



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, March 20, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

- 2. Conference with Legal Counsel - Potential Litigation Pursuant to Government Code Section §54956.9 - One Case - Lagos De Moreno Park/Laurel Elementary Magnet School- City Engineer Kooyman**
- 3. Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Fire Management Association (BFMA), Brea Fire Association (BFA) - Mario Maldonado and Chris Emeterio, Negotiators**
- 4. Conference with Legal Counsel pursuant to Government Code §54956.9(d)(2) - Chris Contreras v. City of Brea, (one case, three claims) WCAB ADJ9528431, ADJ9528440, ADJ9528434 – Compromise and Release (C&R), Mario Maldonado; Negotiator**

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

CALL TO ORDER / ROLL CALL - COUNCIL

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

DISCUSSION ITEM

- 7. Water Lifeline Subsidy Rates Update**

Attachments

Memo

REPORT

- 8. Council Member Report**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

9. **Pledge of Allegiance: Girl Scouts**
10. **Invocation: Steve Chang, Living Hope Community Church**
11. **Proclamation: National Girl Scout Week**
12. **Report - Prior Study Session**
13. **Community Announcements**
14. **Matters from the Audience**
15. **Response to Public Inquiries - Mayor / City Manager**

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.*

16. **Development-Related User Fees** - There will be no Staff presentation or discussion at this meeting. This item is continued to the Regular City Council Meeting of April 3, 2018.

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

CITY COUNCIL - CONSENT

17. **March 6, 2018 Regular City Council Meeting Minutes** - Approve.

Attachments

Minutes

18. **City Manager Employment Agreement** - Adopt Resolution No. 2018-012 Approving Amendment No. 1 to the City Manager Employment Agreement.

Attachments

Resolution and Amendment #1

19. **Final Parcel Map 2016-178, Subdivision Improvement Agreement and Bonds, Site Maintenance and Reimbursement Agreement and Assignment and Novation of Subdivision Improvement Agreement for Brea Place Located on Northwest Corner of State College Boulevard and Birch Street** - 1) Accept Final Parcel Map; 2) Approve Subdivision Improvement Agreement and Bonds; 3) Approve Maintenance and Reimbursement Agreement; and 4) Consent to Assignment and Novation of Subdivision Improvement Agreement.

Attachments

Location Exhibit
Final Parcel Map 2016-178
Subdivision Improvement Agreement (SIA)
Improvement Bonds
Maintenance and Reimbursement Agreement (MRA)
Assignment and Novation Agreement of SIA

20. **Approve Purchase Order for Shot Hole Borer Treatment** - Approve Purchase Order for Polyphagous Shot Hole Borer (PSHB) Treatment from the General Fund in the amount not-to-exceed \$50,000 with West Coast Arborists, Inc.

Attachments

Quotes

21. **Amendment No.1 to Professional Services Agreement with Parsons Transportation Group, Inc. for Design Services and Resolution for Appropriating Additional Funds for the SR-57 & Lambert Road Interchange Improvements, CIP 7251** - Adopt Resolution No. 2018-013 for Appropriating Additional Funds from Fund 560 - Traffic Impact Fees Fund; and Approve Amendment No. 1 to Professional Services Agreement (PSA).

Attachments

Amendment No. 1
Resolution

22. **Adopt Resolution to support the Reducing Crime and Keeping California Safe Act of 2018** - Adopt Resolution No. 2018-14 in support of the Reducing Crime and Keeping California Safe Act of 2018.

Attachments

Resolution

23. **Outgoing Payment Log and March 9 and 16, 2018 City Check Registers** - Receive and file.

Attachments

City Outgoing Payment February
03-09-18 City Check Register

- 24. Monthly Report of Investments for the City of Brea for Period Ending January 31, 2018 -**
Receive and file.

Attachments

Attachment A

CITY/ SUCCESSOR AGENCY - CONSENT

- 25. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment**
Agency for Period Ending January 31, 2018 - Receive and file.

Attachments

Attachment A

ADMINISTRATIVE ANNOUNCEMENTS

- 26. City Manager**

- 27. City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager
DATE: 03/20/2018
SUBJECT: Water Lifeline Subsidy Rates Update

Attachments

Memo



CITY OF BREA
ADMINISTRATIVE SERVICES
DEPARTMENT
Memorandum

To: Bill Gallardo, City Manager
From: Cindy Russell, Administrative Services Director
Faith Madrazo, Revenue and Budget Manager
Alicia Lopez, Fiscal Specialist, Utility Billing
Date: March 20, 2018
Re: Utility Lifeline Rates – Status of Program

Background

The City currently has a Lifeline Rate program for Water, Sewer, and Urban Runoff which provides a discount for low-income customers. The annual cost for this program is approximately \$50,000: \$43,850 for water; \$4,900 for sewer; and \$1,250 for Urban Runoff.

Who is eligible?

Customers who meet the requirements of and are enrolled in one of the following programs:

- Southern California Edison “D-CARE”
- The Gas Company – CARE Discount

Program participants are required to recertify every two (2) years. Approximately, 27 staff hours are spent annually to administer this program.

Sewer & Urban Runoff Lifeline discount

In February 2016, due to lack of available funding, Staff stopped taking new Lifeline customers for Sewer and Urban Runoff. There are 244 accounts which are grandfathered into the Lifeline program for Sewer and Urban Runoff. These customers currently receive a 20% discount off the current fees of \$8.31 and \$2.21 respectively for an approximate annual cost of \$6,150.

How many customers are currently in the Water Lifeline Rate Program?

There are 373 residential accounts that are currently signed-up for the program. This represents about 3% of the City's customers. It is noted that the 373 customers are

made up of 371 residential customers and two (2) mobile home parks (Lake Park Brea and Crestmont). Approximately 5-6 new Water Only Lifeline customers are added monthly. Since last fiscal year, the net total of Water Lifeline customers decreased by 15 due to lifeline customers relocating outside Brea or no longer qualifying for the program.

There are approximately 135 mobile home customers for both parks that are eligible for this lifeline program. The mobile home parks are sub-metered, and the City does not bill the mobile home residents individually. Thus, the lifeline program is administered by the mobile home management company and the discount is coordinated with City staff. The mobile home park applies for the discount based on those particular residents' usage and then passes it through to the residents. The City reimburses the mobile home park for applied lifeline subsidies. The subsidy for the mobile home park residents is approximately \$7,000 annually.

What is the Water Lifeline Rate discount?

Prior to the adoption of the February 2016 Water Rates, the discount was 20% of the fixed meter charge and water usage charges for Tier 1 and Tier 2. Currently, the discount is as follows:

- Fixed Meter charges and Tier 1 (0-10 units) water usage – 20% discount
- Tier 2 water usage (11-20 units) – 10% discount
- Tier 3 water usage (21-30 units) – 5% discount
- Tier 4 water usage (31+ units) – no discount

How much does the average Water Lifeline residential customer save?

Based on the current rates, and the average monthly usage of 12 units, the average lifeline customer is saving \$11.33 monthly or approximately \$136 annually.

For those lifeline customers who are grandfathered into the Sewer & Urban Runoff Program, an additional savings of \$8.76 annually is realized.

Fiscal Impact

For FY 2016-17, the program cost the City approximately \$50,000. If/When, water fixed meter and consumption charges increase, this subsidy is anticipated to increase as well. Pursuant to Proposition 218, the subsidies provided to the customers are not to be absorbed by the Water Utility Fund and are currently funded by the Affordable Housing Trust Fund. However, this funding does not provide direct affordable housing benefits, and therefore it is recommended to not be continued. In order to continue the program, the General Fund would need to provide this subsidy to the rate payers.

Available Options:

- **Phase-out all Utility Lifeline Rates**
- **Eliminate Sewer and/or Urban Subsidies as of a specified effective date (i.e. July 1, 2018)**
- **Eliminate Water Subsidies as of a specified effective date (i.e. July 1, 2018)**
- **Eliminate all Utility Subsidies as of a specified effective date (i.e. July 1, 2018)**
- **No longer accept new Lifeline participants**
- **Continue current subsidies programs**

Staff would like to gather City Council's questions and comments regarding this program. The costs of this program (\$50,000) will be included in the Fiscal Year 2018-19 General Fund Budget. Staff would like to receive specific direction from City Council at the next Budget Update regarding the continuation of this program.

Recommendations for Future Consideration:

The City phase-out the City of Brea Water Lifeline Rates over the next two years as follows:

- **Effective immediately** – no new participants for Water
- **Effective July 1, 2018 (FY 2018-19)**
 - Fixed Meter charges and Tier 1 (0-10 units) water usage – 10% discount
 - Tier 2 water usage (11-20 units) – 5% discount
 - Tier 3 water usage (21-30 units) – no discount
 - Tier 4 water usage (31+ units) – no discount
- **Effective July 1, 2019 (FY 2019-20)**
 - Fixed Meter charges and Tier 1 (0-10 units) water usage – 5% discount
 - Tier 2 water usage (11-20 units) – no discount
 - Tier 3 water usage (21-30 units) – no discount
 - Tier 4 water usage (31+ units) – no discount
- **Effective July 1, 2020 (FY 2021-21)**
 - Elimination of Lifeline Program (Water, Sewer, and Urban Runoff)

During this two year period, the subsidy (with the consideration that consumption habits are consistent and excluding any future rate changes) would be paid for by the City's General Fund and is estimated to be:

- FY 2018-19 \$30,000
- FY 2019-20 \$15,000
- FY 2020-21 \$ 0

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: March 6, 2018 Regular City Council Meeting Minutes - Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

Attachments

Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES March 6, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Closed Session to order at 5:30 p.m., all members were present except for Council Member Vargas.

Mayor Parker announced that Closed Session Item 4 (Conference with Real Property Negotiator Pursuant to Government Code 54956.8 - Chevron) will be heard first due to a conflict of interest for Council Member Vargas who will join the meeting after the item is presented.

Present: Parker, Marick, Hupp, Simonoff, Vargas

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

Council Member Vargas was not present during discussion of this item.

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

Mayor Parker called the Study Session meeting to order at 6:30 p.m., all members were present.

6. Public Comment

None.

7. Clarify Regular Meeting Topics

Regarding Council Member Hupp's question pertaining to Item 23 (Agreement to Provide Motor Fuel), staff stated that the Golf Course fuel tank is owned by the operator and not the City.

Regarding Council Member Hupp's questions pertaining to Item 25 (January 2018 Outgoing Payment Log and February 23 and March 2, 2018 City Check Registers), staff stated that goods are purchased in the City of Brea if the price is lower. City Manager Gallardo noted that staff is encouraged to shop in the City when possible.

Regarding Item 19 (Refuse Contract Modernization and Updates in the Amount Not-to-Exceed \$50,000), Council Member Simonoff stated that he will recuse himself due to a conflict of interest when the item is presented.

DISCUSSION ITEM

8. Senior Subsidy Program Update

Economic Development Manager DeRobbio discussed the background of the program, noted how the subsidy is distributed, provided the year the waiting list ended, specified how many participants are left in the program, and presented possible options to implement at the end of the program.

In response to Council questions, Economic Development Manager DeRobbio noted that there are 88 senior units in the low income program, stated that there are some units in the Senior Subsidy Program that are expiring in 2026, and clarified that housing trust fund dollars can be used to fund the Senior Subsidy Program.

Mayor Parker stated that the item will be brought back to Council for a future policy decision.

REPORT

9. Council Member Report

None.

Mayor Parker adjourned the Study Session meeting at 6:39 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

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

10. Pledge of Allegiance:

Boy Scout Troop 801 led the Pledge of Allegiance.

- 11. Invocation:**
Pastor Steve Chang, Living Hope Community Church delivered the Invocation.
- 12. Presentation:**
City Clerk Harris-Neal provided the Oath of Office to incoming Investment Advisory Committee Member Ho-El Park.
- 13. Report - Prior Study Session**
City Manager Gallardo provided the prior Study Session report.
- 14. Community Announcements**
Council Member Hupp provided the following announcements:
The Brea Community Center's Spring Craft Boutique is Friday, March 10 and Saturday, March 11. Admission is \$2 and parking is free. For more information, call (714) 990-7771. She also announced that the Curtis Theatre is getting ready for the Brea Korea Sister City Cultural Night on March 17 followed by Theatrework's USA "Click, Clack Moo" family presentation April 8. Get your tickets at CurtisTheatre.com
- Mayor Pro Tem Marick announced that "Love Brea" will be on Saturday, April 28. Please register at LoveBrea.org to volunteer, submit a project or donate. She encouraged residents to get involved and stated that last year approximately 500 volunteers completed 24 projects across the city. The day will start with a rally at 8:00 a.m. at the Civic & Cultural Center and will end with a thank you luncheon at the Village at La Floresta.
- Council Member Vargas announced that the Community Emergency Response Team (CERT) series begins April 10 and run through April 28 at the Brea Civic & Cultural Center. Training includes disaster preparedness; fire suppression; first aid; search and rescue techniques; and more. Questions, call (714) 990-7622 or register at CityofBrea.net.
- 15. Matters from the Audience**
Sean Thomas briefly discussed the survivors of the high school shooting in Florida and invited residents to attend the "March For Our Lives" rally on March 24 in Santa Ana to make the future better for students.
- Anita Hynds expressed concern with protestors in the City of Brea.
- Daniel Lluevanos announced that April is organ donor month and invited residents to the "Donate Life - Run/Walk" on Saturday, April 28. For more information go to www.donatelife.org.
- 16. Response to Public Inquiries - Mayor / City Manager**
None.

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**
Paige Montojo presented a PowerPoint that included goals, milestones and achievements, housing activity, building activities, tracks at Brea, water reduction goal, Brea Envisions Community Strategic Plan, and the Brea Core Plan.
- Mayor Parker opened the public comments period.
- Hearing no public comments, Mayor Parker closed the public comment period.

Motion was made by Council Member Simonoff, seconded by Council Member Hupp direct staff to transmit a copy of the report to the State Office of Planning and Research and Department of Housing and Community Development.

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

Passed

18. Landscape and Lighting Maintenance District (LLMD) No. 1 Update

Maintenance Services Superintendent Bowlus presented a PowerPoint that included the LLMD background; current and proposed assessment; cost estimate; potential city wide impacts from special/general benefits; and options.

Council discussed residents that are in agreement with the LLMD, Community Facilities District (CFD) options, common areas that the City is responsible for, how residents are notified of the LLMD increase, meetings with residents, percentage of approval needed from residents, Homeowner Association (HOA) vs LLMD, maintenance reductions, how other Cities manage their LLMD's, and responsibility in the event of a slope failure.

Mayor Parker asked staff to bring the item back to Council to discuss community outreach and options for the residents and the ramifications if the City does not participate in the State defined community benefit.

19. Refuse Contract Modernization and Updates in the Amount Not-to-Exceed \$50,000

Council Member Simonoff recused himself and exited the Council Chambers meeting area.

Public Works Director Olmos presented a PowerPoint that included the background, staff's role, contractor's role, contractor selection process, and added value from HF&H.

In response to Council questions, Public Works Director Olmos stated that staff believes that the initial review time should cost approximately \$15,000, explained why it is vital for an experienced person to review the contract, and clarified that staff will revisit the term of the evergreen contract when the renewal date approaches.

Mayor Parker directed staff to inform the Finance Committee as specific project tasks incur. He noted that due to a conflict of interest, Council Member Simonoff will not sit on Finance Committee when the item is discussed. Mayor Parker, as the alternate Finance Committee member, and Council Member Hupp will attend Finance Committee meetings when refuse related items are presented.

Motion was made by Council Member Hupp, seconded by Council Member Vargas approve a 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.

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

Other: Council Member Simonoff (RECUSE)

Passed

Council Member Simonoff returned to the Council Chambers meeting room.

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

The City Council approved the February 20, 2018 City Council regular meeting minutes.

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

The City Council approved the Grant of Easement (revised) to Southern California Edison.

22. Playground Surfacing at 9 Parks, CIP #7934 and #7939

The City Council awarded a contract to Robertson Industries, Inc. in the amount of \$156,257.87; and authorized 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.

23. Agreement to Provide Motor Fuel

The City Council approved the agreement with SC Fuels, Inc. to provide as-needed motor fuels; and authorized the Purchasing Agent to issue purchase orders in an aggregate not to exceed amount of \$400,000 through December 31, 2018.

24. Sports Park Playground Surfacing, CIP #7935

The City Council awarded a contract to Robertson Industries, Inc. in the amount of \$53,899.44 and authorized 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.

25. January 2018 Outgoing Payment Log and February 23 and March 2, 2018 City Check Registers Received and Filed.

Motion was made by Council Member Hupp, seconded by Council Member Simonoff to approve Consent Calendar Items 20-25.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

26. January 2018 Outgoing Payment Log and February 23, 2018 Successor Agency Check Register Received and Filed.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to approve City/Successor Agency Consent Item 26.

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

Council Member Vargas announced that April is "Light it Up Blue for Autism" Month and stated that his daughter and her family will be moving to Texas.

ADJOURNMENT

Mayor Parker adjourned the General Session at 8:30 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 20th 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: Jim Markman, City Attorney

DATE: 03/20/2018

SUBJECT: City Manager Employment Agreement Amendment No. 1 – Adoption of Resolution No. 2018-012

RECOMMENDATION

Adopt Resolution No. 2018-012 approving Amendment No. 1 to the City Manager's Employment Agreement.

BACKGROUND/DISCUSSION

On July 21, 2015, the City Council promoted William Gallardo to the position of City Manager and approved a three-year employment agreement. The City Council most recently conducted a review of the terms of the current agreement on March 6, 2018. Following the meeting, the City Attorney prepared an amendment to the City Manager's employment agreement as follows:

- Five-Year Term Extension. The contract currently is set to expire on June 30, 2018. The proposed amendment will change the expiration date to June 30, 2023.
- New Procedure for Salary Adjustment Waiver. The contract currently requires that the City Manager's monthly base salary automatically be adjusted so that it is at least 10% greater than the base salary of any other City employee. The proposed amendment will establish a procedure by which the City Manager may waive such an automatic salary adjustment.
- Establishment of Guidelines for City-Provided Automobile. The contract currently requires that the City Manager be supplied with a City Council-approved automobile for his exclusive and unrestricted use. The proposed amendment will establish guidelines for the replacement of the City-provided automobile. Specifically, the guidelines will require that automobile replacement shall be in accordance with the annual Council approved budget for equipment and vehicle replacement, and that any replacement automobile shall satisfy both of the following criteria; (i) has similar equipment and operating specifications as the current City-provided automobile; and (ii) does not have equipment that is only commonly found in public safety vehicles.

FISCAL IMPACT/SUMMARY

The proposed amendment will not change the City Manager's current salary, which was last increased July 2, 2016 pursuant to the automatic adjustment provision of the employment agreement.

In consideration of the current financial challenges facing the City of Brea, on December 11, 2017 the City Manager waived a 3.2% salary increase that was due to him pursuant to the same automatic provision.

RESPECTFULLY SUBMITTED:

Prepared by: Terence Boga, Deputy City Attorney

Concurrence: James Markman, City Attorney

Attachments

Resolution and Amendment #1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING AMENDMENT NO. 1 TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

A. RECITALS:

(i) On July 21, 2015, the City Council unanimously promoted William Gallardo to the position of City Manager and approved a three-year Employment Agreement. A copy of the City Manager's Employment Agreement is attached as Exhibit A.

(ii) On March 6, 2018, the City Council conducted a performance evaluation of the City Manager and directed the City Attorney to prepare an amendment to the City Manager's Employment Agreement. The proposed Amendment No. 1 is attached as Exhibit B and will: (i) provide for a five-year extension of the term; (ii) establish a procedure by which the City Manager may waive the existing provision requiring an automatic salary adjustment to maintain at least a 10% differential with the base salary of any other City employee; and (iii) provisions for replacement of the City-provided automobile.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

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

1. The City Council approves the attached Amendment No. 1 to the Employment Agreement and authorizes the Mayor to execute such Amendment No. 1 on the City's behalf.

2. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 20th day of March, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council of the City of Brea held on the 20th day of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

EXHIBIT A
City Manager Employment Agreement

(attached)

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 21ST day of July 2015, by and between the CITY OF BREA, California, a Municipal Corporation, hereinafter called the "City," and WILLIAM GALLARDO, hereinafter called "Employee."

RECITALS

A. City desires to retain the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee;
- (2) Encourage the highest standards of fidelity and public service on the part of Employee; and
- (3) Provide a just means for terminating Employee's employment and this Agreement when City may desire to do so.

C. The parties further desire to establish the Employee's conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City hereby employs Employee as City Manager of City and Executive Director of the City of Brea Successor Agency to perform the functions and duties of the City Manager and Executive Director as specified in City's Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule consistent with that approved by the City Council for other management employees of the City. Employee's duties may involve expenditures of time in excess of nine (9) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective July 4, 2015, and will remain in force and effect until close of business on June 30, 2018 unless the term hereof is extended by mutual agreement of City and Employee.

4. Salary. City shall pay Employee for the performance of Employee's duties under this Agreement a starting monthly base salary of \$17,777.75, less customary and legally required

payroll deductions, provided that effective July 2, 2016, Employee's salary shall be adjusted if necessary to be set and then shall be permanently maintained at a level at least ten (10) percent greater than the base salary of any other City employee. Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 9. of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all Executive Management employees of the City.

5. Benefits. Employee shall make the same P.E.R.S. contribution and receive the same benefits, including leave accruals and cash out provisions, holidays and other benefits on the same terms and conditions as provided to other Executive Management employees, with the following exceptions:

- a. *Deferred Compensation* – City shall contribute a match of Employee's contribution up to 5% of Employee's base salary into employee's 401 plan or his 457 plan.
- b. Employee shall be provided up to 60 hours per year of administrative leave.

6. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

7. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities, International City/County Management Association, American Society for Public Administration, and California City Management Foundation. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

8. Provision of Automobile. Employee's duties require the exclusive and unrestricted use at all times during the duration of this Agreement of an automobile provided by the City, by either lease or purchase of the vehicle. City shall be responsible for paying liability, property damage and comprehensible insurance, all operation, maintenance, repair and replacement costs of such an automobile. Any automobile supplied to Employee during the term hereof shall be approved by the City Council.

9. Performance Evaluation. The City Council shall review and evaluate Employee's performance on or before July 1, 2016 and then at least once annually. The City Council and

Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee shall be afforded an adequate opportunity to discuss each evaluation with the City Council and may request, in advance of the evaluation, that the City retain a facilitator mutually acceptable to the City and Employee, paid for by City, to conduct the evaluation.

10. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

11. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Employee shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

12. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) This Agreement may be terminated by City upon delivery of notice to Employee, with or without cause subject only to the requirements of paragraph 13 below. Notice of termination (Employee's resignation) to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Brea
One Civic Center Circle
Brea, CA 92821

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to give City not less than 30 calendar days' written notice of his resignation. The City also agrees to provide Employee written notice of intent to terminate not less than 30 calendar days of the effective date of his termination. Further, Employee shall not be removed from office, other than for cause or a ground or grounds delineated in Exhibit "A" hereto, during or within a period of one hundred twenty days succeeding any general or special municipal election in which a new city councilmember is elected, or when a new city councilmember is appointed.

(D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

13. Termination and Severance. City may terminate this contract without cause only upon a three-fifths vote of the entire City Council. If City terminates this Contract without such cause as hereinafter defined, then City shall pay Employee an amount equal to six (6) months base salary plus the value of benefits and CALPERS retirement service credit accrual for six months as severance if such notice is given prior January 1, 2018. If given thereafter, the amount of severance shall be based upon the provisions of California Government Code Section 53260(a). City may terminate this contract with cause at any time upon a three-fifths vote of the entire City Council, upon any of the grounds delineated in Exhibit "A" hereto. Employee shall have no right to receive any severance if terminated for cause.

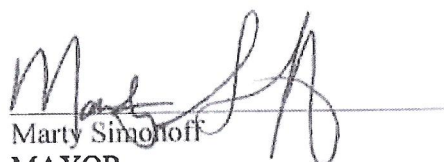
14. Option to Return to Prior Position; Legal Defense. If any initiative measure adopted in City is finally determined in a Judgment of a Court of competent jurisdiction to reduce any salary or benefit afforded to Employee in this Agreement or to restrict Employee's residential location of his choice, Employee may opt in writing filed with the City Clerk within sixty (60) days of the entry of said Final Court Judgment to resume his functions as City's Assistant City Manager and Finance Director forthwith. In any litigation referred to in this section 14, City shall provide to Employee all legal services necessary to protect Employee's rights conferred in this Agreement.

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

EMPLOYEE


William Gallardo
CITY MANAGER

CITY OF BREA


Marty Simonoff
MAYOR

Approved as to form:


James Markman
CITY ATTORNEY

ATTEST:

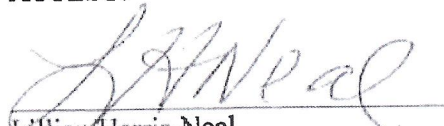

Lillian Harris-Neal
CITY CLERK

EXHIBIT "A"

GROUND FOR TERMINATION

1. Incompetency such as failure to comply with the minimum standards for Employee's position for a significant period of time.
2. Neglect of duty, such as failure to timely perform the duties required of Employee's position or failure to implement policy directions of the City Council.
3. Dishonesty involving employment.
4. Being under the influence of alcohol or intoxicating drugs while on duty.
5. Addiction to or habitual use of alcoholic beverages, narcotics or any habit forming non-prescription drug which renders it more difficult for Employee to deliver public service.
6. Absence without leave.
7. Conviction of a crime or conduct constituting a violation of state law which renders it more difficult for Employee to deliver public service.
8. Improper or unauthorized use of City property.
9. Employee's failure to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.
10. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of Employee's assigned duties.
11. Falsification of any City report or record or of any report or record required to be, or, filed by Employee.
12. A breach of Employee's employment agreement.

EXHIBIT B
Amendment No. 1 to City Manager Employment Agreement

(attached)

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 ("First Amendment") to the July 21, 2015 Employment Agreement ("Agreement") executed by the City of Brea, a California municipal corporation ("City"), and William Gallardo ("Employee"), is dated March 20, 2018 for reference purposes.

R E C I T A L S

A. The parties executed the Agreement to: provide for City's retention of the services of Employee in the position of City Manager for a three-year term; encourage the highest standards of fidelity and public service on the part of Employee; provide a just means for terminating Employee's employment and the Agreement when City may desire to do so; and establish Employee's conditions of employment.

B. The parties desire to amend the Agreement to: extend the term by five years; establish a procedure by which Employee may waive an automatic salary adjustment that otherwise would maintain a 10% separation between Employee's salary and the highest base salary of any other City employee; and provisions for replacement of City-provided automobile.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Section 3.** Section 3 ("Term") of the Agreement is amended to read as follows:

"3. **Term.** This Agreement shall be effective July 4, 2015, and will remain in force and effect until close of business on June 30, 2023 unless the term hereof is extended by mutual agreement of City and Employee."

2. **Amendment of Section 4.** Section 4 ("Salary") of the Agreement is amended to read as follows:

"4. **Salary.**

(A) Subject to adjustment as provided in this paragraph 4, City shall pay Employee for the performance of Employee's duties under this Agreement a starting monthly base salary of \$19,402.93, less customary and legally required payroll deductions.

(B) Effective July 2, 2018, Employee's monthly base salary shall automatically be adjusted if necessary to be set, and then shall automatically be permanently maintained, at a level at least ten (10) percent greater than the maximum base salary specified in the executive compensation plan established by City Council resolution unless Employee waives a particular adjustment. Any such waiver shall: (i) be delivered in a notice to the City Council within ten (10) days of the effective date of a City Council resolution increasing the maximum base salary in the executive compensation plan; and (ii) apply only to the particular automatic adjustment referenced in the notice.

(C) Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 9 below. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all Executive Management employees of the City."

3. **Amendment of Section 8.** Section 8 ("Provision of Automobile") is amended to read as follows:

"8. **Provision of Automobile.** Employee's duties require the exclusive and unrestricted use at all times during the duration of this Agreement of an automobile provided by the City, by either lease or purchase of the vehicle. City shall be responsible for paying liability, property damage and comprehensible insurance, all operation, maintenance, repair and replacement costs of such an automobile. Automobile replacement shall be in accordance with the annual Council approved budget for equipment and vehicle replacement, and any replacement automobile shall satisfy both of the following criteria: (i) has similar equipment and operating specifications as the current City-provided automobile; and (ii) does not have equipment that is only commonly found in public safety vehicles."

4. **Preservation of Agreement.** Except as expressly modified or supplemented by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect.

EXECUTED:

EMPLOYEE

CITY OF BREA

William Gallardo
CITY MANAGER

Glenn Parker
MAYOR

Approved as to form:

Attest:

James Markman
CITY ATTORNEY

Lillian Harris-Neal
CITY CLERK

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Final Parcel Map 2016-178, Subdivision Improvement Agreement and Bonds, Site Maintenance and Reimbursement Agreement, and Assignment and Novation of Subdivision Improvement Agreement with City Consent for Brea Place Located on the Northwest Corner of State College Boulevard and Birch Street.

RECOMMENDATION

1. Accept Final Parcel Map.
2. Approve Subdivision Improvement Agreement and Bonds.
3. Approve Maintenance and Reimbursement Agreement.
4. Approve Assignment and Novation of Subdivision Improvement Agreement with City Consent.

BACKGROUND/DISCUSSION

The proposed development, Brea Place ("Project"), is located on the north side of Birch Street and on both west and east sides of State College Boulevard. The Project is proposed to construct a mixed-used development on the area west of State College Boulevard (Site 1) and a hotel development on the area east of State College Boulevard (Site 2). Refer to Exhibit 'A' for the project location and boundary. The recommended actions are specifically for Site 1 of the Project.

The mixed-use development on Site 1 is approximately 17.4 acres and consists of two multi-story apartment buildings with a total of 653 multi-family residential units and 5,000 square feet of commercial units. The existing two multi-story business buildings are to remain and the existing two-level parking structure will be expanded from two to four levels. In addition to the proposed development, the mixed-use development on Site 1 also includes a tentative parcel map (TPM 2016-178) to re-configure and consolidate eight (8) existing parcels into five (5) new parcels.

On June 27, 2017, the Planning Commission conditionally approved TPM 2016-178 pursuant to Resolution No. PC 2017-05, the hotel development pursuant to Resolution No. PC 2017-06 and the mixed-use development pursuant to Resolution No. PC 2017-07. As part of TPM 2016-178 approval, the property owners are conditioned to construct a right-turn lane on southbound State College Boulevard at Birch Street, relocate an existing 60-inch storm drain line that crosses the northerly Project area, modify existing traffic signals along with striping on State College Boulevard and install a new traffic signal and striping on Birch Street. Additionally, the Project will modify eleven (11) signalized intersections within the Birch Street and State College Blvd. corridors with an adaptive traffic control system. Furthermore, the off-site improvements

also include planting additional trees and constructing a pedestrian path within the Tracks at Brea property owned by the City located on the north side of Site 1.

In November 2017, BPAP Northwest Land LLC, BPAP Southwest Land LLC, and BPAP West 135 and 145 LLC, each a Delaware limited liability company (collectively "the owner/subdivider") submitted an application to process the Final Parcel Map 2016-178 ("Map"). In order to process the Map for approval, the owner/subdivider is required to enter into a Subdivision Improvement Agreement ("SIA") and post a performance, payment, and munumentation bond pursuant to the Conditions of Approval ("COA") under Resolution PC 2017-05.

The owner/subdivider has complied with this requirement and submitted a signed SIA with associated performance and payment bonds both in the amount of One Million, Four Hundred Two Thousand, and Twenty-Two Dollars (\$1,402,022) and a monumentation bond in the amount of Nine Thousand Five Hundred Dollars (\$9,500) to guarantee construction of the aforementioned improvements associated with the Map. Furthermore, the owner/subdivider submitted the required improvement plans, which have been reviewed and approved by the City Engineer.

Also, as part of the TPM COA, the property owner is conditioned to plant additional trees and modify the irrigation system within the City owned Tracks at Brea property fronting the Project, as well as constructing a pedestrian path connecting the property to the existing trail. Therefore, in order to guarantee this Map condition, Brea Place Acquisition Partners LLC, a Delaware limited liability company ("Master Developer") has entered into a Maintenance and Reimbursement Agreement ("MRA") with the City. The MRA stipulates that the property owners or its master association will be responsible to reimburse City for the costs associated with maintenance, repair, and replacement of the proposed trees. Furthermore, the provisions within the MRA runs with the land and is binding upon each Owner of the parcels within the Map. The property owners or its master association will also be responsible for the maintenance of the proposed pedestrian path, including graffiti removal. The MRA has been reviewed and approved as to form by the City Attorney's office.

Furthermore, the current owner/developer are currently in the process of a sales/recapitalization property transaction ("Conveyance") of certain parcels within Site 1 with a new entity (Avalon Brea Place, LLC), which was formed on January 17, 2018. The completion of this transaction is pending the recordation of the Map. The SIA, which is being considered for the City Council approval herewith, requires the property owners to obtain City's consent prior to assigning the SIA to a new entity. Therefore, the owner/subdivider have requested the City's approval of the Assignment and Novation of Subdivision Improvement Agreement with City Consent document ("ANA") to assign the SIA to Avalon Brea Place, LLC upon recordation of the Map. The ANA has been reviewed and accepted as to form by the City Attorney's office. The City Attorney will prepare the necessary escrow instructions for final processing of the unconditional consent to the SIA assignment, which will be delivered to the escrow officer for the Conveyance. The instructions would condition the delivery of the consent upon the occurrence of the following by a specified date/deadline:

1. Closing of the Conveyance;
2. Escrow officer's confirmation via email to the City Clerk and City Engineer that:
 - a) Assignor is not in default under the SIA;
 - b) SIA security (Bonds) have been replaced/modified consistent with the assumption of the SIA by the assignee; and
 - c) Assignee has provided evidence that it has the insurance as required by the SIA it is assuming.

Additionally, pursuant to the City Municipal Code Section 18.64.100, and as part of the Map COA, the Project will pay a fee In-lieu of dedicating land for public facility purposes. The required park in-lieu fee is in the amount of Three Million, Six Hundred Sixty-Three Thousand, Nine Hundred and Eighty-Three Dollars (\$3,663,983), which is based on the 653 multi-family residential units. This fee will be paid prior to recordation of the Map in accordance with City Development Fee schedule, which will be added to the escrow instructions for the Conveyance.

Finally, pursuant to Resolution PC 2017-07 COA, the Project applicant is required to provide the Covenants, Conditions, and Restrictions ("CC&R") for the properties associated with the development as created for the Brea Place Master Association for the review and approval by the City. Said CC&R's was provided to the City staff and City Attorney for review which found the document to be in conformance with the requirements of Resolution PC 2017-07 COA. The CC&R's will be recorded within 30 days of the date of the approval of the Map.

FISCAL IMPACT/SUMMARY

The applicant for the Project has paid the required plan, Map, and document review fees and the development account is considered current. Performance and Payment Bonds in the amount of \$1,402,022 each guaranteeing the completion of the required improvements within the SIA have been posted as well as the Monumentation Bond in the amount of \$9,500. The Park-in-Lieu fees in the amount of \$3,663,983 will be paid prior to the recordation of the Map. Therefore, there is no impact to the General Fund related to this City Council action.

The Project proposes to construct a mixed-used development on the area west of State College Boulevard (Site 1) pursuant to the Resolutions PC 2017-05 (TPM) and PC 2017-07 (mixed-use). This Map consolidates the existing eight (8) parcels into five (5) new parcels on Site 1 of the Project. One of the proposed apartment buildings is to be constructed on Parcel 1, the existing parking structure is to be located on Parcel 2, the existing multi-story business buildings are to be located on Parcel 3 and 4, and the other proposed apartment building is to be constructed on Parcel 5 of the Map. The owner/subdivider has entered into a SIA and provided the required bonds to guarantee the construction of the improvements pursuant to the COA within Resolution No. PC 2017-05. Additionally, the Master Developer has entered into a MRA for the future maintenance of the trees and pedestrian path proposed to be installed within the City-owned Tracks at Brea property. Also, pursuant to the terms within the SIA, which is pending City Council approval, the current owner/subdivider is seeking City Council's consent to assign the SIA to a new entity Avalon Brea Place, LLC, which will occur upon recordation of the Map as part of the Conveyance with escrow instructions as provided by the City Attorney.

The Map is anticipated to be approved by the County Surveyor's office for technical correctness and the City Engineer has determined the Map to be in compliance with Subdivision Map Act, in conformance with the Tentative Parcel Map and with City Ordinances. The SIA and Bonds have been reviewed by the staff and approved as to form by City Attorney's office. Both MRA and ANA have been reviewed by the staff and approved as to form by City Attorney's office. Hence, staff is recommending the City Council consider accepting the Map, approving the SIA and Bonds, approving the MRA and approving the ANA with City Consent for the Project.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

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

Attachments

Location Exhibit

Final Parcel Map 2016-178

Subdivision Improvement Agreement (SIA)

Improvement Bonds

Maintenance and Reimbursement Agreement (MRA)

Assignment and Novation Agreement of SIA



LOCATION EXHIBIT

Legend:

— Property Boundary



Scale: 1 in = 270 ft

Printed 1/8/2018

SHEET 1 OF 5 SHEETS
AREA: 17.388 ACRES (GROSS)
AREA: 17.360 ACRES (NET)
(BEING ALL OF TENTATIVE
PARCEL MAP NO. 2016-178)
TOTAL PARCELS: 5 NUMBERED
DATE OF SURVEY: 09/27/2017

PARCEL MAP NO. 2016-178

IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 THROUGH 8 OF PARCEL MAP NO. 87-267 AS
SHOWN ON A MAP FILED IN BOOK 224, PAGES 34 THROUGH 38 OF PARCEL MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY

P S O M A S

JEREMY L. EVANS, P.L.S. 5282

ACCEPTED AND FILED AT THE
REQUEST OF

CHICAGO TITLE COMPANY

DATE _____

TIME _____ FEE \$ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN
THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND
RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC STREET AND PUBLIC UTILITY
PURPOSES, STATE COLLEGE BOULEVARD, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF BREA:

- THE EASEMENT FOR STORM DRAIN PURPOSES, AS SHOWN ON SAID MAP.
- THE EASEMENT FOR DOMESTIC WATER SYSTEM AND APPURTENANCES AND
ACCESS PURPOSES, AS SHOWN ON SAID MAP.
- THE EASEMENT FOR TRAFFIC SIGNAL PURPOSES, AS SHOWN ON SAID MAP.

BPAP NORTHWEST LAND LLC,
EACH A DELAWARE LIMITED LIABILITY COMPANY

BY: BREA PLACE ACQUISITIONS PARTNERS LLC, ITS SOLE MEMBER
BY: HINES BREA PLACE ACQUISITIONS PARTNERS LLC, ITS MANAGING MEMBER
BY: HINES BREA PLACE ASSOCIATES LIMITED PARTNERSHIP, ITS SOLE MEMBER
BY: HINES INVESTMENT MANAGEMENT HOLDINGS LIMITED PARTNERSHIP, ITS
GENERAL PARTNER
BY: HIMH GP LLC, ITS GENERAL PARTNER
BY: HINES REAL ESTATE HOLDINGS LIMITED PARTNERSHIP, ITS SOLE MEMBER
BY: JCH INVESTMENTS, INC., ITS GENERAL PARTNER

BY: _____

NAME: Raymond Lawler

TITLE: Senior Managing Director

BPAP WEST 135 AND 145 LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: BREA PLACE IMPROVED PROPERTY HOLDINGS LLC, ITS SOLE MEMBER
BY: BREA PLACE ACQUISITIONS PARTNERS LLC, ITS SOLE MEMBER
BY: HINES BREA PLACE ACQUISITIONS PARTNERS LLC, ITS MANAGING MEMBER
BY: HINES BREA PLACE ASSOCIATES LIMITED PARTNERSHIP, ITS SOLE MEMBER
BY: HINES INVESTMENT MANAGEMENT HOLDINGS LIMITED PARTNERSHIP, ITS GENERAL
PARTNER
BY: HIMH GP LLC, ITS GENERAL PARTNER
BY: HINES REAL ESTATE HOLDINGS LIMITED PARTNERSHIP, ITS SOLE MEMBER
BY: JCH INVESTMENTS, INC., ITS GENERAL PARTNER

BY: _____

NAME: Raymond Lawler

TITLE: Senior Managing Director

AVALON BREA PLACE (PHASE I), LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: AVALON BREA PLACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER
BY: AVALON BREA PLACE MEMBER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS
SERIES A MEMBER
BY: AVALONBAY COMMUNITIES, INC., A MARYLAND CORPORATION, ITS SOLE MEMBER

BY: _____

NAME: Mark Janda

TITLE: SVP, Development

BENEFICIARY STATEMENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS PARTICIPATION CUSTODIAL AGENT, FOR
THE BENEFIT OF THE PARTICIPATION A-1 HOLDER AND THE PARTICIPATION A-2 HOLDER IN
ACCORDANCE WITH THEIR RESPECTIVE RIGHTS UNDER THE PARTICIPATION AGREEMENT AND
FUTURE FUNDING INDEMNIFICATION AGREEMENT

BY: CT INVESTMENT MANAGEMENT CO., LLC, AS SPECIAL SERVICER,
BENEFICIARY UNDER DEEDS OF TRUST, RECORDED MAY 23, 2014 AS INSTRUMENT NO.
2014000201799, RECORDED JULY 29, 2014 AS INSTRUMENT NO. 2014000302868,
RECORDED DECEMBER 4, 2015 AS INSTRUMENT NO. 2015000619005, RECORDED DECEMBER
9, 2016 AS INSTRUMENT NO. 2016000624614, RECORDED DECEMBER 22, 2017 AS
INSTRUMENT NO. 2017000553770, AND RECORDED FEBRUARY 6, 2018 AS INSTRUMENT NO.
2018000041896, ALL OF OFFICIAL RECORDS

BY: _____

PRINT NAME: THOMAS RUFFING

PRINT TITLE: MANAGING DIRECTOR

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS
AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE,
COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES,
EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE
SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT
OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS
MAP.

DATED THIS _____ DAY OF _____, 2018.

SHARI L. FREIDENRICH,

COUNTY TREASURER-TAX COLLECTOR

BY: _____

TREASURER-TAX COLLECTOR

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES AT THE REQUEST OF BPAP WEST 135 AND 145 LLC, A
DELAWARE LIMITED LIABILITY COMPANY; BPAP NORTHWEST LAND LLC, A DELAWARE
LIMITED LIABILITY COMPANY; BPAP SOUTHWEST LAND LLC, A DELAWARE LIMITED
LIABILITY COMPANY, IN SEPTEMBER 2017. I HEREBY STATE THAT ALL MONUMENTS ARE
OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE
SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, AND
THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I
HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED
OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Jeremy L. Evans
JEREMY L. EVANS, P.L.S. 5282
PROFESSIONAL LAND SURVEYOR,
STATE OF CALIFORNIA

3-13-2018
DATED:



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL
MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH
AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2018.

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
L.S. 8402

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH,
AMENDED, AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF
THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2018.

STEVE P. KOOYMAN, R.C.E. 55757
CITY ENGINEER, CITY OF BREA
EXPIRATION DATE 12/31/2018

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF BREA

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE
CITY COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF
HELD ON THE _____ DAY OF _____, 2018, AND THAT
THE THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND
ENTERED, APPROVE SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC STREET
AND PUBLIC UTILITY PURPOSES, STATE COLLEGE BOULEVARD, AS SHOWN ON
SAID MAP.

AND DID ACCEPT ON BEHALF OF THE CITY OF BREA:

1. THE EASEMENT FOR STORM DRAIN PURPOSES, AS SHOWN ON SAID MAP.
2. THE EASEMENT FOR DOMESTIC WATER SYSTEM AND APPURTENANCES
AND ACCESS PURPOSES, AS SHOWN ON SAID MAP.
3. THE EASEMENT FOR TRAFFIC SIGNAL PURPOSES, AS SHOWN ON SAID
MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF
SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTIONS 66499.20.2 AND
66445(j) OF THE SUBDIVISION MAP ACT, THE EASEMENTS FOR STORM DRAIN
AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH
WERE ACQUIRED BY THE CITY OF BREA PER PARCEL MAP NO. 87-267
FILED IN BOOK 224, PAGES 34 THROUGH 38, OF PARCEL MAPS, RECORDS
OF ORANGE COUNTY.

DATED THIS _____ DAY OF _____, 2018.

LILLIAN HARRIS-NEAL, CITY CLERK
CITY OF BREA

NOTE:
SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

SHEET 2 OF 5 SHEETS
AREA: 17.388 ACRES (GROSS)
AREA: 17.360 ACRES (NET)
(BEING ALL OF TENTATIVE
PARCEL MAP NO. 2016-178)
TOTAL PARCELS: 5 NUMBERED
DATE OF SURVEY: 09/27/2017

PARCEL MAP NO. 2016-178

IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA

P S O M A S

JEREMY L. EVANS, P.L.S. 5282

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
NEW YORK
NEW YORK

ON THIS 12th DAY OF March, BEFORE ME Rebecca Nyahay, A NOTARY PUBLIC, PERSONALLY APPEARED Thomas C. Ruttingu

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.
Rebecca Nyahay
NOTARY PUBLIC IN AND FOR SAID STATE
Rebecca Nyahay
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN NEW YORK COUNTY.
MY COMMISSION EXPIRES: 9/28/19
MY COMMISSION NO. 01NY6330934

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON THIS 13th DAY OF March, BEFORE ME Andrée LeCaron Keith, A NOTARY PUBLIC, PERSONALLY APPEARED Raymond Lawler

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.
Andrée LeCaron Keith
NOTARY PUBLIC IN AND FOR SAID STATE
Andrée LeCaron Keith
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN orange COUNTY.
MY COMMISSION EXPIRES: 3/21/21
MY COMMISSION NO. 2198289

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON THIS 13 DAY OF March, BEFORE ME Andrée LeCaron Keith, A NOTARY PUBLIC, PERSONALLY APPEARED Mark Sanda

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.
Andrée LeCaron Keith
NOTARY PUBLIC IN AND FOR SAID STATE
Andrée LeCaron Keith
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN orange COUNTY.
MY COMMISSION EXPIRES: 5/21/21
MY COMMISSION NO. 2198289

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON THIS DAY OF, BEFORE ME, A 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.
NOTARY PUBLIC IN AND FOR SAID STATE
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.
MY COMMISSION EXPIRES:
MY COMMISSION NO.

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON THIS DAY OF, BEFORE ME, A 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.
NOTARY PUBLIC IN AND FOR SAID STATE
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.
MY COMMISSION EXPIRES:
MY COMMISSION NO.

SHEET 3 OF 5 SHEETS
AREA: 17.388 ACRES (GROSS)
AREA: 17.360 ACRES (NET)
(BEING ALL OF TENTATIVE
PARCEL MAP NO. 2016-178)
TOTAL PARCELS: 5 NUMBERED
DATE OF SURVEY: 09/27/2017

PARCEL MAP NO. 2016-178

IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA
P S O M A S
JEREMY L. EVANS, P.L.S. 5282

EASEMENT NOTES:

- AN EASEMENT FOR PIPE LINE PURPOSES IN FAVOR OF PACIFIC COAST OIL COMPANY
RECORDED JUNE 25, 1902 IN BOOK 75, PAGE 254 OF DEEDS.
(SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD)
- A** AN EASEMENT FOR PIPE LINE PURPOSES IN FAVOR OF THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA RECORDED IN AUGUST 07, 1940 IN BOOK 1053, PAGE 379 OF
OFFICIAL RECORDS.
- B** EASEMENTS FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON
COMPANY RECORDED APRIL 26, 1985 AS INSTRUMENT NO. 85-149888 OF OFFICIAL RECORDS.
STRIP OF LAND 15' WIDE DESCRIBED AS STRIP NO. 2 ON SAID DOCUMENT. **TO BE
QUITCLAIMED PER SEPARATE INSTRUMENT.**
- C** AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON
COMPANY RECORDED JULY 25, 1986 AS INSTRUMENT NO. 86-323495 OF OFFICIAL RECORDS.
- D** EASEMENTS FOR INGRESS, EGRESS AND ROAD AND INCIDENTAL PURPOSES IN FAVOR OF THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JANUARY 29, 1987 AS
INSTRUMENT NO. 87-052002 OF OFFICIAL RECORDS. PARCEL B AS DESCRIBED IN SAID
DOCUMENT. **TO BE QUITCLAIMED PER SEPARATE INSTRUMENT.**
- E** EASEMENTS FOR RECREATIONAL TRAIL PURPOSES IN FAVOR OF THE CITY OF BREA DEDICATED
NOVEMBER 30, 1984 ON PARCEL MAP NO. 84-1169, IN BOOK 193, PAGES 32 THROUGH 33
OF OFFICIAL RECORDS.
- F** EASEMENTS FOR RECIPROCAL ACCESS PURPOSES IN FAVOR OF THE OWNERS OF PARCELS 1
& 4 AS SHOWN ON PARCEL MAP NO. 87-267, IN BOOK 224, PAGES 34 THROUGH 38 OF
OFFICIAL RECORDS.
EASEMENTS FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON
COMPANY RECORDED NOVEMBER 23, 1987 AS INSTRUMENT NO. 87-656138 OF OFFICIAL
RECORDS. (SAID EASEMENTS ARE NOT PLOTTABLE FROM THE RECORD).
- G** EASEMENTS FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON
COMPANY RECORDED MAY 26, 1987 AS INSTRUMENT NO. 87-293666 OF OFFICIAL RECORDS.
TO BE QUITCLAIMED PER SEPARATE INSTRUMENT.
- H** EASEMENTS FOR STORM DRAIN PURPOSES IN FAVOR OF CITY OF BREA DEDICATED ON
PARCEL MAP NO. 87-267, IN BOOK 224, PAGES 34 THROUGH 38, INCLUSIVE, OF OFFICIAL
RECORDS. **TO BE ABANDONED HEREON.**
- I** AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON
COMPANY RECORDED FEBRUARY 28, 1989 AS INSTRUMENT NO. 89-103370 OF OFFICIAL
RECORDS. **TO BE QUITCLAIMED PER SEPARATE INSTRUMENT.**
- J** EASEMENTS FOR WATER AND RECIPROCAL ACCESS PURPOSES IN FAVOR OF CITY OF BREA
DEDICATED ON PARCEL MAP NO. 87-267, IN BOOK 224, PAGES 34 THROUGH 38, INCLUSIVE, OF
OFFICIAL RECORDS. **TO BE ABANDONED PER SEPARATE INSTRUMENT, IN THE FUTURE.**

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT
OF EASEMENTS FOR BREA PLACE RECORDED OCTOBER 6, 2017 AS INSTRUMENT NO.
2017000427769 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE).

RELEASE AND RELINQUISH ALL PEDESTRIAN AND VEHICULAR ABUTTER'S RIGHT OF ACCESS
ALONG BIRCH STREET AND STATE COLLEGE BOULEVARD, EXCEPT AT DRIVEWAYS AND
GENERAL PATH OF TRAVEL AS SHOWN ON PARCEL MAP 87-267, BOOK 224, PAGE 34
THROUGH 38, INCLUSIVE, OF OFFICIAL RECORDS.

SIGNATURE OMISSIONS NOTE:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION
MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED. THEIR INTEREST IS
SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT
REQUIRED BY THE LOCAL AGENCY.

PACIFIC COAST OIL COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES, TELEGRAPH
OR TELEPHONE LINES RECORDED JUNE 25, 1902 IN BOOK 75 PAGE 254 OF DEEDS.
(SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD)

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, HOLDER OF
EASEMENTS FOR PIPELINE PURPOSES RECORDED AUGUST 7, 1940 IN BOOK 1053,
PAGE 379, AND FOR INGRESS, EGRESS AND ROAD PURPOSES RECORDED JANUARY
29, 1987 AS INSTRUMENT NO. 87-052002, BOTH OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC
UTILITY PURPOSES RECORDED APRIL 26, 1985 AS INSTRUMENT NO. 85-149888,
JULY 25, 1986 AS INSTRUMENT NO. 86-323495, MAY 26, 1987 AS INSTRUMENT
NO. 87-293666, NOVEMBER 23, 1987 AS INSTRUMENT NO. 87-656138, AND
FEBRUARY 28, 1989 AS INSTRUMENT NO. 89-103370, ALL OF OFFICIAL RECORDS.

CITY OF BREA, HOLDER OF EASEMENTS FOR RECREATIONAL TRAIL, STORM DRAIN
AND WATER PURPOSES AS DELINEATED OR DEDICATED ON PARCEL MAP NO.
87-267, IN BOOK 224, PAGES 34 THROUGH 38, INCLUSIVE OF PARCEL MAPS,
OFFICIAL RECORDS.

THE SIGNATURE OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISION OF
SECTION 66436 (A)(3)(C) OF THE SUBDIVISION MAP ACT OF THE STATE OF
CALIFORNIA, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

UNION OIL COMPANY OF CALIFORNIA, HOLDER OF MINERAL RIGHTS BY DOCUMENT
RECORDED MARCH 25, 1952 AS INSTRUMENT NO. 14871, IN BOOK 2306, PAGE 92
OF OFFICIAL RECORDS.

NOTE:
SEE SHEET 4 FOR BOUNDARY, PARCEL ESTABLISHMENT, AND LINE AND CURVE TABLE.
SEE SHEET 5 FOR EASEMENT LOCATIONS.

SHEET 4 OF 5 SHEETS

AREA: 17.388 ACRES (GROSS)

AREA: 17.360 ACRES (NET)

(BEING ALL OF TENTATIVE

PARCEL MAP NO. 2016-178)

TOTAL PARCELS: 5 NUMBERED

DATE OF SURVEY: 09/27/2017

PARCEL MAP NO. 2016-178

IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA

P S O M A S

JEREMY L. EVANS, P.L.S. 5282

FD 2" PUNCHED BRASS CAP; DOWN
1.2' IN WELL PER OCS GPS #3874
N: 2284165.45
E: 6066384.89

LAMBERT ROAD

LINE	BEARING	DISTANCE	REF.
L1	N10°59'45"W	26.43'	(26.46' R1)
L2	N02°11'54"E	49.91'	(50.00' R1)
L3	N45°39'31"E	37.22'	(37.22' R1)
L4	N89°20'42"E	50.03'	(50.00' R1)
L5	N89°20'42"E	17.02'	(17.05' R1)
L6	N76°10'59"E	26.52'	(26.46' R1)
L7	N02°11'54"E	37.05'	
L8	N87°48'06"W	82.46'	
L9	N02°11'54"E	76.27'	
L10	N87°48'06"W	82.46'	
L11	N02°11'54"E	39.22'	
L12	N02°11'54"E	31.06'	
L13	N87°48'06"E	79.89'	
L14	N02°11'54"E	28.40'	
L15	N87°48'06"E	23.43'	
L16	N02°11'54"E	41.67'	
L17	N87°48'06"E	34.24'	
L18	N02°11'54"E	33.69'	
L19	N87°48'06"E	22.22'	
L20	N02°11'54"E	72.69'	

LINE	BEARING	DISTANCE	REF.
L21	N34°36'53"E	17.26'	
L22	N02°11'54"E	68.82'	
L23	N08°56'11"W	20.71'	
L24	N02°11'54"E	10.66'	
L25	N87°48'06"W	13.00'	
L26	N02°11'54"E	114.37'	
L27	N87°48'06"W	7.75'	

CURVE	RADIUS	LENGTH	DELTA	REF.
C1	100.00' (100.00')	31.79' 31.76'	18°12'49" 18°11'42"	R1)
C2	100.00' (100.00')	31.76' 31.76'	18°11'42" 18°11'42"	R1)
C3	92.00' (92.00')	29.22' 29.22'	18°11'42" 18°11'42"	R1)
C4	108.00' (108.00')	34.30' 34.30'	18°11'42" 18°11'42"	R1)
C5	58.00' (58.00')	7.72' 7.70'	07°37'30" 07°36'29"	R1)
C6	58.00' (58.00')	5.69' 5.66'	05°37'17" 05°35'15"	R1)
C7	92.00' (92.00')	21.19' 21.19'	13°11'39" 13°11'44"	R1)
C8	92.00' (92.00')	29.22' 29.22'	18°11'54" 18°11'42"	R1)
C9	108.00' (108.00')	34.30' 34.30'	18°11'54" 18°11'42"	R1)
C10	58.00' (58.00')	13.36' 13.36'	13°11'44" 13°11'44"	R1)
C11	92.00' (92.00')	21.19' 21.19'	13°11'44" 13°11'44"	R1)

LEGEND:

R1: RECORD PER PARCEL MAP NO. 87-267; PMB 224/34-38
R2: RECORD PER CORNER RECORD DOC. #2005-0138
R3: RECORD PER PARCEL MAP NO. 84-1169; PMB 193/32-33
R4: RECORD PER PARCEL MAP NO. 99-153; PMB 327/13-15

● FOUND MONUMENT AS NOTED

▲ FOUND O.C.S HORIZONTAL CONTROL STATION MONUMENT
PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

○ SET 2" I.P. W/TAG "LS 5282", FLUSH; SPIKE & WASHER "LS
5282", FLUSH; OR L & T & T "LS 5282", FLUSH. UNLESS
NOTED OTHERWISE.

SNF SEARCHED; NOT FOUND

BASIS OF BEARING STATEMENT:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA
COORDINATE SYSTEM, ZONE VI, NAD 83, (2007.00 EPOCH OCS GPS
ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN
CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) #3851 AND
#3874 BEING NORTH 02°46'54" EAST AS DERIVED FROM GEODETIC
VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE
COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA
COORDINATE SYSTEM OF 1983 (CCS83) ZONE VI, 1983 NAD, (2007.00
EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND,
UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY THE
GROUND DISTANCE BY COMBINATION FACTOR OF 0.99999413 (MEAN VALUE).

PARCEL 11

**PARCEL MAP
NO. 87-267
P.M.B. 224/34-38**

PARCEL 9

BIRCH STREET

RANDOLPH AVENUE

80' 40' 0' 80' 160'
SCALE: 1"=80'

P.E. R.R.

ESTABLISHED BY RECORD
ANGLE AND DISTANCE PER R1
N89°16'51"E

FD 2" I.P. W/TAG "LS 3654" ACCEPTED IN
LIEU OF NAIL & TAG "LS 3654" IN WELL
PER R4, DOWN 1.35'

N03°22'17"E
1329.94' (TIE)

40.05' (M & R1)
(40.04' R3)

N69°36'24"W
(PRC)

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
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ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

FD L&T&T STAMPED "RCE 22446"; FLUSH, NO REF.,
ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

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ACCEPTED AS LOCATION OF 1" I.P. "LS 3258" PER R1

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NOTE:
SEE SHEET 3 FOR EASEMENT NOTES.
SEE SHEET 5 FOR EASEMENT LOCATIONS.

SHEET 5 OF 5 SHEETS
AREA: 17.388 ACRES (GROSS)
AREA: 17.360 ACRES (NET)
(BEING ALL OF TENTATIVE
PARCEL MAP NO. 2016-178)
TOTAL PARCELS: 5 NUMBERED
DATE OF SURVEY: 09/27/2017

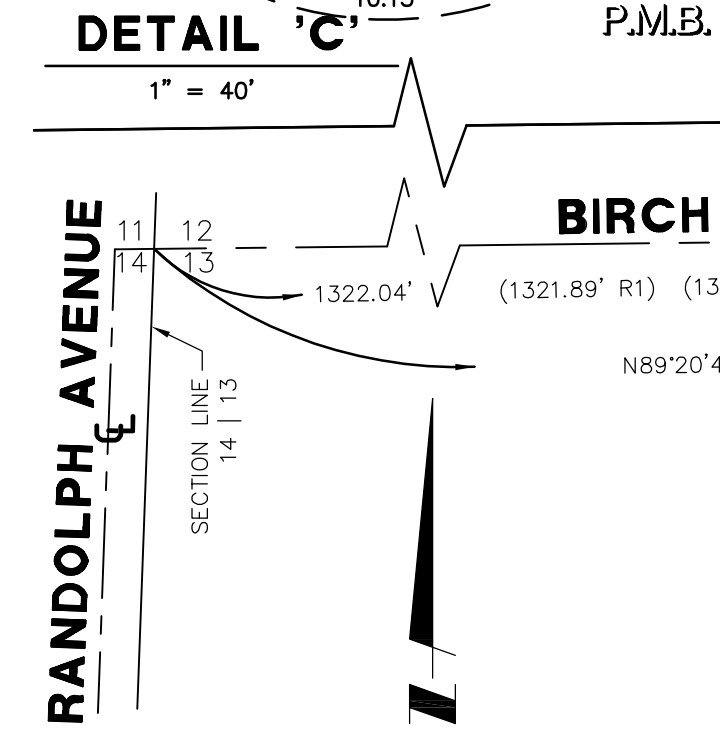
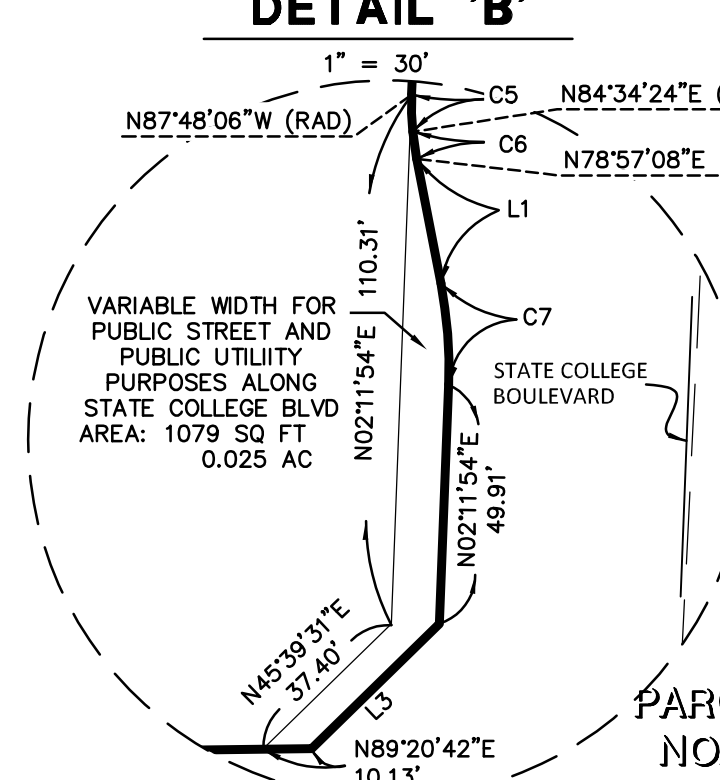
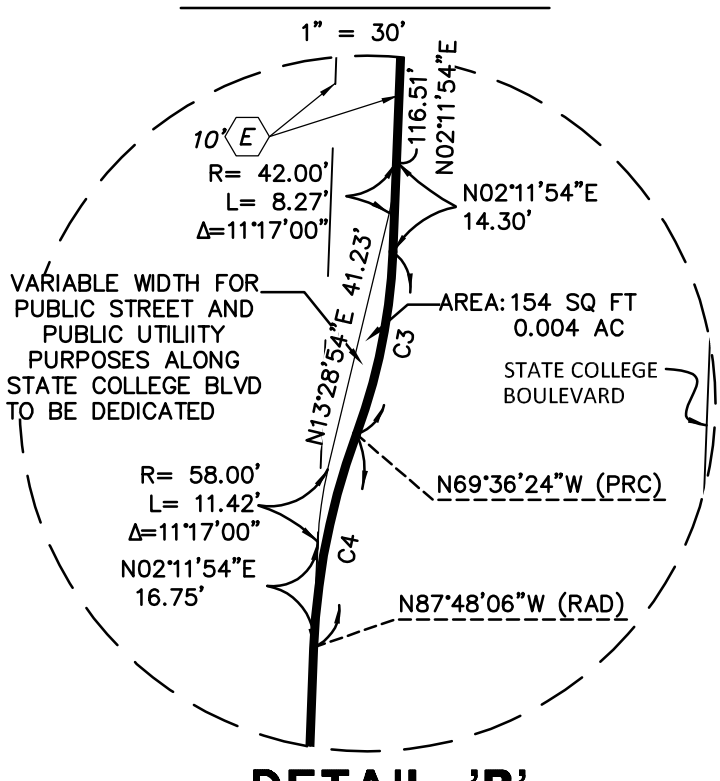
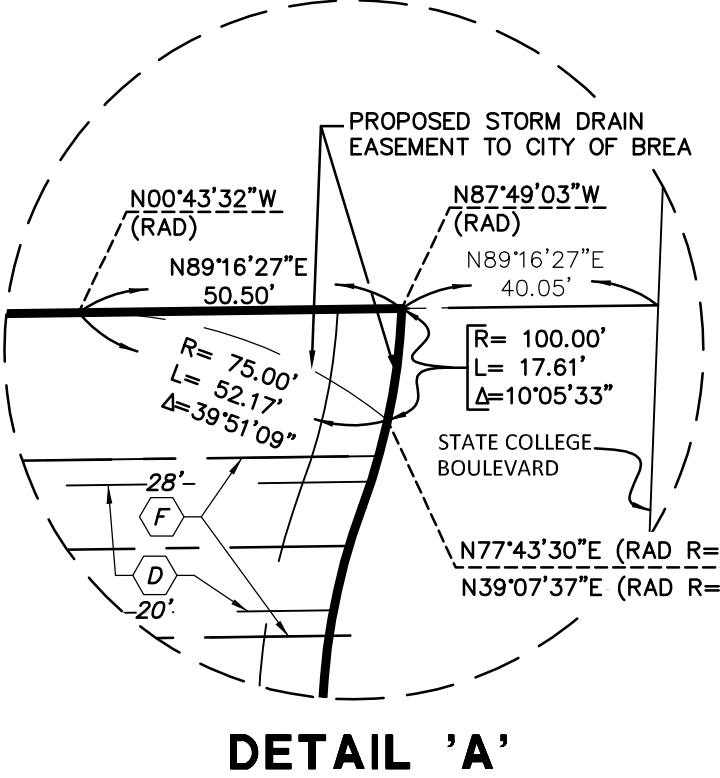
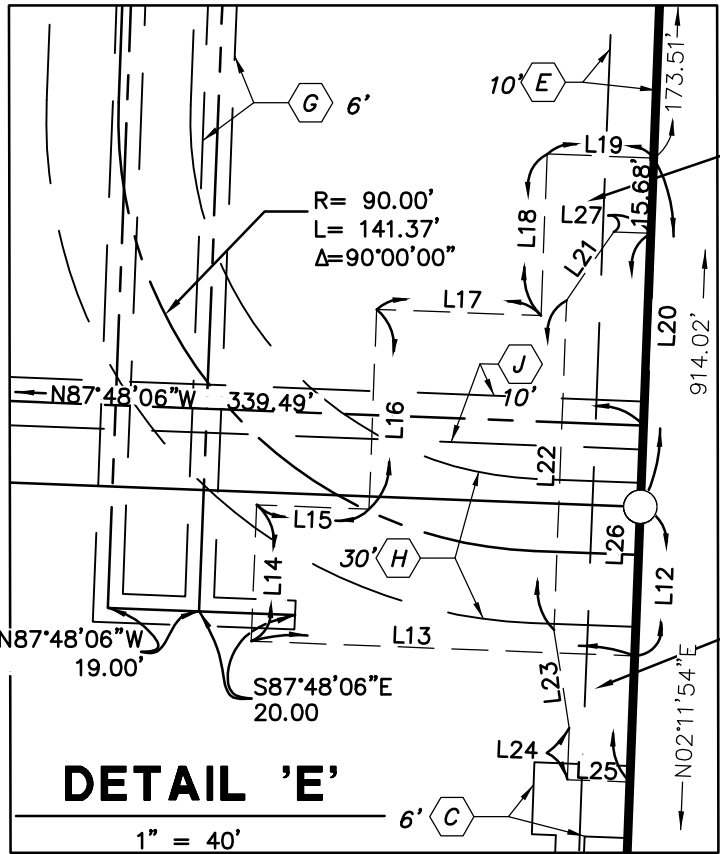
PARCEL MAP NO. 2016-178

IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA

PSOMAS

JEREMY L. EVANS, P.L.S. 5282

EASEMENT LOCATIONS



EASEMENT DEDICATION TO THE
CITY OF BREA FOR DOMESTIC
WATER AND APPURTENANCES,
AND FOR ACCESS PURPOSES

EASEMENT DEDICATION TO THE
CITY OF BREA FOR TRAFFIC
SIGNAL PURPOSES

TRACT NO. 1853
M.M. 54/40-41

TRACT NO. 1444
M.M. 50/21-22

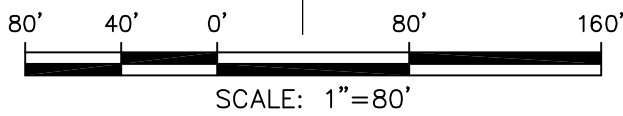
PARCEL 11

PARCEL MAP
NO. 87-267
P.M.B. 224/34-38

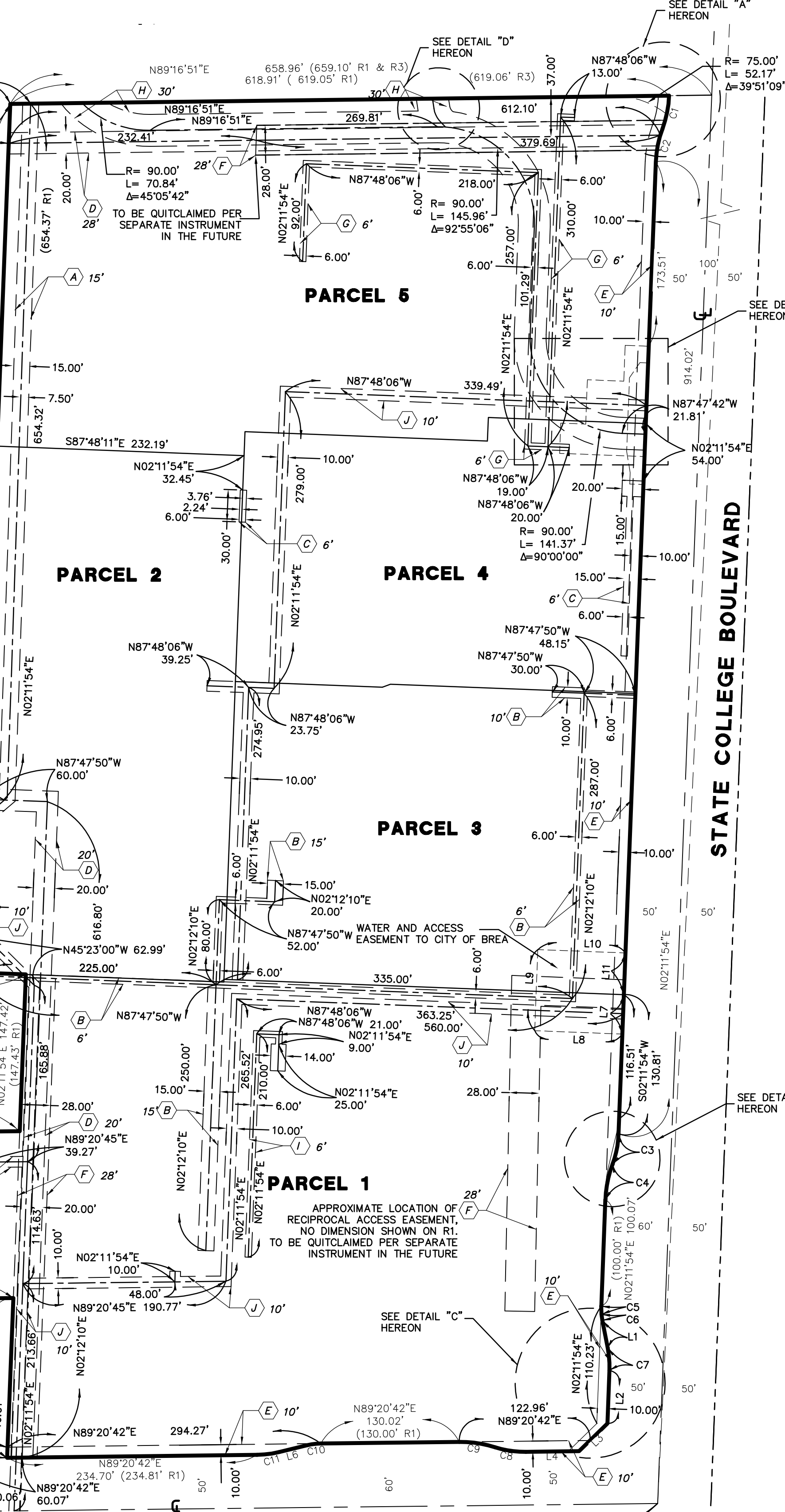
PARCEL 9

BIRCH STREET

RANDOLPH AVENUE



NOTE:
SEE SHEET 3 FOR EASEMENT NOTES.
SEE SHEET 4 FOR BOUNDARY, LINE AND CURVE TABLES, AND PARCEL ESTABLISHMENT.



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Brea
1 Civic Center Cl. 2nd fl.
Brea, California 92821
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION REFERENCE DATA

FINAL PARCEL MAP NO. 2016-178 ("Final Map" herein)

BASED ON TENTATIVE MAP NO. 2016-178

**NAME OR TRACT NUMBER OF
SUBDIVISION:**

PARCEL MAP NO. 2016-178
("Subdivision" herein)

**NAME AND ADDRESS OF
SUBDIVIDER(S):**

**BPAP NORTHWEST LAND LLC,
BPAP SOUTHWEST LAND LLC,
BPAP WEST 135 AND 145 LLC,**
each a Delaware limited liability company

c/o Hines
4000 MacArthur Boulevard, Suite 110
Newport Beach, CA 92660

**PLANNING COMMISSION
RESOLUTION OF APPROVAL NO.:**

PC 2017-05 ("Resolution of Approval" herein)

IMPROVEMENT PLANS:
(includes related specifications)

1. Street Improvement Plans for State College Boulevard from Birch Street to Approximately 750-ft north of Birch Street Sheet 1 to 10.
2. Storm Drain Improvement Plans for State College Boulevard 1000-ft to 1353-ft N/O Birch Street, then 630-ft E/O State College Blvd. within Tracks at Brea Property Sheet 1 to 3.

- (“Improvement Plans” herein)

*See Exhibit 'A' attached herein for detailed cost estimates based on the Improvement Plans.

Improvements: _____

Grading: _____

Monuments: _____

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements as shown on Improvement Plans of Parcel Map No. 2016-178 shall be completed within **two-years** from the Effective Date of the Agreement.

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Signatures

Exhibit 'A'

Faithful Performance Bond

Payment Bond

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Brea, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the Planning Commission's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the Planning Commission's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the Planning Commission's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. The Improvement Plans for the construction, installation and completion of the Improvements, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. The Improvement Plans are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plans, including public improvements and private street improvements, is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation, as more specifically described in the

Tentative Map and in the Planning Commission's Resolution of Approval relating thereto and as set forth in the Improvement Plans (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City's Public Works Director whose decision shall be final. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the Improvements and shall bear all risks of loss or damage to the Improvements until the latter of the following time periods: (i) the category of Improvements is accepted by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time specified in a development agreement involving the Subdivision or other agreement or obligation imposed on the Subdivider. Neither City, nor its officers, agents and employees,

shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City unless caused by the actions of the City or its officers, agents or employees.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

I. Subdivider shall pay all City fees and costs set forth in the latest fee resolution as adopted by the City Council from time to time as required for the development of the Subdivision.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Parcel Map Conditions of Approval, prior to the acceptance of improvements and release of bonds or other security.

2. SOILS TESTING AND REPORT

A. Subdivider shall employ and pay for a Soils Engineer acceptable to the City Engineer. The Soils Engineer shall perform soils and materials testing, construction control testing, and interpretation of test results, for the Improvements in accordance with the requirements set forth in Improvement Plans and as approved by City.

B. The Soils Engineer shall provide City the reports containing the results of the testing and the interpretation of the results done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing and interpretation have been done properly in accordance with all applicable standards, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the City Engineer.

3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the improvements identified in the Resolution of Approval, and the improvements shown on the Improvement Plans, in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement.

4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request, in the form of a written letter, a final inspection by the City Engineer. Within ten (10) business days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted fees and rates.

C. Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year period.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary

repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements. Alternatively, a separate warranty bond acceptable to the City Attorney and City Engineer in the amount of **One Hundred Forty Thousand Two Hundred and Two Dollars (\$140,202.00)** may be provided.

6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

7. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and pursuant to State of California Law. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. Within one-year of effective date of this agreement, the City Engineer may determine that an increase in the amount of the security is necessary due to a greater increase in the cost of construction of the

Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and explanation therefor.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and pursuant to State of California Law. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. Within one-year of effective date of this agreement, the City Engineer may determine that an increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and justification therefor.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements, and accordingly, shall not be fully released until after the City Engineer's determination that the Improvements are not defective following the completion of the one-year warranty period.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 6 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements (including the complete water and sewer system) within the Completion Period and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

G. Alternatively, in the event of a default by the Subdivider pursuant to Section 12 and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners, private community association, or homeowners' association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners, private community association, or homeowners' association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within ten (10) business days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within ten (10) business days of receipt of the list of remaining work from the City Engineer, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have ten (10) business days to review, comment, and approve, modify, or disapprove those cost estimates. The City Engineer shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits City Engineer from allowing for a partial release as he or she otherwise deems appropriate.

3. If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for security in an amount up to two hundred

percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original performance security unless the City Engineer allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required public improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the Improvements until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City Engineer within ten (10) business days.

6. Within ten (10) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which Stop Notices are required to be filed pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all Stop Notice claimants for whom Stop Notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 8 shall not apply to any required guarantee and warranty period required by Government Code Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to provide the City with notice that it has accepted or rejected those Improvements. If at the end of that

period the City has not received written notice, it shall be conclusively deemed that the Subdivider's performance of the obligation was not done to its satisfaction, and such improvement security shall be retained until such notice is received.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

9. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective methods, materials and workmanship (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1.F of this Agreement or changes to the Improvements made after the City's acceptance of the Improvements by any persons or entity including the City. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible

and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "Indemnitees") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the Indemnitees.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees to the extent of the indemnity above provided.

10. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

B. Insurance During Construction

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its officers,

employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage 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 officer, employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than fifteen million dollars (\$15,000,000) each accident.

4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's 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 the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance

Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement,

including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

6. Pollution Legal Insurance

Pollution Legal Liability covering liability for bodily injury, personal injury, loss of, damage to, or loss of use property arising out of contaminants or pollutants. This policy limits shall be no less than one million dollars (\$1,000,000) each occurrence and in the aggregate.

C. Insurance After Construction

Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance

Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars general aggregate. City and its officers, employees and

agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage 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 officer, employee or agent of City.

3. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage

Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars (\$1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than fifteen million dollars (\$15,000,000) each accident.

D. Provisions Pertaining to Insurance Provided by Subdivider

1. 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 such insurance coverage.

2. 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.

3. 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 Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance 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 Subdivider.

7. Subdivider 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 Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider 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.

9. 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.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for commercial general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). If the work is to be completed in phases, then prior to the issuance of the Certificate of Completion for each phase, Subdivider shall, upon request

by City, provide the City with copies of all insurance policies, certificates and endorsements related to such phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific Subdivision location.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. 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 if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but

in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section

3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

13. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City which consent shall not be unreasonably withheld. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: City Engineer
 City of Brea
 1 Civic Center Circle
 Brea, California 92821

If to the Subdivider: To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

17. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Subdivider.

18. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

19. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into, and made a part of, this Agreement.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is approved by the City Council, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

"SUBDIVIDER"

BPAP NORTHWEST LAND LLC,
BPAP SOUTHWEST LAND LLC,
each a Delaware limited liability company

By: Brea Place Acquisitions Partners LLC,
its sole member

By: Hines Brea Place Acquisitions
Partners LLC, its managing member

By: Hines Brea Place Associates Limited
Partnership, its sole member

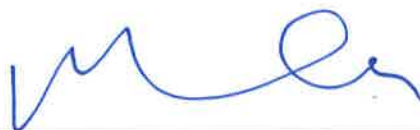
By: Hines Investment Management
Holdings Limited Partnership, its general
partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited
Partnership, its sole member

By: JCH Investments, Inc., its general
partner

scf

By: 
(Signature of authorized officer)

Raymond Lawler
(Type or print name of authorized officer)

Senior Managing Director
(Title of authorized officer)

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.

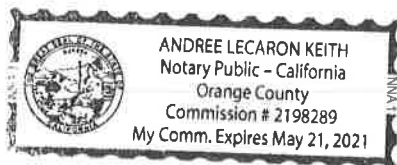
State of California)
County of orange) ss:

On 2/9/18 before me, Andree Lecaron Keith, a Notary Public, personally appeared Raymond Loubert, 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 Andree Lecaron Keith (Seal)



BPAP WEST 135 AND 145 LLC,
a Delaware limited liability company

By: Brea Place Improved Property
Holdings LLC, its sole member

By: Brea Place Acquisitions Partners LLC,
its sole member

By: Hines Brea Place Acquisitions
Partners LLC, its managing member

By: Hines Brea Place Associates Limited
Partnership, its sole member

By: Hines Investment Management
Holdings Limited Partnership, its general
partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited
Partnership, its sole member

By: JCH Investments, Inc., its general
partner

SEP

By: 
(Signature of authorized officer)

Raymond Lawler
(Type or print name of authorized officer)

Senior Managing Director
(Title of authorized officer)

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.

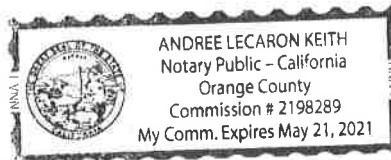
State of California)
County of orange) ss:

On 2/9/18 before me, Andree Lecaron Keith, a Notary Public, personally appeared Raymond Cauler, 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 Andree Lecaron Keith (Seal)



“CITY”

CITY OF BREA

MAYOR

ATTEST;

CITY CLERK

(SEAL)

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 _____)
County of _____) ss:

On _____ before me, _____, a 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)

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 _____)
County of _____) ss:

On _____ before me, _____, a 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.

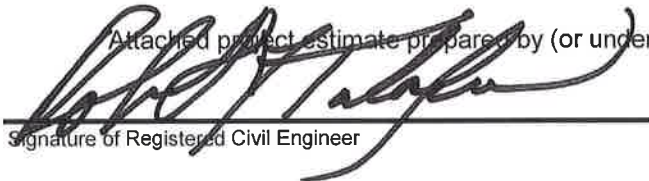
Signature _____ (Seal)



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
Engineer's Cost Estimate

Date : 1/29/2018
Project : Brea Place - Parcel Map No. 2016-178
Location : Northwest corner of State College Blvd. and Birch Street

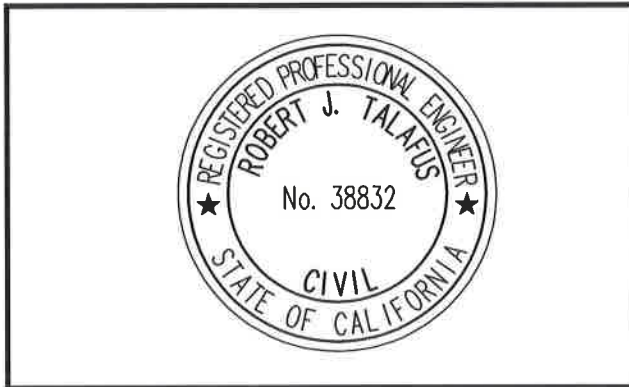
Attached project estimate prepared by (or under the direction of)


Signature of Registered Civil Engineer

RCE No.

38832

Exp. Date: 03/31/2019



Civil Engineer Stamp

Approved By: _____
Steve P. Kooyman, P.E. City Engineer

Date: _____



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (I.e. Bond) Amount

(For Subdivision Maps Only)

Date :

Project : Brea Place - Parcel Map No. 2016-178

Location : Northwest corner of State College Blvd. and Birch Street

A. STREET	Sub-Total*	\$357,000.00
B. WATER	Sub-Total*	\$146,000.00
C. STORM DRAIN	Sub-Total*	\$391,000.00
D. TRACKS AT BREA	Sub-Total*	\$325,150.00
CONSTRUCTION CONTINGENCY (10%)		\$121,915.00
CONSTRUCTION SOFT COST (5%)		\$60,957.50

TOTAL SECURITY (I.e. BOND) ESTIMATE AMOUNT **\$1,402,022.50**

SECURITY (BOND) AMOUNTS

Performance Bond **\$1,402,022.50**

(100% of estimated cost)

Labor and Material Bond **\$1,402,022.50**

(100% of estimated cost)

Maintenance Bond** **\$140,202.25**

(10% of Performance Bond)

Monumentation Bond or Cash Deposit*** **\$9,500.00**

* Refer to the detailed cost estimates attached herein.

** To be provided prior to release of Performance Bond on 1-year Warranty Bond Form.

***Refer to the Record Surveyor's cost estimate on setting monuments attached herein.

PROJECT OR TRACT NUMBER OR ADDRESS Hines - Brea Place - Parcel Map No. 2016-178 State College Blvd. and Birch Street, Brea, CA Street Improvement Plans for State College Blvd.	PLAN CHECK NUMBER:
ENGINEER PSOMAS	CALCULATED BY S. Baine
DATE 12/15/2017	OWNER/DEVELOPER Hines

ENGINEERING COST ESTIMATE

EXCAVATION	0	CY @ \$	5.00	\$ -
FILL	0	CY @ \$	4.00	\$ -
EXPORT	0	CY @ \$	10.00	\$ -
PAVEMENT (6" AC / 12" AB)	1470	SF @ \$	6.00	\$ 8,820.00
CONC PAVEMENT (12" PCC/6"AB)	3150	SF @ \$	18.00	\$ 56,700.00
CONC SIDEWALK (4" PCC/4"AB)	2480	SF @ \$	5.00	\$ 12,400.00
CURB & GUTTER				
TYPE A1-8	190	LF @ \$	15.00	\$ 2,850.00
TYPE A2-8	355	LF @ \$	20.00	\$ 7,100.00
0" TO 6" TRANSITION	0	LF @ \$	20.00	\$ -
2" MIN. COLDPLANE AND OVERLAY	1870	SF @ \$	3.00	\$ 5,610.00
CURB RAMP	3	EA @ \$	2,000.00	\$ 6,000.00
LOCAL DEPRESSION	60	SF @ \$	15.00	\$ 900.00
18" RCP	25	LF @ \$	100.00	\$ 2,500.00
24" RCP	76	LF @ \$	120.00	\$ 9,120.00
JUNCTION STRUCTURE TYPE I	2	EA @ \$	3,000.00	\$ 6,000.00
CATCH BASIN TYPE I (W=3.5')	2	EA @ \$	3,500.00	\$ 7,000.00
CONCRETE COLLAR	1	EA @ \$	1,500.00	\$ 1,500.00
STRIPING	1	LS @ \$	5,000.00	\$ 5,000.00
DEMOLITION	1	LS @ \$	15,000.00	\$ 15,000.00
TRAFFIC SIGNAL MODIFICATION (State College Blvd. & Birch Street)	1	LS @ \$	50,000.00	\$ 50,000.00
TRAFFIC SIGNAL MODIFICATION (State College Blvd. & Driveway "A")	1	LS @ \$	20,000.00	\$ 20,000.00
TRAFFIC SIGNAL CONSTRUCTION AND INSTALLATION (Birch Street & Driveway "C")	1	LS @ \$	140,000.00	\$ 140,000.00
TOTAL				\$ 357,000.00

PROJECT OR TRACT NUMBER OR ADDRESS Hines - Brea Place - Parcel Map No. 2016-178 State College Blvd. and Birch Street, Brea, CA Water Improvement Plans	PLAN CHECK NUMBER:
ENGINEER PSOMAS	CALCULATED BY S. Baine
DATE 12/15/2017	OWNER/DEVELOPER Hines

ENGINEERING COST ESTIMATE

FIRE HYDRANT	1	EA @ \$	3,000.00	\$ 3,000.00
6" DIP WATER LINE	145	LF @ \$	40.00	\$ 5,800.00
8" DIP WATER LINE	145	LF @ \$	60.00	\$ 8,700.00
8" PVC WATER LINE	116	LF @ \$	40.00	\$ 4,640.00
DIP TEES	7	EA @ \$	200.00	\$ 1,400.00
DIP ELBOWS	11	EA @ \$	400.00	\$ 4,400.00
2" LANDSCAPE WATER SERVICE	3	EA @ \$	1,500.00	\$ 4,500.00
3" DOMESTIC WATER SERVICE	5	EA @ \$	2,500.00	\$ 12,500.00
6" DOMESTIC WATER SERVICE	2	EA @ \$	5,000.00	\$ 10,000.00
6" DOMESTIC WATER SERVICE MANIFOLD	2	EA @ \$	3,000.00	\$ 6,000.00
6" DOUBLE CHECK DETECTOR BACKFLOW ASSEMBLY	3	EA @ \$	6,000.00	\$ 18,000.00
8" DOUBLE CHECK DETECTOR BACKFLOW ASSEMBLY	2	EA @ \$	10,000.00	\$ 20,000.00
6" GATE VALVE	3	EA @ \$	1,000.00	\$ 3,000.00
6" REDUCED PRESSURE BACKFLOW ASSEMBLY	4	EA @ \$	6,000.00	\$ 24,000.00
FIRE DEPARTMENT CONNECTION	3	EA @ \$	2,000.00	\$ 6,000.00
THRUST BLOCKS	22	EA @ \$	200.00	\$ 4,400.00
DEMOLITION	1	LS @ \$	10,000.00	\$ 10,000.00
TOTAL				\$ 146,000.00

PROJECT OR TRACT NUMBER OR ADDRESS Hines - Brea Place - Parcel Map No. 2016-178 State College Blvd. and Track at Brea, Brea, CA Storm Drain Improvement Plans	PLAN CHECK NUMBER: _____
ENGINEER PSOMAS	CALCULATED BY S. Baine
DATE 12/15/2017	OWNER/DEVELOPER Hines

ENGINEERING COST ESTIMATE

EXCAVATION	100	CY @ \$	5.00	\$ 500.00
FILL	2300	CY @ \$	4.00	\$ 9,200.00
IMPORT	2200	CY @ \$	10.00	\$ 22,000.00
PAVEMENT (6" AC / 12" AB)	3115	SF @ \$	6.00	\$ 18,690.00
CONC PAVEMENT DRIVEWAY (6" PCC/6"AB)	450	SF @ \$	14.00	\$ 6,300.00
CONC SIDEWALK (4" PCC/4"AB)		SF @ \$	5.00	\$ -
CURB & GUTTER				
TYPE A1-8		LF @ \$	15.00	\$ -
TYPE A2-8		LF @ \$	20.00	\$ -
0" TO 6" TRANSITION		LF @ \$	20.00	\$ -
COLD MILL AC PAVEMENT	2600	SF @ \$	0.50	\$ 1,300.00
ASPHALT SLURRY SEAL TYPE II	18000	SF @ \$	0.20	\$ 3,600.00
CURB RAMP		EA @ \$	2,000.00	\$ -
LOCAL DEPRESSION		SF @ \$	15.00	\$ -
18" RCP	4	LF @ \$	100.00	\$ 400.00
36" RCP	12	LF @ \$	160.00	\$ 1,920.00
60" RCP	900	LF @ \$	250.00	\$ 225,000.00
JUNCTION STRUCTURE TYPE II	1	EA @ \$	6,000.00	\$ 6,000.00
JUNCTION STRUCTURE TYPE III	1	EA @ \$	10,000.00	\$ 10,000.00
JUNCTION STRUCTURE TYPE IV	1	EA @ \$	3,000.00	\$ 3,000.00
TRANSITION STRUCTURE	1	EA @ \$	4,000.00	\$ 4,000.00
GRATING CATCH BASIN	1	EA @ \$	3,500.00	\$ 3,500.00
CONCRETE BULKHEAD	4	EA @ \$	2,000.00	\$ 8,000.00
CONCRETE HEADWALL WITH WINGWALLS	1	EA @ \$	15,000.00	\$ 15,000.00
TRASH RACK	1	EA @ \$	3,000.00	\$ 3,000.00
CHAIN LINK FENCE RAILING	36	LF @ \$	25.00	\$ 900.00
RIP-RAP	180	TON @ \$	50.00	\$ 9,000.00
STRIPING	1	LS @ \$	5,000.00	\$ 5,000.00
DEMOLITION / ABAND PIPE	1	LS @ \$	25,000.00	\$ 25,000.00
HYDROSEED	20000	SF @ \$	0.50	\$ 10,000.00
TOTAL				\$ 391,000.00

Estimate of Probable Cost					
The tracks at Brea					
1.24.2018					
	Item	Unit	Total Cost		
Paving					
	Concrete Paving (Color & Finish TBD,	Area (sf)	Cost/sf		
	Color	90	15.00 \$	1,350.00	\$
	Total			1,350.00	\$
Walls					
	Bridge abuttment wall	Area (sf)	Cost/sf		
	C.I.P. Concrete	80	150.00 \$	12,000.00	\$
	IPE and steel guardrai	82	150.00 \$	12,300.00	\$
	Total			24,300.00	\$
Other					
	IPE Decking	Area(sf)			
	Overlook	415	50.00 \$	20,750.00	\$
	Total			20,750.00	\$
Planting					
	Trees	Unit 24" Box			
	Oak Tree (60" box)	19	3,000.00 \$	57,000.00	\$
	Oak Tree (72" box)	10	5,000.00 \$	50,000.00	\$
	Sycamore Tree (60" box)	28	3,000.00 \$	84,000.00	\$
	Olive Tree (60" box)	6	3,000.00 \$	18,000.00	\$
	Olive Tree (72" box)	6	5,000.00 \$	30,000.00	\$
	Total			239,000.00	\$
	Irrigation:				
	provide 2 bubblers each tree	79	250.00 \$	19,750.00	\$
	Total			19,750.00	\$
	Irrigation:				
	mainline and connections to existing	lump sum	20,000.00 \$	20,000.00	\$
	Total			20,000.00	\$
Totals					
Total				325,150.00	\$

PROJECT OR TRACT NUMBER OR ADDRESS Hines - Brea Place - Parcel Map No. 2016-178 State College Blvd. and Birch Street, Brea, CA Survey Monumentation	PLAN CHECK NUMBER:
ENGINEER PSOMAS	CALCULATED BY S. Baine
DATE 1/26/2018	OWNER/DEVELOPER Hines

ENGINEERING COST ESTIMATE

SURVEY MONUMENTATION (25 MONUMENTS)	1	LS @ \$ 9,500.00	\$ 9,500.00
TOTAL			\$ 9,500.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the **City of Brea** ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to furnish a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, this amount being not less than the total Construction Cost, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC

44P By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

44P By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

44P By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374614

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF orange)

I, Andree Lelaron Keith, a Notary Public in and for the County

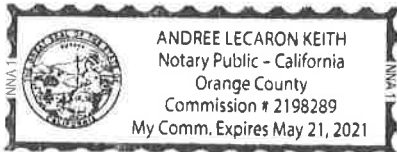
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)

Notary Public



Andree Lelaron Keith
Andree Lelaron Keith, notary public

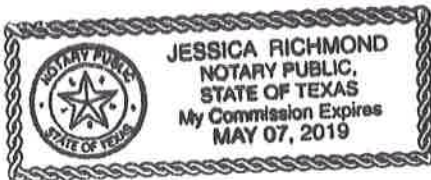
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond, Notary Public

in and for STATE OF TEXAS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the **City of Brea** ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to furnish a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, this amount being not less than the total Construction Cost, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC


SCP By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**

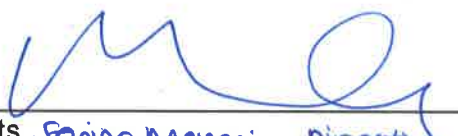
By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SCP By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

SCP By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374613

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermenio, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

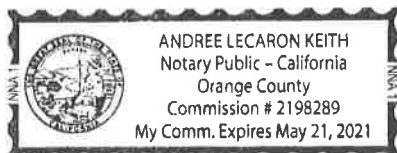
COUNTY OF Orange)

I, Andree LeCaron Keith, a Notary Public in and for the County
and State of aforesaid, do hereby certify that Raymond Laucler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)



Notary Public

Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

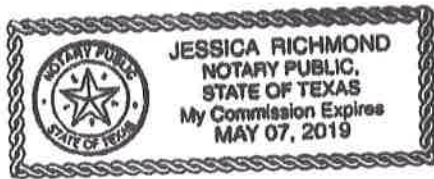
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



J. Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public and/or private improvements, which said Agreement dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC


SCP By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASULTY AND SURETY
COMPANY OF AMERICA**


By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SCP By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

SCP By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374611

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

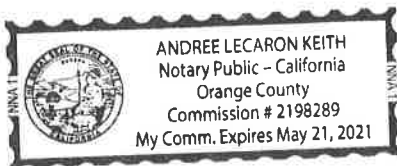
COUNTY OF Orange)

I, Andree LeCaron Keith, a Notary Public in and for the County
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)



Notary Public

Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

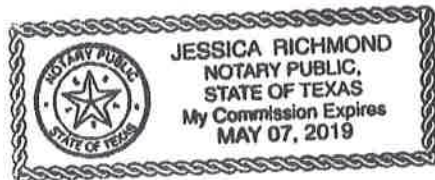
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public and/or private improvements, which said Agreement dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

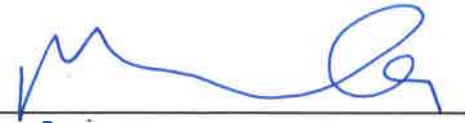
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

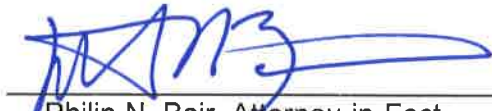
"Principal"

BPAP NORTHWEST LAND LLC

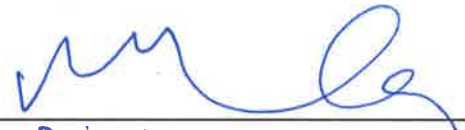
50P By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

50P By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

50P By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374612

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Orange

I, Andree Lelaron Keith, a Notary Public in and for the County

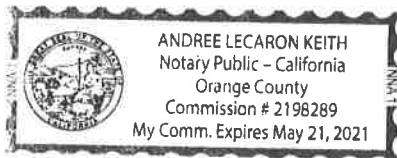
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
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IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021

(NOTARIAL SEAL)

Notary Public



Andree Lelaron Keith
Andree Lelaron Keith, Notary
Public

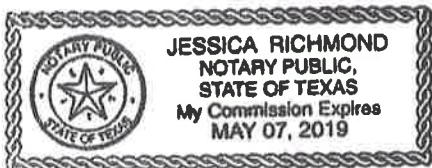
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



A handwritten signature in blue ink that reads "Jessica Richmond".

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**Subdivision Bond
Setting of Final Monuments (California)**

**Bond No. 106840881
Initial Premium \$150.00**

WHEREAS, The City Council of the CITY OF BREA, State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178** is hereby referred to and made a part hereof; and

WHEREAS, we the Principal and **Travelers Casualty and Surety Company of America** as surety, are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Nine Thousand Five Hundred and 0/100 Dollars (\$9,500.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that pursuant to the California Government Code Section 66496, the Principal's engineer or surveyor submitted a certificate stating the following work would be complete:

Setting of Final Monuments in CITY OF BREA, California.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

NOW, THEREFORE, if the Principal shall pay said engineer or surveyor or any substitute engineer or surveyor specified in said Section 66496 for said work of setting final monuments, then this obligation shall be null and void; otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed pursuant to the provisions of the California Subdivision Map Act, and liability hereunder is governed by the provisions of said Act and the provisions of any successor act or acts amendatory thereof.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

BPAP NORTHWEST LAND LLC

SLP By: 
Its Senior Managing Director

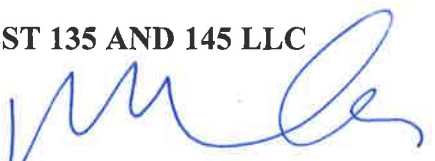
**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SLP By: 
Its Senior Managing Director

BPAP WEST 135 AND 145 LLC

SLP By: 
Its Senior Managing Director



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374610

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF Orange)

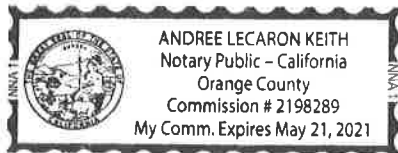
I, Andree LeCaron Keith, a Notary Public in and for the County

and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)



Notary Public

Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

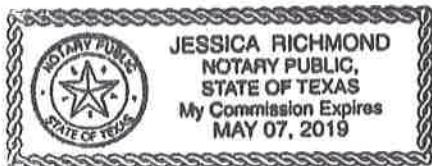
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



J. Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**Subdivision Bond
Setting of Final Monuments (California)**

**Bond No. 106840881
Initial Premium \$150.00**

WHEREAS, The City Council of the CITY OF BREA, State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178** is hereby referred to and made a part hereof; and

WHEREAS, we the Principal and **Travelers Casualty and Surety Company of America** as surety, are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Nine Thousand Five Hundred and 0/100 Dollars (\$9,500.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that pursuant to the California Government Code Section 66496, the Principal's engineer or surveyor submitted a certificate stating the following work would be complete:

Setting of Final Monuments in CITY OF BREA, California.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

NOW, THEREFORE, if the Principal shall pay said engineer or surveyor or any substitute engineer or surveyor specified in said Section 66496 for said work of setting final monuments, then this obligation shall be null and void; otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed pursuant to the provisions of the California Subdivision Map Act, and liability hereunder is governed by the provisions of said Act and the provisions of any successor act or acts amendatory thereof.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

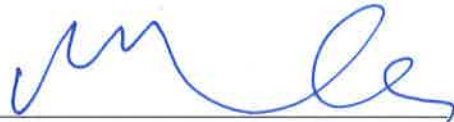
BPAP NORTHWEST LAND LLC

408 By: 
Its Senior Managing Director

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

408 By: 
Its Senior Managing Director

BPAP WEST 135 AND 145 LLC

408 By: 
Its Senior Managing Director



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374606

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

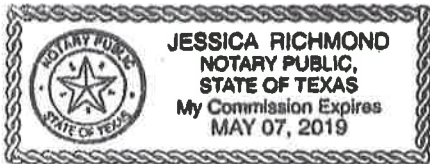
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF orange)

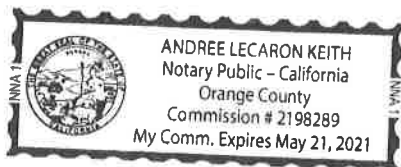
I, Andree LeCaron Keith, a Notary Public in and for the County

and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires may 21, 2021.

(NOTARIAL SEAL)



Andree LeCaron Keith
Notary Public
Andree LeCaron Keith



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2018

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 Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002 Attn: Hines.CertRequest@marsh.com 013525-\$025M-GAXWP-17-18	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED BPAP Northwest Land LLC, BPAP Southwest Land LLC, BPAP West 135 and 145 LLC c/o Hines Interests Limited Partnership 2800 Post Oak Blvd. Houston, TX 77056	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Allied World National Assurance Co.		10690
	INSURER C: Indian Harbor Insurance Co.		36940
	INSURER D: American Zurich Insurance Company		40142
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

HOU-003385953-04

REVISION NUMBER: 14

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	GLO5087526-13	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	BAP5087524-13	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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			03069798	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC5087523-13 (AOS) WC0137026-03 (WI)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<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
C	Pollution & Remediation Legal Liability - SIR \$50,000			PEC 0013838-04	03/31/2015	03/31/2018	Each Pollution Condition 1,000,000 Aggregate Liability 1,000,000

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

RE: Brea Place, South State College Blvd., Brea, CA; Parcel Map No. 2016-178

Umbrella is follow form of primary subject to policy terms, conditions and exclusions. City of Brea, it's officers, employees, and agents are included as Additional Insured (except Workers' Compensation) where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law with respect to General Liability and Workers Compensation.

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 USA Inc. Christian Ryan 2
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Marsh USA Inc.

Marsh USA Inc.
500 Dallas Street
Suite: 1500
Houston, TX 77002
+1 713 276 8000
www.marsh.com

If you no longer need to be listed as certificate holder for the enclosed certificate, please fax this certificate to 212-948-0509 or email it to Houston.certs@marsh.com. Please write REMOVE FROM LIST on the certificate.

Thank you,

A handwritten signature in cursive script that reads 'Cindy Hernandez'.

Cindy Hernandez
Client Representative

Policy Number GLO 5087526-13

Endorsement No. 009 (typed 2/13/18, tt)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

Named Insured: HINES INTERESTS LIMITED PARTNERSHIP

Effective Date of Change: 02/07/2018
12:01 A.M., Standard Time

Agent Name: MARSH USA, INC.

Agent No.: 14012-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION — Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☒ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☐ Commercial Automobile
☐

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input checked="" type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read

It is agreed that form CG 20.....
.....with the following Additional Named Insured:

City of Brea
1 Civic Center Circle
Brea, CA 92821

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No changes	<input checked="" type="checkbox"/> To be Adjusted at Audit	Additional	Return
-------------------------------------	---	------------	--------

Tax and Surcharge Changes

Additional	Return
------------	--------

POLICY NUMBER:
GLO 5087526-13

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**City of Brea
1 Civic Center Circle
Brea, CA 92821**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number BAP 5087524-13

Endorsement No. 002 (Typed 2/13/18, tt)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

Named Insured: HINES INTERESTS LIMITED PARTNERSHIP

Effective Date of Change: 02/07/2018
12:01 A.M., Standard Time

Agent Name: MARSH USA, INC.

Agent No.: 14012-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION — Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☒ Commercial Automobile
- ☐

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input checked="" type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read **[See Additional Page(s)]**

It is agreed that form CA 20 48 (10/13) – Designated Insured for Covered Autos Liability Coverage is added to the policy with the following Additional Named Insured:

City of Brea
1 Civic Center Circle
Brea, CA 92821

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No changes	<input type="checkbox"/> To be Adjusted at Audit	Additional	Return
--	--	------------	--------

Tax and Surcharge Changes

Additional	Return
------------	--------

POLICY NUMBER:
BAP 5087524-13

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hines Interests Limited Partnership

Endorsement Effective Date: 02/07/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Brea
1 Civic Center Circle
Brea, CA 92821

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HINES INTERESTS LIMITED

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOME YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

SCHEDULE

Name Of Person Or Organization:

ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the **City of Brea** ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to furnish a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, this amount being not less than the total Construction Cost, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC

40 By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

40 By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

40 By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374614

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California

COUNTY OF orange

I, Andree Lelaron Keith, a Notary Public in and for the County

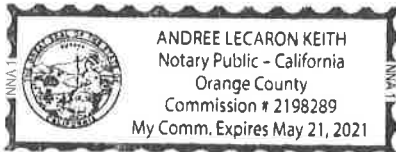
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)

Notary Public



Andree Lelaron Keith
Andree Lelaron Keith, notary public

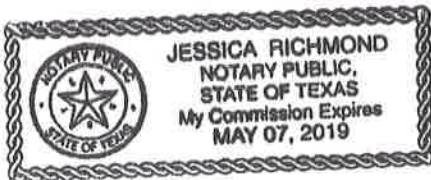
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond, Notary Public

in and for STATE OF TEXAS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the **City of Brea** ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to furnish a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, this amount being not less than the total Construction Cost, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC

SCP

By:

Its

Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**

By:

Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SCP

By:

Its

Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

SCP

By:

Its

Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374613

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermenio, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF Orange)

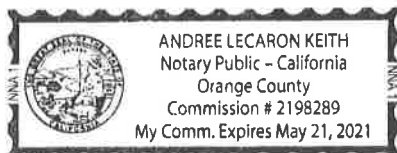
I, Andree LeCaron Keith, a Notary Public in and for the County
and State of aforesaid, do hereby certify that Raymond Laucler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)

Notary Public



Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

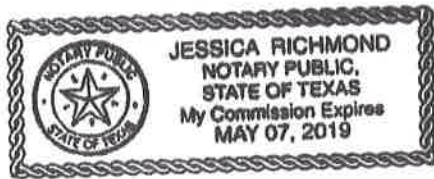
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



J. Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public and/or private improvements, which said Agreement dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

"Principal"

BPAP NORTHWEST LAND LLC


SCP By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASULTY AND SURETY
COMPANY OF AMERICA**


By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SCP By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

SCP By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374611

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feighl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

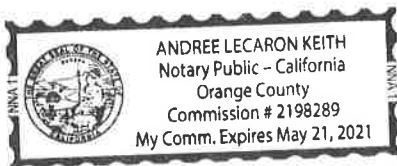
COUNTY OF Orange)

I, Andree LeCaron Keith, a Notary Public in and for the County
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)



Notary Public

Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

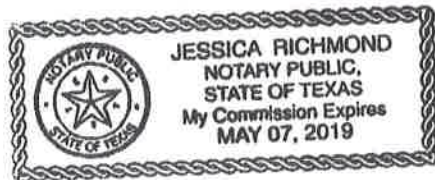
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public and/or private improvements, which said Agreement dated _____, 20__, and identified as project **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178**, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and **Travelers Casualty and Surety Company of America** ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **One Million Four Hundred Two Thousand Twenty Two and 0/100 Dollars (\$1,402,022.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

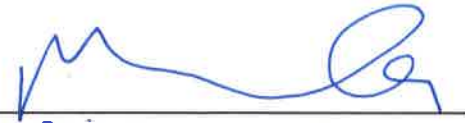
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated this _____ day of _____, 2018.

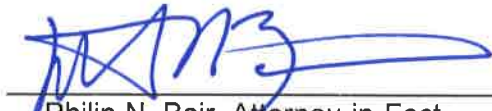
"Principal"

BPAP NORTHWEST LAND LLC

50P By: 
Its Senior Managing Director

"Surety"

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

50P By: 
Its Senior Managing Director

(Seal)

BPAP WEST 135 AND 145 LLC

50P By: 
Its Senior Managing Director

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374612

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Orange

I, Andree Lelaron Keith, a Notary Public in and for the County

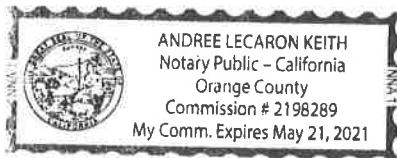
and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021

(NOTARIAL SEAL)

Notary Public



Andree Lelaron Keith
Andree Lelaron Keith, Notary
Public

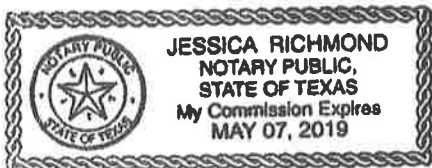
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**Subdivision Bond
Setting of Final Monuments (California)**

**Bond No. 106840881
Initial Premium \$150.00**

WHEREAS, The City Council of the CITY OF BREA, State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178** is hereby referred to and made a part hereof; and

WHEREAS, we the Principal and **Travelers Casualty and Surety Company of America** as surety, are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Nine Thousand Five Hundred and 0/100 Dollars (\$9,500.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that pursuant to the California Government Code Section 66496, the Principal's engineer or surveyor submitted a certificate stating the following work would be complete:

Setting of Final Monuments in CITY OF BREA, California.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

NOW, THEREFORE, if the Principal shall pay said engineer or surveyor or any substitute engineer or surveyor specified in said Section 66496 for said work of setting final monuments, then this obligation shall be null and void; otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed pursuant to the provisions of the California Subdivision Map Act, and liability hereunder is governed by the provisions of said Act and the provisions of any successor act or acts amendatory thereof.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

BPAP NORTHWEST LAND LLC

SLP By: 
Its Senior Managing Director

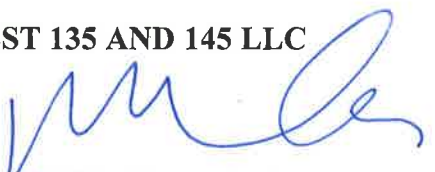
**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

SLP By: 
Its Senior Managing Director

BPAP WEST 135 AND 145 LLC

SLP By: 
Its Senior Managing Director



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374610

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF Orange)

I, Andree LeCaron Keith, a Notary Public in and for the County

and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires May 21, 2021.

(NOTARIAL SEAL)



Notary Public

Andree LeCaron Keith
Andree LeCaron Keith, Notary Public

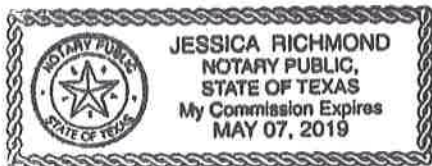
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



J. Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

**Subdivision Bond
Setting of Final Monuments (California)**

**Bond No. 106840881
Initial Premium \$150.00**

WHEREAS, The City Council of the CITY OF BREA, State of California, and **BPAP Northwest Land LLC, BPAP Southwest Land LLC and BPAP West 135 and 145 LLC** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **Street, Storm Drain, Water and Conceptual Landscape Improvements, Parcel Map No. 2016-178** is hereby referred to and made a part hereof; and

WHEREAS, we the Principal and **Travelers Casualty and Surety Company of America** as surety, are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Nine Thousand Five Hundred and 0/100 Dollars (\$9,500.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that pursuant to the California Government Code Section 66496, the Principal's engineer or surveyor submitted a certificate stating the following work would be complete:

Setting of Final Monuments in CITY OF BREA, California.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

NOW, THEREFORE, if the Principal shall pay said engineer or surveyor or any substitute engineer or surveyor specified in said Section 66496 for said work of setting final monuments, then this obligation shall be null and void; otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed pursuant to the provisions of the California Subdivision Map Act, and liability hereunder is governed by the provisions of said Act and the provisions of any successor act or acts amendatory thereof.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

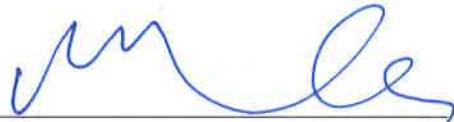
BPAP NORTHWEST LAND LLC

408 By: 
Its Senior Managing Director

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: 
Philip N. Bair, Attorney-in-Fact

BPAP SOUTHWEST LAND LLC

408 By: 
Its Senior Managing Director

BPAP WEST 135 AND 145 LLC

408 By: 
Its Senior Managing Director



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229305

Certificate No. 007374606

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janie Cermeno, Philip N. Bair, Eric S. Feigl, Joyce A. Johnson, and Jessica Richmond

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 12th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

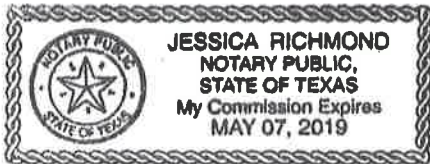
SURETY NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Philip N. Bair, personally known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA acknowledged to me that he subscribed the name of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereto as Surety and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office this the 8th day of February, 2018.



Jessica Richmond

Jessica Richmond, Notary Public

in and for STATE OF TEXAS

PRINCIPAL'S ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF orange)

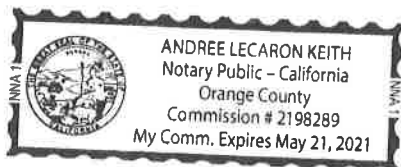
I, Andree LeCaron Keith, a Notary Public in and for the County

and State of aforesaid, do hereby certify that Raymond Lawler
personally known to be the persons who subscribed their names herein above, appeared
before me this day in person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my hand and the seal of my
office this 8 day of February, 2018.

My Commission Expires may 21, 2021.

(NOTARIAL SEAL)



Andree LeCaron Keith
Notary Public
Andree LeCaron Keith

RECORDING REQUESTED BY:
CITY CLERK, CITY OF BREA

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF BREA
1 Civic Center Circle, Brea CA 92821

SEND CONFORMED COPY TO:
Sheppard, Mullin, Richter & Hampton LLP
501 W. Broadway, 19th Floor
San Diego, CA 92101
Attn: Nancy T. Scull, Esq.

Free recording requester per Gov't Code Section 6103

ABOVE SPACE FOR RECORDER'S USE

**MAINTENANCE AND REIMBURSEMENT AGREEMENT
FOR THE TRACKS AT BREA TRAIL**

This MAINTENANCE AND REIMBURSEMENT AGREEMENT FOR THE TRACKS AT BREA TRAIL (the "**Agreement**"), dated as of _____, 2018 ("**Effective Date**"), is by and between the City of Brea, a municipal corporation of the State of California ("**City**"), and Brea Place Acquisition Partners LLC, a Delaware limited liability company ("**Master Developer**"), with reference to the facts set forth below. City and Master Developer are collectively referred to herein as the "**Parties**".

RECITALS

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **Section 1**.

A. Master Developer has obtained development approvals from the City ("**Entitlements**") for that certain real property within the City, more particularly described on **Exhibit "A"** attached hereto ("**Covered Property**"). The Covered Property is owned by various Owners who are identified on the Consent of Owners attached to the signature page to this Agreement. The Covered Property is within the project known as "Brea Place". If developed as planned, Brea Place will consist of a mixed use residential, office, retail and hotel development.

B. The Tracks at Brea Trail is a multi-use public trail and lineal park on City-owned property which includes bikeways, pedestrian foot paths, landscaping and other public amenities. A portion of The Tracks at Brea Trail is planned to be located immediately adjacent to portions of the Covered Property in the area designated as "The Tracks at Brea Trail" on the Site Plan attached hereto as **Exhibit "B"**. A pedestrian footpath ("**The Tracks at Brea Trail Access Pathway**") which connects Brea Place with The Tracks at Brea Trail are planned to be constructed within the Covered Property and the Tracks at Brea Trail is also planned to include certain trees along the boundary along portions of the Covered Property ("**The Tracks at Brea Trail Trees**").

C. The Entitlements consist of Tentative Parcel Map No. 2016-178 and Conditional Use Permit No. 16-11 ("**Entitlements**"). Condition "r" of Tentative Parcel Map No. 2016-178 and Condition "n" of Conditional Use Permit No. 16-11 require Master Developer to enter into a maintenance and reimbursement agreement with the City to provide that Master Developer or the Master Association will be responsible for the maintenance of The Tracks at Brea Trail Access Pathway and that the Master Developer or the Master Association will be responsible to reimburse the City for the full, recurring cost, including administrative expenses, incurred by the City to maintain The Tracks at Brea Trail Trees, which costs are referred to herein as the "**City Reimbursement Expenses**."

D. Brea Place, including the Covered Property, is subject to that certain Master Declaration pursuant to which the Master Association has been formed to govern and maintain certain areas within Brea Place. The Master Declaration provides that the Master Association will maintain The Tracks at Brea Trail Access Pathway. The Master Declaration also provides that the Master Association will collect from the Owners of the Parcels within Brea Place the City Reimbursement Expenses and that such expenses will be reimbursed by the Master Association to the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in furtherance of the foregoing Recitals, and good and valuable consideration, the receipt of which are hereby acknowledged, Master Developer and City hereby agree as set forth below:

AGREEMENT

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings:

1.1 **"Agreement"** means this Maintenance and Reimbursement Agreement for The Tracks at Brea Trail.

1.2 **"Applicable Laws"** means the Entitlements, including applicable conditions of approval, and any law, regulation, rule, order or ordinance of any governmental agencies having jurisdiction over The Tracks at Brea Trails Access Pathway now in effect or as hereafter promulgated.

1.3 **"City"** means the City of Brea.

1.4 **"City Reimbursement Expenses"** means the costs incurred by the City to maintain, repair and replace The Tracks at Brea Trail Trees, including any administration cost incurred by the City which is directly attributable to the City's maintenance of The Tracks at Brea Trail Trees.

1.5 **"City Reimbursement Expenses Commencement Date"** means the date upon which the City commences its maintenance of The Tracks at Brea Trail Trees.

1.6 **"Default Interest Rate"** means the rate of eight percent (8%) per annum but not to exceed the maximum amount allowed by law.

1.7 **"Entitlements"** has the meaning set forth in Recital C.

1.8 **"Master Association"** means the Brea Place Master Association, a California nonprofit mutual benefit corporation, which was formed and operates under the Master Declaration.

1.9 **"Master Declaration"** means the Master Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for Brea Place, recorded in the Official Records on October 6, 2017, as Document No. 2017-000427769, and any amendments or supplements thereto.

1.10 **"Master Developer"** means Brea Place Acquisition Partners, LLC, a Delaware limited liability company and shall include any successors and assigns of Brea Place Acquisition Partners, LLC.

1.11 **"Covered Property"** means all of the property described on **Exhibit "A"**, which is depicted on the Site Plan as "Covered Property".

1.12 **"Official Records"** means the official public records in the Office of the County Recorder of Orange County.

1.13 "Owner" means the record owner from time to time, whether one (1) or more Persons, of fee simple title to any Parcel. "Owner" shall exclude those Persons merely having a security interest in a Parcel, unless and until such Person acquires fee title thereto.

1.14 "Parcel" means each legally subdivided Parcel within the Covered Property or Brea Place, as applicable.

1.15 "Site Plan" means the site plan attached hereto as **Exhibit "B"** which is included solely as a pictorial illustration of the approximate, current configuration of portions of the Covered Property, The Tracks at Brea Trail, and The Tracks at Brea Trail Access Pathway.

1.16 "The Tracks at Brea Trail" means the areas owned by the City located adjacent to portions of the Covered Property known as "The Tracks at Brea Trail", portions of which are generally depicted on the Site Plan.

1.17 "The Tracks at Brea Trail Access Pathway" means the pathway and decorative bridge with locking gating, as referenced in the Entitlements, located adjacent to a portion of the Covered Property depicted on the Site Plan as "The Tracks at Brea Trail Access Pathway", and which provide access to The Tracks at Brea Trail.

1.18 "The Tracks at Brea Trail Trees" mean those certain trees consisting of mature, specimen quality and sized trees (minimum 60" box), required by the Entitlements within The Tracks at Brea Trail bordering portions of the Covered Property and as depicted in Exhibit "B".

2. Maintenance of The Tracks at Brea Trail Access Pathway. Upon completion of the installation and construction of the Tracks at Brea Trail Access Pathway such that it is open for passage to the Tracks at Brea Trail, the Master Association shall be solely responsible for repairing, restoring, reconstructing, and maintaining the Tracks at Brea Trail Access Pathway in good, safe, undamaged, graffiti-free (graffiti shall be removed within 24-hours by the Master Association), and unobstructed condition, and in compliance with all Applicable Laws. The Master Association shall provide the City Engineer not less than five (5) business days prior, written notice before performing any work of any kind in or upon property owned by the City including, but not limited to, property comprising The Tracks at Brea Trail. The Master Association shall promptly repair or replace, to the reasonable satisfaction of the City Engineer, any City-owned improvements damaged as a result of any maintenance, restoration, or other work required by this Section 2 to be performed by the Master Association. Should the Master Association fail to complete such repairs or replacement within ten (10) business days of the date of occurrence of such damage, then City shall be authorized to make such repairs or replacement, and the City's actual costs in so doing shall be and become a due and payable City Reimbursement Expense.

4. The Tracks at Brea Trail Trees

4.1 Maintenance Obligation. The Tracks at Brea Trail Trees shall be maintained by the City in a good and thriving condition. Maintenance shall include, but is not limited to, regular trimming pursuant to applicable arboreal standards, replacement of dead, damaged or diseased trees with not less than similar species, minimum 60 inch box specimens, including all related clean-up activities, and maintenance of irrigation in a fully functional condition. The cost of the foregoing maintenance, i.e., the City Reimbursement Expenses, shall initially be borne by the City, but shall be reimbursed by the Master Association in accordance with the provisions set forth in this **Section 3**. The Master Developer, Master Association and all Owners of the Covered Property shall have no obligation to maintain The Tracks at Brea Trail Trees, except as provided in this Agreement.

4.2 City Reimbursement Expenses. The Master Association shall be obligated to pay the City Reimbursement Expenses in accordance with the provisions set forth herein.

4.2.1 Payment of City Reimbursement Expenses. The City shall periodically submit invoices to the Master Association for City Reimbursement Expenses actually incurred by the City. The Master Association shall pay the City Reimbursement Expenses to City within thirty (30) days of receipt of each such invoice.

4.3 Late Payments. If the City Reimbursement Expenses are not paid when due, such amounts shall bear interest at the Default Interest Rate. Any costs of collection, including, without limitation, attorneys' fees, shall also be added to such payment, if applicable.

5. Miscellaneous Provisions.

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

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

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

If to City:

Steve Kooyman, P.E.
City of Brea, City Engineer
1 Civic Center Circle
Brea, CA 92821

If to Master Association:

Brea Place Master Association
c/o Amy Higuchi
4000 MacArthur Boulevard, Suite 110
Newport Beach, CA 92660

5.4 Binding on Successors. The provisions of this Agreement shall run with the land and are established in accordance with Section 1468 of the California Civil Code, as same may be amended from time to time, for the benefit of and to be binding upon each of the Owners of the Covered Property, the Master Developer and the City, and the successors, assignees and grantees of all or any portion of the Covered Property or interests therein affected hereby.

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

5.6 California Law. This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the

laws of the State of California. This Agreement shall be deemed made and entered into in, and venue for any legal action arising out of this Agreement shall be, the County of Orange, California..

5.7 Counterparts. This Agreement may be executed in counterparts, each of which when taken together will constitute one fully executed original.

5.8 Integrated Agreement. This Agreement, together with all Exhibits, each of which is incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter herein. No representation or promise, express, implied, verbal, or written that is not expressly set forth herein, shall be binding or have any force or effect.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

CITY OF BRE:

CITY OF BREa, a municipal corporation

Glenn Parker, Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

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 _____)
County of _____) ss:

On _____ before me, _____, a 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)

BREA PLACE ACQUISITIONS PARTNERS LLC,
a Delaware limited liability company

By: Hines Brea Place Acquisitions Partners LLC,
its managing member

By: Hines Brea Place Associates Limited Partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
its general partner

By: HIMH GP LLC,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
its sole member

By: JCH Investments, Inc.,
its general partner

SCP

By: 
Name: Raymond Lawler

Title: Senior Managing Director

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.

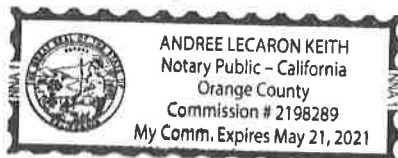
State of California)
) ss:
County of orange)

On 2/9/18 before me, Andree Lelaron Keith, a Notary Public, personally appeared Raymond Lauler, 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 Andree Lelaron Keith (Seal)



Consent of Owners:

The undersigned, as all of the Owners of the Covered Property, consent to the recordation of this Agreement on the Covered Property as an encumbrance on title to the Covered Property.

[Signatures continue on next page]

BPAP WEST 135 AND 145 LLC,
a Delaware limited liability company

By: Brea Place Improved Property Holdings LLC, its sole member

By: Brea Place Acquisitions Partners LLC, its sole member

By: Hines Brea Place Acquisitions Partners LLC, its managing member

By: Hines Brea Place Associates Limited Partnership, its sole member

By: Hines Investment Management Holdings Limited Partnership, its
general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its
sole member

By: JCH Investments, Inc., its general partner

SCP By:

Name:

Title:


Raymond Lawler

Senior Managing Director

[Signatures continue on next page]

ACKNOWLEDGMENT

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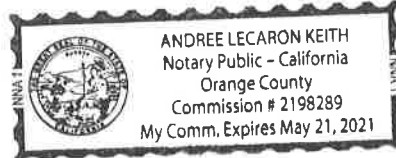
State of California)
County of orange) ss:

On 2/9/18 before me, Andree Lecaron Keith, a Notary Public, personally appeared Raymond Lawler, 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 Andree Lecaron Keith (Seal)



AVALON BREA PLACE (PHASE I), LLC,
a Delaware limited liability company

By: Avalon Brea Place, LLC,
a Delaware limited liability company,
its Manager

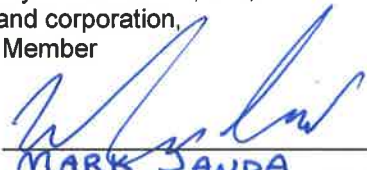
By: Avalon Brea Place Member, LLC,
a Delaware limited liability company,
its Series A Member

By: AvalonBay Communities, Inc.,
a Maryland corporation,
its Sole Member

By:

Name:

Title:


MARK SANDA
SENIOR VICE PRESIDENT

[Signatures continue on next page]

ACKNOWLEDGMENT

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State of CALIFORNIA)
County of ORANGE) ss:

On FEBRUARY 15, 2018 before me, JANICE D. POPE, a Notary Public, personally appeared MARK JANDA, 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 Janice D. Pope (Seal)



BPAP NORTHWEST LAND LLC,
a Delaware limited liability company

By: Brea Place Acquisitions Partners LLC,
its sole member

By: Hines Brea Place Acquisitions Partners LLC,
its managing member

By: Hines Brea Place Associates Limited Partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
its general partner

By: HIMH GP LLC,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
its sole member

By: JCH Investments, Inc.,
its general partner

SCP

By: _____
Name:
Title:


Raymond Lawler
Senior Managing Director

[Signatures continue on next page]

ACKNOWLEDGMENT

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State of California)

County of Orange) ss:

On 2/9/18 before me, Andree Lecaron Keith, a Notary Public, personally appeared Raymond Carter, 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 Andree Lecaron Keith (Seal)

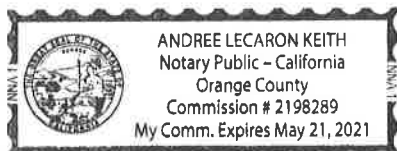


EXHIBIT "A"

LEGAL DESCRIPTION OF COVERED PROPERTY

PARCELS 1 THROUGH 8, INCLUSIVE, OF PARCEL MAP NO. 87-267, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 224, PAGES 34 THROUGH 38, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 319-331-07; 319-331-10; 319-331-11; 319-331-12; 319-331-13; 319-331-14; 319-331-15

WEST CAMPUS PHASE 1 SITE PLAN

BREA PLACE

HINES

ARCHITECTS ORANGE

BREA, CA

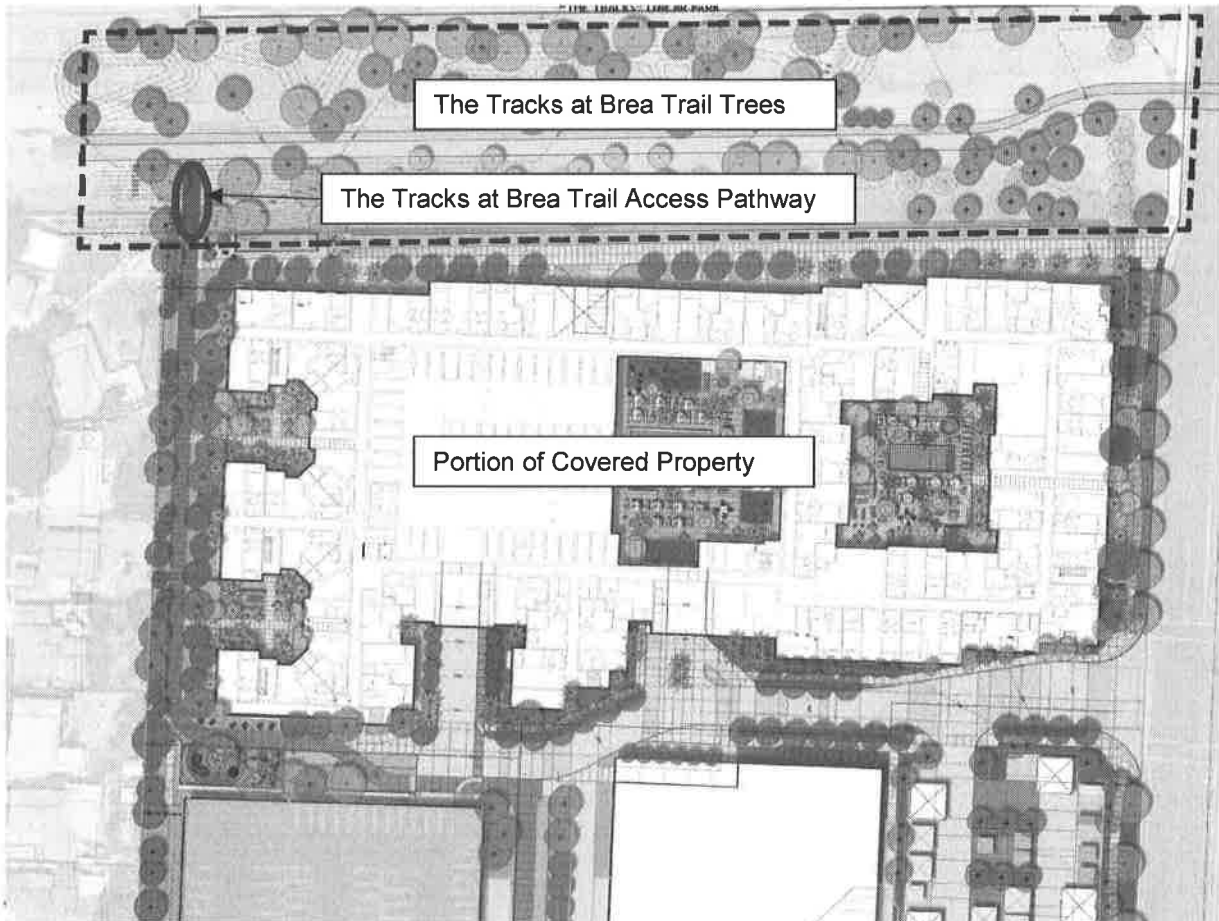
SCALE: 1" = 40'

10/10/2017

SIZE PLAN	DATE	DESCRIPTION
1	10/10/2017	1. INITIAL CONCEPT
2	10/10/2017	2. PRELIMINARY DESIGN
3	10/10/2017	3. PRELIMINARY DESIGN
4	10/10/2017	4. PRELIMINARY DESIGN
5	10/10/2017	5. PRELIMINARY DESIGN
6	10/10/2017	6. PRELIMINARY DESIGN
7	10/10/2017	7. PRELIMINARY DESIGN
8	10/10/2017	8. PRELIMINARY DESIGN

EXHIBIT "B"

SITE PLAN



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Brea
1 Civic Center Cl. 2nd fl.
Brea, California 92821
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND NOVATION OF SUBDIVISION IMPROVEMENT AGREEMENT
WITH CITY CONSENT**

FINAL PARCEL MAP NO. 2016-178

THIS ASSIGNMENT AND NOVATION OF SUBDIVISION IMPROVEMENT AGREEMENT (this "Assignment") is made and entered into as of _____, 2018 (the "Assignment Date") by and among BPAP NORTHWEST LAND LLC, BPAP SOUTHWEST LAND LLC, and BPAP WEST 135 AND 145 LLC, each a Delaware limited liability company (collectively, "Assignor"), and AVALON BREA PLACE, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and the City of Brea entered into that certain Subdivision Improvement Agreement (Final Parcel Map No. 2016-178) dated _____ and recorded in the real property records of Orange County, California on _____ as Instrument No. _____ (the "SIA").

B. Assignor wishes to transfer, convey and assign all right, title, interest and obligations of Assignor in, to and under the SIA, and Assignee wishes to assume all of Assignor's obligations under the SIA arising from and after the Assignment Date, subject to obtaining the consent of the City and a release by City of Assignor from any and all obligations under the SIA accruing from and after the Assignment Date.

C. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Assignment shall have the same meanings given such terms in the SIA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt legal sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of Assignment Date, Assignor hereby grants, assigns and transfers to Assignee all of Assignor's right, title and interest as Subdivider in and to the SIA, including specifically, and subject to, all of the obligations and burdens of Assignor thereunder and all benefits and rights of Assignor thereunder.

2. Assumption and Amendment to Notice Provision. Effective as of the Assignment Date, Assignee hereby agrees to and accepts the assignment from Assignor as described in Section 1 of this Assignment, and, in addition, assumes and agrees to perform (from and after the Assignment Date) all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor under the SIA, all with the same force and effect as if Assignee was originally named as Subdivider in the SIA, upon the express condition that the notices address for Subdivider set forth in Section 15 (Notices) of the SIA shall be deleted and replaced with the following information:

"If to Subdivider: AVALON BREA PLACE, LLC
c/o AvalonBay Communities Inc.
2050 Main Street, Suite 1200
Irvine, CA 92614
Attn: Mark Janda"

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing signed by the parties.

5. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective successors in interest and assigns.

6. Further Assurances. The parties hereto hereby agree to execute and deliver all further assurances, assignments and any other documents, and to take any other actions reasonably necessary to facilitate the assignment and assumption provided for in this Assignment.

7. Governing Law and Venue. This Assignment shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

8. Effective Date of this Assignment. This Assignment shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Assignor and Assignee shall first execute this Assignment and thereafter submit it to the City.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

ASSIGNOR:

**BPAP NORTHWEST LAND LLC,
BPAP SOUTHWEST LAND LLC,**
each a Delaware limited liability company

By: Brea Place Acquisitions Partners LLC, its sole member

By: Hines Brea Place Acquisitions Partners LLC, its managing member

By: Hines Brea Place Associates Limited Partnership, its sole member

By: Hines Investment Management Holdings Limited Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its sole member

By: JCH Investments, Inc., its general partner

SCP

By:

Name:
Title:

Raymond Lawler
Senior Managing Director

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.

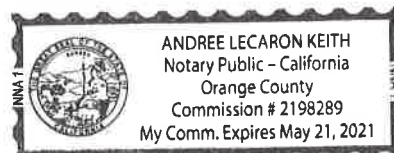
State of California)
County of Orange) ss:

On 2/9/18 before me, Andree LeCaron Keith, a Notary Public, personally appeared Raymond Lawler, 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 Andree LeCaron Keith (Seal)



BPAP WEST 135 AND 145 LLC,
a Delaware limited liability company

By: Brea Place Improved Property Holdings LLC, its sole member

By: Brea Place Acquisitions Partners LLC, its sole member

By: Hines Brea Place Acquisitions Partners LLC, its managing member

By: Hines Brea Place Associates Limited Partnership, its sole member

By: Hines Investment Management Holdings Limited Partnership, its
general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its
sole member

By: JCH Investments, Inc., its general partner

sup

By:

Name:

Title:

Raymond Lawler

Senior Managing Director

ACKNOWLEDGMENT

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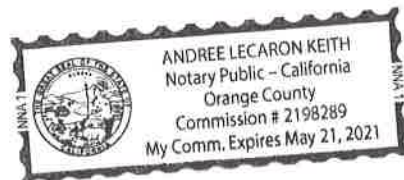
State of California)
County of orange) ss:

On 2/18/18 before me, Andree LeCaron Keith, a Notary Public, personally appeared Raymond Lawler, 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 Andree LeCaron Keith (Seal)

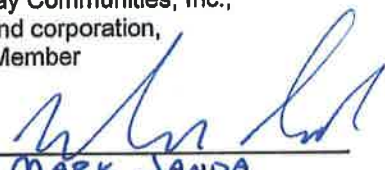


ASSIGNEE:

AVALON BREA PLACE, LLC,
a Delaware limited liability company

By: Avalon Brea Place Member, LLC,
a Delaware limited liability company,
its Series A Member

By: AvalonBay Communities, Inc.,
a Maryland corporation,
its Sole Member

By: 
Name: MARK JANDA
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

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

State of CALIFORNIA)
) ss:
County of ORANGE)

On FEBRUARY 12, 2018 before me, JANICE D. POPE, a Notary Public, personally appeared MARK JANDA, 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)



City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Polyphagous Shot Hole Borer Treatment

RECOMMENDATION

Approve Purchase Order for Polyphagous Shot Hole Borer (PSHB) Treatment in the amount not-to-exceed \$50,000 with West Coast Arborists, Inc.

BACKGROUND/DISCUSSION

Recently, a pest called the PSHB has been attacking native and landscape trees. It has been spotted in Brea by our tree contractor, West Coast Arborists, primarily infesting our Sycamore trees. Brea's tree inventory contains approximately 360 Sycamores. Method of treatment depends on the severity and the length of infestation. In the past, the solution was to remove the infested tree. However, there are now other less severe options available in an effort to save the trees.

One of these other options involves soil drenching and trunk spraying and another is trunk injections, which contain a blend of insecticide and fungicide and is expected to give two years of treatment. City staff feels the latter is the most cost effective and efficient option at this time. This method has the least impact to the public compared to the spraying and soil soak methods and is expected to extend the life of the trees. Injection costs are based on a dollar amount per tree inch diameter at chest height and three bids were received as follows:

Contractor	Price Per Inch
West Coast Arborists, Inc.	\$7.00 per inch unrestricted inches
Reliable Pest Work, Inc. (RPW Services, Inc.)	\$9.00 per inch under 1,000 inches
	\$8.00 per inch between 1,000 and 3,000 inches
	\$7.00 per inch over 3,000 inches
TruGreen Commercial	\$21.00 per inch under 1,000 inches
	\$17.00 per inch over 1,000 inches

We currently estimate that we will be treating over 5,000 inches, which puts West Coast Arborists, Inc. and RPW Services, Inc. at the \$7.00 per inch price; however, the City has had West Coast Arborists, Inc. as our tree contractor for over twenty years and City staff feels they will do a faster, more efficient job without as much oversight since they already know our tree inventory. Funds are available in the 2017/18 Fiscal Year budget.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their March 8, 2018 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

Staff recommends approving the Purchase Order for PSHB Treatment with West Coast Arborists, Inc. from accounting 110-51-5142-4249 for the not-to-exceed amount of \$50,000. Funds are available in the 2017/18 Fiscal Year Budget. Three quotes are attached.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Chris Beckman, Park Supervisor
Concurrence: Bill Bowlus, Public Works Superintendent
Tony Olmos, P.E., Public Works Director

Attachments

Quotes

Proposal 48899

CA Contractors License #366764 | AZ Contractors License #258981
DIR Registration #1000000956
Liability Insured



West Coast Arborists, Inc.
2200 E. Via Burton St.
Anaheim, CA 92806
(P) 800.521.3714 (E) 714.991.7844

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER: CITY OF BREA	INV. NEEDED: Yes			
MAIN CONTACT: CHRIS BECKMAN	BILLING CONTACT: CHRIS BECKMAN			
ADDRESS: 545 N. BERRY STREET BREA, CA 92821	ADDRESS: 545 N. BERRY STREET BREA, CA 92821			
PHONE/FAX: (714) 240-9484 / -	PHONE/FAX: (714) 240-9484 / -			
EMAIL: CHRISBE@CI.BREA.CA.US	EMAIL: CHRISBE@CI.BREA.CA.US			
JOB LOCATION: Various				
JOB DESCRIPTION: Sycamore Tree Injections per inch DBH cost. Actual number of inches to be determined in the field.				
QTY	DESCRIPTION	U/M	U/P	TOTAL
1	Sycamore Tree Injections per inch DBH	Inch	\$7.00	\$7.00
GRAND TOTAL:				\$7.00
<i>All work will be completed in accordance with ANSI A300 standards. Price reflects payment of prevailing wage rates under the wage determination: Tree Maintenance Laborer, and reporting of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws.</i>				
COMMENTS: Price: \$7 per inch Chemicals: 5 Ml of Tree-age G4 (insecticide) 6 Ml of Propizol (fungicide) The chemicals and rates are based on the attached research from Arborjet.				
ESTIMATED BY: RANDY THOMPSON		Date: 2/26/2018		
ACCEPTED BY:		Date:		

RPW SERVICES, INC

RESPONSIVE PEST WORK

PROPOSAL

TO:	FROM:
Chris Beckman	Paul Webb
COMPANY:	DATE:
City of Brea Parks Division	2/26/2018
EMAIL:	TOTAL NO. OF PAGES:
Beckman, Chris <ChrisBe@ci.brea.ca.us>	1
PHONE NUMBER:	RE:
714-990-7692	PSHB
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

NOTES/COMMENTS:

Chris,

There are varying methods of control of PSHB. One of the most promising methods shown to provide control of the borer is the use of trunk injections with the Arborjet System, injecting Treeage insecticide and Propisol fungicide. This is based on research and studies performed by UCR, Akif Eskalen, published December 2016.

Our prices are based on Volume;

Under 1,000 DBH \$9.00 per DBH

Up to 3,000 and Under DBH \$8.00 per DBH (2,500 DBH cost is \$20,000.00)

Up to and Over 3,000 DBH \$7.00 per DBH (3,000 DBH cost is \$21,000.00)

RPW Services Inc. will measure every tree to insure proper dosage, 10 ml Treeage and 20ml Propisol per diameter breast height, and record the application.

If there are any questions please call.

Paul Webb

PO BOX 2342 FULLERTON, CA. 92837

STATE LICENSE: 30650 C27: 942173

714-870-6352 909-608-1234 FAX: 714-870-6485 MOBILE: 714-412-3515

E-MAIL: PWEBB@RPWSERVICESINC.COM



PROPOSAL FOR WORK TO BE DONE

February 26, 2018
Deanna Brush
1620 S. Sinclair St.
Anaheim, CA 92806
(805) 207-6499 cell
(714) 630-3085 ext.2 office
(714) 705-4886 fax

Customer Information

Bill To:

City of Brea
1 Civic Center Cir
Brea, CA 92821
(714) 990-7600

Service Location:

Various Sycamores
Throughout the city**

Detail of Charges

Service Description	Qty.	Total Price
Tree-age Injections \$11 per DBH under 1000		
Tree-age Injections \$9 per DBH over 1000		
Fungicide Injections \$10 per DBH under 1000		
Fungicide Injections \$8 per DBH over 1000		

Special Instructions:

Service includes injections for Sycamore Trees located in
Residential Parkways, City Parks and Facilities and Areas

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Amendment No.1 to Professional Services Agreement with Parsons Transportation Group, Inc. for Design Services and Resolution for Appropriating Additional Funds for the SR-57 & Lambert Road Interchange Improvements, CIP 7251

RECOMMENDATION

Adopt Resolution for Appropriating Additional Funds; and Approve Amendment No. 1 to Professional Services Agreement (PSA)

BACKGROUND/DISCUSSION

The State Route (SR)-57 & Lambert Road Interchange Improvements ("Project"), Project 7251, was initiated in 1999 between the City of Brea and the State of California Department of Transportation ("Caltrans") to address traffic congestion on Lambert Road at the SR-57 interchange and at the adjacent intersection of Lambert Road and State College Boulevard. In 2007, the Project Study Report was completed and the Project was formally programed in the City's 2008 Capital Improvement Program ("CIP") budget as well as Caltrans' annual budget.

A Project Study Report ("PSR") to develop project need and purpose, and to develop preliminary alternatives for the proposed improvements, was approved by Caltrans in November 2007. On August 16, 2011, the preparation of environmental documents called "Project Approval and Environmental Document Phase" ("PA&ED Phase") was initiated by Caltrans and their consultant RBF Consulting, a Michael Baker International Company ("RBF"). The PA&ED Phase was completed in November 2015, with the approval of the Project Report and Environmental Document. The preferred Project Alternative 7A within the PA&ED documents proposes to add a northbound loop on-ramp and realign northbound off-ramp; widen southbound ramps and bridge over the railroad; convert southbound exit ramp to a two (2) lane exit and widen Lambert Road from west State College.

On June 16, 2015, the City Council approved a Professional Services Agreement ("PSA") with Parsons Transportation Group, Inc. ("Parsons") to complete the "Plans, Specifications, and Estimate Phase" ("PS&E Phase") for the Project in the amount of \$3,320,000 with a \$100,000 contingency and total PSA amount of \$3,420,000. The original scope of work for this PSA was defined to complete the PS&E for the preferred Project Alternative 7A. Since November 2015, the City along with Parsons have been working with Caltrans to complete the PS&E Phase. In December 2016, the 65% PS&E was completed for the Project Alternative 7A with some modifications to the design which included additional widening of the existing Lambert Road bridge to accommodate a future Caltrans truck climbing lane. Soon thereafter, the Project was

separated into four (4) phases due to construction funding constraints, with the focus on completing the PS&E Phase for the Phase 1 Project. Phase 1 construction will add the northbound loop on-ramp and realign northbound off-ramp and modify the existing northbound on-ramp north of Lambert Road (East of SR-57). Phase 2 will convert the southbound off-ramp to a two (2) lane exit. Phase 3 will widen the southbound on-ramp and bridge over the railroad. This phase will also widen Lambert Road west of the southbound ramps. The final Phase 4 includes widening of Lambert Road and SR-57 bridge modification on the east side of the freeway, which is part of the Caltrans Truck Climbing Lane Project.

In June of 2017, the PS&E for the Phase 1 Project was considered substantially complete by Parsons and ready for final review and approval from Caltrans, which required securing the necessary Right-of-Way ("R/W") to construct. Therefore, on June 6, 2017, the City Council approved a PSA with CPSI ("R/W Consultant") to assist the City with the completion of the R/W Phase. The R/W acquisition for the Project involves a full take and several partial takes. The construction of Phase 1 requires the full acquisition of the existing Carwash on Lambert Road, including partial acquisitions with the adjacent properties east of the Carwash and Olen Point property on the north side of Lambert Road. Phases 2 and 3 construction also require R/W, however, all parcels affected in Phases 2 and 3 are owned by the City and the Orange County Transportation Authority ("OCTA"). No R/W take is anticipated for the Phase 4 construction, other than some potential utility relocations. It is anticipated that the R/W Acquisition Phase will be completed in November 2018.

In October of 2017, staff submitted a grant application to OCTA in the amount of \$12.8 million to fund the construction of the Phase 1 Project, which is currently being reviewed for final selection as part of the competitive Measure M2 Comprehensive Transportation Funding Program. On December 5, 2017, the City Council adopted Resolution 2017-070 approving the submittal of the grant application. If approved by OCTA around May 2018, it is anticipated that these funds would be available in Fiscal Year 2018-19.

In November 2017, staff from Caltrans, OCTA, and the City began discussions on funding the entire Project using various funding sources from the United States Department of Transportation's Infrastructure for Rebuilding America ("INFRA") competitive grant program and the California State Transportation's Trade Corridor Enhancement Program ("TCEP"). Therefore, the collective group decided to hold the Phase 1 PS&E submittal at the substantial completion stage and to look into completing the overall Project PS&E (Phases 1-4) as one bid package with the intent to seek funding to construct the entire Project. Furthermore, it was decided that Caltrans would take the lead on this effort and Advertise, Award, and Administer ("AAA") the construction contract, with City oversight.

In November 2017 and January 2018, OCTA and Caltrans submitted the appropriate documentation for both grant programs with an estimated total construction and construction engineering cost of \$77 million. This cost estimate included the additional work related to the Phase 4 bridge widening truck climbing lanes component; the added sound walls along the north and south bound on-ramps; some modifications to the retaining walls at the south bound off-ramp; design updates based on the Caltrans Standard Specifications and Plans; and Caltrans AAA costs. It is anticipated that the final decision with respect to grant notifications for the OCTA INFRA grant application (\$25 M) will be in the summer of 2018. The California Transportation Commission ("CTC") will review and consider approval of project awards for the TCEP grant application (\$65.7M) at their May 16, 2018 meeting. Currently, the TCEP grant application has been ranked very high by Caltrans and is part of the top five projects within the \$1.3 billion program. Therefore, staff is optimistic that this grant application will be approved for

funding by the CTC.

This added scope of work was not included within the original PSA with Parsons. Therefore, staff requested Parsons to provide an amended Scope of Work ("SOW") with costs for review and inclusion within a PSA Amendment for the City Council to consider. In February 2018, staff received the amended SOW with costs from Parsons and through several meetings and negotiations reached a reasonable PS&E Phase amended SOW for a not-to-exceed cost of \$2.15 million. This amended cost would bring the total PSA for the Project to \$5.57 million, which is approximately 10% of the updated construction estimate. This detailed amended SOW is provided as Attachment B-1 within Amendment No. 1 to the PSA (see attached "Amendment No. 1"). If this Amendment No. 1 is approved by the City Council, Parsons has estimated that the PS&E bid ready package for the entire Project will be completed by October 2018. Furthermore, to insure the Project continues on course to construction, if Caltrans and OCTA grant funding opportunities for the entire Project don't obtain approval, then Parsons will complete the Phase 1 PS&E for a bid ready project as part of the original PSA SOW.

Additionally, in order to proceed with the amended SOW, the Project design budget needs to be increased appropriately for the added \$2.15 million. Therefore, staff prepared a Resolution to appropriate the additional funds to the Project for the City Council to consider (see "Resolution").

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their March 8, 2018 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The current FY 2017-18 Budget for Design and R/W Acquisition for the Project, which includes the carryover balance from FY 2016-17, is depicted within the following tables:

Expense Category	FY 2017-18 Budget	Proposed Amendment	Total Amended Budget
Design	\$638,851	\$2,150,000	\$2,788,851
R/W Acquisition	\$14,929,000	\$0	\$14,929,000
TOTALS	\$15,568,051	\$2,150,000	\$17,717,851

Funding Source	FY 2017-18 Budget	Proposed Amendment	Total Amended Budget
Fund 540	\$638,851	\$2,150,000	\$2,788,855
OCTA M2 Grant	\$5,929,200	\$0	\$5,929,200
STIP (1)	\$9,000,000	\$0	\$9,000,000
TOTALS	\$15,568,051	\$2,150,000	\$17,717,851

(1) - The State Transportation Improvement Program (STIP) funding was originally programed for construction funding at \$22.1 million in FY 2019-20. Due to the FY 2016-17 State STIP Shortfall, the funding allocation was reduced to \$9 million and re-appropriated for R/W Acquisition in FY 2019-20, with an ability to obtain an advancement of funds in FY 2017-18. Caltrans and OCTA are currently working with the CTC to advance the funds to FY 2017-18 in coordination with the TCEP grant application.

With the requested funds of \$2.15 million from the Traffic Impact Fees (Fund 540), the Design Phase will be fully funded to deliver the complete Project (Phases 1-4) for an anticipated bid for construction in the fall of 2018. Currently, there is approximately \$2.4 million fund balance within Fund 540. There are no General Funds being used for the Project. Staff has prepared a Resolution to appropriate the additional funds from Fund 540 to the Project for design. Therefore, staff recommends the City Council consider adopting the Resolution.

Parsons has been working on the PS&E Phase for this Project since June of 2015 with the goal to deliver the bid ready set of documents for construction in 2018. Due to various modifications, additional Phase 4 work, updated standard specifications requirements, and added sound walls, the PSA with SOW requires an amendment. The main catalyst to move forward with the amended PSA now relates to the recent opportunity for Caltrans, OCTA, and City to apply for INFRA and TCEP funds to allocate for the entire Project construction and construction engineering cost, which is now estimated at \$77 million. Staff has negotiated an amended SOW with Parsons in the amount of \$2.15 million to complete the work and delivery the complete PS&E Phase for Caltrans to bid in the fall of 2018, pending funding commitments from the two grant programs. Therefore, staff recommends the City Council consider approving Amendment No. 1 to the PSA with Parsons.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

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

Attachments

Amendment No. 1

Resolution

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement is made and entered into this ____ day of _____ 2018, by and between **Parsons Transportation Group Inc.** ("CONSULTANT") and the **CITY OF BREA** ("CITY").

A. Recitals.

(i) **On or about June 16, 2015**, CITY and CONSULTANT entered into an Agreement for professional services, whereby CONSULTANT provides professional services with respect to the preparation of Plans, Specifications, and Estimate for the SR-57 & Lambert Road Interchange Improvements ("Project") ("Agreement", hereinafter).

(ii) The parties hereto desire to amend the Scope of Work within the Agreement and to increase the total contract amount for said Scope of Work from \$3,420,000 to \$5,570,000.

B. Amendment.

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

1. Notwithstanding any other provision therein, Section B2. of the Agreement shall be amended with the Scope of Work pursuant to Attachment B-1; and
2. Notwithstanding any other provision therein, Section B1. (c) of the Agreement shall be amended for the Completion of the Project date pursuant to Attachment C-1; and
3. Notwithstanding any other provision therein, the contract amount within Section B3. of the Agreement shall be increased from \$3,320,000 plus \$100,000 contingency (\$3,420,000) to a total Not-To-Exceed amount of \$5,570,000; and
4. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain unchanged; and
5. **The persons** executing this Amendment No. 1 warrant that they are authorized to execute this Amendment No. 1 and that this Amendment is binding on the parties hereto.

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

CITY OF BREA
A California municipal corporation

Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

CONSULTANT
Parsons Transportation Group Inc.

Chris A. Johnson, Vice President

Joe Elitarake, Vice President
(two signatures required if corporation)

ATTACHMENT B-1

Amended Scope of Work

SCOPE OF WORK

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Consultant's (Parsons) original contract Scope of Work and fee for developing Plans, Specifications, and Estimate (PS&E) for the SR-57 & Lambert Road Interchange Improvements (Project) included design of the northbound and southbound ramps pursuant to the City's Request for Proposal dated August 15, 2014 and Proposal from Parsons dated May 29, 2015. Alternative 7A was determined to be the preferred alternative within the approved Environmental Document and Project Report, which was approved in November 2015. Soon thereafter, Parsons and City proposed some design modifications to Alternative 7A which was accepted by Caltrans. Therefore, Parsons pursued the PS&E for the Modified Alternative 7A. Upon completion of the Draft PS&E (65%) Submittal, the City and Caltrans agreed to a phased delivery of the Project to meet available funding budget. The Phases were divided into four (4), with Phase 1-3 associated with the original PS&E Scope of Work and Phase 4 part of a future NB Truck Climbing Lane project lead by Caltrans. The City and Caltrans determined that improvements to the northbound ramps, including the proposed loop ramp were the most cost-effective improvements to be implemented as the Minimum Operating Segment (Phase 1). This phased delivery change required preparation of a supplemental Project Report and Environmental Revalidation as well as preparing a revised PS&E package specific to delivery of Phase 1 to construction. Upon submittal of the 95% Phase 1 PS&E package, it has been determined that full Project funding may be allocated, which also includes accommodations for the future NB truck climbing lane (Phase 4). Additionally, the amended Scope of Work includes design, plans, and specifications for the El Torrito non-standard transparent sound wall, and the preferred Caltrans standard soundwall along the southbound on/off ramps as identified within the December 5, 2016 "Supplemental Noise Study" prepared by LSA. Furthermore, an additional Supplemental Project Report and Environmental Revalidation will be required for the entire Project. In order to meet the funding requirements, the Final PS&E for all four phases needs to be Caltrans certified Ready To List (RTL) prior to October 2018. Therefore, the Scope of Work to achieve this delivery schedule with added design features has been updated accordingly.

1.1-2 Location and Limits

SR-57 between Imperial Highway (SR-90) and Lambert Road Off-ramp in the City of Brea (Post Miles 19.89/21.2).

1.1-3 Statement of Intent

Consultant shall perform management, engineering, and environmental services to prepare the PS&E submittal for Caltrans certified RTL with complete support to achieve the accelerated RTL date for the proposed Project.

1.1-4 Proposed Project Alternatives

The proposed improvements, described as Phases 1 through 4, will be the basis for the work contained in this Scope of Work.

The four (4) Project phases are generally described as follows:

Phase 1 (Minimum Operating Segment [MOS])

- Realign the northbound (NB) Off-Ramp to accommodate new NB loop on-ramp
- Construct new NB Loop Ramp from EB Lambert Road.
- Widen existing NB on-ramp shoulders to standard width.
- Widen eastbound (EB) Lambert Road to provide a dedicated right turn pocket for the NB loop on-ramp.
- Widen westbound (WB) Lambert Road to provide a dedicated right turn pocket for the existing NB on-ramp.
- Restripe Lambert Road to provide additional WB left turn storage capacity for the southbound (SB) on-ramp.

Phase 2

- Construct SB auxiliary lane.
- Construct additional lane on the SB off-ramp.
- Widen SB SR-57 median and general-purpose lanes to standard widths.

Phase 3

- Construct additional lane on the SB on-ramp.
- Widen Brea Overhead at the Tracks at Brea.

Phase 4

- Widen NB SR-57 to accommodate truck climbing lane and provide standard median lane and travel lane widths.
- Construct tieback walls under the Lambert Road UC.
- Lower Lambert Road.
- Widen Lambert Road UC to accommodate the future truck climbing lane.
- Widen EB Lambert Road to provide an additional lane from Pomelo Avenue to the SR-57 SB On-Ramp.

1.2 STANDARDS

1.2-1 Latest Editions

Consultant shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions and FHWA guidelines of applicable design and environmental standards as of February 2018.

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to the City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by the City shall be at Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by Consultant for extra work unless Consultant can demonstrate that it has incurred additional expenses as a result thereof.

1.2-3 Plans, Specifications, and Estimate

PS&E shall be prepared in English units and in conformance with all applicable Federal, State, and local laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, roadway maintenance and structure maintenance reports, and other standards that STATE would normally follow, including but not limited to, compliance with applicable Federal Highway Administration (FHWA) requirements. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest Caltrans Standard Specifications and Caltrans approved Standard Special Provisions. Consultant shall furnish the Special Provisions to Caltrans.

1.2-4 Roadway/Design

Roadway design shall be performed in accordance with all applicable Federal, State and local laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, roadway maintenance and structure maintenance reports, and other standards that STATE would normally follow, including but not limited to, compliance with applicable Federal Highway Administration (FHWA) requirements. Fact sheets for mandatory non-standard features shall require approval from Caltrans and FHWA.

1.2-5 Drafting

Roadway and related plans shall be prepared in conformance with the current version as of February 2018 of the Caltrans "Drafting and Plans Manual" and "CADD Manual." Consultant is required to furnish .dgn files

at PS&E.

The size and clarity of lettering on plan sheets requires special attention, as final contract plans are half-size. Plans, which are illegible or otherwise difficult to read, are unacceptable.

1.2-6 Reference Material

Consultant shall utilize the following documents. Please note it is not City's intent to provide a comprehensive list of resources; therefore, Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring they are using the most recent applicable version of all reference material, including any addenda and errata, as of February 2018.

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Caltrans Highway Design Manual including updated Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans DOS Structures Manuals, including Information & Procedures Guide, Design Details, Aids, Practice and Memo to Designers Manuals
- Caltrans Project Development Procedures Manual
- Caltrans Environmental Guidelines & Manuals
- Caltrans Plans Preparation Manual
- Caltrans CADD Manual
- Caltrans Highway Planting and Irrigation Manual
- Caltrans Guide for Submittal of PS&E
- Caltrans RTL Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way Engineering Procedures Handbook
- Caltrans HOV Guidelines
- Caltrans Local Assistance Procedures
- Caltrans Surveys Manual
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- Caltrans Signal and Lighting Guidelines, CMS Guidelines, Ramp Metering Guidelines, Communication Systems Guidelines and National Electrical Code.
- Applicable Caltrans District 12 Design Memorandum
- Caltrans District 12 Quality Control Review Checklists

1.2-7 Product Delivery

- All plans prepared by Consultant shall be in a .dgn file format using the latest Microstation Version as directed by Caltrans District 12 CADD personnel as of February 2018. The plans shall include the Engineer's signature and seal.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format.

1.3 DESIGN CRITERIA

The following is a general listing of specific design criteria which shall be adhered to. Consultant shall utilize the most current version as of February 2018. This list is by no means comprehensive and other standards may apply.

1.3-1 Roadway

Design speed shall follow Caltrans Highway Design Manual (HDM) guidelines as well as pertinent City of Brea standards.

1.3-2 Bridge

Design: Bridge Design Specifications (LRFD) and Seismic Design Criteria (SDC)

1.3-3 Surveys

Consultant shall conduct all surveys in conformance with the Land Surveyor's Act and Caltrans Survey Manual for PS&E.

1.3-4 Materials Report

Consultant shall conform to the guidelines established by Caltrans Office of Materials Engineering and Testing Services (METS).

1.3-5 Drainage

- Q25 for Design on-site drainage
- Q100 for Design off-site drainage
- Q50 for Design for bridge Deck Drain

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** Consultant shall carry out the instructions as received from the City's Project Manager and shall cooperate with Caltrans, and any other consultants working on this Project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve Consultant of his professional responsibility during the performance of this contract. In those instances where Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify City/Caltrans Project Managers of these concerns, together with the reasons therefore.
- 2.1-3** Consultant is responsible for the accuracy and completeness of data, reports, studies, PS&E prepared for this project and shall check such material accordingly. While Caltrans will review the data and plans for conformity with Caltrans Design Standards, as well as conformance with NEPA and CEQA requirements, the responsibility for accuracy and completeness lies with Consultant.
- 2.1-4** Neither Consultant nor its subcontractors shall incorporate materials, or equipment of single or sole source origin, other than those included in Caltrans Standards, into the design without the prior written approval of Caltrans.
- 2.1-5** Reports, studies, plans, data, estimates, and documents produced by Consultant shall be subject to approval and acceptance by Caltrans and FHWA. In the event of non-acceptance due to errors, inconsistencies and omissions, Consultant shall make corrections and return the documents to Caltrans in accordance to the project schedule.
- 2.1-6** The plans, specifications, designs, estimates, calculations, reports, studies, and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and the City. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans QA/QC Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the reports and drawings shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-7** The page identifying preparers of engineering reports, the title for

CITY OF BREAS

SR-57 & Lambert Road Interchange Improvements Amendment #1, 2018
ATTACHMENT B-1, Exhibit A-1

specifications and each sheet of plans, shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation

- 2.1-8** To assist in understanding contract objectives and requirements, Consultant shall hold regular meetings with the City and Caltrans. If the original established schedule is insufficient, Consultant shall hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PS&E development.
- 2.1-9** Consultant may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. Consultant shall maintain a record of such contacts and shall transmit copies of those records to Caltrans and City on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-10** Caltrans and City will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.
- 2.1-11** Consultant shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 2.1-12** Consultant shall designate a Surveys Manager who will coordinate Consultant's surveying operations. The Surveys Manager shall be responsible for all matters related to Consultant's surveying operations, but shall coordinate with Consultant's Project Manager.
- 2.1-13** Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and the Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2. 1-14** In the case of conflicts between the instructions contained in this Scope of Work and those found in the Bridge Memos to Designers, the instructions in this Scope of Work take precedence.
- 2.1-15** Where Consultant is required to prepare and submit studies, reports, plans, etc., to Caltrans as required by this Scope of Work, these shall be

CITY OF BREA

SR-57 & Lambert Road Interchange Improvements Amendment #1, 2018
ATTACHMENT B-1, Exhibit A-1

submitted in draft to City for review prior to submitting to Caltrans. The Project schedule shall reflect City reviews and Consultant revisions as necessary. In addition to City reviews, draft submittals reflected on project schedule and opportunity shall be provided for Caltrans to request revisions, prior to final submission.

2.1-16 Throughout the design of this project, Consultant shall consider least cost alternatives analysis for major project components, where appropriate.

2.1-17 City Project Manager will administer Consultant contract and provide general direction to Consultant. Caltrans will provide Independent Quality Assurance as well as final approval of the PS&E, required reports, and work product.

2.1-18 Selected Consultant shall request and obtain the latest version of the following material (as available) from Caltrans/City:

- Existing aerial photographs and negatives
- Existing survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information
- Project Approval/Environmental Document (electronic file)
- Project Report design plans (electronic dgn files)
- Existing Caltrans Detailed Seismic Revisions Data Sheets
- Existing maintenance reports
- Existing as-built Logs of Test Borings
- Existing noise data
- Existing Materials Data and Foundation Reports
- Pertinent correspondence
- Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, right of way, and traffic/electrical (hard copy and electronic files)
- Caltrans District CADD cell library (hard copy and electronic files)
- Caltrans Headquarters/District font library
- Caltrans CADD plotting pen tables
- Caltrans CADD seed file
- Available aerial mapping for the entire project limits (hard copy and electronic files) in proper format
- Current Standard Special Provisions (hard copy and electronic files)
- Monument disks, plugs, tags, and marker posts
- Current Traffic Counts and Future Year Traffic Projections

2.1-19 Encroachment Permit:

It is the responsibility of Consultant and its sub Consultants to prepare Caltrans encroachment application for the City and obtain the proper permit(s) from Caltrans (including Double Permit) and/or local agencies prior to any field surveys.

2.1-20 Progress Reports:

At the end of each month, Consultant shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant shall submit one copy of a monthly Progress Report to the City Project Manager consisting of a written narrative and an updated bar-chart format of the Project Master Schedule. This report shall be received no later than the tenth (10th) calendar day of the month.

The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by Consultant through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, Consultant falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to Consultant performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s).

The initial Project Master Schedule as agreed to by City shall become the project target. The target schedule shall be displayed on the updated Project Master Schedule.

Consultant Deliverables:

Following are the progress reports, which Consultant shall be responsible for preparing and providing:

- Monthly Progress Reports

2.1-21 Quality Assurance / Quality Control (QA / QC) Plan:

Consultant shall maintain a Quality Assurance / Quality Control Plan throughout performance of the services under this Agreement. The QA/QC Plan is intended to ensure that the reports, plans, studies, estimates, and other documents submitted under the Agreement are complete, accurate, checked, and proofread to meet professional engineering practices in effect at the time of execution of the Agreement, and of a quality acceptable to City.

The following quality control elements are required by Consultant

throughout the preparation of PS&E for the project.

1. Provide independent checking and verification of all calculations.
2. Provide independent checking, correction, and back checking for all plans. Plans shall be marked clearly as being checked, signifying that the preparation of the material followed the QA/QC Plan established for the project.
3. Route pertinent project related correspondence and memoranda to affected personnel and bind in appropriate project files.
4. Establish appropriate means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show different elements of work in the same area.
5. Conformance with the approved Environmental Document requirements.
6. Identify critical QA reviews within the Project Master Schedule.
7. Include in the QA/QC Plan a procedure where each deliverable is certified by the Quality Manager or Project Manager as being prepared and checked in accordance with the approved QA/QC Plan.
8. Certify each deliverable by the Quality Manager or Project Manager as being prepared and checked in accordance with the approved QA/QC Plan.

Consultant Deliverables:

- 1 copy of QC documents for deliverables completed/submitted upon request of Caltrans or the City

PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

SECTION 3

STATEMENT OF

WORK

3.1 TASK 1 - PROJECT MANAGEMENT/ COORDINATION/ ADMINISTRATION

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant's work.

3.1-1 Project Management

Purpose: To provide overall execution and financial management of the project, including City and Department coordination, coordination with local, state and federal regulatory agencies, tracking progress of the work, administering subcontract, attending public workshops, preparing invoices, and conducting project meetings.

Methodology: Consultant Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of City and Department. Consultant shall maintain coordination with other members of the project development team (PDT) and regulatory agencies impacted by the project. Consultant design team meetings shall be held as necessary to coordinate project activities, review assignments and progress, and identify issues to be resolved.

Deliverables:

- Project Management Plan
- Communication Plan

3.1-2 Coordination/Administration

3.1-2a Coordination and Meetings

Meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, City and Caltrans may provide direction for development of the PS&E.

Consultant shall participate in the following meetings:

Project Development Team (PDT) Meetings with City and Caltrans

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shall be held as needed to discuss policy, procedural and freeway-specific issues. Consultant shall bring progress plans as appropriate. No special presentation materials shall be required.

Agency Coordination/Technical Workshop Meetings shall be held to discuss technical issues with specific agencies. Consultant shall bring progress plans as appropriate. No special presentation materials shall be required.

Right-of-Way Coordination meetings shall be held before starting work between Consultant, City and the Chief of Caltrans District 12 R/W

Engineering (CHIEF). Thereafter monthly progress meetings (up to a maximum of 15 meetings) shall take place between Consultant, City and the CHIEF at District 12 Headquarters. An emergency meeting may be called at any time to address pressing problems.

Deliverables:

Following are the meeting materials which Consultant shall be responsible for preparing and providing:

- Notices
- Agendas
- Handouts
- Minutes
- Progress plans
- Meeting-Specific exhibits

3.1-2b Administration

Following are administrative duties which shall be performed by Consultant:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for Consultant to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, Consultant shall submit the Project Master Schedule to City and Caltrans Project Managers.

3.1-3 Schedules

Consultant shall submit an initial Project Master Schedule. The approved Project Target Schedule shall be displayed on the Project Master Schedule updates. The following elements must be included by Consultant in the Schedule:

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- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by Consultant and approved by City and Caltrans
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities
- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading shall be used to develop plan and actual progress curves
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule

Major tasks shall be broken down into subtasks as warranted.

Monthly schedule updates shall be part of the Progress Report and will be in accordance with the requirements shown in Section 2.1-20.

Deliverables:

Following are the schedules which Consultant shall be responsible for preparing and providing:

- Project Master Schedule

3.2 TASK 2 – 35% PS&E

3.2-1 Data Collection

Consultant shall collect existing topographic maps, as-built drawings, reports, and other available materials. Consultant shall request data from the City of Brea, Caltrans, the County, and other agencies, as appropriate.

3.2-2 Workshop

Consultant shall conduct a workshop with Caltrans District 12 staff, the geometric reviewer, and City staff to present and obtain consensus on the geometrics of the ultimate Improvements and proposed project design. Consultant shall identify and clarify any major non-standard features.

3.2-3 Fact Sheets

Consultant shall review Fact Sheets for Mandatory and Advisory Design Exceptions for non-standard design features prepared during PA&ED phase and coordinate any needed updates and revisions with Caltrans.

Deliverables:

- Caltrans approved Fact Sheet(s)

3.2-4 Design Surveys

Consultant shall perform design surveys during this phase. Consultant to request and obtain available recent data (photogrammetric or otherwise) from City/Caltrans. No new mapping is anticipated, however, if significant topographic changes have occurred, supplemental mapping will be necessary, subject to prior City approval. Should such additional mapping be required, the compensation will be via a contract amendment. Any additional survey work or mapping performed prior to receiving the required approvals will be at Consultant's risk and expense.

Upon receipt of the Survey Control Data from Caltrans, Consultant shall verify the physical existence of the "Monument Control Points" and, if necessary, reestablish such Control Points.

Consultant shall perform detailed field surveys of existing street and drainage features. The Surveys Manager shall coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.

Consultant shall verify survey results and then transmit them in MicroStation 3D DGN and CaiCE DTM formats, along with ASCII point and station-offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 12 Right of Way Engineering Requirements for the Preparation of Documents and Maps.

Consultant shall survey Geotechnical Boring locations to verify these locations. (see Geotechnical Exploration Plan)

Deliverables:

- Survey Plans (original and electronic copies)

3.2-5 Geotechnical Exploration Plan

Consultant shall prepare and submit a geotechnical review and exploration plan for City and Caltrans review. Consultant shall obtain right-of-entry permits prior to exploration. Consultant shall conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria. Consultant shall analyze the results and present them in the geotechnical report.

Deliverables:

- Geotechnical Report

3.2-6 Roadway Plans

Consultant shall prepare 35 percent level layouts, profiles, super elevation diagrams, typical sections, and ROW requirements per Selected Alternate and the field survey.

Deliverables:

- 35% Roadway Plans – (10 sets and an electronic copy)

3.2-7 Preliminary Foundation Report

To assist in Type selection, Consultant shall prepare a Preliminary Foundation Report, in accordance with Caltrans Office of Structural Foundations requirements. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.

Deliverables:

- Preliminary Foundation Report

3.2-8 Type Selection (Bridge and Structural Walls)

Consultant shall prepare the Structure Type Selection documents and the Bridge/Structural Wall General Plans to comply with the most current Caltrans guidelines, including, but not necessarily limited to: Bridge Design Details 3-10 to 314; Bridge Design Aids, Section 10; Memos To Designers 1-23, 14-29, 17105, 110, and 21-19.

The Type Selection Report shall include a discussion of foundation and false work requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, Consultant shall develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

Consultant shall submit Type Selection documents to the Caltrans District 12 for review and approval.

Deliverables:

- Type Selection documents (Bridge and Structural Walls)
- Advance Planning Studies (Tie Back Walls) (Subject to separate scope/fee approval by City)

3.2-9 Type Selection Meeting and Approval (Bridge and Structural Walls)

Consultant shall attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans. Consultant shall summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- Meeting Minutes

3.2-10 Project Cost

Consultant shall prepare a preliminary cost estimate at 35% completion. Throughout development of the PS&E, Consultant shall update this estimate. If this cost estimate, or any of the updates, exceeds the Project Report Cost Estimate, Consultant shall recommend alternatives for reducing the project costs.

Deliverables:

- Project Cost Estimate

3.2-11 Utilities

Consultant shall coordinate and work closely with the City, Caltrans and utility companies to determine the need to relocate impacted utility lines as per Caltrans high and low risk Policy Manual. Consultant shall use utility conflict matrix to identify utility conflicts. It is assumed the utility companies will perform relocation design for their own facilities. Any necessary utility relocation plans will be not be part of the PS&E package developed by Consultant. Consultant shall perform potholing of existing utilities, and prepare and distribute utility base maps to affected utilities. If necessary, Consultant shall conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations.

Deliverables:

- Utility base maps and plans
- Utility relocation feasibility study, if needed

3.2-12 Hazardous Waste

Aerially Deposited Lead (ADL): Consultant shall test the unpaved area within the project limits for lead contamination and incorporate the results and conclusions into the PS&E package. This task shall also address the removal and disposal of traffic stripes and pavement markings.

3.2-13 Aesthetics Plan

Consultant shall prepare one conceptual aesthetic treatment plan for retaining walls, structures, and soundwalls.

Deliverables:

- Conceptual Aesthetic Treatment Plan

3.2-14 Geometrics

3.2-14a Workshops

Consultant shall conduct workshops with Caltrans District 12 staff, the geometric reviewer, and City staff to present and obtain consensus on the geometrics of the ultimate Improvements and proposed project design. Consultant shall identify and clarify any major non-standard features.

3.2-14b Fact Sheets

Consultant shall prepare Supplemental Fact Sheets for Mandatory and Advisory Design Exceptions for non-standard design features beyond those prepared during PA&ED phase and coordinate any needed updates and revisions with Caltrans.

Deliverables:

- Caltrans approved Fact Sheet(s)

3.3 TASK 3 – DRAFT PS&E (65 %) SUBMITTAL

3.3-1 Roadway Plans

Consultant shall incorporate all reviewing agency comments into the roadway plans and estimates. Where it is not possible or desirable to incorporate certain comments, Consultant shall provide an explanation. Deliverables (10 sets and an electronic copy of the following plans):

1. Title Sheet
2. Typical Cross Sections
3. Key Map and Line Index
4. Layout Plans
5. Profiles and Superelevation Diagrams
6. Construction Details
7. Contour Grading
8. Summary of Quantities

3.3-1b Updated Roadway Plans

Consultant shall incorporate all reviewing agency comments into the roadway Draft 65% plans and estimates. Where it is not possible or desirable to incorporate certain comments, Consultant shall provide an explanation.

Deliverables:

1. Previous 65% submittal to include concept traffic handling and stage construction sheets

3.3-2 Drainage Plans

Consultant shall prepare a drainage report to address the existing drainage condition and the proposed mitigation and design. This report shall consider both onsite and offsite systems. Consultant shall prepare drainage plans, profiles, and quantities based on the drainage report. To address stormwater quality (NPDES & Caltrans) requirements, Consultant shall update the existing SWDR and incorporate its findings into the project's PS&E. The drainage, SWDR, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant shall also prepare temporary drainage plans where needed.

Deliverables (10 sets and an electronic copy of the following):

- Drainage Report
- Drainage Plans, Profiles, Details, and Quantities
- Storm Water Data Report
- Water Pollution Control Plans
- Temporary Drainage Plans, if needed
- Erosion Control Plans

3.3-3 Stage Construction, Traffic Handling, Detour Plans, and Transportation Management Plan (TMP)

The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with the City of Brea, Caltrans, and other stakeholders, including the CHP. Stage Construction and Detour Plans shall include construction detour routes.

Deliverables (10 sets and an electronic copy of the following):

- Transportation Management Plan
- Stage construction and traffic handling/detour plans
- Detour layouts, profiles, and superelevation diagrams
- Construction area signs
- Quantity sheets

3.3-4 Pavement Delineation Plans

Consultant shall prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

Deliverables (10 sets and an electronic copy of the following):

- Pavement Delineation Plans
- Pavement Details
- Quantity Sheets

3.3-5 Sign Plans

Consultant shall prepare Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets.

Deliverables (10 sets and an electronic copy of the following):

- Sign Plans
- Sign Details
- Quantity Sheets

3.3-6 Lighting, Signal Plans, and Electrical Ramp Metering and Traffic Monitoring

Consultant shall prepare Lighting and Signal Plans for the project including safety lighting and ramp metering plans. Consultant shall coordinate with Caltrans to ensure that ramp meter and electrical designs will accommodate future SR-57 traffic monitoring features within the project limits.

Deliverables (10 sets and an electronic copy of the following):

- Lighting plans and Details
- Electrical Ramp Metering Plans
- Traffic Signal Plans

3.3-7 Planting and Irrigation Plans (Subject to separate scope/fee approval by City)

Consultant shall prepare a replacement Landscaping theme for the project limits.

Deliverables:

- Planting and Irrigation Plans (10 sets and an electronic copy)

3.3-8 Right-of-Way Engineering Services

3.3-8a Location

Over and along that portion of SR-57 described as: "Limits of the project as defined by Caltrans"

3.3-8b References

Ref 1 Caltrans Right of Way Manual (with special attention to Chapter 6 - Right of Way Engineering)

Ref 2 Caltrans Surveys Manual

Ref 3 Caltrans Drafting and Plans Manual

Ref 4 Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps (dated JAN-2007)

Ref 5 Caltrans District 12 R/W Engineering CADD Standards (dated 2003)

In the event of conflict between Ref 1, 2, 3 and Ref 4, 5 – the latter shall prevail.

3.3-8c Activities

In compliance with the above references and as project needs dictate, Consultant shall perform the following:

3.3-2c-1 Perform Record Data Search

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Search, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Acquire Title Reports

Acquire title reports for all parcels impacted by proposed R/W fee and easement takes.

3.3-8c-3 Perform Land Net Recovery and Field Ties

Field and related survey effort necessary to search, recover, describe, and tie-in controlling land survey monuments. (See "State Right of Way Boundary Establishment" Ref 4)

3.3-8c-4 Prepare Land Net Map - "Before Condition" Record of Survey

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey. (See "Records of Survey" Ref 4)

3.3-8c-5 Perform Monument Perpetuation Surveys

This activity is required by the Professional Land Surveyors Act and includes:

- Preparation of lists of monuments threatened with destruction.
- Referencing threatened monuments with tie-outs for perpetuation through construction.
- Setting replacement monuments after construction to effect said perpetuation.

All reset replacement monuments shall meet the requirements described below under the activity "Final Monuments".

The "Before Condition" Record of Survey (See "Records of Survey" Ref 4) shall be the instrument on which tie-outs are documented prior to construction. In the cases where swing ties or tangent over ties are the method of tie-out, each monument tied out using these methods shall clearly be shown as a separate "Detail" on the "Before Condition" Record of Survey.

3.3-8c-6 Prepare Right of Way Maps

Prepare various types of R/W Maps (See Ref 1 and Ref 3) as dictated by project need. (Also see "Right of Way Maps"

Ref 4). Various types of R/W Maps may include but are not limited to:

- Appraisal Map
- Resolution of Necessity Map
- Director's Deed Map
- Relinquishment Map
- Vacation Map
- Transfer Control and Possession Map
- Right of Way Record Map

3.3-8c-7 Prepare Acquisition Documents

Property acquisition documents will be prepared by the City. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-8 Prepare Resolution of Necessity, Legal Descriptions and Plats

Prepare legal descriptions and plats. Resolution of Necessity and any additional information for the filing of the complaint will be prepared by the City. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-9 Prepare Deed and Plats

Prepare Deed and attendant maps or plats. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-10 Prepare Utility Legal Descriptions and Plat Prepare legal description and plat to fulfill contract obligations with utility entities. Joint Use Agreement and Consent to Common Use Agreement will be prepared by the State/City. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-11 Prepare Parcel Files

For each R/W fee of easement take, prepare a parcel file. (See "Parcel Files" Ref 4).

3.3-8c-12 Final Monumentation (Subject to separate scope/fee approval by City)

Conduct field survey and related activity to monument new R/W boundaries. Monumentation should include all local street controls established/reestablished or to perpetuated through a Monumentation map (Record of Surveys) or Corner Records. Monument type shall vary depending on the surface character at the point as follows:

- In dirt - 2-inch diameter galvanized iron pipe at least 24 inches in length with bronze disk cemented in top. The

pipe and disk should be countersunk no more than 2 inches and no less than 1 inch from the dirt surface.

- In concrete structure or surface - bronze disk cemented into concrete. Disk shall be countersunk so that top of disk is flush with the concrete surface.
- In asphalt surface street - bronze disk in Type D (Alternative No. 1) well monument as shown on Caltrans Standard Plan A74 (See Caltrans "Standard Plans" publication).
- In asphalt surface non-street - Galvanized iron spike at least 6 inches in length collared with a brass identification tag. Immediately underneath the brass tag shall be a stiff metal washer to prevent the brass tag from becoming deformed when the point is set. Spike and tag shall be countersunk flush with the surface. The use of "gear spikes" or "gin spikes" is expressly prohibited.

All bronze disks shall be at least 2-1/4 inches in diameter.

All disks and spikes set shall have a clear and unambiguous punch mark defining the point. Each disk or brass tag set shall be clearly and permanently labeled with the license number of the professional in responsible charge of the work. If the license number is rendered illegible in the process of setting the point, the point shall be remonumented so as to make the license number legible.

3.3-8c-13 Monumentation Map - "After Condition" Record of Survey (Subject to separate scope/fee approval by City)

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "After Condition" Record of Survey. (See "Records of Survey" Ref 4).

3.3-8d Deliverables

Specific requirements for various deliverables are contained in Ref. All deliverables shall be in compliance with the above stated REFERENCES. All deliverables shall meet the standard of Professional Land Surveyor work. Whenever Consultant delivers surveying and mapping information produced within this scope of work to any party, Consultant shall automatically and simultaneously provide an exact duplicate of the delivered information to the Chief of Caltrans District 12 R/W Engineering.

In addition, the final alignments (mainline freeway, arterial streets and ramp connectors/collectors) as developed and utilized in this project and copies of any field survey information/mapping as it

relates to Right-of-Way Engineering shall be supplied to Caltrans Surveys.

3.3-8e Applicable Law

All work shall be conducted in compliance with all applicable State law and regulation, and all applicable local ordinance and regulation.

3.3-3 Geotechnical and Foundation Reports

3.3-9a Geotechnical Design Report (GDR)

Consultant shall prepare a report discussing the geotechnical design basis of the project and recommendations for design and construction of earth retaining structures, cut, and fill slopes, pavement, and drainage facilities. This report will be submitted to Caltrans for review. Consultant shall address any comments stemming from this review and prepare a final draft. All calculations supporting the design recommendations will be included as an appendix to the GDR.

Deliverable:

- Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Bridges, Retaining Walls and Soundwalls

Consultant shall prepare a Foundation Report based upon Type Selection comments and additional information from the GDR analyses. Logs of test borings will be included as 11-inch by 17inch plans.

Deliverable:

- Draft Foundation Reports

3.3-9c Materials Report

Consultant shall prepare a report discussing the new pavement structure recommendations for the project. This report shall be submitted to Caltrans for review. Consultant shall address any comments stemming from this review and prepare a final draft. All calculations supporting the recommendations shall be included as an appendix to the Materials Report.

Deliverables:

- Draft/Final Materials Report

3.3-9d Life Cycle Cost Analysis (LCCA)

Consultant shall prepare an LCCA discussing the cost analysis for

alternative pavement structure recommendations for the project. This report shall be submitted to Caltrans for review. Consultant shall address any comments stemming from this review and prepare a final draft. All calculations supporting the recommendations shall be included as an appendix to the LCCA.

Deliverables:

- Draft/Final LCCA

3.3-10 Bridge Plans

Consultant shall prepare layout plans and structural details for construction, widening or modification Bridges. Consultant shall also prepare draft technical special provisions for the bridges.

Bridge design shall be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications shall be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

Consultant shall update the bridge General Plan estimate to verify its ongoing validity.

Deliverables:

- Unchecked structure plans
- Draft Structures Special Provisions
- Updated Structures Cost Estimate

3.3-11 Retaining Wall Plans

Consultant shall prepare layout plans, profiles and structural details, if necessary, for the walls specified along the project route. Plans will incorporate aesthetic details consistent with Conceptual Aesthetics Treatment Plan. Consultant will prepare draft technical special provisions for the retaining walls.

Deliverables:

- Retaining Wall Plans, Details and Quantities

3.3-12 Soundwall Plans

Consultant will prepare soundwall plans. Plans will incorporate aesthetic details consistent with the Conceptual Aesthetics Treatment Plan. Consultant will prepare draft technical special provisions for the soundwalls. The soundwall locations will be at El Torrito area as identified within the Project Report and Environmental Documents and the City's preferred

soundwall configuration as identified within the approved Supplemental Noise Study Report prepared by LSA, dated December 5, 2016.

The Soundwall at El Toritto's shall be a masonry wall with transparent section. The Preferred Soundwall within the Noise Study shall be a Standard Caltrans masonry wall.

Deliverables:

- Soundwall Plans, Details and Quantities

3.3- 13 Utility Plans

CONSULTANT will prepare and update the utility conflict maps as a result of the coordination, reviews and potholing done during the 35% PS&E.

Deliverables:

- Utility conflict maps with pothole information
- Updated Utility Conflict Matrix

3.3-14 Permit Applications

Consultant shall prepare and submit permit applications for surveying, geotechnical investigations, and construction.

3.4 TASK 4 - INITIAL PS&E (95 %) SUBMITTAL

3.4-1 Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. Consultant shall update Roadway Plans, Stage Construction/Traffic Handling Plans, Drainage Plans, Soundwall, Planting and Irrigation Plans, and, and will provide Quantity Sheets with updated Special Provisions and BEES estimate, and initialed and dated copy of the Environmental Commitment Record (ECR). Any Revised and/or New Standard Plans developed by Caltrans shall be included with Consultant's Roadway Plan submittal.

Deliverable:

- 95 percent Roadway PS&E – 15 sets plus electronic copy

3.4-2 Bridge and Retaining Wall Plans

Consultant shall independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team shall analyze the structures, verify member capacities, review the special provisions, and

prepare independent quantity calculations. All issues raised by the checkers shall be resolved with the structural designers. The final design shall reflect agreement among the designers and independent checkers.

Deliverables:

- 95 percent structure plans, reduced size – 10 sets
- Edited structures special provisions – 2 copies
- Design calculations – 1 set
- Design independent check calculations – 1 set
- Quantities and check calculations

3.4-3 Construction Schedule

Prepare CPM construction schedule in consultation with the City Project Manager based on the estimated required working days for project construction.

Deliverables:

- CPM Schedule

3.4-4 Utility and ROW Update

Consultant shall verify and update utility and ROW engineering data.

Deliverable:

- Report containing all updated utility and ROW engineering data with changes clearly identified

3.4-5 Update SWDR

Consultant will update the Storm Water Data Report (SWDR) based on comments received from Caltrans.

Deliverables:

- Final SWDR

3.4-6 Planting and Irrigation Plans

Consultant shall update the planting and irrigation plans based on Caltrans review comments.

Deliverables:

- *Separate Highway Planting and Irrigation PS&E – 10 sets*

3.4-7 Environmental Commitment Record (ECR)

Consultant shall update the ECR based on changes during final design provided by the project engineer.

3.4-8 Update TMP

Consultant will update the TMP based on comments received from Caltrans.

Deliverables:

- Transportation Management Plan – 2 copies

3.5 TASK 5 – FINAL PS&E (100 PERCENT) SUBMITTAL

3.5-1 Roadway Plans, Bridge Plans, Special Provisions, Cost Estimates, and Working Day Schedules

Consultant shall submit the Final PS&E package to Caltrans District 12 Project Manager for final approval. The submittal shall incorporate review comments from all involved agencies.

Deliverables:

- Final Roadway PS&E – 15 sets and 2 electronic files
- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans – 4 sets; Cost estimates – 2 copies
- Working day schedules – 2 copies
- Original/checked quantity calculations – 2 copies Deliverables to Office of Special Funded Projects (OSFP)
- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans, reduced size – 4 sets

In addition, Consultant shall provide electronic version of all plans, special provisions, estimates and schedules.

3.5-2 Resident Engineer File

Consultant shall meet with the City's Resident Engineer (RE) and Public Works Department and provide the following information for the RE file. This list is not comprehensive and Consultant shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations

- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements Deliverables:
 - RE file
 - Bridge four-scale plans – 3 sets

Deliverables:

- RE File
 - Consultant shall provide an electronic version of all RE file information.

3.5-3 Materials Handouts

Consultant shall prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders.

Deliverable:

- Material Handouts

3.6 TASK 6 – CONSTRUCTION BIDDING PHASE

Bidding procedures will be the responsibility of Caltrans.

Consultant shall support Caltrans regarding the proper response to contractor requests during the bid advertisement phase. Any necessary corrective action shall be in the form of an addendum prepared by Consultant and issued by Caltrans.

3.6-1 Pre-Bid Meeting

Consultant shall attend the pre-bid meeting.

Deliverable:

- Pre-Bid Notes

3.6-2 Respond to Inquiries

Consultant shall draft responses to bidders' inquiries as requested by

Caltrans.

- Draft Bidder Inquiry Responses (hard copy and electronic in ms word)

3.6-3 Addenda

Consultant shall prepare addenda as requested by Caltrans.

Deliverable:

- Copies of Addenda

3.7 TASK 7 – CONSTRUCTION SUPPORT PHASE (Subject to separate scope/fee approval by City)

Construction of the project will be the responsibility of City and Caltrans will provide Independent Quality Assurance. During the construction phase, Consultant shall work closely with City's Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

3.7-1 Pre-Construction Meeting

Consultant shall attend the pre-construction meeting.

3.7-2 Partnering Workshop

Consultant shall attend a partnering workshop as requested by City.

3.7-3 Additional Drawings Due to Consultant Error, Omission, or Revision

In the case of errors and/or omissions, Consultant shall furnish additional and/or revised drawings necessary for corrections and change orders. City will provide a written request for such drawings and Consultant shall provide said drawings at no additional cost to City and Caltrans. Consultant shall also provide the original tracings of the drawings and contract wording for related change orders to city and Caltrans at no additional cost.

3.7-4 Shop Drawing and Submittal Review

Consultant shall review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

3.7-5 Additional Drawings at City Request

If requested by City, Consultant shall prepare additional drawings and

change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval shall be at Consultant's risk and expense.

3.7-6 Site Visits

Consultant shall visit the job site as requested by the City.

3.7-7 Respond to Inquiries/RFIs

Consultant shall draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

3.7-8 Change Order Preparation and Review

Consultant shall review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, Consultant shall prepare and/or review contract change orders at no additional cost.

City/Resident Engineer Responsibility

- Provide advice on any issues raised and inquiries made by Resident Engineer
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs)
- Provide as-built mark-ups in the field

3.7-9 As-built Plans

Consultant shall be responsible for preparing as-built plans, signed and stamped by Consultant and submitted to Caltrans.

Deliverables:

- As-built plans – hard copy and electronic .dgn format – 1 set

3.8 TASK 8 – PROJECT CLOSEOUT (Subject to separate scope/fee approval by City)

After construction, Consultant shall provide all final construction project records in accordance with Section 5-104 of the Caltrans Construction Manual and all other Caltrans requirements. Records shall include, but not necessarily be limited to design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits. Consultant shall maintain all project records in accordance with the Caltrans Uniform filing system.

3.8-1 Develop Final Record Drawing Plans

While City's Resident Engineer is responsible for maintaining field as-built plans, Consultant shall keep a similar set of plans, noting any variation between the plans and the actual construction. These marked up plans will form the basis for the development of the Final record drawing PS&E. In developing the Final record drawing PS&E, Consultant shall follow all requirements specified in Sections 5-104D (1) and (2) of the Caltrans Construction Manual and submit to Caltrans no later than 60 days after construction contract acceptance by City and Caltrans.

Deliverables:

- Final record copies of the PS&E

3.8-2 Deliver Project Files

Consultant shall provide all pertinent project records to City and Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.

Deliverables:

- 2 sets of Project Files
- Certificate of Environmental Compliance

3.8-3 Recorded Monumentations

In accordance with the Professional Land Surveyors Act, Consultant shall review monument surveys for the project right-of-way. Consultant shall also review mapping and documentation for all recorded monuments associated with the project. Monumentation should include all local street controls established/reestablished or to be perpetuated through a Monumentation map (Record of Surveys) or Corner Records.

Deliverables:

- Final alignments (mainline freeway, arterial streets and ramp connectors/collectors) as developed and utilized in this project and copies of any field survey information/mapping as it relates to Right-of-Way Engineering shall be supplied to Caltrans Surveys.

3.8-4 Post Audits

Consultant shall assist City and Caltrans with the post audits, as required and requested by City and/or Caltrans.

3.9 Task 9 Supplemental Project Report and Environmental Revalidation

Consultant shall be responsible for preparing a Supplemental Project Report and Environmental Revalidation to support final approval of the project. A Memorandum To File will be prepared for each previously approved technical study to document the project refinements are within the original approved study area. Additionally, a Paleontological Monitoring Plan and PS&E-Level Life Cycle Cost Analysis will be prepared to supplement the technical studies. Parsons will also coordinate with USFWS staff on behalf of the City to identify

and assist with the required gnat catcher mitigation requirements.

Deliverables:

- Draft/Final Supplemental Project Report
- Draft/Final Environmental Revalidation

3.10 TASK 10 - PROJECT SCHEDULE

Activity	Proposed Date
A. Notice to Proceed 2018)	TBD (Target March
B. Draft PS&E	
B.1 Submit 65% PS&E	April 2018
B.2 Submit Initial 95% PS&E	May 2018
C. Submit Final PS&E (100%) to Caltrans	August 2018*
D. Advertise	TBD
E. Award	TBD
F. Begin Construction	TBD
G. Complete Construction	TBD
H. Project Close-out	TBD

*Note: City has strict timeline for PS&E completion to comply with project- funding guidelines. The Project Delivery Schedule will be updated pursuant to Section 2.1-20 and 3.1-3. See also Attachment C-1.

TASK	DESCRIPTION	Project Manager	Engineering Manager	Roadway Lead	Engineer II	Engineer I	Drainage Lead	Drainage Engineer	Traffic Lead	Traffic Engineer	Environmental	Structures Lead	Structures Project Engineer	Structures Design Engineer	Structures CAD	Project Controls	TOTAL HOURS
	SUBTOTAL	0	110	200	210	210	70	150	40	150	100	70	120	120	120	0	1,670
TASK 6 – Construction Bidding Phase																	
3.9.1	Pre-bid Meeting		10	10	10							10					
3.9.2	Pre-bid Meeting		20	40	40						10	40					
3.9.3	Answers to Inquiries		20	40	40							40					
	SUBTOTAL	10	50	90	80	0	0	0	0	0	10	90	0	0	0	0	0
TASK 9 – Supplemental Project Report and Environmental Revalidation																	
3.9.1	Supplemental Project Report and Environmental Revalidation	20	100	100	100						300		40				
	SUBTOTAL	20	100	100	100	0	0	0	0	0	300	0	40	0	0	0	0
TASK 1																	
	TASK 1	300	340	0	0	0	60	0	0	0	0	100	0	0	0	160	1,300
	TASK 2	80	150	0	0	0	40	0	0	0	0	220	100	140	160	0	0
	TASK 3	0	200	190	200	210	0	0	0	150	0	180	230	340	340	0	2,270
	TASK 4	0	400	360	400	400	240	500	240	150	150	500	500	660	660	0	6,850
	TASK 5	0	310	300	210	210	70	180	40	150	150	70	120	130	130	0	1,670
	TASK 6	10	40	0	0	0	0	0	0	0	10	40	0	0	0	0	0
	TASK 8	30	100	100	100	0	0	0	0	0	0	30	0	0	0	0	0
	SUBTOTAL	470	1,290	1,340	1,540	1,220	500	705	460	920	690	610	720	1,280	1,270	160	11,720
Subconsultants and Parsons ODC																	
Geotechnical - ERM																	
Utilities & TMP- KOA																	
Preliminary - S&B-Dig																	
Survey & ROW Engineering - Guida																	
Trans																	
Reprographic Printing																	
Permitting/Shipping/Counter																	
Exhibit/Photos																	
Public Comments																	
Miscellaneous																	

[illegible]

Original Contract Cost	Amendment #1 TOTAL COST	Total Contract Cost
\$452,492	\$210,007	\$662,499
\$0	\$7,207	\$7,207
\$0	\$25,137	\$25,137
\$0	\$23,000	\$23,000
\$0	\$52,344	\$52,344
\$18,546	\$27,980	\$106,544
\$18,546	\$67,988	\$106,544
\$528,124	\$211,003	\$739,127
\$48,930	\$395,766	\$744,696
\$7,708,681	\$413,867	\$8,122,548
\$239,530	\$847,263	\$1,086,793
\$462,483	\$110,007	\$572,490
\$18,546	\$27,980	\$106,544
\$18,546	\$67,988	\$106,544
\$2,165,953	\$2,117,167	\$4,283,120
USGS Contract	USGS Amendment	USGS TOTAL
\$76,219	\$0	\$76,219
\$21,000	\$0	\$21,000
\$10,997	\$0	\$10,997
\$3,948	\$6,213	\$10,161
\$23,000	\$28,000	\$51,000
\$2,900	\$6,000	\$8,900
\$100,000	\$0	\$100,000
\$253,217	\$292,812	\$546,029
\$3,420,000	\$0,149,999	\$3,569,999

\$2 149 999

GRAND TOTAL PS&F PHASE

PRICE SUMMARY SHEET Amd #1 SCHEDULE OF FEES				
SCHEDULE I - HOURLY RATE SCHEDULE				
All rates are "fully loaded", i.e., including all overhead costs, general, administrative and profit.				
Job Function	Hourly Rate			
Project Manager	\$202.29			
Engineering Manager	\$164.36			
Roadway Lead	\$139.08			
Engineer II	\$113.79			
Engineer I	\$101.15			
Drainage Lead	\$189.65			
Drainage Engineer	\$30.34			
Traffic Lead	\$189.65			
Traffic Engineer	\$113.79			
Environmental	\$113.79			
Structures Lead	\$214.94			
Structures Project Engineer	\$202.29			
Structures Design Engineer	\$113.79			
Structures CADD	\$101.15			
Project Controls	\$139.08			

Note:

These rates were calculated using approximate salary ranges and includes the following to develop fully burdened rates:

Overhead Rate: 129.86%

Profit: 10%

2.53 Multiplier

PRICE SUMMARY SHEET SCHEDULE OF FEES Amd #1				
SCHEDULE II - OTHER DIRECT COSTS SCHEDULE				
	Type of ODC	Quantity	Unit Rate	Budget Amount
1	Travel	1	\$6,231.60	\$6,232
2	Reprographic Printing	1	\$23,000.00	\$23,000
3	Postage/Shipping/Courier	1	\$600.00	\$600
4	Exhibits/Photos	1	\$3,000.00	\$3,000
5	Potholing	1	\$0.00	\$0
6	Subcontractors	1	\$220,000.00	\$220,000
Total				\$252,832

This offer shall remain firm for 180 days from the date of proposal.

COMPANY NAME

PARSONS

ADDRESS

2201 Dupont Drive, Irvine CA 92603

TELEPHONE

(658) 568-8568

EMAIL ADDRESS:

chris.a.johnson@parsons.com

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR



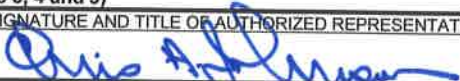
NAME AND TITLE

Chris Johnson, Vice-President

DATE SIGNED

3-1-18

OTHER DIRECT COSTS Amd #1					
Travel					
	Trips	Miles	Total Miles	Cost / Unit	Total Cost
Data Collection/Review	5	40	200	\$0.56	\$112
Encroachment Permits	5	13	65	\$0.56	\$36
Site Visits	13	40	520	\$0.56	\$291
Attend Focus Meetings	60	40	2,400	\$0.58	\$1,344
Attend Other Coordination Meetings/Minutes	20	40	800	\$0.56	\$448
Structures Meetings in Sacramento (2 trips with 4 engineers at \$500/trip)	2	4	8	\$500.00	\$4,000
Subtotal					\$6,232
Reprographic Printing					
	Sheets	Copies	Submittals*	Cost / Sheet	Total Cost
Plans (450 sheets)	450	25	4	\$0.20	\$9,000
Specifications (220 pages)	200	25	4	\$0.10	\$2,000
Reports (Type Selection, Hydrology, TMP, Geotech, Structures) [15 reports @ 200 pages each]	3,000	5	4	\$0.20	\$12,000
* 4 submittals (65%, 95%, 100%, Final)					
Subtotal					\$23,000
Postage/Shipping/Courier					
	Deliveries			Cost / Unit	
Overnight Mail (Two packages per month @ 6 months)	12			\$40.00	\$480
Courier Mail (One package per month @ 6 months)	6			\$20.00	\$120
Subtotal					\$600
Exhibits/Photos					
	Size	Copies	Meetings	Cost / ft ²	Total
Plan Review and Workshops (36" x 120")	30	4	5	\$2.00	\$1,200
Exhibits (Photo 36" x 120")	30	4	5	\$5.00	\$3,000
Subtotal					\$3,000
Potholing					
					Total
		potholes	\$800.00 per pothole		\$0
Subtotal					\$0
Subcontractors					
					Total
Survey & ROW Engineering					\$55,000
Geotechnical					\$60,000
Utilities					\$105,000
Subtotal					\$220,000
Total (All ODC's)					
				TOTAL	\$252,832

				TITLE OF PROJECT					
Name of Firm: PARSONS				Preparation of Plans, Specifications and Estimates for the State Route 57 & Lambert Road Interchange Improvements Project in Brea					
1. DIRECT LABOR									
	HOURS	AVG. RATE	COST						
Project Manager	470	\$80.00	\$37,600						
Engineering Manager	1,290	\$65.00	\$83,850						
Roadway Lead	1,340	\$55.00	\$73,700						
Engineer II	1,540	\$45.00	\$69,300						
Engineer I	1,220	\$40.00	\$48,800						
Drainage Lead	500	\$75.00	\$37,500						
Drainage Engineer	705	\$12.00	\$8,460						
Traffic Lead	460	\$75.00	\$34,500						
Traffic Engineer	930	\$45.00	\$41,850						
Environmental	690	\$45.00	\$31,050						
Structures Lead	810	\$85.00	\$68,850						
Structures Project Engineer	1,220	\$80.00	\$97,600						
Structures Design Engineer	1,280	\$45.00	\$57,600						
Structures CADD	1,270	\$40.00	\$50,800						
Project Controls	160	\$55.00	\$8,800						
TOTAL	13,885		\$750,260	0		\$0			
				TOTAL DIRECT LABOR (from above)			TOTAL COST		
2. INDIRECT COSTS (overhead, G&A - specify)							\$750,260		
	INDIRECT RATE (%)		X BASE =	COST					
Fringe	47.73%		\$750,260	\$358,099					
G&A	13.79%		\$750,260	\$103,461					
OH	68.36%		\$750,260	\$512,878					
				TOTAL INDIRECT		\$974,438			
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)						\$1,724,698			
4. FIXED FEE OR PROFIT (specify, applies to line 3 only)				PERCENT		X BASE =		FEE (\$)	
PROFIT				10.00%		\$1,724,698		\$172,470	
						\$1,724,698		\$0	
				TOTAL FEE		\$1,897,167			
5. OTHER DIRECT COSTS (specify) & Subconsultants									
Travel									
Reprographic Printing						\$6,232			
Postage/Shipping/Courier						\$23,000			
Exhibits/Photos						\$600			
Potholing						\$3,000			
Subcontractors						\$0			
						\$220,000			
				TOTAL OTHER DIRECT		\$252,832			
6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)						\$2,149,999			
DATE				SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT					
2/21/2018									

Cost & Price Form - EXHIBIT B-1 (Amd #1)

[illegible]

ATTACHMENT C-1
Amended Schedule

Attachment C-1 Amendment #1 Milestone Schedule		
Task #	Name	Completion Date
Task 1	Project Management/Coordination/Administration	December 2018
Task 2	Geometrics	April 2018
Task 3	Draft 65%PS&E	April 2018
Task 4	95% PS&E	May 2018
Task 5	100% PS&E	August 2018
Task 6	Construction Bidding Phase	December 2018
Task 7	Construction Support Phase*	July 2020
Task 8	Project Closeout*	October 2020

*Subject to separate scope/fee approval by City

RESOLUTION NO. 2018-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2017-18 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE TRAFFIC IMPACT FEES FUND (540) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7251, SR-57 FREEWAY/LAMBERT ROAD INTERCHANGE IMPROVEMENTS

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Traffic Impact Fees Fund (540), to the Capital Improvement Program Fund (510), for Project 7251, SR-57 Freeway/Lambert Road Interchange Improvements, for fiscal year 2017-18.

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

B. RESOLUTION:

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

1. Increase funding from the Traffic Impact Fees Fund (540) to Capital Improvement Program Fund (510) for Project 7251, SR-57 Freeway/Lambert Road Interchange Improvements, by \$2.15 M; and

2. Appropriate an additional \$2.15 M to the Capital Improvement Program Fund (510) for Project 7251, SR-57 Freeway/Lambert Road Interchange Improvements.

APPROVED AND ADOPTED this 20th day of March 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council of the City of Brea held on the 20th day of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: ADOPT RESOLUTION TO SUPPORT THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

RECOMMENDATION

It is recommended that the City Council adopt a resolution in support of the Reducing Crime and Keeping California Safe Act of 2018.

BACKGROUND/DISCUSSION

In November of 2014, California voters approved Proposition 47 which provided significant changes to our criminal justice system. Many of the arrests made by our officers for crimes involving drug possession and theft of property were reclassified as misdemeanors instead of felonies. This had an immediate impact by shortening or even eliminating any time spent in custody by those arrested for these offenses. In simple terms, this legislation has allowed many people who have committed crimes to remain on the streets of California. They may face minor penalties, but they were not forced to spend time in jail or prison. While the law did state the need for increased drug rehabilitation, those efforts have not come to fruition.

While the impact of Proposition 47 at the time of its passage was yet to be seen, we were concerned with the potential outcome. However, now more than three full years from its implementation, we and many of our partners in law enforcement believe the passage of Proposition 47, has had a significant impact on crime rates. In 2014, the City of Brea had just realized a fourth straight year of declining crime. However, in 2015, one full year after the implementation of Proposition 47, the City experienced a 13% increase in overall crime. Similar increases were also realized in Orange County, regionally and state wide while crime rates fell in most of the nation. Crime continued to rise in Brea in 2016 and 2017 when we realized increases of 14% and 2% respectively or a total increase of 23% since the implementation of Proposition 47.

In an effort to help combat the effects of Proposition 47, Proposition 57 and Assembly Bill 109, the California Police Chiefs Association is supporting the Reducing Crime and Keeping California Safe Act of 2018. This initiative, if enacted, will mitigate a series of unintended consequences that have negatively impacted public safety in communities throughout California, including:

Violent Crime

- Expand the list of violent crimes for which early release is not an option.
- Under current law, rape of an unconscious person trafficking a child for sex, assault on a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies,”

making criminals convicted of these crimes eligible for early release.

DNA Collection

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47.
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since the passage of Proposition 47, cold case DNA matches have dropped significantly.

Serial Theft

- Revises the theft threshold by adding a felony for serial theft; when a person is caught for the third time stealing property with a value of \$250.00 or more.
- Proposition 47 changed the dollar amount threshold for theft to be considered a felony; from \$450 to \$950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively. Theft in some jurisdictions has increased by 12% to 25%, with losses of a billion dollars since the law was passed.

Parole Violations:

- Requires the Board of Parole Hearings to consider an inmate's entire criminal history when deciding parole eligibility, not just the most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the term of his parole for the third time.
- Assembly Bill 109 bases parole on the offender's commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street.

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jack Conklin, Chief of Police
Concurrence:

Attachments

Resolution

RESOLUTION NO. 2018-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

A. RECITALS:

(i) Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison.

(ii) Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI.

(iii) The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

(iv) Recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."

(v) As a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge.

(vi) Violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer.

(vii) This measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations.

(viii) Nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

(ix) Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.

(x) As a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

(xi) Grocery store operators around the state have seen unprecedented

increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014.

(xii) Shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees.

(xiii) Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs.

(xiv) California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

(xv) Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

(xvi) DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman.

(xvii) Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses.

(xviii) Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted.

(xix) This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

B. RESOLUTION:

BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Brea as follows:

That the City Council of the City of Brea hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

APPROVED AND ADOPTED this 20th day of March 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council of the City of Brea held on the 20th day of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Outgoing Payment Log and March 9 and 16, 2018 City Check Registers -
Receive and file.

Attachments

City Outgoing Payment February
03-09-18 City Check Register
03-16-18 City Check Register

City of Brea
Outgoing Payment Log
February 2018

Effective Date	Vendor	Description	Amount
General Account Electronic payments			
2/1/2018	Bank of New York Mellon	Olinda Ranch Bonds debt service payment	\$ 80,322.34
2/1/2018	Bank of New York Mellon	Downtown Bonds debt service payment	10,465.11
2/1/2018	Bank of New York Mellon	2017 Brea Plaza Bonds debt service payment	92,274.61
2/2/2018	Brea Payroll	Brea staff payroll	868,701.37
2/2/2018	Brea Payroll	Employee deductions	93,965.06
2/2/2018	IRS	Payroll Federal taxes	161,157.27
2/2/2018	EDD	Payroll State taxes	53,394.18
2/2/2018	CA SDU	Child support payments	1,537.35
2/5/2018	Citizens Business Bank	Credit card processing fees	2,857.23
2/6/2018	IRS	Supplemental Medicare tax payment	38.91
2/8/2018	CALPERS	Member retirement	196,593.63
2/9/2018	CALPERS	Medical payment	381,705.24
2/15/2018	LAIF	Funds invested	205,000.00
2/16/2018	Paymentus	Monthly service fee - January	3,908.00
2/16/2018	Brea Payroll	Brea staff payroll	873,420.52
2/16/2018	Brea Payroll	Employee deductions	95,781.07
2/16/2018	IRS	Payroll Federal taxes	154,411.81
2/16/2018	EDD	Payroll State taxes	50,828.79
2/16/2018	CA SDU	Child support payments	1,156.13
2/20/2018	CALPERS	Member retirement	195,214.86
2/21/2018	Suntrust Equipment Finance & Leasing	HVAC lease payment	87,090.89
2/22/2018	Citizens Business Bank	Monthly banking service fee - February	2,126.96
2/27/2018	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,103.86
2/28/2018	St. Board of Equalization	Self-assessed sales tax payment	1,349.00
Subtotal			3,626,404.19
Imprest Accounts			
	Various	Workers Compensation Claims	185,089.02
	Various	General Liability Claims	-
Subtotal			185,089.02
			<u>\$ 3,811,493.21</u>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177420	A-LINE INC CRANE RENTAL SERVICES	03/09/2018	24598	110515121	CENTRAL AV LIGHT POLE	\$780.00
A-LINE INC CRANE RENTAL SERVICES					Total Check Amount:	\$780.00
177421	ALL AMERICAN ASPHALT	03/09/2018	1571	510707310	CENTRL/TAMARACK JAN18	\$3,695.27
ALL AMERICAN ASPHALT					Total Check Amount:	\$3,695.27
177422	ARROW INTERNATIONAL, INC.	03/09/2018	25320	110222222	PARAMEDIC SUPPLIES	\$924.56
ARROW INTERNATIONAL, INC.					Total Check Amount:	\$924.56
177423	AT&T CALNET	03/09/2018	20391	420515131	9391011977 12/28	\$549.56
		03/09/2018	20391	475141471	9391011968 12/28	\$20.85
		03/09/2018	20391	475141471	9391011976 12/28	\$903.91
		03/09/2018	20391	475141471	9391011978 12/28	\$781.06
		03/09/2018	20391	475141471	9391011979 12/28	\$83.96
		03/09/2018	20391	475141471	9391057787 12/28	\$359.61
		03/09/2018	20391	475141471	9391060716 12/28	\$156.46
		03/09/2018	20391	475141471	9391064048 12/28	\$31.99
AT&T CALNET					Total Check Amount:	\$2,887.40
177424	BEARD ELECTRIC, INC.	03/09/2018	19986	110515125	CARCHRGR PWR CORD PS1	\$371.95
		03/09/2018	19986	110515125	INSTALL CAR CHRGR PS1	\$988.93
BEARD ELECTRIC, INC.					Total Check Amount:	\$1,360.88
177425	BLUE 360 MEDIA	03/09/2018	27520	110212111	CA PENAL CODE HANDBK	\$592.02
BLUE 360 MEDIA					Total Check Amount:	\$592.02
177426	BOYS & GIRLS CLUBS	03/09/2018	26980	110212111	17/18 DONATION #4	\$2,854.08
BOYS & GIRLS CLUBS					Total Check Amount:	\$2,854.08
177428	BUSINESS CARD	03/09/2018	18749	110	012318 PAYT NOT APPLD	\$0.50
		03/09/2018	18749	110	BC FEE PD ADM 022318	\$1.65
		03/09/2018	18749	110	BC FEE PD TRNG 022318	\$39.00
		03/09/2018	18749	110	BSCARD CS 022318	(\$19.29)
		03/09/2018	18749	110141481	BSCARD HR 022318	\$1,571.20
		03/09/2018	18749	110212111	BSCARD PD ADM 022318	\$930.39
		03/09/2018	18749	110212111	BSCARD PD INV 022318	\$2,931.86
		03/09/2018	18749	110212111	BSCARD PD TRNG 022318	\$1,757.42
		03/09/2018	18749	110212121	BSCARD PD INV 022318	\$278.05
		03/09/2018	18749	110212122	BSCARD PD ADM 022318	\$2,492.42
		03/09/2018	18749	110212131	BSCARD PD ADM 022318	\$125.79
		03/09/2018	18749	110212132	BSCARD PD INV 022318	\$594.10
		03/09/2018	18749	110212141	BSCARD PD ADM 022318	\$3,134.75
		03/09/2018	18749	110222223	BSCARD FIRE 022318	\$52.54
		03/09/2018	18749	110404154	BSCARD CS II 022318	\$44.19
		03/09/2018	18749	110404213	BSCARD CS II 022318	\$2,141.60

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177428	BUSINESS CARD	03/09/2018	18749	110404217	BSCARD CS 022318	\$496.83
		03/09/2018	18749	110404425	BSCARD CS II 022318	\$214.27
		03/09/2018	18749	110404428	BSCARD CS 022318	\$13,276.00
		03/09/2018	18749	110404429	BSCARD CS 022318	\$750.53
		03/09/2018	18749	110515141	BSCARD PARKS 022318	\$433.57
		03/09/2018	18749	420515131	BSCARD WATER 022318	\$327.92
		03/09/2018	18749	950000000	ILJAO BSCARD MJ 0218	\$1,289.63
BUSINESS CARD					Total Check Amount:	\$32,864.92
177429	CINTAS FAS	03/09/2018	24347	110404211	BCC FRST AID SUPPLIES	\$44.86
CINTAS FAS					Total Check Amount:	\$44.86
177430	CITY OF BREA - WATER DEPT	03/09/2018	2039	341515112	WATER 1/8-2/7	\$804.89
		03/09/2018	2039	343515112	WATER 1/8-2/7	\$590.44
		03/09/2018	2039	345515112	WATER 1/8-2/7	\$1,309.01
		03/09/2018	2039	346515112	WATER 1/8-2/7	\$3,548.30
		03/09/2018	2039	347515112	WATER 1/8-2/7	\$534.42
		03/09/2018	2039	880515113	WATER 1/8-2/7	\$30.16
CITY OF BREA - WATER DEPT					Total Check Amount:	\$6,817.22
177431	CSULB FOUNDATION	03/09/2018	10182	110212111	FIELD TRNG PROGRAM	\$632.00
CSULB FOUNDATION					Total Check Amount:	\$632.00
177432	DELTA DENTAL INSURANCE COMPANY	03/09/2018	26074	110	05-R103125 DENTAL MAR	\$2,019.40
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$2,019.40
177433	DFM ASSOCIATES	03/09/2018	8401	110111161	2018 CA ELCTIONS CODE	\$53.88
DFM ASSOCIATES					Total Check Amount:	\$53.88
177434	DJS PLUS	03/09/2018	8022	110404420	2/16/18 SNEAK PREVIEW	\$400.00
DJS PLUS					Total Check Amount:	\$400.00
177435	EDISON CO	03/09/2018	3343	110515121	ELECTRICITY JAN/FEB18	\$4,309.66
		03/09/2018	3343	110515148	ELECTRICITY JAN/FEB18	\$78.29
EDISON CO					Total Check Amount:	\$4,387.95
177436	EL DORADO MEDIA PRODUCTION	03/09/2018	27342	110404542	SISTER ACT DVD (10)	\$100.00
EL DORADO MEDIA PRODUCTION					Total Check Amount:	\$100.00
177437	FRANCHISE TAX BOARD	03/09/2018	13287	110	CD-9122-45780 030218	\$206.34
FRANCHISE TAX BOARD					Total Check Amount:	\$206.34
177438	LEXIPOL	03/09/2018	16773	110222221	POLICY MANUAL SUBSCRIP	\$6,863.50
LEXIPOL					Total Check Amount:	\$6,863.50
177439	LIFE-ASSIST, INC.	03/09/2018	10530	110222222	MEDICAL SUPPLIES FS1	\$1,699.97
LIFE-ASSIST, INC.					Total Check Amount:	\$1,699.97
177440	MATAX	03/09/2018	25580	110000000	FEE:1617 ASSSMENT REF	\$2,844.34
MATAX					Total Check Amount:	\$2,844.34
177441	MUSIC THEATRE INTERNATIONAL	03/09/2018	1321	110404542	037818 PETER PAN 2018	\$7,533.05

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MUSIC THEATRE INTERNATIONAL						Total Check Amount: \$7,533.05
177442	NEW PIG CORPORATION	03/09/2018	13534	410515124	STRM DRAIN FLTR SOCKS	\$922.51
NEW PIG CORPORATION						Total Check Amount: \$922.51
177443	OFFICE DEPOT, INC	03/09/2018	4743	110141411	OFFICE SUPPLIES	\$7.57
		03/09/2018	4743	110141414	OFFICE SUPPLIES	\$21.72
		03/09/2018	4743	110141441	OFFICE SUPPLIES	\$208.40
		03/09/2018	4743	110141481	OFFICE SUPPLIES	\$28.32
		03/09/2018	4743	110212111	OFFICE SUPPLIES	\$0.54
		03/09/2018	4743	110212111	TONER	\$138.87
		03/09/2018	4743	110212121	OFFICE SUPPLIES	\$149.17
		03/09/2018	4743	110404521	OFFICE SUPPLIES	\$247.44
OFFICE DEPOT, INC						Total Check Amount: \$802.03
177444	PETTY CASH CUSTODIAN	03/09/2018	15657	110	PCF REPL 02/22/2018	\$138.00
PETTY CASH CUSTODIAN						Total Check Amount: \$138.00
177445	RTKL ASSOCIATES INC.	03/09/2018	6719	110000000	DT BREA:SVC THRU 2/21	\$1,140.00
RTKL ASSOCIATES INC.						Total Check Amount: \$1,140.00
177446	JENNIFER DIANE SIGLIN	03/09/2018	17663	110404311	DESIGN:PET EXPO MKTG	\$600.00
JENNIFER DIANE SIGLIN						Total Check Amount: \$600.00
177447	SOUTH COAST FIRE EQUIPMENT, INC.	03/09/2018	18767	480515161	PIERCE ENFORCR PUMPER	\$508,676.00
SOUTH COAST FIRE EQUIPMENT, INC.						Total Check Amount: \$508,676.00
177448	THE STANDARD INSURANCE COMPANY	03/09/2018	15689	110	643015 LIFE INS MAR18	\$4,311.30
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$4,311.30
177449	KELLY WALKER	03/09/2018	19627	110004200	START-UP:SPRING BTQ	\$2,500.00
KELLY WALKER						Total Check Amount: \$2,500.00
177450	XEROX CORPORATION	03/09/2018	3349	110141441	SOFTWARE MAINT JAN18	\$116.00
XEROX CORPORATION						Total Check Amount: \$116.00
177451	SUNG YANG	03/09/2018	18036	110404145	TAE KWON DO	\$50.00
SUNG YANG						Total Check Amount: \$50.00
Check Subtotal						\$598,817.48
V27611	ADMINISTRATIVE & PROF	03/09/2018	3344	110	DED:4010 APEA DUES	\$504.00
ADMINISTRATIVE & PROF						Total Check Amount: \$504.00
V27612	AFLAC-ACCOUNT #EZA73	03/09/2018	22923	110	ACC/CANCER INS FEB18	\$5,553.42
AFLAC-ACCOUNT #EZA73						Total Check Amount: \$5,553.42
V27613	ALL CITY MANAGEMENT SERVICES INC	03/09/2018	6604	110212132	CRSNG GRDS 1/14-1/27	\$2,764.13
ALL CITY MANAGEMENT SERVICES INC						Total Check Amount: \$2,764.13
V27614	JUDY ALLEN	03/09/2018	20447	110404215	CLASS INSTRUCTOR BCC	\$288.00
JUDY ALLEN						Total Check Amount: \$288.00
V27615	ARC IMAGING RESOURCES	03/09/2018	23273	110404211	BCC PLOTTER SUPPLIES	\$835.66

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ARC IMAGING RESOURCES						Total Check Amount: \$835.66
V27616	CHRISTINE BAIR	03/09/2018	8743	110212121	CAPE TRNG CONFERENCE	\$452.97
CHRISTINE BAIR						Total Check Amount: \$452.97
V27617	BEN'S ASPHALT, INC..	03/09/2018	1808	510707442	WATER UTILITY PATCHES	\$3,295.00
BEN'S ASPHALT, INC..						Total Check Amount: \$3,295.00
V27618	CHRISTINE BOATNER	03/09/2018	18460	110404215	ADMIN:BECKMAN	\$510.00
		03/09/2018	18460	110404215	CLASS INSTRUCTOR:BCC	\$500.00
CHRISTINE BOATNER						Total Check Amount: \$1,010.00
V27619	BPSEA MEMORIAL FOUNDATION	03/09/2018	14990	110	DED:4050 MEMORIAL	\$232.00
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$232.00
V27620	BREA CITY EMPLOYEES ASSOCIATION	03/09/2018	3236	110	DED:4005 BCEA DUES	\$590.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$590.00
V27621	BREA FIREFIGHTERS ASSOCIATION	03/09/2018	3237	110	DED:4016 ASSOC DUES	\$2,335.50
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$2,335.50
V27622	BREA POLICE ASSOCIATION	03/09/2018	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,450.00
V27623	BREA POLICE ATHLETIC LEAGUE	03/09/2018	1068	110	DED:5010 B.P.A.L.	\$110.00
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$110.00
V27624	BREA POLICE MANAGEMENT ASSOCIATION	03/09/2018	21189	110	DED:4019 LDF DUES	\$14.50
		03/09/2018	21189	110	DED:4020 ASSOC DUES	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$242.00
V27625	KATHY A BREAUX	03/09/2018	5320	110404214	'MASTERPIECES' CLASS	\$141.00
KATHY A BREAUX						Total Check Amount: \$141.00
V27626	JOHN BURKS	03/09/2018	7189	110212111	CPCA 2018 TRNG SYMPSTM	\$99.00
JOHN BURKS						Total Check Amount: \$99.00
V27627	CALIFORNIA DOMESTIC WATER CO	03/09/2018	3388	420515131	WTR CONSUMPTION FEB18	\$120,710.78
CALIFORNIA DOMESTIC WATER CO						Total Check Amount: \$120,710.78
V27628	CALIFORNIA RETROFIT, INC	03/09/2018	4447	110515125	DOWNTOWN LIGHTS	\$439.62
CALIFORNIA RETROFIT, INC						Total Check Amount: \$439.62
V27629	ARLINDA CANTU	03/09/2018	26312	110404215	SILVER SNEAKERS BCC	\$100.00
ARLINDA CANTU						Total Check Amount: \$100.00
V27630	CIGNA BEHAVIORAL HEALTH, INC.	03/09/2018	26628	110141481	EAP SERVICES MAR 2018	\$1,140.03
CIGNA BEHAVIORAL HEALTH, INC.						Total Check Amount: \$1,140.03
V27631	CINTAS CORPORATION #640	03/09/2018	25884	110212131	UNIFORM SVCS FEB 2018	\$84.25
		03/09/2018	25884	110515121	UNIFORM SVCS FEB 2018	\$34.88
		03/09/2018	25884	110515125	UNIFORM SVCS FEB 2018	\$55.48
		03/09/2018	25884	110515141	UNIFORM SVCS FEB 2018	\$184.72
		03/09/2018	25884	110515143	UNIFORM SVCS FEB 2018	\$24.88
		03/09/2018	25884	110515144	UNIFORM SVCS FEB 2018	\$129.96

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27631	CINTAS CORPORATION #640	03/09/2018	25884	420515131	UNIFORM SVCS FEB 2018	\$154.04
		03/09/2018	25884	430515123	UNIFORM SVCS FEB 2018	\$68.32
		03/09/2018	25884	440515126	UNIFORM SVCS FEB 2018	\$32.00
		03/09/2018	25884	480515161	UNIFORM SVCS FEB 2018	\$259.28
		03/09/2018	25884	490515151	UNIFORM SVCS FEB 2018	\$367.22
CINTAS CORPORATION #640					Total Check Amount:	\$1,395.03
V27632	CLEAN CUT LANDSCAPE	03/09/2018	26042	510707945	RETNTN:AURORA LNDSCPE	\$3,776.33
CLEAN CUT LANDSCAPE					Total Check Amount:	\$3,776.33
V27633	MACY CONDI	03/09/2018	27495	110212111	EVOC TRAINING	\$209.28
MACY CONDI					Total Check Amount:	\$209.28
V27634	DELTA DENTAL PLAN OF CALIFORNIA	03/09/2018	3411	110	05-04253 DENTAL MAR18	\$17,637.31
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$17,637.31
V27635	ROWENA DHINGRA	03/09/2018	25697	110404215	PILATES:BCC	\$120.00
ROWENA DHINGRA					Total Check Amount:	\$120.00
V27636	DSYL	03/09/2018	27505	110111152	DESIGN:PD ANNUAL RPRT	\$6,510.00
DSYL					Total Check Amount:	\$6,510.00
V27637	DUALGRAPHICS	03/09/2018	14494	110111151	BL ROUTE SLPS:MAR/APR	\$222.46
		03/09/2018	14494	110111151	MAR/APR 2018 BREALINE	\$6,852.16
DUALGRAPHICS					Total Check Amount:	\$7,074.62
V27638	SANDRA LEE DULANEY	03/09/2018	22866	110404215	CIRCUIT SPORT BCC	\$50.00
SANDRA LEE DULANEY					Total Check Amount:	\$50.00
V27639	MICHAEL DURALDE	03/09/2018	25228	110404215	BECKMAN FITNESS	\$208.00
		03/09/2018	25228	110404215	CLASS INSTRUCTOR:BCC	\$390.00
MICHAEL DURALDE					Total Check Amount:	\$598.00
V27640	MYRA DUVALL	03/09/2018	18083	110404215	YOGA:BCC	\$225.00
MYRA DUVALL					Total Check Amount:	\$225.00
V27641	ENTENMANN ROVIN COMPANY	03/09/2018	3457	110212111	PD BADGE	\$76.69
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$76.69
V27642	TONY FARAH	03/09/2018	24379	110404214	WOMENS SELF DEFENSE	\$75.00
TONY FARAH					Total Check Amount:	\$75.00
V27643	FUEL PROS, INC.	03/09/2018	26792	480515161	REPROGRAM VEEDER-ROOT	\$206.25
FUEL PROS, INC.					Total Check Amount:	\$206.25
V27644	GIBSON TRANSPORTATION CONSULTING	03/09/2018	22903	110000000	SILVERADO HSG PKG RVW	\$3,441.25
GIBSON TRANSPORTATION CONSULTING					Total Check Amount:	\$3,441.25
V27645	MELISSA GIFFORD	03/09/2018	10645	110404215	BODY PUMP BCC	\$150.00
MELISSA GIFFORD					Total Check Amount:	\$150.00
V27646	DON GOLDEN	03/09/2018	10729	110000000	INSP SVCS 2/15-2/28	\$7,848.77
		03/09/2018	10729	110323242	INSP SVCS 2/15-2/28	\$1,547.87

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
DON GOLDEN						Total Check Amount: \$9,396.64
V27647	HI SIGN	03/09/2018	4693	110404542	WINDOW SIGNAGE	\$344.80
HI SIGN						Total Check Amount: \$344.80
V27648	JOANNA HODSON	03/09/2018	17998	110212121	CAPE TRNG CONFERENCE	\$200.00
JOANNA HODSON						Total Check Amount: \$200.00
V27649	JAMES LEE HOWE	03/09/2018	5953	110404145	ADULT GOLF SWING	\$100.00
		03/09/2018	5953	110404145	JR GOLF CLASS	\$120.00
JAMES LEE HOWE						Total Check Amount: \$220.00
V27650	INFANTE MEDIA	03/09/2018	24628	110404542	SISTER ACT FNL PAYOUT	\$6,000.00
INFANTE MEDIA						Total Check Amount: \$6,000.00
V27651	INFOSEND, INC.	03/09/2018	19016	110404521	INSERT:INCOME TAX SVC	\$55.26
		03/09/2018	19016	110404542	INSERT:SISTER ACT	\$55.25
		03/09/2018	19016	420141421	WATER:JAN18 POSTAGE	\$4,218.51
		03/09/2018	19016	420141421	WATER:JAN18 PRNT/MAIL	\$1,521.19
INFOSEND, INC.						Total Check Amount: \$5,850.21
V27652	K PRO STONE CARE	03/09/2018	20535	490515151	FS2 CERMC TILE POLISH	\$4,000.00
K PRO STONE CARE						Total Check Amount: \$4,000.00
V27653	KAREN KIESS	03/09/2018	21414	110404215	CYCLE/BODY PUMP	\$192.00
KAREN KIESS						Total Check Amount: \$192.00
V27654	ALFONS KUNZE	03/09/2018	17789	110212111	SUPERVISORY COURSE	\$95.92
ALFONS KUNZE						Total Check Amount: \$95.92
V27655	FRANCESCO LA TORRE	03/09/2018	24398	110404521	MILEAGE:FEB 2018	\$34.88
FRANCESCO LA TORRE						Total Check Amount: \$34.88
V27656	DOLLY LAI	03/09/2018	18084	110404215	YOGA:BECKMAN	\$100.00
DOLLY LAI						Total Check Amount: \$100.00
V27657	RENEE F. LAVACOT	03/09/2018	6754	110404215	ZUMBA:BCC	\$300.00
RENEE F. LAVACOT						Total Check Amount: \$300.00
V27658	LIBERTY PAINTING & RESTORATION, INC	03/09/2018	25899	110515125	STUCCO REPAIR DT PS2	\$1,100.00
LIBERTY PAINTING & RESTORATION, INC						Total Check Amount: \$1,100.00
V27659	TANYA LOSCUTOFF	03/09/2018	22092	110404215	CYCLE/SUPER SCULPT	\$200.00
TANYA LOSCUTOFF						Total Check Amount: \$200.00
V27660	MAILFINANCE	03/09/2018	21677	110141441	MAILSYS LSE DEC-MAR18	\$1,420.45
MAILFINANCE						Total Check Amount: \$1,420.45
V27661	KRIS MARUMOTO	03/09/2018	17803	110404215	YOGA:BCC	\$275.00
		03/09/2018	17803	110404215	YOGA:BCKMAN	\$78.00
KRIS MARUMOTO						Total Check Amount: \$353.00
V27662	ANDREA MCGRANAHAN	03/09/2018	26046	110404215	CLASS INSTR BECKMAN	\$234.00
		03/09/2018	26046	110404215	CLASS INSTRUCTOR BCC	\$500.00
ANDREA MCGRANAHAN						Total Check Amount: \$734.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27663	DAWN MENDELSON	03/09/2018	16701	110404541	MOSAIC RLF PNL WRKSHP	\$360.00
DAWN MENDELSON						Total Check Amount: \$360.00
V27664	MARGARITO MENDEZ	03/09/2018	26196	110212111	DRUG RECOG EVAL PROG	\$72.00
MARGARITO MENDEZ						Total Check Amount: \$72.00
V27665	KELLY MILLER	03/09/2018	27118	110404215	CARDIO KICK:BECKMAN	\$90.00
KELLY MILLER						Total Check Amount: \$90.00
V27666	JENNIFER MONZON-SCROFINI	03/09/2018	20158	110404215	CARDIOKICK/GET PUMPED	\$200.00
JENNIFER MONZON-SCROFINI						Total Check Amount: \$200.00
V27667	NATASHA MOORE	03/09/2018	10711	110404215	BODY PUMP:BCC	\$144.00
NATASHA MOORE						Total Check Amount: \$144.00
V27668	MYERS AND SONS	03/09/2018	21624	110515121	POLICE TRAINING SIGNS	\$62.50
		03/09/2018	21624	510707702	ISLAND HEAD SIGNS	\$39.87
		03/09/2018	21624	510707702	TRUCK SIGNS	\$316.31
MYERS AND SONS						Total Check Amount: \$418.68
V27669	ORANGE COUNTY UNITED WAY	03/09/2018	3451	110	DED:5005 UNITED WAY	\$17.40
ORANGE COUNTY UNITED WAY						Total Check Amount: \$17.40
V27670	OZUNA ELECTRIC CO.INC.	03/09/2018	18504	110515121	STREET LIGHT REPAIR	\$4,145.85
OZUNA ELECTRIC CO.INC.						Total Check Amount: \$4,145.85
V27671	PARACLETE FIRE AND SAFETY, INC.	03/09/2018	17760	110222221	FIRE EXT SVC 2/13/18	\$224.27
PARACLETE FIRE AND SAFETY, INC.						Total Check Amount: \$224.27
V27672	PIERRE PASA	03/09/2018	11096	110404215	CARDIO KICK:BCC	\$248.00
PIERRE PASA						Total Check Amount: \$248.00
V27673	HERMAN PERDOMO JR,	03/09/2018	20265	110404215	BODY PUMP BCC	\$50.00
HERMAN PERDOMO JR,						Total Check Amount: \$50.00
V27674	IRACEMA PERDOMO	03/09/2018	14135	110404215	CLASS INSTRUCTOR:BCC	\$125.00
IRACEMA PERDOMO						Total Check Amount: \$125.00
V27675	PLACEWORKS, INC.	03/09/2018	26720	110323231	DT CORE WORK:JAN 2018	\$6,343.76
PLACEWORKS, INC.						Total Check Amount: \$6,343.76
V27676	QUALITY PLACEMENT AUTHORITY, LLC	03/09/2018	27027	110141411	TEMP STAFF 2/19-2/25	\$463.32
QUALITY PLACEMENT AUTHORITY, LLC						Total Check Amount: \$463.32
V27677	READWRITE EDUCATIONAL, INC.	03/09/2018	3444	110404145	READING DEVELOPMENT	\$204.00
READWRITE EDUCATIONAL, INC.						Total Check Amount: \$204.00
V27678	KEVIN REBHAN	03/09/2018	27350	110404215	ADMIN BECKMAN	\$280.50
		03/09/2018	27350	110404215	BECKMAN FITNESS	\$150.00
KEVIN REBHAN						Total Check Amount: \$430.50
V27679	RICHARDS, WATSON & GERSHON	03/09/2018	8978	110000000	0001 GEN LGL SVCS JAN	\$817.00
		03/09/2018	8978	110000000	0116 REIMB WORK JAN18	\$12,725.00
		03/09/2018	8978	110000000	9999 GEN LGL SVCS JAN	\$506.00
		03/09/2018	8978	110111112	0001 GEN LGL SVCS JAN	\$10,627.05

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27679	RICHARDS, WATSON & GERSHON	03/09/2018	8978	110111112	9999 GEN LGL SVCS JAN	\$18,140.40
		03/09/2018	8978	510707251	0145 57/LAMBERT JAN18	\$1,877.54
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$44,692.99
V27680	CHARLES ROBERT	03/09/2018	24585	110404145	YOUTH KUNG-FU	\$25.00
CHARLES ROBERT					Total Check Amount:	\$25.00
V27681	BRANDICE ROGERS	03/09/2018	26780	110404215	CIRCUIT SPORT:BECKMAN	\$92.00
BRANDICE ROGERS					Total Check Amount:	\$92.00
V27682	PAMELA SCHMIDT	03/09/2018	12209	110404214	HYPNOSIS CLASS	\$28.00
PAMELA SCHMIDT					Total Check Amount:	\$28.00
V27683	LAURENE SCHULZE	03/09/2018	18034	110404215	YOGA:BCC	\$23.00
LAURENE SCHULZE					Total Check Amount:	\$23.00
V27684	BRANDI SCHUMACHER	03/09/2018	26514	110404215	YOGA:BECKMAN	\$78.00
BRANDI SCHUMACHER					Total Check Amount:	\$78.00
V27685	ISMAEL O SILVA	03/09/2018	24370	110404215	ZUMBA:BCC	\$420.00
ISMAEL O SILVA					Total Check Amount:	\$420.00
V27686	WHITNEY SOLENBERGER	03/09/2018	26744	110404215	YOGA:BECKMAN	\$120.00
WHITNEY SOLENBERGER					Total Check Amount:	\$120.00
V27687	SPILLMAN TECHNOLOGIES, INC.	03/09/2018	26570	172212141	PD CAD/RMS USER TRNG	\$80,705.00
SPILLMAN TECHNOLOGIES, INC.					Total Check Amount:	\$80,705.00
V27688	STAPLES TECHNOLOGY SOLUTIONS	03/09/2018	22888	110323212	TONER	\$120.07
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$120.07
V27689	STERICYCLE, INC.	03/09/2018	11925	110212121	STERI SAFE FEB 2018	\$458.03
STERICYCLE, INC.					Total Check Amount:	\$458.03
V27690	SUPERION, LLC	03/09/2018	26879	420141421	LIC FEES TO 4321	(\$27,442.80)
		03/09/2018	26879	420141421	LIC FEES-UTIL BILLING	\$27,442.80
		03/09/2018	26879	420141421	UTILITY BILLING TRNG	\$3,840.00
		03/09/2018	26879	475141471	ASP BACKUP SVCS SEP17	\$1,817.42
SUPERION, LLC					Total Check Amount:	\$5,657.42
V27691	TOTAL ADMINISTRATIVE SERVICE CORP.	03/09/2018	26017	110	DED:808B FSA DEPCAR	\$2,333.82
		03/09/2018	26017	110	DED:808C FSA UR MED	\$4,772.87
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$7,106.69
V27692	TROPICAL PLAZA NURSERY, INC	03/09/2018	2062	420515131	CITY RESERVOIRS FEB18	\$1,316.50
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$1,316.50
V27693	LETICIA TRUJILLO	03/09/2018	22054	110404215	SILVER SNEAKERS:BCC	\$48.00
LETICIA TRUJILLO					Total Check Amount:	\$48.00
V27694	EDEN TURNER	03/09/2018	21951	110404215	BODY PUMP:BCC	\$168.00
EDEN TURNER					Total Check Amount:	\$168.00
V27695	US METRO GROUP, INC.	03/09/2018	24814	110515125	JANITORIAL SVCS FEB18	\$786.42
		03/09/2018	24814	490515151	JANITORIAL SVCS FEB18	\$31,232.43

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US METRO GROUP, INC.					Total Check Amount:	\$32,018.85
V27696	VAVRINEK, TRINE, DAY & CO., LLP	03/09/2018	27146	110141431	0140939 TO PO-218145	(\$4,250.00)
		03/09/2018	27146	110141431	CAFR AUDIT DEC 2017	\$4,250.00
		03/09/2018	27146	110141431	CAFR AUDIT JAN 2018	\$1,650.00
		03/09/2018	27146	420141431	0140939 TO PO-218145	(\$500.00)
		03/09/2018	27146	420141431	CAFR AUDIT DEC 2017	\$500.00
		03/09/2018	27146	420141431	CAFR AUDIT JAN 2018	\$100.00
		03/09/2018	27146	430141431	0140939 TO PO-218145	(\$250.00)
		03/09/2018	27146	430141431	CAFR AUDIT DEC 2017	\$250.00
		03/09/2018	27146	430141431	CAFR AUDIT JAN 2018	\$50.00
		03/09/2018	27146	950000000	ILJAOC AUDIT JAN 2018	\$1,500.00
VAVRINEK, TRINE, DAY & CO., LLP					Total Check Amount:	\$3,300.00
V27697	JUANA VENTURA	03/09/2018	17752	110404215	CYCLE CLASS:BCC	\$100.00
		03/09/2018	17752	110404215	CYCLE CLASS:BECKMAN	\$182.00
JUANA VENTURA					Total Check Amount:	\$282.00
V27698	VORTEX	03/09/2018	15007	490515151	ADA HARDWARE, GALLERY	\$1,760.00
VORTEX					Total Check Amount:	\$1,760.00
V27699	LINDA WATSON	03/09/2018	11871	110404215	YOGA:BCC	\$180.00
LINDA WATSON					Total Check Amount:	\$180.00
V27700	WAXIE SANITARY SUPPLY	03/09/2018	3332	110515125	PS3 TRASH CANS	\$2,345.56
		03/09/2018	3332	490515151	JANITORIAL SUPPLIES	\$3,741.31
WAXIE SANITARY SUPPLY					Total Check Amount:	\$6,086.87
V27701	WEST COAST ARBORISTS, INC.	03/09/2018	1556	345515112	TREE REMOVAL 10/1-15	\$10,249.20
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$10,249.20
Voucher Subtotal						\$424,852.17

TOTAL \$1,023,669.65

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177452	ANAHEIM REG MED CENTER AHMC	03/16/2018	21180	110212121	EMERG RM CHGS 2/28/18	\$800.00
ANAHEIM REG MED CENTER AHMC					Total Check Amount:	\$800.00
177453	ARMS UNLIMITED INC.	03/16/2018	26722	110	TAX ON MRO COVER	(\$16.00)
		03/16/2018	26722	110	TAX ON SUPP ADAPTERS	(\$15.35)
		03/16/2018	26722	110212131	MINIRIFLE OPTIC COVER	\$216.00
		03/16/2018	26722	110212131	SUPPRESSOR ADAPTERS	\$213.35
ARMS UNLIMITED INC.					Total Check Amount:	\$398.00
177454	AT&T CALNET	03/16/2018	20391	420515131	9391011964 3/16	\$38.96
		03/16/2018	20391	420515131	9391011967 3/16	\$0.15
		03/16/2018	20391	475141471	9391011961 3/16	\$230.25
		03/16/2018	20391	475141471	9391011963 3/16	\$20.33
		03/16/2018	20391	475141471	9391011965 3/16	\$39.05
		03/16/2018	20391	475141471	9391011966 3/16	\$57.62
		03/16/2018	20391	475141471	9391011971 3/16	\$38.97
		03/16/2018	20391	475141471	9391011972 3/16	\$140.60
		03/16/2018	20391	475141471	9391011973 3/16	\$40.65
		03/16/2018	20391	475141471	9391011974 3/16	\$0.01
		03/16/2018	20391	475141471	9391011975 3/16	\$3,479.67
		03/16/2018	20391	475141471	9391023157 3/16	\$20.31
		03/16/2018	20391	475141471	9391023158 3/16	\$33.50
		03/16/2018	20391	475141471	9391023159 3/16	\$20.31
		03/16/2018	20391	475141471	9391052504 3/16	\$274.22
		03/16/2018	20391	475141471	9391052507 3/16	\$274.22
		03/16/2018	20391	475141471	9391063120 3/16	\$215.93
		03/16/2018	20391	475141471	9391063276 3/16	\$29.10
		03/16/2018	20391	475141471	9391063405 3/16	\$98.13
AT&T CALNET					Total Check Amount:	\$5,051.98
177455	BARTEL ASSOCIATES, LLC	03/16/2018	18970	110141431	CP PROJ/RISK ANALYSIS	\$2,888.00
		03/16/2018	18970	110141431	OPEB EVAL DEC-JAN18	\$1,642.00
BARTEL ASSOCIATES, LLC					Total Check Amount:	\$4,530.00
177456	BREA/ORANGE COUNTY PLUMBING	03/16/2018	3781	490515151	75-GAL WTR HEATER @SC	\$4,500.00
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$4,500.00
177457	BUTLER CHEMICALS, INC.	03/16/2018	6515	490515151	DW SVC SR CTR JAN18	\$167.01
BUTLER CHEMICALS, INC.					Total Check Amount:	\$167.01
177458	C & L REFRIGERATION CORP	03/16/2018	22645	420000000	CLOSED WATER ACCOUNT	\$338.51
C & L REFRIGERATION CORP					Total Check Amount:	\$338.51
177459	CALIFORNIA NEWSPAPER PARTNERSHIP	03/16/2018	26287	110111161	0011058499 LGL NOTICE	\$120.00
		03/16/2018	26287	110212131	0011062381 LGL NOTICE	\$273.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
177459	CALIFORNIA NEWSPAPER PARTNERSHIP	03/16/2018	26287	110323214	0011067410 LGL NOTICE	\$75.00
		03/16/2018	26287	110323231	0011067585 LGL NOTICE	\$261.00
		03/16/2018	26287	110404311	0011067410 LGL NOTICE	\$75.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$804.00
177460	ALBERT CHANG	03/16/2018	27088	420000000	REFUND:CR BAL WATER	\$4,520.08
ALBERT CHANG					Total Check Amount:	\$4,520.08
177461	COMMERCIAL AQUATIC SERVICES, INC.	03/16/2018	25513	490515151	POOL HEATER REPAIR	\$274.00
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$274.00
177462	COUNTY OF ORANGE	03/16/2018	4799	110212122	PRKNG CITATIONS JAN18	\$11,011.00
COUNTY OF ORANGE					Total Check Amount:	\$11,011.00
177463	COUNTY OF ORANGE	03/16/2018	4799	110212122	OCATS/SWITCHER FEB18	\$653.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
177464	CSG CONSULTANTS	03/16/2018	25540	110323241	TECH SVCS 12/30-1/26	\$3,657.50
CSG CONSULTANTS					Total Check Amount:	\$3,657.50
177465	CSULB FOUNDATION	03/16/2018	10182	110212111	TITLE 15 SUPV COURSE	\$95.00
CSULB FOUNDATION					Total Check Amount:	\$95.00
177466	DEPARTMENT OF INDUSTRIAL RELATIONS	03/16/2018	19791	490515151	ELEVATOR INSP @ CCC	\$675.00
DEPARTMENT OF INDUSTRIAL RELATIONS					Total Check Amount:	\$675.00
177467	DEPARTMENT OF MOTOR VEHICLES	03/16/2018	16378	110212111	6 CA VEH CODE 2018 ED	\$101.40
DEPARTMENT OF MOTOR VEHICLES					Total Check Amount:	\$101.40
177468	EDISON CO	03/16/2018	3343	110515121	ELECTRICITY FEB/MAR18	\$4,407.86
		03/16/2018	3343	110515125	ELECTRICITY FEB/MAR18	\$7,123.27
		03/16/2018	3343	341515112	ELECTRICITY FEB/MAR18	\$179.22
		03/16/2018	3343	343515112	ELECTRICITY FEB/MAR18	\$102.09
		03/16/2018	3343	345515112	ELECTRICITY FEB/MAR18	\$99.13
		03/16/2018	3343	346515112	ELECTRICITY FEB/MAR18	\$284.29
		03/16/2018	3343	420515131	ELECTRICITY FEB/MAR18	\$26,746.81
		03/16/2018	3343	430515123	ELECTRICITY FEB/MAR18	\$30.50
		03/16/2018	3343	490515151	ELECTRICITY FEB/MAR18	\$5,399.31
		03/16/2018	3343	880515113	ELECTRICITY FEB/MAR18	\$24.89
EDISON CO					Total Check Amount:	\$44,397.37
177469	FOSSIL INDUSTRIES	03/16/2018	17563	510	TAX:HISTORICAL PANELS	(\$48.13)
		03/16/2018	17563	510707873	TRKS:HSTORICAL PANELS	\$924.13
FOSSIL INDUSTRIES					Total Check Amount:	\$876.00
177470	G & G TROPHY CO.	03/16/2018	1709	110404211	EOTM PLAQUES	\$129.30
		03/16/2018	1709	110404424	YTH BSKTBALL TROPHIES	\$1,486.95
G & G TROPHY CO.					Total Check Amount:	\$1,616.25
177471	THE GAS COMPANY	03/16/2018	3749	420515131	GAS FEB/MAR 2018	\$13.81

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
THE GAS COMPANY						Total Check Amount: \$13.81
177472	LABORATORY CORPORATION OF	03/16/2018	22820	470141483	LAB SVCS 2/4/18	\$665.00
LABORATORY CORPORATION OF						Total Check Amount: \$665.00
177473	MERCURY INSURANCE	03/16/2018	23674	470141483	12/7/17 R CALMELAT	\$991.63
MERCURY INSURANCE						Total Check Amount: \$991.63
177474	OFFICE DEPOT, INC	03/16/2018	4743	110111161	OFFICE SUPPLIES	\$325.02
		03/16/2018	4743	110212122	OFFICE SUPPLIES	\$343.77
		03/16/2018	4743	110404311	OFFICE SUPPLIES	\$117.41
		03/16/2018	4743	110515111	CREDIT:INV102035620001	(\$2.35)
		03/16/2018	4743	110515111	HP PRINTER	\$68.01
		03/16/2018	4743	110515111	OFFICE SUPPLIES	\$33.67
		03/16/2018	4743	110515171	OFFICE SUPPLIES	\$36.44
OFFICE DEPOT, INC						Total Check Amount: \$921.97
177475	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	03/16/2018	1351	110212111	2018 TRI-COUNTY WKSHP	\$200.00
ORANGE CTY CHIEFS' & SHERIFFS' ASSN						Total Check Amount: \$200.00
177476	RISE PARBERRY	03/16/2018	27238	110404541	DYNAMC ABSTRCT:WTRCLR	\$812.25
RISE PARBERRY						Total Check Amount: \$812.25
177477	PLUMBING WHOLESALE OUTLET, INC.	03/16/2018	18392	110515141	AROVSTA PARK RR PARTS	\$20.31
		03/16/2018	18392	110515141	DRAIN CLEANERS/GLOVES	\$146.63
		03/16/2018	18392	110515141	MIRROR:OLINDA RNCH RR	\$122.28
		03/16/2018	18392	110515141	PLUMBING PARTS	\$143.03
		03/16/2018	18392	360515145	DRN CLNR/PLUMBNG PRTS	\$28.24
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$460.49
177478	REY LENN CONSTRUCTION CO., INC.	03/16/2018	27538	420000000	CLOSED WATER ACCOUNT	\$388.93
REY LENN CONSTRUCTION CO., INC.						Total Check Amount: \$388.93
177479	SHRED-IT USA	03/16/2018	7438	110212122	PD DOC DESTR 1/23/18	\$96.00
		03/16/2018	7438	110212122	PD DOC DESTR 2/6/18	\$96.00
SHRED-IT USA						Total Check Amount: \$192.00
177480	THE STANDARD INSURANCE COMPANY	03/16/2018	27270	110	643015 OPT INS MAR18	\$2,050.65
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$2,050.65
177481	TIME WARNER CABLE	03/16/2018	19304	110111143	CABLE CHGS 3/2-4/1	\$28.63
		03/16/2018	19304	110111151	CABLE CHGS 3/2-4/1	\$57.26
		03/16/2018	19304	110111161	CABLE CHGS 3/2-4/1	\$18.59
		03/16/2018	19304	110141411	CABLE CHGS 3/2-4/1	\$37.18
		03/16/2018	19304	110141481	CABLE CHGS 3/2-4/1	\$18.59
		03/16/2018	19304	110212111	CABLE CHGS 3/2-4/1	\$320.53
		03/16/2018	19304	110222211	CABLE CHGS 3/2-4/1	\$74.37
		03/16/2018	19304	110323212	CABLE CHGS 3/2-4/1	\$75.85

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177481	TIME WARNER CABLE	03/16/2018	19304	110404211	CABLE 3/2-4/1 40955	\$99.31
		03/16/2018	19304	110404311	CABLE CHGS 3/2-4/1	\$18.56
		03/16/2018	19304	110404521	CABLE 3/2-4/1 15759	\$24.19
		03/16/2018	19304	420515131	CABLE 3/2-4/1 20981	\$112.36
		03/16/2018	19304	420515131	CABLE 3/2-4/1 49861	\$73.91
		03/16/2018	19304	490515151	CABLE CHGS 3/2-4/1	\$18.56
TIME WARNER CABLE						Total Check Amount:
						\$977.89
177482	TERRI WESTERGREN	03/16/2018	25602	110404521	ZUMBA GOLD SR CTR DEC	\$120.00
		03/16/2018	25602	110404521	ZUMBA GOLD SR CTR FEB	\$160.00
		03/16/2018	25602	110404521	ZUMBA GOLD SR CTR JAN	\$200.00
TERRI WESTERGREN						Total Check Amount:
						\$480.00
177483	XEROX CORPORATION	03/16/2018	3349	110141441	ADDR/LBL SFTWRE FEB18	\$108.00
		03/16/2018	3349	110141441	BLACK COPIER/PRINTER	\$468.64
		03/16/2018	3349	110141441	COLOR COPIER/PRINTER	\$1,338.03
		03/16/2018	3349	110141441	ENV LBL SFTWRE FEB18	\$202.24
		03/16/2018	3349	110141441	PRINTER/COPIER FEB18	\$717.42
		03/16/2018	3349	110141441	SOFTWARE MAINT FEB18	\$116.00
XEROX CORPORATION						Total Check Amount:
						\$2,950.33
						Check Subtotal
						\$95,571.05
V27702	10-8 RETROFIT, INC.	03/16/2018	19445	480515161	EMER RED/BLUE LED LTS	\$996.69
10-8 RETROFIT, INC.						Total Check Amount:
						\$996.69
V27703	ADAMSON POLICE PRODUCTS	03/16/2018	4023	110212134	RIOT AGENT FILTER	\$275.84
ADAMSON POLICE PRODUCTS						Total Check Amount:
						\$275.84
V27704	ADLERHORST INT'L INC	03/16/2018	2223	110212131	K9 TRAINING FEB 2018	\$350.00
ADLERHORST INT'L INC						Total Check Amount:
						\$350.00
V27705	DAVID AGUIRRE	03/16/2018	12388	110212111	FTO UPDATE	\$24.00
DAVID AGUIRRE						Total Check Amount:
						\$24.00
V27706	ALL CITY MANAGEMENT SERVICES INC	03/16/2018	6604	110212132	CRSNG GRDS 1/28-2/10	\$3,071.25
ALL CITY MANAGEMENT SERVICES INC						Total Check Amount:
						\$3,071.25
V27707	BAXTER'S FRAME WORKS & BADGE FRAME	03/16/2018	24424	110212131	NAME PLATES	\$43.10
BAXTER'S FRAME WORKS & BADGE FRAME						Total Check Amount:
						\$43.10
V27708	BEST LAWN MOWER SERVICE	03/16/2018	16230	480515161	SHIHL HANDHELD BLOWER	\$216.46
BEST LAWN MOWER SERVICE						Total Check Amount:
						\$216.46
V27709	JANET BIRCH	03/16/2018	25982	110404521	YOGA @ SR CTR FEB18	\$100.00
JANET BIRCH						Total Check Amount:
						\$100.00
V27710	BREA DISPOSAL, INC	03/16/2018	3330	440515122	REFUSE COLLECTN FEB18	\$145,318.12
BREA DISPOSAL, INC						Total Check Amount:
						\$145,318.12
V27711	BREA ELECTRIC COMPANY	03/16/2018	27530	343515112	WALKWAY LIGHT REPAIR	\$277.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
BREA ELECTRIC COMPANY						Total Check Amount: \$277.50
V27712	C.WELLS PIPELINE MATERIALS INC	03/16/2018	13055	420515131	PLUMBING SUPPLIES	\$2,688.95
C.WELLS PIPELINE MATERIALS INC						Total Check Amount: \$2,688.95
V27713	CALIFORNIA RETROFIT, INC	03/16/2018	4447	110515141	COURT/WALKWAY LAMPS	\$32.33
		03/16/2018	4447	110515144	COURT/WALKWAY LAMPS	\$94.12
		03/16/2018	4447	360515145	COURT/WALKWAY LAMPS	\$252.67
CALIFORNIA RETROFIT, INC						Total Check Amount: \$379.12
V27714	CANON SOLUTIONS AMERICA, INC	03/16/2018	15260	110141441	PROP EVID MNT FEB-MAR	\$600.00
		03/16/2018	15260	110141441	PROP EVID USG JAN-FEB	\$168.90
CANON SOLUTIONS AMERICA, INC						Total Check Amount: \$768.90
V27715	ARLINDA CANTU	03/16/2018	26312	110404215	PERSONAL TRAINER BCC	\$735.30
ARLINDA CANTU						Total Check Amount: \$735.30
V27716	ANDREW CATOR	03/16/2018	6646	460141474	MILEAGE FEB 2018	\$241.44
ANDREW CATOR						Total Check Amount: \$241.44
V27717	CI TECHNOLOGIES INC	03/16/2018	22893	110212111	IAPRO ONSITE TRAINING	\$1,200.00
CI TECHNOLOGIES INC						Total Check Amount: \$1,200.00
V27718	COLONIAL LIFE PROCESSING CENTER	03/16/2018	26071	110	E4504064 CRIT ILL FEB	\$179.38
		03/16/2018	26071	110	E4504064 ST DISAB FEB	\$1,288.42
COLONIAL LIFE PROCESSING CENTER						Total Check Amount: \$1,467.80
V27719	COMLOCK SECURITY-GROUP	03/16/2018	13625	110515141	DEAD BOLTS/KEYS	\$553.49
		03/16/2018	13625	360515147	PADLOCKS	\$85.55
COMLOCK SECURITY-GROUP						Total Check Amount: \$639.04
V27720	CORE & MAIN LP	03/16/2018	27049	420515131	ENCODERS	\$880.01
		03/16/2018	27049	420515131	PLUMBING SUPPLIES	\$471.73
		03/16/2018	27049	420515131	WATER METER	\$10,124.38
		03/16/2018	27049	420515131	WATER METERS	\$5,198.50
CORE & MAIN LP						Total Check Amount: \$16,674.62
V27721	CORONA CLAY CO	03/16/2018	3707	110515141	BALL FIELD BRICK DUST	\$280.15
CORONA CLAY CO						Total Check Amount: \$280.15
V27722	DE LAGE LANDEN FINANCIAL SERVICES	03/16/2018	23311	110141441	DISPATCH FEB/MAR18	\$238.50
		03/16/2018	23311	110141441	FIRE STN #1 FEB/MAR18	\$88.13
		03/16/2018	23311	110141441	FIRE STN #2 FEB/MAR18	\$255.06
		03/16/2018	23311	110141441	FIRE STN #4 FEB/MAR18	\$88.13
		03/16/2018	23311	110141441	SR CTR FEB/MAR18	\$238.51
DE LAGE LANDEN FINANCIAL SERVICES						Total Check Amount: \$908.33
V27723	MICHAEL DURALDE	03/16/2018	25228	110404215	FIT U:BEGINNERS GUIDE	\$352.00
		03/16/2018	25228	110404215	PERSONAL TRAINER BCC	\$469.00
		03/16/2018	25228	110404215	THE BREA MOVEMENT	\$1,051.20
MICHAEL DURALDE						Total Check Amount: \$1,872.20

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27724	EBERHARD EQUIPMENT	03/16/2018	4532	110515144	INFIELD TILLER RENTAL	\$161.63
		03/16/2018	4532	360515145	INFIELD TILLER RENTAL	\$80.81
EBERHARD EQUIPMENT					Total Check Amount:	\$242.44
V27725	ECONOLITE SYSTEMS, INC.	03/16/2018	27147	110515121	CAMERA RPR LMBRT/WCW	\$402.50
		03/16/2018	27147	110515121	EXTRAORD SGNL MNT FEB	\$6,469.08
		03/16/2018	27147	110515121	MO. SIGNAL MNT FEB18	\$2,925.94
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$9,797.52
V27726	EMG	03/16/2018	26703	490515151	FARP STUDY DEC 2017	\$42,748.00
EMG					Total Check Amount:	\$42,748.00
V27727	EXTERMINETICS OF SO CALIF INC	03/16/2018	3298	110515125	PEST CONTROL FEB 2018	\$240.00
		03/16/2018	3298	110515125	PEST CONTROL SVC @PS3	\$144.00
		03/16/2018	3298	110515141	PEST CONTROL FEB 2018	\$180.00
		03/16/2018	3298	420515131	PEST CONTROL FEB 2018	\$100.00
		03/16/2018	3298	490515151	PEST CONTROL FEB 2018	\$1,090.00
		03/16/2018	3298	490515151	PEST CONTROL SER. @ BCC	\$60.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,814.00
V27728	FIDELITY SECURITY LIFE INSURANCE	03/16/2018	23035	110	9827288 RETRO FEB18	(\$15.78)
		03/16/2018	23035	110	9827288 RETRO JAN18	\$8.81
		03/16/2018	23035	110	9827288 VISION MAR18	\$2,600.23
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,593.26
V27729	FLEET SERVICES	03/16/2018	5658	480515161	FILTERS/AIR HORN	\$292.08
FLEET SERVICES					Total Check Amount:	\$292.08
V27730	FUN WITH HORSES	03/16/2018	15171	110404145	HORSE FUN 2/28-3/6	\$300.00
FUN WITH HORSES					Total Check Amount:	\$300.00
V27731	GALE SUPPLY COMPANY	03/16/2018	21090	110515141	TRASH LINERS/SOAP	\$338.34
		03/16/2018	21090	110515144	TRASH LINERS/SOAP	\$118.74
		03/16/2018	21090	360515145	TRASH LINERS/SOAP	\$118.74
GALE SUPPLY COMPANY					Total Check Amount:	\$575.82
V27732	GALLS/QUARTERMASTER	03/16/2018	16493	110212131	UNIFORMS	\$181.88
GALLS/QUARTERMASTER					Total Check Amount:	\$181.88
V27733	GRAINGER	03/16/2018	13634	110515141	MAINT YARD RR SCREENS	\$77.84
		03/16/2018	13634	110515144	MAINT YARD RR SCREENS	\$25.94
		03/16/2018	13634	110515148	TRKS S3 RR SOAP DISP	\$87.65
		03/16/2018	13634	360515145	MAINT YARD RR SCREENS	\$25.95
		03/16/2018	13634	420515131	PLUMBING SUPPLIES	\$1,870.48
		03/16/2018	13634	480515161	TOGGLE SWITCH/KEY BOX	\$77.79
GRAINGER					Total Check Amount:	\$2,165.65
V27734	NEIL GROOM	03/16/2018	27531	110141411	MILEAGE FEB 2018	\$14.72

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27734	NEIL GROOM	03/16/2018	27531	110141441	MILEAGE:CAPPO CONF	\$97.88
NEIL GROOM					Total Check Amount:	\$112.60
V27735	MONA HERNANDEZ	03/16/2018	23114	110404215	MASSAGE THERAPIST BCC	\$728.75
MONA HERNANDEZ					Total Check Amount:	\$728.75
V27736	IMPERIAL SPRINKLER SUPPLY	03/16/2018	24260	110515144	IRRIGATION PARTS	\$58.78
		03/16/2018	24260	360515145	IRRIGATION PARTS	\$73.72
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$132.50
V27737	INK LINK INC	03/16/2018	22423	110404542	STEP & REPEAT BANNER	\$224.12
		03/16/2018	22423	110404544	2017 BREAFAST BANNERS	\$1,099.05
INK LINK INC					Total Check Amount:	\$1,323.17
V27738	IPARQ	03/16/2018	21583	110323241	PERMIT FEES DEC 2017	\$4,545.76
IPARQ					Total Check Amount:	\$4,545.76
V27739	J G TUCKER & SON INC	03/16/2018	3640	420515131	MAT	\$117.23
		03/16/2018	3640	420515131	PAINT	\$134.47
J G TUCKER & SON INC					Total Check Amount:	\$251.70
V27740	MARY JOHNSON	03/16/2018	27349	110404215	MASSAGE THERAPIST BCC	\$362.50
MARY JOHNSON					Total Check Amount:	\$362.50
V27741	JOHNSTONE SUPPLY	03/16/2018	4788	490515151	HVAC PARTS @ BREA MSM	\$118.36
JOHNSTONE SUPPLY					Total Check Amount:	\$118.36
V27742	MARSHALL KING	03/16/2018	20807	110404215	PERSONAL TRAINER BCC	\$166.50
MARSHALL KING					Total Check Amount:	\$166.50
V27743	KUSSMAUL ELECTRONICS	03/16/2018	16760	480515161	RECEPTACLE/CONNECTOR	\$209.44
KUSSMAUL ELECTRONICS					Total Check Amount:	\$209.44
V27744	LA HABRA FENCE CO., INC.	03/16/2018	3120	360515145	GATE LATCHES	\$39.60
LA HABRA FENCE CO., INC.					Total Check Amount:	\$39.60
V27745	LAND CONCERN, LTD	03/16/2018	22942	510707936	PD MEMORIAL JAN 2018	\$2,373.97
LAND CONCERN, LTD					Total Check Amount:	\$2,373.97
V27746	LINCOLN AQUATICS	03/16/2018	17902	490515151	LIFT COVER @ PLUNGE	\$299.61
LINCOLN AQUATICS					Total Check Amount:	\$299.61
V27747	LONG BEACH BMW	03/16/2018	18120	480515161	TIRES/BRAKES/FILTERS	\$1,566.56
LONG BEACH BMW					Total Check Amount:	\$1,566.56
V27748	NATHANAEL LONKY	03/16/2018	27014	110404215	MASSAGE THERAPIST BCC	\$147.50
NATHANAEL LONKY					Total Check Amount:	\$147.50
V27749	TANYA LOSCUTOFF	03/16/2018	22092	110404215	PERSONAL TRAINER BCC	\$878.00
		03/16/2018	22092	110404215	POWER TRAINING CLUB	\$125.00
TANYA LOSCUTOFF					Total Check Amount:	\$1,003.00
V27750	ELIZABETH LUSK	03/16/2018	16911	110212133	MILEAGE:CALNENA CONF	\$96.47
ELIZABETH LUSK					Total Check Amount:	\$96.47
V27751	MAKE IT "PERSONAL"	03/16/2018	19203	110212131	NAME PLATES (3)	\$16.16

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MAKE IT "PERSONAL"					Total Check Amount:	\$16.16
V27752	MAR-CO EQUIPMENT COMPANY	03/16/2018	20329	480515161	DUMP SWITCH	\$87.99
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$87.99
V27753	ANDREA MCGRANAHAN	03/16/2018	26046	110404215	PERSONAL TRAINER BCC	\$188.62
ANDREA MCGRANAHAN					Total Check Amount:	\$188.62
V27754	METRON-FARNIER, LLC	03/16/2018	27039	420515131	SPOOLS	\$3,535.63
METRON-FARNIER, LLC					Total Check Amount:	\$3,535.63
V27755	TINA MEYER	03/16/2018	12786	110212133	CALNENA CONF/TRNG	\$20.01
		03/16/2018	12786	110212133	MILEAGE:CALNENA CONF	\$96.47
TINA MEYER					Total Check Amount:	\$116.48
V27756	MODULAR SPACE CORPORATION	03/16/2018	27090	510707929	TRAILER RENTAL - LDM	\$473.21
MODULAR SPACE CORPORATION					Total Check Amount:	\$473.21
V27757	JENNIFER MONZON-SCROFINI	03/16/2018	20158	110404215	PERSONAL TRAINER BCC	\$153.30
JENNIFER MONZON-SCROFINI					Total Check Amount:	\$153.30
V27758	QUALITY PLACEMENT AUTHORITY, LLC	03/16/2018	27027	110141411	TEMP STAFF 2/26-3/4	\$823.68
QUALITY PLACEMENT AUTHORITY, LLC					Total Check Amount:	\$823.68
V27759	QUINN COMPANY	03/16/2018	12380	480515161	TRACTOR FUEL TANK	\$275.08
QUINN COMPANY					Total Check Amount:	\$275.08
V27760	R.H.F. INC.	03/16/2018	5713	110212132	NHTSA/IACP RECERT	\$85.00
R.H.F. INC.					Total Check Amount:	\$85.00
V27761	RAY-LITE INDUSTRIES, INC.	03/16/2018	19800	490515152	LED PANEL LIGHTS @CCC	\$679.93
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$679.93
V27762	RCS INVESTIGATIONS & CONSULTING LLC	03/16/2018	22534	110212111	BCKGRND INVESTIGATION	\$3,300.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$3,300.00
V27763	KEVIN REBHAN	03/16/2018	27350	110404215	PERSONAL TRAINER BCC	\$316.40
KEVIN REBHAN					Total Check Amount:	\$316.40
V27764	RPW SERVICES, INC.	03/16/2018	3791	110515143	TREAT PLANTS FOR BUGS	\$480.00
		03/16/2018	3791	347515112	TREAT TREES FOR APHDS	\$480.00
RPW SERVICES, INC.					Total Check Amount:	\$960.00
V27765	MICHAEL RYAN	03/16/2018	12856	460141474	MILEAGE FEB 2018	\$128.62
MICHAEL RYAN					Total Check Amount:	\$128.62
V27766	JOSHUA SAZDANOFF	03/16/2018	21272	110404215	PERSONAL TRAINER BCC	\$204.00
JOSHUA SAZDANOFF					Total Check Amount:	\$204.00
V27767	SHARPER IMAGE COLLISION	03/16/2018	24443	480515161	1222 ACCIDENT REPAIR	\$2,276.63
		03/16/2018	24443	480515161	967 DENT REPAIR	\$125.00
SHARPER IMAGE COLLISION					Total Check Amount:	\$2,401.63
V27768	SITEONE LANDSCAPE SUPPLY, LLC	03/16/2018	25942	110515141	IRRIGATION PARTS/PUMP	\$32.17
		03/16/2018	25942	110515143	IRRIGATION PARTS/PUMP	\$140.58
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$172.75

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27769	DONNA SMITH	03/16/2018	26136	110404145	LINE DANCE 2/28-3/6	\$262.50
DONNA SMITH					Total Check Amount:	\$262.50
V27770	SNAP-ON INDUSTRIAL	03/16/2018	17125	420515131	RATCHETING WRENCH	\$115.57
SNAP-ON INDUSTRIAL					Total Check Amount:	\$115.57
V27771	SPECTRUM GAS PRODUCTS, INC.	03/16/2018	16060	110222222	OXYGEN	\$109.00
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$109.00
V27772	STAPLES TECHNOLOGY SOLUTIONS	03/16/2018	22888	110515171	TONER	\$177.60
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$177.60
V27773	STATE INDUSTRIAL PRODUCTS	03/16/2018	8572	490515151	CLEANING SOLUTNS-CCC	\$369.47
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$369.47
V27774	SUNSET SIGNS AND PRINTING, INC.	03/16/2018	27244	510707873	INSTALL HSTRCL PANELS	\$15,600.00
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$15,600.00
V27775	TARGET SPECIALITY PRODUCTS	03/16/2018	19444	110515144	FERTILIZER	\$1,134.48
		03/16/2018	19444	360515145	FERTILIZER	\$525.73
		03/16/2018	19444	420515131	WEED CHEMICALS	\$1,315.39
TARGET SPECIALITY PRODUCTS					Total Check Amount:	\$2,975.60
V27776	TENNIS ANYONE ACADEMY	03/16/2018	12688	110404145	TENNIS ACAD 2/28-3/6	\$2,078.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$2,078.00
V27777	THOMSON REUTERS - WEST	03/16/2018	22020	110111112	431851 CHGS JAN-FEB18	\$194.21
THOMSON REUTERS - WEST					Total Check Amount:	\$194.21
V27778	TMK INDUSTRIAL FASTNERS	03/16/2018	20181	420515131	WASHERS	\$178.33
TMK INDUSTRIAL FASTNERS					Total Check Amount:	\$178.33
V27779	TROPICAL PLAZA NURSERY, INC	03/16/2018	2062	110515141	PARK LANDSCAPE FEB18	\$1,942.65
		03/16/2018	2062	110515143	CITY LANDSCAPE FEB18	\$12,143.09
		03/16/2018	2062	110515143	TRCKS S5 LNDSCP FEB18	\$18.74
		03/16/2018	2062	110515148	TRCKS S3 LNDSCP FEB18	\$2,333.30
		03/16/2018	2062	110515148	WEED SPRAYING:TRKS S3	\$1,760.00
		03/16/2018	2062	341515112	DISTRICT 1 FEB 2018	\$1,746.34
		03/16/2018	2062	343515112	DISTRICT 3 FEB 2018	\$1,925.98
		03/16/2018	2062	343515112	IRRIGATION REPAIR	\$113.60
		03/16/2018	2062	345515112	DISTRICT 5 FEB 2018	\$2,312.54
		03/16/2018	2062	346515112	DISTRICT 6 FEB 2018	\$6,257.03
		03/16/2018	2062	347515112	DISTRICT 7 FEB 2018	\$1,019.00
		03/16/2018	2062	510707903	IRRIGATION REPAIR	\$778.00
		03/16/2018	2062	880515113	GATEWAY CENTER FEB18	\$1,171.85
		03/16/2018	2062	880515113	IRRIGATION REPAIR	\$195.19
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$33,717.31
V27780	UNITED ROTARY BRUSH CORPORATION	03/16/2018	16649	480515161	SWEEPER BROOMS (2)	\$414.86
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$414.86

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V27781	US BANK XX0338 CITY MGR	03/16/2018	24704	110111111	CALCARD CM 022218	\$1,855.56
		03/16/2018	24704	110111143	CALCARD CM 022218	\$1,078.16
		03/16/2018	24704	480515161	CALCARD CM 022218	\$113.72
US BANK XX0338 CITY MGR					Total Check Amount:	\$3,047.44
V27782	US BANK XX0312 HR	03/16/2018	24776	110141481	CALCARD HR 022218	\$123.98
		03/16/2018	24776	470141483	CALCARD HR 022218	\$3,112.13
US BANK XX0312 HR					Total Check Amount:	\$3,236.11
V27785	US BANK XX0593 COMM SVC	03/16/2018	24777	110	CALCARD CS 022218	\$432.67
		03/16/2018	24777	110	CALCARD CS 022218TX	(\$73.34)
		03/16/2018	24777	110111111	CALCARD CS 022218	\$296.96
		03/16/2018	24777	110404154	CALCARD CS 022218	\$69.33
		03/16/2018	24777	110404154	CALCARD CS 022218TX	\$2.56
		03/16/2018	24777	110404211	CALCARD CS 022218	\$461.90
		03/16/2018	24777	110404211	CALCARD CS 022218TX	\$4.26
		03/16/2018	24777	110404213	CALCARD CS 022218	\$1,179.42
		03/16/2018	24777	110404215	CALCARD CS 022218	\$846.87
		03/16/2018	24777	110404215	CALCARD CS 022218TX	\$19.94
		03/16/2018	24777	110404217	CALCARD CS 022218	\$237.11
		03/16/2018	24777	110404224	CALCARD CS 022218	\$10.59
		03/16/2018	24777	110404311	CALCARD CS 022218	\$815.43
		03/16/2018	24777	110404420	CALCARD CS 022218	\$256.43
		03/16/2018	24777	110404421	CALCARD CS 022218	\$1,026.06
		03/16/2018	24777	110404424	CALCARD CS 022218	\$626.83
		03/16/2018	24777	110404424	CALCARD CS 022218TX	\$19.36
		03/16/2018	24777	110404425	CALCARD CS 022218	\$788.84
		03/16/2018	24777	110404429	CALCARD CS 022218	\$365.20
		03/16/2018	24777	110404429	CALCARD CS 022218TX	\$9.92
		03/16/2018	24777	110404521	CALCARD CS 022218	\$3,316.14
		03/16/2018	24777	110404521	CALCARD CS 022218TX	\$2.32
		03/16/2018	24777	110404523	CALCARD CS 022218	\$115.44
		03/16/2018	24777	110404541	CALCARD CS 022218	\$653.12
		03/16/2018	24777	110404541	CALCARD CS 022218TX	\$7.34
		03/16/2018	24777	110404542	CALCARD CS 022218	\$1,564.72
		03/16/2018	24777	110404542	CALCARD CS 022218TX	\$5.63
		03/16/2018	24777	110404543	CALCARD CS 022218	\$25.94
		03/16/2018	24777	110404543	CALCARD CS 022218TX	\$2.01
US BANK XX0593 COMM SVC					Total Check Amount:	\$13,089.00
V27786	US BANK XX0502 COMM & MKTG	03/16/2018	24778	110	CALCARD COMM 022218TX	(\$20.59)

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27786	US BANK XX0502 COMM & MKTG	03/16/2018	24778	110111151	CALCARD COMM 022218	\$225.00
		03/16/2018	24778	110111152	CALCARD COMM 022218	\$972.45
		03/16/2018	24778	110111152	CALCARD COMM 022218TX	\$20.59
		03/16/2018	24778	110404215	CALCARD COMM 022218	\$30.00
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$1,227.45
V27787	US BANK XX0353 COMM DEV	03/16/2018	24779	110	CALCARD CD 022218TX	(\$2.53)
		03/16/2018	24779	110111111	CALCARD CD 022218	\$46.00
		03/16/2018	24779	110323212	CALCARD CD 022218	\$479.04
		03/16/2018	24779	110323214	CALCARD CD 022218	\$275.00
		03/16/2018	24779	110323231	CALCARD CD 022218	\$1,217.11
		03/16/2018	24779	110323231	CALCARD CD 022218TX	\$0.60
		03/16/2018	24779	110323241	CALCARD CD 022218	\$853.42
		03/16/2018	24779	110323242	CALCARD CD 022218	\$66.50
		03/16/2018	24779	110323243	CALCARD CD 022218	\$49.01
		03/16/2018	24779	110323243	CALCARD CD 022218TX	\$1.93
		03/16/2018	24779	630323219	CALCARD CD 022218	\$35.99
		US BANK XX0353 COMM DEV				
V27788	US BANK XX0270 ADMIN SVCS	03/16/2018	24781	110111161	CALCARD CC 022218	\$992.29
		03/16/2018	24781	110141411	CALCARD AD 022218	\$146.73
		03/16/2018	24781	110141431	CALCARD AD 022218	\$150.00
		03/16/2018	24781	110141441	CALCARD AD 022218	\$260.00
		03/16/2018	24781	110141481	CALCARD AD 022218	\$1,000.00
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$2,549.02
V27789	US BANK XX0650 FIRE	03/16/2018	24782	110222211	CALCARD FIRE 022218	\$1,458.94
		03/16/2018	24782	110222212	CALCARD FIRE 022218	\$300.13
		03/16/2018	24782	110222213	CALCARD FIRE 022218	\$538.20
		03/16/2018	24782	110222221	CALCARD FIRE 022218	\$693.59
		03/16/2018	24782	110222223	CALCARD FIRE 022218	\$1,592.60
		03/16/2018	24782	110222231	CALCARD FIRE 022218	\$1,208.30
US BANK XX0650 FIRE					Total Check Amount:	\$5,791.76
V27790	US BANK XX0346 IT	03/16/2018	24783	110	CALCARD IT 022218TX	(\$19.95)
		03/16/2018	24783	110212133	CALCARD IT 022218	\$3,201.26
		03/16/2018	24783	110212141	CALCARD IT 022218	\$1,661.94
		03/16/2018	24783	110212141	CALCARD IT 022218TX	\$19.95
		03/16/2018	24783	110222211	CALCARD IT 022218	\$32.66
		03/16/2018	24783	110222223	CALCARD IT 022218	\$218.35
		03/16/2018	24783	110404213	CALCARD IT 022218	\$37.83
		03/16/2018	24783	110404541	CALCARD IT 022218	\$87.00

City Check Register for: Mar 16, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27790	US BANK XX0346 IT	03/16/2018	24783	110515125	CALCARD IT 022218	\$158.66
		03/16/2018	24783	280323215	CALCARD IT 022218	\$9.95
		03/16/2018	24783	460	CALCARD IT 022218TX	(\$9.71)
		03/16/2018	24783	460141474	CALCARD IT 022218	\$1,903.41
		03/16/2018	24783	460141474	CALCARD IT 022218TX	\$9.71
		03/16/2018	24783	475	CALCARD IT 022218TX	(\$8.04)
		03/16/2018	24783	475141471	CALCARD IT 022218	\$1,152.58
		03/16/2018	24783	475141471	CALCARD IT 022218TX	\$8.04
US BANK XX0346 IT					Total Check Amount:	\$8,463.64
V27792	US BANK XX0221 PW	03/16/2018	24784	110	CALCARD PW 022218	\$382.13
		03/16/2018	24784	110515121	CALCARD PW 022218	\$160.81
		03/16/2018	24784	110515125	CALCARD PW 022218	\$141.39
		03/16/2018	24784	110515141	CALCARD PW 022218	\$523.68
		03/16/2018	24784	110515143	CALCARD PW 022218	\$8.59
		03/16/2018	24784	110515148	CALCARD PW 022218	\$40.76
		03/16/2018	24784	360515145	CALCARD PW 022218	\$264.14
		03/16/2018	24784	360515147	CALCARD PW 022218	\$53.82
		03/16/2018	24784	420515131	CALCARD PW 022218	\$2,142.97
		03/16/2018	24784	480515161	CALCARD PW 022218	\$1,488.46
		03/16/2018	24784	490515151	CALCARD PW 022218	\$2,580.70
US BANK XX0221 PW					Total Check Amount:	\$7,787.45
V27793	US BANK XX0544 POLICE	03/16/2018	24785	110	CALCARD PD 022218	\$106.67
		03/16/2018	24785	110212111	CALCARD PD 022218	\$4,231.63
		03/16/2018	24785	110212121	CALCARD PD 022218	\$926.26
		03/16/2018	24785	110212131	CALCARD PD 022218	\$1,253.78
		03/16/2018	24785	110212133	CALCARD PD 022218	\$732.23
		03/16/2018	24785	480515161	CALCARD PD 022218	\$962.49
US BANK XX0544 POLICE					Total Check Amount:	\$8,213.06
V27794	VERITIV OPERATING COMPANY	03/16/2018	26025	110141441	PAPER	\$1,270.87
		03/16/2018	26025	110212111	PAPER (ANNUAL REPORT)	\$309.24
VERITIV OPERATING COMPANY					Total Check Amount:	\$1,580.11
V27795	WARD DIESEL FILTER	03/16/2018	14186	480	TAX:'NO SMOKE' FILTER	(\$26.35)
		03/16/2018	14186	480515161	'NO SMOKE' FILTER	\$366.35
WARD DIESEL FILTER					Total Check Amount:	\$340.00
V27796	WATEROUS COMPANY	03/16/2018	17124	480515161	WATER VALVE KIT/SEALS	\$643.59
WATEROUS COMPANY					Total Check Amount:	\$643.59
V27797	WAXIE SANITARY SUPPLY	03/16/2018	3332	110515141	JANITORIAL SUPPLIES	\$144.88
		03/16/2018	3332	110515144	JANITORIAL SUPPLIES	\$525.09

City Check Register for: Mar 16, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V27797	WAXIE SANITARY SUPPLY	03/16/2018	3332	360515145	JANITORIAL SUPPLIES	\$235.65
WAXIE SANITARY SUPPLY					Total Check Amount:	\$905.62
V27798	WEST-LITE SUPPLY CO., INC.	03/16/2018	5192	110515125	ELECTRONIC BALLAST	\$570.54
WEST-LITE SUPPLY CO., INC.					Total Check Amount:	\$570.54
V27799	SARA WOODWARD	03/16/2018	26083	110212122	MILEAGE FEB 2018	\$80.44
SARA WOODWARD					Total Check Amount:	\$80.44
V27800	ZERO WASTE USA INC/MUTT MITT	03/16/2018	22125	343515112	DOG WASTE BAGS	\$251.16
		03/16/2018	22125	346515112	DOG WASTE BAGS	\$322.27
ZERO WASTE USA INC/MUTT MITT					Total Check Amount:	\$573.43
V27801	ZOLL MEDICAL CORPORATION	03/16/2018	23538	110222222	SNSRS/CUFFS/ECG CABLE	\$799.23
ZOLL MEDICAL CORPORATION					Total Check Amount:	\$799.23
V27802	ZUMAR INDUSTRIES, INC.	03/16/2018	3802	110515125	DT PS3 WAYFNDNG SIGNS	\$1,157.88
		03/16/2018	3802	510707212	OVRHEAD ST NAME SIGNS	\$3,771.25
ZUMAR INDUSTRIES, INC.					Total Check Amount:	\$4,929.13
Voucher Subtotal						\$389,677.47
TOTAL						\$485,248.52

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending January 31, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments (formally known as the Treasurer's Report) is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of January. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short term investment and functions like a savings account. The City's managed investment portfolio is for longer-term investments which are managed through Chandler Asset Management. Together, the short and long-term investment accounts represent the City's investment portfolio.

Attachment A includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy Statement prepared by Chandler Asset Management for the invested funds. The book value is the cost, plus or minus amortization/accretion.

As of January 31, 2018, the total market value of the managed investment portfolio, including accrued interest, was \$57,007,997.81 as compared to \$57,286,289.54 at December 31, 2017. The weighted average investment yield for January 2018 was 1.77%, which was slightly higher from the prior month of 1.73%. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$11,017,472.22 at January 31, 2018. This brings the total value of the City's investment portfolio as of January 31, 2018 to \$68,025,470.03, as compared to \$59,893,952.17 at December 31, 2017. Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (PARS account) and managed by High Mark Capital and the City's various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of January 31, 2018, the market value of the PARS account, including short-term cash and accrued interest was \$7,495,713.27 as compared to \$7,287,622.98 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$6,749,940.22 in comparison to \$8,141,834.56 from the prior month. Furthermore, the City of Brea holds 2,106.5 shares of water common stock with Cal Domestic valued at \$6,692,116.02 and 687.85 shares of Class A preferred stock with Pellissier Co-Tenancy, valued at \$8,444,403.67 as of June 30, 2016.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

During the month of January, the total value of the City's investment portfolio increased by \$8,131,517.86. This increase is primarily due to receipt of property taxes and sales tax. The City's PARS account increased by \$208,090.29 primarily due to investment activity and the City's bond reserve accounts decreased by \$1,391,894.34 due to debt service payments for the 2009, 2010 and 2014 Water Revenues Bonds being made by the City's Fiscal Agent.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

City of Brea
Cash and Investment Information
January 31, 2018

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 4,117,767.64	\$ 4,117,767.64
Local Agency Investment Fund	LAIF	\$ 11,007,722.10	\$ 11,017,472.22
Managed Investment Portfolio - CHANDLER	Chandler	\$ 57,574,298.32	\$ 57,007,997.81
PARS Post-Employment Benefits Trust**	US Bank	\$ 6,648,582.99	\$ 7,495,713.27
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 453,742.00	\$ 447,681.76
2009 Water Revenue Bonds	Chandler/BNY	\$ 2,071,757.80	\$ 2,022,006.23
2009 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 674,998.31	\$ 674,998.31
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,463,080.09	\$ 1,428,231.50
2010 Lease Revenue Bonds	Chandler/BNY	\$ 301,949.19	\$ 295,047.42
2011 Tax Allocation Bonds, Series B	Chandler/BNY	\$ 1,717,961.21	\$ 1,717,961.21
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 163,757.89	\$ 163,757.89
2014 Water Revenue Bonds	Chandler/BNY	\$ 255.90	\$ 255.90
Sub-total - Fiscal Agent Cash & Investments		\$ 6,847,502.39	\$ 6,749,940.22
Report Grand Total		\$ 86,195,873.44	\$ 86,388,891.16

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea

Cash and Investment Information

January 31, 2018

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 453,682.83	\$ 447,622.59
	Short-Term Treasury Funds - BNY	\$ 59.17	\$ 59.17
	Sub-total	\$ 453,742.00	\$ 447,681.76
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,928,510.37	\$ 1,878,758.80
	Short-Term Treasury Funds - BNY	\$ 143,247.43	\$ 143,247.43
		\$ 2,071,757.80	\$ 2,022,006.23
10118	2009 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 674,998.31	\$ 674,998.31
	Sub-total	\$ 674,998.31	\$ 674,998.31
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,360,275.18	\$ 1,325,426.59
	Short-Term Treasury Funds - BNY	\$ 102,804.91	\$ 102,804.91
	Sub-total	\$ 1,463,080.09	\$ 1,428,231.50
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 267,037.69	\$ 260,135.92
	Short-Term Treasury Funds - BNY	\$ 34,911.50	\$ 34,911.50
	Sub-total	\$ 301,949.19	\$ 295,047.42
	2011 Tax Allocation Bonds, Series B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,717,961.21	\$ 1,717,961.21
	Sub-total	\$ 1,717,961.21	\$ 1,717,961.21
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 163,757.89	\$ 163,757.89
	Sub-total	\$ 163,757.89	\$ 163,757.89
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 255.90	\$ 255.90
	Sub-total	\$ 255.90	\$ 255.90
Report Grand Total		\$ 6,847,502.39	\$ 6,749,940.22



PORTFOLIO CHARACTERISTICS

Average Duration	0.00
Average Coupon	1.37 %
Average Purchase YTM	1.37 %
Average Market YTM	1.37 %
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

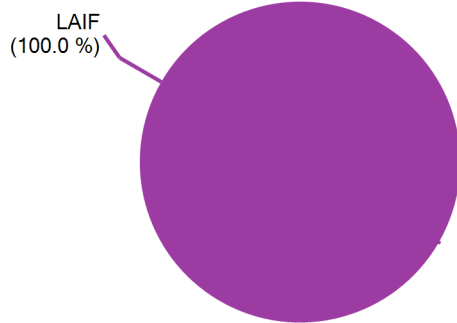
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	2,599,103	11,007,722
Accrued Interest	8,560	9,750
Total Market Value	2,607,663	11,017,472
Income Earned	2,725	9,810
Cont/WD		8,400,000
Par	2,599,103	11,007,722
Book Value	2,599,103	11,007,722
Cost Value	2,599,103	11,007,722

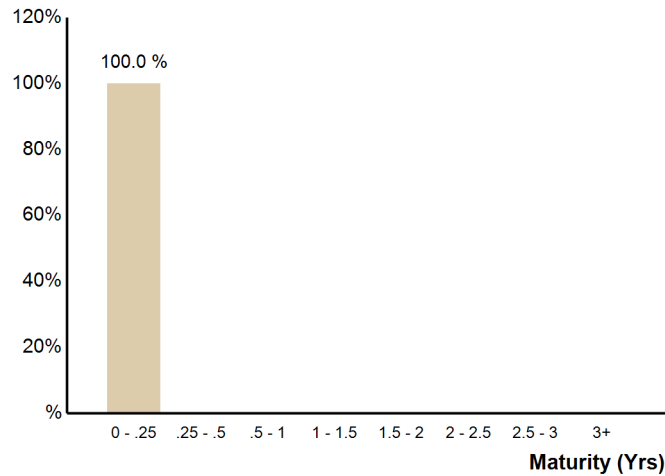
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	100.0 %
	100.0 %

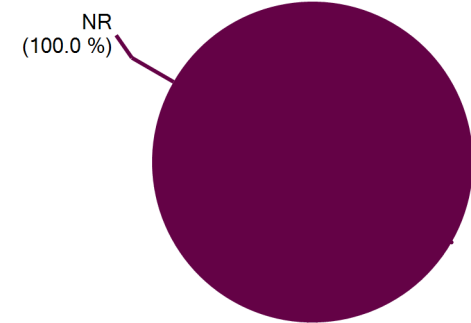
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 2/28/2012
					3 Yrs	5 Yrs	10 Yrs	2/28/2012	2/28/2012
City of Brea Laif	0.12 %	0.32 %	0.12 %	1.03 %	0.65 %	0.49 %	N/A	N/A	N/A



Holdings Report

As of 1/31/18

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	11,007,722.10	Various 1.37 %	11,007,722.10 11,007,722.10	1.00 1.37 %	11,007,722.10 9,750.12	100.00 % 0.00	NR / NR NR	0.00 0.00
Total LAIF		11,007,722.10	1.37 %	11,007,722.10	1.37 %	11,007,722.10 9,750.12	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		11,007,722.10	1.37 %	11,007,722.10	1.37 %	11,007,722.10 9,750.12	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						11,017,472.22			



Portfolio Summary

As of 1/31/2018

PORTFOLIO CHARACTERISTICS

Average Duration	2.48
Average Coupon	1.70 %
Average Purchase YTM	1.77 %
Average Market YTM	2.30 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.68 yrs
Average Life	2.56 yrs

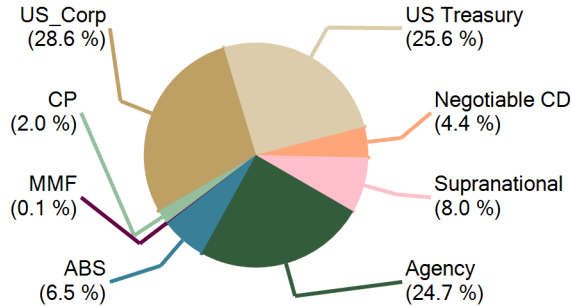
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	57,031,568	56,774,592
Accrued Interest	254,721	233,406
Total Market Value	57,286,290	57,007,998
Income Earned	82,844	83,815
Cont/WD		0
Par	57,645,624	57,745,735
Book Value	57,528,506	57,618,918
Cost Value	57,467,035	57,574,298

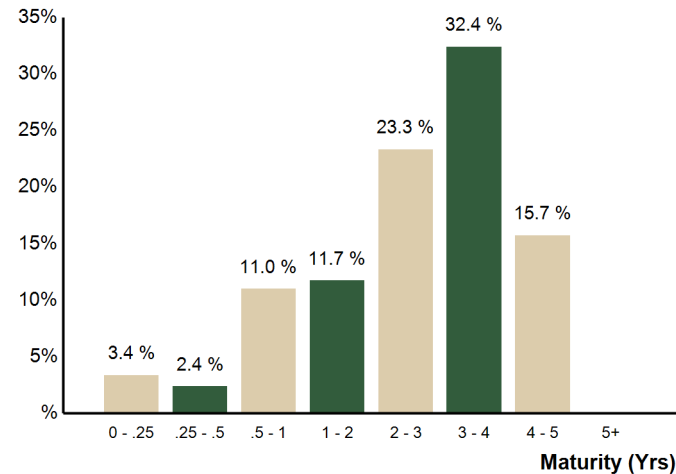
TOP ISSUERS

Issuer	% Portfolio
Government of United States	25.6 %
Federal National Mortgage Assoc	15.7 %
Federal Home Loan Mortgage Corp	5.1 %
Inter-American Dev Bank	4.7 %
Federal Home Loan Bank	4.0 %
Intl Bank Recon and Development	2.6 %
Toyota ABS	2.3 %
Bank of Tokyo-Mit UFJ	2.0 %
	61.9 %

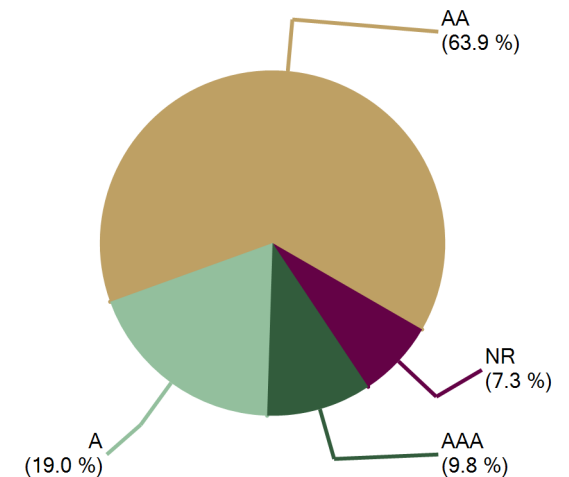
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			4/30/1996	Since 4/30/1996
					3 Yrs	5 Yrs	10 Yrs		
City of Brea	-0.49 %	-0.73 %	-0.49 %	0.42 %	0.70 %	0.93 %	2.06 %	3.87 %	128.50 %
ICE BAML 1-5 Yr US Treasury/Agency Index*	-0.56 %	-0.84 %	-0.56 %	-0.07 %	0.39 %	0.67 %	1.78 %	3.49 %	110.76 %
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	-0.55 %	-0.82 %	-0.55 %	0.12 %	0.53 %	0.81 %	1.90 %	N/A	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,



City of Brea
January 31, 2018

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset- Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%; <60%, with OCIP	Complies
OCIP	40%; <60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Max Per Issuer	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies



Reconciliation Summary

As of 1/31/2018

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$57,528,505.91
<u>Acquisition</u>	
+ Security Purchases	\$2,952,972.62
+ Money Market Fund Purchases	\$1,174,402.62
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$4,127,375.24
<u>Dispositions</u>	
- Security Sales	\$2,495,966.20
- Money Market Fund Sales	\$1,168,445.63
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$360,845.62
Total Dispositions	\$4,025,257.45
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$3,012.87
	\$3,012.87
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	(\$14,718.55)
	(\$14,718.55)
Ending Book Value	\$57,618,918.02

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$60,506.69
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$2,495,966.20
Accrued Interest Received	\$13,419.65
Interest Received	\$90,556.62
Dividend Received	\$236.98
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$360,845.62
Total Acquisitions	\$2,961,025.07
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$2,952,972.62
Accrued Interest Paid	\$2,095.46
Total Dispositions	\$2,955,068.08
Ending Book Value	\$66,463.68

Holdings Report

As of 1/31/18

Attachment A

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	58,055.50	02/24/2015 1.13 %	58,046.71 58,055.39	99.94 2.25 %	58,021.23 28.90	0.10 % (34.16)	Aaa / AAA NR	1.04 0.11
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	94,036.16	07/19/2016 1.10 %	94,030.42 94,033.83	99.95 1.66 %	93,988.72 45.56	0.16 % (45.11)	Aaa / NR AAA	1.04 0.10
43814RAB2	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	312,884.52	10/18/2016 1.05 %	312,875.79 312,880.27	99.82 1.91 %	312,309.74 117.51	0.55 % (570.53)	NR / AAA AAA	1.21 0.23
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	111,251.84	08/02/2016 1.08 %	111,247.45 111,249.80	99.94 1.90 %	111,182.04 52.91	0.20 % (67.76)	Aaa / NR AAA	1.28 0.15
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	199,514.42	10/04/2016 1.07 %	199,498.46 199,506.52	99.83 1.93 %	199,165.33 93.99	0.35 % (341.19)	Aaa / AAA NR	1.28 0.21
43814TAB8	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	225,289.55	03/21/2017 1.43 %	225,284.17 225,286.14	99.85 1.85 %	224,945.95 88.86	0.39 % (340.19)	Aaa / NR AAA	1.47 0.36
89238MAB4	Toyota Auto Receivables Owner 2017-A 1.42% Due 9/16/2019	313,091.79	03/07/2017 1.43 %	313,061.58 313,072.24	99.84 2.01 %	312,591.76 197.60	0.55 % (480.48)	Aaa / AAA NR	1.62 0.36
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	247,627.41	02/22/2017 1.50 %	247,626.42 247,626.77	99.85 1.93 %	247,255.39 165.08	0.43 % (371.38)	Aaa / NR AAA	1.70 0.36
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	230,914.16	03/21/2017 1.47 %	230,912.99 230,913.34	99.76 1.96 %	230,370.55 150.86	0.40 % (542.79)	Aaa / NR AAA	1.96 0.41
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	407,606.25	02/23/2016 1.37 %	407,542.10 407,571.98	99.63 2.06 %	406,097.67 246.38	0.71 % (1,474.31)	Aaa / NR AAA	2.21 0.53
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	185,000.00	07/11/2017 1.60 %	184,983.92 184,987.10	99.69 1.88 %	184,418.55 130.73	0.32 % (568.55)	Aaa / NR AAA	2.21 0.76
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	715,000.00	01/23/2018 2.12 %	714,926.93 714,927.00	99.93 2.12 %	714,495.19 41.71	1.25 % (431.81)	Aaa / AAA NR	2.71 1.02
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	500,000.00	12/27/2017 2.10 %	496,816.41 496,898.04	99.05 2.27 %	495,231.00 362.50	0.87 % (1,667.04)	Aaa / NR AAA	3.54 1.53
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	130,000.00	07/11/2017 1.83 %	129,990.48 129,991.70	98.86 2.48 %	128,513.19 105.16	0.23 % (1,478.51)	Aaa / NR AAA	3.71 2.11
Total ABS		3,730,271.60	1.60 %	3,726,843.83 3,727,000.12	2.04 %	3,718,586.31 1,827.75	6.53 % (8,413.81)	Aaa / AAA AAA	2.18 0.71
AGENCY									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,250,000.00	Various 1.46 %	1,260,040.40 1,254,002.00	98.97 2.16 %	1,237,177.50 564.24	2.17 % (16,824.50)	Aaa / AA+ AAA	1.97 1.93
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52 %	1,241,437.50 1,246,097.14	98.21 2.19 %	1,227,608.75 4,296.88	2.16 % (18,488.39)	Aaa / AA+ AAA	2.25 2.19
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57 %	1,026,700.60 1,028,368.33	98.29 2.24 %	1,012,412.75 1,673.75	1.78 % (15,955.58)	Aaa / AA+ AAA	2.39 2.33

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AGENCY									
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017 1.96 %	448,833.97 448,909.85	98.84 2.30 %	444,797.55 1,781.25	0.78 % (4,112.30)	Aaa / AA+ AAA	2.80 2.69
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90 %	1,201,847.50 1,211,786.45	97.83 2.30 %	1,198,377.08 3,113.54	2.11 % (13,409.37)	Aaa / AA+ AAA	2.83 2.75
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46 %	1,065,677.20 1,067,366.57	97.17 2.34 %	1,039,748.96 6,661.49	1.84 % (27,617.61)	Aaa / AA+ AAA	3.05 2.94
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46 %	1,269,953.70 1,271,811.13	97.11 2.36 %	1,238,166.52 7,548.17	2.19 % (33,644.61)	Aaa / AA+ AAA	3.07 2.96
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48 %	395,724.00 397,174.66	96.52 2.36 %	386,081.60 1,180.56	0.68 % (11,093.06)	Aaa / AA+ AAA	3.26 3.16
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33 %	1,273,126.60 1,276,418.71	95.76 2.41 %	1,230,499.30 682.66	2.16 % (45,919.41)	Aaa / AA+ AAA	3.45 3.35
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33 %	1,237,737.50 1,241,259.49	95.64 2.42 %	1,195,548.75 6,601.56	2.11 % (45,710.74)	Aaa / AA+ AAA	3.53 3.41
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29 %	1,282,305.71 1,283,043.29	95.96 2.45 %	1,233,100.14 7,317.36	2.18 % (49,943.15)	Aaa / AA+ AAA	3.55 3.41
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92 %	1,354,927.50 1,354,122.54	98.31 2.45 %	1,327,198.50 1,950.00	2.33 % (26,924.04)	Aaa / AA+ AAA	3.93 3.74
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88 %	1,314,801.44 1,314,827.08	97.49 2.51 %	1,282,050.05 7,944.79	2.26 % (32,777.03)	Aaa / AA+ AAA	4.18 3.96
Total Agency		14,435,000.00	1.57 %	14,373,113.62 14,395,187.24	2.35 %	14,052,767.45 51,316.25	24.74 % (342,419.79)	Aaa / AA+ AAA	3.13 3.01
COMMERCIAL PAPER									
06538CCD1	Bank of Tokyo Mitsubishi NY Discount CP 1.45% Due 3/13/2018	1,150,000.00	11/07/2017 1.48 %	1,144,210.07 1,144,210.07	99.50 1.48 %	1,144,210.07 3,937.15	2.01 % 0.00	P-1 / A-1 NR	0.11 0.11
Total Commercial Paper		1,150,000.00	1.48 %	1,144,210.07 1,144,210.07	1.48 %	1,144,210.07 3,937.15	2.01 % 0.00	P-1 / A-1 NR	0.11 0.11
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	66,463.68	Various 0.95 %	66,463.68 66,463.68	1.00 0.95 %	66,463.68 0.00	0.12 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		66,463.68	0.95 %	66,463.68 66,463.68	0.95 %	66,463.68 0.00	0.12 % 0.00	Aaa / AAA NR	0.00 0.00
NEGOTIABLE CD									
96121T3U0	Westpac Banking Corp Yankee CD 1.51% Due 7/20/2018	540,000.00	07/24/2017 1.51 %	539,998.65 539,999.37	100.00 1.51 %	539,999.37 4,416.75	0.95 % 0.00	P-1 / A-1+ F-1+	0.47 0.46
06417GXH6	Bank of Nova Scotia Yankee CD 1.57% Due 8/9/2018	1,040,000.00	08/08/2017 1.57 %	1,040,000.00 1,040,000.00	100.00 1.57 %	1,040,000.00 7,982.58	1.84 % 0.00	P-1 / A-1 NR	0.52 0.52

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NEGOTIABLE CD									
06371ETT4	Bank of Motreal Chicago Yankee CD 1.76% Due 11/7/2018	920,000.00	11/06/2017 1.76 %	920,000.00 920,000.00	100.00 1.76 %	920,000.00 3,868.09	1.62 % 0.00	P-1 / A-1 F-1+	0.77 0.76
Total Negotiable CD		2,500,000.00	1.63 %	2,499,998.65 2,499,999.37	1.63 %	2,499,999.37 16,267.42	4.41 % 0.00	P-1 / A-1 F-1+	0.60 0.59
SUPRANATIONAL									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,460,000.00	09/30/2015 1.06 %	1,457,518.00 1,459,441.89	99.35 1.97 %	1,450,542.12 4,704.44	2.55 % (8,899.77)	Aaa / AAA AAA	0.68 0.67
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,065,000.00	04/05/2017 1.70 %	1,062,475.95 1,063,137.22	98.56 2.27 %	1,049,689.56 3,797.76	1.85 % (13,447.66)	Aaa / AAA AAA	2.28 2.22
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35 %	408,794.60 408,802.30	99.41 2.46 %	407,568.70 153.75	0.72 % (1,233.60)	Aaa / NR NR	2.99 2.87
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15 %	1,273,431.75 1,273,757.25	98.32 2.57 %	1,253,604.23 978.39	2.20 % (20,153.02)	Aaa / NR AAA	3.97 3.77
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	400,000.00	09/26/2017 2.01 %	395,060.00 395,403.51	96.11 2.65 %	384,458.00 2,663.89	0.68 % (10,945.51)	NR / NR AAA	4.62 4.37
Total Supranational		4,610,000.00	1.71 %	4,597,280.30 4,600,542.17	2.31 %	4,545,862.61 12,298.23	8.00 % (54,679.56)	Aaa / AAA AAA	2.49 2.39
US CORPORATE									
166764AV2	Chevron Corp Note 1.365% Due 3/2/2018	700,000.00	02/24/2015 1.37 %	700,000.00 700,000.00	99.99 1.50 %	699,916.00 3,954.71	1.23 % (84.00)	Aa2 / AA- NR	0.08 0.09
037833AJ9	Apple Inc Note 1% Due 5/3/2018	810,000.00	Various 1.20 %	802,722.10 809,603.00	99.84 1.62 %	808,712.10 1,980.00	1.42 % (890.90)	Aa1 / AA+ NR	0.25 0.25
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	800,000.00	Various 1.90 %	807,073.15 801,185.60	100.05 2.05 %	800,377.60 5,241.67	1.41 % (808.00)	A2 / A+ NR	0.69 0.68
74005PBH6	Praxair Note 1.25% Due 11/7/2018	810,000.00	Various 1.67 %	797,684.40 807,514.22	99.36 2.10 %	804,794.13 2,362.50	1.42 % (2,720.09)	A2 / A NR	0.77 0.76
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	430,000.00	12/10/2013 1.99 %	429,084.10 429,842.00	99.94 2.01 %	429,759.20 1,118.00	0.76 % (82.80)	A2 / A A	0.87 0.85
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	800,000.00	Various 2.27 %	800,569.30 800,227.01	100.06 2.23 %	800,516.01 868.89	1.41 % 289.00	A2 / A A+	0.95 0.94
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	715,000.00	Various 2.04 %	717,853.05 715,615.58	99.91 2.21 %	714,370.80 6,330.74	1.26 % (1,244.78)	A1 / AA- NR	1.08 1.06
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	700,000.00	Various 2.08 %	703,858.75 700,931.41	99.94 2.25 %	699,563.91 4,106.67	1.23 % (1,367.50)	A1 / A+ AA	1.23 1.13

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US CORPORATE									
40434CAC9	HSBC USA Inc Note 2.25% Due 6/23/2019	800,000.00	06/20/2017 1.99 %	804,088.00 802,839.20	99.77 2.42 %	798,130.40 1,900.00	1.40 % (4,708.80)	A2 / A AA-	1.39 1.36
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	705,000.00	Various 2.29 %	705,272.60 705,083.39	99.84 2.40 %	703,867.07 6,305.83	1.25 % (1,216.32)	A1 / A AA-	1.61 1.48
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17 %	734,204.40 734,682.28	99.24 2.54 %	729,429.43 43.90	1.28 % (5,252.85)	A2 / A A+	2.00 1.94
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77 %	464,511.75 464,800.85	98.79 2.36 %	459,395.82 3,752.29	0.81 % (5,405.03)	A1 / A+ A+	2.04 1.97
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49 %	741,693.75 746,128.37	99.14 2.64 %	743,566.50 3,328.12	1.31 % (2,561.87)	A1 / A NR	2.30 2.22
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82 %	329,808.60 329,850.69	98.70 2.37 %	325,710.99 924.00	0.57 % (4,139.70)	A2 / A A	2.35 2.27
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02 %	324,740.00 324,856.84	98.90 2.43 %	321,411.35 1,588.89	0.57 % (3,445.49)	Aaa / AAA AA+	2.76 2.57
00440EAT4	ACE INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16 %	803,768.00 802,758.11	99.25 2.59 %	794,010.40 4,497.78	1.40 % (8,747.71)	A3 / A A	2.76 2.56
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64 %	697,130.00 697,145.81	99.46 2.69 %	696,199.00 583.33	1.22 % (946.81)	A1 / AA- AA	2.97 2.84
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97 %	884,992.10 881,428.80	98.92 2.59 %	865,514.13 8,101.04	1.53 % (15,914.67)	Aaa / AA+ NR	3.08 2.93
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12 %	322,663.95 321,286.22	100.76 2.54 %	317,403.77 3,601.50	0.56 % (3,882.45)	A2 / A A	3.09 2.91
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	440,000.00	05/16/2016 1.96 %	439,771.20 439,849.26	97.60 2.71 %	429,440.00 1,716.00	0.76 % (10,409.26)	A1 / A AA-	3.30 3.16
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57 %	589,298.90 589,507.00	96.59 2.57 %	569,883.36 4,394.68	1.01 % (19,623.64)	Aaa / AAA AA+	3.52 3.37
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40 %	785,998.44 790,385.55	97.28 2.69 %	782,123.96 5,770.93	1.38 % (8,261.59)	A1 / AA- A+	3.62 3.44
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66 %	389,329.20 389,466.23	99.17 2.85 %	386,743.89 199.06	0.68 % (2,722.34)	A1 / A+ AA	3.98 3.75
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45 %	889,919.90 889,928.15	97.92 2.95 %	871,514.70 181.71	1.53 % (18,413.45)	A2 / A A+	4.49 4.22
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	700,000.00	11/29/2017 2.58 %	688,156.00 688,577.54	97.10 2.88 %	679,693.70 6,117.22	1.20 % (8,883.84)	A1 / A+ A+	4.61 4.30
Total US Corporate		16,379,000.00	2.07 %	16,354,191.64 16,363,493.11	2.40 %	16,232,048.22 78,969.46	28.61 % (131,444.89)	A1 / A+ AA-	2.15 2.05

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US TREASURY									
912828J84	US Treasury Note 1.375% Due 3/31/2020	650,000.00	10/23/2015 1.35 %	650,636.94 650,310.60	98.29 2.19 %	638,879.15 3,044.64	1.13 % (11,431.45)	Aaa / AA+ AAA	2.16 2.10
912828VF4	US Treasury Note 1.375% Due 5/31/2020	650,000.00	Various 1.63 %	642,866.47 646,365.20	98.09 2.22 %	637,583.70 1,546.88	1.12 % (8,781.50)	Aaa / AA+ AAA	2.33 2.27
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37 %	1,250,394.81 1,250,206.96	97.82 2.25 %	1,222,705.00 7,311.81	2.16 % (27,501.96)	Aaa / AA+ AAA	2.58 2.50
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71 %	787,471.43 793,030.42	97.60 2.28 %	780,812.80 2,825.97	1.37 % (12,217.62)	Aaa / AA+ AAA	2.75 2.66
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40 %	1,298,734.82 1,299,224.75	97.29 2.32 %	1,264,707.60 49.38	2.22 % (34,517.15)	Aaa / AA+ AAA	3.00 2.91
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40 %	1,285,111.61 1,272,314.85	99.04 2.33 %	1,237,940.00 10,635.36	2.19 % (34,374.85)	Aaa / AA+ AAA	3.08 2.94
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81 %	781,471.43 786,363.54	96.68 2.35 %	773,437.60 3,406.59	1.36 % (12,925.94)	Aaa / AA+ AAA	3.16 3.06
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48 %	1,278,016.07 1,283,533.61	95.52 2.41 %	1,241,702.80 4,982.14	2.19 % (41,830.81)	Aaa / AA+ AAA	3.67 3.54
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94 %	1,027,686.05 1,027,117.88	98.51 2.42 %	1,009,744.93 5,266.57	1.78 % (17,372.95)	Aaa / AA+ AAA	3.75 3.57
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14 %	1,335,407.68 1,339,793.83	97.32 2.44 %	1,323,556.08 10,124.86	2.34 % (16,237.75)	Aaa / AA+ AAA	4.08 3.87
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82 %	1,115,601.34 1,114,127.20	98.50 2.49 %	1,083,457.10 2,066.30	1.90 % (30,670.10)	Aaa / AA+ AAA	4.41 4.18
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87 %	1,000,433.04 1,000,402.47	97.30 2.50 %	972,969.00 7,976.52	1.72 % (27,433.47)	Aaa / AA+ AAA	4.58 4.32
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99 %	1,226,243.75 1,227,050.26	96.66 2.51 %	1,198,586.48 7,392.31	2.12 % (28,463.78)	Aaa / AA+ AAA	4.67 4.41
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46 %	1,132,121.09 1,132,180.69	98.14 2.53 %	1,128,572.05 2,160.22	1.98 % (3,608.64)	Aaa / AA+ AAA	4.92 4.62
Total US Treasury		14,875,000.00	1.75 %	14,812,196.53 14,822,022.26	2.39 %	14,514,654.29 68,789.55	25.58 % (307,367.97)	Aaa / AA+ AAA	3.61 3.44
TOTAL PORTFOLIO		57,745,735.28	1.77 %	57,574,298.32 57,618,918.02	2.30 %	56,774,592.00 233,405.81	100.00 % (844,326.02)	Aa1 / AA AAA	2.68 2.48
TOTAL MARKET VALUE PLUS ACCRUED						57,007,997.81			



Book Value Report
As of 1/31/2018 12:00:00 AM

MIG	Book Value	12 Months or less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$3,727,000.12	\$1,496,370.03	\$1,418,753.25	\$811,876.84	\$3,727,000.12
Agency	\$14,395,187.24	\$0.00	\$1,254,002.00	\$13,141,185.24	\$14,395,187.24
Commercial Paper	\$1,144,210.07	\$1,144,210.07	\$0.00	\$0.00	\$1,144,210.07
Money Market Fund FI	\$66,463.68	\$66,463.68	\$0.00	\$0.00	\$66,463.68
Negotiable CD	\$2,499,999.37	\$2,499,999.37	\$0.00	\$0.00	\$2,499,999.37
Supranational	\$4,600,542.17	\$1,459,441.89	\$0.00	\$3,141,100.28	\$4,600,542.17
US Corporate	\$16,363,493.11	\$4,348,371.83	\$3,659,151.86	\$8,355,969.42	\$16,363,493.11
US Treasury	\$14,822,022.26	\$0.00	\$0.00	\$14,822,022.26	\$14,822,022.26
Total	\$57,618,918.02	\$11,014,856.87	\$6,331,907.11	\$40,272,154.04	\$57,618,918.02

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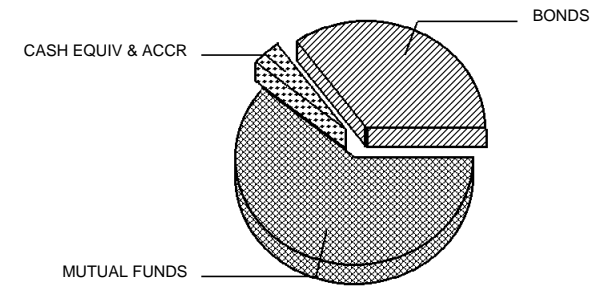
PARS/CITY OF BREA 115P
 ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET SUMMARY

ASSETS	01/31/2018 MARKET	01/31/2018 BOOK VALUE	% OF MARKET
Cash And Equivalents	229,357.55	229,357.55	3.06
Corporate Issues	2,601,558.25	2,732,139.25	34.71
Mutual Funds-Equity	4,513,861.58	3,564,021.18	60.22
Mutual Funds-Fixed Income	122,927.80	123,065.01	1.64
Total Assets	7,467,705.18	6,648,582.99	99.63
Accrued Income	28,008.09	28,008.09	0.37
Grand Total	7,495,713.27	6,676,591.08	100.00

Estimated Annual Income **165,488.19**



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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	228,970.460	228,970.46 1.0000	228,970.46	.00 .00	264.45	1.20
Total Money Markets	228,970.460	228,970.46	228,970.46	.00 .00	264.45	1.20
Cash						
Cash		387.09	387.09			
Total Cash	.000	387.09	387.09	.00 .00	.00	0.00
Total Cash And Equivalents	228,970.460	229,357.55	229,357.55	.00 .00	264.45	1.19
Corporate Issues						
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	150,207.00 100.1380	158,403.00	- 8,196.00 - 1,825.50	1,876.25	2.85
Bank Ny Mellon Mtn 5.450% 5/15/19 Standard & Poors Rating: A Moody's Rating: A1 06406HBM0 Asset Minor Code 28	200,000.000	207,754.00 103.8770	223,052.00	- 15,298.00 - 1,066.00	2,301.11	5.25

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	201,642.00 100.8210	207,884.00	- 6,242.00 - 2,004.00	2,368.33	2.88
Gen Elec Cap Crp Mtn 6.000% 8/07/19 Standard & Poors Rating: A Moody's Rating: A2 36962G4D3 Asset Minor Code 28	175,000.000	183,874.25 105.0710	200,947.25	- 17,073.00 - 1,554.00	5,075.00	5.71
Gen Elec Cap Crp Mtn 5.500% 1/08/20 Standard & Poors Rating: A Moody's Rating: A2 36962G4J0 Asset Minor Code 28	200,000.000	210,612.00 105.3060	228,930.00	- 18,318.00 - 1,744.00	702.78	5.22
General Elec Cap Mtn 3.100% 1/09/23 Standard & Poors Rating: A Moody's Rating: A2 36962G6S8 Asset Minor Code 28	100,000.000	99,432.00 99.4320	106,031.00	- 6,599.00 - 2,135.00	189.44	3.12
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28	100,000.000	103,229.00 103.2290	104,231.00	- 1,002.00 - 289.00	625.00	3.63
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A3 46625HRL6 Asset Minor Code 28	75,000.000	73,544.25 98.0590	74,970.75	- 1,426.50 - 963.75	410.63	2.75
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	97,163.00 97.1630	103,111.00	- 5,948.00 - 1,552.00	1,268.06	2.83

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	200,000.000	202,168.00 101.0840	208,046.00	- 5,878.00 - 2,236.00	2,361.11	3.09
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	104,404.00 104.4040	109,303.00	- 4,899.00 - 1,504.00	2,000.00	3.83
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	100,000.000	94,136.00 94.1360	94,613.00	- 477.00 - 477.00	593.75	2.52
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	73,562.25 98.0830	73,932.75	- 370.50 - 1,623.75	521.35	2.80
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 867914BM4 Asset Minor Code 28	75,000.000	74,032.50 98.7100	75,130.50	- 1,098.00 - 965.25	22.50	2.74
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	219,446.00 109.7230	230,048.00	- 10,602.00 - 3,082.00	3,891.11	4.69
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: A+ Moody's Rating: A1 92826CAB8 Asset Minor Code 28	200,000.000	198,696.00 99.3480	204,764.00	- 6,068.00 - 1,146.00	574.44	2.21

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	100,144.00 100.1440	103,890.00	- 3,746.00 - 1,407.00	1,301.67	3.30
Xto Energy Inc 6.500% 12/15/18 Standard & Poors Rating: AA+ Moody's Rating: Aaa 98385XAT3 Asset Minor Code 28	200,000.000	207,512.00 103.7560	224,852.00	- 17,340.00 - 770.00	1,661.11	6.26
Total Corporate Issues	2,550,000.000	2,601,558.25	2,732,139.25	- 130,581.00 - 26,344.25	27,743.64	3.91

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fd Instl 19765P406 Asset Minor Code 98	13,352.582	364,124.91 27.2700	280,622.87	83,502.04 18,827.14	.00	0.90
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	5,157.384	254,104.31 49.2700	186,584.10	67,520.21 15,214.28	.00	1.81
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	2,780.994	598,497.72 215.2100	484,338.29	114,159.43 32,259.53	.00	1.45
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	2,351.019	179,147.65 76.2000	131,905.95	47,241.70 15,963.42	.00	0.22
Hartford Schroders Emerging Markets 41665H797 Asset Minor Code 98	17,738.868	320,896.12 18.0900	201,232.62	119,663.50 25,543.97	.00	0.85

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	1,571.000	339,068.93 215.8300	266,500.76	72,568.17 12,096.70	.00	1.46
Mfs International Growth R6 552746356 Asset Minor Code 98	7,165.566	251,941.30 35.1600	188,646.80	63,294.50 9,960.14	.00	1.00
Nationwide Bailard Intl Equities R6 63868B815 Asset Minor Code 98	40,216.506	380,850.31 9.4700	298,527.63	82,322.68 20,912.58	.00	1.93
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	2,888.635	197,698.18 68.4400	147,905.52	49,792.66 16,580.77	.00	0.38
T Rowe Price New Horizons Fund I 779562206 Asset Minor Code 98	5,153.587	287,570.15 55.8000	216,483.64	71,086.51 16,336.87	.00	0.00
Jp Undiscovered Mgrs Be Val Cl L 904504842 Asset Minor Code 98	5,241.478	370,834.57 70.7500	326,466.05	44,368.52 4,298.01	.00	1.08
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	10,549.697	858,850.83 81.4100	720,763.53	138,087.30 45,363.69	.00	1.50
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	1,388.000	110,276.60 79.4500	114,043.42	- 3,766.82 - 4,899.64	.00	4.42
Total Mutual Funds-Equity	115,555.316	4,513,861.58	3,564,021.18	949,840.40 228,457.46	.00	1.26
Mutual Funds-Fixed Income						
Eaton Vance Float Rate High Income 277911541 Asset Minor Code 99	9,912.536	88,320.70 8.9100	88,065.02	255.68 495.63	.00	4.09

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Period from January 1, 2018 to January 31, 2018

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	3,274.087	34,607.10 10.5700	34,999.99	- 392.89 - 196.44	.00	2.14
Total Mutual Funds-Fixed Income	13,186.623	122,927.80	123,065.01	- 137.21 299.19	.00	3.53
Total Mutual Funds	128,741.939	4,636,789.38	3,687,086.19	949,703.19 228,756.65	.00	1.32
Total Assets	2,907,712.399	7,467,705.18	6,648,582.99	819,122.19 202,412.40	28,008.09	2.22
Accrued Income	.000	28,008.09	28,008.09			
Grand Total	2,907,712.399	7,495,713.27	6,676,591.08			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.



PORTFOLIO CHARACTERISTICS

Average Duration	2.93
Average Coupon	1.63 %
Average Purchase YTM	1.67 %
Average Market YTM	2.32 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.05 yrs
Average Life	3.05 yrs

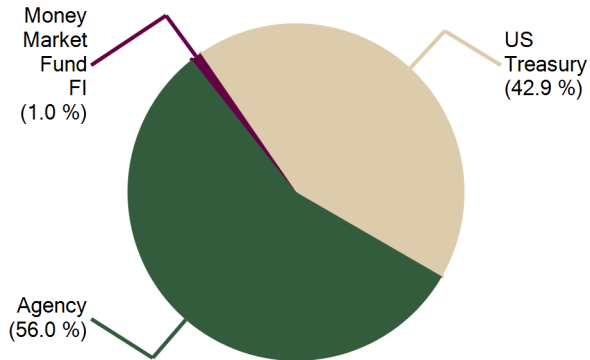
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	448,678	445,584
Accrued Interest	1,831	2,038
Total Market Value	450,509	447,623
Income Earned	626	636
Cont/WD		0
Par	454,025	454,583
Book Value	453,842	454,197
Cost Value	452,787	453,683

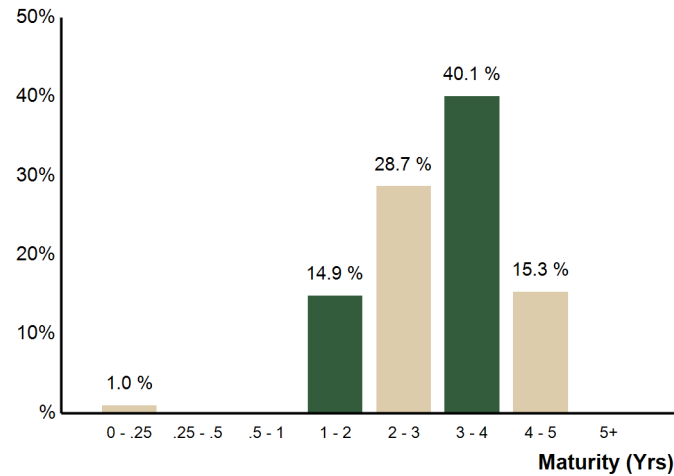
TOP ISSUERS

Issuer	% Portfolio
Government of United States	42.9 %
Federal National Mortgage Assoc	30.7 %
Federal Home Loan Bank	16.5 %
Federal Home Loan Mortgage Corp	8.8 %
AIM STIT-Treasury Portfolio	1.0 %
	100.0 %

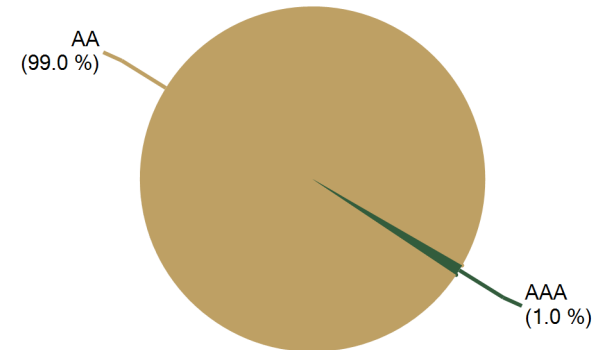
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 11/30/2009
					3 Yrs	5 Yrs	10 Yrs	11/30/2009	
Brea 05 CFD 97-1 Spec Tax Reserve Fund	-0.64 %	-0.99 %	-0.64 %	-0.02 %	0.61 %	0.95 %	N/A	1.88 %	16.44 %
ICE BAML 3-Month US Treasury Bill Index	0.12 %	0.31 %	0.12 %	0.93 %	0.45 %	0.29 %	N/A	0.22 %	1.82 %



Reconciliation Summary

As of 1/31/2018

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$453,842.21
<u>Acquisition</u>	
+ Security Purchases	\$29,518.50
+ Money Market Fund Purchases	\$557.99
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$30,076.49
<u>Dispositions</u>	
- Security Sales	\$29,664.90
- Money Market Fund Sales	\$0.00
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$29,664.90
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$17.70
	\$17.70
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	(\$74.54)
	(\$74.54)
Ending Book Value	\$454,196.96

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$4,024.56
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$29,664.90
Accrued Interest Received	\$165.63
Interest Received	\$400.00
Dividend Received	\$2.63
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$30,233.16
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$29,518.50
Accrued Interest Paid	\$156.67
Total Dispositions	\$29,675.17
Ending Book Value	\$4,582.55



Holdings Report

As of 1/31/18

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	27,000.00	11/17/2014 1.77 %	26,972.73 26,990.88	99.39 2.13 %	26,836.57 182.44	6.04 % (154.31)	Aaa / AA+ AAA	1.61 1.57
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	40,000.00	03/25/2015 1.40 %	39,735.60 39,902.63	98.54 2.15 %	39,414.68 165.28	8.84 % (487.95)	Aaa / AA+ AAA	1.67 1.63
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87 %	39,779.20 39,894.85	98.82 2.27 %	39,526.48 95.28	8.85 % (368.37)	Aaa / AA+ NR	2.36 2.29
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64 %	34,566.00 34,731.94	97.17 2.34 %	34,010.48 217.90	7.65 % (721.46)	Aaa / AA+ AAA	3.05 2.94
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50 %	42,738.13 42,805.01	96.27 2.44 %	41,394.77 187.23	9.29 % (1,410.24)	Aaa / AA+ AAA	3.68 3.54
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92 %	40,142.40 40,119.07	98.31 2.45 %	39,324.40 57.78	8.80 % (794.67)	Aaa / AA+ AAA	3.93 3.74
3135G0T78	FNMA Note 2% Due 10/5/2022	30,000.00	01/09/2018 2.36 %	29,518.50 29,524.63	97.50 2.57 %	29,249.16 191.67	6.58 % (275.47)	Aaa / AA+ AAA	4.68 4.40
Total Agency		255,000.00	1.76 %	253,452.56 253,969.01	2.34 %	249,756.54 1,097.58	56.04 % (4,212.47)	Aaa / AA+ AAA	3.00 2.88
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	4,582.55	Various 0.60 %	4,582.55 4,582.55	1.00 0.60 %	4,582.55 0.00	1.02 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		4,582.55	0.60 %	4,582.55 4,582.55	0.60 %	4,582.55 0.00	1.02 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	30,000.00	Various 1.46 %	29,709.47 29,875.53	98.14 2.17 %	29,441.02 159.54	6.61 % (434.51)	Aaa / AA+ AAA	2.08 2.02
912828UV0	US Treasury Note 1.125% Due 3/31/2020	30,000.00	05/07/2015 1.57 %	29,379.01 29,726.13	97.77 2.19 %	29,330.85 114.97	6.58 % (395.28)	Aaa / AA+ AAA	2.16 2.11
912828WC0	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63 %	30,166.51 30,091.66	98.59 2.28 %	29,578.14 134.88	6.64 % (513.52)	Aaa / AA+ AAA	2.75 2.65
912828WN6	US Treasury Note 2% Due 5/31/2021	30,000.00	07/11/2016 1.01 %	31,406.35 30,957.80	98.86 2.36 %	29,657.82 103.85	6.65 % (1,299.98)	Aaa / AA+ AAA	3.33 3.19
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89 %	34,974.14 34,979.64	98.05 2.41 %	34,316.42 113.58	7.69 % (663.22)	Aaa / AA+ AAA	3.83 3.66
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84 %	9,960.58 9,966.84	97.32 2.44 %	9,732.03 74.45	2.19 % (234.81)	Aaa / AA+ AAA	4.08 3.87



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828L24	US Treasury Note 1.875% Due 8/31/2022	30,000.00	09/18/2017 1.84 %	30,051.66 30,047.80	97.30 2.50 %	29,189.07 239.30	6.57 % (858.73)	Aaa / AA+ AAA	4.58 4.32
Total US Treasury		195,000.00	1.59 %	195,647.72 195,645.40	2.33 %	191,245.35 940.57	42.93 % (4,400.05)	Aaa / AA+ AAA	3.19 3.05
TOTAL PORTFOLIO		454,582.55	1.67 %	453,682.83 454,196.96	2.32 %	445,584.44 2,038.15	100.00 % (8,612.52)	Aaa / AA+ AAA	3.05 2.93
TOTAL MARKET VALUE PLUS ACCRUED						447,622.59			



PORTFOLIO CHARACTERISTICS

Average Duration	2.64
Average Coupon	1.68 %
Average Purchase YTM	1.26 %
Average Market YTM	2.15 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.75 yrs
Average Life	2.75 yrs

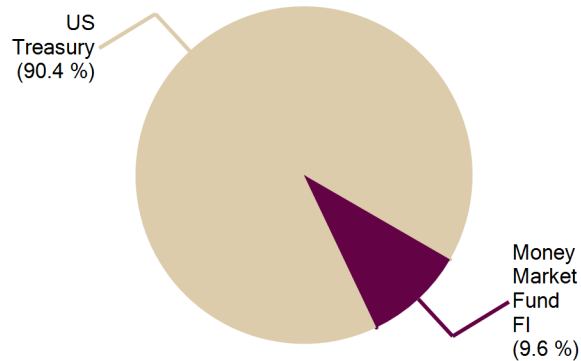
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	1,883,349	1,870,423
Accrued Interest	7,653	8,336
Total Market Value	1,891,002	1,878,759
Income Earned	2,097	2,022
Cont/WD		0
Par	1,896,009	1,895,388
Book Value	1,919,895	1,918,566
Cost Value	1,929,241	1,928,510

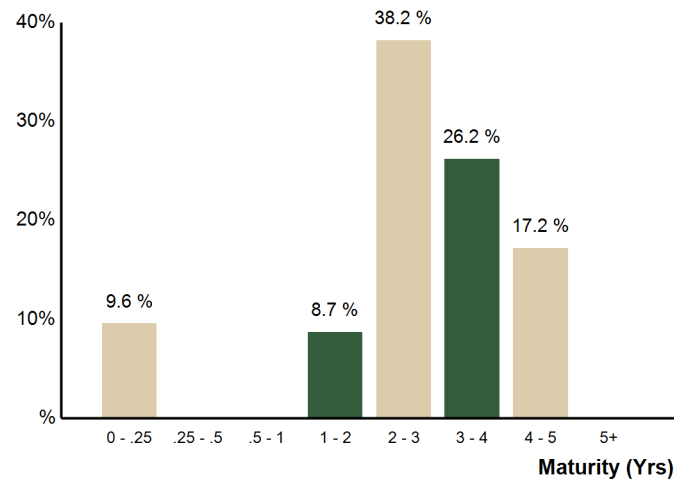
TOP ISSUERS

Issuer	% Portfolio
Government of United States	90.4 %
AIM STIT-Treasury Portfolio	9.6 %
	100.0 %

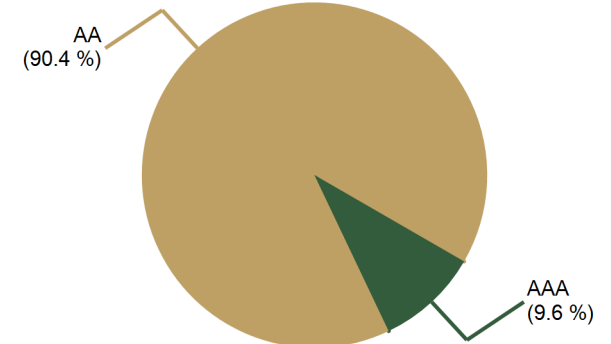
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			6/30/2009	Since 6/30/2009
					3 Yrs	5 Yrs	10 Yrs		
Brea 2009 Water Revenue Bond Reserve Fund	-0.65 %	-0.97 %	-0.65 %	-0.06 %	0.46 %	0.88 %	N/A	2.19 %	20.47 %
ICE BAML 3-Month US Treasury Bill Index	0.12 %	0.31 %	0.12 %	0.93 %	0.45 %	0.29 %	N/A	0.22 %	1.92 %



Reconciliation Summary

As of 1/31/2018

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$1,919,895.33
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$164,379.12	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$164,379.12
<u>Dispositions</u>		
- Security Sales	\$162,389.65	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$162,389.65
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$650.14)	
		(\$650.14)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$2,668.70)	
		(\$2,668.70)
Ending Book Value		\$1,918,565.96

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$16,008.91
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$162,389.65	
Accrued Interest Received	\$639.49	
Interest Received	\$1,340.63	
Dividend Received	\$9.35	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$164,379.12	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
Ending Book Value		\$180,388.03



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	180,388.03	Various 0.60 %	180,388.03 180,388.03	1.00 0.60 %	180,388.03 0.00	9.60 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		180,388.03	0.60 %	180,388.03 180,388.03	0.60 %	180,388.03 0.00	9.60 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828G61	US Treasury Note 1.5% Due 11/30/2019	165,000.00	08/24/2016 0.92 %	168,081.41 166,724.25	98.88 2.13 %	163,150.19 428.37	8.71 % (3,574.06)	Aaa / AA+ AAA	1.83 1.79
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60 %	132,834.83 134,054.75	98.14 2.17 %	132,484.55 717.89	7.09 % (1,570.20)	Aaa / AA+ AAA	2.08 2.02
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57 %	97,930.02 99,087.08	97.77 2.19 %	97,769.50 383.24	5.22 % (1,317.58)	Aaa / AA+ AAA	2.16 2.11
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03 %	168,796.84 167,408.72	98.51 2.24 %	162,544.31 7.41	8.65 % (4,864.41)	Aaa / AA+ AAA	2.50 2.43
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46 %	161,991.55 161,242.62	98.59 2.28 %	157,750.08 719.33	8.43 % (3,492.54)	Aaa / AA+ AAA	2.75 2.65
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08 %	174,062.66 171,068.39	100.20 2.30 %	165,335.12 346.41	8.82 % (5,733.27)	Aaa / AA+ AAA	2.92 2.80
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10 %	171,516.76 169,440.73	99.04 2.33 %	163,408.08 1,403.87	8.77 % (6,032.65)	Aaa / AA+ AAA	3.08 2.94
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04 %	167,290.77 164,986.01	98.86 2.36 %	158,175.04 553.85	8.45 % (6,810.97)	Aaa / AA+ AAA	3.33 3.19
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38 %	175,983.77 174,449.56	99.00 2.41 %	168,300.00 1,230.63	9.02 % (6,149.56)	Aaa / AA+ AAA	3.67 3.48
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84 %	164,349.58 164,452.90	97.32 2.44 %	160,578.50 1,228.38	8.61 % (3,874.40)	Aaa / AA+ AAA	4.08 3.87
912828L24	US Treasury Note 1.875% Due 8/31/2022	165,000.00	09/18/2017 1.84 %	165,284.15 165,262.92	97.30 2.50 %	160,539.89 1,316.13	8.62 % (4,723.03)	Aaa / AA+ AAA	4.58 4.32
Total US Treasury		1,715,000.00	1.33 %	1,748,122.34 1,738,177.93	2.31 %	1,690,035.26 8,335.51	90.40 % (48,142.67)	Aaa / AA+ AAA	3.05 2.92
TOTAL PORTFOLIO									
		1,895,388.03	1.26 %	1,928,510.37 1,918,565.96	2.15 %	1,870,423.29 8,335.51	100.00 % (48,142.67)	Aaa / AA+ AAA	2.75 2.64
TOTAL MARKET VALUE PLUS ACCRUED						1,878,758.80			



PORTFOLIO CHARACTERISTICS

Average Duration	2.99
Average Coupon	1.78 %
Average Purchase YTM	1.40 %
Average Market YTM	2.31 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.13 yrs
Average Life	3.13 yrs

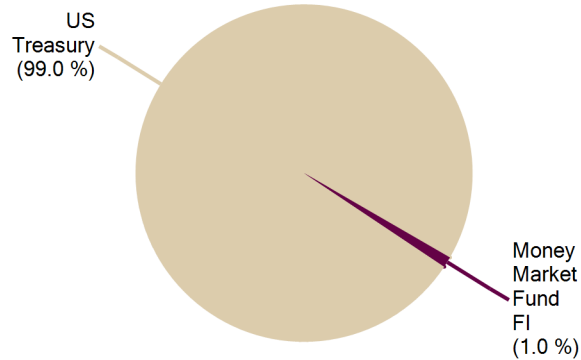
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	1,329,464	1,319,373
Accrued Interest	5,375	6,054
Total Market Value	1,334,840	1,325,427
Income Earned	1,474	1,583
Cont/WD		0
Par	1,339,083	1,339,590
Book Value	1,354,746	1,353,791
Cost Value	1,360,851	1,360,275

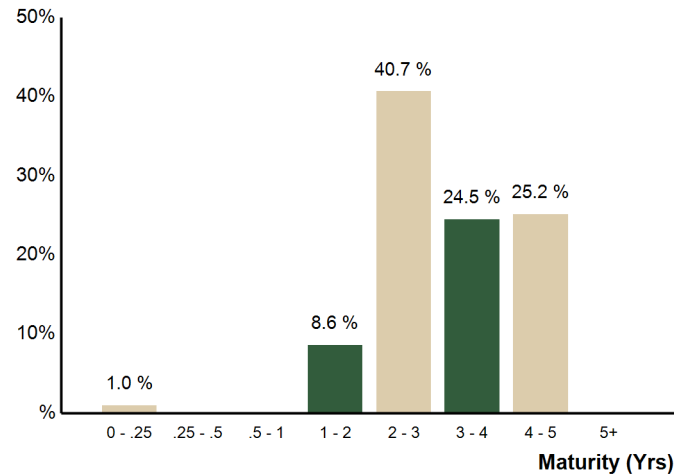
TOP ISSUERS

Issuer	% Portfolio
Government of United States	99.0 %
AIM STIT-Treasury Portfolio	1.0 %
	100.0 %

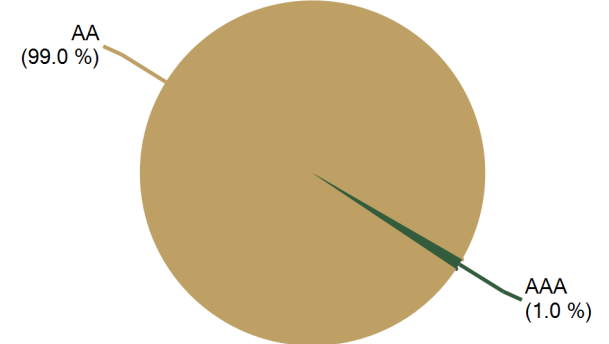
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs	5/31/2010	
Brea Water Revenue Bonds, Series B, Reserve Account	-0.71 %	-1.03 %	-0.71 %	-0.13 %	0.44 %	0.86 %	N/A	1.78 %	14.45 %
ICE BAML 3-Month US Treasury Bill Index	0.12 %	0.31 %	0.12 %	0.93 %	0.45 %	0.29 %	N/A	0.23 %	1.78 %



Reconciliation Summary

As of 1/31/2018

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$1,354,746.27
<u>Acquisition</u>		
+ Security Purchases	\$113,993.75	
+ Money Market Fund Purchases	\$942.20	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$114,935.95
<u>Dispositions</u>		
- Security Sales	\$113,180.66	
- Money Market Fund Sales	\$434.90	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$113,615.56
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$416.08)	
		(\$416.08)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$1,860.01)	
		(\$1,860.01)
Ending Book Value		\$1,353,790.57

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$13,082.78
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$113,180.66	
Accrued Interest Received	\$445.70	
Interest Received	\$934.38	
Dividend Received	\$7.82	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$114,568.56	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$113,993.75	
Accrued Interest Paid	\$67.51	
Total Dispositions	\$114,061.26	
Ending Book Value		\$13,590.08



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	13,590.08	Various 0.60 %	13,590.08 13,590.08	1.00 0.60 %	13,590.08 0.00	1.03 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		13,590.08	0.60 %	13,590.08 13,590.08	0.60 %	13,590.08 0.00	1.03 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828G61	US Treasury Note 1.5% Due 11/30/2019	115,000.00	08/24/2016 0.92 %	117,147.65 116,201.75	98.88 2.13 %	113,710.74 298.56	8.60 % (2,491.01)	Aaa / AA+ AAA	1.83 1.79
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	112,000.00	Various 1.40 %	111,138.03 111,656.35	98.14 2.17 %	109,913.11 595.58	8.34 % (1,743.24)	Aaa / AA+ AAA	2.08 2.02
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47 %	113,111.52 114,182.79	97.77 2.19 %	112,434.93 440.73	8.52 % (1,747.86)	Aaa / AA+ AAA	2.16 2.11
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03 %	117,646.28 116,678.80	98.51 2.24 %	113,288.46 5.16	8.55 % (3,390.34)	Aaa / AA+ AAA	2.50 2.43
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63 %	88,488.42 88,268.87	98.59 2.28 %	86,762.54 395.64	6.58 % (1,506.33)	Aaa / AA+ AAA	2.75 2.65
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08 %	121,316.40 119,229.48	100.20 2.30 %	115,233.57 241.44	8.71 % (3,995.91)	Aaa / AA+ AAA	2.92 2.80
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10 %	119,541.99 118,095.06	99.04 2.33 %	113,890.48 978.45	8.67 % (4,204.58)	Aaa / AA+ AAA	3.08 2.94
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03 %	105,664.79 104,183.83	98.86 2.36 %	99,847.99 349.62	7.56 % (4,335.84)	Aaa / AA+ AAA	3.33 3.19
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38 %	113,871.85 112,879.12	99.00 2.41 %	108,900.00 796.29	8.28 % (3,979.12)	Aaa / AA+ AAA	3.67 3.48
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84 %	109,566.38 109,635.26	97.32 2.44 %	107,052.33 818.92	8.14 % (2,582.93)	Aaa / AA+ AAA	4.08 3.87
912828L24	US Treasury Note 1.875% Due 8/31/2022	115,000.00	09/18/2017 1.84 %	115,198.04 115,183.24	97.30 2.50 %	111,891.44 917.30	8.51 % (3,291.80)	Aaa / AA+ AAA	4.58 4.32
912828N30	US Treasury Note 2.125% Due 12/31/2022	115,000.00	01/09/2018 2.31 %	113,993.75 114,005.94	98.14 2.53 %	112,857.21 216.02	8.53 % (1,148.73)	Aaa / AA+ AAA	4.92 4.62
Total US Treasury		1,326,000.00	1.41 %	1,346,685.10 1,340,200.49	2.32 %	1,305,782.80 6,053.71	98.97 % (34,417.69)	Aaa / AA+ AAA	3.16 3.02
TOTAL PORTFOLIO		1,339,590.08	1.40 %	1,360,275.18 1,353,790.57	2.31 %	1,319,372.88 6,053.71	100.00 % (34,417.69)	Aaa / AA+ AAA	3.13 2.99
TOTAL MARKET VALUE PLUS ACCRUED						1,325,426.59			



PORTFOLIO CHARACTERISTICS

Average Duration	3.00
Average Coupon	1.79 %
Average Purchase YTM	1.41 %
Average Market YTM	2.30 %
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.14 yrs
Average Life	3.14 yrs

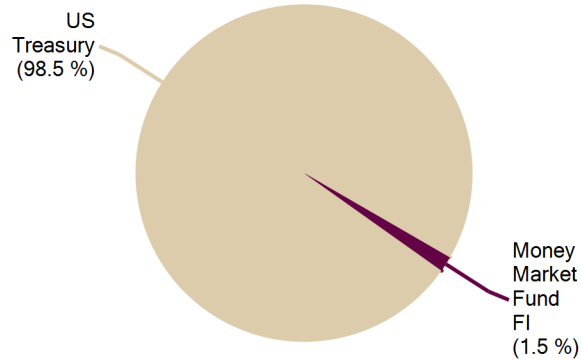
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	260,940	258,924
Accrued Interest	1,070	1,212
Total Market Value	262,010	260,136
Income Earned	293	311
Cont/WD		0
Par	262,762	262,843
Book Value	265,940	265,754
Cost Value	267,147	267,038

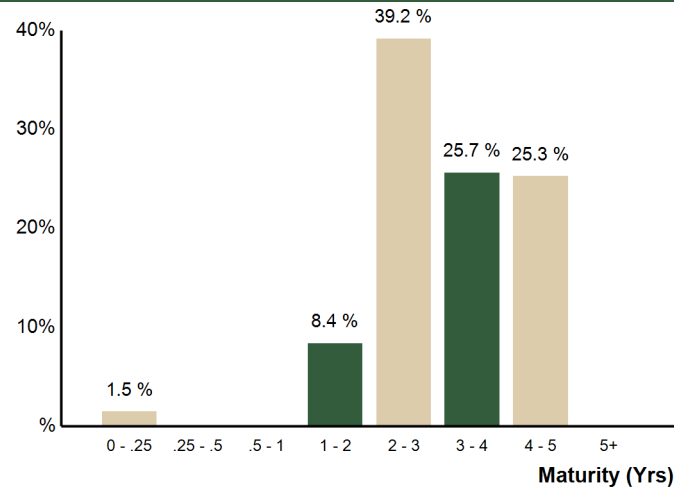
TOP ISSUERS

Issuer	% Portfolio
Government of United States	98.5 %
AIM STIT-Treasury Portfolio	1.5 %
	100.0 %

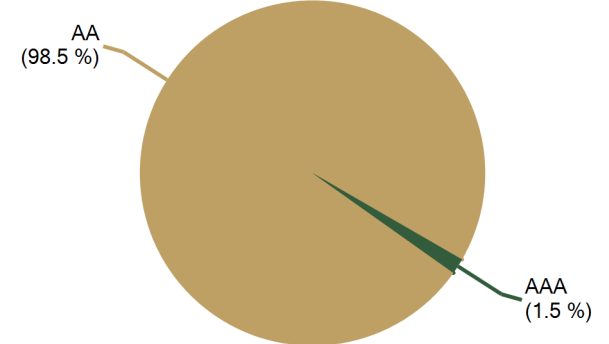
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 1/31/2018	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs	5/31/2010	
Brea Lease Revenue Bonds, Reserve Account	-0.72 %	-1.04 %	-0.72 %	-0.14 %	0.43 %	0.86 %	N/A	1.79 %	14.59 %
ICE BAML 3-Month US Treasury Bill Index	0.12 %	0.31 %	0.12 %	0.93 %	0.45 %	0.29 %	N/A	0.23 %	1.78 %



Reconciliation Summary

As of 1/31/2018

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$265,940.15
<u>Acquisition</u>	
+ Security Purchases	\$19,825.00
+ Money Market Fund Purchases	\$2,080.20
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$21,905.20
<u>Dispositions</u>	
- Security Sales	\$21,651.95
- Money Market Fund Sales	\$0.00
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$21,651.95
<u>Amortization/Accretion</u>	
+/- Net Accretion	(\$83.68)
	(\$83.68)
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	(\$355.83)
	(\$355.83)
Ending Book Value	\$265,753.89

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$1,762.37
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$21,651.95
Accrued Interest Received	\$85.26
Interest Received	\$178.75
Dividend Received	\$0.98
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$21,916.94
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$19,825.00
Accrued Interest Paid	\$11.74
Total Dispositions	\$19,836.74
Ending Book Value	\$3,842.57



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	3,842.57	Various 0.60 %	3,842.57 3,842.57	1.00 0.60 %	3,842.57 0.00	1.48 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		3,842.57	0.60 %	3,842.57 3,842.57	0.60 %	3,842.57 0.00	1.48 % 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828G61	US Treasury Note 1.5% Due 11/30/2019	22,000.00	08/24/2016 0.92 %	22,410.85 22,229.90	98.88 2.13 %	21,753.36 57.12	8.38 % (476.54)	Aaa / AA+ AAA	1.83 1.79
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	20,000.00	Various 1.59 %	19,688.54 19,864.41	98.14 2.17 %	19,627.35 106.36	7.59 % (237.06)	Aaa / AA+ AAA	2.08 2.02
912828UV0	US Treasury Note 1.125% Due 3/31/2020	17,000.00	05/07/2015 1.57 %	16,648.10 16,844.80	97.77 2.19 %	16,620.82 65.15	6.41 % (223.98)	Aaa / AA+ AAA	2.16 2.11
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03 %	22,506.25 22,321.17	98.51 2.24 %	21,672.57 0.99	8.33 % (648.60)	Aaa / AA+ AAA	2.50 2.43
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45 %	22,276.59 22,172.74	98.59 2.28 %	21,690.64 98.91	8.38 % (482.10)	Aaa / AA+ AAA	2.75 2.65
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08 %	23,208.35 22,809.12	100.20 2.30 %	22,044.68 46.19	8.49 % (764.44)	Aaa / AA+ AAA	2.92 2.80
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10 %	22,868.90 22,592.10	99.04 2.33 %	21,787.74 187.18	8.45 % (804.36)	Aaa / AA+ AAA	3.08 2.94
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01 %	20,937.57 20,638.54	98.86 2.36 %	19,771.88 69.23	7.63 % (866.66)	Aaa / AA+ AAA	3.33 3.19
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38 %	25,879.97 25,654.35	99.00 2.41 %	24,750.00 180.98	9.58 % (904.35)	Aaa / AA+ AAA	3.67 3.48
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84 %	23,905.39 23,920.42	97.32 2.44 %	23,356.87 178.67	9.05 % (563.55)	Aaa / AA+ AAA	4.08 3.87
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84 %	23,039.61 23,036.65	97.30 2.50 %	22,378.29 183.46	8.67 % (658.36)	Aaa / AA+ AAA	4.58 4.32
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31 %	19,825.00 19,827.12	98.14 2.53 %	19,627.34 37.57	7.56 % (199.78)	Aaa / AA+ AAA	4.92 4.62
Total US Treasury		259,000.00	1.42 %	263,195.12 261,911.32	2.33 %	255,081.54 1,211.81	98.52 % (6,829.78)	Aaa / AA+ AAA	3.19 3.05
TOTAL PORTFOLIO		262,842.57	1.41 %	267,037.69 265,753.89	2.30 %	258,924.11 1,211.81	100.00 % (6,829.78)	Aaa / AA+ AAA	3.14 3.00
TOTAL MARKET VALUE PLUS ACCRUED						260,135.92			

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/20/2018

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending January 31, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments (formally known as the Treasurer's Report) is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of January 2018. Funds received by the Successor Agency are typically spent within 3-6 months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested on behalf of the Successor Agency. As of January 31, 2018, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$1,119,734.26 in comparison to \$1,118,389.62 at December 31, 2017. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of January 31, 2018, the market value of these funds, including short-term cash and accrued interest was \$19,155,034.97 as compared to \$5,384,660.87 as of December 31, 2017.

FISCAL IMPACT/SUMMARY

During the month of January, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$1,344.64 due to changes in market value. The total value of the restricted cash and investments increased by \$13,770,374.10. This increase is primarily due to a payment received from the County to address the obligations (including the 2013, 2016 and 2017 Tax Allocation Bonds debt service payments) identified within the Agency's Recognized Obligation Payment Schedule (ROPS).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ana Conrique, Senior Accountant
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
January 31, 2018

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 2,593,335.92	\$ 2,593,335.92
Local Agency Investment Fund	LAIF	\$ 1,118,451.46	\$ 1,119,734.26
<u>Fiscal Agent Cash & Investments</u>			
2003 Tax Allocation Bonds	Chandler/BNY	\$ 891.62	\$ 891.62
2004 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 332,180.20	\$ 332,180.20
2011 Tax Allocation Bonds, Series A	Chandler/BNY	\$ 5,328,882.99	\$ 5,318,517.53
2011 Tax Allocation Bonds, Series B	Chandler/BNY	\$ -	\$ -
2013 Tax Allocation Bonds	Chandler/BNY	\$ 10,551,263.59	\$ 10,551,263.59
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,494,608.90	\$ 1,494,608.90
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,457,573.13	\$ 1,457,573.13
Sub-total - Fiscal Agent Cash & Investments		\$ 19,165,400.43	\$ 19,155,034.97
Grand Total		\$ 22,877,187.81	\$ 22,868,105.15

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
January 31, 2018

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
	2003 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 891.62	\$ 891.62
	Sub-total	\$ 891.62	\$ 891.62
	2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 332,180.20	\$ 332,180.20
	Sub-total	\$ 332,180.20	\$ 332,180.20
10156	2011 Tax Allocation Bonds, Series A - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 5,328,882.99	\$ 5,318,517.53
	Sub-total	\$ 5,328,882.99	\$ 5,318,517.53
10157	2011 Tax Allocation Bonds, Series B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
	2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 10,551,263.59	\$ 10,551,263.59
	Sub-total	\$ 10,551,263.59	\$ 10,551,263.59
	2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,494,608.90	\$ 1,494,608.90
	Sub-total	\$ 1,494,608.90	\$ 1,494,608.90
	2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,457,573.13	\$ 1,457,573.13
	Sub-total	\$ 1,457,573.13	\$ 1,457,573.13
Report Grand Total		\$ 19,165,400.43	\$ 19,155,034.97



PORTFOLIO CHARACTERISTICS

Average Duration	0.00
Average Coupon	1.37 %
Average Purchase YTM	1.37 %
Average Market YTM	1.37 %
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

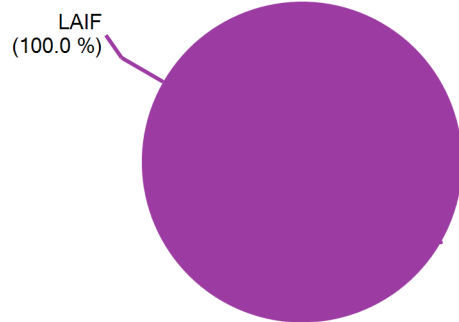
ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value	1,115,066	1,118,451
Accrued Interest	3,323	1,283
Total Market Value	1,118,390	1,119,734
Income Earned	1,169	1,345
Cont/WD		0
Par	1,115,066	1,118,451
Book Value	1,115,066	1,118,451
Cost Value	1,115,066	1,118,451

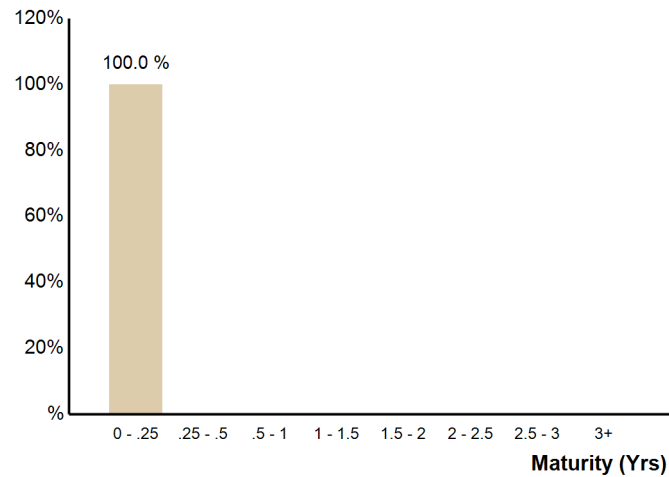
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	100.0 %
	100.0 %

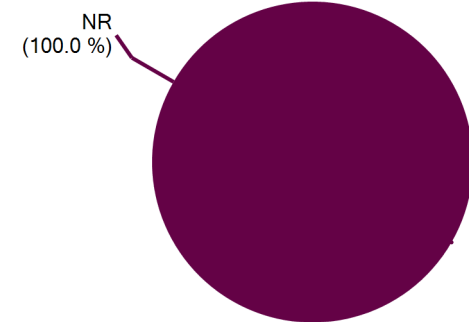
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	1,118,451.46	Various 1.37 %	1,118,451.46 1,118,451.46	1.00 1.37 %	1,118,451.46 1,282.80	100.00 % 0.00	NR / NR NR	0.00 0.00
Total LAIF		1,118,451.46	1.37 %	1,118,451.46	1.37 %	1,118,451.46 1,282.80	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		1,118,451.46	1.37 %	1,118,451.46	1.37 %	1,118,451.46 1,282.80	100.00 % 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,119,734.26			