ FS 2	\$12.77
		02/23/2018	1143	490515151	HVAC BELTS @ CITY YRD	\$19.82
JACKSON'S AUTO SUPPLY						Total Check Amount: \$6,108.77
V27516	JMDIAZ, INC.	02/23/2018	27113	510707946	ENG/DSGN TRKS EXP JAN	\$8,930.82
JMDIAZ, INC.						Total Check Amount: \$8,930.82
V27517	KEENAN & ASSOCIATES	02/23/2018	22439	470141483	2018 WORKERS' COMP #3	\$9,004.33
KEENAN & ASSOCIATES						Total Check Amount: \$9,004.33
V27518	KELLY PAPER	02/23/2018	7039	110141441	PAPER	\$932.95
KELLY PAPER						Total Check Amount: \$932.95
V27519	KME FIRE APPARATUS	02/23/2018	13369	480515161	FIRE TRUCK FRONT HOSE	\$2,818.13
KME FIRE APPARATUS						Total Check Amount: \$2,818.13
V27520	KRONOS INCORPORATED	02/23/2018	22688	110222221	TELESTAFF UPGRADE	\$1,075.00
KRONOS INCORPORATED						Total Check Amount: \$1,075.00
V27521	LAND CONCERN, LTD	02/23/2018	22942	343515112	MNT DST #3 OCT/NOV17	\$337.50
		02/23/2018	22942	510707936	PD MEMORIAL OCT/NOV17	\$320.32
		02/23/2018	22942	510707936	PLAN COPIES SR CNTR	\$103.85
		02/23/2018	22942	510707945	AURORA ST PROJ NOV17	\$135.00
LAND CONCERN, LTD						Total Check Amount: \$896.67
V27522	LINCOLN AQUATICS	02/23/2018	17902	110404422	MURIATIC ACID @ PLUNGE	\$495.03
LINCOLN AQUATICS						Total Check Amount: \$495.03
V27523	MAD SCIENCE	02/23/2018	5399	110404429	RDCL RCTNS PRIMY GRDS	\$250.00
		02/23/2018	5399	110404429	RDCL RCTNS UPPER GRDS	\$250.00
MAD SCIENCE						Total Check Amount: \$500.00
V27524	MAKE IT "PERSONAL"	02/23/2018	19203	110212131	PD MAILBOX NAMEPLATES	\$75.43
MAKE IT "PERSONAL"						Total Check Amount: \$75.43

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27525	METRO CITIES FIRE AUTHORITY	02/23/2018	23145	110222211	CLOSING PAGERS	\$94.24
METRO CITIES FIRE AUTHORITY					Total Check Amount:	\$94.24
V27526	NAGASAKI & ASSOCIATES	02/23/2018	17451	510707946	TRACKS EXPANSION	\$6,000.00
NAGASAKI & ASSOCIATES					Total Check Amount:	\$6,000.00
V27527	ORANGE COUNTY UNITED WAY	02/23/2018	3451	110	DED:5005 UNITED WAY	\$17.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$17.40
V27528	PARKHOUSE TIRE, INC.	02/23/2018	22120	480515161	TRUCK TIRES	\$3,792.89
PARKHOUSE TIRE, INC.					Total Check Amount:	\$3,792.89
V27529	QUALITY PLACEMENT AUTHORITY, LLC	02/23/2018	27027	110141411	TEMP STAFF 1/29-2/4	\$821.62
		02/23/2018	27027	110141411	TEMP STAFF 2/5-2/11	\$617.76
QUALITY PLACEMENT AUTHORITY, LLC					Total Check Amount:	\$1,439.38
V27530	QUINN COMPANY	02/23/2018	12380	480515161	SEAT CUSHN/AIR SPRING	\$502.75
QUINN COMPANY					Total Check Amount:	\$502.75
V27531	R.H.F. INC.	02/23/2018	5713	110212132	NHTSA/IACP TESTING	\$85.00
		02/23/2018	5713	110212132	SYSTEM REPAIR	\$50.00
R.H.F. INC.					Total Check Amount:	\$135.00
V27532	SC FUELS	02/23/2018	16654	480515161	YARD:REG ETH 4372 GAL	\$12,885.05
SC FUELS					Total Check Amount:	\$12,885.05
V27533	SHARPER IMAGE COLLISION	02/23/2018	24443	480515161	ACCIDENT REPAIR	\$1,451.34
SHARPER IMAGE COLLISION					Total Check Amount:	\$1,451.34
V27534	SMART & FINAL	02/23/2018	3269	110404425	TINY TOTS FOOD	\$174.76
		02/23/2018	3269	110404429	ASP CAFE	\$211.72
SMART & FINAL					Total Check Amount:	\$386.48
V27535	SNAP-ON INDUSTRIAL	02/23/2018	17125	480515161	14.4V RATCHET	\$203.09
		02/23/2018	17125	480515161	RECHARGBLE FLASHLIGHT	\$51.28
		02/23/2018	17125	480515161	SCREWDRIVER CREDIT	(\$137.03)
SNAP-ON INDUSTRIAL					Total Check Amount:	\$117.34
V27536	SOUTH COAST EMERGENCY VEHICLE SVC	02/23/2018	18619	480515161	A/C REPAIR	\$111.63
		02/23/2018	18619	480515161	CAPTAIN UNI-GOVERNOR KIT	\$4,401.40
		02/23/2018	18619	480515161	FIRE TRUCK FOAM HEAD	\$1,550.56
		02/23/2018	18619	480515161	LABOR	\$1,358.80
		02/23/2018	18619	480515161	LATCH ASSY	\$191.38
		02/23/2018	18619	480515161	TRANSMISSION GAUGE	\$140.85
		02/23/2018	18619	480515161	WATER BALL VALVES/BRACKET	\$1,067.92
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$8,822.54
V27537	SPECTRUM GAS PRODUCTS, INC.	02/23/2018	16060	110222222	OXYGEN	\$147.87
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$147.87
V27538	STATE INDUSTRIAL PRODUCTS	02/23/2018	8572	490515151	DEGREASER @ FS	\$139.64

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STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$139.64
V27539	STOTZ EQUIPMENT	02/23/2018	24388	480515161	LOADER SEATBELT	\$358.03
STOTZ EQUIPMENT					Total Check Amount:	\$358.03
V27540	THYSSENKRUPP ELEVATOR	02/23/2018	10308	490515151	QTRLY ELEVATOR SVC	\$6,955.51
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$6,955.51
V27541	TIFCO INDUSTRIES	02/23/2018	8995	480515161	WSHRS/ELECTRICAL TERM	\$325.33
TIFCO INDUSTRIES					Total Check Amount:	\$325.33
V27542	TITAN WATER TECHNOLOGY, INC.	02/23/2018	25776	490515151	PRVIDE WATER TREATMNT	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V27543	TOTAL ADMINISTRATIVE SERVICE CORP.	02/23/2018	26017	110	DED:808B FSA DEPCAR	\$2,333.82
		02/23/2018	26017	110	DED:808C FSA UR MED	\$4,793.71
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$7,127.53
V27544	TOWNSEND PUBLIC AFFAIRS, INC.	02/23/2018	18881	110141413	CONSULTING SVCS FEB18	\$1,250.00
		02/23/2018	18881	110141413	CONSULTING SVCS JAN18	\$1,250.00
		02/23/2018	18881	410141413	CONSULTING SVCS FEB18	\$1,250.00
		02/23/2018	18881	410141413	CONSULTING SVCS JAN18	\$1,250.00
		02/23/2018	18881	420141413	CONSULTING SVCS FEB18	\$1,250.00
		02/23/2018	18881	420141413	CONSULTING SVCS JAN18	\$1,250.00
		02/23/2018	18881	430141413	CONSULTING SVCS FEB18	\$1,250.00
		02/23/2018	18881	430141413	CONSULTING SVCS JAN18	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$10,000.00
V27545	TURBO DATA SYSTEMS, INC.	02/23/2018	1472	110212122	CITATION PROC DEC17	\$2,172.08
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$2,172.08
V27546	UL LLC	02/23/2018	13323	480515161	FIRE TRK LADDR INSPTN	\$950.00
UL LLC					Total Check Amount:	\$950.00
V27547	UNITED ROTARY BRUSH CORPORATION	02/23/2018	16649	480515161	SWEEPER BROOMS (2)	\$204.42
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$204.42
V27548	RICHARD WILDMAN	02/23/2018	26129	110212111	TRAINING - MEALS	\$16.00
RICHARD WILDMAN					Total Check Amount:	\$16.00
Voucher Subtotal						\$322,840.82

TOTAL \$391,404.35

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177369	ALLIED 100	03/02/2018	26488	110212131	DEFIBRILLATION PAD	\$1,503.11
ALLIED 100						Total Check Amount: \$1,503.11
177370	ANAHEIM FULLERTON TOWING CO.	03/02/2018	1691	480515161	23014 TOW:BAB HYDR LCS	\$450.00
ANAHEIM FULLERTON TOWING CO.						Total Check Amount: \$450.00
177371	AT&T	03/02/2018	22390	475141471	7149110022 2277 2/14	\$222.15
AT&T						Total Check Amount: \$222.15
177372	AT&T CALNET	03/02/2018	20391	475141471	9391011962 2/13	\$20.31
		03/02/2018	20391	475141471	9391011970 2/13	\$78.48
		03/02/2018	20391	475141471	9391064048 2/13	\$95.98
AT&T CALNET						Total Check Amount: \$194.77
177373	THE BANK OF NEW YORK MELLON	03/02/2018	16062	880141431	2014 SP TAX RFDG BNDS	\$1,855.00
THE BANK OF NEW YORK MELLON						Total Check Amount: \$1,855.00
177374	BOB DOSHI INVESTMENTS	03/02/2018	27511	420000000	CLOSED WATER ACCOUNT	\$58.42
BOB DOSHI INVESTMENTS						Total Check Amount: \$58.42
177375	BREA ROTARY CLUB	03/02/2018	1338	110212111	MEMB 11/1/17-10/31/18	\$1,700.00
BREA ROTARY CLUB						Total Check Amount: \$1,700.00
177376	CANNINGS ACE HARDWARE	03/02/2018	15828	490515151	HARDWARE @ BCC	\$12.99
CANNINGS ACE HARDWARE						Total Check Amount: \$12.99
177377	TANYA F CARRERA	03/02/2018	27528	110000000	CITATION REFUND	\$306.00
TANYA F CARRERA						Total Check Amount: \$306.00
177378	ANDREW AND ANN CHEN	03/02/2018	27523	110000000	CITATION REFUND	\$164.00
ANDREW AND ANN CHEN						Total Check Amount: \$164.00
177379	DENISE CONRAD	03/02/2018	27513	110	REFUND:SPRNG BOUTIQUE	\$187.00
DENISE CONRAD						Total Check Amount: \$187.00
177380	COUNTY OF ORANGE	03/02/2018	4799	410515132	NPDES PERMIT FEES	\$67,449.15
COUNTY OF ORANGE						Total Check Amount: \$67,449.15
177381	COUNTY OF ORANGE	03/02/2018	4799	110212122	FINGERPRINT ID FEB18	\$1,608.00
COUNTY OF ORANGE						Total Check Amount: \$1,608.00
177382	COUNTY OF ORANGE CLERK RECORDER	03/02/2018	1932	280323215	NOTICE OF COMPLETION	\$84.00
COUNTY OF ORANGE CLERK RECORDER						Total Check Amount: \$84.00
177383	CYBERSOURCE CORPORATION	03/02/2018	25266	110404542	BOX OFFCE CC PROC JAN	\$78.00
CYBERSOURCE CORPORATION						Total Check Amount: \$78.00
177384	DAVIS LABORATORIES, INC	03/02/2018	19316	490515151	RADAR SVCS:FS 1	\$600.00
DAVIS LABORATORIES, INC						Total Check Amount: \$600.00
177385	DMV RENEWAL	03/02/2018	3545	480515161	2018 RENEWAL 6VRW869	\$276.00
DMV RENEWAL						Total Check Amount: \$276.00
177386	MIN J DO	03/02/2018	27524	110000000	CITATION REFUND	\$41.00
MIN J DO						Total Check Amount: \$41.00
177387	EDISON CO	03/02/2018	3343	110515121	ELECTRICITY JAN/FEB18	\$796.22

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EDISON CO						Total Check Amount: \$796.22
177388	JULIA L FLORES	03/02/2018	27527	110000000	CITATION REFUND	\$31.00
JULIA L FLORES						Total Check Amount: \$31.00
177389	FRONTIER COMMUNICATIONS	03/02/2018	26183	475141471	562 1820146 0216-0315	\$44.62
FRONTIER COMMUNICATIONS						Total Check Amount: \$44.62
177390	THE GAS COMPANY	03/02/2018	3749	490515151	GAS JAN/FEB 2018	\$102.71
THE GAS COMPANY						Total Check Amount: \$102.71
177391	GEOTECH ENV. EQUIPMENT, INC.	03/02/2018	27521	110222223	EQUIPMENT REPAIR	\$459.37
GEOTECH ENV. EQUIPMENT, INC.						Total Check Amount: \$459.37
177392	JORDAN LUKE HAMMITT	03/02/2018	27516	110000000	PD REPORT REQ REFUND	\$3.00
JORDAN LUKE HAMMITT						Total Check Amount: \$3.00
177393	HOWARD INDUSTRIES	03/02/2018	5182	490515151	HVAC FILTERS @ FS'S	\$157.55
HOWARD INDUSTRIES						Total Check Amount: \$157.55
177394	MICHAEL HURST	03/02/2018	27515	420000000	CLOSED WATER ACCOUNT	\$64.83
MICHAEL HURST						Total Check Amount: \$64.83
177395	IBM CORPORATION	03/02/2018	24540	950000000	ILJAO COPLNK OCT-DEC	\$31,075.37
IBM CORPORATION						Total Check Amount: \$31,075.37
177396	LISA KATAOKA	03/02/2018	26059	110404542	SISTER ACT:CUPCAKES	\$300.00
LISA KATAOKA						Total Check Amount: \$300.00
177397	KULUVA, ARMIJO & GARCIA	03/02/2018	27522	110000000	REFUND:WITNESS FEES	\$550.00
KULUVA, ARMIJO & GARCIA						Total Check Amount: \$550.00
177398	LATITUDE GEOGRAPHICS GROUP LTD.	03/02/2018	22838	475141471	GEOCORTEX ESSNTLS MNT	\$3,700.00
LATITUDE GEOGRAPHICS GROUP LTD.						Total Check Amount: \$3,700.00
177399	LIFE-ASSIST, INC.	03/02/2018	10530	110222222	MEDICAL SUPPLIES	\$865.01
LIFE-ASSIST, INC.						Total Check Amount: \$865.01
177400	LIMBACH COMPANY LP	03/02/2018	21671	490515151	AC9 REPAIR @ BCC	\$884.00
LIMBACH COMPANY LP						Total Check Amount: \$884.00
177401	JEANNA MAIURI	03/02/2018	27104	420000000	CLOSED WATER ACCOUNT	\$115.49
JEANNA MAIURI						Total Check Amount: \$115.49
177402	HECTOR MARTINEZ	03/02/2018	27517	110	RENTAL DEPOSIT REFUND	\$700.00
HECTOR MARTINEZ						Total Check Amount: \$700.00
177403	NEW YORK LIFE	03/02/2018	18816	830	RENTAL DEPOSIT REFUND	\$244.25
NEW YORK LIFE						Total Check Amount: \$244.25
177404	OCTMA	03/02/2018	12600	110212111	2018 OCTMA ANNL DUES	\$100.00
OCTMA						Total Check Amount: \$100.00
177405	OFFICE DEPOT, INC	03/02/2018	4743	110111151	OFFICE SUPPLIES	\$39.26
		03/02/2018	4743	110141411	OFFICE SUPPLIES	\$46.40
		03/02/2018	4743	110141414	OFFICE SUPPLIES	\$16.28
		03/02/2018	4743	110141481	OFFICE SUPPLIES	\$15.19

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177405	OFFICE DEPOT, INC	03/02/2018	4743	110212111	COFFEE	\$20.00
		03/02/2018	4743	110222211	OFFICE SUPPLIES	\$60.89
		03/02/2018	4743	110404311	OFFICE SUPPLIES	\$348.76
		03/02/2018	4743	110404521	OFFICE SUPPLIES	\$48.15
		03/02/2018	4743	110515111	OFFICE SUPPLIES	\$58.80
		03/02/2018	4743	110515121	OFFICE SUPPLIES	\$22.27
		03/02/2018	4743	110515171	OFFICE SUPPLIES	\$36.44
OFFICE DEPOT, INC					Total Check Amount:	\$712.44
177406	ORANGE COUNTY SHERIFF'S DEPT	03/02/2018	6542	110212111	TRAINING:FTO UPDATE	\$55.00
ORANGE COUNTY SHERIFF'S DEPT					Total Check Amount:	\$55.00
177407	PETTY CASH CUSTODIAN	03/02/2018	12373	110	PETTY CASH REPL 2/21	\$190.96
PETTY CASH CUSTODIAN					Total Check Amount:	\$190.96
177408	PUENTE HILLS FORD	03/02/2018	25742	480515161	FAN ASSY/ MOTOR	\$100.23
PUENTE HILLS FORD					Total Check Amount:	\$100.23
177409	MARY LOU REYES	03/02/2018	27529	110000000	CITATION REFUND	\$306.00
MARY LOU REYES					Total Check Amount:	\$306.00
177410	YOUNGJIN SEO	03/02/2018	27526	110000000	CITATION REFUND	\$41.00
YOUNGJIN SEO					Total Check Amount:	\$41.00
177411	SITMATIC	03/02/2018	24416	430515123	SYNCHROEXEC SEAT	\$595.10
SITMATIC					Total Check Amount:	\$595.10
177412	DEBORAH J SOHN	03/02/2018	27525	110000000	CITATION REFUND	\$41.00
DEBORAH J SOHN					Total Check Amount:	\$41.00
177413	SOUTH COAST AQMD	03/02/2018	10871	480515161	ANNL RENEWAL:BOILERS	\$609.24
SOUTH COAST AQMD					Total Check Amount:	\$609.24
177414	SOUTHWEST SITE SERVICES, INC.	03/02/2018	27518	110000000	REFUND:BL OVERPAYMENT	\$30.00
SOUTHWEST SITE SERVICES, INC.					Total Check Amount:	\$30.00
177415	SPARKLETTS	03/02/2018	3001	110141441	5GAL WTR BOTTLS JAN18	\$432.55
		03/02/2018	3001	110141441	RENTAL JAN 2018	\$94.64
		03/02/2018	3001	110404542	WATER @ CURTIS THEATR	\$9.54
SPARKLETTS					Total Check Amount:	\$536.73
177416	THE CAPTAIN'S SON	03/02/2018	27519	110404321	MFA BIENL EXH OPENING	\$200.00
THE CAPTAIN'S SON					Total Check Amount:	\$200.00
177417	U.S. BANK N.A.	03/02/2018	26621	510707903	ESCROW#133890061 PP19	\$1,500.00
U.S. BANK N.A.					Total Check Amount:	\$1,500.00
177418	URBAN GRAFFITI ENTERPRISES INC.	03/02/2018	4352	110515121	GRAFFTI REMOVAL JAN18	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.					Total Check Amount:	\$2,000.00
177419	JON & KAREN WINK	03/02/2018	22992	110000000	CITATION REFUND	\$46.00
JON & KAREN WINK					Total Check Amount:	\$46.00

City Check Register for: Mar 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Check Subtotal						\$123,946.71
V27549	3SI SECURITY SYSTEM INC	03/02/2018	24530	110212121	TRACKING ANNUAL USAGE	\$1,080.00
3SI SECURITY SYSTEM INC					Total Check Amount:	\$1,080.00
V27550	ADAMSON POLICE PRODUCTS	03/02/2018	4023	110212134	TACTICAL GEAR	\$4,185.55
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$4,185.55
V27551	ALLSTAR FIRE EQUIPMENT	03/02/2018	8353	110222221	GOGGLES/GLOVES	\$1,214.32
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$1,214.32
V27552	ALTERNATIVE HOSE, INC.	03/02/2018	18488	480515161	AIR HOSE/WRNCH/FAUCET	\$158.51
		03/02/2018	18488	480515161	HOSE ASSEMBLY	\$97.30
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$255.81
V27553	ANAHEIM GLASS, INC.	03/02/2018	21760	490515151	REPLACE GYM WNDW @ CC	\$441.54
ANAHEIM GLASS, INC.					Total Check Amount:	\$441.54
V27554	ARC DOCUMENT SOLUTIONS	03/02/2018	23645	110404542	PLOTTER PAPER	\$288.37
ARC DOCUMENT SOLUTIONS					Total Check Amount:	\$288.37
V27555	AVCOGAS PROPANE SALES & SERVICES	03/02/2018	22047	480515161	LIQUID PETROLEUM LPG	\$1,166.03
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,166.03
V27556	BREA DISPOSAL, INC	03/02/2018	3330	440515122	JAN 2018 RES TONNAGE	\$56,445.01
BREA DISPOSAL, INC					Total Check Amount:	\$56,445.01
V27557	BREA TOWING	03/02/2018	16399	110212121	TOWING:LOG# 17-4755	\$1,065.00
BREA TOWING					Total Check Amount:	\$1,065.00
V27558	CALIFORNIA RETROFIT, INC	03/02/2018	4447	110515125	LAMP DISPOSAL	\$160.33
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$160.33
V27559	CALTROP CORPORATION	03/02/2018	24558	510707318	LMBRT/KRMR REHB 1/31	\$420.00
CALTROP CORPORATION					Total Check Amount:	\$420.00
V27560	CANON FINANCIAL SERVICES, INC.	03/02/2018	20648	110141441	13-COPIER LEASE MAR17	\$3,480.64
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,480.64
V27561	CANON SOLUTIONS AMERICA, INC	03/02/2018	15260	110141441	PROP EVID MNT JAN-FEB	\$600.00
		03/02/2018	15260	110141441	PROP EVID USG DEC-JAN	\$94.56
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$694.56
V27562	CLARK SECURITY PRODUCTS, INC.	03/02/2018	20003	490515151	LATCH KIT @ BCC	\$203.08
CLARK SECURITY PRODUCTS, INC.					Total Check Amount:	\$203.08
V27563	DE LAGE LANDEN FINANCIAL SERVICES	03/02/2018	23311	110141441	FS3 COPY MACH LSE FEB	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.20
V27564	DOOLEY ENTERPRISES INC	03/02/2018	5421	110212134	AMMUNITION	\$5,335.25
DOOLEY ENTERPRISES INC					Total Check Amount:	\$5,335.25
V27565	ENTENMANN ROVIN COMPANY	03/02/2018	3457	110212111	PD AWARDS/PINS	\$266.27
		03/02/2018	3457	110212111	PD BADGE	\$76.69

City Check Register for: Mar 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27565	ENTENMANN ROVIN COMPANY	03/02/2018	3457	110212111	PD BADGES	\$173.10
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$516.06
V27566	ENTERPRISE FM TRUST	03/02/2018	15895	110212121	LEASE CH TAHOE FEB18	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V27567	EQUIPMENT DIRECT INC	03/02/2018	4522	110515121	DUST MASK	\$84.05
EQUIPMENT DIRECT INC					Total Check Amount:	\$84.05
V27568	GAIL EVERTSEN	03/02/2018	10141	110212111	MILEAGE:FEB 2018	\$14.17
GAIL EVERTSEN					Total Check Amount:	\$14.17
V27569	TONY FARAH	03/02/2018	24379	110404145	KIDS SELF-DEFENSE	\$7.50
TONY FARAH					Total Check Amount:	\$7.50
V27570	FLEET SERVICES	03/02/2018	5658	480515161	AIR DRYER	\$292.01
FLEET SERVICES					Total Check Amount:	\$292.01
V27571	FUSCOE ENGINEERING, INC.	03/02/2018	18052	110000000	BREA PLUMBING WQMP	\$834.00
		03/02/2018	18052	110000000	WQMP PLAN CHECK OSS	\$870.00
		03/02/2018	18052	410515132	NPDES SVCS NOV/DEC17	\$1,965.54
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$3,669.54
V27572	GRIFFIN STRUCTURES, INC.	03/02/2018	18352	510707903	SPRBLK CONST MGMT JAN	\$8,580.00
GRIFFIN STRUCTURES, INC.					Total Check Amount:	\$8,580.00
V27573	HI SIGN	03/02/2018	4693	110515125	PS2 ENTRANCE SIGN	\$732.70
		03/02/2018	4693	490515151	DECALS/TILES FS1	\$48.49
HI SIGN					Total Check Amount:	\$781.19
V27574	HITECH SOFTWARE INC	03/02/2018	19937	110515125	CAR COUNT MAINT FEB18	\$920.00
HITECH SOFTWARE INC					Total Check Amount:	\$920.00
V27575	JOHN HOETKER	03/02/2018	13825	110212111	POST MGMT CRSE MOD C	\$160.00
JOHN HOETKER					Total Check Amount:	\$160.00
V27576	JOHNSTONE SUPPLY	03/02/2018	4788	490515151	YARD MECHANIC HVAC	\$1,494.49
JOHNSTONE SUPPLY					Total Check Amount:	\$1,494.49
V27577	ALFONS KUNZE	03/02/2018	17789	110212111	TRNG:FTO UPDATE	\$33.59
		03/02/2018	17789	110212111	TRNG:MTL HLTH DEC MKG	\$14.55
ALFONS KUNZE					Total Check Amount:	\$48.14
V27578	KWIK KLEEN	03/02/2018	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN					Total Check Amount:	\$150.00
V27579	LA HABRA FENCE CO., INC.	03/02/2018	3120	410515124	MORNING GLRY STRM DRN	\$1,864.00
		03/02/2018	3120	490515151	INSTL FNCE PANEL @ CC	\$650.00
LA HABRA FENCE CO., INC.					Total Check Amount:	\$2,514.00
V27580	LIBERTY PAINTING & RESTORATION, INC	03/02/2018	25899	490515151	PAINT PROJECT @ S.C.	\$3,180.00
LIBERTY PAINTING & RESTORATION, INC					Total Check Amount:	\$3,180.00
V27581	LINCOLN AQUATICS	03/02/2018	17902	490515151	PLUNGE EQUIPMENT	\$581.03
LINCOLN AQUATICS					Total Check Amount:	\$581.03

City Check Register for: Mar 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27582	LUCAS BUILDERS, INC.	03/02/2018	26671	510707873	TRACKS S2/S3 RR DEC17	\$77,379.60
LUCAS BUILDERS, INC.					Total Check Amount:	\$77,379.60
V27583	SUSAN MARTIN	03/02/2018	23655	110404524	COUNSELING SPVN JAN18	\$2,310.00
SUSAN MARTIN					Total Check Amount:	\$2,310.00
V27584	MARY ANN ALCANCIA	03/02/2018	27073	110141431	INTERMDTE GOVTL ACCTG	\$13.08
MARY ANN ALCANCIA					Total Check Amount:	\$13.08
V27585	MCCARTHY BUILDING COMPANIES, INC.	03/02/2018	26304	510707903	DT SPRBLK PKG #19 JAN	\$28,500.00
MCCARTHY BUILDING COMPANIES, INC.					Total Check Amount:	\$28,500.00
V27586	MARGARITO MENDEZ	03/02/2018	26196	110212111	TRNG:DRIVING ENFCMNT	\$26.57
MARGARITO MENDEZ					Total Check Amount:	\$26.57
V27587	MUNICIPAL EMERGENCY SERVICES	03/02/2018	26685	110222221	FLASH LIGHTS	\$592.95
MUNICIPAL EMERGENCY SERVICES					Total Check Amount:	\$592.95
V27588	MUNICIPAL WATER DISTRICT	03/02/2018	3784	420515131	WATER DELIVERY JAN18	\$90,201.61
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$90,201.61
V27589	PLACEWORKS, INC.	03/02/2018	26720	110323231	CORE WORK:DT DEC 2017	\$4,930.65
		03/02/2018	26720	110323231	CORE WORK:DT NOV 2017	\$7,186.75
PLACEWORKS, INC.					Total Check Amount:	\$12,117.40
V27590	PROJECT DIMENSIONS	03/02/2018	23924	510707873	TRKS S2 CONST MGT DEC	\$9,600.00
PROJECT DIMENSIONS					Total Check Amount:	\$9,600.00
V27591	QUALITY PLACEMENT AUTHORITY, LLC	03/02/2018	27027	110141411	TEMP STAFF 2/12-2/18	\$821.62
QUALITY PLACEMENT AUTHORITY, LLC					Total Check Amount:	\$821.62
V27592	ALFRED RODRIGUEZ	03/02/2018	27489	110212111	TRNG:DNA COLLECTION	\$14.44
ALFRED RODRIGUEZ					Total Check Amount:	\$14.44
V27593	RSG, INC.	03/02/2018	26650	280323215	AFF HSG MONTRNG JAN18	\$301.25
RSG, INC.					Total Check Amount:	\$301.25
V27594	RUSSELL SIGLER INC.	03/02/2018	21638	490515151	HVAC FILTERS @ CCC	\$7.26
		03/02/2018	21638	490515151	HVAC PARTS @ YARD	\$192.69
RUSSELL SIGLER INC.					Total Check Amount:	\$199.95
V27595	SC FUELS	03/02/2018	16654	480515161	REG ETH 4204 GAL	\$11,579.76
SC FUELS					Total Check Amount:	\$11,579.76
V27596	SNAP-ON INDUSTRIAL	03/02/2018	17125	480515161	87PC TORX SET	\$232.64
SNAP-ON INDUSTRIAL					Total Check Amount:	\$232.64
V27597	SO CALIFORNIA ACADEMY OF MUSIC	03/02/2018	19969	110404214	PIANO LESSONS	\$598.50
SO CALIFORNIA ACADEMY OF MUSIC					Total Check Amount:	\$598.50
V27598	WHITNEY SOLENBERGER	03/02/2018	26744	110404215	BECKMAN FITNESS	\$46.00
WHITNEY SOLENBERGER					Total Check Amount:	\$46.00
V27599	SOUTH COAST EMERGENCY VEHICLE SVC	03/02/2018	18619	480515161	FOLD DOWN SEAT SPRING	\$23.75
		03/02/2018	18619	480515161	HANDLE PADDLE	\$77.04
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$100.79

City Check Register for: Mar 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27600	TANGRAM	03/02/2018	21566	470141483	REINFORCING STEELCASE	\$442.77
TANGRAM					Total Check Amount:	\$442.77
V27601	TECHNICOLOR PRINTING	03/02/2018	24354	110404424	T-SHIRTS	\$501.04
TECHNICOLOR PRINTING					Total Check Amount:	\$501.04
V27602	THOMSON REUTERS - WEST	03/02/2018	22020	110212121	WEST INFO CHGS JAN18	\$361.39
THOMSON REUTERS - WEST					Total Check Amount:	\$361.39
V27603	TYLER TECHNOLOGIES, INC.	03/02/2018	25937	951	ILJAOC BRAZOS MNT1819	\$51,371.25
TYLER TECHNOLOGIES, INC.					Total Check Amount:	\$51,371.25
V27604	UNITED ROTARY BRUSH CORPORATION	03/02/2018	16649	480515161	SWEEPER BROOMS (2)	\$204.42
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$204.42
V27605	US METRO GROUP, INC.	03/02/2018	24814	490515151	BRIDAL SHOW PORTERS	\$225.00
US METRO GROUP, INC.					Total Check Amount:	\$225.00
V27606	VENDINI	03/02/2018	24179	110404542	BOX OFFICE PROC JAN18	\$1,532.76
VENDINI					Total Check Amount:	\$1,532.76
V27607	VIRTUAL PROJECT MANAGER	03/02/2018	23508	510707310	SYST MGT FEB 2018	\$50.00
		03/02/2018	23508	510707318	SYST MGT FEB 2018	\$50.00
		03/02/2018	23508	510707873	SYST MGT FEB 2018	\$300.00
		03/02/2018	23508	510707929	SYST MGT FEB 2018	\$100.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$500.00
V27608	VORTEX	03/02/2018	15007	490515151	P2 GATE REPAIR @ CCC	\$335.00
VORTEX					Total Check Amount:	\$335.00
V27609	WALTERS WHOLESALE ELECTRIC	03/02/2018	1667	490515151	ELECTRICAL PARTS@CCC	\$27.28
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$27.28
V27610	ZOLL MEDICAL CORPORATION	03/02/2018	23538	110222222	CABLE ASSY/ECG PGTAIL	\$351.53
		03/02/2018	23538	110222222	LIFEBAND 3-PACK	\$395.98
ZOLL MEDICAL CORPORATION					Total Check Amount:	\$747.51
Voucher Subtotal						\$391,171.42

TOTAL \$515,118.13

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 03/06/2018

SUBJECT: January 2018 Outgoing Payment Log and February 23, 2018 Successor Agency
Check Register - Receive and File.

Attachments

January 2018 Successor Agency Outgoing Payment Log
02-23-18 SA Check Register

Successor Agency to the Brea Redevelopment Agency
Outgoing Payment Log
January 2018

Effective Date	Vendor	Description	Amount
<u>Electronic payments</u>			
1/5/2018	County of Orange	Sale of 323 N. Brea Blvd	\$ 749,741.00
1/9/2018	Bank of New York	2013 Tax Allocation Bonds Debt service payment	10,000,000.00
1/10/2018	Bank of New York	2013 Tax Allocation Bonds Debt service payment	531,539.00
1/10/2018	Bank of New York	2016 B Tax Allocation Bonds Debt service payment	175,893.00
1/10/2018	Bank of New York	2017 A Tax Allocation Refund Bonds Debt service payment	723,534.00
1/10/2018	Bank of New York	2017 B Tax Allocation Refund Bonds Debt service payment	732,421.00
1/10/2018	Bank of New York	2016 A Tax Allocation Bonds Debt service payment	1,294,871.00
			<u>\$ 14,207,999.00</u>

Successor Agency Check Register for: Feb 23, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2555	BANDERA ESTATES	02/23/2018	3121	511626224	SENIOR SUBSIDY MAR18	\$1,016.00
BANDERA ESTATES					Total Check Amount:	\$1,016.00
2556	BREA WOODS SENIOR APARTMENTS	02/23/2018	1955	511626224	SENIOR SUBSIDY MAR18	\$508.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$508.00
2557	BROOKDALE - BREA	02/23/2018	4623	511626224	SENIOR SUBSIDY MAR18	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2558	CITY OF BREA	02/23/2018	1003	511	REIMB COSTS 17/18 JAN	\$15,159.53
CITY OF BREA					Total Check Amount:	\$15,159.53
2559	HERITAGE PLAZA APARTMENTS	02/23/2018	1917	511626224	SENIOR SUBSIDY MAR18	\$1,016.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$1,016.00
2560	HOLLYDALE MOBILE ESTATES	02/23/2018	4250	511626224	SENIOR SUBSIDY MAR18	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2561	HOLLYDALE MOBILE ESTATES	02/23/2018	4577	511626224	SENIOR SUBSIDY MAR18	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2562	KEYSER MARSTON ASSOCIATES, INC.	02/23/2018	2005	813000000	PROF SVCS JAN 2018	\$1,282.50
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$1,282.50
2563	LAKE PARK BREA	02/23/2018	2433	511626224	SENIOR SUBSIDY MAR18	\$2,286.00
LAKE PARK BREA					Total Check Amount:	\$2,286.00
2564	ORANGE VILLA SENIOR APARTMENTS	02/23/2018	2132	511626224	SENIOR SUBSIDY MAR18	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2565	VINTAGE CANYON SENIOR APARTMENTS	02/23/2018	4081	511626224	SENIOR SUBSIDY MAR18	\$1,270.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,270.00

Overall - Total \$23,554.03