



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, November 6, 2018

6:00 p.m. - Closed Session

6:45 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
6:00 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

- 2. Conference with Legal Counsel Pursuant to Government Code §54956.9 - Anticipated Litigation.** Initiation of Litigation: One potential case - South Brea Lofts - Community Development Director Crabtree
- 3. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8**
Property: 57/Lambert Freeway Ramp
City of Brea Negotiator: Bill Gallardo - City Manager; Tony Olmos - Public Works Director; and Regina Danner - Richard, Watson and Gershon (RWG)
Negotiating Parties: Olen, Delrahim and Chai
Under Negotiation: Price and Terms of Payment
- 4. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6**
Regarding Brea Management Association (Non-Safety) - Administrative Services Director Russell and Assistant City Manager/Community Services Director Emeterio, Negotiators for City of Brea
- 5. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6**
Regarding Brea Police Management Association - Human Resources Manager Maldonado Negotiator for City of Brea

STUDY SESSION
6:45 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

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

DISCUSSION ITEM

- 8. Appoint Proxy Holder and Nominate for the Office of Director at the Annual Meeting of Stockholders of Cal Domestic Water Company**

REPORT

9. Council Member Report

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

CALL TO ORDER/ ROLL CALL - COUNCIL

- 10. Pledge of Allegiance: Boy Scout Troop 801
- 11. Invocation: David Tebay, Calvary Community Church
- 12. Report - Prior Study Session
- 13. Community Announcements
- 14. Matters from the Audience
- 15. Response to Public Inquiries - Mayor / City Manager

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

- 16. **Adoption of Ordinance No. 1206, Zoning Ordinance Amendment No. ZOA 18-02** - Second reading for the adoption of Ordinance No. 1206, an Ordinance of the City of Brea regarding the requirements and procedures for implementing the Planned Community (PC) Zone and amending the Brea Municipal Code regarding the same.

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. **October 16, 2018 City Council Regular Meeting Minutes** - Approve.
- 18. **Amendment to Professional Services Agreement with MTGL, Inc. for Additional Construction Materials and Soils Testing Services on Capital Improvement Projects**
- Approve the amendment to Professional Services Agreement increasing the annual contract amount from \$50,000 to \$150,000. There is no fiscal impact to the General Fund.

19. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2018-19** - Adopt Resolutions 2018-058 and 2018-059 appropriating funds to adjust the Fiscal Year 2018-19 City Operating and Capital Improvement Program Budgets.
20. **Monthly Report of Investments for the City of Brea for Period Ending September 30, 2018** - Receive and file.
21. **October 19, 26 and November 2, 2018 City Check Registers** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

22. **Budget Adjustments to the Successor Agency to the Brea Redevelopment Agency Operating and Capital Improvement Program Budget for Fiscal Year 2018-19** - City Council, as Successor Agency: Adopt Resolution No. SA 2018-07 to adjust the FY 2018-19 Successor Agency to the Brea Redevelopment Agency Operating and Capital Improvement Program Budget.
23. **Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending September 30, 2018** - Receive and file.
24. **October 26, 2018 Successor Agency Check Register** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

25. **City Manager**
26. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Appoint Proxy Holder and Nominate for the Office of Director at the Annual Meeting of Stockholders of Cal Domestic Water Company

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

Attachments

Proxy



**California Domestic
Water Company**

5362001 Shares = 2106.5
City of Brea
Attn: City Clerk
One Civic Center Circle
Brea, CA 92821

**CALIFORNIA DOMESTIC WATER COMPANY
PROXY FOR ANNUAL MEETING OF SHAREHOLDERS NOVEMBER 16, 2018**

Thomas J. Prenovost, Jr., or in his absence Richard J. Rich, is hereby authorized to vote all my/our shares of the undersigned in CALIFORNIA DOMESTIC WATER COMPANY at the Annual Meeting of its shareholders to be held November 16, 2018, or any adjournments thereof for the election of the herein named nominees to serve as directors and upon such other matters as may properly come before the meeting.

Nominees to serve a two (2) year term are: Michael O. Quinn, Christopher D. Blake and Richard D. Jones

These three nominees identified above will serve as directors for their designated terms or until their respective successors are duly elected and qualified.

I instruct my designee named above to vote for the nominees shown above () or vote against any nominee through whose name I have drawn a line (). (Please check appropriate blank. If neither blank is checked, proxy intends to vote in favor of the nominees shown.)

CITY OF BREA

Dated _____, 2018

Mayor

City Clerk

INSTRUCTIONS: To be valid, this proxy should be dated, and **must** be signed by **all persons** listed on the above mailing label **exactly** as their name(s) appear, and returned promptly in the enclosed envelope. Corporate proxies should be signed by the president or vice president and the secretary or assistant secretary of the corporation (2 signatures).

I/we plan to attend the meeting. ()

I/we do not plan to attend the meeting. ()

Please submit in duplicate.

NOTICE OF NOMINATION OF DIRECTORS
OF CALIFORNIA DOMESTIC WATER COMPANY
TO BE MADE AT ANNUAL MEETING OF STOCKHOLDERS

To: Assistant Secretary
California Domestic Water Company
15505 Whittier Boulevard
Whittier, California 90603

Please be advised that the undersigned nominates Christopher D. Blake for the office of director at the annual meeting of stockholders of California Domestic Water Company on November 16, 2018, to serve for the following two (2) years.

Dated: _____

By _____
City of Brea

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE

I hereby acknowledge receipt of the foregoing Notice at the principal executive office of the Company at _____ o'clock __.a.m., this _____ day of _____, 2018.

By _____
Asst. Secretary

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Adoption of Ordinance No. 1206, Zoning Ordinance Amendment No. ZOA 18-02

RECOMMENDATION

1) Open the public hearing, receive any public testimony and close hearing; and 2) Adopt Ordinance No. 1206 on second reading, approving Zoning Ordinance Amendment No. ZOA 18-02, an Ordinance of the City of Brea regarding the requirements and procedures for implementing the Planned Community (PC) Zone and amending the Brea Municipal Code regarding the same.

BACKGROUND/DISCUSSION

BACKGROUND

In 2017 the City completed the Brea Envisions process. This 18 month long, community wide, outreach effort had key goals to tap into Brea's residents and businesses to better understand what they found to be important needs and guiding considerations for the City's future. Led by a citizen committee, the effort culminated in delivery of the Brea Envisions Community Strategic Plan. This plan contains the captured community themes, vision, and strategic initiatives information from the outreach process.

In late 2017, the City initiated the Brea Core Plan effort, the first step toward implementing some of the direction provided by the Brea Envision process. This first of two phases of work is underway and includes an awareness campaign as well as initial testing of ideas from Brea Envisions, applied to a central defined area of Brea. Phase II will dive deeper into issues and establish more detailed direction, likely to include new land use considerations in focused areas, alternative transportation ideas and solutions, reviewing parks/recreation/cultural arts/human service needs, to name but a few anticipated highlights. Developing an approach, scope and budget for Phase II is in discussion now and will be presented to the Council at a future date.

The Brea Core Plan process and its eventual Specific Plan is a time tested and "proactive" planning effort—the City is actively planning for its future and messaging to investors and developers what we want to see in the future via the adoption of new standards and/or guidelines for new development.

However, time does not stand still and these comprehensive planning processes can often take

several years, sometimes longer, to complete—simply, the issues are detailed and involved and the process takes time. New private investment and development projects may be proposed during that time and may include creative and new types of development not currently accommodated under our development codes, but which may match-up well to the needs we have heard through Brea Envisions, as well as what may be reflected in the eventual Brea Core Plan. And, timing and economic realities for private investment can be finite and short—such that proposed projects may no longer make sense to a developer if they were forced to await completion of a comprehensive planning effort by the City.

The quandary then—have “new and different” development await the new standards and zoning of the Brea Core Plan? Or, identify an approach to consider such development projects within a process which would not have to await the completion of the Brea Core Plan?

In late 2017 staff were approached by various development interests which begged these very questions. Those projects included the Brea Downtown Hotel, Mercury Lane Apartments, as well as early indication from Simon Properties of new development at the Brea Mall (and, in the intervening months staff have been approached with other prospective projects too).

As discussions of the Downtown Hotel project surfaced last summer, staff discussed circumstances with Council and receptiveness to consider alternate entitlement processes for such projects (Development Committee and Council discussion, July 3 and 11, 2017) while the Brea Core Plan effort evolved to more completely address longer term planning tools for project review. Key to these discussions were the potential need to modify Brea’s current development standards and allowances for these projects and an openness to consider such modifications if the projects provide significant community benefits to Brea. A need was also identified to bring any such private development projects forward for the City’s consideration.

Staff embarked on this research anticipating that new code processes would need to be created to meet these goals. However, our research and collaboration with the City Attorney’s Office have found that Brea’s current zoning code and its Planned Community (PC) zoning district already provide for basic processes which can meet the identified needs.

The PC zone has been used several times in the past to develop areas of Brea to realize neighborhoods now familiar to many—the Country Hills master plan (which comprises much of east Brea), as well as three residential neighborhoods in west Brea, along the Tamarack Avenue corridor, south of Central Avenue—all of which provided for new and different development standards outside Brea’s then adopted codes.

The PC zone is therefore an existing planning tool that could be used to address the City’s current situation. As discussed below, however, the provisions of the Brea Municipal Code regarding the PC zone have not been used or updated since 1970’s. Staff therefore believes that these provisions should be updated to meet current planning standards before considering whether they should be applied to any particular project.

At its meeting of July 17, the City Council directed staff to bring forward a draft Zoning Ordinance Amendment (ZOA) to consider such an update to the PC zone. That ZOA has been prepared and is now before the Planning Commission for its recommendation to the City Council who will then consider the amendment for final action and any adoption. Also presented for the Commission’s consideration is a related General Plan Amendment (GPA). The City’s current General Plan is silent with regard to the PC zone even though the PC zone predates and was in use prior to the General Plan. The GPA would therefore be an update to recognize the

continuing availability and use of the PC zone to ensure continued consistency between the General Plan and the Municipal Code.

DISCUSSION

The Planned Community (PC) zone has been included in Brea's code dating as far back as 1968 and has been used to implement several projects since that time. Most specifically, the PC zone and its processes were used to entitle large tracts of homes as well as ancillary commercial uses on the east side of Brea, the Country Hills master plan and its neighborhoods. Additionally, the zoning district was applied to several multi-family apartment projects on Tamarack Avenue on the west side of town.

The PC zoning district code text currently lists its description and purpose as follows:

“The purpose of this zone is to encourage, preserve and improve the health, safety and general welfare of the community by encouraging the use of contemporary land planning principles. The provisions of this zone are intended to allow diversification of uses, use relationships and heights of buildings, and open spaces in planned building groups while ensuring compliance with the spirit and intent of the zoning code and the City's adopted General Plan.”

This language speaks to the situation the City currently faces with several development projects which are being proposed (outlined earlier in this report). However, because the applicable provisions of the Code have not been updated in some time, other provisions do not match contemporary planning, employ outdated terminology, and leave the processes for implementing the PC zone somewhat vague. Staff is therefore proposing an update and refresh of the PC zoning district language and its processes and procedures to align the code with contemporary planning practices, provide needed structure to the process, and establish a clearer process to consider projects that would require development standards that do not already apply to a given property.

Under the current code, properties zoned PC can be approved for any use and whatever development standards the City chooses to allow at the time the property is re-zoned as PC, regardless of whether such uses or standards are allowed anywhere else in the City. The proposed update to the PC would continue consideration of such new and creative standards. This can be particularly beneficial in the Central Core area of the City where new and different development standards and guidelines may result at the conclusion of the Central Core Plan long range planning effort.

The process outlined on the ordinance would formally begin only if the Council acts to initiate an amendment to the boundaries of the PC Zone to include new properties, allowing the Council at a very early step to decide whether a proposed PC project should move forward with further planning and study. Importantly, the Council's decision to initiate the boundary amendment would not be an approval, or even an endorsement of any project, but merely an indication that the Council is willing to consider the project pending a full review and study. It would also be an opportunity for the Council to provide early direction to staff and the developer as to what information the Council deems necessary to consider the project at a later time.

After the Council initiates the PC Zone change, the applicant then would work with the staff on the content of the master plan and all related studies – including all required environmental review. The full submittal requirements, critically including a plan for public outreach by the

developer, are detailed within the new draft code (see exhibit within the attached draft Ordinance). Staff have worked with the City Attorneys Office to assure that the process and submittal needs and details are robust, comprehensive and commensurate with the important decisions the Planning Commission and City Council will face when considering potential different and creative projects for development in Brea. The zone change and master plan would then be reviewed by the Planning Commission, before final consideration by the Council. Final approval of the master plan would expressly require that the Council make the following findings:

1. The Planned Community Master Plan is consistent with the General Plan, inclusive of any amendments proposed and approved as part of the application for the Planned Community Master Plan.
2. The Planned Community Master Plan is consistent with and the Brea Envisions Community Strategic Plan.
3. The Planned Community Master Plan would provide for an innovative development in an area of the City that presents unique planning challenges due to considerations such as geography, topography, and changing patterns of development not otherwise addressed by the City's existing zoning rules.
4. The properties included in the Planned Community Master Plan are suitable for the uses specified therein, in terms of access, size, their relationship to adjacent properties and similar or related uses, and other considerations deemed relevant by the City Council.
5. The Planned Community Master Plan is in the best interest of the City as a whole.

These findings are an important new feature of the ordinance. The current code only peripherally speaks to findings—some subtle, some more overt—but generally unstructured and spread in different areas of the code. The proposed code amendment places uniform findings within a specific section of the Chapter, clearly labeled, and consistently worded to match up with other aspects of the code and its review process.

Finally, the proposed code update would introduce a requirement for a Development Agreement (DA). The requirement for a DA is proposed to assure that such projects and considerations are commensurate with the community benefits a project provides. For Developers, a DA provides a guarantee that the City will not change its mind during the term of the agreement to disallow the project before it can be built. This sort of assurance is especially important in the Core Area, which is the subject of ongoing planning efforts, the results of which are not yet known. It would also be important for the City to be assured that if it goes through the considerable process of reviewing and approving such a project, that it can be developed as planned.

A DA would also require that the proposed Planned Community Master Plan also provide some form of community benefit – subject to the City Council's exclusive ability to negotiate and approve such benefits– further assuring the City and its residents that new projects that utilize the PC zone will have a positive impact. Staff also believes that the DA requirement would serve as a critical check and balance to assure that the approval of any alternative design and use standards would be balanced by compelling benefits for our community. DA processing will necessarily include early discussion and direction from the City Council regarding the negotiation of appropriate community benefits associated with any proposed project.

The draft resolution attached to this report provides the proposed amendment language for the PC, Planned Community, zoning district together with clarifying language to be inserted into the General Plan.

CONCLUSION

Brea is currently experiencing a high level of proposed development projects which hold potential to fulfill future needs as expressed within the General Plan and Brea Envisions Community Strategic Plan. Currently, the chapter within the zoning ordinance by which to consider such projects (Planned Community zoning district) lacks clarity, a structured process, and defined findings necessary to consider such projects for approval. The proposed amendment to the Planned Community zone provides for these features and offers a system of checks and balances within which to consider new development, including added tests for new development using the creative PC zone approach. Direct references to the PC zoning district and its implementation basis are also proposed to be added to the City's General Plan at this time in order to provide clarity and to complete the PC update process.

Council approved the introduction of Ordinance 1206 at the October 16, 2018, City Council meeting.

COMMISSION/COMMITTEE RECOMMENDATION

On September 25, 2018, the Planning Commission unanimously voted to recommend approval to amend and update the Planned Communities zone. The Commission discussed and clarified whether the proposed amendments would allow applicants to bypass the community, approvals, or approving bodies, finding that the proposed PC process would actually expand community and decision-maker involvement in project consideration. Staff clarified that the proposed amendments provide a more clear process and submittal requirements--requiring a check-in with the City Council prior to acceptance of any application, making specific findings (outlined above) for any project approval, demonstrating community benefit from proposed projects, requiring the applicant to provide an community outreach plan (more comprehensive than basic legal hearing notice for a proposed project), and including the ultimate approval of a development agreement.

The Commission recommended approval of the draft ordinance with the following revisions:

- Add "Planned Community (PC) Zone" to the title of the General Plan section to read "Specific Plan and Planned Community (PC) Zone"
- Add "trail" to the required elements section under "Public Services and Facilities Element"

RESPECTFULLY SUBMITTED:

David M. Crabtree, AICP, Community Development Director
Prepared by: Jennifer A. Lilley, AICP, City Planner

Attachments

**CITY OF BREA
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN by the City of Brea that a public hearing will be held by the City Council, on **Tuesday, October 16, 2018, at 7:00 p.m.**, or as soon thereafter as the matter can be heard, in the Council Chambers of the City of Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California 92821, in accordance with State Law and the Brea City Code, for the purpose of considering the following application:

GENERAL PLAN AMENDMENT NO. GPA 18-01 AND ZONING ORDINANCE AMENDMENT NO. ZOA 18-02 – a request to amend Chapter 2 and Figure CD-2 of the General Plan and Section 20.272 of the Brea Zoning Ordinance. These amendments propose to add text clarifying the implementation of the Planned Community (PC) zone.

The City of Brea has determined that the proposed project is categorically exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to State CEQA Regulation 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)) covering activities with no possibility of having a significant effect on the environment.

Applicant: City of Brea
 1 Civic Center Circle
 Brea, CA 92821

IF YOU CHALLENGE THIS PROJECT AND THE RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.

ALL INTERESTED PERSONS are invited to attend said hearing and express opinions on the matters outlined above. FURTHER INFORMATION may be obtained at the COMMUNITY DEVELOPMENT DEPARTMENT, Planning Division, or by calling (714) 990-7674.

Lillian Harris-Neal, MMC
City Clerk

ORDINANCE NO. 1206

AN ORDINANCE OF THE CITY OF BREA REGARDING THE REQUIREMENTS AND PROCEDURES FOR IMPLEMENTING THE PLANNED COMMUNITY (PC) ZONE AND AMENDING THE BREA MUNICIPAL CODE REGARDING THE SAME

A. RECITALS.

1. The City has initiated applications for General Plan Amendment No. GPA 18-01 and Zoning Ordinance Amendment No. ZOA 18-02 regarding the requirements and procedures for implementing the Planned Community (PC) Zone. The text of ZOA 18-02 is set forth in the attached Exhibit A, which is hereby incorporated into this Ordinance as though set forth in full.

2. On September 25, 2018, the Planning Commission held a duly noticed public hearing on GPA 18-01 and ZOA 18-2, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, adopted Planning Commission Resolution No.18-10 recommending that the City Council approve GPA 18-01 and ZOA 18-2.

3. On October 16, 2018, the City Council held a duly noticed public hearing on GPA 18-01 and ZOA 18-2, at which all persons present had an opportunity to speak on the matter.

4. All legal prerequisites to adoption of this Ordinance have been met.

B. ORDINANCE.

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that all facts set forth in the Recitals, Part A of this Resolution, are true and correct.

SECTION 2. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance will have a significant effect on the environment because it only establishes generally applicable procedures by which the City will consider where and how to implement the Planned Community zone without reference to any particular development project. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 3. Chapter 20.272 of the Brea Municipal Code is hereby amended in its entirety to read as set forth in Exhibit A to this Ordinance, which is hereby incorporated as though set forth in full.

SECTION 4. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 6th day of November, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 16th day of October, 2018, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 6th day of November, 2018, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

DATED: November 6, 2018

Lillian Harris-Neal, City Clerk

EXHIBIT A TO
ORDINANCE NO. 1206
Brea City Code
CHAPTER 20.272
PC PLANNED COMMUNITY

§ 20.272.010 INTENT AND PURPOSE

- A. The purpose of this zone is to encourage, preserve, and improve the health, safety, and general welfare of the community by encouraging innovative development that allows a diversification of uses, use relationships, building heights, densities, and open spaces in planned community developments while ensuring consistency with the City's General Plan.
- B. Development of properties in the Planned Community Zone will occur in accordance with the requirements and provisions of a detailed, site-specific Planned Community Master Plan specifically created and adopted for such properties to promote innovative development projects that anticipate the future needs of the City's residents, businesses, and visitors, while respecting existing uses. The Planned Community Zone shall be reserved for the development of innovative projects in areas of the City that present unique planning challenges due to considerations such as geography, topography, and changing patterns of development not otherwise addressed by the City's existing zoning rules.

§ 20.272.020 APPLICABILITY

- A. This Chapter shall apply to all properties designated as Planned Community on the City's Zoning Map.
- B. An amendment to the Zoning Map to change the boundaries of the Planned Community zone may only be initiated by the City Council; provided that any property owner or his or her designated agent, may petition the City Council to initiate such an amendment. In all other regards, amendments to the Zoning Map affecting the boundaries of the Planned Community Zone shall comply with the provisions of Chapter 20.404 and this Chapter 20.272 except as they might otherwise conflict with the provisions of this Chapter, in which case this Chapter shall control.

§ 20.272.030 PLANNED COMMUNITY MASTER PLANS

- A. *Master Plan Required.* All properties within the Planned Community Zone must have an approved Planned Community Master Plan pursuant to this Chapter. Any application to amend the Zoning Map to incorporate a property into the Planned Community Zone must be accompanied by a complete application for approval of a Planned Community Master Plan that includes that property. No such Zoning Map amendment shall become effective unless and until the City Council approves

a Planned Community Master Plan that includes that property and such approval is final.

- B. *Uses Allowed.* No building, structure, land in the Planned Community Zone shall be used, erected, structurally altered, or enlarged except in conformance with a Planned Community Master Plan approved pursuant to this Chapter.
- C. *Required Elements.* Every Planned Community Master Plan shall include a general statement of goals and objectives and detailed elements that explain how such goals and objectives will be met. The following elements shall be required for every Planned Community Master Plan:
 - 1. *Land Use Element.* The land use element shall consist of text, maps figures, setting forth the distribution, general location, and extent of the areas of land devoted to each category of land use proposed as part of the Planned Community Master Plan. It may therefore include, but not necessarily be limited to designations for various housing types, retail shopping facilities, office facilities, service facilities, public and semipublic facilities, conservation or open space areas, and mixed uses, as well as development and construction timelines for any of these.
 - 2. *Circulation Element.* The circulation element shall consist of text, maps, and figures, setting forth the general locations, dimensions, operational standards, and specifications of all streets, walkways, trails, transportation alternatives, and all transportation-related infrastructure proposed as part of the Planned Community Master Plan. This element shall include but not necessarily be limited to design criteria for engineering review and the traffic carrying capacities of all arterial streets and highways.
 - 3. *Population Element.* The population element shall contain text, maps, and figures that explain the distribution of dwelling unit and anticipated population density for both the entire Planned Community Master Plan and each subarea, if any.
 - 4. *Public Services and Facilities Element.* The public services and facilities element shall contain text, maps, and figures setting forth the general locations and specifications of any and all existing and proposed trail and public facilities for the Planned Community Master Plan area.
- D. *Additional Elements.* Every Planned Community Master Plan shall also include such additional elements as the City deems necessary for development of the Planned Community Master Plan or evaluation of its impacts. Examples of such additional elements that may be required include, but are not necessarily limited to, a Sustainability Element, an Urban Design Element, or a Cultural Arts Element. The City may also require the recordation of all subdivision tracts or parcels, a schedule of construction, a phasing plan, and incorporation of the application requirements contained in Section 20.272.030.F, as the City deems appropriate.

E. *Required Plans, Figures, and Data.* Each Planned Community Master Plan shall include plans, figures, and data in sufficient number and detail to allow for effective evaluation and implementation. Such plans, figures, and data shall include, but not necessarily be limited to, the following:

1. Detailed site plans.
2. Legal descriptions or boundary surveys of the property or properties.
3. Site utilization maps drawn to scale and showing the location of the proposed site and its relationship to surrounding existing uses.
4. Grading plans, including lot dimensions and pad size of all lots and their relationships, the nature and extent of all cut and fill, the location, grades, widths, and related details for all utilities, streets, walkways, driveways, and related facilities.
5. Location, design, and related details for all parking areas, vehicle storage, and any proposed alternative transportation infrastructure.
6. Landscape and hardscape plans.
7. Architectural plans and details, including height, number of stories, materials, colors, and finishes.
8. Renderings and view illustrations, as deemed necessary.
9. Conceptual color and materials boards, including specifications, quality, and durability of materials.
10. Drainage plans.
11. Fencing and wall plans.
12. Public and private amenities plans
13. Subdivision plans, as necessary to clarify any proposed subdivision.

F. *Development and Design Standards.* Each Planned Community Master Plan shall include detailed development and design standards in accordance with this paragraph.

1. *Existing Standards.* Proposed land uses that will be developed in accordance with existing ordinances of the city, those zones or development standards that are to be employed in implementing each type, phase or area of residential and/or commercial development shall be so designated and shall be developed according to the development and

design standards and review procedures that are applicable to that designation.

2. *Alternative Standards.* The City Council may approve alternative development and design standards in a Planned Community Master Plan for development at densities and levels of intensity not otherwise provided for in Title 20 but designed specifically for a particular type, phase, or area of the Planned Community Master Plan; provided that nothing in this Chapter shall be construed to require the City to approve any alternative development or design standards. Proposed land uses that will be developed with such alternative development and design standards shall be so designated in the Planned Community Master Plan and shall be developed according to the applicable development and design standards and review procedures set forth in the Planned Community Master Plan.
3. Except as otherwise provided in the design and development standards in the Planned Community Master Plan, all other provisions of the zoning code shall apply in the Planned Community Zone. Furthermore, all development in the Planned Community Zone is subject to the requirements of this Code pertaining to art in public places and subdivisions notwithstanding any provision in an adopted Planned Community Master Plan.

G. *Procedures.*

1. *Application.* The owners of the subject property or their authorized agents may apply for approval of a Planned Community Master Plan. All properties included in the application must be under single ownership or controlled by a single entity from the time of application and until the effective date of the ordinance approving the Zoning Map amendment associated with the Planned Community Master Plan. All applications shall be made on a form prescribed by the director that requires, but shall not necessarily be limited to the following:
 - a. Five print copies and one electronic copy of the draft Planned Community Master Plan, including but not necessarily limited to all required contents.
 - b. A market or economic analysis of all proposed uses, including analysis of alternative uses and alternative locations.
 - c. A detailed list and explanation of the community benefits that the Planned Community Master Plan would provide; including when appropriate a list of such community benefits that will be provided pursuant to a development agreement.
 - d. A plan for engaging in public outreach with a cross-section of residents, businesses, and other community stakeholders.

- e. A filing fee in accordance with a schedule adopted by City Council resolution, which fee shall be sufficient to cover the City's costs and expenses in processing the application.
 - f. Any information the City deems necessary to the City's preparation of any additional study or studies it deems necessary for consideration of the Planned Community Master Plan; e.g. economic impact analysis, parking impact analysis, etc.
- 2. *Public Outreach Required.* The applicant shall engage in public outreach regarding the proposed Planned Community Master Plan in accordance with the plan submitted to the City and shall provide a summary report of the results of such outreach for the consideration of the Planning Commission and City Council.
 - 3. *Development Agreement Required.* An application for a Planned Community Master Plan must include an application for a development agreement applicable to the entirety of the plan area, and no approval of a Planned Community Master Plan shall be final unless and until the City Council has approved the development agreement and such approval is final. The purpose of this requirement is to provide the community and applicants the assurance that development of the Planned Community Master Plan, and its associated community benefits, may be realized notwithstanding any development standards to the contrary that the City may adopt after approval of the Planned Community Master Plan.
 - 4. *Planning Commission Review and Recommendation.* The Planning Commission shall consider each application for a Planned Community Master Plan at a public hearing, which it may hold concurrently with any hearings on any related applications such as a related Zoning Map amendment. Following the hearing, the Commission shall recommend to the Council approval or disapproval of the application.
 - 5. *City Council Decision.* The City Council shall have sole authority to approve a Planned Community Master Plan. The City Council shall consider each application and the recommendation of the Planning Commission at a public hearing, which it may hold concurrently with any hearings on any related applications. Following the hearing, the City Council shall approve or disapprove the application by reference to the findings required for approval. The City Council shall only approve the application by ordinance.
 - 6. *Findings Required for Approval.* The City Council shall only approve a Planned Community Plan shall only approved if it makes the following findings:

- a. The Planned Community Master Plan is consistent with the General Plan, inclusive of any amendments proposed and approved as part of the application for the Planned Community Master Plan.
 - b. The Planned Community Master Plan is consistent with the Brea Envisions Community Strategic Plan.
 - c. The Planned Community Master Plan would provide for an innovative development in an area of the City that presents unique planning challenges due to considerations such as geography, topography, and changing patterns of development not otherwise addressed by the City's existing zoning rules.
 - d. The properties included in the Planned Community Master Plan are suitable for the uses specified therein, in terms of access, size, their relationship to adjacent properties and similar or related uses, and other considerations deemed relevant by the City Council.
 - e. The Planned Community Master Plan is in the best interest of the City as a whole.
7. *Amendment.* A Planned Community Master Plan may be amended subject to the same procedures and requirements applicable to its adoption.
- H. *Interpretation.* Each adopted Planned Community Master Plan shall be construed in the manner most consistent with the General Plan, this Chapter, and the purposes for and findings upon which the Planned Community Master Plan was adopted. Any uncertainty or ambiguity in the requirements or application of any adopted Planned Community Master Plan may be resolved pursuant to the administrative interpretation process found in Section 20.408.010.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 11/06/2018
SUBJECT: October 16, 2018 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES October 16, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Closed Session to order at 6:05 p.m., all members were present.

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 Real Property Negotiator Pursuant to Government Code § 54956. 8

Addresses: APNS 312-031-03, 315-091-05, 315-091-09, 315-091-11, 315-091-12 and 315-091-14

Negotiators: David Crabtree and Bill Gallardo, City of Brea; Steve Hobbs, Conservation Fund; Property Owners: Oslic Holdings, LLC

Under Negotiation: Price and Terms.

Mayor Parker adjourned the Closed Session at 6:32 p.m.

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Study Session to order at 6:37 p.m., all members were present.

3. Public Comment

Doug Crawford spoke about after hours noise coming from Yardhouse Restaurant and the adjacent parking lot.

4. Clarify Regular Meeting Topics

Councilmember Vargas inquired on the text of the Ordinance related to item 15, Commissioner appointment and removal procedures.

DISCUSSION ITEM

5. **Review Draft and Details of Wildlife Management Plan – Coyotes**

Management Analyst Pharis presented the details of the report including the background, reported meetings with a wildlife consultant and noted that the intent of the plan to educate and guide residents on how to handle coyotes. She also discussed the process and next steps, including the adoption of a Wildlife Management Plan and the establishment of an ordinance regarding the prohibition of feeding wildlife.

Mayor Pro Tem Marick inquired as to what the changes for the community will be.

Captain Burks explained that there would be no significant change, except in the instance that the City should receive a complaint, there would be established guidelines on how to handle the issue.

Councilmember Vargas inquired as to how many recorded coyote sightings have been reported since the beginning of the year.

Captain Burks noted that there have been 12 recorded sightings and encouraged residents to contact US Fish and Wildlife Service should they encounter a coyote.

Council directed staff to conduct further research and bring back their findings to Council at a later date.

REPORT

6. **Council Member Report**

None.

Mayor Parker adjourned the Study Session at 6:55 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Parker called the General Session to order at 7:04 p.m., all members were present.

7. **Pledge of Allegiance**

Girl Scout Troop 3547 led the Pledge of Allegiance.

8. **Invocation**

Daniel Mendoza, Celebration OC delivered the invocation.

9. **Presentation: Small Town, Big Spirit**

Mayor Parker displayed a photo slideshow on the Mayor's theme for 2018, "Small Town, Big Spirit."

10. **Report - Prior Study Session**

City Manager Gallardo provided the Study Session report.

11. **Community Announcements**

Mayor Parker announced that on Sunday, October 14th, 62 of Brea's young artists got the chance to participate in Brea Loves Art! The event included seven teams of students from schools or youth programs, who were challenged with designing artwork depicting the theme, "Small Town, Big Spirit," and bringing it to life with vibrant color and creativity. The City was thrilled to have the support of sponsors Brea Rotary and Blick Art Materials who gave the City's talented youth the chance to "Experience Brea Arts!"

Mayor Pro Tem Marick announced that the City of Brea is participating in the Great Shake Out and Thursday, October 18 will be the world's largest earthquake drill. She encouraged everyone to prepare and practice earthquake safety techniques in the event of a disaster. She also encouraged the everyone to visit ShakeOut.org.

Councilmember Vargas invited the community to join the City Council in honoring our Veterans at the City of Brea's annual Veterans Day Ceremony on Monday, November 12 at 10 a.m. The ceremony will be held at the Brea War Memorial located on the first floor of the Brea Civic & Cultural Center. He encouraged everyone to come together and show thanks to those who have served and continue to serve our wonderful country. Visit BreaWarMemorial.com for more information.

Councilmember Hupp invited the community to bring some spooky spirit to the Curtis Theatre for the Orchestra Collective of Orange County's Halloween Spooktacular next weekend on October 27-28. This Halloween concert will feature thrilling, chilling favorites including orchestral pops suites and other Hollywood hits played by a 60-piece professional orchestra. Tickets go on sale to the public on December 11 for the Brea Youth Theatre's production of "Seussical." Produced in partnership with Stagelight Family Productions. For more details and to purchase tickets, visit CurtisTheatre.com.

Councilmember Simonoff reminded the community that the last day to register to vote is Monday, October 22. Election Day is followed up shortly on November 6. For more information on the voting process, visit OCVote.com.

12. Matters from the Audience

Danielle Eby spoke about her Girl Scout Gold Award project regarding flag retirement and flag etiquette. She asked Council to allow her to add drop box locations at various City centers for residents to leave retired flags and assist in the publicizing of her program.

Cassidy Eden thanked the City for improvements at the Sports Park and spoke about safety needs at local schools and netting at Tamarack Park.

Steve Shatynski invited residents to attend the Veterans Day Memorial event at City Hall.

Linda Silva expressed concerns about Heritage Plaza Senior Apartments.

Sean Thomas expressed concerns about campaigning issues.

Dwight Manley noted an improvement in relations between staff, Council and the community. He also encouraged Council to identify resources and prepare for the City's financial future.

Keith Fullington spoke about traffic signaling surrounding the Post Office on Birch Street and also at the intersection of Ash Street and Brea Boulevard.

13. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo and Mayor Parker responded to public inquiries.

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

14. Public Hearing on General Plan Amendment No. GPA 18-01 and Zoning Ordinance Amendment No. ZOA 18-02

Community Development Director Crabtree presented the details of the staff report including an overview, brief background and noted one (1) correspondence received as a result of the Public Hearing Notice.

Assistant City Attorney Flower explained the details of the zoning ordinance amendment, definition of the Planned Community Zone, and the process for approval of the zone. He explained the process once the zone should be approved, which will include amending the map; approval of a Master Plan; Environmental Impact Review; Mitigated Negative Declaration; Planning Commission hearing, and City

Council hearing.

City Planner Lilley reviewed the elements which will be required for applications utilizing the Planned Community Zone and summarized that the PC Zone will be used as a tool to define a clear process and means for approval.

Mayor Parker opened the public hearing.

Dwight Manley read two (2) items into the record and spoke regarding the development of the City.

Mayor Parker closed the public hearing.

Councilmember Simonoff inquired about the potential for overlap between the Brea Core Plan and the PC Zone.

Community Development Director Crabtree noted there are no conflicts between the Brea Core Plan and the PC Zone.

City Attorney Markman noted that this tool gives the City more control.

Mayor Pro Tem Marick spoke about the current PC Zone, Brea Core Plan, zone boundaries, report findings, equal opportunities for developers and sizing.

Assistant City Attorney Flower noted that there is no minimum size for the PC Zone and spoke about spot zoning, the draft ordinance and existing zoning.

Councilmember Vargas spoke about the letter received in response to the Public Hearing Notice and spoke in favor of the proposed PC Zone.

Mayor Parker spoke about public engagement and the public review process.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to adopt Resolution No. 2018-057, a Resolution of the City Council of the City of Brea approving General Plan Amendment GPA 18-01 regarding the Planned Community (PC) Zone and amending the City of Brea General Plan regarding the same.

AYES: Mayor Parker, Council Member Hupp, Council Member Simonoff, Council Member Vargas

NOES: Mayor Pro Tem Marick

Passed

Motion was made by Council Member Vargas, seconded by Council Member Hupp to introduce Ordinance No. 1206 for first reading, approving Zoning Ordinance Amendment No. ZOA 18-02, an Ordinance of the City of Brea regarding the requirements and procedures for implementing the Planned Community (PC) Zone and amending the Brea Municipal Code regarding the same.

AYES: Mayor Parker, Council Member Hupp, Council Member Simonoff, Council Member Vargas

NOES: Mayor Pro Tem Marick

Passed

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

15. Adoption of Ordinance No. 1205, Commissioner Appointment and Removal Procedures and Amendment to the Brea City Code

City Attorney Markman clarified the Ordinance and read the title.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to adopt Ordinance No. 1205, updating the process for appointment and removal of Council Appointed Commissioners and amending the Brea City Code.

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

Passed

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

CITY COUNCIL - CONSENT

16. October 2, 2018 City Council Regular Meeting Minutes

The City Council approved the October 2, 2018 City Council Regular Meeting Minutes, as amended.

17. Purchase of Self-Contained Breathing Apparatus (SCBA) Bottles

The City Council ratified an emergency purchase order to AllStar Fire Equipment in the amount of \$61,846.51 for the purchase of Self-Contained Breathing Apparatus (SCBA) bottles.

18. Outgoing Payment Log and October 5 and 12, 2018 City Check Registers

Receive and file.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City Consent Calendar Items 16 - 18.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

19. City Manager

City Manager Gallardo announced the retirement of Brea Fire Chief Knabe.

20. City Attorney

None.

COUNCIL ANNOUNCEMENTS

Councilmember Simonoff requested the meeting be adjourned in memory of Charles "Churck" Clough.

ADJOURNMENT

Mayor Parker adjourned the General Session at 9:14 p.m. in memory of Charles "Chuck" Clough.

Respectfully submitted,

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

Lillian Harris-Neal, City Clerk

Glenn Parker, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Amendment to Professional Services Agreement with MTGL, Inc. for Additional Construction Materials and Soils Testing Services on Capital Improvement Projects

RECOMMENDATION

Approve the Amendment to Professional Services Agreement increasing the annual contract amount from \$50,000 to \$150,000.

BACKGROUND/DISCUSSION

On July 1, 2015, the City Council approved a Professional Services Agreement (PSA) with MTGL, Inc. to provide Construction Materials and Soils Testing (Geotechnical) services for various Capital Improvement Projects on an "As-Needed (On-Call)" basis (see Contract). The PSA includes a not-to-exceed amount of \$50,000 per year with an initial one-year term and provisions for three one-year extensions making the total possible contract term four (4) years. To date, the PSA term has been extended three times with the current term from July 1, 2018 to June 30, 2019.

Throughout the span of this On-Call PSA for Geotechnical services, MTGL has provided services on several high-priority projects including The Glenbrook Tract Water Line Replacement and Street Rehabilitation (CIP 7452), The Tracks at Brea, Segments 6, 2 and 3 (CIP 7873), and The Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades (CIP 7929).

In the previous PSA term, July 1, 2017 to June 30, 2018, the City increased the annual amount from \$50,000 to \$140,000 as a result of several issues regarding the Lagos De Moreno Park Upgrades (CIP 7929). One major issue consisted of an unforeseen six inch (6") sewer lateral that was discovered during excavation which required replacement. As a result, the original completion date of November 28, 2017 was pushed to June 2018. Subsequent to the aforementioned issues, the primary contractor continued to cause numerous construction delays due to poor performance, as well as unorthodox means and methods. This caused the need for frequent additional site visits by MTGL staff for special inspection and materials testing.

Collectively, between the unforeseen issues and the contractor's numerous construction delays, CIP 7929 was significantly completed on September 28, 2018. With a substantial completion date of September 28, 2018, the contractor is 172 working days over the time specified in the contract.

As a result, MTGL provided additional services for the project past the extended estimated completion date of June, 2018 to September 28, 2018 which resulted in a total amount of

\$150,000, which is \$100,000 over the current allowable annual limit of the PSA. In order to increase the purchase order so these extra charges can be accommodated, the annual PSA amount of \$50,000 will need to be increased. Staff has prepared a PSA Amendment (Amendment No. 2) to increase the annual not-to-exceed third extended term amount from \$50,000 to \$150,000, which will cover the added CIP 7929 project costs (see Amendment #2).

COMMISSION/COMMITTEE RECOMMENDATION

Finance Committee reviewed this report at their October 30, 2018 meeting. The committee recommended approval to City Council with a comment that staff investigate ways City Council can review change orders on future contracts as they're being issued by staff.

FISCAL IMPACT/SUMMARY

Amendment No. 2 to the MTGL annual "As-Needed (On-Call)" PSA for Geotechnical services will allow staff to increase the amount of the purchase order to \$150,000 for CIP 7929, which will cover the work up to September 28, 2018. Therefore, staff recommends amending the PSA with MTGL to increase the not-to-exceed amount from \$50,000 to \$150,000 for the third extended term.

All costs related to MTGL services are included in the approved budget for the aforementioned project. As indicated by the table below, there are sufficient funds within the project to cover the cost of purchase order changes within the Amendment, therefore, there will be no impact to the General Fund.

CIP #	Project Name	Approved Budget	Expenditures To Date	Remaining Balance
7929	Lagos De Moreno Park	\$3,271,473	\$2,960,271	\$311,202

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Raymond Contreras, Assistant Engineer
Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Contract
Proposal
Amendment

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of July 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and MTGL, Inc. (hereinafter referred to as "CONSULTANT").

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction materials and soils testing services for various capital improvement projects on an "as-needed (on-call)" basis ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City's Planning Commission, City Council and staff to complete said Tasks.

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

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

B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit "A" hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits “A” hereto.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the assigned Tasks in accordance with Exhibits “A” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

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

(c) CONSULTANT shall, at CONSULTANT’s sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except as may otherwise be set forth in Exhibit “B” and upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of **fifty thousand dollars and zero cents (\$50,000.00)**. The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Raul Y. Lising, P.E.
Interim City Engineer
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Steven Koch
Senior Vice President
2992 E. La Palma Avenue
Anaheim, CA 92806

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

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

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

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

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

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

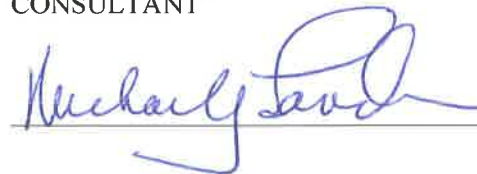
13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

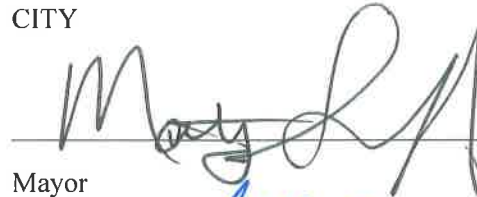
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



Michael J. Landon, President
MTGL, Inc.

CITY



Mayor

Attest: 

EXHIBIT "A"



CITY OF BREA

PUBLIC WORKS DEPARTMENT - ENGINEERING
DIVISION

REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services
for
**Construction Materials
& Soils Testing Services
FY 2015-2016**

Engineering Division
Public Works Department
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

Key RFP Dates

Issued:	April 16, 2015
Written Questions:	May 1, 2015
Proposals Due:	May 15, 2015

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CITY OF BREA

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Materials & Soils Testing Services
for FY 2015-2016

April 2015

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Raul Lising, P.E.
Interim City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

no later than 2:00 P. M. on May 15, 2015. Original plus two (2) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Materials & Soils Testing Services for FY 2015-2016." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

Raul Lising, P.E.
Interim City Engineer
Phone: 714-671-4450
Email: raull@cityofbrea.net

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. CITY CONTACT

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Raul Lising, P.E.
Interim City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle, Brea, CA 92821-5732
Phone: 714-671-4450, Fax: 714-990-2258
Email: raull@cityofbrea.net**

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., May 1, 2015.

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Materials & Soils Testing Services for FY 2015-2016 RFP". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail or Personal Courier:
Raul Lising, P.E., Interim City Engineer, Engineering Division
– Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
 - (2) Facsimile: Fax number is 714-990-2258.
 - (3) E-Mail: Raul Lising, P.E., Interim City Engineer, e-mail address is raull@cityofbrea.net.

3. Consultant Project Manager - Contact Information

The requested services are for Construction Materials & Soils Testing Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: raull@cityofbrea.net. This information may be made available to the DBE/UDBE organizations and companies.

4. City Responses

Responses from the City will be posted on City's website or e-mailed, no later than close of business on May 11, 2015.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to raull@cityofbrea.net with the subject title "Email notifications for Construction Materials and Soils Testing Services RFP".

E. SUBMISSION OF PROPOSALS

1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on
May 15, 2015.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

2. Address

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Raul Lising, P.E.,
Interim City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

3. Identification of Proposals

Offeror shall submit original plus two (2) copies and PDF (on CD or Flash Drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"Construction Materials & Soils Testing Services for FY 2015-2016 RFP"

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. PROTEST PROCEDURES

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Raul Lising, P.E.
Interim City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

I. FEE PROPOSAL

Provide a schedule of hourly rates that will be charged to perform services specified in Section V. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

J. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

K. INSURANCE REQUIREMENTS

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Raul Lising, P.E., Interim City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Inspector and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

c. Detailed Work Plan

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

4. Fee Proposal

Provide a schedule of hourly rates that will be charged to perform services specified in Section VI. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III

EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the offers received based on the following criteria:

1. Qualifications of the Firm - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.

2. Proposed Team and Organization - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.

3. Detailed Work Plan - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.

4. Fee Proposal - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

SECTION IV
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and _____ (hereinafter referred to as “CONSULTANT”),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to _____ (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY’s Planning Commission, City Council and staff to complete said Tasks.

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

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

B. Agreement

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

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

(a) Tasks: The provision of professional consulting advice and assistance as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and, as directed, attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to said services.

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

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks in accordance with Exhibits “A” and “B” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents, including all supplemental technical documents (hereinafter collectively referred to as “documents”), as described in Exhibits “A” and “B” to CITY within the time specified by CITY’s written notice to proceed with any assigned Tasks. Copies of documents shall be in such numbers as are required in CITY. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth in said written notice to proceed may be extended upon written approval of CITY.

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "C" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "C". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount in excess of _____ (\$000.00)

4. CITY agrees to provide to CONSULTANT:

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

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

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

(c) Such information as is generally available from CITY files applicable to assigned Tasks.

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

5. Ownership of Written Product:

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

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

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal

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

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle

Consultant Address

Brea, CA 92821

Consultant Address

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

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

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

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waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

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signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

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10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

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

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leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

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

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

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

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

CONSULTANT

CITY

Mayor

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

I. PROPOSED SCOPE OF SERVICES

A. WORK DEFINITION

The City of Brea is proposing approximately \$28 million in capital improvements for FY 2015-2016, with additional funding planned for future years. The capital improvement program includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction materials and soils testing services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

B. SCOPE OF SERVICES

More specifically, construction materials and soils testing services shall include, but are not limited to:

Acceptance Testing (AT) Services

1. Collecting concrete samples and testing their strength.
2. Checking subgrade compaction for concrete and asphalt construction.
3. Perform tests for sieve analysis, sand equivalent, and cleanness, as needed.
4. Checking compaction of asphalt pavement and overlays.
5. Performing plant inspection at facilities supplying concrete and hot mix asphalt.
6. Provide test results to the City.
7. Provide summary report of testing results.
8. Perform testing and sampling according to the City’s Quality Assurance Plan (QAP) and Caltrans procedures.

Independent Assurance Program (IAP) Testing Services

9. Verify that sampling and testing procedures are being performed properly and in accordance with the City's QAP and Caltrans procedures.
10. Verify certifications of samplers and testers.
11. Perform split sample tests as necessary.
12. Maintain witness test records.
13. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
14. Verify that all plant inspections are being performed correctly by qualified testers.
15. Provide summary report of quality assurance results.
16. Perform such other similar and related tasks as may be assigned by the City Engineer.

C. REQUIRED LICENSES AND CERTIFICATES

The laboratory performing the construction materials and soils testing and all samplers and testers must possess valid certifications as may be required by Caltrans.

SECTION VI
PROPOSED FEE SCHEDULE

SECTION VI -- PROPOSED FEE SCHEDULE

I. Proposed Fee Schedule

The proposed fee schedule shall be submitted on the form on the following page.

In addition, the Offeror shall submit a schedule of fees and hourly rates for all services and laboratory tests they provide.

PROPOSED FEE SCHEDULE

CONSTRUCTION MATERIALS & SOILS TESTING SERVICES

FY 2015-2016

OFFEROR NAME:

ITEM	FEE	UNIT
Principal Engineer - Materials		Per Hour
Field Technician		Per Hour
Concrete batch plant inspection		Per Hour
Asphalt batch plant inspection		Per Hour
Asphalt compaction testing		Per Hour
Vehicle and equipment		Per Hour or Day
Mileage		Per Mile
Final Report		Lump Sum
Minimum charge for show up		Hours
Charge if more than 8 hours work		Per Hour
Reimbursable item mark-up		Percent
Laboratory tests		
Soil/base maximum density		Each
AC maximum density		Each
Concrete compression strength tests		Each
Soil/base in-place density and moisture		Each
AC in-place density		Each
Asphalt – extraction, gradation and % asphalt		Each
Cleanliness value		Each
Moisture content and dry density		Each
Sand equivalent		Each
Sieve analysis		Each
Slurry seal		Each

SECTION VII

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____

SECTION VIII

Federal Provisions

(FOR REFERENCE ONLY)

Exhibit 10-I Notice to Proposers DBE Information



**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. **DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. **RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

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Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not **excessive** as compared with fees charged for similar services.

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____ 23. Local Agency Representative Name (Print) _____ 24. Local Agency Representative Signature 25. Date _____ 26. Local Agency Representative Title 27. (Area Code) Tel. No.		13. Total Dollars Claimed <div style="border-top: 1px solid black; text-align: right;">\$ _____</div>	14. Total % Claimed <div style="border-top: 1px solid black; text-align: right;">_____ %</div>
Caltrans to Complete this Section Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____ 28. DLAE Name (Print) 29. DLAE Signature 30. Date		15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date 19. (Area Code) Tel. No.	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Statement of Qualifications

EXHIBIT "B"

Proposal for Construction Materials & Soils Testing
Services; FY 2015-2016



P-15-263

May 13, 2015

Presented to:
Mr. Raul Lising, P.E.
Interim City Engineer
City of Brea
1 Civic Center Circle
Brea, CA 92821

Presented by:
Steven Koch, MTGL Inc.
2992 E. La Palma Ave., Ste. A
Anaheim, CA 92806
Office: (714) 632-2999
Fax: (714) 632-2974
Email: skoch@mtglinc.com
SB854 Reg No: 1000006646

Providing Value in Quality Control



Mr. Raul Lising, P.E.
Interim City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

May 13, 2015
P-15-263

Re: Proposal for Construction Materials & Soils Testing Services; FY 2015 - 2016

Dear Mr. Lising:

MTGL, Inc.'s has the best team to provide the City of Brea with on-call as-required on a short notice basis soils and materials testing and inspection services. MTGL has been providing materials and soils testing and inspection for public agencies for more than 21 years. MTGL is internationally recognized with our ISO Certification. MTGL is a registered woman-owned, minority, **disadvantaged business enterprise** and professionally staffed to provide the City with comprehensive soils materials testing services. MTGL has the ability to provide all of the services required under this RFP and does not have any need for subconsultants.

MTGL has reviewed the Request for Proposals and asserts that we are the best team to provide services under this contract for the following reasons:

- **LOCAL FIRM** – MTGL's corporate office and fully certified in-house laboratory is located in Anaheim, California. Our office is located at 2992 E. La Palma Avenue, Suite A, Anaheim, California 92806 which is just 6 miles from the City.
- **EXPERIENCE** – For over 21 years, MTGL has provided these services throughout Southern California.
- **INSURANCE** – MTGL has reviewed the City's Standard Insurance Language as presented in the sample agreement in the RFP. MTGL is capable of providing \$10,000,000 in insurance coverage, well above the City's requirements, and of listing the City as another insured.
- **TEAM**—MTGL has over 85 full-time employees, including highly qualified and experienced soils and geotechnical engineers, special inspectors, building inspectors, materials testers, and registered geologists to perform the services required under this contract. Our project team has over a century of combined experience in providing identical services to other municipalities and public agencies. MTGL is one of the few laboratories that already has the capabilities of providing the new Caltrans Superpave Testing.

Mr. Steven Koch, Senior Vice President will serve as the primary point of contact during and after the review process. Mr. Koch can be reached at: 2992 E. La Palma Avenue, Anaheim, California 92806, Tel: 714.632.2999, Fax: 714.632.2974, Email: skoch@mtglinc.com. This proposal is valid for a period of 90 days from the date of submittal. All of the information submitted in our proposal is true and correct to the best of our knowledge.

Thank you for the opportunity to provide services to City. If you have any questions or need any additional information please feel free to contact the undersigned at (714) 632.2999.

Respectfully submitted,
MTGL, Inc.

Steven Koch
Senior Vice President



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SECTION A | QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF OFFEROR

In its 18 year history, MTGL has never had a contract terminated. Our municipal clients return to us for their geotechnical and materials testing needs.

MTGL, Inc. has provided Geotechnical, Special Inspections and Materials Testing Services for numerous agencies and municipalities. Specific examples of public works projects include:

- Annual Contract – Street Improvement, City of Santa Ana, CA
- On-Call Geotechnical and Materials Testing, City of Lake Forest, CA
- Pacific Street Bridge, Oceanside, CA
- Limonite Avenue Street Improvements, Mira Loma, CA, Riverside County EDA
- Tom Bradley Terminal Expansion, Los Angeles, CA
- Mission Valley Transit Light Rail Tunnel and Underground Station, San Diego, CA
- I-15 Transit Station, San Diego, CA
- Parking Structure at the Alhambra, Alhambra, CA
- John Wayne International Airport Parking Structure, Costa Mesa, CA
- Pacific Street Bridge, Oceanside, CA
- San Vicente Dam Pipeline, San Diego County, CA
- Ontario Airport In-Line Baggage Screening System, Ontario, CA
- Wounded Warrior BEQ, Camp Pendleton, CA
- City of Chino Hills Civic Center, Chino Hills, CA

AGUA MANSA ROAD IMPROVEMENT PROJECT, COLTON, CALIFORNIA



The Agua Mansa Road Improvement Project is a much needed improvement and widening of the Agua Mansa Road for future development. The project consists of preparing the road for widening by grading, trenching and placing pipe for new utilities. The quality control needs for this project relied heavily on the testing of the Recycled Rubberized Asphalt. Due to MTGL Inc.'s experience in this type of work, the Agua Mansa improvement has been another quality product.

MTGL provided Quality Control Services by performing precise grading observation, testing, sampling and analysis of soil and asphalt, special inspections and testing of concrete, reinforcing steel, masonry, and structural steel components.

Owner:

City of Colton
Reggie Torres
(909) 370-5056

Construction:

2009 - 2010

Construction Budget:

\$382,815



FRED WARING DRIVE REHABILITATION, PALM DESERT, CALIFORNIA

**Owner/Client:**

City of Palm Desert
Ryan Gayler
(760) 346-0611

Construction:

2010

Construction Budget:

\$834,000

The City of Palm Desert is a charter city within the Coachella Valley committed to maintaining its public facilities and roadways. Fred Waring Drive is a large vein running through the heart of Palm Desert. The City of Palm Desert once again teamed with MTGL Inc. to provide a quality product that would serve the community. Fred Waring Drive was overlaid with a plasticized asphalt provided by Match Construction for its durability and performance in consideration of a high traffic area.

MTGL provided all required Materials Testing and Inspection Services for the project, to include: Soil Compaction Testing and Observation, Asphalt Density and Testing. The City of Palm Desert is a charter city within the Coachella Valley committed to maintaining its public facilities and roadways. Fred Waring Drive is a large vein running through the heart of Palm Desert. The City of Palm Desert once again teamed with MTGL Inc. to provide a quality product that would serve the community. Fred Waring Drive was overlaid with a plasticized asphalt provided by Match Construction for its durability and performance in consideration of a high traffic area.

MTGL provided all required Materials Testing and Inspection Services for the project, to include: Soil Compaction Testing and Observation, Asphalt Density and Testing.

CITY OF ORANGE LIBRARY EXPANSION



The City of Orange Main Library will add 28,000 square feet of space to the existing building with a two-story wing and History Center expansion. This project, located at East Chapman Avenue and North Center Street was completed in April of 2007. The library expansion is styled in a Spanish Colonial Revival design which blends into the historic Old Towne district. It provides space for twice as many books as well as a homework center, literacy center, local history room, Friends' bookstore, community meeting space and two and a half times as many computers that were available.

MTGL provided the Geotechnical, Materials Inspection and Laboratory Testing Services for the City of Orange Main Library and History Center Expansion. This included soils testing during construction as well as concrete, structural steel, and masonry testing and inspections.

Client:

City of Orange
300 East Chapman Ave.
Orange, CA 92866

Mr. Majid A. Farhat, P.E.
Senior Civil Engineer
(714) 744-5562

Construction Budget:

\$18,700,000.00

FACILITIES MAINTENANCE AND OPERATIONS BUILDING – LOS ANGELES HARBOR COLLEGE

As part of the Proposition A/AA Construction Bond, Los Angeles Harbor College is building a new 35,000 square foot Facilities Maintenance & Operations Building. This will include plant facilities offices, a workshop building, a central receiving warehouse, and storage facility. The exterior will also include a nursery area, and LACCD's largest single building photovoltaic system that will provide energy for the entire campus.

This project will incorporate LEED™ (Leadership in Energy and Environmental Design) certified green building standards, making the campus more energy-efficient and in harmony with the environment.

MTGL provided materials testing and construction inspection of reinforced concrete, structural steel, structural masonry, mortar, grout, high strength bolts, as well as soils testing during construction to the Los Angeles Community College District for this project.

Owner:

Los Angeles Community
College District
770 Wilshire Boulevard
Los Angeles, CA 90017

Contact:

Mr. Mike Bishop
Project Director
(310) 835-0466

Key Personnel:

Steven Koch
Ben Lo, PE, GE
Bradley Hulse
Garlan Yett
Lee Hernandez
Val Hicks

Construction:

2006 to 2008

Project Budget:

\$11,700,000

CHINO HILLS CIVIC CENTER



MTGL, Inc. recently completed working on the development of the Chino Hills Government Center. The project included the construction of a total of five buildings. The buildings onsite include:

- The Chino Hills City Hall (59,000 square feet)
- James S. Thalman Chino Hills Branch Library (28,000 sq. ft.)
- Chino Hills Police Station (30,000 sq. ft.)
- Fire Administration Headquarters (16,000 sq. ft.)
- A 144,000 sq. ft.-5 level parking structure

MTGL provided all soils, materials testing and inspections for this project to include: Concrete, Masonry, and Fireproof Special Inspection. Testing includes: High-strength bolt, Ultrasonic, Fireproof Density, Concrete Compression, and Masonry Prism Testing.

Owner:

City of Chino Hills

Client Contact:

Michael Barnum
Vice President
Barnhart, Inc.
10760 Thornmint Road
San Diego, CA 92127
(619) 571-6093

Construction:

February 2007 to December 2008

Construction Budget:

\$91,000,000



CERTIFICATIONS

MTGL, Inc. has three fully certified laboratories in Southern California to serve the City's needs. Our laboratories are certified by numerous agencies to provide Geotechnical Investigations, Special Inspection and Materials Testing and can provide virtually any tests required.

The addresses for our laboratories are as follows:

Our certifications include:

- Caltrans
- AASHTO
- CCRL
- County of Los Angeles
- City of Los Angeles
- City of San Diego
- Army Corps of Engineers

State of California Department of Transportation
CALTRANS QUALIFIED LABORATORY INSPECTION REPORT
Form TL-0113

Expiration date: April 10, 2016
Inspected by: Afsaneh Ostovar
IA No.: 096
Phone: (916) 247-6311
File: Materials Category 500

Laboratory: MTGL, Inc. RSP ID # 66
Address: 2992 E La Palma Ave., Suite A
City: Anaheim State: CA Zip: 92806
Lab QC Mgr.: Isaac Chun Email: ichun@mtgline.com
Telephone: (714) 632-2999 Fax: (714) 632-2974

A certified Independent Assurance (IA) visited this laboratory on (Date) April 10, 2015
Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT 105	CT 106	CT 125	CT 201	CT 202	CT 204	CT 205
CT 206	CT 207	CT 213	CT 216	CT 217	CT 226	CT 227
CT 229	CT 231	CT 234	CT 235	CT 301	CT 304	CT 308
CT 309	CT 366	CT 367	CT 370	CT 371	CT 375	CT 382
CT 504	CT 518	CT 521	CT 523	CT 524	CT 533	CT 539
CT 540	CT 543	CT 552	CT 556	CT 557	LP-1	LP-2
LP-3	LP-4	LP-5	LP-6	LP-7	AASHTO T-312	AASHTO T-324

A visual check was performed and documents provided as necessary for the following items:

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper test equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and service documentation
- ☒ Calibration stickers affixed to test equipment (dated within the 12 months)

On April 10, 2015 this laboratory was Caltrans Qualified by AFSANEH OSTOVAR
Date Printed name of IA person
Afsaneh Ostovar
Signature of IA person

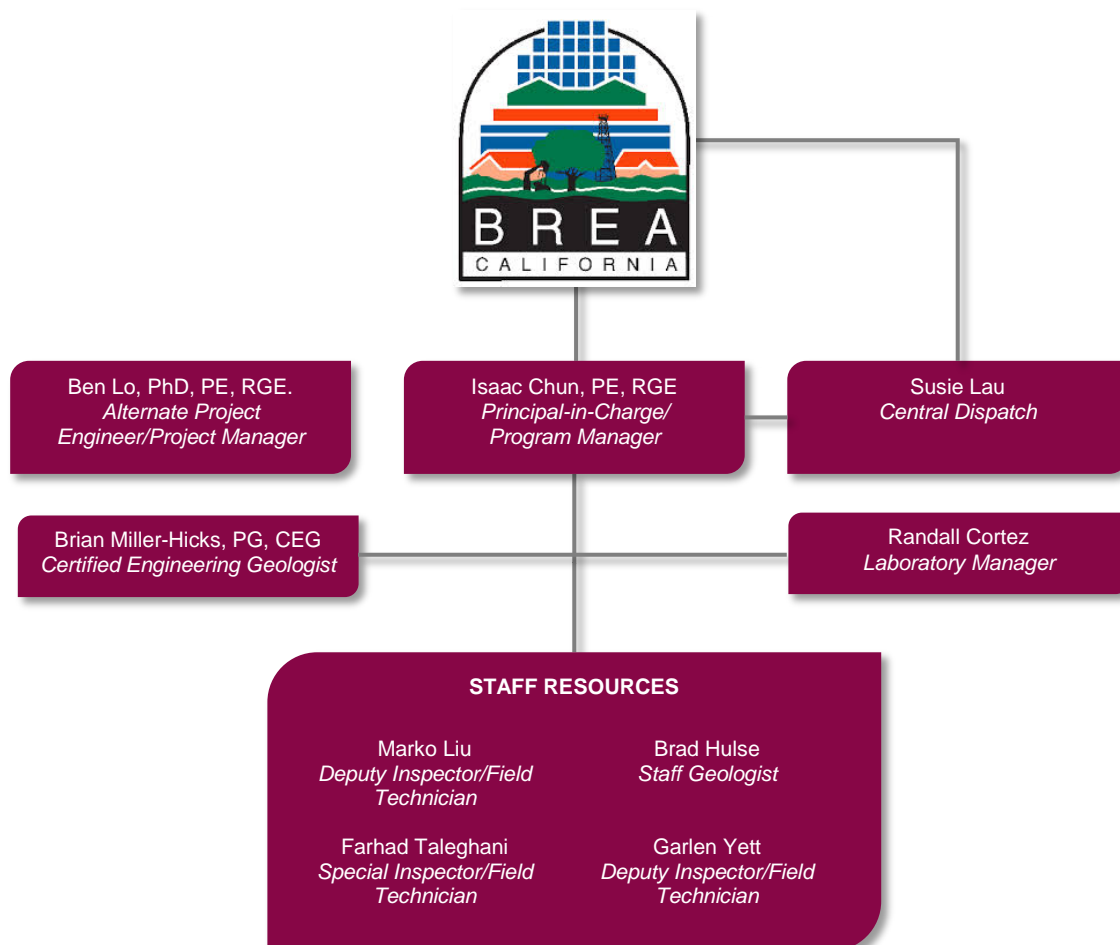
SECTION B | PROPOSED STAFFING AND PROJECT ORGANIZATION

MTGL has the best team with the experience working with the City to complete the Construction Materials and Soils Testing Services and to keep Projects on schedule and within budget.

MTGL has registered Geotechnical Engineers and a Certified Engineering Geologist available for the Project duration, field staff, including multi-certified soils technicians and inspectors.

TEAM ORGANIZATION CHART

The chart below illustrates our staff that would be assigned to provide services to the City. In addition, full resumes of





PROJECT TEAM

Below are descriptions and resumes for personnel responsible for managing and supervising the contract services. The individuals listed in our submittal are available for the duration of the contract.

Isaac Chun, PE, GE, Vice President – Principal-in-Charge/Program Manager. Mr. Chun is a registered geotechnical and civil engineer with over 17 years of experience on geotechnical, soils, materials and inspection projects. Mr. Chun will provide project oversight to the City purchase orders and will be the primary point of contact for the City. Mr. Chun can be reached at our Anaheim office at 714.632.2999 or via email at ichun@mtginc.com.

Mei-Ban Lo, Ph.D., PE, GE, Alternate Project Engineer/Project Manager. Mr. Ben Lo has over 47 years of experience in the engineering, materials testing, and geotechnical field and will provide technical assistance to Mr. Chun.

Bryan Miller-Hicks PG, CEG. – Certified Engineering Geologist. Mr. Miller-Hicks will assist the project managers in addressing any geological issues encountered by the projects.

Randall Cortez – Laboratory Manager. Mr. Cortez has over 6 years of experience in the geotechnical and construction materials testing industry. Mr. Cortez will manage laboratory and field testing to ensure quality and accuracy. He has certifications in the testing of asphalt, concrete, and soil. His responsibility includes ensuring quality assurance on his projects. He has lead audits for AMRL, CCRL, CalTrans, and ACOE.



ISAAC CHUN, PE, GE | ALTERNATE PROJECT ENGINEER/PROJECT MANAGER

Education

- B.S. Civil Engineering, California Polytechnic University Pomona

Certifications

- Geotechnical Engineer / CA 2649
- Civil Engineer / CA 59431

Summary

Mr. Chun has over 17 years of experience on a wide range of private and public works projects throughout Southern California including materials and soils testing/inspection projects for new construction and redevelopment projects. Mr. Chun has extensive experience in managing projects and technical staff, conducting preliminary geotechnical design projects, rough grading and post grading inspection and testing services, compaction testing and recommendations. Further experience includes materials inspection and testing during construction.

Professional Experience

- Brea Canyon Road Grade Separation, Walnut, CA
- 7th Street Grade Separation, Industry, CA
- Annual Street Improvement Project, Chino, CA
- Euclid Avenue Rehabilitation, Upland, CA
- Mission Avenue Rehabilitation, Montclair, CA
- Ramona Avenue Rehabilitation, Montclair, CA
- Summit Avenue Reconstruction, Fontana, CA
- Cherry Avenue Reconstruction, Fontana, CA
- State Route 210 Extension
- I-10 Freeway Pavement Evaluation, Montclair, CA
- Foothill Boulevard Improvements, Rancho Cucamonga, CA
- Carnellian Boulevard Improvements, Rancho Cucamonga, CA
- Hidden Paradise Ranch and Bouquet Canyon Development, LA County, CA
- College Park Master Planned Community, Chino, CA
- Hyundai/Kia Proving Grounds, California City, CA
- San Bernardino International Airport, San Bernardino, CA
- Victoria Groves Retail and Residential Development, Rancho Cucamonga CA
- Sierra Lakes Master Planned Community Development, Fontana, CA
- Metropolitan Water District Inland Feeder Pipeline, Riverside County, CA
- Metropolitan Water District San Diego Pipeline #12, San Diego, CA
- Prado Dam Embankment and Outlet Works, Riverside County, CA
- Inland Empire Utility Authority, Multiple Pipelines, Rancho Cucamonga, CA
- Metropolitan Water District Inland Feeder Pipeline, Riverside County, CA



MEI-BAN "BEN" LO, PHD, RGE, RCE | PROJECT MANAGER/ENGINEER

Education

- Ph.D. (1981) Geotechnical Engineering, Century University
- M.S. (1964) Geotechnical Engineering, McMaster University
- B.S. (1964) Geotechnical Engineering, McMaster University

Certifications

- Geotechnical Engineer: California (G-2088)
- Civil Engineer: California (C-41581), Arizona (20605), New Mexico (10049) Colorado (31456), Nevada (14669), Hawaii (2549), Ohio (34061), Guam (247)

Summary

Dr. Lo has more than 47 years of experience in the field of Geotechnical and Civil Engineering, construction material testing and associated construction activities. He has participated in the geotechnical investigation and construction of numerous water line projects, high rise developments, subdivision developments, industrial complexes, land reclamation, tank farms, reservoirs and dams, harbors, airports, highways, bridges, tunnels, refineries and resort developments located in California, Colorado, Arizona, Rhode Island, Guam, Hawaii, Singapore, Malaysia, Indonesia, Thailand, Philippines, Taiwan and China. He has conducted the investigation and stabilization design for reclaimed landing Connecticut and Singapore. He also directed the investigation and provided remedial design for a number of distressed structures including a four-story high underground theatre in Singapore. Dr. Lo also has been responsible for quality control material testing on multiple high profile public agency projects in the Inland Empire and surrounding counties.

Professional Experience

- Altura Credit Union; Murrieta, CA
- Cabazon Sheriff Station; Cabazon, CA
- Chicks Sporting Goods – Murrieta Plaza; Murrieta, CA
- City of Indio Teen Center, Indio, CA
- City of Victorville Wastewater Treatment Plant, Victorville, CA
- Coachella Valley Water District, Dike #4, La Quinta, CA
- Coachella Valley Water District, Highway 86 Transmission Main, Mecca, CA
- College of the Desert Infrastructure Phase 3, Palm Desert, CA
- Commerce Center – Phase II; Ontario, CA
- Corona Valley Marketplace; Corona, CA
- County of Riverside Blythe Animal Shelter, Blythe, CA
- County of Riverside La Sierra Fire Station No. 8, Riverside, CA
- County of Riverside Lake Mathews Fire Station, Lake Mathews, CA
- County of Riverside Mecca Sheriff Station & Library, Mecca, CA
- County of Riverside Mesa Verde Community Center, Mesa Verde, CA
- County of Riverside Palm Desert Sheriff Station, Palm Desert, CA
- County of Riverside Perris Sheriff Complex; Perris, CA
- County of Riverside RCIT Building, Blythe, CA
- County of Riverside Smith Correctional Facility, Banning, CA
- Date Street Plaza Retail Building; Murrieta, CA
- Desert Sky Plaza; Victorville, CA
- Empire Tower – Building V / Empire Parking Structure; Ontario, CA
- Moreno Valley Medical Center; Moreno Valley, CA
- Mt. San Jacinto Community College Scene Shop, San Jacinto, CA
- Mt. San Jacinto Learning Resource Center; Menifee, CA
- Murrieta Library; Murrieta, CA
- Redlands Logistics Center; Redlands, CA
- Roripaugh Ranch Fire Station; Temecula, CA
- University of California, Riverside – Psychology Building; Riverside, CA
- Vernon Fire Station No. 2 – Replacement & Public Works Ctr.; Vernon, CA
- Wickes Furniture; Corona, CA
- Willow Street Industrial; Rialto, CA
- Wolf Creek Fire Station; Temecula, CA
- Yucaipa Retail Center; Yucaipa, CA



FARHAD TALEGHANI | RESIDENT INSPECTOR

Certifications

- Certified ICC – Reinforced Concrete, Structural Masonry, and Structural Steel/Welding
- Certified ACI – Concrete
- Certified LA County – Concrete
- Certified City of Orange County – Concrete, Masonry, Steel
- Certified City of Irvine – Concrete, Masonry, Steel
- Certified DSA – Masonry, Shot Crete
- Certified for Nuclear Density Gauge

Summary

Mr. Taleghani has over 24 years of experience in soils and material testing and inspection, both in the field and laboratory. His soil background includes control testing and observation of over excavations, structural fills, trench excavation and backfill, pavement subgrades and footing excavations for schools and commercial projects. His work in materials includes paving inspection and testing, concrete inspection (including rebar) and batch plant inspection. He is a registered Special Inspector with ICBO in reinforced concrete, structural masonry and structural steel/welding. He is an ACI Certified Concrete Technician and licensed to use a nuclear gauge. He has been Resident Inspector on both drilled caisson and driven pile projects.

Professional Experience

- 2013-07 Rosecrans Street Rehab Phase II
- City of Orange Street Improvements 2012-2013
- La Mirada Residential Street Rehabilitation
- Euclid Avenue Rehabilitation, Upland, CA
- Mission Avenue Rehabilitation, Montclair, CA
- Summit Avenue Reconstruction, Fontana, CA
- State Route 210 Extension
- I-10 Freeway Pavement Evaluation, Montclair, CA
- Foothill Boulevard Improvements, Rancho Cucamonga, CA
- Carnellian Boulevard Improvements, Rancho Cucamonga, CA
- Hidden Paradise Ranch and Bouquet Canyon Development, LA County, CA
- College Park Master Planned Community, Chino, CA
- Hyundai/Kia Proving Grounds, California City, CA
- San Bernardino International Airport, San Bernardino, CA



GARLAN YETT | RESIDENT INSPECTOR

Certifications

- Certified ICC – Special Inspector Reinforced Concrete
- Certified ACI – Concrete Technician
- Certified Roofing / Waterproofing Inspector
- Certified Troxler / Nuclear Density Gauge Technician
- Certified City of Irvine – Asphalt Concrete Inspector

Summary

Mr. Yett has over fifteen years of experience in soil and material testing and has been with MTGL since its inception in 1993. His soil background includes control testing and observation for schools and commercial projects. In materials, his work includes concrete inspection, anchor bolt testing, waterproofing and roofing inspection. In the laboratory, his experience includes maximum densities of soil. He is ACI certified as a concrete technician and is licensed to use a nuclear gauge. Additionally, Mr. Yett is a registered Professional Engineer with ICBO for reinforced concrete and is licensed with the City of Redondo Beach as a Deputy Inspector. He is a certified Portland Cement Technician and has an asphalt concrete inspection license with the City of Irvine. Mr. Yett served as the Quality Assurance and Control monitor for the Los Angeles River, Ortiz Construction project. Mr. Yett's duties include quality assurance on all soil and aggregate operations ensuring that all Army Corps of Engineers requirements are met.

Professional Experience

- Robert Skinner Water Filtration Plant; Winchester, CA
- City of Orange Library Expansion; Orange, CA
- City of Temecula Maintenance Facility; Temecula, CA
- City of Orange Fire Station; Orange, CA
- Manhattan Beach – Fire & Police Facility; Manhattan Beach, CA
- Roripaugh Fire Station; Temecula, CA
- Army Corp. of Engineers – Los Angeles River, I-710 and Imperial; Irvine, CA
- Army Corp. of Engineers – Rio Hondo Channel for Bridge; Pico Rivera
- Army Corp. of Engineers – Pavement Rehab., John Wayne Airport; Irvine, CA



SECTION C | DETAILED WORK PLAN

CONTRACT UNDERSTANDING

The City is seeking a consultant to provide on-call as-required on a short notice basis services for construction materials and soils testing services. MTGL has the project team qualified to perform the required scope of services.

SOILS ENGINEERING, TESTING, AND INSPECTION

Soils Engineering: Soils engineering, testing, and inspection services would include preliminary site investigations for roadway and building construction including geotechnical analysis of site subsurface soils, foundations design, excavation and backfill, pavement thickness design based on R Value tests (ASTM 2844) performed on the basement soils, and the traffic indices determined by the City of Anaheim.

Preliminary Site Investigations: Preliminary site investigations will consist of field explorations utilizing a hollow stem auger drill rig, laboratory testing of representative soils in accordance with the specifications of The American Society for Testing and Materials (ASTM) or Caltrans Test Methods (CTM), and a review of the compiled data and preparation of a written report containing recommendations in accordance to generally accepted engineering principles and practices.

Compaction Testing of On-Site Improvements & Trench Backfill: Field compaction testing and laboratory testing of soils, aggregates, asphalt, and concrete during construction will be performed during grading, excavation, backfill, and aggregate and concrete placement operations. Field compaction testing will be performed by our ICC Certified Soils Inspector by either the sand cone method (ASTM D1556) or the nuclear gauge method (ASTM D2922), water content tests, and maximum density optimum moisture tests per ASTM D1557.

Trench backfill compaction tests would be taken at locations and frequencies in accordance to guidelines provided by the City of Anaheim. In general, test locations on the main trenches would be spaced no more than 300 linear feet apart and 20% of the lateral trenches would be tested. Compaction tests would be taken at mid depth in the backfill zone and in the subgrade zone in trenches with depths of 4 feet or less. One half of the tests shall be taken from each depth. Trenches deeper than 4 feet would be tested in each 4 foot lift and the subgrade zone. No tests would be taken in the bedding or pipe zone. Excavating of test holes in excess of 1.0 feet in depth would not be included within the workscope.

In addition, sub-grade compaction testing of paved areas on-site and within the street right of way will be taken at locations and frequencies in accordance to guidelines provided by the City. Subject to the City approval, test locations will be selected by our technician at locations that represent the surface appearance of the sub-grade at the time of testing. Test locations will be spaced no more than 500 linear feet apart.

Site Grading Observation: Our services will consist of rough grading operations, performing soils tests, and submittal of a soil grading report. Our technician will observe rough grading operations on a full time basis. Removal bottoms and footing excavations shall be approved by the identified project professional (i.e. GE or CEG). Water content, in place density (compaction), maximum density and optimum moisture, expansion index and soluble sulfate test will be performed at a frequency and at locations selected by the soils engineer. Our laboratory can perform other soils test, if required, subject to the City approval. During the course of construction we will notify the City in writing, with a copy to the contractor, if in our opinion, any time the work is not in conformity to the plans and specifications. Upon completion of the work we will prepare a final report for the City which will summarize our observations and the results of all tests performed. The final report will contain recommendations and opinions regarding the conformance of the completed rough grading to the intent of the plans, soil engineering reports, and specifications.

Asphaltic Concrete Lay Down Inspection: Our services will consist of inspection of the asphaltic concrete lay down and quality control during the lay down operation for conformance to the job specifications. The lay down inspection will consist of monitoring the temperature and rolling procedure for the in place density of asphaltic concrete by



nuclear method. Quality control will consist of asphaltic concrete maximum density testing for conformance to the job specifications. A written report will be provided at the completion of the work.

Our services will also include laboratory testing of the aggregate base and asphaltic concrete. Services will include Hveem stabilometer, sieve analysis, sand equivalents and R-Value testing of aggregate base. Tests will be performed on materials sampled at random locations and at frequencies based on the project specifications. Testing requirements for Oil Content of asphalt can be met with our Rapid Ignition Oven, providing real time results to batch plants supplying asphalt.

Concrete Inspection & Testing: Our Services will consist of continual concrete inspection during the concrete placement, for conformance to approved plans, specifications, and building codes. During concrete placement our inspector will fabricate 4 compression test specimens for each 100 cubic yards of concrete placed. MTGL will provide testing at different intervals per the City request or requirements. Test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression test will be performed in accordance to ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test. Prior to any placement of concrete, our inspector will verify all reinforcing steel placed in accordance with the project documentation. Verification of proper size, location and spacing will be the primary focus of these inspections.

Masonry Inspection & Testing: Masonry Inspection will be provided continuously ensuring that the reinforcing steel, mortar, grout, ties and spaces are verified. We will provide an ICC certified masonry Special Inspector. Their work will consist of verification of materials to include reinforcement, concrete masonry units, mortar and grout. Following their verification they will observe the contractor during placement of reinforcement, laying of concrete masonry units, to include observation of motored bed and head joints, and grout placement. During grout placement our inspector will verify pour heights, check for proper clearances and check for proper consolidation during vibrating operations. In addition to their observations and verifications, material sampling will be performed on mortar, grout and CMU prisms to verify compressive strength per project specifications. Daily inspection reports will be provided to the Construction Manager with weekly summary reports provided to the City.

Structural Steel Inspection & Testing: We will provide an inspector that has been certified by ICC as a special inspector for welding. Their work will consist of inspections of all welds made in the shop operations and/or during the field erection for compliance of the approved plans and job specifications. The inspector will make a systemic record of all welds, including a list of defective welds and a manner of correction. The inspector will check the material, equipment, details of construction and procedures, as well as the welds. The inspector may use gamma ray, sonic or any other aid for visual inspection that they deem necessary to assure the adequacy of the welding. During the welding inspection, our inspector will also inspect the installation of the high strength bolts for conformance to the job specifications. Our inspector will check the materials, equipment, details of construction and installation procedure.

Daily inspection reports will be provided to the Construction Manager with weekly summary reports provided to SCE. A verified report indicating that all inspected welding has been done in accordance to the approved plans and specifications will be provided upon completion of the work.

Laboratory analysis as required of representative samples during construction will be performed in accordance with the specifications of The American Society for Testing and Materials (ASTM) or Caltrans Test Methods (CTM).

A written report summarizing the results of all tests performed will be prepared upon completion of the work.

CONSTRUCTION MATERIALS TESTING AND INSPECTION

Building inspection requirements shall consist of providing certified deputy building inspection personnel, approved by the City of Anaheim Building Division, to inspect and certify various item and provide support sampling and testing in accordance with the latest edition of the IBC and the City of Anaheim Building Division requirements. Our deputy



inspectors will hold valid certification of ACI, ICC, and/or AWS/CWI. The inspector will perform inspections as directed by the City of Anaheim in for conformance to approved plans, specifications, and building codes.

During placement of concrete the ACI/ICC inspector will fabricate compression the required test specimens for laboratory analysis. The test cylinders would be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 at 7 and 28 days, respectively. In addition, our inspector would obtain samples of the reinforcing steel to be used for production of concrete. All tests performed on the reinforcing steel would be in accordance to the ASTM A370 and A615 test methods.

Welding inspection would be performed by an inspector that has been certified by AWS as a special inspector for welding. His work would consist of inspection of all welds made in the shop operations and/or during the field erection for compliance of the approved plans and job specifications. He will make a systematic record of all welds, including a list of defective welds and a manner of correction of defects. The inspector would check the material, equipment, details of construction and procedures, and the qualifications and abilities of the welder. The inspector may also use gamma ray, sonic or any other aid for visual inspection that he may deem necessary to assure the adequacy of the welding.

Daily reports of all inspections will be provided to the city of Anaheim. A final verified report that the inspections were performed in accordance to the approved plans and specifications will be provided upon completion of the work.

COMMUNICATION

MTGL shall develop and maintain positive and cooperative relationships with all parties that may be affected by the Project. MTGL recognizes that each project is different, presenting a unique set of conditions and challenges. Our staff does not approach the same methodology to every project. With each project, our staff develops an implementation plan unique to the specific needs of the project and client. Although we customize our approach to each project, our experience in providing services throughout Southern California identified several approaches that greatly improve the project's quality and efficiency. We will ensure that the City is involved in every step during the creation of our implementation plan.

SCHEDULING

All requests for Special Inspection and Soils and Materials Technicians will be filled by the following business day if notification is received by 3:00 PM the prior business day. MTGL understands that projects may require last minute requests for testing and inspections. Should a last minute request be received, MTGL will assign the next available technician, often the same business day.

INVOICING

MTGL can submit invoices to City on a weekly/monthly basis that will itemize each task performed, the number of hours worked per person/consultant, the rate per hour for each person/consultant, total contract amount, percent complete for specified work items, and the remaining contract amount, along with labor compliance reports.

Daily reports are sent with each billing as backup to our invoicing. We monitor re-testing of any failed tests to assist the client in regaining costs for inspection of failing tests from the General Contractor and its Subcontractors.



SECTION D | EXCEPTIONS / DEVIATIONS

MTGL has reviewed all of the requirements of this RFP. MTGL does not have any exceptions or deviations to the contract. If selected, MTGL is willing to enter into an agreement with the City.

**SECTION E | FEE PROPOSAL**

CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015

PROPOSED FEE SCHEDULE**CONSTRUCTION MATERIALS & SOILS TESTING SERVICES****FY 2015-2016****OFFEROR NAME:**

MTGL, Inc.

ITEM	FEE	UNIT
Principal Engineer - Materials	\$125.00	Per Hour
Field Technician	73.00	Per Hour
Concrete batch plant inspection	73.00	Per Hour
Asphalt batch plant inspection	73.00	Per Hour
Asphalt compaction testing	73.00	Per Hour
Vehicle and equipment Nuclear Gauge	70.00	Per Hour or Day
Mileage	0	Per Mile
Final Report	250.00	Lump Sum
Minimum charge for show up	2	Hours
Charge if more than 8 hours work	109.50	Per Hour
Reimbursable item mark-up	20	Percent
Laboratory tests		
Soil/base maximum density	190.00	Each
AC maximum density	190.00	Each
Concrete compression strength tests	22.00	Each
Soil/base in-place density and moisture	25.00	Each
AC in-place density	190.00	Each
Asphalt – extraction, gradation and % asphalt	90.00	Each
Cleanness value	230.00	Each
Moisture content and dry density	60.00	Each
Sand equivalent	80.00	Each
Sieve analysis	90.00	Each
Slurry seal	600.00	Each



CITY OF BREA

Construction Materials & Soils Testing Services RFP, April 2015


Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Los Angeles Community College District	
Contact name:	Phone:
Shakya Bucaram	(213) 593-8313
Project award date:	Original Contract Value:
August 27, 2009	\$353,410.00
Term of Contract:	
3 Years	
1) Status of contract:	
Current contract which is being completed. Project is almost complete.	
2) Identify claims/litigation or settlements associated with the contract:	
MTGL is currently named in a litigation for the Los Angeles Mission College Media Arts Project.	
The project is currently in litigation. MTGL continues to service the project through completion.	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 
Name: Steven Koch
Title: Senior Vice President

Date May 13, 2015



APPENDIX A | INSURANCE CERTIFICATE

**MTG****CERTIFICATE OF LIABILITY INSURANCE**

MTGLINC-01

ROSEM

DATE (MM/DD/YYYY)

9/2/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services-SD 4350 La Jolla Village Drive, Suite 900 San Diego, CA 92122		CONTACT NAME: Mandy Murphey PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288 E-MAIL: Mandy.Murphey@ioausa.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Company of Connecticut	NAIC # 25682
		INSURER B: Travelers Property Casualty Company of America	25674
		INSURER C: Continental Casualty Company	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

MTGL, Inc.
2992 E. La Palma Ave., Ste. A
Anaheim, CA 92806

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	6804796L097	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BA8319R531	09/01/2014	09/01/2015	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP4161T475	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB7097Y724	07/01/2014	07/01/2015	<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	<input checked="" type="checkbox"/> Prof.Liab/Crms Made		MCH591879084	09/01/2014	09/01/2015	Per Claim 2,000,000
C	<input checked="" type="checkbox"/> Ded.: \$50K Per Claim		MCH591879084	09/01/2014	09/01/2015	Aggregate 2,000,000

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

Re: All Operations

It is understood and agreed that 5060 Montclair Plaza Lane Owner, LLC, CIM Group LLC, its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders, affiliated companies and mortgagees/lenders are included as additional insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product of the named insured or of others performed on behalf of the named insured. Waiver of Subrogation applies for General Liability, Business Auto & Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



APPENDIX B | CERTIFICATIONS



MTGL CERTIFICATIONS

Corporate/Anaheim


MTGL, Inc. is fully certified by numerous agencies to provide Geotechnical Investigations and Materials Testing. Our testing laboratories are fully certified and can provide virtually any tests required.

Our certifications include:

- ASTM D3666, E329, E543, and E548
- AASHTO
- CCRL
- Caltrans
- County of Riverside
- City of Riverside
- County of Los Angeles
- City of Los Angeles
- City of San Diego

In addition, MTGL, Inc. is a certified Minority and Women Owned Business Enterprise (M/WBE) by the County of Los Angeles, and a Community Business Enterprise by the City of Los Angeles.

The following pages contain our certifications.


**AASHTO Materials Reference Laboratory**

[Home](#)[AASHTO Accreditation](#)[Laboratory Assessment](#)[Proficiency Testing](#)

[R18 Labs](#)[ISO Labs](#)[Fees](#)[ISO/IEC 17025](#)

AASHTO R18 Accreditation Directory

MTGL, Inc.
Mr. Michael Landon
2992 East La Palma Avenue Suite A Anaheim, CA 92806



Hot Mix Asphalt - accredited since 10/22/2003
T328 - D1560 (Stability) D1561 D2041 D2172 D2726 D3203 D3666 D5444 D6926

Soil - accredited since 10/22/2003
D1140 D1557 D2216 D2419 D2844 D3740 D4318

Aggregate - accredited since 2/15/2001
C40 C117 C127 C128 C136 C566 C1077 D2419 D3666

Portland Cement Concrete - accredited since 11/20/2003
C31 (Cylinders) C39 C138 C143 C172 C173 C231 C617 C1064 C1077 C1231

Masonry - accredited since 5/1/2006
C1093

CMU: C140 (Sampling, Measurement, Absorption, Compressive Strength) C1552

Metals - accredited since 10/10/2008
A615 Deformed and Plain Carbon-Steel Bars: Tensile Strength (A370), Bend Test (E290)



State of California Department of Transportation
CALTRANS QUALIFIED LABORATORY INSPECTION REPORT
Form TL-0113

Expiration date: **April 10, 2016**
Inspected by: **Afsaneh Ostovar**
IA No.: **096**
Phone: **(916) 247-6311**
File: **Materials Category 500**

Laboratory: **MTGL, Inc.** RSP ID # **66**
Address: **2992 E La Palma Ave, Suite A**
City: **Anaheim** State: **CA** Zip: **92806**
Lab QC Mgr.: **Isaac Chun** Email: **ichun@mtgline.com**
Telephone: **(714) 632-2999** Fax: **(714) 632-2974**

A certified Independent Assurance (IA) visited this laboratory on (Date) **April 10, 2015**
Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT 105	CT 106	CT 125	CT 201	CT 202	CT 204	CT 205
CT 206	CT 207	CT 213	CT 216	CT 217	CT 226	CT 227
CT 229	CT 231	CT 234	CT 235	CT 301	CT 304	CT 308
CT 309	CT 346	CT 367	CT 370	CT 371	CT 375	CT 382
CT 504	CT 518	CT 521	CT 524	CT 533	CT 539	
CT 540	CT 543	CT 552	CT 556	CT 557	LP-1	LP-2
LP-3	LP-4	LP-5	LP-6	LP-7	AASHTO T-312	AASHTO T-324

A visual check was performed and documents provided as necessary for the following items:

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper test equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and service documentation
- ☒ Calibration stickers affixed to test equipment (dated within the 12 months)

On **April 10, 2015** this laboratory was Caltrans Qualified by **AFSANEH OSTOVAR**
Date Printed name of IA person

Afsaneh Ostovar
Signature of IA person



DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 300 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-4199

November 14, 2012

Reply to the Attention of:
Concrete and Materials Branch

Reed Briley
MTGL, Inc.
2992 East La Palma Avenue, Ste. A
Anaheim, CA 92806

Dear Mr. Briley:

In reference to your check no. 50619, dated November 2, 2012, and audit agreement, dated November 9, 2012, an audit based on your AASHTO Accreditation was performed on documents submitted by your laboratory. We examined the AMRL On-site Assessment Report No. 1867, dated July 12, 2012, the CCRIL Inspection Report No. F-186, dated October 19, 2010 and the AASHTO accreditation certificate effective November 14, 2012.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers were determined from the inspection reports from AASHTO and are as follows:

Aggregate Tests: ASTM C40, C117, C127, C128, C136, C566, C702, C1077, D2419, D3666, and E329.

Bituminous Tests: ASTM D1560, D1561, D2041, D2726, D2950, D3203, D3666, D5444, D6307, D6926, D6927, and E329.

Concrete Tests: ASTM C31, C39, C138, C143, C172, C173, C231, C1064, C78, C511, C617, C1077, C1231, and E329.

Masonry, Mortar, & Grout Tests: ASTM C140, C1019, and C1552.

Metal Tests: ASTM A615, A370, and E290 Tensile and Bending Test.

Soil Tests: ASTM D421, D698, D1140, D1557, D2216, D2419, D2844, D3740, D4318, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the Materials Testing Center homepage at <http://gsr.erc.usace.army.mil/SL/MTGL/>. All Corps offices will be notified of this decision and will have the opportunity to use your services. MTGL, Inc., Anaheim, CA will remain on our list of laboratories qualified to conduct material tests until **November 14, 2014** two (2) years from the date of the audit. In the event your AASHTO accreditation is suspended in whole or part, MTGL, Inc., Anaheim, CA is to notify the Materials Testing Center immediately to perform a re-evaluation of your laboratory's validation. Failure to notify the Materials Testing Center will result in immediate suspension of your U.S. Army Corps of Engineers validation.

Sincerely,

Alfred B. Crawley, PE
Alfred B. Crawley, PE
Director, Materials Testing Center

Copy Furnished:
Mehrdad Golshani / Los Angeles District



www.LADBS.org

TESTING AGENCY CERTIFICATE OF APPROVAL

Department Of Building & Safe
Material Control Section
221 N. Figueroa - 4th Floor
Los Angeles, CA 90012
Tel. (213) 482-0380
FAX (213) 482-7318

Shop Location

MTGL, Inc.
MTGL Inc.
2992 La Palma Ave. Suite #A
Anaheim, CA 92806

2992 La Palma Ave. Suite #A
Anaheim, CA 92806

Approval No: TA24780

Branch No: N/A

Expiration Date: 5/1/2014

Approval Type: TESTING AGENCY SOILS/CONCRETE
COMPRESSION/MORTAR/GROUT/REBAR/STEEL/ANCHOR
BOLTS/STRANDED CABLES/FIRE
PROOFING/ROOFING/AGGREGATE

You are hereby notified that your certificate of approval is valid until the expiration date shown above under the provisions of the City Of Los Angeles Municipal Code, section 98.0503 and Information Bulletin P/B/C 2002-056 (Part II).

Michael Martin
4 Michael Martin
Principal Inspector
Materials Control Section
(213) 482-0309

MTGL Inc.

LEA 044

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED	
<input checked="" type="checkbox"/> Earthwork/Lab	<input checked="" type="checkbox"/> Earthwork/Field	<input checked="" type="checkbox"/> Earthwork	
<input checked="" type="checkbox"/> Soils	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement	
<input checked="" type="checkbox"/> Aggregates		<input checked="" type="checkbox"/> Foundation	
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles	
<input checked="" type="checkbox"/> Reinforcing Steel		<input checked="" type="checkbox"/> Reinforcing Steel	
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding	
<input checked="" type="checkbox"/> Multi-Wire Strand			
<input checked="" type="checkbox"/> Chemical Analysis		<input checked="" type="checkbox"/> Concrete	
<input checked="" type="checkbox"/> Concrete		<input checked="" type="checkbox"/> Batch Plant	
<input checked="" type="checkbox"/> Concrete Cylinders		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling	
<input checked="" type="checkbox"/> Concrete Cores		<input checked="" type="checkbox"/> Pre-Stressed Concrete	
<input checked="" type="checkbox"/> Tensile Splitting		<input checked="" type="checkbox"/> Shotcrete	
<input checked="" type="checkbox"/> Flexural Beams		<input checked="" type="checkbox"/> Fiber Reinforced Concrete	
<input checked="" type="checkbox"/> Shotcrete Cores		<input checked="" type="checkbox"/> Epoxy Injection	
<input checked="" type="checkbox"/> Lightweight Concrete Fill Cores		<input checked="" type="checkbox"/> Reinforced Gypsum	
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors	
<input checked="" type="checkbox"/> Gypsum		<input checked="" type="checkbox"/> Masonry	
<input checked="" type="checkbox"/> Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant	
<input checked="" type="checkbox"/> Masonry		<input checked="" type="checkbox"/> Masonry Placement	
<input checked="" type="checkbox"/> Masonry Units		<input checked="" type="checkbox"/> Post Installed Anchors	
<input checked="" type="checkbox"/> Mortar and Grout		<input checked="" type="checkbox"/> Structural Metals	
<input checked="" type="checkbox"/> Masonry Prisms		<input checked="" type="checkbox"/> Welding	
<input checked="" type="checkbox"/> Masonry Cores		<input checked="" type="checkbox"/> High Strength Bolting	
<input checked="" type="checkbox"/> Masonry Shear		<input checked="" type="checkbox"/> Spray-Applied Fireproofing	
<input checked="" type="checkbox"/> Shrinkage		<input checked="" type="checkbox"/> Wood	
<input checked="" type="checkbox"/> Metals/Lab	<input checked="" type="checkbox"/> Metals/Field-N.D.T	<input checked="" type="checkbox"/> Light Gauge Metal Plate Trusses	
<input checked="" type="checkbox"/> Tension-Shapes	<input checked="" type="checkbox"/> Liquid Penetrant	<input checked="" type="checkbox"/> Glued Laminated Timber Fabrication	
<input checked="" type="checkbox"/> Bend-Shapes	<input checked="" type="checkbox"/> Magnetic Particle	<input checked="" type="checkbox"/> Timber Connector Installation	
<input checked="" type="checkbox"/> HS Bolt-Tension	<input checked="" type="checkbox"/> Ultrasonic	<input checked="" type="checkbox"/> Hybrid Trusses Fabrication	
<input checked="" type="checkbox"/> HS Bolt-Hardness	<input checked="" type="checkbox"/> Radiographic	<input checked="" type="checkbox"/> Wood-Joints	
<input checked="" type="checkbox"/> Impact		<input checked="" type="checkbox"/> Other:	
<input checked="" type="checkbox"/> Roofing			
<input checked="" type="checkbox"/> Tiles			
<input checked="" type="checkbox"/> Built-Up			
<input checked="" type="checkbox"/> Other:			

Approved by: *Michael Martin* Date: **May 2, 2012**
Division of the State Architect LEA Acceptance for MTGL Inc., LEA 044 is effective until April 6, 2016.

1102 Q Street, Suite 5100 - Sacramento, California 95811 - (916) 445-8100

Statement of Qualifications

- **Geotechnical Engineering**
- **Construction Inspection**
- **Materials Testing**
- **Environmental**

Visit us on the web
at
www.mtglinc.com,
or scan the code:



Providing Value in Quality Control



Geotechnical Engineering Construction Inspection Materials Testing Environmental

Central Dispatch
(800) 491-2990

City of Brea
Ms. Raymond Contreras

October 31, 2018

Office Locations

Corporate Branch
Orange County

2992 E. La Palma,
Suite A
Anaheim, Ca 92806

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

Indio

Los Angeles /
Ventura County

San Bernardino /
Riverside

San Diego / Imperial
Counties

Certifying Agencies

State of California
D.S.A
OSHDP
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

RE: BUDGET INCREASE REQUEST #3 - TESTING AND INSPECTION
Lago De Moreno Park Project
200 S. Flower Street, Brea, CA

MTGL is requesting a third and final amendment to pay our outstanding balance for the on-call, as needed professional services provided on the Lago De Moreno Park Project. Services were supplied to match the needs of the contractor in compliance with DSA and the California Building Code. MTGL has been in correspondence with the City of Brea and is requesting **\$150,000.00**. This amount exceeds the 2018/2019 PSA allowed budget with the City of Brea for professional services. Therefore, we are requesting a PSA amendment for providing service to the completion of the project.

Sincerely,
MTGL, Inc.

Jacob Cage
Business Development

THIS PROJECT IS A JOINT-USE AGREEMENT BETWEEN THE CITY OF BREA AND THE BREA OLINDA UNIFIED SCHOOL DISTRICT FOR THE RENOVATION OF AN EXISTING SCHOOL PLAY YARD LOCATED IN THE NORTHERLY-MOST 200' OF CAMPUS AT LAUREL ELEMENTARY MAGNET SCHOOL OF INNOVATION AND CAREER EXPLORATION. THIS AREA, ALSO REFERRED TO AS "LAGOS DE MORENO PARK", IS CURRENTLY USED AS A CITY PARK AFTER NORMAL SCHOOL HOURS, AND INCLUDES EXISTING TURF, ASPHALT AND PLAYGROUND AREAS. THIS PROJECT, JOINTLY FUNDED BY THE CITY OF BREA AND BREA OLINDA UNIFIED SCHOOL DISTRICT, INCLUDES RENOVATION OF THE ENTIRE PROJECT AREA AS SHOWN ON THE SITE PLAN. ALL NEW INSTALLATIONS WILL TAKE PLACE OUTSIDE AND NORTH OF EXISTING CAMPUS BUILDINGS WHICH ARE SEPARATED FROM THE REST OF THE SCHOOL CAMPUS BY A CHAIN LINK FENCE AND GATES.

EXISTING BUILDINGS AND COURTYARDS TO THE SOUTH, BEYOND THE LIMIT OF WORK, ARE NOT A PART OF THIS PROJECT. ACCESS TO THE NEW TOILET BUILDING WILL BE USED DURING AND AFTER NORMAL SCHOOL HOURS. PARK IMPROVEMENTS ARE TO BE CONSTRUCTED IN ONE (1) INCREMENT AND INCLUDE THE FOLLOWING:

- ONE (1) CMU RESTROOM BUILDING;
- ONE (1) DSA PRE-CHECKED FABRIC SHADE SHELTERS (PC 04-113245)
- PLAYGROUND EQUIPMENT
- PLAYGROUND RUBBER SAFETY SURFACING;
- THREE (3) HANDBALL CMU WALLS;
- CMU RETAINING WALLS;
- THREE (3) A.D.A. RAMPS
- SITE FURNISHINGS (I.E., PICNIC TABLES, BENCHES AND TRASH RECEPTACLES);
- CHAINLINK FENCING AND GATES;
- PCC AND ASPHALT PAVING;
- STORM WATER DETENTION AND FILTRATION SYSTEM;
- PLANTING AND IRRIGATION.



DSA-103 rev 9/7/2016

Listing of Structural Tests & Special Inspections - 2013 CBC

INCREMENT #

DSA File No.:

30-3

Application No.:

04-115759

Date Submitted:

12/8/2016

Revised:

4/13/2017

School Name	Laurel Elementary Magnet School	District	Brea Olinda Unified School District
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IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

NOTE: This form is also available for projects submitted for review under the 2007 and 2010

INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests and inspections finally selected. For more information on use of this form, see DSA-103.INSTR.

Note: References are to the 2013 edition of the California Building Code (CBC) unless otherwise noted.

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE	PERFORMED BY	CODE REFERENCE AND NOTES
-	SOILS			
	1. GENERAL:			Table 1705A.6
X	a. Verify that: • site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, • foundation excavations are extended to proper depth and have reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
-	2. COMPACTED FILLS:			Table 1705A.6
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
X	c. Test compaction of fill.	Test	LOR*	* Under the supervision of the geotechnical engineer.
-	5. RETAINING WALLS:			
X	a. Placement of soil reinforcement, drainage devices, and backfill.	Continuous	GE	Placement, compaction and inspection of backfill per Section 1705A.6.1 for fills supporting foundations (see Section 2 above).
X	d. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		
-	CONCRETE			Table 1705A.3
-	7. CAST IN PLACE CONCRETE			
	Material Verification and Testing:			
X	a. Verify use of required design mix.	Periodic	SI*	* To be performed by qualified batch-plant inspector and concrete sampling technician
X	b. Test reinforcing steel.	Test	LOR	1913A.2 (1913.2.6*). ASTM A370. DSA IR 17-10
X	c. Perform slump, temperature, air content tests, and sample concrete.	Test	LOR	ASTM C172, ASTM C31.
X	d. Test concrete (compression).	Test	LOR	ACI 318 Section 5.6 and 1905A.1.2 (1913.3.1*). ASTM C39.

Inspection:				Revised:
X	e. Batch plant inspection	Continuous	S	1705A.3.2; If approved by DSA, batch plant inspection may be reduced to periodic if plant complies with 1705A.3.3, Item 1, and requires first batch inspection, weighmaster, and batch tickets.
X	f. Batch plant inspection – design complies with 1705A.3.3 item 2	Periodic	S	1705A.3.3, Item 2. Requires first batch inspection, weighmaster, and batch tickets.
-	MASONRY TMS 402-11/ACI 530-11/ASCE 5-11 Table 1.19.3			
-	13. STRUCTURAL MASONRY:	Enter f'_m	1500	psi
	Material Verification and testing:			
X	a. Mill certificate indicate compliance with requirements for reinforcement, anchors, ties, fasteners, and metal accessories. Test reinforcing steel.	Test	LOR	2103A.14 (2103.14"). ASTM A370, DSA IR 17-10
X	b. Producer's certificate of compliance for masonry units, mortar and grout materials. Test masonry units, mortar and grout (unit strength method).	Test	LOR	1705A.4 and 2105A.2.2.1 (or 2105.2.2.1* and 2114.9.1"). ASTM C140, C1586 & C1019.
X	d. Verify proportions of site-prepared, premixed or preblended mortar and grout.	Periodic	SI	ASTM C780.
X	e. Test core-drilled samples.	Test	LOR	2105A.5 (2114.9.3").
	Inspection:			
X	g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	
X	h. Verify specified size, grade, and type of reinforcement.	Periodic	SI	
X	j. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.	Periodic	SI	
X	k. Verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90°).	Periodic	SI	2104A.3 and 2104A.4 (2104.3" and 2104.4").
X	l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	
X	m. Inspect grout space prior to grouting and placement of grout.	Continuous	SI	
-	15. POST-INSTALLED ANCHORS IN MASONRY:			
X	a. Inspect installation of post-installed anchors	Periodic	SI*	1705A.4, 1616A.1.19 * May be performed by the project inspector when specifically approved by DSA. (See Appendix for exemptions.)
X	b. Test post-installed anchors.	Test	LOR	1705A.4, 1913A.7 (1913.2.11"), ASTM F488. (See Appendix for exemptions.)
-	STEEL, ALUMINUM Table 1705A.2.1			
-	17. STRUCTURAL STEEL, COLD-FORMED STEEL, AND ALUMINUM USED FOR STRUCTURAL PURPOSES			
	Material Verification:			
X	a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	*	* By special inspector or qualified technician when performed off-site.
X	b. Test unidentified materials	Test	LOR	2203A.1 (2203.1"). ASTM A370.
	Inspection:			
X	e. Verify and document steel fabrication per DSA approved construction documents.	Periodic	SI	Not applicable to cold-formed steel, except for trusses (1705A.2.2.4).
-	19. WELDING: DSA IR 17-3, AWS D1.1 and AWS D1.8 for structural steel, AWS D1.2 for Aluminum, AWS D1.3 for cold-formed steel, AWS D1.4 for reinforcing steel. (See Appendix for exemptions.)			
	Verification of Materials, Equipment, Welders, etc:			
X	a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	SI	
X	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	
X	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.
-	19.1 SHOP WELDING:			
X	b. Inspect single-pass fillet welds $\leq 5/16"$	Periodic	SI	Per AISC 360 (and AISC 341 as applicable). DSA IR 17-3.
X	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.2.1 Per AISC 360 (and AISC 341 as applicable). DSA IR 17-3.
-	19.2 FIELD WELDING:			
X	b. Inspect single-pass fillet welds $\leq 5/16"$	Periodic	SI	Per AISC 360 (and AISC 341 as applicable). DSA IR 17-3.
X	f. Inspect welding of stairs and railing systems	Periodic	SI*	* May be performed by the project inspector when specifically approved by DSA. DSA IR 17-3. 1705A.2.2.1.1 and 1705A.2.2.5
-	23. ANCHOR BOLTS, ANCHOR RODS, & OTHER STEEL:			
X	a. Anchor Bolts and Anchor Rods	Test	LOR	IR 17-11 Sample and test anchor bolts and anchor rods not readily identifiable.
X	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in IR 17-11
+	WOOD			
+	OTHER			

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 to Professional Services Agreement is made and entered into this ____ day of

____, 2018 by and between **MTGL, Inc.** ("CONSULTANT") and the **CITY OF BREA** ("CITY").

A. Recitals.

(i) **On July 1, 2015**, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT provides as-needed construction materials and soils testing services for various Capital Improvement Projects ("Agreement", hereinafter.)

(ii) The Agreement is for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years with a not to exceed amount of fifty thousand dollars and zero cents (\$50,000.00), per term.

(iii) The Agreement was granted a first extended term, July 1, 2016 to June 30, 2017, mutually agreed upon by both parties.

(iv) The Agreement was granted a second extended term, July 1, 2017 to June 30, 2018, mutually agreed upon by both parties.

(v) The Agreement was granted a third extended term, July 1, 2018 to June 30, 2019, mutually agreed upon by both parties.

(vi) The parties hereto desire to amend the Agreement to increase the contract amount from \$50,000 to \$150,000 for only the third extended contract term.

B. Amendment.

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

1. Notwithstanding any other provision therein, the amount of the Agreement is hereby increased from \$50,000 to \$150,000 for only the third extended contract term. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement remain unchanged.

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

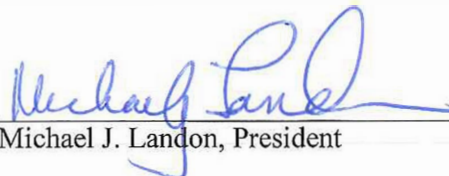
NOW, WHEREFORE, the parties have executed this Amendment No. 2 as of the date first set forth above.

CITY OF BREA
A California municipal corporation

Glenn Parker, Mayor

Lillian Harris-Neal, City Clerk

CONSULTANT


Michael J. Landon, President

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2018-19

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2018-19 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

The Fire Department continues to respond to mutual aid throughout California. Fortunately, Fire Administration has been diligent in seeking reimbursement from costs incurred. Mutual aid responses included: the Pawnee Fire in Lake Napa-Sonoma, the County Fire in Lake Napa-Sonoma, the Skyline Fire at the Riverside Ranger Unit, and the Cranston Fire in the San Bernardino National Forest. These strike team responses resulted in the Fire Department's overtime budget and other operating costs to increase by \$104,541. This cost is fully offset by reimbursements.

The City has been awarded a grant for the Brea Core Connectivity and Active Transportation Plan by CalTrans for \$198,793. The plan will look at improving safety and access for users of major east-west and north-south corridors within the Brea Core Plan area. The grant will fund community engagement efforts to inform, education and include the Brea community in Brea Core Plan effort, collect data and develop plans and remedies to improve circulation and mobility challenges for all multi-modal types of transportation. This money is to offset the cost of Brea Central City Core Project.

For Capital Improvement Project #7903 - Super Block 1 Parking Structure, bond proceeds were anticipated to be received in FY 2018-19; however, they were applied to last fiscal year and after the FY 2018-19 budget adoption in June. Thus, there is a need to de-obligate transfers to the General Fund - 110 (\$1,337,000), the Community Benefit & Economic Development Fund - 140 (\$33,409), and the Capital & Mitigation Improvement Fund - 560 (\$3,900,000) for FY 2018-19.

Lastly, the Fire Department is requesting to purchase an additional cardiac monitor. The approved decision package included four (4) monitors for \$131,280; however, it was later determined that based upon the current deployment an additional monitor (\$32,816) is needed during heavy rains, fire season, and for back-up purposes especially when apparatus is sent out for mutual aid and when equipment is sent back to the manufacturer for repair. Also, an additional \$25,599 is needed to purchase ancillary equipment such as cables, power adapters, and batteries that were not included in original decision package. As with the original decision package, funding for this equipment will come from the Public Safety Augmentation Fund (172).

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2018-19 budget adjustments were reviewed by the Finance Committee on October 30, 2018, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in a decrease in revenues and transfers-in of \$1,023,649 and an increase in expenditures of \$250,303, for a net General Fund decrease in revenues and transfers-in of \$1,273,952. The City Operating Budget adjustments for all funds resulted in a decrease in revenues and transfers-in of \$4,875,325 and an increase in expenditures of \$358,718 for a net decrease in revenues and transfers-in of \$5,234,043.

The Capital Improvement Program Budget adjustments in CIP - Exhibit A consists of a decrease in expenditures of \$4,893,809 with a corresponding net decrease in revenues and transfers-in. The adjustments to revenue and transfers-in are as follows:

County Grants	\$316,800
Miscellaneous Government Grants	59,800
Successor Agency	(5,270,409)
TOTAL	(\$4,893,809)

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Resolution - CIP

RESOLUTION NO. 2018-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2018-19 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2018-19, Resolution No. 2018-038, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 6th day of November, 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 regular meeting of the City Council of the City of Brea, held on the 6th day of November, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

November 6, 2018
RESO. 2018-058

City of Brea

BUDGET ADJUSTMENTS
FY 2018-19 OPERATING BUDGET

November 6, 2018

Account Number		Current Budget	Revised Budget	Funding Required	Description
GENERAL FUND (110)					
Management Services					
1152 (EXP)	Media Services/Graphics	402,601	324,080	(78,521)	Transfer funding for staff to Community Services for operational purposes
Fire Services					
3549 (REV)	State Grants	312,600	345,511	32,911	Reimbursement for Strike Team Responses.
3569 (REV)	Federal Grants	133,400	205,030	71,630	
2221 (EXP)	Operations	4,512,390	4,616,931	104,541	Overtime and other costs accrued from Strike Team Responses.
3741 (REV)	Contributions-Other	0	1,000	1,000	Walmart grant for the purchase of supplies and rescue and medical equipment to outfit the Fire/Rescue Terrain Vehicle.
2221 (EXP)	Operations	4,616,931	4,617,931	1,000	
3729 (REV)	Refunds & Recovery Other	240,200	247,217	7,017	Reimbursement from California Fire Foundation for Arunda removal from Carbon Canyon Creek.
2231 (EXP)	Prevention	882,856	889,873	7,017	
Community Development					
3549 (REV)	State Grants	345,511	544,304	198,793	CalTrans Grant for the development of the Brea Central Core Project.
3231 (EXP)	Planning	926,017	1,124,810	198,793	
Community Services					
4215 (EXP)	Fitness Wellness Program	916,950	903,902	(13,048)	Elimination of a vacant Part-Time Senior Community Services Leader Position in Fitness/Wellness Program.
4311 (EXP)	Administration	678,660	757,181	78,521	Transfer of funding for staff from Management Services for operational purposes.
3672 (REV)	Contributions-Other	33,000	35,000	2,000	National Night Out donation and expense not budgeted.
4426 (EXP)	Community Services-Activities	222,335	224,335	2,000	
Public Works					
5121 (EXP)	Street Maintenance	1,500,902	1,450,902	(50,000)	Transfer budget for the Pavement Management Plan to Fund 260.

Account Number		Current Budget	Revised Budget	Funding Required	Description
3985 (REV)	Transfers-in from Fund 510	1,337,000	0	(1,337,000)	De-obligate transfer from Fund 510. Bond proceeds for the Super Block Parking Structure 1 were received in FY 2017-18.
	Change in Fund Revenues			(1,023,649)	
	Change in Fund Expenditures			250,303	
	Net Decrease in Fund Revenues			(1,273,952)	
<u>COMMUNITY BENEFIT & ECONOMIC DEVELOPMENT FUND (140)</u>					
3985 (REV)	Transfers-in from Fund 510	33,409	0	(33,409)	De-obligate transfer from Fund 510. Bond proceeds for the Super Block Parking Structure 1 were received in FY 2017-18.
	Decrease in Fund Revenues			(33,409)	
<u>PUBLIC SAFETY AUGMENTATION FUND (172)</u>					
2222 (EXP)	Paramedic Services	131,280	189,695	58,415	Additional Cardiac Monitor and ancillary equipment not budgeted in the decision package approved by City Council for the FY 2018-19 Budget.
	Increase in Fund Expenditures			58,415	
<u>MEASURE M TRANSPORTATION TAX FUND (260)</u>					
5171 (EXP)	Engineering	38,745	88,745	50,000	Transfer budget for the Pavement Management Plan from Fund 110.
	Increase in Fund Expenditures			50,000	
<u>EQUIPMENT & VEHICLE MAINTENANCE FUND (480)</u>					
3662 (REV)	Charges for Services	2,083,157	2,164,890	81,733	Correct budget to reflect actual department charges.
	Increase in Fund Revenues			81,733	
<u>CAPITAL & MITIGATION IMPROVEMENT FUND (560)</u>					
3985 (REV)	Transfers-in from Fund 510	3,900,000	0	(3,900,000)	De-obligate transfer from Fund 510. Bond proceeds for the Super Block Parking Structure 1 were received in FY 2017-18.
	Decrease in Fund Revenues			(3,900,000)	
	TOTAL OF FUNDS - CHANGE IN REVENUE			(4,875,325)	
	TOTAL OF FUNDS - CHANGE IN EXPENDITURES			358,718	
	TOTAL NET FUND DECREASE IN REVENUES			(5,234,043)	

RESOLUTION NO. 2018-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2018-19 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2018-19 of the Capital Improvement Program Budget, Resolution No. 2018-036, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 6th day of November, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

November 6, 2018
RESO. 2018-059

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 6th day of November, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

November 6, 2018
RESO. 2018-059

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2018-19 CAPITAL IMPROVEMENT PROGRAM BUDGET

November 6, 2018

Account Number		Current Budget	Revised Budget	Funding Required	Description
3539	(REV) County Grants	12,081,378	12,398,178	316,800	
3549	(REV) State Grants	9,000,000	9,000,000	-	
3569	(REV) Federal Grants	65,705,000	65,705,000	-	Appropriate funds of \$316,800 from the County for the Lambert
3985	(REV) Transfers-in from Fund 540	6,529,105	6,529,105	-	Road/57 Freeway Project.
7251	(EXP) Lambert Road/57 Freeway	93,315,483	93,632,283	316,800	
				-	
3597	(REV) Successor Agency	5,270,409	0	(5,270,409)	
5985	(EXP) Transfers-out to Fund 110	1,337,000	0	(1,337,000)	Eliminate appropriations because bond proceeds for Super Block 1
5985	(EXP) Transfers-out to Fund 140	33,409	0	(33,409)	Parking Structure (Project #7903) were applied in FY 2017-18.
5985	(EXP) Transfers-out to Fund 560	3,900,000	0	(3,900,000)	
				-	
3571	(REV) Misc. Government Grants	-	59,800	59,800	
3985	(REV) Transfers-in from Fund 182	180,500	180,500	-	
3985	(REV) Transfers-in from Fund 420	180,500	180,500	-	Additional appropriation for rebate received from Metropolitan
	Landscape Improvements at City				Water District for Turf Removal.
7936	(EXP) Facilities & Medians	361,000	420,800	59,800	
				-	

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending September 30, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of September. 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 September 30, 2018, the total market value of the managed investment portfolio, including accrued interest, was \$57,345,499.04 as compared to \$57,445,939.76 at August 31, 2018. The weighted average investment yield for September 2018 was 2.01%, which was the same as the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$22,611,172.89 at September 30, 2018. This brings the total value of the City's investment portfolio as of September 30, 2018 to \$79,956,671.93 as compared to \$79,245,196.73 at August 31, 2018.

Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (PARS account) and managed by HighMark 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 September 30, 2018, the market value of the PARS account, including short-term cash and accrued interest was \$7,562,278.20 as compared to \$7,568,629.91 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$5,098,505.13 in comparison to \$6,166,034.87 from the prior month.

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.

COMMISSION/COMMITTEE RECOMMENDATION

On October 22, 2018, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of September the total value of the City's investment portfolio increased by \$711,475.20. This is primarily due to the receipt of sales tax during the month. The City's PARS account decreased by \$6,351.71 primarily due to market rate adjustments and the City's bond reserve accounts decreased by \$1,067,529.74 primarily due to debt service payments for the 2005 Olinda Ranch Public Improvements CFD Bond, 2017 Brea Plaza Public Improvements CFD Bond and the 2014 Downtown Brea Public Improvements CFD Bond.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Management Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

City of Brea
Cash and Investment Information
September 30, 2018

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 2,544,727.82	\$ 2,544,727.82
Local Agency Investment Fund	LAIF	\$ 22,506,200.36	\$ 22,611,172.89
Managed Investment Portfolio - CHANDLER	Chandler	\$ 58,237,643.84	\$ 57,345,499.04
PARS Post-Employment Benefits Trust**	US Bank	\$ 6,800,152.39	\$ 7,562,278.20
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 458,284.22	\$ 449,762.45
2009 Water Revenue Bonds	Chandler/BNY	\$ 2,097,686.12	\$ 2,030,123.49
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,478,252.13	\$ 1,433,028.22
2010 Lease Revenue Bonds	Chandler/BNY	\$ 361,632.59	\$ 352,629.20
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 164,647.12	\$ 164,647.12
2014 Water Revenue Bonds	Chandler/BNY	\$ 217.37	\$ 217.37
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 668,844.18	\$ 668,097.28
Sub-total - Fiscal Agent Cash & Investments		\$ 5,229,563.73	\$ 5,098,505.13
Report Grand Total		\$ 95,318,288.14	\$ 95,162,183.08

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
September 30, 2018

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 457,828.03	\$ 449,306.26
	Short-Term Treasury Funds - BNY	\$ 456.19	\$ 456.19
	Sub-total	\$ 458,284.22	\$ 449,762.45
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,953,998.42	\$ 1,886,435.79
	Short-Term Treasury Funds - BNY	\$ 143,687.70	\$ 143,687.70
		\$ 2,097,686.12	\$ 2,030,123.49
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,375,110.63	\$ 1,329,886.72
	Short-Term Treasury Funds - BNY	\$ 103,141.50	\$ 103,141.50
	Sub-total	\$ 1,478,252.13	\$ 1,433,028.22
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 267,578.39	\$ 258,575.00
	Short-Term Treasury Funds - BNY	\$ 94,054.20	\$ 94,054.20
	Sub-total	\$ 361,632.59	\$ 352,629.20
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 164,647.12	\$ 164,647.12
	Sub-total	\$ 164,647.12	\$ 164,647.12
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 217.37	\$ 217.37
	Sub-total	\$ 217.37	\$ 217.37
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 666,148.82	\$ 665,401.92
	Short-Term Treasury Funds - BNY	\$ 2,695.36	\$ 2,695.36
	Sub-total	\$ 668,844.18	\$ 668,097.28
Report Grand Total		\$ 5,229,563.73	\$ 5,098,505.13

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.09%
Average Purchase YTM	2.09%
Average Market YTM	2.09%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	21,731,200	22,506,200
Accrued Interest	68,057	104,973
Total Market Value	21,799,257	22,611,173
Income Earned	31,797	36,916
Cont/WD		775,000
Par	21,731,200	22,506,200
Book Value	21,731,200	22,506,200
Cost Value	21,731,200	22,506,200

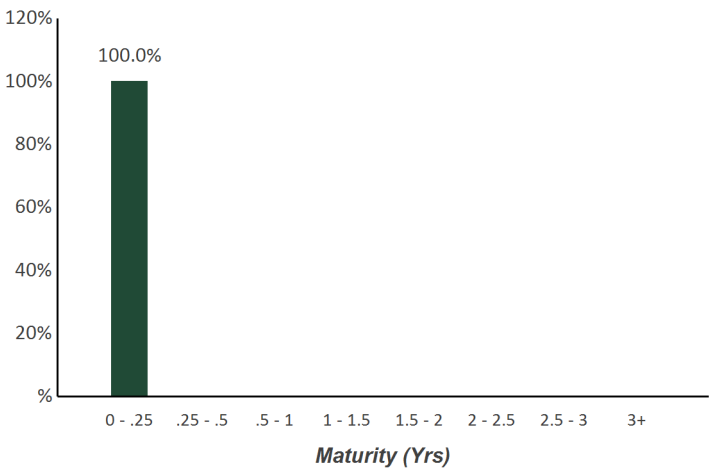
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.17%	0.53%	1.34%	1.64%	1.24%	0.99%	0.70%	N/A	N/A

Holdings Report
As of September 30, 2018

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	22,506,200.36	Various 2.09%	22,506,200.36 22,506,200.36	1.00 2.09%	22,506,200.36 104,972.53	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		22,506,200.36	2.09%	22,506,200.36 22,506,200.36	2.09%	22,506,200.36 104,972.53	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		22,506,200.36	2.09%	22,506,200.36 22,506,200.36	2.09%	22,506,200.36 104,972.53	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						22,611,172.89			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.36
Average Coupon	1.90%
Average Purchase YTM	2.01%
Average Market YTM	2.90%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.60 yrs
Average Life	2.47 yrs

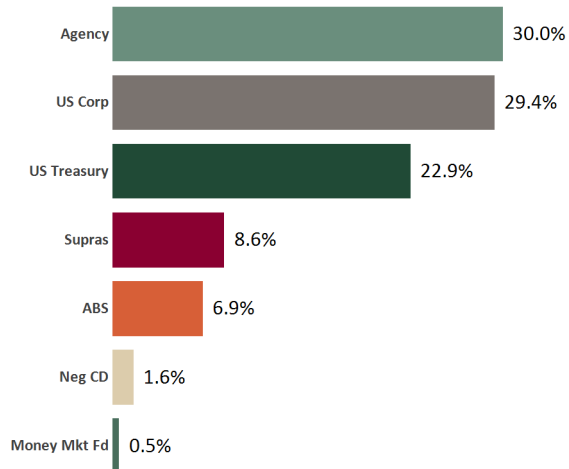
ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	57,206,616	57,104,112
Accrued Interest	239,323	241,387
Total Market Value	57,445,940	57,345,499
Income Earned	94,996	97,845
Cont/WD		0
Par	58,421,169	58,511,995
Book Value	58,214,635	58,310,417
Cost Value	58,146,809	58,237,644

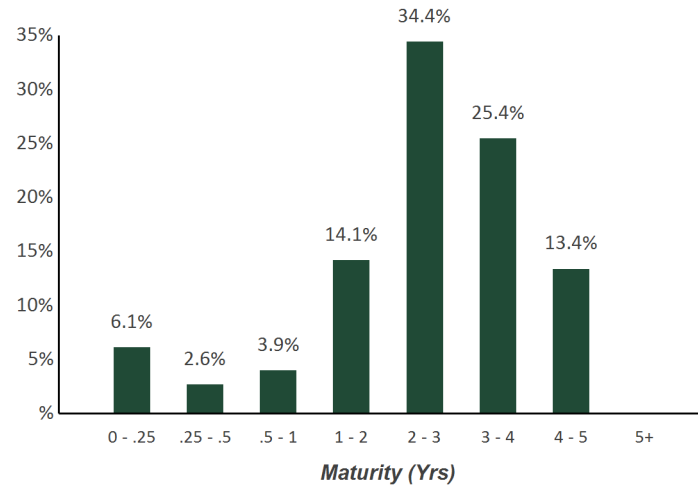
TOP ISSUERS

Government of United States	22.9%
Federal National Mortgage Assoc	17.7%
Federal Home Loan Mortgage Corp	7.1%
Inter-American Dev Bank	5.3%
Federal Home Loan Bank	5.3%
Intl Bank Recon and Development	2.6%
John Deere ABS	2.0%
US Bancorp	1.9%
Total	64.8%

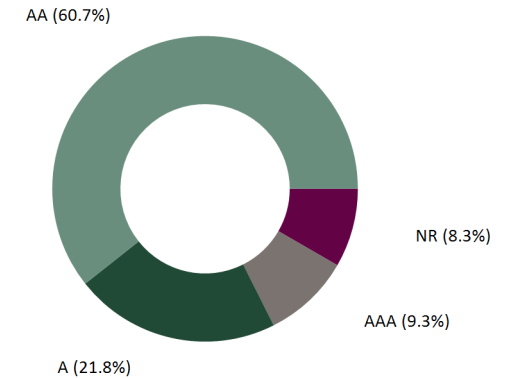
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	-0.17%	0.27%	0.10%	-0.18%	0.15%	0.69%	1.04%	2.03%	3.78%
ICE BAML 1-5 Yr US Treasury/Agency Index*	-0.27%	0.06%	-0.18%	-0.55%	-0.29%	0.30%	0.74%	1.64%	3.40%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	-0.25%	0.14%	-0.13%	-0.47%	-0.16%	0.46%	0.87%	1.97%	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

Statement of Compliance

As of September 30, 2018

ATTACHMENT A



City of Brea

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

*IADB is in compliance on a consolidated portfolio basis.

Reconciliation Summary

As of September 30, 2018



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$58,214,635.12
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$226,364.99	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$226,364.99
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$135,539.39	
Total Dispositions		\$135,539.39
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$4,956.13	
		\$4,956.13
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$58,310,416.85

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$61,285.04
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$89,772.73	
Dividend Received	\$1,052.87	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$135,539.39	
Total Acquisitions	\$226,364.99	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$287,650.03

Holdings Report

As of September 30, 2018

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									
89238MAB4	Toyota Auto Receivables Owner 2017-A 1.42% Due 9/16/2019	46,263.25	03/07/2017 1.43%	46,258.78 46,261.54	99.93 2.56%	46,232.59 29.20	0.08% (28.95)	Aaa / AAA NR	0.96 0.06
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	38,983.77	02/22/2017 1.50%	38,983.62 38,983.71	99.93 2.65%	38,956.13 25.99	0.07% (27.58)	Aaa / NR AAA	1.04 0.06
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	68,621.59	03/21/2017 1.47%	68,621.24 68,621.43	99.87 2.46%	68,532.49 44.83	0.12% (88.94)	Aaa / NR AAA	1.29 0.13
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	162,088.25	02/23/2016 1.37%	162,062.74 162,078.72	99.68 2.62%	161,565.97 97.97	0.28% (512.75)	Aaa / NR AAA	1.54 0.26
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	84,387.95	07/11/2017 1.60%	84,380.62 84,383.84	99.74 2.58%	84,166.99 59.63	0.15% (216.85)	Aaa / NR AAA	1.54 0.26
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	715,000.00	01/23/2018 2.12%	714,926.93 714,944.90	99.70 2.70%	712,872.88 667.33	1.24% (2,072.02)	Aaa / AAA NR	2.04 0.50
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	500,000.00	12/27/2017 2.10%	496,816.41 497,479.06	98.83 2.94%	494,147.00 362.50	0.86% (3,332.06)	Aaa / NR AAA	2.88 0.98
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	450,000.00	04/27/2018 2.62%	443,003.91 443,898.76	98.74 2.91%	444,349.80 336.00	0.78% 451.04	Aaa / AAA NR	2.88 1.03
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	130,000.00	07/11/2017 1.83%	129,990.48 129,993.18	98.63 3.01%	128,218.73 105.16	0.22% (1,774.45)	Aaa / NR AAA	3.04 1.16
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	185,000.00	02/21/2018 2.68%	184,986.70 184,988.59	99.27 3.13%	183,643.21 218.71	0.32% (1,345.38)	Aaa / NR AAA	3.55 1.62
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	495,000.00	08/21/2018 2.98%	494,932.09 494,933.68	99.67 3.12%	493,372.94 405.63	0.86% (1,560.74)	Aaa / NR AAA	3.90 2.10
02587AAJ3	American Express Credit 2017-1 1.93% Due 9/15/2022	550,000.00	06/21/2018 2.92%	541,449.22 541,992.30	98.61 2.98%	542,375.34 471.78	0.95% 383.04	Aaa / NR AAA	3.96 1.33
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,958.30	99.83 3.18%	574,039.16 787.11	1.00% (919.14)	Aaa / NR AAA	4.13 2.11
Total ABS		4,000,344.81	2.48%	3,981,369.16 3,983,518.01	2.93%	3,972,473.23 3,611.84	6.93% (11,044.78)	Aaa / AAA AAA	3.07 1.21

Holdings Report

As of September 30, 2018



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									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,000,000.00	Various 1.46%	1,008,032.32	98.58	985,769.00	1.72%	Aaa / AA+ AAA	1.31
				1,002,124.01	2.74%	3,159.72	(16,355.01)		1.28
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52%	1,241,437.50	97.82	1,222,775.00	2.14%	Aaa / AA+ AAA	1.59
				1,247,248.96	2.79%	7,161.46	(24,473.96)		1.54
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57%	1,026,700.60	97.86	1,008,007.44	1.77%	Aaa / AA+ AAA	1.73
				1,028,821.16	2.77%	4,248.75	(20,813.72)		1.68
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017 1.96%	448,833.97	98.00	441,009.90	0.77%	Aaa / AA+ AAA	2.13
				449,168.50	2.85%	3,140.63	(8,158.60)		2.05
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90%	1,201,847.50	97.19	1,190,576.28	2.09%	Aaa / AA+ AAA	2.17
				1,214,881.97	2.85%	6,176.04	(24,305.69)		2.10
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46%	1,065,677.20	96.58	1,033,355.71	1.81%	Aaa / AA+ AAA	2.39
				1,067,939.16	2.87%	1,757.33	(34,583.45)		2.32
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46%	1,269,953.70	96.54	1,230,890.10	2.15%	Aaa / AA+ AAA	2.41
				1,272,499.54	2.87%	1,704.42	(41,609.44)		2.34
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48%	395,724.00	95.94	383,746.40	0.67%	Aaa / AA+ AAA	2.60
				397,749.22	2.88%	2,013.89	(14,002.82)		2.52
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018 2.70%	500,740.00	99.52	497,585.50	0.87%	Aaa / AA+ AAA	2.73
				500,676.12	2.93%	3,666.67	(3,090.62)		2.59
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33%	1,273,126.60	95.35	1,225,309.18	2.14%	Aaa / AA+ AAA	2.79
				1,278,068.17	2.87%	3,092.03	(52,758.99)		2.71
3137EAEK9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33%	1,237,737.50	95.17	1,189,562.50	2.08%	Aaa / AA+ AAA	2.87
				1,242,901.73	2.89%	1,914.06	(53,339.23)		2.78
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29%	1,282,305.71	95.52	1,227,476.98	2.14%	Aaa / AA+ AAA	2.88
				1,283,409.51	2.88%	1,963.20	(55,932.53)		2.79
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92%	1,354,927.50	97.11	1,311,028.20	2.30%	Aaa / AA+ AAA	3.27
				1,353,426.83	2.93%	6,450.00	(42,398.63)		3.11
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88%	1,314,801.44	96.47	1,268,538.42	2.23%	Aaa / AA+ AAA	3.52
				1,314,854.54	2.94%	12,054.17	(46,316.12)		3.33
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75	98.10	760,256.40	1.34%	Aaa / AA+ NR	4.19
				765,023.92	2.99%	6,027.78	(4,767.52)		3.91
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018 2.73%	984,140.00	97.49	974,867.00	1.71%	Aaa / AA+ AAA	4.31
				985,923.13	3.00%	4,750.00	(11,056.13)		4.03

Holdings Report

As of September 30, 2018



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									
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00 1,194,211.31	98.77 3.03%	1,185,247.20 10,083.33	2.08% (8,964.11)	Aaa / AA+ AAA	4.72 4.35
Total Agency		17,660,000.00	1.81%	17,564,770.29 17,598,927.78	2.89%	17,136,001.21 79,363.48	30.02% (462,926.57)	Aaa / AA+ AAA	2.82 2.70
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	287,650.03	Various 1.65%	287,650.03 287,650.03	1.00 1.65%	287,650.03 0.00	0.50% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		287,650.03	1.65%	287,650.03 287,650.03	1.65%	287,650.03 0.00	0.50% 0.00	Aaa / AAA NR	0.00 0.00
NEGOTIABLE CD									
06371ETT4	Bank of Montreal 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 14,752.71	1.63% 0.00	P-1 / A-1 F-1+	0.10 0.10
Total Negotiable CD		920,000.00	1.76%	920,000.00 920,000.00	1.76%	920,000.00 14,752.71	1.63% 0.00	P-1 / A-1 F-1+	0.10 0.10
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 1,459,990.93	99.99 1.78%	1,459,839.40 7,137.78	2.56% (151.53)	Aaa / AAA AAA	0.01 0.01
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 1,063,679.69	98.04 2.87%	1,044,161.15 6,682.14	1.83% (19,518.54)	Aaa / AAA AAA	1.62 1.57
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,068.45	98.42 2.96%	403,501.91 1,691.25	0.71% (5,566.54)	Aaa / AAA NR	2.32 2.23
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 1,273,965.09	97.15 3.04%	1,238,677.80 5,494.01	2.17% (35,287.29)	Aaa / NR AAA	3.30 3.14

Holdings Report

As of September 30, 2018



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
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 780,731.39	95.18 3.05%	761,470.40 661.12	1.33% (19,260.99)	NR / NR AAA	3.96 3.77
Total Supranational		5,010,000.00	1.79%	4,979,952.30 4,987,435.55	2.63%	4,907,650.66 21,666.30	8.60% (79,784.89)	Aaa / AAA AAA	1.99 1.90
US CORPORATE									
74005PBH6	Praxair Note 1.25% Due 11/7/2018	810,000.00	Various 1.67%	797,684.40 809,670.34	99.85 2.73%	808,761.51 4,050.00	1.42% (908.83)	A2 / A NR	0.10 0.10
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	800,000.00	Various 2.27%	800,569.30 800,068.69	99.90 2.63%	799,210.41 3,935.56	1.40% (858.28)	A2 / A A	0.29 0.29
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	715,000.00	Various 2.04%	717,853.05 715,236.53	99.85 2.48%	713,919.64 1,266.16	1.25% (1,316.89)	A1 / AA- NR	0.42 0.42
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	700,000.00	Various 2.08%	703,858.75 700,390.87	99.75 2.64%	698,258.40 6,673.33	1.23% (2,132.47)	A1 / A+ AA-	0.57 0.56
40434CAC9	HSBC USA Inc Note 2.25% Due 6/23/2019	800,000.00	06/20/2017 1.99%	804,088.00 801,484.00	99.67 2.71%	797,326.40 4,900.00	1.40% (4,157.60)	A2 / A AA-	0.73 0.72
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	705,000.00	Various 2.29%	705,272.60 705,046.44	99.52 2.82%	701,587.80 900.84	1.23% (3,458.64)	A1 / A AA-	0.95 0.93
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17%	734,204.40 734,787.90	98.82 3.06%	726,299.81 2,677.65	1.27% (8,488.09)	A2 / A- A+	1.33 1.30
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77%	464,511.75 464,865.62	98.38 2.96%	457,480.49 1,039.79	0.80% (7,385.13)	A1 / A+ A+	1.38 1.34
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 747,245.10	98.69 3.07%	740,184.00 6,140.62	1.30% (7,061.10)	A2 / A- NR	1.64 1.58
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,892.95	98.40 2.78%	324,724.95 1,914.00	0.57% (5,168.00)	A2 / A A	1.68 1.63
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,891.28	98.23 2.88%	319,246.85 2,672.22	0.56% (5,644.43)	Aaa / AAA AA+	2.10 2.01

Holdings Report

As of September 30, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16%	803,768.00 802,073.53	98.18 3.21%	785,448.00 7,564.44	1.38% (16,625.53)	A3 / A A	2.10 2.00
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64%	697,130.00 697,783.59	98.37 3.24%	688,575.30 3,500.00	1.21% (9,208.29)	Aa2 / AA- AA	2.31 2.21
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 880,044.67	98.01 3.08%	857,612.88 1,620.21	1.50% (22,431.79)	Aaa / AA+ NR	2.42 2.33
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 319,936.39	99.16 3.16%	312,354.32 661.50	0.55% (7,582.07)	A2 / A A	2.43 2.32
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 407,522.29	99.47 3.21%	407,807.32 4,783.33	0.72% 285.03	A2 / A+ NR	2.61 2.47
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	440,000.00	05/16/2016 1.96%	439,771.20 439,879.59	96.75 3.25%	425,706.16 3,146.00	0.75% (14,173.43)	A1 / A AA-	2.64 2.52
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90 589,599.92	95.98 3.03%	566,297.34 1,346.35	0.99% (23,302.58)	Aaa / AAA AA+	2.86 2.76
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40%	785,998.44 792,877.75	96.55 3.13%	776,282.10 678.93	1.35% (16,595.65)	A1 / AA- A+	2.96 2.84
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	450,000.00	05/16/2018 3.34%	438,612.75 439,773.67	97.85 3.30%	440,308.35 2,600.00	0.77% 534.68	Aa3 / AA- A	3.28 3.10
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66%	389,329.20 389,555.13	97.76 3.34%	381,265.95 1,905.31	0.67% (8,289.18)	A1 / A+ AA-	3.32 3.13
674599CK9	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due 4/15/2022	700,000.00	06/18/2018 3.27%	683,298.00 684,531.19	97.30 3.42%	681,076.90 8,392.22	1.20% (3,454.29)	A3 / A A	3.54 3.31
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,938.76	96.25 3.50%	856,632.12 3,815.88	1.50% (33,306.64)	A2 / A A+	3.83 3.60
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	700,000.00	11/29/2017 2.58%	688,156.00 690,222.92	95.68 3.38%	669,786.60 983.89	1.17% (20,436.32)	A1 / A+ A+	3.94 3.72
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	625,000.00	02/09/2018 3.19%	618,968.75 619,740.70	97.40 3.63%	608,728.13 3,921.39	1.07% (11,012.57)	A3 / A- AA-	4.30 3.96
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	450,000.00	06/13/2018 3.44%	437,485.50 438,269.02	97.76 3.35%	439,918.65 875.00	0.77% 1,649.63	A2 / A A	4.43 4.12

Holdings Report

As of September 30, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,627.18	99.85 3.48%	224,657.33 1,617.19	0.39% 30.15	A2 / A+ NR	4.79 4.35
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	560,000.00	08/06/2018 3.41%	559,770.40 559,777.06	99.54 3.50%	557,409.44 2,750.22	0.98% (2,367.62)	A1 / A+ NR	4.86 4.42
Total US Corporate		17,059,000.00	2.40%	16,985,208.94 16,999,733.08	3.08%	16,766,867.15 86,332.03	29.39% (232,865.93)	A1 / A+ A+	2.26 2.14
US TREASURY									
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37%	1,250,394.81 1,250,153.79	97.32 2.82%	1,216,503.75 1,471.86	2.12% (33,650.04)	Aaa / AA+ AAA	1.92 1.87
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71%	787,471.43 794,712.01	97.06 2.84%	776,468.80 4,603.26	1.36% (18,243.21)	Aaa / AA+ AAA	2.09 2.02
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40%	1,298,734.82 1,299,396.08	96.67 2.86%	1,256,684.00 3,011.55	2.20% (42,712.08)	Aaa / AA+ AAA	2.34 2.27
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,267,506.13	98.00 2.86%	1,224,951.25 2,140.88	2.14% (42,554.88)	Aaa / AA+ AAA	2.42 2.33
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81%	781,471.43 789,223.18	96.14 2.86%	769,156.00 27.47	1.34% (20,067.18)	Aaa / AA+ AAA	2.50 2.43
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,286,514.06	94.97 2.89%	1,234,594.40 40.18	2.15% (51,919.66)	Aaa / AA+ AAA	3.00 2.91
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,026,743.22	97.39 2.89%	998,213.68 8,578.80	1.76% (28,529.54)	Aaa / AA+ AAA	3.09 2.94
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,343,080.05	96.26 2.91%	1,309,106.08 2,038.12	2.29% (33,973.97)	Aaa / AA+ AAA	3.42 3.28
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,112,003.73	97.19 2.92%	1,069,062.50 5,907.27	1.87% (42,941.23)	Aaa / AA+ AAA	3.75 3.55
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,344.22	96.11 2.93%	961,133.00 1,605.66	1.68% (39,211.22)	Aaa / AA+ AAA	3.92 3.73
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,228,891.52	95.56 2.93%	1,184,926.64 59.62	2.07% (43,964.88)	Aaa / AA+ AAA	4.00 3.82

Holdings Report
As of September 30, 2018

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									
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,134,584.41	96.75 2.94%	1,112,669.85 6,175.78	1.95% (21,914.56)	Aaa / AA+ AAA	4.25 4.00
Total US Treasury		13,575,000.00	1.77%	13,518,693.12 13,533,152.40	2.89%	13,113,469.95 35,660.45	22.93% (419,682.45)	Aaa / AA+ AAA	3.07 2.94
TOTAL PORTFOLIO		58,511,994.84	2.01%	58,237,643.84 58,310,416.85	2.90%	57,104,112.23 241,386.81	100.00% (1,206,304.62)	Aa1 / AA AAA	2.60 2.36
TOTAL MARKET VALUE PLUS ACCRUED						57,345,499.04			

Book Value Report

As of September 30, 2018



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$3,983,518.01	\$1,115,274.14	\$2,293,285.57	\$574,958.30	\$3,983,518.01
Agency	\$17,598,927.78	\$0.00	\$3,278,194.13	\$14,320,733.65	\$17,598,927.78
Money Market Fund FI	\$287,650.03	\$287,650.03	\$0.00	\$0.00	\$287,650.03
Negotiable CD	\$920,000.00	\$920,000.00	\$0.00	\$0.00	\$920,000.00
Supranational	\$4,987,435.55	\$1,459,990.93	\$1,063,679.69	\$2,463,764.93	\$4,987,435.55
US Corporate	\$16,999,733.08	\$4,531,896.87	\$2,276,791.57	\$10,191,044.64	\$16,999,733.08
US Treasury	\$13,533,152.40	\$0.00	\$1,250,153.79	\$12,282,998.61	\$13,533,152.40
TOTAL	\$58,310,416.85	\$8,314,811.97	\$10,162,104.75	\$39,833,500.13	\$58,310,416.85

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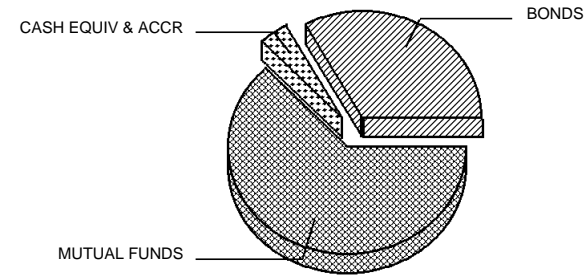
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 Period from September 1, 2018 to September 30, 2018

ASSET SUMMARY

ASSETS	09/30/2018 MARKET	09/30/2018 BOOK VALUE	% OF MARKET
Cash And Equivalents	203,404.73	203,404.73	2.69
Corporate Issues	2,543,303.25	2,732,139.25	33.63
Mutual Funds-Equity	4,607,322.62	3,679,032.28	60.93
Mutual Funds-Fixed Income	184,695.71	185,576.13	2.44
Total Assets	7,538,726.31	6,800,152.39	99.69
Accrued Income	23,551.89	23,551.89	0.31
Grand Total	7,562,278.20	6,823,704.28	100.00

Estimated Annual Income **168,024.78**



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ATTACHMENT A



PARS/CITY OF BREA 115P
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Period from September 1, 2018 to September 30, 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	203,100.950	203,100.95 1.0000	203,100.95	.00 .00	322.40	2.00
Total Money Markets	203,100.950	203,100.95	203,100.95	.00 .00	322.40	2.00
Cash						
Cash		303.78	303.78			
Total Cash	.000	303.78	303.78	.00 .00	.00	0.00
Total Cash And Equivalents	203,100.950	203,404.73	203,404.73	.00 .00	322.40	2.00
Corporate Issues						
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moodys Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	147,663.00 98.4420	158,403.00	- 10,740.00 - 918.00	451.25	2.90
Bank Ny Mellon Mtn 5.450% 5/15/19 Standard & Poors Rating: A Moodys Rating: A1 06406HBM0 Asset Minor Code 28	200,000.000	203,354.00 101.6770	223,052.00	- 19,698.00 - 564.00	4,117.78	5.36

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	199,288.00 99.6440	207,884.00	- 8,596.00 - 406.00	435.00	2.91
Gen Elec Cap Crp Mtn 6.000% 8/07/19 Standard & Poors Rating: BBB+ Moody's Rating: A2 36962G4D3 Asset Minor Code 28	175,000.000	179,534.25 102.5910	200,947.25	- 21,413.00 - 654.50	1,575.00	5.85
Gen Elec Cap Crp Mtn 5.500% 1/08/20 Standard & Poors Rating: BBB+ Moody's Rating: A2 36962G4J0 Asset Minor Code 28	200,000.000	205,778.00 102.8890	228,930.00	- 23,152.00 - 650.00	2,536.11	5.35
General Elec Cap Mtn 3.100% 1/09/23 Standard & Poors Rating: BBB+ Moody's Rating: A2 36962G6S8 Asset Minor Code 28	100,000.000	97,932.00 97.9320	106,031.00	- 8,099.00 - 736.00	706.11	3.17
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28	100,000.000	99,850.00 99.8500	104,231.00	- 4,381.00 - 1,033.00	1,250.00	3.76
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	72,119.25 96.1590	74,970.75	- 2,851.50 - 366.00	748.13	2.81
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	93,818.00 93.8180	103,111.00	- 9,293.00 - 719.00	351.39	2.93

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PARS/CITY OF BREA 115P
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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	200,000.000	198,632.00 99.3160	208,046.00	- 9,414.00 - 522.00	277.78	3.15
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	100,612.00 100.6120	109,303.00	- 8,691.00 - 605.00	666.67	3.98
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	100,000.000	90,718.00 90.7180	94,613.00	- 3,895.00 - 1,021.00	989.58	2.62
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	71,709.75 95.6130	73,932.75	- 2,223.00 - 798.00	865.10	2.88
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 867914BM4 Asset Minor Code 28	75,000.000	72,981.00 97.3080	75,130.50	- 2,149.50 - 257.25	360.00	2.77
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	214,090.00 107.0450	230,048.00	- 15,958.00 - 508.00	457.78	4.81
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: A+ Moody's Rating: A1 92826CAB8 Asset Minor Code 28	200,000.000	196,540.00 98.2700	204,764.00	- 8,224.00 - 646.00	1,307.78	2.24

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A- Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	96,938.00 96.9380	103,890.00	- 6,952.00 - 984.00	201.67	3.40
Xto Energy Inc 6.500% 12/15/18 Standard & Poors Rating: AA+ Moody's Rating: Aaa 98385XAT3 Asset Minor Code 28	200,000.000	201,746.00 100.8730	224,852.00	- 23,106.00 - 566.00	3,827.78	6.44
Total Corporate Issues	2,550,000.000	2,543,303.25	2,732,139.25	- 188,836.00 - 11,953.75	21,124.91	4.00

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fd Instl 19765P406 Asset Minor Code 98	.000	.00 27.6400	.00	.00 139.75	.00	0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	13,353.548	375,501.77 28.1200	289,572.84	85,928.93 435.30	.00	1.00
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	4,228.040	183,327.81 43.3600	154,300.31	29,027.50 550.28	.00	2.06
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	2,796.132	599,239.05 214.3100	494,001.43	105,237.62 - 3,421.96	.00	1.25
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	2,783.436	228,854.11 82.2200	163,932.47	64,921.64 1,296.14	.00	0.20

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Hartford Schroders Emerging Markets 41665H797 Asset Minor Code 98	20,183.988	311,842.61 15.4500	240,719.26	71,123.35 462.20	.00	1.00
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	1,701.000	375,070.50 220.5000	296,193.87	78,876.63 - 5,208.64	2,104.58	1.69
Mfs International Growth R6 552746356 Asset Minor Code 98	5,325.115	185,846.51 34.9000	141,598.96	44,247.55 - 279.54	.00	1.01
Nationwide Bailard Intl Equities R6 63868B815 Asset Minor Code 98	30,132.372	251,906.63 8.3600	225,195.33	26,711.30 2,649.58	.00	2.44
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	3,148.493	227,761.98 72.3400	167,784.13	59,977.85 - 370.67	.00	0.36
T Rowe Price New Horizons Fund I 779562206 Asset Minor Code 98	5,174.652	341,837.51 66.0600	224,965.56	116,871.95 - 3,003.64	.00	0.00
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,842.938	435,941.60 74.6100	369,444.51	66,497.09 - 6,486.22	.00	1.11
Undiscovered Managers Behavioral 904504842 Asset Minor Code 98	.000	.00 74.4600	.00	.00 - 2,355.35	.00	0.00
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	11,345.554	966,187.38 85.1600	786,521.33	179,666.05 - 1,451.94	.00	1.39
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	1,537.000	124,005.16 80.6800	124,802.28	- 797.12 - 4,987.44	.00	4.77

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Mutual Funds-Equity	107,552.268	4,607,322.62	3,679,032.28	928,290.34 - 22,032.15	2,104.58	1.25
Mutual Funds-Fixed Income						
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	17,674.231	184,695.71 10.4500	185,576.13	- 880.42 - 286.82	.00	2.54
Total Mutual Funds-Fixed Income	17,674.231	184,695.71	185,576.13	- 880.42 - 286.82	.00	2.53
Total Mutual Funds	125,226.499	4,792,018.33	3,864,608.41	927,409.92 - 22,318.97	2,104.58	1.30
Total Assets	2,878,327.449	7,538,726.31	6,800,152.39	738,573.92 - 34,272.72	23,551.89	2.23
Accrued Income	.000	23,551.89	23,551.89			
Grand Total	2,878,327.449	7,562,278.20	6,823,704.28			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.68
Average Coupon	1.76%
Average Purchase YTM	1.84%
Average Market YTM	2.85%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.81 yrs
Average Life	2.81 yrs

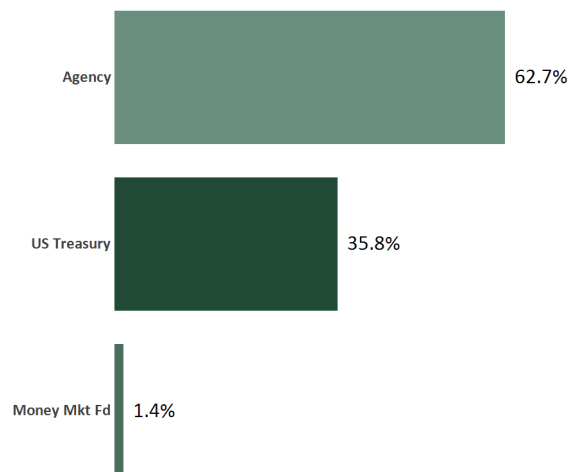
ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	448,686	446,917
Accrued Interest	1,707	2,389
Total Market Value	450,393	449,306
Income Earned	674	684
Cont/WD		0
Par	459,735	459,383
Book Value	458,817	458,287
Cost Value	458,182	457,828

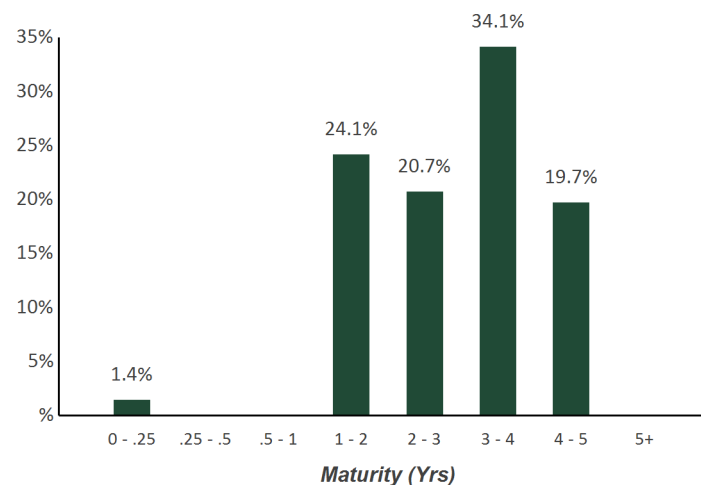
TOP ISSUERS

Government of United States	35.8%
Federal National Mortgage Assoc	30.9%
Federal Home Loan Bank	16.3%
Federal Home Loan Mortgage Corp	15.5%
AIM STIT-Treasury Portfolio	1.4%
Total	100.0%

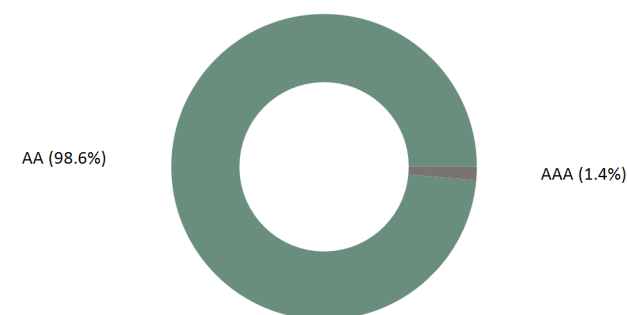
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2009
Brea 05 CFD 97-1 Spec Tax Reserve Fund	-0.24%	0.10%	-0.27%	-0.72%	-0.37%	0.40%	1.10%	N/A	1.78%
ICE BAML 3-Month US Treasury Bill Index	0.15%	0.49%	1.30%	1.59%	1.12%	0.84%	0.52%	N/A	0.34%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$458,816.83
<u>Acquisition</u>		
+ Security Purchases	\$29,707.20	
+ Money Market Fund Purchases	\$176.51	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$29,883.71
<u>Dispositions</u>		
- Security Sales	\$29,381.25	
- Money Market Fund Sales	\$528.34	
- 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		\$29,909.59
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$27.30	
		\$27.30
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$531.72)	
		(\$531.72)
ENDING BOOK VALUE		\$458,286.53

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$6,734.68
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$29,381.25	
Accrued Interest Received	\$17.61	
Interest Received	\$168.75	
Dividend Received	\$7.76	
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	\$29,575.37	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$29,707.20	
Accrued Interest Paid	\$220.00	
Total Dispositions	\$29,927.20	
ENDING BOOK VALUE		\$6,382.85

Holdings Report

As of September 30, 2018



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									
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	40,000.00	03/25/2015 1.40%	39,735.60 39,941.39	98.62 2.65%	39,448.84 248.61	8.84% (492.55)	Aaa / AA+ AAA	1.01 0.98
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87%	39,779.20 39,924.37	98.19 2.84%	39,277.64 211.94	8.79% (646.73)	Aaa / AA+ NR	1.70 1.65
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64%	34,566.00 34,790.23	96.58 2.87%	33,801.36 57.48	7.54% (988.87)	Aaa / AA+ AAA	2.39 2.32
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50%	42,738.13 42,840.12	95.54 2.93%	41,080.09 285.77	9.21% (1,760.03)	Aaa / AA+ AAA	3.02 2.90
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92%	40,142.40 40,098.97	97.11 2.93%	38,845.28 191.11	8.69% (1,253.69)	Aaa / AA+ AAA	3.27 3.11
3135G0T78	FNMA Note 2% Due 10/5/2022	30,000.00	01/09/2018 2.36%	29,518.50 29,592.02	96.19 3.01%	28,858.32 293.33	6.49% (733.70)	Aaa / AA+ AAA	4.02 3.78
3135G0T94	FNMA Note 2.375% Due 1/19/2023	30,000.00	06/13/2018 2.91%	29,319.90 29,364.03	97.49 3.00%	29,246.01 142.50	6.54% (118.02)	Aaa / AA+ AAA	4.31 4.03
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	30,000.00	09/14/2018 2.97%	29,707.20 29,709.56	98.77 3.03%	29,631.18 252.08	6.65% (78.38)	Aaa / AA+ AAA	4.72 4.35
Total Agency		288,000.00	2.00%	285,506.93 286,260.69	2.90%	280,188.72 1,682.82	62.73% (6,071.97)	Aaa / AA+ AAA	2.93 2.78
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	6,382.85	Various 0.60%	6,382.85 6,382.85	1.00 0.60%	6,382.85 0.00	1.42% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		6,382.85	0.60%	6,382.85 6,382.85	0.60%	6,382.85 0.00	1.42% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UV0	US Treasury Note 1.125% Due 3/31/2020	30,000.00	05/07/2015 1.57%	29,379.01 29,810.13	97.61 2.77%	29,281.65 0.93	6.52% (528.48)	Aaa / AA+ AAA	1.50 1.47
912828WC0	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63%	30,166.51 30,069.55	97.81 2.84%	29,342.58 219.70	6.58% (726.97)	Aaa / AA+ AAA	2.09 2.01
912828WN6	US Treasury Note 2% Due 5/31/2021	30,000.00	07/11/2016 1.01%	31,406.35 30,767.03	97.77 2.88%	29,329.68 201.64	6.57% (1,437.35)	Aaa / AA+ AAA	2.67 2.56

Holdings Report

As of September 30, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89%	34,974.14 34,983.17	96.95 2.89%	33,932.22 220.54	7.60% (1,050.95)	Aaa / AA+ AAA	3.17 3.02
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84%	9,960.58 9,972.23	96.26 2.91%	9,625.78 14.99	2.15% (346.45)	Aaa / AA+ AAA	3.42 3.28
912828L24	US Treasury Note 1.875% Due 8/31/2022	30,000.00	09/18/2017 1.84%	30,051.66 30,040.88	96.11 2.93%	28,833.99 48.17	6.43% (1,206.89)	Aaa / AA+ AAA	3.92 3.73
Total US Treasury		165,000.00	1.61%	165,938.25 165,642.99	2.86%	160,345.90 705.97	35.84% (5,297.09)	Aaa / AA+ AAA	2.73 2.61
TOTAL PORTFOLIO		459,382.85	1.84%	457,828.03 458,286.53	2.85%	446,917.47 2,388.79	100.00% (11,369.06)	Aaa / AA+ AAA	2.81 2.68
TOTAL MARKET VALUE PLUS ACCRUED						449,306.26			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.40
Average Coupon	1.83%
Average Purchase YTM	1.44%
Average Market YTM	2.80%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.51 yrs
Average Life	2.51 yrs

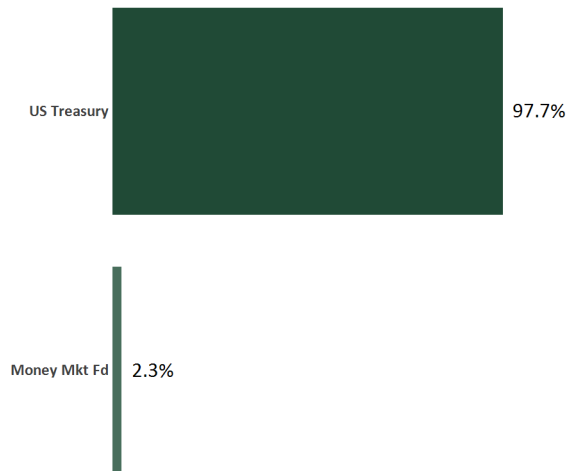
ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	1,884,139	1,880,951
Accrued Interest	7,049	5,485
Total Market Value	1,891,188	1,886,436
Income Earned	2,383	2,324
Cont/WD		0
Par	1,918,883	1,923,358
Book Value	1,935,252	1,939,140
Cost Value	1,949,524	1,953,998

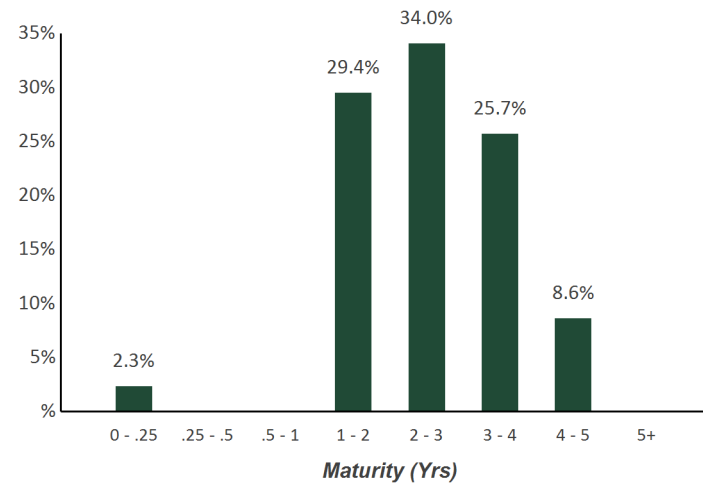
TOP ISSUERS

Government of United States	97.7%
AIM STIT-Treasury Portfolio	2.3%
Total	100.0%

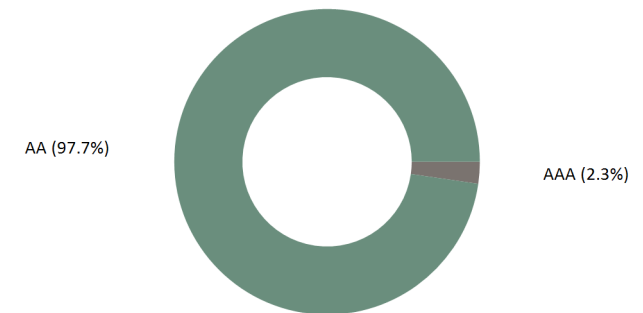
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				6/30/2009
					2YRS	3YRS	5YRS	10YRS	
Brea 2009 Water Revenue Bond Reserve Fund	-0.25%	0.07%	-0.24%	-0.70%	-0.54%	0.27%	1.03%	N/A	2.08%
ICE BAML 3-Month US Treasury Bill Index	0.15%	0.49%	1.30%	1.59%	1.12%	0.84%	0.52%	N/A	0.33%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,935,251.77
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$4,474.27	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$4,474.27
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$585.77)	
		(\$585.77)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,939,140.27

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$38,883.26
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$4,431.25	
Dividend Received	\$43.02	
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	\$4,474.27	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$43,357.53

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	43,357.53	Various 0.60%	43,357.53 43,357.53	1.00 0.60%	43,357.53 0.00	2.30% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		43,357.53	0.60%	43,357.53 43,357.53	0.60%	43,357.53 0.00	2.30% 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%	168,081.41 166,098.66	98.63 2.70%	162,737.69 831.76	8.67% (3,360.97)	Aaa / AA+ AAA	1.17 1.14
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60%	132,834.83 134,356.53	97.92 2.75%	132,194.57 144.51	7.02% (2,161.96)	Aaa / AA+ AAA	1.42 1.39
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57%	97,930.02 99,367.09	97.61 2.77%	97,605.50 3.09	5.17% (1,761.59)	Aaa / AA+ AAA	1.50 1.47
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03%	168,796.84 166,768.86	97.88 2.82%	161,506.62 451.73	8.59% (5,262.24)	Aaa / AA+ AAA	1.84 1.78
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46%	161,991.55 160,942.80	97.81 2.84%	156,493.76 1,171.74	8.36% (4,449.04)	Aaa / AA+ AAA	2.09 2.01
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08%	174,062.66 169,688.17	98.97 2.85%	163,304.96 990.34	8.71% (6,383.21)	Aaa / AA+ AAA	2.25 2.16
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10%	171,516.76 168,483.78	98.00 2.86%	161,693.57 282.60	8.59% (6,790.21)	Aaa / AA+ AAA	2.42 2.33
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04%	167,290.77 163,992.91	97.77 2.88%	156,424.96 1,075.41	8.35% (7,567.95)	Aaa / AA+ AAA	2.67 2.56
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38%	175,983.77 173,644.18	97.81 2.89%	166,281.25 9.92	8.82% (7,362.93)	Aaa / AA+ AAA	3.00 2.88
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84%	164,349.58 164,541.87	96.26 2.91%	158,825.37 247.27	8.43% (5,716.50)	Aaa / AA+ AAA	3.42 3.28
912828L24	US Treasury Note 1.875% Due 8/31/2022	165,000.00	09/18/2017 1.84%	165,284.15 165,224.87	96.11 2.93%	158,586.95 264.93	8.42% (6,637.92)	Aaa / AA+ AAA	3.92 3.73

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									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	165,000.00	06/13/2018	162,518.55	98.14	161,938.43	8.58%	Aaa / AA+	4.50
			2.84%	162,673.02	2.94%	11.33	(734.59)	AAA	4.22
Total US Treasury		1,880,000.00	1.46%	1,910,640.89 1,895,782.74	2.85%	1,837,593.63 5,484.63	97.70% (58,189.11)	Aaa / AA+ AAA	2.57 2.46
TOTAL PORTFOLIO		1,923,357.53	1.44%	1,953,998.42 1,939,140.27	2.80%	1,880,951.16 5,484.63	100.00% (58,189.11)	Aaa / AA+ AAA	2.51 2.40
TOTAL MARKET VALUE PLUS ACCRUED						1,886,435.79			

Portfolio Summary

As of September 30, 2018



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.60
Average Coupon	1.85%
Average Purchase YTM	1.55%
Average Market YTM	2.81%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.72 yrs
Average Life	2.72 yrs

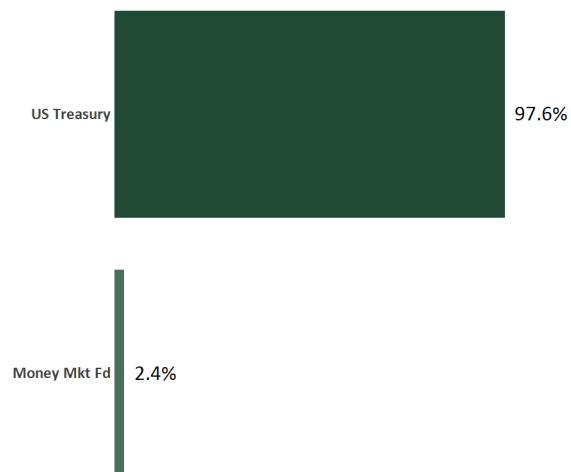
ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	1,328,949	1,326,257
Accrued Interest	4,840	3,630
Total Market Value	1,333,789	1,329,887
Income Earned	1,807	1,762
Cont/WD		0
Par	1,355,017	1,358,303
Book Value	1,363,940	1,366,912
Cost Value	1,371,825	1,375,111

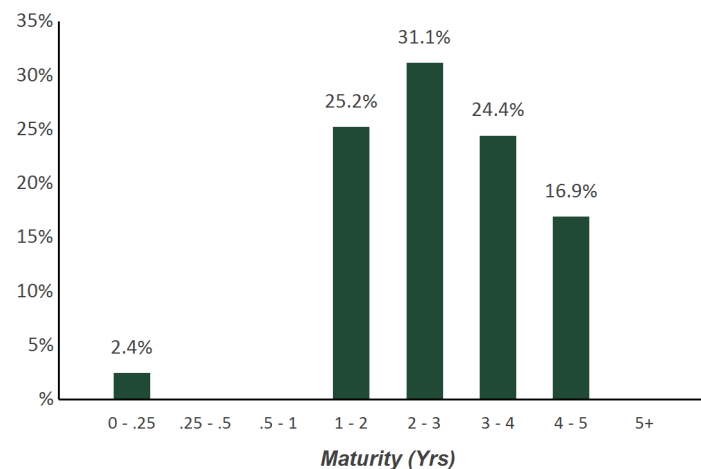
TOP ISSUERS

Government of United States	97.6%
AIM STIT-Treasury Portfolio	2.4%
Total	100.0%

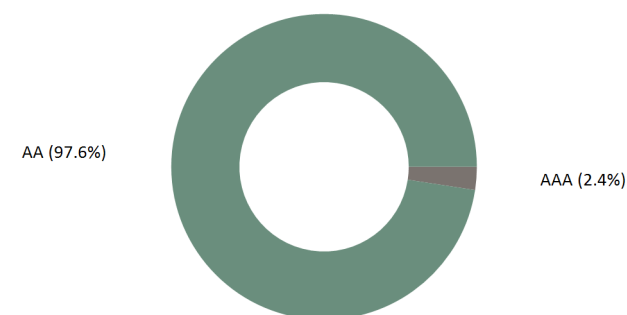
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Water Revenue Bonds, Series B, Reserve Account	-0.29%	0.03%	-0.37%	-0.82%	-0.60%	0.23%	1.00%	N/A	1.67%
ICE BAML 3-Month US Treasury Bill Index	0.15%	0.49%	1.30%	1.59%	1.12%	0.84%	0.52%	N/A	0.35%

Reconciliation Summary

As of September 30, 2018

ATTACHMENT A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,363,939.82
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$3,285.49	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,285.49
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$313.50)	
		(\$313.50)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,366,911.81

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$29,017.18
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$3,253.13	
Dividend Received	\$32.36	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$3,285.49	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$32,302.67

Holdings Report

As of September 30, 2018

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	32,302.67	Various 0.60%	32,302.67 32,302.67	1.00 0.60%	32,302.67 0.00	2.43% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		32,302.67	0.60%	32,302.67 32,302.67	0.60%	32,302.67 0.00	2.43% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	112,000.00	Various 1.40%	111,138.03 111,766.06	97.92 2.75%	109,672.54 119.90	8.26% (2,093.52)	Aaa / AA+ AAA	1.42 1.39
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47%	113,111.52 114,433.45	97.61 2.77%	112,246.34 3.55	8.44% (2,187.11)	Aaa / AA+ AAA	1.50 1.47
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03%	117,646.28 116,232.84	97.88 2.82%	112,565.22 314.84	8.49% (3,667.62)	Aaa / AA+ AAA	1.84 1.78
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63%	88,488.42 88,204.00	97.81 2.84%	86,071.57 644.46	6.52% (2,132.43)	Aaa / AA+ AAA	2.09 2.01
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08%	121,316.40 118,267.51	98.97 2.85%	113,818.61 690.23	8.61% (4,448.90)	Aaa / AA+ AAA	2.25 2.16
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10%	119,541.99 117,428.09	98.00 2.86%	112,695.52 196.96	8.49% (4,732.57)	Aaa / AA+ AAA	2.42 2.33
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03%	105,664.79 103,549.69	97.77 2.88%	98,743.26 678.85	7.48% (4,806.43)	Aaa / AA+ AAA	2.67 2.56
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38%	113,871.85 112,358.00	97.81 2.89%	107,593.75 6.42	8.09% (4,764.25)	Aaa / AA+ AAA	3.00 2.88
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84%	109,566.38 109,694.58	96.26 2.91%	105,883.58 164.85	7.97% (3,811.00)	Aaa / AA+ AAA	3.42 3.28
912828L24	US Treasury Note 1.875% Due 8/31/2022	115,000.00	09/18/2017 1.84%	115,198.04 115,156.72	96.11 2.93%	110,530.30 184.65	8.33% (4,626.42)	Aaa / AA+ AAA	3.92 3.73
912828N30	US Treasury Note 2.125% Due 12/31/2022	115,000.00	01/09/2018 2.31%	113,993.75 114,140.03	96.75 2.94%	111,266.99 617.58	8.41% (2,873.04)	Aaa / AA+ AAA	4.25 4.00

Holdings Report
As of September 30, 2018

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									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	115,000.00	06/13/2018	113,270.51	98.14	112,866.18	8.49%	Aaa / AA+	4.50
			2.84%	113,378.17	2.94%	7.90	(511.99)	AAA	4.22
Total US Treasury		1,326,000.00	1.58%	1,342,807.96 1,334,609.14	2.87%	1,293,953.86 3,630.19	97.57% (40,655.28)	Aaa / AA+ AAA	2.78 2.66
TOTAL PORTFOLIO		1,358,302.67	1.55%	1,375,110.63 1,366,911.81	2.81%	1,326,256.53 3,630.19	100.00% (40,655.28)	Aaa / AA+ AAA	2.72 2.60
TOTAL MARKET VALUE PLUS ACCRUED						1,329,886.72			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.71
Average Coupon	1.87%
Average Purchase YTM	1.56%
Average Market YTM	2.64%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.84 yrs
Average Life	2.84 yrs

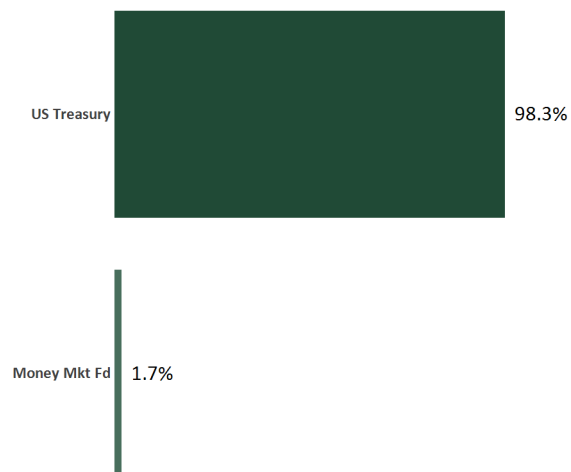
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	256,863	258,384
Accrued Interest	1,321	964
Total Market Value	258,184	259,348
Income Earned	352	352
Cont/WD		0
Par	262,709	263,484
Book Value	264,648	265,357
Cost Value	266,162	266,937

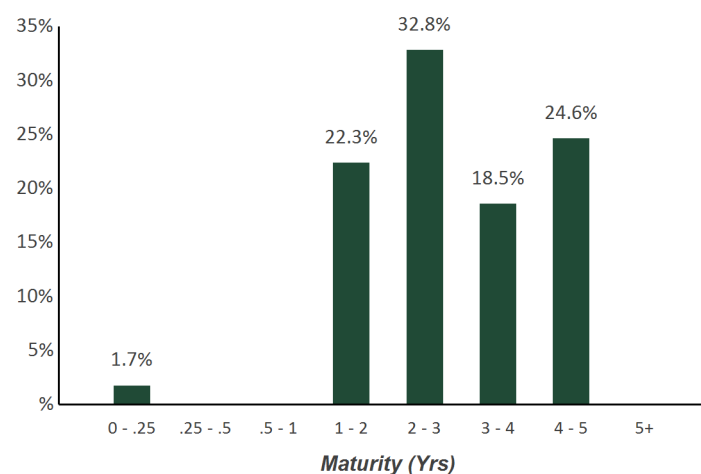
TOP ISSUERS

Government of United States	98.3%
AIM STIT-Treasury Portfolio	1.7%
Total	100.0%

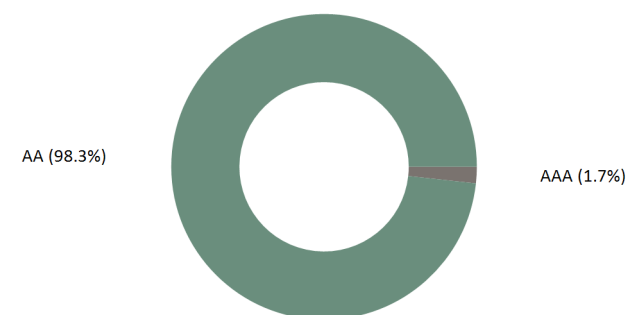
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Lease Revenue Bonds, Reserve Account	0.45%	0.35%	-0.09%	-0.95%	-0.37%	0.55%	1.21%	N/A	1.74%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.51%	1.15%	1.52%	1.07%	0.79%	0.49%	N/A	0.34%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$264,647.94
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$775.00	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$775.00
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$66.17)	
		(\$66.17)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$265,356.77

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,708.96
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$770.63	
Dividend Received	\$4.37	
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	\$775.00	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$4,483.96

Holdings Report

As of August 31, 2018



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	4,483.96	Various 0.60%	4,483.96 4,483.96	1.00 0.60%	4,483.96 0.00	1.73% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		4,483.96	0.60%	4,483.96 4,483.96	0.60%	4,483.96 0.00	1.73% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	20,000.00	Various 1.59%	19,688.54 19,902.34	98.08 2.56%	19,615.63 0.69	7.56% (286.71)	Aaa / AA+ AAA	1.50 1.47
912828UV0	US Treasury Note 1.125% Due 3/31/2020	17,000.00	05/07/2015 1.57%	16,648.10 16,886.50	97.75 2.58%	16,618.16 80.47	6.44% (268.34)	Aaa / AA+ AAA	1.58 1.55
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,246.43	98.14 2.63%	21,590.07 31.09	8.34% (656.36)	Aaa / AA+ AAA	1.92 1.87
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,136.23	98.13 2.65%	21,587.50 129.73	8.37% (548.73)	Aaa / AA+ AAA	2.17 2.09
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,647.90	99.37 2.66%	21,860.78 89.45	8.46% (787.12)	Aaa / AA+ AAA	2.34 2.24
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,480.32	98.38 2.67%	21,643.36 1.22	8.35% (836.96)	Aaa / AA+ AAA	2.50 2.42
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,527.12	98.20 2.68%	19,639.84 101.64	7.61% (887.28)	Aaa / AA+ AAA	2.75 2.64
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,550.59	98.30 2.70%	24,576.18 223.53	9.56% (974.41)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,931.76	96.80 2.71%	23,233.13 1.16	8.96% (698.63)	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,032.00	96.77 2.73%	22,257.88 1.19	8.58% (774.12)	Aaa / AA+ AAA	4.00 3.82
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,847.55	97.50 2.74%	19,500.78 72.76	7.55% (346.77)	Aaa / AA+ AAA	4.34 4.09

Holdings Report

As of August 31, 2018

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									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018	21,669.14	98.98	21,776.57	8.49%	Aaa / AA+	4.58
			2.84%	21,684.07	2.74%	231.42	92.50	AAA	4.25
Total US Treasury		259,000.00	1.58%	262,453.41 260,872.81	2.67%	253,899.88 964.35	98.27% (6,972.93)	Aaa / AA+ AAA	2.89 2.76
TOTAL PORTFOLIO		263,483.96	1.56%	266,937.37 265,356.77	2.64%	258,383.84 964.35	100.00% (6,972.93)	Aaa / AA+ AAA	2.84 2.71
TOTAL MARKET VALUE PLUS ACCRUED						259,348.19			

Portfolio Summary

As of August 31, 2018



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.94
Average Coupon	1.92%
Average Purchase YTM	2.64%
Average Market YTM	2.63%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.09 yrs
Average Life	3.09 yrs

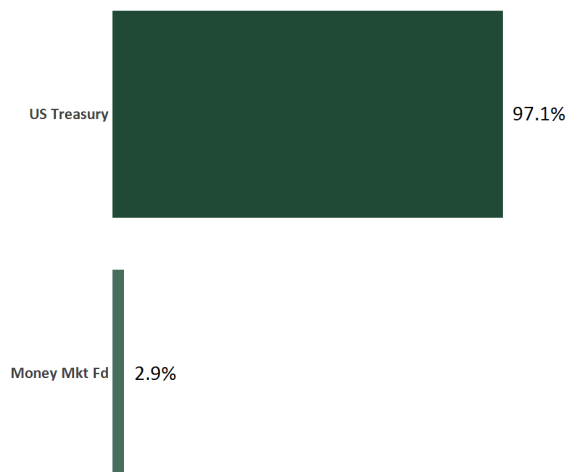
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	662,294	666,421
Accrued Interest	4,021	3,120
Total Market Value	666,316	669,540
Income Earned	2,079	1,518
Cont/WD		0
Par	677,613	679,634
Book Value	663,362	665,781
Cost Value	662,775	664,797

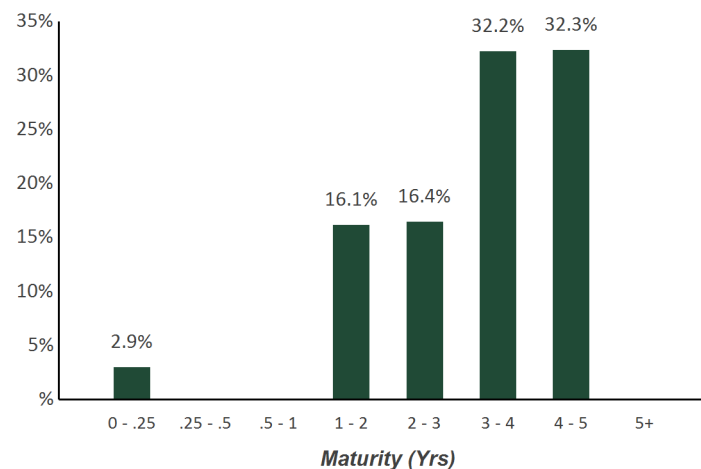
TOP ISSUERS

Government of United States	97.1%
AIM STIT-Treasury Portfolio	2.9%
Total	100.0%

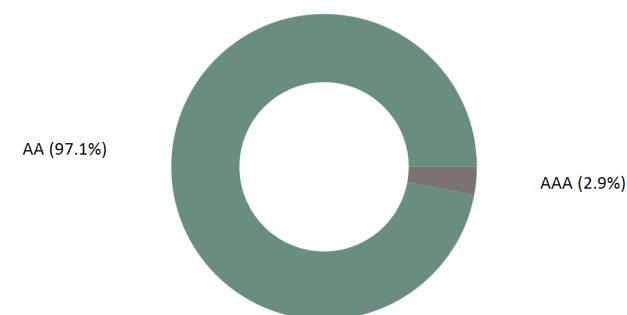
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	0.48%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BAML 3-5 Yr US Treasury/Agency Index	0.58%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$663,361.62
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,021.11	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,021.11
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$398.54	
		\$398.54
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$665,781.27

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$17,612.50
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,993.75	
Dividend Received	\$27.36	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,021.11	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$19,633.61

Holdings Report

As of August 31, 2018



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	19,633.61	Various 0.60%	19,633.61 19,633.61	1.00 0.60%	19,633.61 0.00	2.93% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		19,633.61	0.60%	19,633.61 19,633.61	0.60%	19,633.61 0.00	2.93% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UV0	US Treasury Note 1.125% Due 3/31/2020	110,000.00	06/13/2018 2.57%	107,232.81 107,566.05	97.75 2.58%	107,529.29 520.70	16.14% (36.76)	Aaa / AA+ AAA	1.58 1.55
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,504.42	99.37 2.66%	109,303.92 447.25	16.39% (200.50)	Aaa / AA+ AAA	2.34 2.24
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 108,337.18	98.30 2.70%	108,135.17 983.54	16.30% (202.01)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 106,220.70	96.80 2.71%	106,485.17 5.32	15.91% 264.47	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 106,098.97	96.77 2.73%	106,450.74 5.70	15.90% 351.77	Aaa / AA+ AAA	4.00 3.82
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,420.34	98.98 2.74%	108,882.84 1,157.10	16.44% 462.50	Aaa / AA+ AAA	4.58 4.25
Total US Treasury		660,000.00	2.70%	645,162.89 646,147.66	2.69%	646,787.13 3,119.61	97.07% 639.47	Aaa / AA+ AAA	3.18 3.02
TOTAL PORTFOLIO		679,633.61	2.64%	664,796.50 665,781.27	2.63%	666,420.74 3,119.61	100.00% 639.47	Aaa / AA+ AAA	3.09 2.94
TOTAL MARKET VALUE PLUS ACCRUED						669,540.35			

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: October 19, 26 and November 2, 2018 City Check Registers - Receive and file.

Attachments

10-19-18 City Check Register

10-26-18 City Check Register

11-2-18 City Check Register

City Check Register for: Oct 19, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179047	BELL PIPE & SUPPLY CO	10/19/2018	4716	420515131	SIGHT GLASS	\$253.58
BELL PIPE & SUPPLY CO					Total Check Amount:	\$253.58
179048	BEN BROUMAND	10/19/2018	27875	420000000	CLOSED WATER ACCOUNT	\$119.00
BEN BROUMAND					Total Check Amount:	\$119.00
179049	CALIFORNIA NEWSPAPER PARTNERSHIP	10/19/2018	26287	110111161	LEGAL NOTICES	\$561.00
		10/19/2018	26287	110323231	PUB HEARING ADVERTIS	\$381.00
		10/19/2018	26287	510707936	SECTION A NOTICE	\$470.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$1,412.00
179050	CALIFORNIA YELLOW CAB	10/19/2018	24712	110404525	SENIOR TAXI RIDES SEP	\$108.00
CALIFORNIA YELLOW CAB					Total Check Amount:	\$108.00
179051	COUNTY OF ORANGE	10/19/2018	4799	110212122	PRKNG CITATIONS SEP18	\$11,299.00
COUNTY OF ORANGE					Total Check Amount:	\$11,299.00
179052	CPSI - PROPERTY SPECIALIST, INC.	10/19/2018	26951	510707251	57/LAMBERT ACQ SVCS	\$10,692.01
CPSI - PROPERTY SPECIALIST, INC.					Total Check Amount:	\$10,692.01
179053	CREATE A PARTY RENTALS	10/19/2018	7113	110404215	TABLE RENTAL (30)	\$318.00
CREATE A PARTY RENTALS					Total Check Amount:	\$318.00
179054	CROSSROADS SOFTWARE	10/19/2018	14451	231212141	TABLET CITATION SYSTM	\$18,900.00
CROSSROADS SOFTWARE					Total Check Amount:	\$18,900.00
179055	DIVISION OF THE STATE ARCHITECT	10/19/2018	21499	110	BL STATE FEE 2018 Q3	\$3,036.00
		10/19/2018	21499	110000000	CASP ADM FEE 5% 18-Q3	(\$151.80)
		10/19/2018	21499	110000000	CASP CITY REV 2018 Q3	(\$2,580.60)
DIVISION OF THE STATE ARCHITECT					Total Check Amount:	\$303.60
179056	DJS PLUS	10/19/2018	8022	110404215	SNEAK PEAK 10/5/18	\$400.00
DJS PLUS					Total Check Amount:	\$400.00
179057	SOUTHERN CALIFORNIA EDISON	10/19/2018	3343	110515121	ELECTRICITY SEP/OCT18	\$2,264.07
		10/19/2018	3343	110515125	ELECTRICITY SEP/OCT18	\$25.94
		10/19/2018	3343	110515143	ELECTRICITY SEP/OCT18	\$25.94
		10/19/2018	3343	110515148	ELECTRICITY SEP/OCT18	\$45.61
		10/19/2018	3343	490515151	ELECTRICITY SEP/OCT18	\$23.81
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$2,385.37
179058	SOUTHERN CALIFORNIA EDISON	10/19/2018	3343	110515121	ELECTRICTY SEPT/OCT18	\$8,528.14
		10/19/2018	3343	490515151	ELECTRICTY SEPT/OCT18	\$31,318.28
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$39,846.42
179059	FLEETPRIDE, INC.	10/19/2018	8245	480515161	AIR SYSTEM FITTINGS	\$20.08
FLEETPRIDE, INC.					Total Check Amount:	\$20.08
179060	FRANCHISE TAX BOARD	10/19/2018	13287	110	CD912245780 101218 PR	\$195.20
FRANCHISE TAX BOARD					Total Check Amount:	\$195.20
179061	GOLDEN BELL PRODUCTS, INC.	10/19/2018	1411	430515123	SWR COATING/ROACH CTL	\$4,095.00
GOLDEN BELL PRODUCTS, INC.					Total Check Amount:	\$4,095.00

City Check Register for: Oct 19, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179062	HARBOR TRUCK BODIES, INC.	10/19/2018	18241	480515161	INSTLL CABINET LIGHTS	\$1,840.97
HARBOR TRUCK BODIES, INC.					Total Check Amount:	\$1,840.97
179063	JART DIRECT MAIL SERVICES	10/19/2018	8634	110404541	WW POSTCARD MAILING	\$936.79
JART DIRECT MAIL SERVICES					Total Check Amount:	\$936.79
179064	DAVID KIM	10/19/2018	21014	420000000	REFUND OVERPAYMENT	\$796.27
DAVID KIM					Total Check Amount:	\$796.27
179065	KORALEEN ENTERPRISES	10/19/2018	21694	420515131	LOCKS	\$190.54
KORALEEN ENTERPRISES					Total Check Amount:	\$190.54
179066	THE KOREA DAILY	10/19/2018	24976	110111161	ADVERTISEMENT	\$429.00
THE KOREA DAILY					Total Check Amount:	\$429.00
179067	LANGUAGE LINE SERVICES	10/19/2018	19704	110212133	PHONE INTERPRETATION	\$29.14
LANGUAGE LINE SERVICES					Total Check Amount:	\$29.14
179068	LINEN X PRESS, INC.	10/19/2018	4592	110404215	LINEN:WELLNESS FEST	\$211.73
LINEN X PRESS, INC.					Total Check Amount:	\$211.73
179069	MAGIC CARPET, INC.	10/19/2018	8127	490515151	FLOORING REPAIR	\$12.70
MAGIC CARPET, INC.					Total Check Amount:	\$12.70
179070	OFFICE DEPOT, INC	10/19/2018	4743	110111161	ENVELOPES	\$20.43
		10/19/2018	4743	110212131	GERMICIDAL WIPES	\$215.49
		10/19/2018	4743	110404311	OFFICE SUPPLIES	\$467.03
		10/19/2018	4743	110404429	FILES	\$9.20
		10/19/2018	4743	110404523	RESC CTR OFFICE SUPPL	\$96.79
OFFICE DEPOT, INC					Total Check Amount:	\$808.94
179071	PETTY CASH CUSTODIAN	10/19/2018	12373	110	PETTY CASH REPL 9/30	\$176.96
PETTY CASH CUSTODIAN					Total Check Amount:	\$176.96
179072	PUENTE HILLS FORD	10/19/2018	25742	480515161	PD WHEELS/SENSORS	\$493.58
PUENTE HILLS FORD					Total Check Amount:	\$493.58
179073	SMOG PUMPS UNLIMITED INC.	10/19/2018	15093	480515161	CLUTCH PULLEY	\$136.88
SMOG PUMPS UNLIMITED INC.					Total Check Amount:	\$136.88
179074	SOUTHERN CALIFORNIA FLEET SERV. INC	10/19/2018	27570	480515161	1830 A/V REPAIR	\$1,727.28
SOUTHERN CALIFORNIA FLEET SERV. INC					Total Check Amount:	\$1,727.28
179075	SPARKLETTS	10/19/2018	3001	110141441	5G WTR BOTTLES JUL18	\$524.16
		10/19/2018	3001	110141441	RENTAL JULY 2018	\$93.00
		10/19/2018	3001	110141481	WATER BOTTLES APR18	\$88.23
		10/19/2018	3001	110141481	WATER BOTTLES JUL18	\$4.77
SPARKLETTS					Total Check Amount:	\$710.16
179076	THE STANDARD INSURANCE COMPANY	10/19/2018	15689	110	643015 LIFE INS OCT18	\$4,246.20
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$4,246.20
179077	THE STANDARD INSURANCE COMPANY	10/19/2018	27270	110	643015 OPT INS OCT18	\$2,108.95

City Check Register for: Oct 19, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$2,108.95
179078	VERIZON WIRELESS	10/19/2018	21122	110515171	9815410471 8/27-9/26	\$158.56
		10/19/2018	21122	420515131	9815410471 8/27-9/26	\$1,047.27
		10/19/2018	21122	430515123	9815410471 8/27-9/26	\$854.07
VERIZON WIRELESS					Total Check Amount:	\$2,059.90
179079	VERIZON WIRELESS	10/19/2018	21122	110111111	9815113105 8/23-9/22	\$107.68
		10/19/2018	21122	110111143	9815113105 8/23-9/22	\$507.68
		10/19/2018	21122	110111151	9815113105 8/23-9/22	\$108.18
		10/19/2018	21122	110111161	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110141411	9815113105 8/23-9/22	\$38.01
		10/19/2018	21122	110141424	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110141441	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110141471	9815113105 8/23-9/22	\$985.63
		10/19/2018	21122	110141481	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110212121	9815113105 8/23-9/22	\$4,833.70
		10/19/2018	21122	110222223	9815113105 8/23-9/22	\$1,108.40
		10/19/2018	21122	110323212	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110323231	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110323241	9815113105 8/23-9/22	\$139.23
		10/19/2018	21122	110323242	9815113105 8/23-9/22	\$53.98
		10/19/2018	21122	110323243	9815113105 8/23-9/22	\$53.84
		10/19/2018	21122	110404311	9815113105 8/23-9/22	\$1,606.44
		10/19/2018	21122	110404525	9815113105 8/23-9/22	\$71.66
		10/19/2018	21122	174222222	9815113105 8/23-9/22	\$585.98
		10/19/2018	21122	460141474	9815113105 8/23-9/22	\$1,322.20
		10/19/2018	21122	475141471	9815113105 8/23-9/22	\$192.03
VERIZON WIRELESS					Total Check Amount:	\$12,037.68
179080	VERIZON WIRELESS	10/19/2018	21122	420515131	9815418426 8/27-9/26	\$38.01
VERIZON WIRELESS					Total Check Amount:	\$38.01
179081	VETERINARY PET INS. CO.	10/19/2018	20975	110	4436 PET INS SEPT2018	\$378.12
VETERINARY PET INS. CO.					Total Check Amount:	\$378.12
179082	DR. ROBERT L. WILKINSON	10/19/2018	19024	110141481	DOT PHYSICALS SEPT18	\$170.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$170.00
Check Subtotal						\$119,887.06
V30157	ADMINISTRATIVE & PROF	10/19/2018	3344	110	DED:4010 APEA MEMBR	\$492.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$492.00
V30158	ALL CITY MANAGEMENT SERVICES INC	10/19/2018	6604	110212132	CROSSNG GRDS 9/9-9/22	\$3,290.00
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$3,290.00

City Check Register for: Oct 19, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30159	AVCOGAS PROPANE SALES & SERVICES	10/19/2018	22047	480515161	LPG 580 GAL	\$1,412.54
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,412.54
V30160	BEST LAWN MOWER SERVICE	10/19/2018	16230	480515161	CHAIN SAW BLADES	\$204.11
BEST LAWN MOWER SERVICE					Total Check Amount:	\$204.11
V30161	ROBB BLOCK	10/19/2018	3095	110212111	TRAINING EXPENSES	\$115.23
ROBB BLOCK					Total Check Amount:	\$115.23
V30162	BLX GROUP	10/19/2018	21902	420141431	2009 WTR REV REFBONDS	\$2,000.00
		10/19/2018	21902	420141431	2009B WTR REV BONDS	\$4,000.00
		10/19/2018	21902	880141431	2014SPEC TX REF BONDS	\$2,000.00
		10/19/2018	21902	890141431	2005A LOC AG REVBONDS	\$2,000.00
BLX GROUP					Total Check Amount:	\$10,000.00
V30163	BPSEA MEMORIAL FOUNDATION	10/19/2018	14990	110	DED:4050 MEMORIAL	\$226.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$226.00
V30164	BREA CITY EMPLOYEES ASSOCIATION	10/19/2018	3236	110	DED:4005 BCEA MEMBR	\$590.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$590.00
V30165	BREA FIREFIGHTERS ASSOCIATION	10/19/2018	3237	110	DED:4016 ASSOC MEMB	\$2,453.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,453.00
V30166	BREA POLICE ASSOCIATION	10/19/2018	3769	110	DED:4030 BPA REG	\$3,361.18
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,361.18
V30167	BREA POLICE ATHLETIC LEAGUE	10/19/2018	1068	110	DED:5010 B.P.A.L.	\$100.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$100.00
V30168	BREA POLICE MANAGEMENT ASSOCIATION	10/19/2018	21189	110	DED:4019 LDF MEMBRS	\$13.00
		10/19/2018	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$240.50
V30169	BREA TOWING	10/19/2018	16399	110212121	TOWING	\$5,482.50
BREA TOWING					Total Check Amount:	\$5,482.50
V30170	KATHY A BREAUX	10/19/2018	5320	110404214	MSTRPCS:PENCLS/PASTLS	\$432.00
KATHY A BREAUX					Total Check Amount:	\$432.00
V30171	BYRNE SOFTWARE TECHNOLOGIES, INC.	10/19/2018	27471	110323241	ACCELA IMPL 9/15-9/21	\$110.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$110.00
V30172	CANNINGS ACE HARDWARE	10/19/2018	15828	480515161	SHOP SUPPLIES	\$26.74
		10/19/2018	15828	490515151	PAINT PROJECT	\$21.08
CANNINGS ACE HARDWARE					Total Check Amount:	\$47.82
V30173	CELL BUSINESS EQUIPMENT (CBE)	10/19/2018	23344	110141441	OVERAGE 6/30-9/29/18	\$320.64
CELL BUSINESS EQUIPMENT (CBE)					Total Check Amount:	\$320.64
V30174	CIVILSOURCE INC	10/19/2018	22210	510707873	PROJ/CONST SUPP AUG18	\$310.00
CIVILSOURCE INC					Total Check Amount:	\$310.00
V30175	COMLOCK SECURITY-GROUP	10/19/2018	13625	490515151	LOCKS & KEYS	\$295.65

City Check Register for: Oct 19, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
COMLOCK SECURITY-GROUP					Total Check Amount:	\$295.65
V30176	CORE & MAIN LP	10/19/2018	27049	420515131	ENCODER	\$537.68
		10/19/2018	27049	420515131	PLUMBING SUPPLIES	\$192.36
		10/19/2018	27049	420515131	WATER METER/ENCODER	\$6,612.77
		10/19/2018	27049	420515131	WATER METER/ENCODERS	\$2,573.95
		10/19/2018	27049	420515131	WATER METERS	\$5,198.50
		10/19/2018	27049	420515131	WATER METERS/ENCODERS	\$5,859.92
CORE & MAIN LP					Total Check Amount:	\$20,975.18
V30177	DANGELO CO	10/19/2018	4562	420515131	PLUG	\$33.77
DANGELO CO					Total Check Amount:	\$33.77
V30178	DAVID EVANS AND ASSOCIATES, INC.	10/19/2018	20981	510707929	CONST SUPP 6/3-6/30	\$36,680.95
		10/19/2018	20981	510707929	CONST SUPP 7/1-8/4	\$18,769.83
		10/19/2018	20981	510707929	CONST SUPP 8/5-9/1	\$5,401.00
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$60,851.78
V30179	MICHAEL DURALDE	10/19/2018	25228	110404215	BECKMAN FITNESS	\$130.00
		10/19/2018	25228	110404215	CLASS INSTRUCTOR BCC	\$286.00
MICHAEL DURALDE					Total Check Amount:	\$416.00
V30180	ECONOLITE SYSTEMS, INC.	10/19/2018	27147	110515121	EXTRAORD SGNL MNT SEP	\$11,190.44
		10/19/2018	27147	110515121	MO. SIGNALMNT SEPT18	\$2,925.94
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$14,116.38
V30181	EQUIPMENT DIRECT INC	10/19/2018	4522	420515131	VEST	\$156.85
EQUIPMENT DIRECT INC					Total Check Amount:	\$156.85
V30182	FACTORY MOTOR PARTS COMPANY	10/19/2018	3504	480515161	BRAKE PADS	\$45.88
		10/19/2018	3504	480515161	SPARK PLUGS	\$5.28
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$51.16
V30183	FILARSKY & WATT LLP	10/19/2018	2043	110141481	LEGAL SVCS SEPT 2018	\$5,115.00
FILARSKY & WATT LLP					Total Check Amount:	\$5,115.00
V30184	FUN WITH HORSES	10/19/2018	15171	110404145	HORSE FUN FOR KIDS	\$85.00
FUN WITH HORSES					Total Check Amount:	\$85.00
V30185	DON GOLDEN	10/19/2018	10729	110000000	INSP SVCS 9/27-10/10	\$8,735.38
		10/19/2018	10729	110323242	INSP SVCS 9/27-10/10	\$658.36
DON GOLDEN					Total Check Amount:	\$9,393.74
V30186	HCI SYSTEMS INC	10/19/2018	25112	490515151	FIRE SYSTEM REPAIR	\$716.00
HCI SYSTEMS INC					Total Check Amount:	\$716.00
V30187	HORIZON MECHANICAL CONTRACTORS	10/19/2018	27728	490515151	BOILER REPAIR	\$885.00
HORIZON MECHANICAL CONTRACTORS					Total Check Amount:	\$885.00
V30188	HOUSING PROGRAMS	10/19/2018	26542	280323215	HSG REHAB MGMT SEP18	\$1,050.00
HOUSING PROGRAMS					Total Check Amount:	\$1,050.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30189	INK LINK INC	10/19/2018	22423	110404521	HEALTH FAIR PATCHES	\$58.88
INK LINK INC					Total Check Amount:	\$58.88
V30190	JAX AUTO	10/19/2018	20187	480515161	1008 SMOG TEST	\$36.70
		10/19/2018	20187	480515161	1815 SMOG TEST	\$71.70
		10/19/2018	20187	480515161	27013 SMOG TEST	\$36.70
		10/19/2018	20187	480515161	27022 SMOG TEST	\$81.70
		10/19/2018	20187	480515161	29025 SMOG TEST	\$36.70
JAX AUTO					Total Check Amount:	\$263.50
V30191	JOHNSON'S CARPET CARE	10/19/2018	23220	110404521	CLEANING FURNITURE	\$663.00
JOHNSON'S CARPET CARE					Total Check Amount:	\$663.00
V30192	KEENAN & ASSOCIATES	10/19/2018	22439	470141483	2018 WORKERS COMP #11	\$9,004.33
KEENAN & ASSOCIATES					Total Check Amount:	\$9,004.33
V30193	KEYSER MARSTON ASSOCIATES, INC.	10/19/2018	25482	280323215	CONSULTING SVCS 9/18	\$337.50
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$337.50
V30194	LUCY KRUSE	10/19/2018	16529	110212111	COMM TRNG OFCR COURSE	\$40.00
LUCY KRUSE					Total Check Amount:	\$40.00
V30195	L-3 COMMUNICATIONS	10/19/2018	21024	480	MONITOR CONSOLE ASSY	(\$6.74)
		10/19/2018	21024	480515161	MONITOR CONSOLE ASSY	\$128.69
L-3 COMMUNICATIONS					Total Check Amount:	\$121.95
V30196	FRANCESCO LA TORRE	10/19/2018	24398	110404521	SEPT 2018 MILEAGE	\$21.80
FRANCESCO LA TORRE					Total Check Amount:	\$21.80
V30197	LEHR	10/19/2018	26035	480515161	969 WINDW SCREEN INST	\$1,035.44
LEHR					Total Check Amount:	\$1,035.44
V30198	LOS ANGELES TRUCK CENTERS, LLC	10/19/2018	7300	480515161	FIRE TURN SIGNAL KIT	\$92.75
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$92.75
V30199	MAKE IT "PERSONAL"	10/19/2018	19203	110212131	NAME PLATES	\$31.44
MAKE IT "PERSONAL"					Total Check Amount:	\$31.44
V30200	MAR-CO EQUIPMENT COMPANY	10/19/2018	20329	480515161	RIGHT BROOM PLATE	\$551.85
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$551.85
V30201	SUSAN MARTIN	10/19/2018	23655	110404524	COUNSELING SUPV SEP18	\$2,100.00
SUSAN MARTIN					Total Check Amount:	\$2,100.00
V30202	TIMOTHY MERCADO	10/19/2018	7047	110212131	POSTMGMT COURSE MOD B	\$178.00
TIMOTHY MERCADO					Total Check Amount:	\$178.00
V30203	METRON-FARNIER, LLC	10/19/2018	27039	420515131	SPOOLS	\$4,215.63
METRON-FARNIER, LLC					Total Check Amount:	\$4,215.63
V30204	MUNISERVICES, LLC	10/19/2018	10627	110141424	STARS SVC 2018 Q1	\$1,250.00
MUNISERVICES, LLC					Total Check Amount:	\$1,250.00
V30205	MYERS AND SONS	10/19/2018	21624	510707702	ROAD SIGNS	\$252.14
MYERS AND SONS					Total Check Amount:	\$252.14

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30206	ANTHONY NGUYEN	10/19/2018	25978	110212111	TRAINING MILEAGE	\$55.78
ANTHONY NGUYEN					Total Check Amount:	\$55.78
V30207	NINYO & MOORE	10/19/2018	22134	510707873	ENVIRONM CONSULT 8/18	\$1,815.00
NINYO & MOORE					Total Check Amount:	\$1,815.00
V30208	ORANGE COUNTY UNITED WAY	10/19/2018	3451	110	DED:5005 UNITED WAY	\$17.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$17.40
V30209	SHAUN OSHANN	10/19/2018	25949	460141474	SEPT 2018 MILEAGE	\$634.82
SHAUN OSHANN					Total Check Amount:	\$634.82
V30210	PRADO FAMILY SHOOTING RANGE	10/19/2018	14276	110212131	TRAINING-2 FULL DAYS	\$800.00
PRADO FAMILY SHOOTING RANGE					Total Check Amount:	\$800.00
V30211	R.J. NOBLE COMPANY	10/19/2018	1076	420515131	ASPHALT	\$1,224.04
R.J. NOBLE COMPANY					Total Check Amount:	\$1,224.04
V30212	ALFRED RODRIGUEZ	10/19/2018	27489	110212111	SOBRIETY TEST TRNG	\$24.00
ALFRED RODRIGUEZ					Total Check Amount:	\$24.00
V30213	RUBILENA ROJAS	10/19/2018	27996	110404215	BECKMAN FITNESS	\$52.00
		10/19/2018	27996	110404215	CLASS INSTRUCTOR BCC	\$75.00
RUBILENA ROJAS					Total Check Amount:	\$127.00
V30214	ROTH STAFFING COMPANIES LP	10/19/2018	27579	110141431	TEMP STAFFING -9/16	\$1,227.42
		10/19/2018	27579	110141431	TEMP STAFFING -9/23	\$1,058.02
		10/19/2018	27579	110141431	TEMP STAFFING -9/30	\$1,207.07
		10/19/2018	27579	420141431	TEMP STAFFING -9/16	\$368.22
		10/19/2018	27579	420141431	TEMP STAFFING -9/23	\$317.41
		10/19/2018	27579	420141431	TEMP STAFFING -9/30	\$362.12
		10/19/2018	27579	430141431	TEMP STAFFING -9/16	\$368.22
		10/19/2018	27579	430141431	TEMP STAFFING -9/23	\$317.41
		10/19/2018	27579	430141431	TEMP STAFFING -9/30	\$362.12
		10/19/2018	27579	630141432	TEMP STAFFING -9/16	\$490.97
		10/19/2018	27579	630141432	TEMP STAFFING -9/23	\$423.20
		10/19/2018	27579	630141432	TEMP STAFFING -9/30	\$482.83
ROTH STAFFING COMPANIES LP					Total Check Amount:	\$6,985.01
V30215	MICHAEL RYAN	10/19/2018	12856	460141474	SEPT 2018 MILEAGE	\$50.14
MICHAEL RYAN					Total Check Amount:	\$50.14
V30216	SANDLER BROTHERS	10/19/2018	18004	420515131	RAGS	\$357.30
SANDLER BROTHERS					Total Check Amount:	\$357.30
V30217	SC FUELS	10/19/2018	16654	480515161	REG ETH 3980 GAL	\$13,147.42
SC FUELS					Total Check Amount:	\$13,147.42
V30218	SIERRA-CEDAR, INC	10/19/2018	23086	950000000	ILJAOC CONSULT SEPT18	\$975.00
SIERRA-CEDAR, INC					Total Check Amount:	\$975.00
V30219	SMART & FINAL	10/19/2018	3269	110404429	CAFE	\$342.52

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V30219	SMART & FINAL	10/19/2018	3269	110404429	CAFE/TEEN DANCE	\$169.73
SMART & FINAL					Total Check Amount:	\$512.25
V30220	STAGELIGHT PERFORMING ARTS	10/19/2018	25172	110404145	VOCAL LESSONS 7-9 Y/O	\$30.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$30.00
V30221	TITAN WATER TECHNOLOGY, INC.	10/19/2018	25776	490515151	WATER TREATMENT OCT18	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V30222	TOTAL ADMINISTRATIVE SERVICE CORP.	10/19/2018	26017	110	DED:808B FSA DEPCAR	\$2,125.48
		10/19/2018	26017	110	DED:808C FSA UR MED	\$4,552.02
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,677.50
V30223	TOWNSEND PUBLIC AFFAIRS, INC.	10/19/2018	18881	110141413	CONSULTING SVCS OCT18	\$1,250.00
		10/19/2018	18881	410141413	CONSULTING SVCS OCT18	\$1,250.00
		10/19/2018	18881	420141413	CONSULTING SVCS OCT18	\$1,250.00
		10/19/2018	18881	430141413	CONSULTING SVCS OCT18	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$5,000.00
V30224	TRINITY SOUND COMPANY	10/19/2018	11364	110404542	WIRELESS REPL/REBATE	\$2,976.49
TRINITY SOUND COMPANY					Total Check Amount:	\$2,976.49
V30225	TRUCPARCO	10/19/2018	2693	480515161	SWITCH	\$46.76
TRUCPARCO					Total Check Amount:	\$46.76
V30226	UNDERGROUND SERVICE ALERT/SC	10/19/2018	4537	420515131	UNDERGROUND TICKETS	\$148.60
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$148.60
V30227	US BANK XX0338 CITY MGR	10/19/2018	24704	110111111	CAL CARDS CM 092418	\$2,506.00
		10/19/2018	24704	110111143	CAL CARDS CM 092418	\$672.47
		10/19/2018	24704	110141481	CAL CARDS CM 092418	\$2,745.15
		10/19/2018	24704	480515161	CAL CARDS CM 092418	\$28.41
US BANK XX0338 CITY MGR					Total Check Amount:	\$5,952.03
V30228	US BANK XX0312 HR	10/19/2018	24776	110	CAL CARDS HR 092418	(\$2.06)
		10/19/2018	24776	110141481	CAL CARDS HR 092418	\$2,226.80
US BANK XX0312 HR					Total Check Amount:	\$2,224.74
V30231	US BANK XX0593 COMM SVC	10/19/2018	24777	110	CALCARD-CE-092418	\$7.00
		10/19/2018	24777	110	CALCARD-CP-092418	\$396.75
		10/19/2018	24777	110	CALCARD-JM-092418	\$6.07
		10/19/2018	24777	110	TAX:CALCRDS CS 092418	(\$105.19)
		10/19/2018	24777	110111111	CALCARD-SM-092418	\$138.99
		10/19/2018	24777	110111143	CALCARD-JM-092418	\$168.02
		10/19/2018	24777	110404211	CALCARD-BH-092418	\$285.94
		10/19/2018	24777	110404213	CALCARD-NA-092418	\$945.00
		10/19/2018	24777	110404215	CALCARD-AC-092418	\$280.95
		10/19/2018	24777	110404215	CALCARD-CC-092418	\$693.43
		10/19/2018	24777	110404215	CALCARD-DA-092418	\$106.10

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30231	US BANK XX0593 COMM SVC	10/19/2018	24777	110404215	CALCARD-JS-092418	\$781.41
		10/19/2018	24777	110404217	CALCARD-VU-092418	\$164.18
		10/19/2018	24777	110404223	CALCARD-GA-092418	\$669.29
		10/19/2018	24777	110404224	CALCARD-SS-092418	\$226.73
		10/19/2018	24777	110404311	CALCARD-CE-092418	\$533.52
		10/19/2018	24777	110404311	CALCARD-JM-092418	\$19.49
		10/19/2018	24777	110404311	CALCARD-RF-092418	\$210.77
		10/19/2018	24777	110404421	CALCARD-KS-092418	\$85.12
		10/19/2018	24777	110404421	CALCARD-TN-092418	\$12.95
		10/19/2018	24777	110404424	CALCARD-BH-092418	\$52.75
		10/19/2018	24777	110404425	CALCARD-SS-092418	\$819.06
		10/19/2018	24777	110404428	CALCARD-VU-092418	\$539.72
		10/19/2018	24777	110404429	CALCARD-MM-092418	\$201.31
		10/19/2018	24777	110404429	CALCARD-VU-092418	\$780.68
		10/19/2018	24777	110404521	CALCARD-FL-092418	\$995.28
		10/19/2018	24777	110404521	CALCARD-HB-092418	(\$128.22)
		10/19/2018	24777	110404521	CALCARD-NG-092418	\$846.14
		10/19/2018	24777	110404521	CALCARD-SK-092418	\$865.02
		10/19/2018	24777	110404521	CALCARD-TT-092418	\$376.97
		10/19/2018	24777	110404523	CALCARD-CP-092418	\$426.27
		10/19/2018	24777	110404525	CALCARD-TT-092418	\$269.31
		10/19/2018	24777	110404541	CALCARD-AF-092418	\$617.46
		10/19/2018	24777	110404541	CALCARD-HB-092418	\$227.84
		10/19/2018	24777	110404542	CALCARD-EF-092418	\$966.94
		10/19/2018	24777	110404542	CALCARD-HG-092418	\$220.76
		10/19/2018	24777	110404542	CALCARD-KK-092418	\$345.80
		10/19/2018	24777	110404542	CALCARD-NY-092418	\$375.60
		10/19/2018	24777	110404544	CALCARD-KS-092418	(\$60.21)
		10/19/2018	24777	110404544	CALCARD-TN-092418	\$1,941.32
		10/19/2018	24777	181404250	CALCARD-CP-092418	\$1,174.02
US BANK XX0593 COMM SVC					Total Check Amount:	\$17,480.34
V30232	US BANK XX0502 COMM & MKTG	10/19/2018	24778	110	CAL CARDS COMM 092418	(\$10.45)
		10/19/2018	24778	110111151	CAL CARDS COMM 092418	\$32.29
		10/19/2018	24778	110111152	CAL CARDS COMM 092418	\$842.57
		10/19/2018	24778	110141411	CAL CARDS COMM 092418	(\$3.82)
		10/19/2018	24778	110141481	CAL CARDS COMM 092418	\$84.16
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$944.75
V30233	US BANK XX0353 COMM DEV	10/19/2018	24779	110	CAL CARDS CD 092418	(\$11.09)

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V30233	US BANK XX0353 COMM DEV	10/19/2018	24779	110111111	CAL CARDS CD 092418	\$193.13
		10/19/2018	24779	110323212	CAL CARDS CD 092418	\$568.73
		10/19/2018	24779	110323214	CAL CARDS CD 092418	\$26.91
		10/19/2018	24779	110323231	CAL CARDS CD 092418	\$653.04
		10/19/2018	24779	110323241	CAL CARDS CD 092418	\$115.72
		10/19/2018	24779	110323242	CAL CARDS CD 092418	\$86.18
US BANK XX0353 COMM DEV					Total Check Amount:	\$1,632.62
V30234	US BANK XX0270 ADMIN SVCS	10/19/2018	24781	110111111	CAL CARDS FIN 092418	\$46.84
		10/19/2018	24781	110111161	CAL CARDS CC 092418	\$2,100.90
		10/19/2018	24781	110141411	CAL CARDS FIN 092418	\$45.25
		10/19/2018	24781	110141414	CAL CARDS FIN 092418	\$574.67
		10/19/2018	24781	110141431	CAL CARDS FIN 092418	\$1,213.46
		10/19/2018	24781	110141441	CAL CARDS FIN 092418	\$898.00
		10/19/2018	24781	110141481	CAL CARDS FIN 092418	\$89.29
		10/19/2018	24781	110404311	CAL CARDS FIN 092418	\$158.66
		10/19/2018	24781	490515151	CAL CARDS FIN 092418	\$8,054.15
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$13,181.22
V30235	US BANK XX0650 FIRE	10/19/2018	24782	110222211	CAL CARDS FIRE 092418	\$505.53
		10/19/2018	24782	110222213	CAL CARDS FIRE 092418	\$808.35
		10/19/2018	24782	110222221	CAL CARDS FIRE 092418	\$2,633.24
		10/19/2018	24782	110222223	CAL CARDS FIRE 092418	\$1,629.55
		10/19/2018	24782	110222231	CAL CARDS FIRE 092418	\$200.19
		10/19/2018	24782	174222222	CAL CARDS FIRE 092418	\$1,633.32
		10/19/2018	24782	480515161	CAL CARDS FIRE 092418	\$612.85
US BANK XX0650 FIRE					Total Check Amount:	\$8,023.03
V30236	US BANK XX0346 IT	10/19/2018	24783	110	CAL CARDS IT 092418	\$326.48
		10/19/2018	24783	110111152	CAL CARDS IT 092418	\$100.00
		10/19/2018	24783	110404213	CAL CARDS IT 092418	\$117.78
		10/19/2018	24783	110515125	CAL CARDS IT 092418	\$237.99
		10/19/2018	24783	231212141	CAL CARDS IT 092418	\$1,875.07
		10/19/2018	24783	280323215	CAL CARDS IT 092418	\$9.95
		10/19/2018	24783	460	CAL CARDS IT 092418	(\$6.19)
		10/19/2018	24783	460141474	CAL CARDS IT 092418	\$2,043.12
		10/19/2018	24783	475	CAL CARDS IT 092418	(\$37.76)
		10/19/2018	24783	475141471	CAL CARDS IT 092418	\$1,376.58
US BANK XX0346 IT					Total Check Amount:	\$6,043.02
V30238	US BANK XX0221 PW	10/19/2018	24784	110141481	CALCARDS PW 092418	\$184.51
		10/19/2018	24784	110515121	CALCARDS PW 092418	\$155.84

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30238	US BANK XX0221 PW	10/19/2018	24784	110515125	CALCARDS PW 092418	\$310.40
		10/19/2018	24784	110515141	CALCARDS PW 092418	\$205.68
		10/19/2018	24784	110515144	CALCARDS PW 092418	\$265.99
		10/19/2018	24784	110515148	CALCARDS PW 092418	\$83.56
		10/19/2018	24784	343515112	CALCARDS PW 092418	\$1,039.44
		10/19/2018	24784	360515145	CALCARDS PW 092418	\$117.39
		10/19/2018	24784	360515147	CALCARDS PW 092418	\$266.66
		10/19/2018	24784	420515131	CALCARDS PW 092418	\$119.67
		10/19/2018	24784	440515122	CALCARDS PW 092418	\$332.50
		10/19/2018	24784	480515161	CALCARDS PW 092418	\$735.76
		10/19/2018	24784	490515151	CALCARDS PW 092418	\$1,089.11
US BANK XX0221 PW					Total Check Amount:	\$4,906.51
V30240	US BANK XX0544 POLICE	10/19/2018	24785	110	CALCARDS PD 092418	(\$27.55)
		10/19/2018	24785	110141481	CAL CARDS PD 092418	\$442.61
		10/19/2018	24785	110212111	CAL CARDS PD 092418	\$4,725.12
		10/19/2018	24785	110212121	CAL CARDS PD 092418	\$5,425.17
		10/19/2018	24785	110212131	CAL CARDS PD 092418	\$679.53
		10/19/2018	24785	110212133	CAL CARDS PD 092418	\$437.19
		10/19/2018	24785	480515161	CAL CARDS PD 092418	\$1,574.45
US BANK XX0544 POLICE					Total Check Amount:	\$13,256.52
V30241	US BANK XX3401 PW- ADMIN	10/19/2018	24786	110	CALCRDS PW ADM 092418	\$73.90
		10/19/2018	24786	110515111	CALCRDS PW ADM 092418	\$187.03
		10/19/2018	24786	110515171	CALCRDS PW ADM 092418	\$23.05
		10/19/2018	24786	410515132	CALCRDS PW ADM 092418	\$74.85
		10/19/2018	24786	420515131	CALCRDS PW ADM 092418	\$35.15
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$393.98
V30242	VIRTUAL PROJECT MANAGER	10/19/2018	23508	510707318	SYS MGT/BACKUP OCT18	\$100.00
		10/19/2018	23508	510707873	SYS MGT/BACKUP OCT18	\$200.00
		10/19/2018	23508	510707929	SYS MGT/BACKUP OCT18	\$100.00
		10/19/2018	23508	510707936	SYS MGT/BACKUP OCT18	\$100.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$500.00
V30243	WAXIE SANITARY SUPPLY	10/19/2018	3332	110212131	LIQUID HAND SOAP	\$353.96
WAXIE SANITARY SUPPLY					Total Check Amount:	\$353.96
V30244	WEST COAST ARBORISTS, INC.	10/19/2018	1556	360515147	PURCHASE TREES	\$252.63
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$252.63
V30245	WEST COAST SAND & GRAVEL, INC.	10/19/2018	11519	420515131	BASE	\$668.88
		10/19/2018	11519	420515131	SAND	\$414.97
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$1,083.85

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30246	TERRI WESTERGREN	10/19/2018	25602	110404521	ZUMBA GOLD SR CTR AUG	\$200.00
		10/19/2018	25602	110404521	ZUMBA GOLD SR CTR JUL	\$80.00
		10/19/2018	25602	110404521	ZUMBA GOLD SR CTR JUN	\$160.00
		10/19/2018	25602	110404521	ZUMBA GOLD SR CTR MAY	\$200.00
		10/19/2018	25602	110404521	ZUMBA GOLD SR CTR SEP	\$160.00
TERRI WESTERGREN					Total Check Amount:	\$800.00
V30247	WILLDAN ENGINEERING	10/19/2018	12445	110515171	TRAFFIC ENG'G 8/24	\$160.00
WILLDAN ENGINEERING					Total Check Amount:	\$160.00
V30248	CHRISTOPHER WOOD	10/19/2018	14715	110212111	SUPERVISORY COURSE	\$80.00
CHRISTOPHER WOOD					Total Check Amount:	\$80.00
Voucher Subtotal						\$282,835.95
TOTAL						\$402,723.01

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179083	AWNINGS BY RUSS RINNER	10/26/2018	25538	490515151	CUSTM DROP SHADE:YARD	\$850.00
AWNINGS BY RUSS RINNER					Total Check Amount:	\$850.00
179084	BERNIER REFRIGERATION GENERATIONS	10/26/2018	26187	490515151	P&E FREEZER REPAIR	\$180.00
BERNIER REFRIGERATION GENERATIONS					Total Check Amount:	\$180.00
179085	BLACK & WHITE EMERGENCY VEHICLES	10/26/2018	24788	480515161	INSTALL EMERG LIGHTS	\$855.38
BLACK & WHITE EMERGENCY VEHICLES					Total Check Amount:	\$855.38
179086	CALIFORNIA NEWSPAPER PARTNERSHIP	10/26/2018	26287	110000000	LEGAL NOTICE AUG18	\$393.00
		10/26/2018	26287	110323231	LEGAL NOTICE AUG18	\$183.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$576.00
179087	CELLEBRITE USA CORP.	10/26/2018	22268	172212141	CP FORENSICS SW + MNT	\$9,789.10
CELLEBRITE USA CORP.					Total Check Amount:	\$9,789.10
179088	CITY OF ANAHEIM	10/26/2018	4908	110222211	METRO CITIES 18/19 Q2	\$61,496.87
CITY OF ANAHEIM					Total Check Amount:	\$61,496.87
179089	KERI DUMKA	10/26/2018	27999	110404542	PROP DSGN:P/STARCTCHR	\$500.00
KERI DUMKA					Total Check Amount:	\$500.00
179090	SOUTHERN CALIFORNIA EDISON	10/26/2018	3343	110515121	ELECTRICITY SEP/OCT18	\$23.11
		10/26/2018	3343	110515121	ELECTRICITY SEPT/OCT	\$3,315.64
		10/26/2018	3343	110515141	ELECTRICITY SEP/OCT18	\$2,067.86
		10/26/2018	3343	110515143	ELECTRICITY SEP/OCT18	\$783.98
		10/26/2018	3343	110515144	ELECTRICITY SEP/OCT18	\$416.85
		10/26/2018	3343	360515145	ELECTRICITY SEP/OCT18	\$753.39
		10/26/2018	3343	420515131	ELECTRICITY SEP/OCT18	\$4,970.49
		10/26/2018	3343	490515151	ELECTRICITY SEP/OCT18	\$8,760.67
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$21,091.99
179091	THE GAS COMPANY	10/26/2018	3749	490515151	GAS SEPT/OCT 2018	\$1,042.47
THE GAS COMPANY					Total Check Amount:	\$1,042.47
179092	KRISTEN GOODRICH	10/26/2018	28022	110	TINY TOTS REFUND	\$116.59
KRISTEN GOODRICH					Total Check Amount:	\$116.59
179093	QUENTIN AND/OR KAREN HIDALGO	10/26/2018	27286	470141483	WTR MAIN BREAK DAMAGE	\$2,300.00
QUENTIN AND/OR KAREN HIDALGO					Total Check Amount:	\$2,300.00
179094	MATTHEW KOELSCH	10/26/2018	28023	110404321	ENTERTAINMENT:WW EXH	\$200.00
MATTHEW KOELSCH					Total Check Amount:	\$200.00
179095	LACEY CUSTOM LINENS, INC.	10/26/2018	2772	110141441	FUEL SURCHARGE 9/30	\$17.00
		10/26/2018	2772	110141441	LINEN CLEANING	\$174.37
LACEY CUSTOM LINENS, INC.					Total Check Amount:	\$191.37
179096	KATHERINE CHANG LIU	10/26/2018	27990	110404541	50TH WW JURIED EXH	\$877.50
KATHERINE CHANG LIU					Total Check Amount:	\$877.50
179097	MSKW, INC	10/26/2018	22767	480515161	HAND SOAP	\$198.09

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MSKW, INC					Total Check Amount:	\$198.09
179098	MUNICIPAL MAINTENANCE EQUIPMENT INC	10/26/2018	27986	420515131	WASH DOWN GUN	\$225.86
MUNICIPAL MAINTENANCE EQUIPMENT INC					Total Check Amount:	\$225.86
179099	NDS, LLC	10/26/2018	25312	110141441	PRESORT MAILSVCS OCT18	\$295.75
NDS, LLC					Total Check Amount:	\$295.75
179100	NETWORKFLEET INC.	10/26/2018	25293	480515161	GPS FEES SEPT 2018	\$893.00
NETWORKFLEET INC.					Total Check Amount:	\$893.00
179101	CARI NOEL	10/26/2018	28000	110404542	SET DSGN:P/STARCATCHR	\$800.00
CARI NOEL					Total Check Amount:	\$800.00
179102	PACIFIC TELEMAGEMENT SERVICES	10/26/2018	19696	475141471	7147920398 OCT 2018	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
179103	PACIFIC TRUCK EQUIPMENT INC	10/26/2018	24755	480515161	22021 FLATBED PANEL	\$350.40
PACIFIC TRUCK EQUIPMENT INC					Total Check Amount:	\$350.40
179104	PETTY CASH CUSTODIAN	10/26/2018	15835	110	PETTY CASH REPL 10/17	\$175.01
PETTY CASH CUSTODIAN					Total Check Amount:	\$175.01
179105	PLUMBING WHOLESALE OUTLET, INC.	10/26/2018	18392	360515145	DRAIN CLEANERS/TOOLS	\$136.02
		10/26/2018	18392	490515151	3" CAST IRON PIPE:CCC	\$184.56
		10/26/2018	18392	490515151	GLOVES & TAPE @ BCC	\$41.94
		PLUMBING WHOLESALE OUTLET, INC.				
179106	PUENTE HILLS FORD	10/26/2018	25742	480515161	INDICATOR	\$3.38
		10/26/2018	25742	480515161	VALVE ASSEMBLY	\$82.16
PUENTE HILLS FORD					Total Check Amount:	\$85.54
179107	ROYAL PAPER CORPORATION	10/26/2018	26215	110141441	KITCHEN SUPPLIES	\$609.05
ROYAL PAPER CORPORATION					Total Check Amount:	\$609.05
179108	CHRISTOPHER SCHINK	10/26/2018	27989	110404541	50TH WW JURIED EXH	\$551.25
CHRISTOPHER SCHINK					Total Check Amount:	\$551.25
179109	SMOG PUMPS UNLIMITED INC.	10/26/2018	15093	480515161	STARTER MOTOR	\$191.63
SMOG PUMPS UNLIMITED INC.					Total Check Amount:	\$191.63
179110	SOUTHERN CALIFORNIA FLEET SERV. INC	10/26/2018	27570	480515161	JUMP SEAT SPRING	\$137.58
SOUTHERN CALIFORNIA FLEET SERV. INC					Total Check Amount:	\$137.58
179111	TIME WARNER CABLE	10/26/2018	19304	110111143	CABLE CHGS 10/2-11/1	\$28.78
		10/26/2018	19304	110111151	CABLE CHGS 10/2-11/1	\$57.55
		10/26/2018	19304	110111161	CABLE CHGS 10/2-11/1	\$18.74
		10/26/2018	19304	110141481	CABLE CHGS 10/2-11/1	\$18.74
		10/26/2018	19304	110212111	CABLE CHGS 10/2-11/1	\$360.00
		10/26/2018	19304	110222211	CABLE CHGS 10/2-11/1	\$74.94
		10/26/2018	19304	110323212	CABLE CHGS 10/2-11/1	\$76.26
		10/26/2018	19304	110404211	CABLE 10/2-11/1 40955	\$123.05

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179111	TIME WARNER CABLE	10/26/2018	19304	110404311	CABLE CHGS 10/2-11/1	\$18.71
		10/26/2018	19304	110404521	CABLE 10/2-11/1 15759	\$25.62
		10/26/2018	19304	420515131	CABLE 10/2-11/1 20981	\$113.78
		10/26/2018	19304	420515131	CABLE 10/2-11/1 49861	\$88.91
		10/26/2018	19304	490515151	CABLE CHGS 10/2-11/1	\$18.71
TIME WARNER CABLE					Total Check Amount:	\$1,023.79
179112	TREECO ARBORIST, INC.	10/26/2018	3838	110515144	TOP SOIL/PLANTER MIX	\$103.92
TREECO ARBORIST, INC.					Total Check Amount:	\$103.92
179113	U.S. POSTAL SERVICE	10/26/2018	3284	110111151	BREA LINE NOV/DEC18	\$3,013.61
U.S. POSTAL SERVICE					Total Check Amount:	\$3,013.61
179114	UNITED PARCEL SERVICE	10/26/2018	3174	110141441	SHIPPING CHGS SEP/OCT	\$124.51
UNITED PARCEL SERVICE					Total Check Amount:	\$124.51
179115	XEROX CORPORATION	10/26/2018	3349	110141441	ADDRESS/LABL SW SEP18	\$108.00
		10/26/2018	3349	110141441	BLACK CPR/PRNTR SEP18	\$493.54
		10/26/2018	3349	110141441	CPR/PRNTR CORR SEP18	\$220.27
		10/26/2018	3349	110141441	HI-PROD CPR/PRNTR SEP	\$2,300.09
		10/26/2018	3349	110141441	HI-SPD PR/CPR JUN-SEP	\$3,055.82
		10/26/2018	3349	110141441	SOFTWARE MAINT SEP18	\$116.00
XEROX CORPORATION					Total Check Amount:	\$6,293.72
Check Subtotal						\$115,577.50
V30250	ADAMSON POLICE PRODUCTS	10/26/2018	4023	110212131	VESTS	\$1,185.25
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$1,185.25
V30251	ALLSTAR FIRE EQUIPMENT	10/26/2018	8353	110222221	TURNOUTS	\$7,071.13
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$7,071.13
V30252	ANIXTER, INC.	10/26/2018	20003	490515151	DOOR HARDWARE @ SC	\$337.31
ANIXTER, INC.					Total Check Amount:	\$337.31
V30253	BAB STEERING HYDRAULICS INC.	10/26/2018	18365	480515161	1830 TILLER SUSP RPR	\$1,913.62
BAB STEERING HYDRAULICS INC.					Total Check Amount:	\$1,913.62
V30254	BEST LAWN MOWER SERVICE	10/26/2018	16230	110515121	BLADES FOR CARBO SAW	\$400.50
BEST LAWN MOWER SERVICE					Total Check Amount:	\$400.50
V30255	BREA AUTO SERVICE	10/26/2018	12780	480515161	27001 A/C REPAIR	\$407.54
		10/26/2018	12780	480515161	27022 A/C REPAIR	\$238.31
BREA AUTO SERVICE					Total Check Amount:	\$645.85
V30256	BREA DISPOSAL, INC	10/26/2018	3330	440515122	REFUSE COLLECTN SEP18	\$150,486.84
		10/26/2018	3330	440515122	TRSH COLL ADJ JUL/AUG	\$3,092.22
BREA DISPOSAL, INC					Total Check Amount:	\$153,579.06
V30257	BREA ELECTRIC COMPANY	10/26/2018	27530	343515112	LIGHT REPAIR	\$169.24
		10/26/2018	27530	346515112	LIGHT REPAIRS	\$285.93

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BREA ELECTRIC COMPANY					Total Check Amount:	\$455.17
V30258	BUCKNAM INFRASTRUCTURE GROUP, INC	10/26/2018	23775	110515121	2019 PMP UPDATE	\$1,045.00
BUCKNAM INFRASTRUCTURE GROUP, INC					Total Check Amount:	\$1,045.00
V30259	CANNINGS ACE HARDWARE	10/26/2018	15828	110515141	CLNRS/CORD/PNT SUPPLS	\$55.79
		10/26/2018	15828	110515141	EXCHANGE:GOPHER TRAPS	(\$2.17)
		10/26/2018	15828	110515141	GOPHER TRAPS/SPRAYWAX	\$80.03
		10/26/2018	15828	480515161	REMOTE BATTERIES/TAPE	\$126.57
CANNINGS ACE HARDWARE					Total Check Amount:	\$260.22
V30260	CANON SOLUTIONS AMERICA, INC	10/26/2018	15260	110141441	PROP EVD COPIER SEP18	\$806.90
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$806.90
V30261	CDCE INCORPORATED	10/26/2018	19356	475141471	ROUTER/WIFI 3YR SUPP	\$3,426.45
CDCE INCORPORATED					Total Check Amount:	\$3,426.45
V30262	DANIELS TIRE SERVICE	10/26/2018	3133	480515161	PW TIRES	\$3,112.88
DANIELS TIRE SERVICE					Total Check Amount:	\$3,112.88
V30263	DE LAGE LANDEN FINANCIAL SERVICES	10/26/2018	23311	110141441	FS3 COPY MACH LSE OCT	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.20
V30264	EQUIPMENT DIRECT INC	10/26/2018	4522	430515123	NITRILE GLOVES	\$213.35
EQUIPMENT DIRECT INC					Total Check Amount:	\$213.35
V30265	EXTERMINETICS OF SO CALIF INC	10/26/2018	3298	110515125	PEST CONTROL SEPT18	\$324.00
		10/26/2018	3298	110515141	PEST CONTROL SEPT18	\$180.00
		10/26/2018	3298	420515131	PEST CONTROL SEPT18	\$100.00
		10/26/2018	3298	490515151	PEST CONTROL SEPT18	\$1,150.00
		10/26/2018	3298	490515151	PEST CONTROL:PLUNGE	\$60.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,814.00
V30266	FACTORY MOTOR PARTS COMPANY	10/26/2018	3504	480515161	FAN/MOTOR ASSEMBLY	\$90.13
		10/26/2018	3504	480515161	IGNITION COIL	\$55.50
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$145.63
V30267	FEDEX	10/26/2018	3495	110404541	POSTAGE:RETURNED ART	\$273.01
FEDEX					Total Check Amount:	\$273.01
V30268	GALE SUPPLY COMPANY	10/26/2018	21090	110515141	JANITORIAL SUPPLIES	\$269.81
		10/26/2018	21090	110515144	JANITORIAL SUPPLIES	\$82.75
		10/26/2018	21090	110515148	JANITORIAL SUPPLIES	\$82.75
		10/26/2018	21090	360515145	JANITORIAL SUPPLIES	\$82.75
GALE SUPPLY COMPANY					Total Check Amount:	\$518.06
V30269	GRAINGER	10/26/2018	13634	110212131	BATTERIES	\$261.84
		10/26/2018	13634	110515141	HAND SOAP FOR LDM	\$163.32
GRAINGER					Total Check Amount:	\$425.16
V30270	HAAKER EQUIPMENT CO.	10/26/2018	4297	490515151	REPAIR SVC:ZAMBONI	\$1,442.03

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HAAKER EQUIPMENT CO.					Total Check Amount:	\$1,442.03
V30271	HITECH SOFTWARE INC	10/26/2018	19937	110515125	CAR COUNT SYS MNT OCT	\$920.00
HITECH SOFTWARE INC					Total Check Amount:	\$920.00
V30272	IMPERIAL SPRINKLER SUPPLY	10/26/2018	24260	110515141	IRRIGATION PARTS	\$34.52
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$34.52
V30273	JACKSON'S AUTO SUPPLY	10/26/2018	1143	480515161	AUTO SUPPLIES AUG18	\$2,399.19
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$2,399.19
V30274	JOHNSTONE SUPPLY	10/26/2018	4788	490515151	HVAC PARTS @ CCC	\$162.21
JOHNSTONE SUPPLY					Total Check Amount:	\$162.21
V30275	KELLY PAPER	10/26/2018	7039	110141441	PAPER	\$1,148.56
KELLY PAPER					Total Check Amount:	\$1,148.56
V30276	ELIZABETH KUNZE	10/26/2018	25326	110212111	TRAINING MILEAGE	\$15.70
ELIZABETH KUNZE					Total Check Amount:	\$15.70
V30277	LAND CONCERN, LTD	10/26/2018	22942	510707219	PLANTING PLANS JUL18	\$2,864.00
LAND CONCERN, LTD					Total Check Amount:	\$2,864.00
V30278	MICHELLE LE	10/26/2018	27953	110404215	YOGA BCC	\$23.00
		10/26/2018	27953	110404215	YOGA BECKMAN	\$23.00
MICHELLE LE					Total Check Amount:	\$46.00
V30279	LEHR	10/26/2018	26035	480515161	PUSH BUMPR/LED LIGHTS	\$1,063.12
LEHR					Total Check Amount:	\$1,063.12
V30280	THE LIGHTHOUSE	10/26/2018	8787	480515161	LED INTERIOR LIGHTS	\$90.68
THE LIGHTHOUSE					Total Check Amount:	\$90.68
V30281	LINCOLN AQUATICS	10/26/2018	17902	110404422	BULK ACID @ POOL	\$1,244.15
		10/26/2018	17902	110404422	BULK CHLORINE @ POOL	\$4,046.15
		10/26/2018	17902	110404422	CHEM TEST KIT @ POOL	\$1,186.65
		10/26/2018	17902	110404422	OVERPAYMENT SI320863	(\$38.52)
		10/26/2018	17902	490515151	PLUNGE HARDWARE	\$75.50
LINCOLN AQUATICS					Total Check Amount:	\$6,513.93
V30282	TERRY MILLER	10/26/2018	27998	110404215	ZUMBA BCC	\$25.00
TERRY MILLER					Total Check Amount:	\$25.00
V30283	MODULAR SPACE CORPORATION	10/26/2018	27090	510707929	LDM TRAILR RENTAL OCT	\$478.54
MODULAR SPACE CORPORATION					Total Check Amount:	\$478.54
V30284	MUNICIPAL WATER DISTRICT	10/26/2018	3784	420515131	WATER DELIVERY SEP18	\$145,464.80
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$145,464.80
V30285	MUNISERVICES, LLC	10/26/2018	10627	110141424	SUTA SVCS 2018 QTR 2	\$2,252.19
MUNISERVICES, LLC					Total Check Amount:	\$2,252.19
V30286	ADRIANA MUÑOZ	10/26/2018	27997	110404215	ZUMBA BCC	\$50.00
ADRIANA MUÑOZ					Total Check Amount:	\$50.00
V30287	MUSCO SPORTS LIGHTING, LLC	10/26/2018	19179	110515141	AROVSTA LGHT MONTORNG	\$425.00

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MUSCO SPORTS LIGHTING, LLC						Total Check Amount: \$425.00
V30288	NICKEY PETROLEUM CO., INC.	10/26/2018	6667	480515161	AUTOMOTIVE MOTOR OIL	\$3,424.18
NICKEY PETROLEUM CO., INC.						Total Check Amount: \$3,424.18
V30289	ONWARD ENGINEERING	10/26/2018	22106	110000000	INSP SVCS SEPT 2018	\$12,704.75
		10/26/2018	22106	110515171	INSP SVCS SEPT 2018	\$3,515.50
		10/26/2018	22106	510707929	ADJUST TO PO #219020	(\$12,690.00)
		10/26/2018	22106	510707929	LAGOS DE MORENO MAY18	\$12,690.00
		10/26/2018	22106	510707936	INSP SVCS SEPT 2018	\$1,780.00
ONWARD ENGINEERING						Total Check Amount: \$18,000.25
V30290	BRIANA PERLSON	10/26/2018	28024	110404215	YOGA BCC	\$46.00
BRIANA PERLSON						Total Check Amount: \$46.00
V30291	RAY-LITE INDUSTRIES, INC.	10/26/2018	19800	490515151	LAMP RECYCLING	\$97.44
		10/26/2018	19800	490515152	LED LIGHTS @ BCC	\$344.49
RAY-LITE INDUSTRIES, INC.						Total Check Amount: \$441.93
V30292	ROI NETWORKS	10/26/2018	21018	475141471	SVCWORKS #2 OCT-DEC	\$9,851.25
ROI NETWORKS						Total Check Amount: \$9,851.25
V30293	RUSSELL SIGLER INC.	10/26/2018	21638	490515151	HVAC FILTERS @ BCC	\$266.69
		10/26/2018	21638	490515151	HVAC UNIT @ SR CTR	\$2,790.53
RUSSELL SIGLER INC.						Total Check Amount: \$3,057.22
V30294	SC FUELS	10/26/2018	16654	480515161	CLR DIESEL 1825 GAL	\$6,448.68
SC FUELS						Total Check Amount: \$6,448.68
V30295	SITEONE LANDSCAPE SUPPLY, LLC	10/26/2018	25942	110515143	IRRIGATION PARTS	\$106.61
SITEONE LANDSCAPE SUPPLY, LLC						Total Check Amount: \$106.61
V30296	SNAP-ON INDUSTRIAL	10/26/2018	17125	480515161	1/2-IN DRIVE RATCHET	\$176.98
SNAP-ON INDUSTRIAL						Total Check Amount: \$176.98
V30297	STATE INDUSTRIAL PRODUCTS	10/26/2018	8572	490515151	DEGREASER/TRUCK WASH	\$271.53
STATE INDUSTRIAL PRODUCTS						Total Check Amount: \$271.53
V30298	STEAMX LLC	10/26/2018	24072	480515161	1518 TANKS REPAIR	\$467.43
STEAMX LLC						Total Check Amount: \$467.43
V30299	STOTZ EQUIPMENT	10/26/2018	24388	480515161	TRACTOR KEYS	\$40.74
STOTZ EQUIPMENT						Total Check Amount: \$40.74
V30300	TECHNIGLOVE INTERNATIONAL INC	10/26/2018	17691	110212131	NITRILE GLOVES	\$255.53
TECHNIGLOVE INTERNATIONAL INC						Total Check Amount: \$255.53
V30301	TIFCO INDUSTRIES	10/26/2018	8995	480515161	DRILLBTS/SCRWS/CLAMPS	\$487.14
TIFCO INDUSTRIES						Total Check Amount: \$487.14
V30302	TROPICAL PLAZA NURSERY, INC	10/26/2018	2062	110515143	SHRUB PLANTING	\$494.00
		10/26/2018	2062	346515112	IRRIGATION REPAIR	\$200.25
		10/26/2018	2062	346515112	IRRIGATION REPAIRS	\$427.93
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$1,122.18

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V30303	TROY SHEET METAL WORKS INC.	10/26/2018	15153	480515161	PD UV INTERIOR EQPT	\$3,255.89
TROY SHEET METAL WORKS INC.					Total Check Amount:	\$3,255.89
V30304	UNITED PUMPING SERVICE, INC.	10/26/2018	16388	410515132	NPDES:SPILL CLEAN UP	\$955.00
UNITED PUMPING SERVICE, INC.					Total Check Amount:	\$955.00
V30305	UNITED ROTARY BRUSH CORPORATION	10/26/2018	16649	480515161	SWEEPER BROOMS (2)	\$235.69
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$235.69
V30306	VALVERDE CONSTRUCTION, INC.	10/26/2018	14201	430515123	SEWER MANHOLE REPAIR	\$1,729.81
VALVERDE CONSTRUCTION, INC.					Total Check Amount:	\$1,729.81
V30307	VISTA PAINT CORPORATION	10/26/2018	4573	490515151	PAINT CITY MGR OFFICE	\$116.62
		10/26/2018	4573	490515151	PAINT PLAYGROUND @BCC	\$76.66
		10/26/2018	4573	490515151	PAINT PROJECT @ BCC	\$192.11
		10/26/2018	4573	490515151	PAINT PROJECT @ CCC	\$56.48
VISTA PAINT CORPORATION					Total Check Amount:	\$441.87
V30308	WALTERS WHOLESALE ELECTRIC	10/26/2018	1667	490515151	ELECTRICAL PARTS @ CCC	\$44.12
		10/26/2018	1667	490515151	ELECTRICAL PARTS @CCC	\$155.45
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$199.57
V30309	WILLDAN ENGINEERING	10/26/2018	12445	110000000	LEGAL/PLAT	\$185.00
WILLDAN ENGINEERING					Total Check Amount:	\$185.00
V30310	ZUMAR INDUSTRIES, INC.	10/26/2018	3802	510707702	SPEED BUMP SIGNS	\$210.79
ZUMAR INDUSTRIES, INC.					Total Check Amount:	\$210.79
Voucher Subtotal						\$394,596.49
TOTAL						\$510,173.99

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179116	ANAHEIM REG MED CENTER AHMC	11/02/2018	21180	110212121	SART COUNSELING	\$850.00
ANAHEIM REG MED CENTER AHMC					Total Check Amount:	\$850.00
179117	AURA ARAGON	11/02/2018	28044	110	RENTAL DEPOSIT REFUND	\$308.75
AURA ARAGON					Total Check Amount:	\$308.75
179118	AT&T	11/02/2018	22390	475141471	7149110022 277 10/14	\$222.68
AT&T					Total Check Amount:	\$222.68
179119	AT&T LONG DISTANCE	11/02/2018	1737	475141471	807752441 10/3-11/2	\$279.27
AT&T LONG DISTANCE					Total Check Amount:	\$279.27
179120	PATRICK AU	11/02/2018	28051	110	REG'N FEE REFUND	\$50.00
PATRICK AU					Total Check Amount:	\$50.00
179121	KATARINA AVALOS	11/02/2018	28035	420000000	CLOSED WATER ACCOUNT	\$9.63
KATARINA AVALOS					Total Check Amount:	\$9.63
179122	KATYA BEENER	11/02/2018	26857	110404542	ASST S/MGR:STARCATCHR	\$750.00
KATYA BEENER					Total Check Amount:	\$750.00
179123	KENNETH BOND	11/02/2018	27994	420000000	CLOSED WATER ACCOUNT	\$34.82
KENNETH BOND					Total Check Amount:	\$34.82
179124	BOUND TREE MEDICAL, LLC	11/02/2018	14077	174222222	EMS AIRWAY HARD CASE	\$892.15
BOUND TREE MEDICAL, LLC					Total Check Amount:	\$892.15
179125	BREA ROTARY CLUB	11/02/2018	1338	110222211	QTRLY DUES APR-JUN18	\$266.25
		11/02/2018	1338	110222211	QTRLY DUES JUL-SEPT18	\$41.25
		11/02/2018	1338	110222211	QTRLY DUES OCT-DEC18	\$41.25
BREA ROTARY CLUB					Total Check Amount:	\$348.75
179126	CHARITY BURNLEY	11/02/2018	28008	110000000	REFUND:CANDLE PERMIT	\$69.00
CHARITY BURNLEY					Total Check Amount:	\$69.00
179127	DAVID CAMPOS	11/02/2018	28064	110404542	DIRECTOR:STARCATCHER	\$1,200.00
DAVID CAMPOS					Total Check Amount:	\$1,200.00
179128	CARBON CANYON FIRE SAFE COUNCIL	11/02/2018	25980	110222231	CARBON CYN CLEAN UP	\$6,979.34
CARBON CANYON FIRE SAFE COUNCIL					Total Check Amount:	\$6,979.34
179129	ADRIAN CASTILLO	11/02/2018	28003	110	REG'N FEE REFUND	\$40.00
ADRIAN CASTILLO					Total Check Amount:	\$40.00
179130	THEODORE CERVANTES	11/02/2018	28052	110	REG'N FEE REFUND	\$50.00
THEODORE CERVANTES					Total Check Amount:	\$50.00
179131	CHARLES TAN & ASSOCIATES, INC.	11/02/2018	26706	110000000	PROF SVCS THRU 10/19	\$800.00
CHARLES TAN & ASSOCIATES, INC.					Total Check Amount:	\$800.00
179132	CINTAS	11/02/2018	24347	110404211	BCC FIRSTAID SUPPLIES	\$146.40
		11/02/2018	24347	110404542	THTR FRSTAID SUPPLIES	\$47.53
CINTAS					Total Check Amount:	\$193.93
179133	BEN CLAES	11/02/2018	28048	110	REG'N FEE REFUND	\$50.00
BEN CLAES					Total Check Amount:	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179134	CORELOGIC	11/02/2018	25542	280323215	REAL EST LISTNG SEP18	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
179135	ROBERT COTE	11/02/2018	27217	950000000	ILJAOC:INTIME CONF	\$913.04
ROBERT COTE					Total Check Amount:	\$913.04
179136	COUNTY OF ORANGE	11/02/2018	4799	110212122	FINGERPRINT ID OCT18	\$1,783.00
COUNTY OF ORANGE					Total Check Amount:	\$1,783.00
179137	CSUF-CAL STATE UNIVERSITY FULLERTON	11/02/2018	22792	110141481	LIVE SCAN SEPT 2018	\$22.00
CSUF-CAL STATE UNIVERSITY FULLERTON					Total Check Amount:	\$22.00
179138	JOHN CUMMINS	11/02/2018	28002	110	REG'N FEE REFUND	\$50.00
JOHN CUMMINS					Total Check Amount:	\$50.00
179139	CYBERSOURCE CORPORATION	11/02/2018	25266	110404542	BOX OFF CC PROC SEP18	\$20.00
CYBERSOURCE CORPORATION					Total Check Amount:	\$20.00
179140	DANIEL DEFENSE	11/02/2018	28006	110212131	RIFLE UPPER RCVR TEST	\$1,246.00
DANIEL DEFENSE					Total Check Amount:	\$1,246.00
179141	DEPARTMENT OF JUSTICE	11/02/2018	13406	110141481	FINGERPRNT APPS SEP18	\$405.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$405.00
179142	MATTHEW DESIMONE	11/02/2018	28020	110	REG'N FEE REFUND	\$40.00
MATTHEW DESIMONE					Total Check Amount:	\$40.00
179143	TERRY DOPSON	11/02/2018	27206	110404542	ACTOR:PETER/STARCTCHR	\$200.00
TERRY DOPSON					Total Check Amount:	\$200.00
179144	DRAGONEYE TECHNOLOGY, LLC	11/02/2018	27983	110	DRAGONEYE LIDAR SYSTM	(\$92.69)
		11/02/2018	27983	110212142	DRAGONEYE LIDAR SYSTM	\$8,790.69
DRAGONEYE TECHNOLOGY, LLC					Total Check Amount:	\$8,698.00
179145	SOUTHERN CALIFORNIA EDISON	11/02/2018	3343	110515121	ELECTRICITY SEP/OCT18	\$1,552.62
		11/02/2018	3343	110515148	ELECTRICITY SEP/OCT18	\$54.81
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$1,607.43
179146	NICKOLAS ESQUERRA	11/02/2018	28033	420000000	CLOSED WATER ACCOUNT	\$60.12
NICKOLAS ESQUERRA					Total Check Amount:	\$60.12
179147	FRANCHISE TAX BOARD	11/02/2018	13287	110	CD912245780 102618 PR	\$195.19
FRANCHISE TAX BOARD					Total Check Amount:	\$195.19
179148	G & G TROPHY CO.	11/02/2018	1709	110404424	YOUTH SOCCER TROPHIES	\$693.91
G & G TROPHY CO.					Total Check Amount:	\$693.91
179149	GALLIO MOTORSPORTS	11/02/2018	28041	110	ATV ACCESSORIES	(\$116.66)
		11/02/2018	28041	110222221	ATV ACCESSORIES	\$1,621.89
GALLIO MOTORSPORTS					Total Check Amount:	\$1,505.23
179150	LORRIE GARDNER	11/02/2018	28010	110	RENTAL DEPOSIT REFUND	\$500.00
LORRIE GARDNER					Total Check Amount:	\$500.00
179151	THE GAS COMPANY	11/02/2018	3749	490515151	GAS SEPT/OCT 2018	\$82.32
THE GAS COMPANY					Total Check Amount:	\$82.32

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179152	DIANA HARARI	11/02/2018	28066	110404542	PERCUSSION:STARCATCHR	\$300.00
DIANA HARARI					Total Check Amount:	\$300.00
179153	KERRI HELLMUTH	11/02/2018	28063	110404542	ACTOR:PETER/STARCTCHR	\$200.00
KERRI HELLMUTH					Total Check Amount:	\$200.00
179154	HF&H CONSULTANTS, LLC	11/02/2018	27542	440515122	PROF SVCS SEPT 2018	\$8,132.73
HF&H CONSULTANTS, LLC					Total Check Amount:	\$8,132.73
179155	MARY HIGUCHI	11/02/2018	28007	110	REFUND:WTRCOLR SERIES	\$95.00
MARY HIGUCHI					Total Check Amount:	\$95.00
179156	JOHN HILL	11/02/2018	28039	420000000	CLOSED WATER ACCOUNT	\$60.32
JOHN HILL					Total Check Amount:	\$60.32
179157	STEPHEN HULSEY	11/02/2018	28065	110404542	MUSIC DIR:STARCATCHER	\$1,200.00
STEPHEN HULSEY					Total Check Amount:	\$1,200.00
179158	STEVEN HUYNH	11/02/2018	28018	110	REG'N FEE REFUND	\$50.00
STEVEN HUYNH					Total Check Amount:	\$50.00
179159	INTELLI-TECH	11/02/2018	8774	110404311	HP M553N LJ PRINTER	\$640.04
		11/02/2018	8774	475141471	BARRACUDA FIREWLL UPD	\$1,326.00
		11/02/2018	8774	475141471	HP M553N LJ PRINTER	\$498.88
		11/02/2018	8774	475141471	HP PRINTER/SHEET TRAY	\$1,008.54
INTELLI-TECH					Total Check Amount:	\$3,473.46
179160	HAYLEY JACKSON	11/02/2018	28062	110404542	ACTOR:PETER/STARCTCHR	\$200.00
HAYLEY JACKSON					Total Check Amount:	\$200.00
179161	JART DIRECT MAIL SERVICES	11/02/2018	8634	110404542	CONSUMER LIST/MAILERS	\$936.93
JART DIRECT MAIL SERVICES					Total Check Amount:	\$936.93
179162	JULIE A. AULT, ESQ.	11/02/2018	28027	510707251	APPRSL REIMB 57/LMBRT	\$5,000.00
JULIE A. AULT, ESQ.					Total Check Amount:	\$5,000.00
179163	ELISABETH KATAOKA	11/02/2018	26059	110404542	ST MGR:PETER/STRCTCHR	\$1,000.00
ELISABETH KATAOKA					Total Check Amount:	\$1,000.00
179164	MICHAEL J. KEENEY	11/02/2018	28061	110404542	ACTOR:PETER/STARCTCHR	\$200.00
MICHAEL J. KEENEY					Total Check Amount:	\$200.00
179165	KEYSTONE UNIFORMS OC	11/02/2018	24713	110212111	BOOTS	\$148.68
		11/02/2018	24713	110222211	DEPT T-SHIRTS	\$297.33
KEYSTONE UNIFORMS OC					Total Check Amount:	\$446.01
179166	LAW OFFICES OF JONES & MAYER	11/02/2018	12144	110111112	LEGAL SVCS:PD SEPT18	\$425.00
		11/02/2018	12144	110111112	LEGAL:CODE ENF SEPT18	\$1,360.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,785.00
179167	BRANDON LE	11/02/2018	28046	110	REG'N FEE REFUND	\$50.00
BRANDON LE					Total Check Amount:	\$50.00
179168	YVONNE LEE	11/02/2018	28034	420000000	CLOSED WATER ACCOUNT	\$15.13
YVONNE LEE					Total Check Amount:	\$15.13

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179169	LIFE-ASSIST, INC.	11/02/2018	10530	174222222	PM MEDS FIRE STN #1	\$1,181.29
		11/02/2018	10530	174222222	PM MEDS FIRE STN #2	\$2,183.28
LIFE-ASSIST, INC.					Total Check Amount:	\$3,364.57
179170	WILLIAM LINDSAY	11/02/2018	28012	110	REG'N FEE REFUND	\$40.00
WILLIAM LINDSAY					Total Check Amount:	\$40.00
179171	LIVEVIEW GPS INC.	11/02/2018	21821	110212121	PT10 SUBSCRIPTION	\$479.40
LIVEVIEW GPS INC.					Total Check Amount:	\$479.40
179172	CARLOS LOPEZ	11/02/2018	28060	110404542	ACTOR:PETER/STARCTCHR	\$200.00
CARLOS LOPEZ					Total Check Amount:	\$200.00
179173	ANDREW LOVATO	11/02/2018	28016	110	REG'N FEE REFUND	\$50.00
ANDREW LOVATO					Total Check Amount:	\$50.00
179174	HEYDEN MANGUM	11/02/2018	28059	110404542	ACTOR:PETER/STARCTCHR	\$200.00
HEYDEN MANGUM					Total Check Amount:	\$200.00
179175	MARIPOSA LANDSCAPES, INC.	11/02/2018	27959	510707936	SR CTR LANDSCAPE PROJ	\$45,148.75
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$45,148.75
179176	CONNOR MCINTOSH	11/02/2018	28014	110	REG'N FEE REFUND	\$50.00
CONNOR MCINTOSH					Total Check Amount:	\$50.00
179177	MEDPOST URGENT CARE - BREA	11/02/2018	27547	110141481	PHYS/TB/HEARING TESTS	\$685.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$685.00
179178	MARIO MONREAL	11/02/2018	28015	110	REG'N FEE REFUND	\$30.00
MARIO MONREAL					Total Check Amount:	\$30.00
179179	MUNICIPAL MAINTENANCE EQUIPMENT INC	11/02/2018	27986	420515131	NOZZLE	\$229.44
MUNICIPAL MAINTENANCE EQUIPMENT INC					Total Check Amount:	\$229.44
179180	BECKY MURILLO	11/02/2018	28040	420000000	CLOSED WATER ACCOUNT	\$49.95
BECKY MURILLO					Total Check Amount:	\$49.95
179181	AGNIESZKA NAYLOR	11/02/2018	28043	110	RENTAL DEPOSIT REFUND	\$500.00
AGNIESZKA NAYLOR					Total Check Amount:	\$500.00
179182	THE NEW HOME COMPANY	11/02/2018	27993	420000000	CLOSED WATER ACCOUNT	\$3,721.88
THE NEW HOME COMPANY					Total Check Amount:	\$3,721.88
179183	IAN NIETO	11/02/2018	28058	110404542	ACTOR:PETER/STARCTCHR	\$200.00
IAN NIETO					Total Check Amount:	\$200.00
179184	NIKKI'S FLAG SHOP	11/02/2018	16671	490515151	FLAGS	\$241.00
NIKKI'S FLAG SHOP					Total Check Amount:	\$241.00
179185	NOUVEAU CHAMBER BALLET	11/02/2018	10414	110	RENTAL DEPOSIT REFUND	\$1,181.25
NOUVEAU CHAMBER BALLET					Total Check Amount:	\$1,181.25
179186	ORANGE COUNTY BRIDE	11/02/2018	17453	110404213	2018 BRIDAL SHOW AD	\$2,200.00
ORANGE COUNTY BRIDE					Total Check Amount:	\$2,200.00
179187	JOSE OROZCO	11/02/2018	28057	110404542	ACTOR:PETER/STARCTCHR	\$200.00
JOSE OROZCO					Total Check Amount:	\$200.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179188	JEROME PADILLA	11/02/2018	28050	110	REG'N FEE REFUND	\$50.00
JEROME PADILLA					Total Check Amount:	\$50.00
179189	DANIEL E AND/OR KAL PAVIOLO	11/02/2018	27992	420000000	CLOSED WATER ACCOUNT	\$54.32
DANIEL E AND/OR KAL PAVIOLO					Total Check Amount:	\$54.32
179190	PETTY CASH CUSTODIAN	11/02/2018	15835	110	PETTY CASH REPL 10/17	\$175.01
PETTY CASH CUSTODIAN					Total Check Amount:	\$175.01
179191	MICHELLE PITCHER	11/02/2018	28017	110	REG'N FEE REFUND	\$20.00
MICHELLE PITCHER					Total Check Amount:	\$20.00
179192	PKJ CONSTRUCTION	11/02/2018	27991	420000000	CLOSED WATER ACCOUNT	\$1,952.28
PKJ CONSTRUCTION					Total Check Amount:	\$1,952.28
179193	RICARDO PLATA	11/02/2018	28005	470141483	SPRAY PAINT DAMAGE	\$150.00
RICARDO PLATA					Total Check Amount:	\$150.00
179194	RE:BORN DANCE INTERACTIVE	11/02/2018	28009	110	RENTAL DEPOSIT REFUND	\$500.00
RE:BORN DANCE INTERACTIVE					Total Check Amount:	\$500.00
179195	CAROLINA REYNOSO	11/02/2018	28056	110404542	ACTOR:PETER/STARCTCHR	\$200.00
CAROLINA REYNOSO					Total Check Amount:	\$200.00
179196	KELLI RILEY	11/02/2018	28004	110000000	PD REPORT REQ REFUND	\$3.00
KELLI RILEY					Total Check Amount:	\$3.00
179197	CRISTIAN RINCON	11/02/2018	28054	110404542	ACTOR:PETER/STARCTCHR	\$200.00
CRISTIAN RINCON					Total Check Amount:	\$200.00
179198	GERALD RIVERA	11/02/2018	28011	110	REG'N FEE REFUND	\$50.00
GERALD RIVERA					Total Check Amount:	\$50.00
179199	DAVID RODRIGUEZ	11/02/2018	28055	110404542	ACTOR:PETER/STARCTCHR	\$200.00
DAVID RODRIGUEZ					Total Check Amount:	\$200.00
179200	JOSHUA ROGERS	11/02/2018	28038	420000000	CLOSED WATER ACCOUNT	\$59.60
JOSHUA ROGERS					Total Check Amount:	\$59.60
179201	MARY ROGERS	11/02/2018	28019	110	REG'N FEE REFUND	\$30.00
MARY ROGERS					Total Check Amount:	\$30.00
179202	RVM CONSTRUCTION INC.	11/02/2018	28026	420000000	REFUND WTR METER COST	\$3,179.16
RVM CONSTRUCTION INC.					Total Check Amount:	\$3,179.16
179203	SPARKLETTS	11/02/2018	3001	490515151	CCC FOUNTN WTR OCT18	\$18.52
SPARKLETTS					Total Check Amount:	\$18.52
179204	NOAH STROEBLE	11/02/2018	28047	110	REG'N FEE REFUND	\$30.00
NOAH STROEBLE					Total Check Amount:	\$30.00
179205	NATHAN TAMAYO	11/02/2018	28013	110	REG'N FEE REFUND	\$30.00
NATHAN TAMAYO					Total Check Amount:	\$30.00
179206	EDGAR ANDREW TORRENS	11/02/2018	27995	110404542	DANCE INSTR:RAGFEST18	\$140.00
EDGAR ANDREW TORRENS					Total Check Amount:	\$140.00
179207	DAVID TORRES	11/02/2018	28049	110	REG'N FEE REFUND	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
DAVID TORRES					Total Check Amount:	\$50.00
179208	CRAIG TRAEGER	11/02/2018	28036	420000000	CLOSED WATER ACCOUNT	\$98.48
CRAIG TRAEGER					Total Check Amount:	\$98.48
179209	JOHN C. TREISTER	11/02/2018	27194	110404542	ACTOR:PETER/STARCTCHR	\$200.00
JOHN C. TREISTER					Total Check Amount:	\$200.00
179210	UNITED PARCEL SERVICE	11/02/2018	3174	110141441	SHIPPING CHGS AUG/SEP	\$71.59
UNITED PARCEL SERVICE					Total Check Amount:	\$71.59
179211	VERIZON WIRELESS	11/02/2018	21122	110212121	9815803075 9/4-10/3	\$54.03
VERIZON WIRELESS					Total Check Amount:	\$54.03
179212	KELLY WALKER	11/02/2018	19627	110000000	START-UP:NUTCRCRK BTQ	\$2,000.00
KELLY WALKER					Total Check Amount:	\$2,000.00
179213	WESTCOAST SHIRTWORKS, INC.	11/02/2018	22572	110515121	PUBLIC WORKS UNIFORMS	\$40.59
		11/02/2018	22572	110515125	PUBLIC WORKS UNIFORMS	\$40.59
		11/02/2018	22572	110515141	PUBLIC WORKS UNIFORMS	\$284.13
		11/02/2018	22572	110515144	PUBLIC WORKS UNIFORMS	\$365.24
		11/02/2018	22572	420515131	PUBLIC WORKS UNIFORMS	\$202.95
		11/02/2018	22572	430515123	PUBLIC WORKS UNIFORMS	\$81.18
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$1,014.68
179214	JUSTIN WILBUR	11/02/2018	28032	420000000	CLOSED WATER ACCOUNT	\$10.91
JUSTIN WILBUR					Total Check Amount:	\$10.91
179215	WINWATER	11/02/2018	28030	420515131	PLUMBING SUPPLIES	\$447.16
WINWATER					Total Check Amount:	\$447.16
179216	WOODRUFF, SPRADLIN & SMART	11/02/2018	24094	950000000	ILJAOC LGL SVCS SEP18	\$1,500.00
WOODRUFF, SPRADLIN & SMART					Total Check Amount:	\$1,500.00
179217	ROBERT YEE	11/02/2018	28045	110	REG'N FEE REFUND	\$50.00
ROBERT YEE					Total Check Amount:	\$50.00
179218	JOHN AND/OR LISA ZAVITSANOS	11/02/2018	28037	420000000	CLOSED WATER ACCOUNT	\$15.01
JOHN AND/OR LISA ZAVITSANOS					Total Check Amount:	\$15.01
Check Subtotal					\$125,804.13	
V30311	ADAMSON POLICE PRODUCTS	11/02/2018	4023	110212131	VEST	\$592.63
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$592.63
V30312	ADLERHORST INT'L INC	11/02/2018	2223	110212131	K9 SUPPLIES	\$25.86
		11/02/2018	2223	110212131	ON-SITE K9 TRNG OCT18	\$385.00
ADLERHORST INT'L INC					Total Check Amount:	\$410.86
V30313	ADMINISTRATIVE & PROF	11/02/2018	3344	110	DED:4010 APEA MEMBR	\$492.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$492.00
V30314	ALTA LANGUAGE SERVICES, INC	11/02/2018	25953	110141481	LISTENING/SPKNG TEST	\$50.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30315	ANAHEIM ICE MANAGEMENT	11/02/2018	15170	110404145	ICE SKATING CLASSES	\$132.00
ANAHEIM ICE MANAGEMENT					Total Check Amount:	\$132.00
V30316	ANIXTER, INC.	11/02/2018	20003	490515151	DOOR HARDWARE @ CCC	\$322.17
ANIXTER, INC.					Total Check Amount:	\$322.17
V30317	BPSEA MEMORIAL FOUNDATION	11/02/2018	14990	110	DED:4050 MEMORIAL	\$226.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$226.00
V30318	BREA CITY EMPLOYEES ASSOCIATION	11/02/2018	3236	110	DED:4005 BCEA MEMBR	\$590.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$590.00
V30319	BREA DISPOSAL, INC	11/02/2018	3330	440515122	SEPT 2018 RES TONNAGE	\$58,701.52
BREA DISPOSAL, INC					Total Check Amount:	\$58,701.52
V30320	BREA FIREFIGHTERS ASSOCIATION	11/02/2018	3237	110	DED:4016 ASSOC MEMB	\$2,453.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,453.00
V30321	BREA POLICE ASSOCIATION	11/02/2018	3769	110	DED:4030 BPA REG	\$3,511.18
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,511.18
V30322	BREA POLICE ATHLETIC LEAGUE	11/02/2018	1068	110	DED:5010 B.P.A.L.	\$102.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$102.50
V30323	BREA POLICE MANAGEMENT ASSOCIATION	11/02/2018	21189	110	DED:4019 LDF MEMBRS	\$13.00
		11/02/2018	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$240.50
V30324	BUTLER CHEMICALS, INC.	11/02/2018	6515	490515151	SR CTR DW SVC OCT18	\$167.01
BUTLER CHEMICALS, INC.					Total Check Amount:	\$167.01
V30325	BYRNE SOFTWARE TECHNOLOGIES, INC.	11/02/2018	27471	110323241	ACCELA IMPL 1006-1012	\$110.00
		11/02/2018	27471	110323241	ACCELA IMPL 9/22-9/28	\$110.00
		11/02/2018	27471	110323241	ACCELA IMPL 9/29-10/5	\$440.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$660.00
V30326	C.WELLS PIPELINE MATERIALS INC	11/02/2018	13055	420515131	PLUMBING SUPPLIES	\$630.56
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$630.56
V30327	CALIFORNIA HEALTH & SAFETY INC.	11/02/2018	15491	110222221	AIR COMPRESSOR REPAIR	\$874.51
CALIFORNIA HEALTH & SAFETY INC.					Total Check Amount:	\$874.51
V30328	CANON FINANCIAL SERVICES, INC.	11/02/2018	20648	110141441	13-COPIER LEASE OCT18	\$3,480.64
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,480.64
V30329	CARRIER CORPORATION	11/02/2018	20023	490515151	CHILLER SVC OCT-DEC18	\$2,693.25
CARRIER CORPORATION					Total Check Amount:	\$2,693.25
V30330	CIGNA BEHAVIORAL HEALTH, INC.	11/02/2018	26628	110141481	EAP SERVICES NOV 2018	\$1,135.25
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$1,135.25
V30331	CLUB SERVICES	11/02/2018	16963	110404215	EQPT SVC AUG/SEPT18	\$1,528.55
CLUB SERVICES					Total Check Amount:	\$1,528.55
V30332	RYAN COOPER	11/02/2018	25532	110212111	TRAINING MILEAGE	\$87.42
RYAN COOPER					Total Check Amount:	\$87.42

City Check Register for: Nov 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30333	CORE & MAIN LP	11/02/2018	27049	420515131	METER GASKETS	\$215.50
CORE & MAIN LP					Total Check Amount:	\$215.50
V30334	DAILY SAW SERVICE	11/02/2018	2107	110141441	PAPERKNIFE SHARPENING	\$19.90
DAILY SAW SERVICE					Total Check Amount:	\$19.90
V30335	DANGELO CO	11/02/2018	4562	420515131	GASKETS	\$33.38
DANGELO CO					Total Check Amount:	\$33.38
V30336	CHRISTY DAUS	11/02/2018	28042	110111143	REIMB:CITY ENGR WELCM	\$49.56
CHRISTY DAUS					Total Check Amount:	\$49.56
V30337	ENTENMANN ROVIN COMPANY	11/02/2018	3457	110212111	DOME BADGES (4)	\$405.13
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$405.13
V30338	ENTERPRISE FM TRUST	11/02/2018	15895	110212121	AUTO LEASE - OCT 2018	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V30339	FACTORY MOTOR PARTS COMPANY	11/02/2018	3504	480515161	CREDIT:INV#12-2860100	(\$121.54)
		11/02/2018	3504	480515161	WIPER BLADES	\$125.29
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$3.75
V30340	FERGUSON ENTERPRISES, INC. #3325	11/02/2018	10339	420515131	SOMOSCOPE	\$48.30
FERGUSON ENTERPRISES, INC. #3325					Total Check Amount:	\$48.30
V30341	GEORGE HILLS COMPANY	11/02/2018	27340	470141483	CLAIMS MGMT FEE OCT18	\$515.00
GEORGE HILLS COMPANY					Total Check Amount:	\$515.00
V30342	GLASBY MAINTENANCE SUPPLY CO	11/02/2018	6802	490515151	DISINFCTNT:PD LOCKERS	\$30.86
		11/02/2018	6802	490515151	SOAP DISPENSERS:YARD	\$166.13
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$196.99
V30343	DON GOLDEN	11/02/2018	10729	110000000	INSP SVCS 10/11-10/24	\$11,095.81
		11/02/2018	10729	110323242	INSP SVCS 10/11-10/24	\$562.01
DON GOLDEN					Total Check Amount:	\$11,657.82
V30344	ROBERT HAEFNER	11/02/2018	14703	110212111	TRAINING MILEAGE	\$115.54
ROBERT HAEFNER					Total Check Amount:	\$115.54
V30345	JOSHUA HORN	11/02/2018	27741	110212111	TRAINING EXPENSES	\$246.11
JOSHUA HORN					Total Check Amount:	\$246.11
V30346	INK LINK INC	11/02/2018	22423	110404213	BRIDAL SHOW BANNERS	\$253.21
INK LINK INC					Total Check Amount:	\$253.21
V30347	INTOXIMETERS INC	11/02/2018	6698	110212131	HANDHELD REPAIR	\$300.87
		11/02/2018	6698	110212131	MOUTHPIECES (1000)	\$285.10
INTOXIMETERS INC					Total Check Amount:	\$585.97
V30348	JAMISON ENGINEERING CONTRACTORS,INC	11/02/2018	15812	430515123	SWR LFT STN MNT SEP18	\$1,800.00
JAMISON ENGINEERING CONTRACTORS,INC					Total Check Amount:	\$1,800.00
V30349	KERNTEC INDUSTRIES, INC.	11/02/2018	17490	110000000	METHANE CONSULT	\$600.00
KERNTEC INDUSTRIES, INC.					Total Check Amount:	\$600.00
V30350	ALFONS KUNZE	11/02/2018	17789	110212111	TRAINING EXPENSES	\$106.40

City Check Register for: Nov 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ALFONS KUNZE						Total Check Amount: \$106.40
V30351	LINCOLN AQUATICS	11/02/2018	17902	110404422	BULK ACID @ POOL	\$1,946.52
		11/02/2018	17902	110404422	BULK CHLORINE @ POOL	\$462.84
		11/02/2018	17902	110404422	SERVICE CHARGE	\$48.03
		11/02/2018	17902	490515151	POLY TUBING @ POOL	(\$134.69)
LINCOLN AQUATICS						Total Check Amount: \$2,322.70
V30352	MINER, LTD	11/02/2018	27173	490515151	ROOF HATCH PREV MNT	\$1,560.00
MINER, LTD						Total Check Amount: \$1,560.00
V30353	ORANGE COUNTY UNITED WAY	11/02/2018	3451	110	DED:5005 UNITED WAY	\$17.40
ORANGE COUNTY UNITED WAY						Total Check Amount: \$17.40
V30354	PARACLETE FIRE AND SAFETY, INC.	11/02/2018	17760	110515125	FIREBOX PANELS @ DTPS'S	\$252.14
PARACLETE FIRE AND SAFETY, INC.						Total Check Amount: \$252.14
V30355	PRADO FAMILY SHOOTING RANGE	11/02/2018	14276	110212131	FULL-DAY TRNG 10/9/18	\$400.00
		11/02/2018	14276	110212132	FULLDAY TRNG 10/15/18	\$400.00
PRADO FAMILY SHOOTING RANGE						Total Check Amount: \$800.00
V30356	R.H.F. INC.	11/02/2018	5713	110212132	NHTSA TESTING/RECERT	\$280.86
		11/02/2018	5713	110212132	RECERT/NHTSA TESTING	\$85.00
R.H.F. INC.						Total Check Amount: \$365.86
V30357	READWRITE EDUCATIONAL, INC.	11/02/2018	3444	110404145	MATH/READING DEVLPMNT	\$153.00
READWRITE EDUCATIONAL, INC.						Total Check Amount: \$153.00
V30358	RICHARDS, WATSON & GERSHON	11/02/2018	8978	110000000	0001 GEN LGL SVCS SEP	\$418.00
		11/02/2018	8978	110000000	9999 GEN LGL SVCS SEP	\$110.00
		11/02/2018	8978	110111112	0001 GEN LGL SVCS SEP	\$10,872.55
		11/02/2018	8978	110111112	9999 GEN LGL SVCS SEP	\$14,757.00
		11/02/2018	8978	280323215	0001 GEN LGL SVCS SEP	\$95.00
		11/02/2018	8978	280323215	157 HSG SUCCESSOR SEP	\$112.50
		11/02/2018	8978	280323215	9999 GEN LGL SVCS SEP	\$136.00
		11/02/2018	8978	410515132	162 SA/MS4 NPDES SEPT	\$1,306.85
		11/02/2018	8978	510707251	171 OLEN POINTE SEP18	\$8,136.79
		11/02/2018	8978	510707251	172 KING Y CHAI SEP18	\$11,473.00
		11/02/2018	8978	875141431	0001 GEN LGL SVCS SEP	\$76.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$47,493.69
V30359	RIVELLE CONSULTING SERVICES	11/02/2018	20208	470141483	ACTUARIAL REPORTS	\$4,200.00
RIVELLE CONSULTING SERVICES						Total Check Amount: \$4,200.00
V30360	CARL ROWE	11/02/2018	23677	110404542	TUNING:STEINWAY B	\$125.00
CARL ROWE						Total Check Amount: \$125.00
V30361	RUSSELL SIGLER INC.	11/02/2018	21638	490515151	HVAC UNIT @ SR CTR	\$2,790.53
RUSSELL SIGLER INC.						Total Check Amount: \$2,790.53
V30362	SAGECREST PLANNING &	11/02/2018	27578	110000000	SR PLANNER AUG 2018	\$420.00

City Check Register for: Nov 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30362	ENVIRONMENTAL	11/02/2018	27578	110000000	SR PLANNER SEPT 2018	\$6,615.00
SAGECREST PLANNING & ENVIRONMENTAL					Total Check Amount:	\$7,035.00
V30363	ANTHONY SANCHEZ	11/02/2018	20625	460141474	AUGUST 2018 MILEAGE	\$20.17
		11/02/2018	20625	460141474	SEPT 2018 MILEAGE	\$10.25
ANTHONY SANCHEZ					Total Check Amount:	\$30.42
V30364	SC FUELS	11/02/2018	16654	480515161	REG ETH 4358 GAL	\$14,239.82
SC FUELS					Total Check Amount:	\$14,239.82
V30365	BRANDON SCHMIDT	11/02/2018	26748	110212111	TRAINING EXPENSES	\$233.77
BRANDON SCHMIDT					Total Check Amount:	\$233.77
V30366	PAMELA SCHMIDT	11/02/2018	12209	110404145	HYPNOSIS CLASS	\$100.00
PAMELA SCHMIDT					Total Check Amount:	\$100.00
V30367	SMART & FINAL	11/02/2018	3269	110404428	SUPPLIES	\$83.48
		11/02/2018	3269	110404429	ASP CAFE SUPPLIES	\$79.64
SMART & FINAL					Total Check Amount:	\$163.12
V30368	SUPERION, LLC	11/02/2018	26879	475141471	ASP BACKUP SVCS NOV18	\$1,908.30
SUPERION, LLC					Total Check Amount:	\$1,908.30
V30369	SUPERIOR ALARM SYSTEMS	11/02/2018	11074	110404211	ALARM MONITORING:BCC	\$210.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$210.00
V30370	TENNIS ANYONE ACADEMY	11/02/2018	12688	110404145	TENNIS CLASSES	\$1,769.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,769.00
V30371	THOMSON REUTERS - WEST	11/02/2018	22020	110111112	431851 CHGS 9/5-10/4	\$108.00
		11/02/2018	22020	110212121	WEST INFO CHGS SEP18	\$361.39
THOMSON REUTERS - WEST					Total Check Amount:	\$469.39
V30372	TMK INDUSTRIAL FASTENERS	11/02/2018	20181	420515131	NUTS AND BOLTS	\$2,456.70
TMK INDUSTRIAL FASTENERS					Total Check Amount:	\$2,456.70
V30373	TOTAL ADMINISTRATIVE SERVICE CORP.	11/02/2018	26017	110	DED:808B FSA DEPCAR	\$2,125.48
		11/02/2018	26017	110	DED:808C FSA UR MED	\$4,446.30
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,571.78
V30374	TRANS UNION LLC	11/02/2018	8371	110141481	HR SVCS 8/26-9/25/18	\$13.83
TRANS UNION LLC					Total Check Amount:	\$13.83
V30375	TROPICAL PLAZA NURSERY, INC	11/02/2018	2062	110515141	OLNDARNCH PRK/MSM OCT	\$2,529.61
		11/02/2018	2062	110515143	CITY LANDSCAPE OCT18	\$12,483.10
		11/02/2018	2062	110515148	TRACKS SEG 2 OCT 2018	\$899.44
		11/02/2018	2062	110515148	TRACKS SEG 2 SEPT2018	\$899.44
		11/02/2018	2062	110515148	TRACKS SEG 3 OCT 2018	\$2,428.03
		11/02/2018	2062	110515148	TRACKS SEG 4 OCT 2018	\$1,985.50
		11/02/2018	2062	341515112	DISTRICT 1 OCT 2018	\$1,166.91
		11/02/2018	2062	343515112	DISTRICT 3 OCT 2018	\$1,979.91
		11/02/2018	2062	345515112	DISTRICT 5 OCT 2018	\$2,377.29

City Check Register for: Nov 2, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30375	TROPICAL PLAZA NURSERY, INC	11/02/2018	2062	346515112	DISTRICT 6 OCT 2018	\$6,432.23
		11/02/2018	2062	347515112	DISTRICT 7 OCT 2018	\$1,047.53
		11/02/2018	2062	361515148	TRACKS SEG5 OCT 2018	\$19.26
		11/02/2018	2062	420515131	RESERVOIRS OCT 2018	\$1,353.37
		11/02/2018	2062	880515113	GATEWAY CENTER OCT18	\$1,204.66
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$36,806.28
V30376	TURBO DATA SYSTEMS, INC.	11/02/2018	1472	110212132	HH LEASE TPM SEPT18	\$258.60
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$258.60
V30377	LINDSAY TURNER	11/02/2018	26028	110212111	TRAINING MILEAGE	\$27.74
LINDSAY TURNER					Total Check Amount:	\$27.74
V30378	US METRO GROUP, INC.	11/02/2018	24814	110515125	JANITORIAL SVCS OCT18	\$826.71
		11/02/2018	24814	490515151	JANITORIAL SVCS OCT18	\$32,832.80
		11/02/2018	24814	490515151	PORTER:WELLNESS FEST	\$131.25
US METRO GROUP, INC.					Total Check Amount:	\$33,790.76
V30379	VERITIV OPERATING COMPANY	11/02/2018	26025	110141441	PAPER	\$1,307.34
VERITIV OPERATING COMPANY					Total Check Amount:	\$1,307.34
V30380	WALTERS WHOLESALE ELECTRIC	11/02/2018	1667	490515151	ELECTRIC PARTS - CCC	\$136.49
		11/02/2018	1667	490515152	LED FAN LIGHT @ FS2	\$288.44
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$424.93
V30381	WEST COAST SAND & GRAVEL, INC.	11/02/2018	11519	420515131	BASE	\$644.10
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$644.10
Voucher Subtotal						\$265,173.28
TOTAL						\$390,977.41

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Budget Adjustments to the Successor Agency to the Brea Redevelopment Agency
Operating and Capital Improvement Program Budget for Fiscal Year 2018-19

RECOMMENDATION

City Council, as Successor Agency: Adopt resolution to adjust the FY 2018-19 Successor Agency to the Brea Redevelopment Agency Operating and Capital Improvement Program Budget.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the current fiscal year, or staff recommended budget adjustments for City Council consideration. The recommended adjustments to the Successor Agency to the Brea Redevelopment Agency Operating Budget are listed in Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

In May 2018, the California Department of Finance (DOF) approved the Successor Agency's Last and Final Recognized Obligation Payment Schedule (LFROPS). As part of this approval process, the DOF also approved the 2011 A Bonds Proceeds Funding Agreement that provided for the reimbursement to the City of Brea for costs incurred toward the Downtown Parking Structure. The total reimbursement by the Successor Agency during Fiscal Year 2017-18 was \$5,273,000; however, bond proceeds of \$5,237,000 were budgeted in Fiscal Year 2018-19. The Fiscal Year 2017-18 Budget was adjusted on October 2, 2018 to reflect the receipt of these proceeds. Thus, the de-obligation of this budget is needed for FY 2018-19.

Also, as a condition of obtaining the DOF approved LFROPS, the Successor Agency is required to pay annually to the County of Orange any excess cash that is not pledged toward the future repayment of enforceable obligations. All enforceable obligations are pledged with property tax revenue. In August 2018, there was a payment from the Brea-Olinda Unified School District toward the Agency Loan triggering excess cash to be paid to the County of Orange in the amount of approximately \$207,600.

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2018-19 budget adjustments were reviewed by the Finance Committee on October 30, 2018, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The fiscal impact of Exhibit A to the Successor Agency to the Brea Redevelopment Agency FY 2018-19 budget is a decrease in revenues of \$5,237,000 and an increase in expenditures of \$207,600.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. SA 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AS SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, AMENDING THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2018-19 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency, does hereby find, determine and resolve that the Successor Agency to the Brea Redevelopment Agency Operating and Capital Improvement Program Budget for Fiscal Year 2018-19, as heretofore amended, be further amended as set forth in Exhibit A, attached. The Successor Agency to the Brea Redevelopment Agency Operating and Capital Improvement Program Budget for Fiscal Year 2018-19 originally adopted in Resolution No. SA 2018-04 by the City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency.

APPROVED AND ADOPTED this 6th day of November, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

November 6, 2018
RESO. SA 2018-07

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, as Successor Agency, held on the 6th day of November, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

November 6, 2018
RESO. SA 2018-07

Successor Agency to the Brea Redevelopment Agency

BUDGET ADJUSTMENTS
FY 2018-19

November 6, 2018

<u>Account Number</u>	<u>Program</u>	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Funding Required</u>
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Eliminate the funding of the Downtown Parking Structure. Series A Tax Allocation Bonds proceeds were received in FY 2017-18.

PROJECT AREA AB

CAPITAL PROJECTS FUNDS

2011 Series A Tax Allocation Bonds Fund (517)

4753 (EXP)	Contribution to City CIP	5,237,000	0	(5,237,000)
		5,237,000	0	(5,237,000)
	Fund Total	5,237,000	0	(5,237,000)

Payment to the County of Orange for excess cash not pledged for enforceable obligations. An obligation was triggered due to a payment from the Brea-Olinda Unified School District toward the Agency Loan.

PROJECT AREA AB

CAPITAL PROJECTS FUNDS

Redevelopment - Permanent Fund (511)

4441 (EXP)	Payment to County	0	207,600	207,600
		0	207,600	207,600
	Fund Total	0	207,600	207,600

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending September 30, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of September 2018. Funds received by the Successor Agency are typically spent within three to six 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 September 30, 2018, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$1,133,625.81 in comparison to \$1,131,712.03 at August 31, 2018. 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 September 30, 2018, the market value of these funds, including short-term cash and accrued interest was \$176,373.10 as compared to \$1,509,223.51 as of August 31, 2018.

COMMISSION/COMMITTEE RECOMMENDATION

On October 22, 2018, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of September, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$1,913.78 due to changes in market value. The total value of the restricted cash and investments decreased by \$1,332,850.41 primarily due to debt service payment for the 2016 Tax Allocation Bond.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
September 30, 2018

			Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts				
	Citizen's Bank		\$ 1,009,575.25	\$ 1,009,575.25
Local Agency Investment Fund				
	LAIF		\$ 1,127,939.66	\$ 1,133,625.81
<u>Fiscal Agent Cash & Investments</u>				
2003	Tax Allocation Bonds	Chandler/BNY	\$ 899.13	\$ 899.13
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 23,191.00	\$ 23,191.00
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 66,632.83	\$ 66,632.83
2013	Tax Allocation Bonds	Chandler/BNY	\$ 62,553.95	\$ 62,553.95
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 11,149.99	\$ 11,149.99
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 11,946.20	\$ 11,946.20
Sub-total - Fiscal Agent Cash & Investments			\$ 176,373.10	\$ 176,373.10
Grand Total			\$ 2,313,888.01	\$ 2,319,574.16

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency

Cash and Investment Information

September 30, 2018

Fiscal Agent Cash & Investments Detail	Cost Value	Market Value
2003 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 899.13	\$ 899.13
Sub-total	\$ 899.13	\$ 899.13
2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 23,191.00	\$ 23,191.00
Sub-total	\$ 23,191.00	\$ 23,191.00
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 66,632.83	\$ 66,632.83
Sub-total	\$ 66,632.83	\$ 66,632.83
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 62,553.95	\$ 62,553.95
Sub-total	\$ 62,553.95	\$ 62,553.95
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 11,149.99	\$ 11,149.99
Sub-total	\$ 11,149.99	\$ 11,149.99
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 11,946.20	\$ 11,946.20
Sub-total	\$ 11,946.20	\$ 11,946.20
Report Grand Total	\$ 176,373.10	\$ 176,373.10



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.09%
Average Purchase YTM	2.09%
Average Market YTM	2.09%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 8/31/18	End Values as of 9/30/18
Market Value	1,127,940	1,127,940
Accrued Interest	3,772	5,686
Total Market Value	1,131,712	1,133,626
Income Earned	1,915	1,914
Cont/WD		0
Par	1,127,940	1,127,940
Book Value	1,127,940	1,127,940
Cost Value	1,127,940	1,127,940

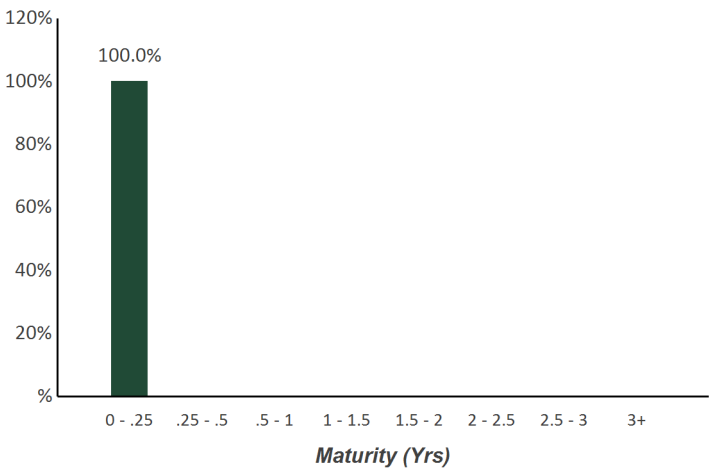
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report
As of September 30, 2018



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	1,127,939.66	Various 2.09%	1,127,939.66 1,127,939.66	1.00 2.09%	1,127,939.66 5,686.15	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		1,127,939.66	2.09%	1,127,939.66 1,127,939.66	2.09%	1,127,939.66 5,686.15	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		1,127,939.66	2.09%	1,127,939.66 1,127,939.66	2.09%	1,127,939.66 5,686.15	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,133,625.81			

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 11/06/2018

SUBJECT: October 26, 2018 Successor Agency Check Register - Receive and file.

Attachments

10-26-18 Successor Agency Check Register

Successor Agency Check Register for: Oct 26, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2644	BANDERA ESTATES	10/26/2018	3121	511626224	SENIOR SUBSIDY NOV18	\$1,016.00
BANDERA ESTATES					Total Check Amount:	\$1,016.00
2645	BREA WOODS SENIOR APARTMENTS	10/26/2018	1955	511626224	SENIOR SUBSIDY NOV18	\$254.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$254.00
2646	BROOKDALE - BREA	10/26/2018	4623	511626224	SENIOR SUBSIDY NOV18	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2647	CITY OF BREA	10/26/2018	1003	511	REIMB COSTS SEP18	\$5,211.99
CITY OF BREA					Total Check Amount:	\$5,211.99
2648	HERITAGE PLAZA APARTMENTS	10/26/2018	1917	511626224	SENIOR SUBSIDY NOV18	\$1,016.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$1,016.00
2649	HOLLYDALE MOBILE ESTATES	10/26/2018	4250	511626224	SENIOR SUBSIDY NOV18	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2650	HOLLYDALE MOBILE ESTATES	10/26/2018	4577	511626224	SENIOR SUBSIDY NOV18	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2651	LAKE PARK BREA	10/26/2018	2433	511626224	SENIOR SUBSIDY NOV18	\$2,286.00
LAKE PARK BREA					Total Check Amount:	\$2,286.00
2652	ORANGE VILLA SENIOR APARTMENTS	10/26/2018	2132	511626224	SENIOR SUBSIDY NOV18	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2653	VINTAGE CANYON SENIOR APARTMENTS	10/26/2018	4081	511626224	SENIOR SUBSIDY NOV18	\$1,016.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,016.00

Overall - Total \$11,815.99