



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, December 4, 2018

5:45 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

Glenn Parker, Mayor

Christine Marick, Mayor Pro Tem

Cecilia Hupp, Council Member

Marty Simonoff, Council Member

Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

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

Special Accommodations

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

Important Notice

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

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

- 2. Conference with City's Labor Negotiator Pursuant to Government Code 54957.6 Regarding the Brea Fire Association (BFA) - Mario E. Maldonado, Negotiator**
- 3. Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 and the Brea City Employees' Association (BCEA) - Mario E. Maldonado, Negotiator**
- 4. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Management Association (Non-Safety) - Cindy Russell, Negotiator**
- 5. Conference with Real Property Negotiator Pursuant to Government Code §54956.8**
City of Brea Negotiators: William Gallardo, City Manager
Under Negotiation: Price and terms of payment for representing water rights for Cal Domestic Common Stock made available through City of La Habra annexation of adjacent Orange County Islands.

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

CALL TO ORDER / ROLL CALL - COUNCIL

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

DISCUSSION ITEM

- 8. Overview of Reclaimed Water Feasibility Study**

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: Kirk Randolph, Southlands Church
12. Report - Prior Study Session
13. Community Announcements
14. Matters from the Audience
15. Response to Public Inquiries - Mayor / City Manager

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

16. Brea Disposal (Republic) Contract - Review and provide direction.
17. Street Sweeping Contract Options - Receive report and provide direction.

Attachments

Attachment 1
Attachment 2
Attachment 3
Attachment 4
Attachment 5

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

CITY COUNCIL - CONSENT

18. November 20, 2018 City Council Regular Meeting Minutes - Approve.

Attachments

Draft Minutes

19. **Upcoming City Council Topics January – June 2019** - Receive and file.

Attachments

Upcoming Topics January - June 2019

20. **Public Improvements for La Floresta Development Village Site** - 1) Accept Public Improvements and Authorize City Clerk to Release Improvement Bonds for Tracts 17150, 17153, 17157, 17158, 17159 and 17549; and 2) Adopt Resolution No. 2018-060 to Accept Irrevocable Offers to Dedicate Public Utilities, Sanitary Sewer, Water, Storm Drain and Emergency Vehicle Ingress and Egress Easements to City of Brea for Tract 17150; and 3) Approve Assignment and Novation of Subdivision Improvement Agreement and Accept Warranty Bonds for Tracts 17153, 17158, 17159 and 17549; and 4) Approve Grant of Easements and Encroachment Agreement for Tract 17150.

Attachments

Exhibit 'A' - Site Location

Exhibit 'B' - Tract Map 17150

Exhibit 'C' - Subsequent Tract Maps

Exhibit 'D' - Summary Table

Resolution No. 2018-060

Assignment and Novation of SIA

Warranty Bonds

Grant of Easement and Encroachment Agreement

21. **Consideration and Adoption of Resolutions Authorizing Application for Funds from the Bicycle Corridor Improvement Program for Western Extension to The Tracks at Brea Trail (7946)**- Adopt Resolution No. 2018-061 and 2018-062 authorizing application for funds from the Bicycle Corridor Improvement Program for Western Extension to The Tracks at Brea Trail.

Attachments

Resolution - ROW

Resolution - CON

22. **Amendment No.2 to Professional Services Agreement with Parsons Transportation Group, Inc. for Design and Construction Support Services for the SR-57 & Lambert Road Interchange Improvements, CIP 7251** - Approve Amendment No. 2 to Agreement in the amount not-to-exceed \$507,920 which includes the soundwall redesign (\$207,920) and construction support (\$300,000). Funding for this amendment is from Measure M and Traffic Impact Fees.

Attachments

Parsons November 26, 2018 Letter

Amendment No.2

23. **Resolution Concerning Measure M2 Expenditure Report** - Adopt Resolution No. 2018-063, a Resolution of the City Council of the City of Brea concerning the Measure M2 Expenditure Report for the City of Brea. There is no fiscal impact to the General Fund.

Attachments

M2 Report
Resolution

24. **Execute Cooperative Agreement for the Administration of the Orange County Taxi Administration Program and Adopt Resolution to Revise Program Regulations-** 1) Authorize City Manager to execute Cooperative Agreement No. C-8-2015 with Orange County Transportation Authority for the administration of the Orange County Taxi Administration Program, effective January 1, 2019 through December 31, 2020; and 2) Approve Resolution No. 2018-064 to adopt new Orange County Taxi Administration Program regulations into City Municipal Code. There is an annual cost to the General Fund of approximately \$3,100 to administer this program and funding has been budgeted.

Attachments

A. Estimated Cost Sharing for OCTAP Member Agencies
B. OCTAP Cash Flow
C. OCTAP Cooperative Agreement No. C-8-2015
D. Resolution

25. **Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2018** - Receive and file. There is no fiscal impact to the General Fund.

Attachments

Attachment A

26. **Annual Development Impact Fee Report for the Fiscal Year Ended June 30, 2018** - Receive and file. There is no fiscal impact to the General Fund.

Attachments

Impact Fee Report

27. **Legislative Platform for the 2019 Legislative Session** - Adopt the City of Brea Legislative Platform for the 2019 legislative session. There is no fiscal impact to the General Fund.

Attachments

2019 Legislative Platform

28. **Approval of a Memorandum of Understanding between the City of Brea and the Brea Police Management Association (BPMA)** - Adopt Resolution No. 2018-065 approving the Memorandum Of Understanding (MOU) with the Brea Police Management Association (BPMA). There is no fiscal impact to the City with approval of this MOU.

Attachments

Resolution BPMA MOU FY 2018-2019

BPMA MOU FY 2018 - 2019

29. **Resolution Establishing the 2018 City of Brea Master Employee Salary Schedule to Comply with CalPERS Regulations** - Adopt Resolution No. 2018-066 establishing the 2018 City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions in order to comply with CalPERS Regulations. There is no fiscal impact to the City with adoption of this resolution.

Attachments

Resolution

Brea Master Salary Schedule 2018

30. **October Outgoing Payment Log and November 9, 16, 23 & 30, 2018 City Check Registers** - Receive and file.

Attachments

Outgoing Payment Log

11-09-18 City Check Register

11-16-18 City Check Register

11-23-18 City Check Register

11-30-18 City Check Register

CITY/ SUCCESSOR AGENCY - CONSENT

31. **November 30, 2018 Successor Agency Check Register** - Receive and file.

Attachments

11-30-18 SA Check Register

ADMINISTRATIVE ANNOUNCEMENTS

32. **City Manager**

33. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: Brea Disposal (Republic) Contract

RECOMMENDATION

Review and provide direction.

BACKGROUND/DISCUSSION

In 1989, the City first executed a contract with Taormina Industries (Taormina) (d.b.a. Brea Disposal) to grant an exclusive franchise for the collection, transportation, recycling, composting, and disposal of solid waste, recyclable, and compostable materials. The contract has been amended several times over the years. This includes a 1996 amendment that memorialized the City's consent for Republic Services, Inc. (Republic) to purchase Taormina. The current contract is a September 3, 2002 restated and amended agreement. Although the contact is with Taormina, discussions regarding the contract commonly refer to Republic due to its status as the parent company.

Paragraph (A) of Section 5 of the Republic contract addresses the duration of the agreement. Essentially, this provision specifies a 20-year term that is automatically extended by 1-year each January 1st unless either party has issued a non-extension notice before July 1st. The following is the exact language from the agreement:

“SECTION 5. TERM OF AGREEMENT.

A. The term of this Agreement shall be for a period of twenty (20) years commencing August 1, 1996 through and including December 31, 2016. On January 1 of each year beginning with the year 1997, the term of this Agreement shall be automatically extended one (1) additional year unless either party has determined not to grant such an extension for any reason, in either party's sole discretion, and has notified the other party in writing of such determination prior to July 1 of a given year at which time the Agreement shall remain in effect for the remainder of the then unexpired term.”

Separate from this “evergreen” provision, state law authorizes local agencies to terminate a franchise with a solid waste enterprise in order to award an exclusive franchise to a new firm. This statute, Public Resources Code Section 49520, gives an incumbent solid waste enterprise certain “continuation rights.” In relevant part, if a solid waste enterprise has lawfully provided solid waste handling services pursuant to an exclusive franchise for more than the three previous years, then that firm is entitled to continue providing such services for the lesser of the following: (i) the unexpired franchise term; or (ii) five years after the local agency mails notice that it is awarding an exclusive franchise to a new firm. The City Attorney's office believes the

City Council can invoke this statute to terminate the Republic contract after five years and award an exclusive franchise to a new firm. It must be noted, however, that Republic disputes this position and contends that the statute does not apply to this situation.

For some time, the City Council has publicly expressed concern regarding the term of the Republic contract and the overall cost/benefit to the City. As a result, in late 2017, the City Council directed staff to review the contract and “modernize” provisions that may need to be updated or are missing, and to look for opportunities to streamline processes that would result in savings to the City. Also, in early 2018, the City Council approved a contract with HF&H Consultants, Inc. (HF&H) to allow staff to obtain as-needed support services for this effort. Republic agreed to work with staff on this possible contract amendment. However, the contract amendment work has been delayed given the high priority focus on the organics recycling program mandated by AB 1826 (2014). That program has been delayed too, in part due to the City Council's continued concerns with the overall contract. Thus, staff recommends that the City Council provide direction on the term of the Republic contract.

There are many arguable pros and cons to continuing moving forward with an “evergreen” contract. The most traditional argument in favor of a long term contract is that capital costs for refuse operations are distributed over a longer period of time, resulting in lower overall rates to the customers and better equipment. The most traditional argument against is that there is no competition or incentive to keep rates low and continue providing the best customer service.

For information, without performing our own recent rate comparison, HF&H has provided staff with rate comparisons from a survey the firm prepared in 2016 for Orange County cities.

- For Residential Service Rates, Brea was in the upper third at \$19.94 per month. The low was \$9.20 and the high was \$23.51 (30 to 100 gallon carts used in survey)
- For Commercial Service Rates, Brea was in the upper third at \$140.50 per month. The low was \$52.08 and the high was \$171.94 (3 yard bin collected 1x/week)

Our contractor, Laith Ezzet from HF&H, is considered an industry expert in the field of refuse management in California and will be present at the meeting to provide an industry perspective should City Council request it. Republic representatives will also be in attendance to provide responses from their perspective if called upon.

Potential City Council Actions

1. No action
2. Authorize City Manager to issue a termination notice (contract will remain in effect for five years)
3. Authorize City Manager to issue a non-extension notice (contract will remain in effect for 20 years)
4. Other

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with this action. If a termination notice is issued, then there may be litigation with Republic and associated legal expenses.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tony Olmos, Public Works Director

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: Street Sweeping Contract Options

RECOMMENDATION

Receive report and provide direction.

BACKGROUND/DISCUSSION

The City of Brea has been sweeping City streets for over 50 years. The streets are swept once per week by in-house staff. In early 2016, City Council directed staff to explore the possibility of contracting out these services and compare contract costs to in-house costs and assess if long term ongoing savings could be achieved.

The current street sweeping program includes two full-time Street Sweeping Operators and are backed-up by Public Works Streets Division staff. The program also includes 3 street sweeping machines (two - 7 year old & one backup - 17 year old). The oldest machine is in need of replacement and was included in a previously approved budget. The City currently collects approximately \$281,000 in annual street sweeping fees. Since the current cost of the street sweeping program exceeds the revenues, the City currently subsidizes the difference in actual cost of the street sweeping program.

Since early 2016, staff has presented four updates to City Council either at Study Session or General Session. In summary, the following are key talking points and actions from those prior discussions:

- In early May 2016, staff issued a Request-for-Proposal (RFP) to solicit proposals from qualified firms to perform street sweeping services.
- In late May 2016, City received proposals from Nationwide Environmental Services (NES); Athens; CleanStreet; and RF Dickson. Per the RFP, the bid proposals included costs to sweep once per week, twice per month, and sweeping on alternate sides (once per week & twice per month). The bid results were as follows with the low bid for each item shown in **bold**:

Item	NES	Athens	CleanStreet	Dickson
Weekly Sweeps	\$293,000	\$347,490	\$365,092	\$484,440
Sweep Twice Per Month	\$240,000	\$201,690	\$227,479	\$245,977
Sweep Alternate Sides (Weekly)	\$758,160	\$479,115	\$379,080	\$726,570
Sweep Alternate Sides (Twice/Mo)	\$349,920	\$269,730	\$232,794	\$368,096

- Discussed bids received, compared the costs of street sweeping between the low-bidder and in-house staff, presented options as to how incumbent street sweeping staff could be reassigned to other duties, and discussed the need for a back-up street sweeping machine.
- Concluded that contracting for street sweeping would not offer any immediate savings since incumbent street sweeping staff would continue their employment with the City and would be reassigned within the department. However, through attrition of the street sweeping or similar positions in the future, the contracting option for weekly sweeps with NES was expected to save up to **\$50,800** per year.
- Vacant position became available in Street Division allowing for potential transfer of incumbent Street Sweeping Operator, thereby allowing for immediate savings.
- Discussed potential opportunity to jointly bid street sweeping services along with neighboring cities of Placentia and Fullerton. City Council directed staff to proceed with issuance of a joint RFP.

Joint RFP Results

The Joint RFP was issued in May 2018. Participating cities included Brea, Fullerton and Placentia. Two bids were received from CleanStreet and Dickson and also included costs to sweep once per week, twice per month, and sweeping on alternate sides (once per week & twice per month). Both Fullerton and Placentia are analyzing the results of the bids for their respective cities. Fullerton currently performs street sweeping in-house and sweeps weekly while Placentia currently uses a contractor and sweeps twice per month. The bid results for Brea were as follows with the low bid for each item shown in **bold**:

Item	CleanStreet	Dickson
Weekly Sweeps	\$371,767	\$387,787
Sweep Twice Per Month	\$231,160	\$176,030
Sweep Alternate Sides (Weekly)	\$433,225	\$631,904
Sweep Alternate Sides (Twice/Mo)	\$251,472	\$305,828

It's important to note that all bids for weekly sweeps from the joint RFP significantly exceeded the bid from NES from the original bid in 2016.

Cost Comparisons

As previously done for the original RFP, staff analyzed the cost difference between in-house and contract street sweeping services for a number of scenarios. These scenarios include sweeping

weekly, twice per month, alternate sides for both weekly and twice per month. For the scenarios of sweeping twice per month, a reduction in revenue over expenditures due to less street sweeping enforcement was factored in. Please see table below summarizing the cost comparisons. The back-up to these calculations are included in Attachments 1-4.

The following table highlights the cost comparison between the current in-house street sweeping budget of \$389,937 and the low bid contract services (plus other internal costs) for each scenario:

Cost Comparison – Existing Budget to Contractor:

Item	Existing Budget	Contractor	Enforcement (Difference)	Savings
Weekly Sweeps	\$389,937	\$385,124 (CleanStreet)	\$0	\$4,813
Sweep Twice Per Month *	\$389,937	\$189,387 (Dickson)	(\$37,791)	\$162,759
Sweep Alternate Sides (Weekly) **	\$389,937	\$446,582 (CleanStreet)	\$0	(\$56,645)
Sweep Alternate Sides (Twice/Mo) **	\$389,937	\$264,829 (CleanStreet)	(\$37,791)	\$87,317

* Switching to sweeping twice per month would require change out of signs at an approximate one-time cost of \$8,000.

** Switching to sweeping on alternate sides (twice per month) would require adding approximately 16,000 signs at an approximate one-time cost of \$480,000.

The following table highlights the cost comparison between the current in-house street sweeping budget of \$389,937 and the proposed cost if City staff continued sweeping under the various scenarios:

Cost Comparison – Existing Budget to Proposed Sweeping by City Staff:

Item	Existing Budget	City Staff	Enforcement (Difference)	Savings
Weekly Sweeps	\$389,937	\$389,937	\$0	\$0
Sweep Twice Per Month *	\$389,937	\$243,876	(\$37,791)	\$108,271
Sweep Alternate Sides (Weekly) **	\$389,937	\$516,037	\$0	(\$126,100)
Sweep Alternate Sides (Twice/Mo) **	\$389,937	\$377,876	(\$37,791)	(\$25,730)

* Switching to sweeping twice per month would require change out of signs at an approximate one-time cost of \$8,000.

** Switching to sweeping on alternate sides (twice per month) would require adding approximately 16,000 signs at an approximate one-time cost of \$480,000.

Alternate Sides Sweeping

Under ideal conditions, sweeping the streets on alternate sides would solve issues regarding parking and enforcement since residents could park their cars on the opposite sides of the street during sweeping. This ideal condition would need to include a square/rectangular street grid with little to no cul-de-sacs. Unfortunately in Brea, the opposite seems to be true. Most residential development includes streets with curved alignments and a high number of cul-de-sacs. Sweeping on alternate sides of the street under these conditions is not an efficient model and requires more resources. In particular, cul-de-sacs require the sweeper to travel along the entire cul-de-sac on two separate days in order to sweep both sides.

In addition, switching to alternate street sweeping would require extensive signing. Aside from the potential visual impacts, staff estimates that approximately 16,000 new signs would be needed since every street would need to be signed. Cost of signage is estimated at about \$480,000 (\$30/sign).

Finally, staff has identified a neighborhood in Brea that will be considered for alternate side sweeping. The neighborhood is Canyon Country located north of State College Boulevard and east of Brea Boulevard. Many of the residential driveways within the neighborhood are short and make it challenging for sweeping since cars overhang onto the street.

Current Staffing Situation

In September 2018, a full-time Maintenance Service Worker position became vacant due to a resignation. The position has been held vacant since pending a decision on this item. In June 2018, one of the Street Sweeping Operators retired and the position has been held vacant pending a decision on this item as well. In the meantime, a Maintenance Service Worker from the Streets Division has been temporarily assigned Interim Street Sweeping Operator duties. Although the Public Works Department has been doing its best to continue maintenance operations at the same service levels, this temporary condition is not sustainable.

Should the City Council decide to contract street sweeping services, the incumbent Street Sweeping Operator would be moved into the vacant Maintenance Service Worker position and the Interim Street Sweeping Operator would revert back to his normal duties.

Should the City Council decide to keep the street sweeping services in-house (at a weekly interval), staff would proceed with the purchase of a new street sweeping machine and would look to fill the second Street Sweeping Operator position. Public Works would also look to fill the vacant Maintenance Service Worker position to restore staffing and maintenance levels.

Other Cities

Staff recently contacted other Northern Orange County cities to find out how many contact their services and the frequency of their street sweeping. Attachment 5 shows the results of the survey. Of the thirteen cities surveyed (other than Brea), eight currently contract their street sweeping, ten sweep weekly and three sweep twice per month (bi-weekly).

City Council Possible Actions

1. Direct staff to keep street sweeping operations in-house at current weekly sweep frequency or switch to twice per month.
2. Direct staff to negotiate with low bid contractor from original bid for weekly sweeps and bring back a contract for approval.
3. Direct staff to work with Fullerton and/or Placentia on a cooperative agreement and final contract with a specific street sweeping contractor and bring back both to City Council for approval (based on selected sweeping frequency).

Public Outreach and Timing

Based on selected option, City staff will work with our Communications & Marketing team to implement an outreach plan. The outreach plan would identify any proposed changes to the street sweeping program. If there are any changes to signage, the outreach would also provide for an enforcement grace period to allow for residents to adjust to the changes.

FISCAL IMPACT/SUMMARY

Per City Council direction, the City of Brea is considering the possibility of contracting out street sweeping services. The fiscal impact is dependent on City Council direction and selection of contracting options as noted in the staff report.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

Attachments

Attachment 1
Attachment 2
Attachment 3
Attachment 4
Attachment 5

ATTACHMENT 1

Cost Comparison

(Weekly and 2X/Month)

Contractor Option

November 9, 2018

<u>Sweep 1X Per Week - Contractor</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Contract Work (CleanStreet)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$371,767	(\$16,931)
Other Staff Costs	\$29,101	\$13,357	\$15,744
Other Costs (i.e. weed control, chemicals, uniforms)	\$6,000	\$0	\$6,000
Total:	\$389,937	\$385,124	\$4,813
		TOTAL SAVINGS:	\$4,813
<u>Sweep 2X Per Month - Contractor</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Contract Work (Dickson)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$176,030	\$178,806
Other Staff Costs	\$29,101	\$13,357	\$15,744
Other Costs (i.e. weed control, chemicals, uniforms)	\$6,000	\$0	\$6,000
Total:	\$389,937	\$189,387	\$200,550
Note: There is a one-time cost of approximately \$8,000 to replace the street sweeping signs.			
Budget Impact Due to Loss in Enforcement Revenue			
<u>Description</u>	<u>In-House (Weekly)</u>	<u>Sweep 2X per Month</u>	<u>Difference</u>
Enforcement Revenue (3 year average)	\$176,000	\$88,000	\$88,000
<u>Enforcement Staffing & Vehicles</u>	<u>Existing Adopted Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
Parking Control Officer	\$43,102	\$43,102	\$0
Parking Control Officer (Eliminate)	\$43,102	\$0	\$43,102
2 Vehicles (O&M + Replacement)	\$14,215	\$7,108	\$7,108
	\$100,419	\$50,210	\$50,210
Total Loss in Revenues over Expenditures			\$37,791
TOTAL SAVINGS (difference in sweeping cost - loss in revenue/expenditures):			\$162,759

ATTACHMENT 2

Cost Comparison (Sweep Alt Sides)

Contractor Option

November 9, 2018

<u>Sweep Alt Sides 1X Per Week - Contractor</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Contract Work (CleanStreet)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$433,225	(\$78,389)
Other Staff Costs	\$29,101	\$13,357	\$15,744
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$0</u>	<u>\$6,000</u>
Total:	\$389,937	\$446,582	-\$56,645
	TOTAL SAVINGS:		(\$56,645)
*Note: This requires placement/replacement of approx. 16,000 signs at cost of approx. \$480,000.			
<u>Sweep Alt Sides 2X Per Month - Contractor</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Contract Work (CleanStreet)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$251,472	\$103,364
Other Staff Costs	\$29,101	\$13,357	\$15,744
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$0</u>	<u>\$6,000</u>
Total:	\$389,937	\$264,829	\$125,108
*Note: This requires placement/replacement of approx. 16,000 signs at cost of approx. \$480,000.			
Budget Impact Due to Loss in Enforcement Revenue			
<u>Description</u>	<u>In-House</u>	<u>Sweep 2X per</u>	<u>Difference</u>
Enforcement Revenue (3 year average)	\$176,000	\$88,000	\$88,000
<u>Enforcement Staffing & Vehicles</u>	<u>Existing Adopted</u>	<u>Proposed Budget</u>	<u>Difference</u>
Parking Control Officer	\$43,102	\$43,102	\$0
Parking Control Officer (Eliminate)	\$43,102	\$0	\$43,102
2 Vehicles (O&M + Replacement)	<u>\$14,215</u>	<u>\$7,108</u>	<u>\$7,108</u>
	\$100,419	\$50,210	\$50,210
Total Loss in Revenues over Expenditures			\$37,791
TOTAL SAVINGS (difference in sweeping cost - loss in revenue/expenditures):			\$87,317

ATTACHMENT 3
Street Sweeping Costs
(Weekly and 2X / Month)

<u>Sweep 1X Per Week - City</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Proposed (In-House)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$354,836	\$0
Other Staff Costs	\$29,101	\$29,101	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$0</u>
Total:	\$389,937	\$389,937	\$0
	TOTAL SAVINGS:		\$0
<u>Sweep 2X Per Month - City</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Proposed (In-House)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$208,775	\$146,061
Other Staff Costs	\$29,101	\$29,101	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$0</u>
Total:	\$389,937	\$243,876	\$146,061
Note: This would require 1 operator, 1 sweeper and 1 backup. There is a one-time cost of approximately \$8,000 to replace the street sweeping signs.			
Budget Impact Due to Loss in Enforcement Revenue			
<u>Description</u>	<u>In-House (Weekly)</u>	<u>Sweep 2X per Month</u>	<u>Difference</u>
Enforcement Revenue (3 year average)	\$176,000	\$88,000	\$88,000
<u>Enforcement Staffing & Vehicles</u>	<u>Existing Adopted Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
Parking Control Officer	\$43,102	\$43,102	\$0
Parking Control Officer (Eliminate)	\$43,102	\$0	\$43,102
2 Vehicles (O&M + Replacement)	<u>\$14,215</u>	<u>\$7,108</u>	<u>\$7,108</u>
	\$100,419	\$50,210	\$50,210
Total Loss in Revenues over Expenditures			\$37,791
TOTAL SAVINGS (difference in sweeping cost - loss in revenue/expenditures):			\$108,271

ATTACHMENT 4

Street Sweeping Costs (Sweep Alt Sides 2X/Month)

City Option

November 9, 2018

<u>Sweep Alt Sides 1X Per Week - City</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Proposed (In-House)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$480,936	(\$126,100)
Other Staff Costs	\$29,101	\$29,101	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$0</u>
Total:	\$389,937	\$516,037	-\$126,100
		TOTAL SAVINGS:	(\$126,100)
*Note: This would require 3 operators, 3 sweepers (2 new) and 1 backup. Also, this requires replacemet of approx.16,000 signs at cost of approx. \$480,000. Each new sweeper is approximately \$300,000 and only one is currently budgeted.			
<u>Sweep Alt Sides 2X Per Month - City</u>			
<u>Description</u>	<u>Existing Budget</u>	<u>Proposed (In-House)</u>	<u>Difference</u>
Sweeping Staff + Vehicles (O&M + Replacement)	\$354,836	\$342,775	\$12,061
Other Staff Costs	\$29,101	\$29,101	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$0</u>
Total:	\$389,937	\$377,876	\$12,061
*Note: This would require 2 operators, 2 sweepers (1 new) and 1 backup. Also, this requires placement/replacement of approx.16,000 signs at cost of approx. \$480,000. Would need to purchase 1 new sweeper at a cost of approximately \$300,000.			
Budget Impact Due to Loss in Enforcement Revenue			
<u>Description</u>	<u>In-House (Weekly)</u>	<u>Sweep 2X per Month</u>	<u>Difference</u>
Enforcement Revenue (3 year average)	\$176,000	\$88,000	\$88,000
<u>Enforcement Staffing & Vehicles</u>	<u>Existing Adopted Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
Parking Control Officer	\$43,102	\$43,102	\$0
Parking Control Officer (Eliminate)	\$43,102	\$0	\$43,102
2 Vehicles (O&M + Replacement)	<u>\$14,215</u>	<u>\$7,108</u>	<u>\$7,108</u>
	\$100,419	\$50,210	\$50,210
Total Loss in Revenues over Expenditures			\$37,791
TOTAL SAVINGS (difference in sweeping cost - loss in revenue/expenditures):			(\$25,730)

ATTACHMENT 5

November 9, 2018

Street Sweeping Survey

North OC Cities

City	In-House	Contractor	Weekly	Bi-Weekly	Notes
Brea	X		X		
Yorba Linda		X		X	Arterials every week. Under hauler.
Fullerton	X		X		
Placentia		X		X	Arterials every week. Under hauler.
La Habra		X	X		Some alternate side sweeps
Orange		X	X		
Tustin	X		X		
Anaheim	X		X		
Buena Park		X	X		Under hauler
La Palma		X	X		Under hauler
Cypress	X		X		
Garden Grove		X	X		
Fountain Valley		X		X	Sweep some areas weekly. Ponding.
Santa Ana	X		X		

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: November 20, 2018 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES November 20, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Closed Session to order at 6:00 p.m., noting Mayor Pro Tem Marick absent.

Present: Parker, Hupp, Simonoff, Vargas

Absent: Marick

1. **Public Comment**
None.

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

2. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6
Regarding the Brea Management Association (Non-Safety)** - Cindy Russell, Negotiator
3. **Conference with Real Property Negotiator Pursuant to Government Code §54956.8**
Property: 1 Civic Center Circle, Ambassador Church Administration Office – 1st Floor
City of Brea Negotiators: David Crabtree
Negotiating Party: Ambassador Church
Under Negotiation: Price and Terms of Payment
4. **Conference with Legal Counsel Pursuant to Government Code §54956.9(d)(2)** - Dan Gibson v. City of Brea WCAB ADJ11022435 - Mario E. Maldonado, City Negotiator

Mayor Parker adjourned the Closed Session at 6:50 p.m.

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Study Session to order at 6:51 p.m., noting Mayor Pro Tem Marick absent.

5. Public Comment

None.

6. Clarify Regular Meeting Topics

Councilmember Hupp inquired on a line item appearing on the October 2018 Outgoing Payment Log on 10/29/2018 to vendor "CalPers" for "Solar lease payment" in the amount of \$199,043.49.

Councilmember Vargas inquired as to workers compensation payments made. He also inquired as to the difference between hourly rates in the City Attorney contract for the City and the Successor Agency. The retainer for the Successor Agency was also discussed.

DISCUSSION ITEM

7. Legislative Platform for the 2019 Legislative Session

Councilmember Simonoff requested the line item regarding prevailing wage be prioritized.

Councilmember Hupp requested stronger language regarding mental health services and funding for the homeless.

Councilmember Vargas requested stronger language for workers compensation.

Human Resources Manager Maldonado noted that there are considerations already incorporated for added insurance that the City will get their fair share of funding from SB1 for transportation projects. He also highlighted another item on the list related to maintaining local control for marijuana uses.

Mayor Parker spoke about regarding the need for a CalPers program formula to be able to better predict future retirement expenses.

REPORT

8. Council Member Report

None.

Mayor Parker adjourned the Study Session at 6:59 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 7:06 p.m., noting Mayor Pro Tem Marick absent.

9. Pledge of Allegiance:

Girl Scout Troop 921 led the Pledge of Allegiance.

10. Invocation:

David Tebay, Calvary Community Church, delivered the invocation.

11. Commendation:

Mayor Parker, on behalf of the entire City Council, presented Andrew Kim, Spoonful Corporation with a Commendation recognizing his donation to the Senior Center.

12. Report - Prior Study Session

City Manager Gallardo provided the Study Session report.

13. Community Announcements

Councilmember Simonoff invited the community to spend the holiday season in Brea with many holiday activities happening around town during this time of year. He announced the annual Tree Lighting Celebration on Thursday, December 6 at 6:30 p.m. at the Brea Civic & Cultural Center. For more information about holiday events in Brea, visit CityofBrea.net.

Councilmember Hupp announced that Charles Phoenix will bring his festive "Retro Holiday Slideshow" back to the Curtis Theatre November 23-25. She noted following Charles Phoenix is "Christmas with the Alley Cats" December 15-16. Serving up the perfect blend of 1950's & 60's hits! Visit CurtisTheatre.com for tickets.

Mayor Parker encouraged the community to register for the Brea Police Department's 18th Citizen Academy. The Citizen Academy is a 10-week informational series designed to give citizens an in-depth look at the daily operations of the Brea Police Department. He noted that the program will meet every Wednesday from 6:00 – 9:00 p.m. and begins on January 9. For more details, contact Detective Shawn Neel at 714-990-7637.

Councilmember Vargas announced that tickets for the Brea Youth Theatre's production of Seussical go on sale to the public on December 11. He noted that the show is produced in partnership with Stagelight Productions and takes you into the world of Dr. Seuss. For tickets, visit CurtisTheatre.com or call (714)-990-7722.

14. Matters from the Audience

Lee Squire thanked the City Council for the Veterans Day Event.

Emily France, SoCalGas Public Affairs Manager, spoke about alternative fuel sources.

Daniel Luevanos, City Ambassador, One Legacy/Donate Life, spoke about organ and tissue donation.

Dwight Manley congratulated the newly elected Councilmembers, spoke regarding the Southern California Edison rate structure; announced the opening of CVS Pharmacy and the Downtown Brea Holiday Car Show; requested the Republic Services contract be brought to Council, and spoke about the stock market.

Kieth Fullington spoke about fire season, dry brush in the City, motorcycle noise in the City and requested the City host more special events each year.

15. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo responded to public inquiries.

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. November 6, 2018 City Council Regular Meeting Minutes

The City Council approved the November 6, 2018 City Council Regular Meeting Minutes.

17. Amend 'Appendix D' of the City and School District Joint Use of Facilities and Equipment Agreement (General Master Agreement) Relating to Specific Oversight and Responsibilities for the Lagos de Moreno Park/Laurel Elementary Magnet School Playground

The City Council approved the amended 'Appendix D' to the City and School District Joint Use of Facilities and Equipment Agreement Lagos de Moreno Park/Laurel Elementary Magnet School Playground.

18. **Final Parcel Map No. 2017-177 for 100 and 120 S. State College Boulevard**
The City Council accepted Final Parcel Map No. 2017-177 for 100 and 120 South State College Boulevard.
19. **Amendment to Agreement for Professional Legal Services for the City of Brea**
The City Council approved Amendment No. 7 to Amended and Restated Agreement for Professional Legal Services between the City of Brea and Richards, Watson & Gershon, Inc.
20. **Outgoing Payment Log and November 9 and 16, 2018 City Check Registers**
This item was continued to the Council meeting of December 4, 2018.

to approve City Council Consent items 16 - 19, noting the continuance of item 20.

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

Other: Mayor Pro Tem Marick (ABSENT)

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

21. **Amendment to Legal Services Agreement for the Successor Agency to the Brea Redevelopment Agency**
The City Council, as the Successor Agency, approved Amendment No. 5 to Amended and Restated Agreement for Legal Services between the Successor Agency to the Brea Redevelopment Agency and Richards, Watson & Gershon, Inc.

to approve City/Successor Agency Consent item no. 21.

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

Other: Mayor Pro Tem Marick (ABSENT)

Passed

ADMINISTRATIVE ANNOUNCEMENTS

22. **City Manager**
None.
23. **City Attorney**
None.

COUNCIL ANNOUNCEMENTS

Councilmember Simonoff wished everyone a happy and safe Thanksgiving holiday.

ADJOURNMENT

Mayor Parker adjourned the General Session at 7:36 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 4th day of December, 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: 12/04/2018
SUBJECT: Upcoming City Council Topics January – June 2019

RECOMMENDATION

Receive and File list of Upcoming Council Topics

BACKGROUND/DISCUSSION

Every six months, staff prepares an Upcoming Council Topics list for review by the City Council. The purpose of the list is to give the Council an early indication of the matters in the various City departments that staff will be placing on a future City Council agenda for policy direction.

The list of Upcoming Topics for January – June 2019 has been prepared and is transmitted for information and consideration. Staff is prepared to answer any questions that City Council may have on the items submitted.

FISCAL IMPACT/SUMMARY

No fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Melissa Davis, Management Analyst I

Attachments

Upcoming Topics January - June 2019

UPCOMING CITY COUNCIL TOPICS

January – June 2019

First Quarter (January – March 2019)

Community Services:

1. Create a timeline for a Community Services Master Plan (Parks, Recreation and Human Services and Cultural Arts)
2. Continue community outreach as it relates to current and future needs for the Tracks at Brea (i.e. safety, trail navigation, etc.)
3. Begin implementing findings from Park Assessment at various park facilities
4. Consider and implement the expansion of senior transportation (on-demand services)
5. Parks, Recreation and Human Services Commission to prioritize and develop recommendations for next 2-3 years of community priorities (Parks, Recreation & Human Services)
6. Begin Construction Phase for the Brea Senior Center Kitchen Improvement Project (CDBG)
7. Initiate negotiations with Union Pacific for purchase of easement for Western Expansion of Tracks at Brea
8. Create a timeline to update the Art in Public Places Policy Manual
9. Implement Skate Park improvements

Public Works:

10. Implement changes to street sweeping program
11. Complete transfer of Birch Hills Golf Course
12. Close-out Laurel Elementary Magnet School Playground/Lagos de Moreno Park construction contract
13. Continue discussion on Facility Condition Assessment report findings and discuss FARP budget needs based on the FARP Reserve Study
14. Adopt fees for Commercial Organic Recycling Program
15. Award of contract on Cliffwood Tract Waterline and Street Rehabilitation and Alleyway Pavement Rehabilitation Project
16. Present assessment options for Landscape and Lighting Maintenance District No.1
17. Substantial completion of construction for Brea Boulevard Utility Undergrounding Project
18. Finalize right-of-way acquisitions for 57/Lambert project

19. Begin construction on Arovista Slope Repair project
20. Approve agreements for as-needed Landscape Architecture services
21. Award of contract for Lambert Median Landscape Replacement project

Community Development

22. Conduct public hearing and any action regarding any proposed amendments to the General Plan and Zoning Ordinance regarding process for projects within the Brea Core Plan area
23. Consider scope and budget of Professional Services Agreement for Brea Core Plan, Phase II

Management Services

24. Consider professional service agreement with a consulting firm for state and federal legislative advocacy services (Agreement expires February 1, 2019)
25. Consider upgrades to the Audio/Visual system in Conference Center
26. Update on the discussions with the County regarding state permit for Olinda-Alpha Landfill
27. Potential update regarding possible cost-saving options for Animal Control Field Services with the County
28. Provide update regarding regional North SPA homelessness efforts

Administrative Services

29. Presentation of Comprehensive Annual Financial Report (CAFR) – Year Ended June 30, 2018
30. Mid-Year Budget Update Fiscal Year 2018-19
31. Consider Fiscal Year 2018-19 Budget – Second Quarter Adjustments
32. Consider purchase of City-wide phone and voicemail system
33. Consider contract for office copier leases
34. Consider purchase of street light poles
35. Consider Professional Service Agreement with Occupational Health Care Provider for pre-employment exams, occupational injuries, and other related services
36. Consider professional service agreement for labor relations firms
37. Consider MOU Successor Agreements for the following units:
 - a. Administrative and Professional Employees' Association (expired December 31, 2017)
 - b. Brea City Employees' Association (expired June 30, 2018)
 - c. Brea Management Association (expired June 30, 2018)
 - d. Brea Firefighters Association (expired March 31, 2018)
 - e. Brea Fire Management Association (expired March 31, 2018)
 - f. Brea Police Association (expired June 30, 2018)

- g. Brea Police Management Association (expired June 30, 2018)
- 38. Amend Executive Compensation Plan resolution to comply with CalPERS reporting requirements
- 39. Consider revisions to Part-Time Employment and Benefits Policy to comply with State regulations
- 40. Evaluate additional contributions to PARS Trust Account for unfunded pension liability

Second Quarter (April – June 2019)

Community Services:

- 1. Replace Cultural Arts reader boards at Birch/Randolph and Mall Ring Road
- 2. Provide a community update of our homeless outreach team efforts

Public Works

- 3. Prepare FY 19/20 Capital Improvement Program
- 4. Public Hearing for Lighting and Landscaping Maintenance Districts
- 5. Approve agreement with Union Pacific for purchase of easement for Western Extension of Tracks at Brea
- 6. Revise CCRs for Downtown BDOA to incorporate charging stations at Downtown parking structures
- 7. Approve cooperative agreement with Caltrans for installation of landscaping at 57/Lambert project
- 8. Begin construction of 57/Lambert project
- 9. Begin construction on Cliffwood Tract Waterline and Street Rehabilitation and Alleyway Pavement Rehabilitation Project
- 10. Complete design of various watermain replacement projects
- 11. Complete construction on Arovista Slope Repair project
- 12. Begin construction for Lambert Median Landscape Replacement project
- 13. Complete final design for Carbon Canyon booster pump station and enclosure

Community Development:

- 14. Review amendment to loan agreement with Acacia Apartments
- 15. Provide Council any updates regarding progress of Brea Core Plan and consideration for Phase II scope and budget – ongoing consideration within other Planning Division work programs and may not occur until new year
- 16. Provide Council a discussion of any projects seeking consideration to apply for Planned Community Zone processing

Fire Services

17. Consider renewal and update to Cooperative Agreement between Cities of Brea and Fullerton for Joint Fire Command Staffing services (Agreement expires June 30, 2019)

Police Services

18. Text to 911 (Capability for dispatch to receive 911 text messages in communication center)
19. Purchase and installation of Police Department's In-Car Video Camera System

Administrative Services

20. Consider Fiscal Year 2018-19 Budget – Third Quarter Adjustments
21. Review current Water Rates and financial condition of Water Fund
22. Consider and adopt Fiscal Year 2019-20 Budget
23. Consider contract to purchase City-wide copier paper
24. Consider contract motor fuel purchases
25. Consider contract for janitorial supply purchases
26. Consider professional service agreement with insurance broker to provide consulting services for employee benefit administration

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: Public Improvements for La Floresta Development Village Site

RECOMMENDATION

1. Accept Public Improvements and Authorize City Clerk to Release Improvement Bonds for Tracts 17150, 17153, 17157, 17158, 17159 and 17549.
2. Adopt Resolution to Accept Irrevocable Offers to Dedicate Public Utilities, Sanitary Sewer, Water, Storm Drain and Emergency Vehicle Ingress and Egress Easements to City of Brea for Tract 17150.
3. Approve Assignment and Novation of Subdivision Improvement Agreement and Accept Warranty Bonds for Tracts 17153, 17158, 17159 and 17549.
4. Approve Grant of Easements and Encroachment Agreement for Tract 17150.

BACKGROUND/DISCUSSION

At the September 23, 2008 Planning Commission meeting, the Commission adopted Resolution No. PC 08-20 to conditionally approve Tentative Tract Map 16934 to subdivide a 129-acre site into a master planned development that includes private residential communities with some commercial land use located at the northeast corner of Imperial Highway and Valencia Avenue, also known as La Floresta Village Site. At the May 18, 2010 City Council meeting, Council approved the Development Agreement No. DA 08-01 with La Floresta, LLC ("Developer") per Ordinance 1411 for La Floresta development. See Exhibit 'A' attached hereon for the location of the site.

Public Improvements and Improvement Bonds (Recommended Action Item No. 1)

On the May 3, 2011, the Council accepted the Final Tract Map 17150 ("Final Map") associated with Tentative Tract Map 16934 for La Floresta Village Site accompanied by an improvement security bond from the Developer for the public improvements. Refer to Exhibit 'B' attached herewith for Tract Map 17150.

Shortly after the acceptance of the Final Map from 2012 to 2014, subsequent Tract Maps 17153, 17157, 17158, 17159, and 17549 were approved by the City Council as part of this master planned development. Many of the subsequent maps required improvement security bonds and subdivision improvement agreements ("SIA"). While the Developer posted the improvement bonds, the improvements and homes were constructed by Lennar Homes of California, formerly Standard Pacific Corporation ("Builder"). An Exhibit 'C' for

the location of these tract maps is attached herewith for the Council reference.

The Developer and Builder have completed all off-site improvements, all improvements within the subsequent tract maps and majority of the on-site improvements in accordance with approved improvement plans and is ready for acceptance. All applicable impact fees were paid at the time of building permit issuance.

Resolution to Accept Irrevocable Offer of Easement Dedication (Recommended Action Item 2)

Of the public improvements, the sewer, water and storm drain facilities that serve this private community are owned and maintained by the City of Brea. In addition, an emergency access for ingress and egress was required for the community. In order to have public utilities on private land, public utility easements are required. Now that the improvements have been completed and the conditions of approval have been satisfied, these easements will need to be accepted as part of the improvement acceptance. This action requires the attached resolution to be adopted for Tract Map 17150. Please see attached Resolution 2018-xxx.

Assignment and Novation of SIA and Warranty Bonds (Recommended Action Item 3)

As part of the SIA, warranty bonds are required upon release of the Improvement Bonds. With the transfer of ownership from La Floresta, LLC to Lennar Homes of California, City's approval of Assignment and Novation of SIA ("ANA") is required. The approval of ANA will acknowledge Lennar Homes of California as the assignee of SIA and responsible party of all warranty items. The ANA has been reviewed and approved as to form by the City Attorney's office. Please refer to the attached ANA and Warranty Bonds.

Grant of Easement and Encroachment Agreement (Recommended Action Item 4)

A portion of the off-site public improvements constructed on Imperial Highway and Valencia Avenue are located in the lots owned by the La Floresta Maintenance Corporation (HOA). These off-site public improvements include sidewalk, DG trail, street lights, irrigation lines and water meters. In order for the City to maintain these public improvements, the City would need an easement from the HOA on the private lots. At the same time, there are HOA landscape improvements constructed in the City right-of-ways on Rose Drive and Vesuvius Drive. In order for the HOA to maintain the private improvements in public right-of-ways, HOA would need an encroachment approval from the City. The Grant of Easements and Encroachment Agreement stipulates the terms of agreement and maintenance, repair and restoration responsibilities of each party. The agreement has been reviewed and approved to form by the City Attorney's office and attached herewith for reference.

A summary table of recorded tract maps with the lists of public improvements and the recommended Council actions for each tract map is provided as Exhibit 'D' attached hereon.

FISCAL IMPACT/SUMMARY

There are maintenance costs associated with operating and maintaining these public improvements. However, these costs were included in the Community Facilities District (CFD) assessment associated with this development, as well as the sewer and water funds, which reduce the General Fund impact.

All Conditions of Approval associated with the public improvements have been complied in

accordance with Development Agreement No. DA 08-01, Resolution No. PC 18-20 and SIA's.

Staff is recommending the acceptance of the public improvements and authorize City Clerk to release improvement bonds for Tracts 17150, 17153, 17157, 17158, 17159 and 17549, as well as, approval of the ANA and acceptance of the warranty bonds for Tracts 17153, 17158, 17159 and 17549. Staff is also recommending the adoption of Resolution 2018-xxx for acceptance of easements and approval of Grant of Easements and Encroachment Agreement for Tract 17150.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Attachments

Exhibit 'A' - Site Location

Exhibit 'B' - Tract Map 17150

Exhibit 'C' - Subsequent Tract Maps

Exhibit 'D' - Summary Table

Resolution No. 2018-060

Assignment and Novation of SIA

Warranty Bonds

Grant of Easement and Encroachment Agreement

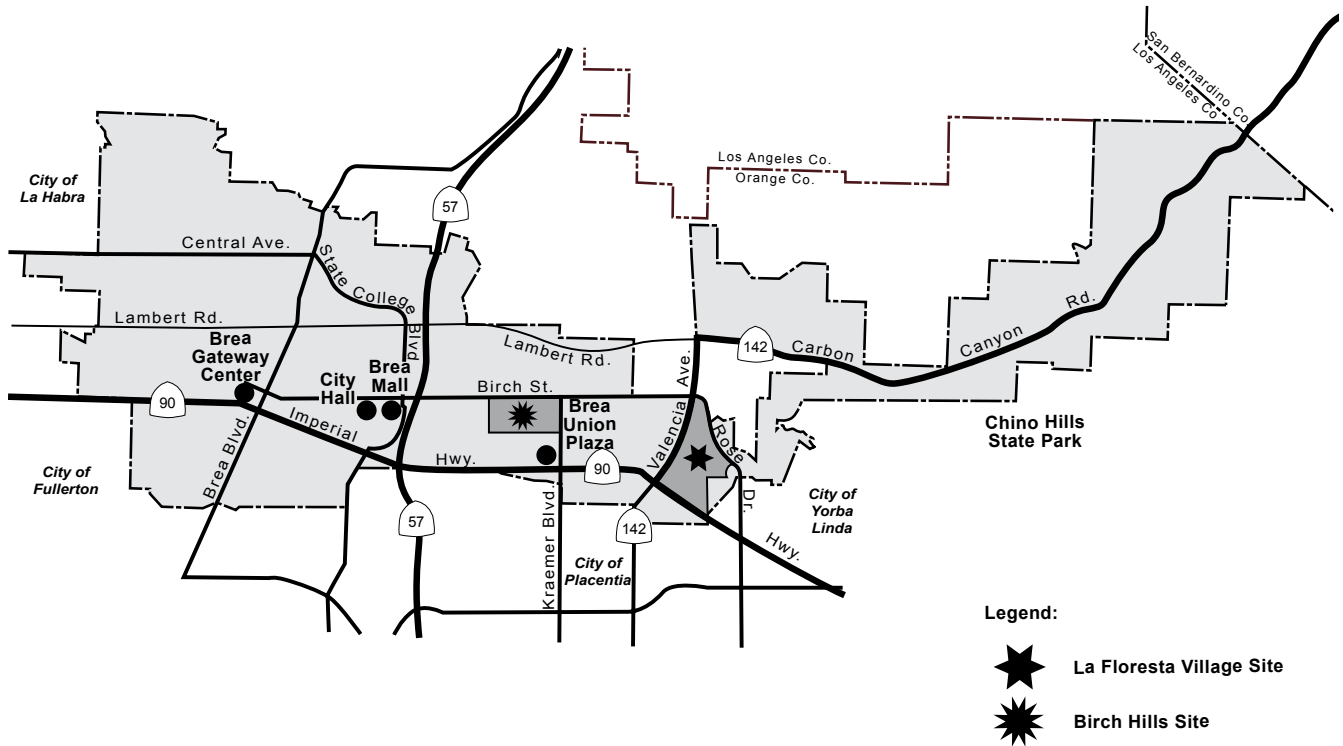


Exhibit 'B'

SHEET 4 OF 18 SHEETS
SCALE: 1" = 240'
19 NUMBERED LOTS AND LETTERED
LOTS A THROUGH Z, INCLUSIVE AND
LOTS AA THROUGH VV, INCLUSIVE
ACREAGE: 128.894 ACRES
(ALL OF TENTATIVE TRACT NO. 16934)

TRACT NO. 17150

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

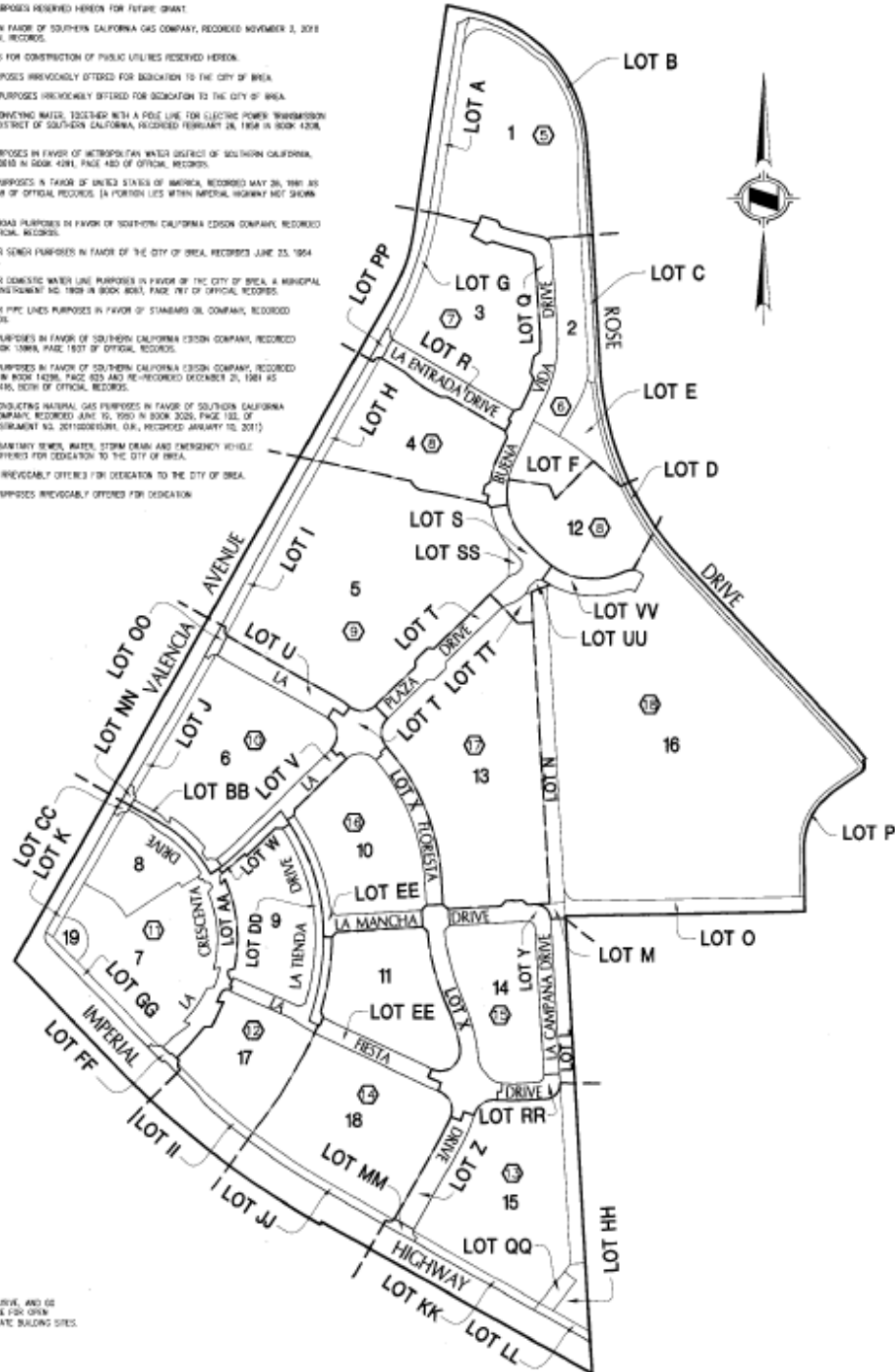
HUNSAKER AND ASSOCIATES IRVINE, INC.
RORY S. WILLIAMS, L.S. 6854 DATE OF SURVEY: DECEMBER, 2006

SHEET INDEX MAP

② INDICATES SHEET NUMBER

EASEMENT NOTES:

- (A) INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES RESERVED HEREON FOR FUTURE GRANT.
- (B) INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED NOVEMBER 2, 2011 AS INSTRUMENT NO. 2011000077972, OF OFFICIAL RECORDS.
- (C) INDICATES AN EASEMENT FOR ACCESS PURPOSES FOR CONSTRUCTION OF PUBLIC UTILITIES RESERVED HEREON.
- (D) INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF BREA.
- (E) INDICATES AN EASEMENT FOR SANITARY SEWER PURPOSES IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF BREA.
- (F) INDICATES AN EASEMENT FOR PIPE LINES FOR CONVEYING WATER, TOGETHER WITH A POLE LINE FOR ELECTRIC POWER TRANSMISSION PURPOSES IN FAVOR OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED FEBRUARY 26, 1958 IN BOOK 4208, PAGE 424 OF OFFICIAL RECORDS.
- (G) INDICATES AN EASEMENT FOR RIGHT OF WAY PURPOSES IN FAVOR OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED MAY 21, 1958 AS INSTRUMENT NO. 52610 IN BOOK 4201, PAGE 410 OF OFFICIAL RECORDS.
- (H) INDICATES AN EASEMENT FOR FLOOD CONTROL PURPOSES IN FAVOR OF UNITED STATES OF AMERICA, RECORDED MAY 26, 1981 AS INSTRUMENT NO. 17849 IN BOOK 3734, PAGE 308 OF OFFICIAL RECORDS. (A PORTION LIES WITHIN IMPERIAL HIGHWAY NOT SHOWN HEREON.)
- (I) INDICATES AN EASEMENT FOR POLE LINES AND ROAD PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, RECORDED JUNE 10, 1964 IN BOOK 7000, PAGE 151 OF OFFICIAL RECORDS.
- (J) INDICATES AN EASEMENT FOR RIGHT OF WAY FOR SEWER PURPOSES IN FAVOR OF THE CITY OF BREA, RECORDED JUNE 23, 1964 IN BOOK 7103, PAGE 226 OF OFFICIAL RECORDS.
- (K) INDICATES AN EASEMENT FOR RIGHT OF WAY FOR DOMESTIC WATER LINE PURPOSES IN FAVOR OF THE CITY OF BREA, A MUNICIPAL CORPORATION, RECORDED OCTOBER 5, 1968 AS INSTRUMENT NO. 1809 IN BOOK 8061, PAGE 767 OF OFFICIAL RECORDS.
- (L) INDICATES AN EASEMENT FOR RIGHT OF WAY FOR PIPE LINES PURPOSES IN FAVOR OF STANDARD OIL COMPANY, RECORDED JULY 22, 1919 IN BOOK 293, PAGE 386 OF DEEDS.
- (M) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, RECORDED MARCH 5, 1961 AS INSTRUMENT NO. 6378 IN BOOK 3086, PAGE 1837 OF OFFICIAL RECORDS.
- (N) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, RECORDED NOVEMBER 19, 1981 AS INSTRUMENT NO. 22571 IN BOOK 3429, PAGE 623 AND RE-RECORDED DECEMBER 21, 1981 AS INSTRUMENT NO. 26358 IN BOOK 1433, PAGE 1435, BOTH OF OFFICIAL RECORDS.
- (O) INDICATES AN EASEMENT FOR PIPE LINES FOR CONVEYING NATURAL GAS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY, RECORDED JUNE 10, 1960 IN BOOK 3025, PAGE 133 OF OFFICIAL RECORDS. (PORTION OUTLINED BY INSTRUMENT NO. 201100001091, O.K., RECORDED JANUARY 10, 2011.)
- (P) INDICATES AN EASEMENT FOR PUBLIC UTILITIES, SANITARY SEWER, WATER, STORM DRAIN AND EMERGENCY VEHICLE PURPOSES IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF BREA.
- (Q) INDICATES AN EASEMENT FOR WATER PURPOSES IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF BREA.
- (R) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF BREA.



NOTES:

- LOTS A THROUGH D, INCLUSIVE, E THROUGH H, INCLUSIVE, AND I THROUGH LL, INCLUSIVE, AND SS, SS, TT AND UU ARE FOR OPEN SPACE/LANDSCAPE PURPOSES, AND ARE NOT SEPARATE BUILDING SITES.
- LOT 12 IS FOR RECREATION FACILITY PURPOSES.
- LOT 19 IS FOR PUBLIC ART PIECE PURPOSES.
- LOT C IS FOR WATER QUALITY BASIN PURPOSES.
- LOT F IS FOR DETENTION BASIN PURPOSES.
- LOT 20 IS FOR SEWER LIFT STATION PURPOSES.
- LOTS D THROUGH E, INCLUSIVE, AA THROUGH FF, INCLUSIVE AND GG THROUGH PP, INCLUSIVE AND HH AND VV ARE FOR PRIVATE STREET PURPOSES.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
RECORD DATA NOTES, MONUMENT NOTES AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR BOUNDARY AND GPS CONTROL MAP.



Note: Plans shown are conceptual in nature and are provided for illustrative purposes only. Final plans will be submitted as part of the Precise Development Plan process.



EXHIBIT 'D'

City Council Approval Date	Tract Map No.	Developer	Builder	Associated Agreement	Public Improvements	Improvement Bond	ANA	Warranty Bond	Staff Recommended Council Action
May 3, 2011	17150	La Floresta, LLC	La Floresta, LLC	DA 08-01	<ul style="list-style-type: none"> • Raised landscaped Medians on Imperial Hwy and Valencia Avenue. • Sidewalks, street lights and a trail on Imperial Hwy, Valencia Avenue and Rose Drive. • A trail through linear park. • A sewer lift station with sewer main lines. • A water distribution main lines. • A storm drain system and catch basins. 	\$2,000,000	No	No	Accept improvements, associated easements and release improvement bond. Note: Sewer lift station was accepted by the Council on May 2, 2017.
September 16, 2014	17153	La Floresta, LLC	Lennar Homes of California	SIA	<ul style="list-style-type: none"> • Water main and Services 	\$ 1,382,000	Yes	\$ 138,200	Accept improvements, release improvement bond, approve ANA and accept warranty bond. Note: Public Water Easement was accepted on the map.
November 20, 2012	17157	La Floresta, LLC	Lennar Homes of California	DA 08-01	<ul style="list-style-type: none"> • Water main and Services 	\$ 423,300	No	No	Accept improvements, release improvement bond, approve ANA and accept warranty bond. Note: Public Water Easement Deed was accepted by Council on August 6, 2013.
September 17, 2013	17158	La Floresta LLC	Lennar Homes of California	SIA	<ul style="list-style-type: none"> • All improvements are private. 	\$ 217,000	Yes	\$ 21,700	Release improvement bond, approve ANA and accept warranty bond.
July 17, 2013	17159	La Floresta, LLC	Lennar Homes of California	SIA	<ul style="list-style-type: none"> • Water main and services 	\$ 484,616	Yes	\$ 48,461	Accept improvements, associated easements, release improvement bond, approve ANA and accept warranty bond. Note: Public Water Easement was accepted on the map.
December 3, 2013	17549	La Floresta LLC	Lennar Homes of California	SIA	<ul style="list-style-type: none"> • Sewer main • Water main and Services • Storm Drain main and catch basins 	\$ 954,700	Yes	\$ 95,470	Accept improvements, release improvement bond, approve ANA and accept warranty bond. Note: Public Utility Easements were accepted on the map.

RESOLUTION NO. 2018-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA ACCEPTING IRREVOCABLE OFFERS OF DEDICATION OF CERTAIN EASEMENTS FOR PUBLIC UTILITIES, SANITARY SEWER, WATER, STORM DRAIN AND EMERGENCY INGRESS AND EGRESS PURPOSES

A. RECITALS

1. Certain easements for public utilities, sanitary sewer, water, storm drain and emergency ingress and egress purposes ("Easements") were irrevocably offered for dedication to the City of Brea, as set forth on Tract Map No. 17150, as a condition of final map approval for the La Floresta development. Tract Map No. 17150 was recorded by the Orange County Recorder on June 21, 2011 as Instrument No. 201100300540. A legal description of the portion of the Tract Map where the Easements are located is attached hereto as Exhibit "A", and is incorporated by reference herein.

2. Pursuant to Government Code Section 66477.1, the foregoing irrevocable offers of dedication were made in the Ownership Certificates set forth on Tract Map No. 17150, and the City of Brea did not accept the offers at the time of final map approval.

3. Since the approval of the final map, all conditions precedent to the acceptance of the said irrevocable offers of dedication have been fully satisfied.

4. All legal prerequisites to the adoption of this Resolution have occurred.

December 4, 2018
RESO. 2018-060

B. RESOLUTION

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

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

2. All easements that were irrevocably offered for dedication to the City of Brea for public utility, sanitary sewer, water, storm drain and emergency ingress and egress purposes, as shown on Tract Map No. 17150 and that are contained with the portion of said Map more fully described in Exhibit A hereto, are hereby accepted by the City Council of the City of Brea.

3. Upon the adoption of this Resolution, City Council of City of Brea hereby authorizes and directs the City Clerk to cause this Resolution to be recorded in the Office of the Orange County Recorder.

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

APPROVED AND ADOPTED this 4th day of December, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

December 4, 2018
RESO. 2018-060

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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-060


EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Brea, County of Orange, State of California, being those portions of Lots 5, 6, 8, 10, 11, 13, 14, 15, 17, 18, I, J, K, L, M, N, O, T, U, V, X, Y, Z CC, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, OO, QQ, RR and SS of Tract No. 17150, as shown on a map filed in Book 905, Pages 19 through 36, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said County.

Together with Parcels 1 and 2 of Lot Line Adjustment LL 2014-01 recorded August 28, 2014 as Instrument No. 2014000349735 of Official Records in the office of said County Recorder.

Together with Parcel BB of Lot Line Adjustment LL 2014-02 recorded June 27, 2014 as Instrument No. 2014000255452 of Official Records in the office of said County Recorder.

Together with Parcels 9, W, AA and DD of Lot Line Adjustment LL 2014-03 recorded June 27, 2014 as Instrument No. 2014000255454 of Official Records in the office of said County Recorder.


Robert L. Wheeler IV, L.S. No. 8639
Date: 10/26/18



October 26, 2018
WO No. 433-57x
Page 1 of 1
H&A Legal No. 9439
By: R. Wheeler
Checked By: J. Kinnie

December 4, 2018
RESO. 2018-060

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND NOVATION OF SUBDIVISION IMPROVEMENT AGREEMENT
WITH CITY CONSENT**

FINAL TRACT MAP NOS. 17153, 17158, 17159, 17549

THIS ASSIGNMENT AND NOVATION OF SUBDIVISION IMPROVEMENT AGREEMENT (this "Assignment") is made and entered into as of November_____, 2018 (the "Assignment Date") by La Floresta, LLC, a Delaware limited liability company with offices at 6001 Bollinger Canyon Road, V1234B, San Ramon, CA 94583 ("Assignor"), and Lennar Homes of California, Inc., a California corporation, with offices at 15131 Alton Parkway Ste. 365 Irvine, CA 92618 ("Assignee"). Assignor and Assignee are sometime referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor and the City of Brea entered into (i) that certain Subdivision Improvement Agreement (Final Tract Map No. 17159) dated September 17, 2013 and recorded in the real property records of Orange County, California on September 26, 2013 as Instrument No. 2013000554227; (ii) that certain Subdivision Improvement Agreement (Final Tract Map No. 17153) dated September 16, 2014 and recorded in the real property records of Orange County, California on October 23, 2014 as Instrument No. 2014000430717; (iii) that certain Subdivision Improvement Agreement (Final Tract Map No. 17549) dated December 3, 2013 and recorded in the real property records of Orange County, California on January 14, 2014 as Instrument No. 2014000016056; and (iv) that certain Subdivision Improvement Agreement (Final Tract Map No. 17158) dated September 17, 2013 and recorded in the real property records of Orange County, California on September 26, 2013 as Instrument No. 2013000554228 (each, an "SIA" and, collectively, the "SIAs").

B. Pursuant to Section 14 of each SIA, Assignor wishes to transfer, convey and assign all rights, title, interest and obligations of Assignor in, to and under the SIAs, and Assignee wishes to assume all of Assignor's obligations under the SIAs arising from and after the Assignment Date, subject to obtaining the consent of the City and a release by City of Assignor from any and all obligations under the SIA accruing from and after the Assignment Date.

C. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Assignment shall have the same meanings given such terms in the SIAs.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt legal sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of Assignment Date, Assignor hereby grants, assigns and transfers to Assignee all of Assignor's right, title and interest as Subdivider in and to each SIA, including specifically, and subject to, all of the obligations and burdens of Assignor thereunder and all benefits and rights of Assignor thereunder.

2. Assumption and Amendment to Notice Provision. Effective as of the Assignment Date, Assignee hereby agrees to and accepts the assignment from Assignor as described in Section 1 of this Assignment, and, in addition, assumes and agrees to perform (from and after the Assignment Date) all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor under each SIA, all with the same force and effect as if Assignee was originally named as Subdivider in each SIA, upon the express condition that the notices address for Subdivider set forth in Section 15 (Notices) of each SIA shall be deleted and replaced with the following information:

"If to Subdivider:. **Lennar Homes of California, Inc.**
15131 Alton Parkway Ste. 365
Irvine, CA 92618

3. Assignee Release. By accepting the foregoing assignment of the SIAs, Assignee, for itself and its parent, subsidiaries, and affiliated companies, and their respective employees, officers, directors, managers, members, representatives, independent contractors, consultants, servants and agents, and their respective predecessors and successors in interest and assigns, excluding Assignor (the "Assignee Group"), releases Assignor, its parent and affiliates, whether wholly owned, partially owned, direct or indirect, together with their respective directors, officers, managers, members, employees, representatives and agents (the "Assignor Group") from any and all claims, suits, proceedings, actions, demands, liabilities, obligations, damages, penalties, fines, costs and expenses, including without limitation, fees and disbursements by and for attorneys, experts and consultants (collectively, "Claims"), by any member of the Assignee Group arising from, under or in any way connected with the SIAs. Assignee recognizes that there is a risk that, after Closing, Assignee may suffer Claims which are in some way caused by the matters which are the subject of this release, and Assignee agrees, for itself and all members of the Assignee Group, that all members of Assignee Group assume this risk and that this release shall apply to any and all such unknown or unanticipated Claims. In the event this release is judicially determined to exceed that permitted by applicable law, then such release shall be construed so as to preserve the maximum release permitted thereby.

Assignee specifically acknowledges that it has read, understands, and knowingly waives any rights it may have pursuant to the provisions of Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Assignee's Initials: _____

4. Assignee Indemnification. Assignee, for itself and all members of the Assignee Group, shall indemnify, defend, save and hold harmless all members of the Assignor Group from any Claim arising from, under or in connection with the SIAs after the date of this Assignment. In the event this indemnity is judicially determined to exceed that permitted by applicable law, then such indemnity shall be construed as to preserve the maximum indemnity permitted thereby.

5. Amendments. No amendment to this Assignment is effective unless made in writing and signed by authorized representatives of both Parties.

6. Interpretation. Each Party has reviewed this Assignment, and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Assignment.

7. Attorney's Fees. If any legal action or proceeding, including but not limited to arbitration, is brought for the enforcement of, or for a declaration of, any rights and duties under, this Assignment, or because of an alleged dispute, breach or default in connection with any of the provisions of this Assignment, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

8. Authority. Each of the Parties and their officers represent and warrant that they are authorized to enter into this Assignment and execute the same without further authority.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing signed by the parties.

11. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective successors in interest and assigns.

12. Further Assurances. The parties hereto hereby agree to execute and deliver all further assurances, assignments and any other documents, and to take any other actions reasonably necessary to facilitate the assignment and assumption provided for in this Assignment.

13. Governing Law and Venue. This Assignment shall be governed by the laws of the State of California without regard to its choice of law rules. Venue for any legal action arising out of this Assignment shall be any competent court in the County of Orange, California.

14. Effective Date of this Assignment. This Assignment shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Assignor and Assignee shall first execute this Assignment and thereafter submit it to the City.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

ASSIGNOR:

La Floresta, LLC

By: Ivan Jimenez
Name: IVAN JIMENEZ
Title: Real Property Officer

ACKNOWLEDGMENT

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

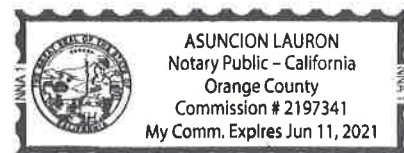
State of California)
County of Orange) ss:

On November 14, 2018 before me, Asuncion Lauron, a Notary Public, personally appeared Ivan Jimenez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Asuncion Lauron (Seal)



ASSIGNEE:

**Lennar Homes of California, Inc.,
a California corporation**

By: _____

Name: DONNA MATHIASSEN

Title: VICE PRESIDENT

ACKNOWLEDGMENT

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

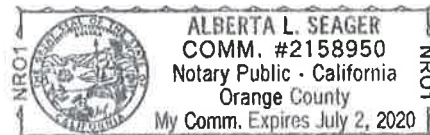
State of CALIFORNIA)
County of ORANGE) ss:

On NOVEMBER 13, 2018 before me, ALBERTA L. SEAGER, a Notary Public, personally appeared DONNA MATHIASSEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Alberta L. Seager (Seal)



CONSENT AND RELEASE OF CITY.

The City of Brea hereby (i) consents to this Assignment and the modifications to the SIAs set forth in Section 2 above, (ii) consents to the substitution and novation of Assignee in place and instead of Assignor with respect to the SIAs and to the release of Assignor's improvement security furnished pursuant to the SIAs and (iii) releases Assignor from any and all obligations, responsibilities, duties and liability under the SIAs arising from and after the Assignment Date.

CITY:

CITY OF BREA

MAYOR

ATTEST:

CITY CLERK

(SEAL)

ACKNOWLEDGMENT

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

State of _____)

) ss:

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

1 Year Warranty Bond

Bond No. SU1153380
Initial Premium \$145.00/annum

WHEREAS, The City Council of the CITY OF BREA, State of California, and Lennar Homes of California, Inc. ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated September 19, 2013, and identified as project Tract 17159 — La Floresta Development Planning Area 7 South, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

NOW, THEREFORE, we the Principal and Arch Insurance Company, as surety are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of Forty Eight Thousand Four Hundred Sixty One and 60/100 Dollars (\$48,461.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 16, 2018.

Principal

Lennar Homes of California, Inc.,
a California corporation

By: 

Address:

25 ENTERPRISE #400
1150 VIEJO, CA 92656
Phone No.: 949-349-8400

Surety

Arch Insurance Company

By: 

Mechelle Larkin, Attorney-in-Fact

Address:

Harborside 3, 210 Hudson St., Suite 300
Jersey City, NJ 07311
Phone No.: (201) 743-4000

ACKNOWLEDGMENT

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

State of California

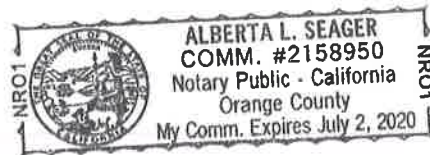
County of ORANGE)

On October 23, 2018 before me, ALBERTA L. SEAGER, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Alberta L. Seager (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

County of Orange)

On OCT 16 2018 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Kathy R. Mair and Mechelle Larkin of Irvine, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

1 Year Warranty Bond

Bond No. SU1153379
Initial Premium \$286.00/annum

WHEREAS, The City Council of the CITY OF BREa, State of California, and Lennar Homes of California, Inc. ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated December 4, 2013, and identified as project Tract 17549 — La Floresta Development Planning Area 8 North, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

NOW, THEREFORE, we the Principal and Arch Insurance Company, as surety are held and firmly bound unto the CITY OF BREa ("City" hereinafter), in the penal sum of Ninety Five Thousand Four Hundred Seventy Dollars (\$ 95,470.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 16, 2018.

Principal

Lennar Homes of California, Inc.,
a California corporation

By: 

Address:

25 ENTERPRISE #400
ALISO VIEJO, CA 92650
Phone No.: 949-349-8000

Surety

Arch Insurance Company

By: 

Mechelle Larkin, Attorney-in-Fact

Address:

Harborside 3, 210 Hudson St., Suite 300
Jersey City, NJ 07311
Phone No.: (201) 743-4000

ACKNOWLEDGMENT

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

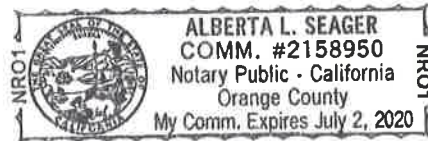
State of California
County of ORANGE)

On October 23, 2018 before me, ALBERTA L. SEAGER, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Alberta L. Seager (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On OCT 16 2018 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R Mair
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Kathy R. Mair and Mechelle Larkin of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

1 Year Warranty Bond

**Bond No. SU1153382
Initial Premium \$75.00/annum**

WHEREAS, The City Council of the CITY OF BREA, State of California, and Lennar Homes of California, Inc. ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated September 19, 2013, and identified as project Tract 17158 — La Floresta Development Planning Area 8 South, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

NOW, THEREFORE, we the Principal and Arch Insurance Company, as surety are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of Twenty One Thousand Seven Hundred Dollars (\$21,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 16, 2018.

Principal

Lennar Homes of California, Inc.,
a California corporation

By: 

Address: 25 ENTERPRISE #400

ANISO VIEJO, CA 92656

Phone No.: 949-349-8000

Surety

Arch Insurance Company

By: 

Mechelle Larkin, Attorney-in-Fact

Address:

Harborside 3, 210 Hudson St., Suite 300
Jersey City, NJ 07311

Phone No.: (201) 743-4000

ACKNOWLEDGMENT

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

State of California

County of ORANGE)

On October 23, 2018 before me, ALBERTA L. SEAGER, NOTARY PUBLIC
(insert name and title of the officer)

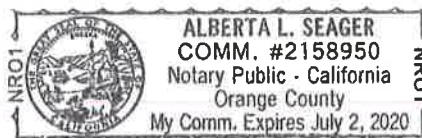
personally appeared Donna Mathiasen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

Alberta L. Seager (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

County of Orange)

On OCT 16 2018 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin,
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

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POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Kathy R. Mair and Mechelle Larkin of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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1 Year Warranty Bond

Bond No. SU1153381
Initial Premium \$415.00/annum

WHEREAS, The City Council of the CITY OF BREA, State of California, and Lennar Homes of California, Inc. ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated June 30, 2014, and identified as project Tract 17153 — La Floresta Development Planning Area 3, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

NOW, THEREFORE, we the Principal and Arch Insurance Company, as surety are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of One Hundred Thirty Eight Thousand Two Hundred Dollars (\$ 138,200.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 16, 2018.

Principal

Lennar Homes of California, Inc.,
a California corporation

By: _____

Address: 25 ENTERPRISE #400

ALSO VEDD A 92056

Phone No.: 949-349-8000

Surety

Arch Insurance Company

By: _____

Mechelle Larkin, Attorney-in-Fact

Address:

Harborside 3, 210 Hudson St., Suite 300
Jersey City, NJ 07311

Phone No.: (201) 743-4000

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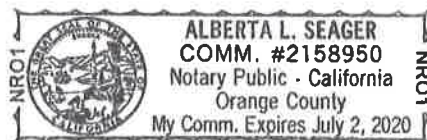
State of California
County of ORANGE

On October 23, 2018 before me, ALBERTA L. SEAGER, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Alberta L. Seager (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

On OCT 16 2018 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin
[Name(s) of Signer(s)]

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

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WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

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POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Kathy R. Mair and Mechelle Larkin of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Brea
1 Civic Center Circle
Brea, CA 92821

WITH A CONFORMED COPY TO:

La Floresta Maintenance Corp.
c/o FirstService Residential
15241 Laguna Canyon Road
Irvine, CA 92618

**FREE RECORDING REQUESTED
ESSENTIAL TO ACQUISITION BY
CITY OF BREA
PER GOVT CODE 6103**

**GRANT OF EASEMENTS AND ENCROACHMENT AGREEMENT
(City Parkway and Trail Improvements in Tract No. 17150; Encroachment Permit for Private Maintenance of certain Public Parkways)**

THIS EASEMENT AND ENCROACHMENT AGREEMENT (this “*Agreement*”) is entered into as of this _____ day of _____, 2018 (the “*Effective Date*”), by the **CITY OF BREA**, a California municipal corporation (“*City*”), and **LA FLORESTA MAINTENANCE CORPORATION**, a California nonprofit mutual benefit corporation (“*Association*”), with reference to the following:

R E C I T A L S:

A. La Floresta, LLC, a Delaware limited liability company (“*Developer*”) is the developer of the La Floresta mixed use development located on Tract No. 17150, at the intersection of Imperial Highway and Valencia Avenue in the City of Brea, County of Orange, State of California. The Association is the homeowners association formed by the Developer to own and maintain certain common amenities and other improvements in the mixed-use development, and certain offsite improvements, including parkway landscaping in the public right-of-way.

B. The City requires non-exclusive easements (collectively, the “*City Easements*”) over portions of the La Floresta mixed-use development for installation, placement, operation, maintenance, repair and restoration of irrigation controllers, irrigation lines, electrical meters servicing landscaped medians, irrigation backflow device, street lights and public dual-tread trail and rights of entry in connection with all the foregoing, (collectively, the “*City-Maintained Improvements*”). The City-Maintained Improvements described in

this Agreement are or will be located on real property which is subject to reservations of easements and rights for the purposes contemplated by this Agreement in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Floresta, recorded on June 13, 2013, as Instrument No. 2013-000359830 (together with any amendments thereto, collectively, the "**Master Declaration**"), and will be located on real property which has now been conveyed to and is owned by the Association.

C. The Association, as the Owner of that certain real property on which the City-Maintained Improvements are or will be located, has agreed to grant to the City the City Easements over its real property as described below on the terms, and subject to the conditions set forth herein. The approximate locations of the City Easements granted hereby by the Association (collectively, the "**City Easement Areas**") are shown on **Exhibit A** attached hereto.

D. In addition, it is a condition to the City's approval of the La Floresta mixed-use development that the Association perform long-term maintenance of landscaped parkways installed in the public rights-of-way on portions of Vesuvius Drive and Rose Drive, as approximately shown on **Exhibit B**. Pursuant to the requirements of the Master Declaration, the Association has agreed to maintain the above-described landscaped parkways on the terms described below, and the City has agreed to permit the Association to enter (encroach) onto the public rights-of-way in accordance with the encroachment rights described below.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and City agree as follows:

1. GRANTS OF EASEMENTS TO CITY.

1.1. **By Association.** Association hereby grants to City the following non-exclusive easements over the following City Easement Areas:

1.1.1. Nonexclusive easements over the City Easement Areas located on portions of Lots A, G, H, I, J, K, GG, II, JJ, and KK of Tract No. 17150, all as shown on **Exhibit A** attached hereto, for installation, placement, operation, maintenance and repair (all as applicable) of the irrigation controllers, irrigation backflow devices, irrigation lines, water meters, and electrical meters located therein, which service landscaped medians in the public rights-of-way of Valencia Avenue and Imperial Highway, together with the right of the City and its representatives, contractors and subcontractors to enter upon such City Easement Areas as necessary to carry out the intent of this Agreement;

1.1.2. Nonexclusive easements over the City Easement Areas located on portions of Lots A to D, inclusive, G to M, inclusive, O, P, GG, HH, II, JJ, KK and

LL of Tract No. 17150, as shown on **Exhibit A** attached hereto, for access to and installation, placement, operation, maintenance, and repair of the public decomposed granite trail and sidewalk, described in PC Resolution No. 08-18 of the City's Planning Commission as "site perimeter trails (dual tread), excluding landscaping and irrigation" located therein.

1.1.3. Nonexclusive easements over the City Easement Areas located on portions of Lots A, G, H, I, J, K, GG, II, JJ, KK and LL of Tract No. 17150, as shown on **Exhibit A** attached hereto, for access to and operation, maintenance, and repair of the streets lights and related pull boxes, conduits and pedestals located therein, together with the right of the City and its representatives, contractors and subcontractors to enter upon such City Easement Areas as necessary to carry out the intent of this Agreement.

1.2. **Term of Easements.** The City Easements described in Sections 1.1 and 1.2 above shall commence upon the Effective Date (as set forth above) and shall continue in effect in perpetuity, or until such time, if ever, as the City Easements are no longer needed or used by the City for the purposes described above (as determined by the City), or until the City Easements are abandoned (as determined by the City) or quitclaimed by the City or its assignee to the fee owner of the land underlying the City Easement Areas.

1.3. **Limits on Exercise of City Easements.** Other than installation, placement, maintenance, repair and restoration of the City Easement Areas as described above, the City shall have no right to modify the City Easement Areas or the City-Maintained Improvements thereon, without the prior written consent of the Association, which will not be unreasonably withheld or delayed. The City's use of the City Easement Areas shall be limited to the uses/purposes described herein; subject to the foregoing, the City's use shall not unreasonably interfere with the quiet use and enjoyment of the underlying real property.

1.4. **Maintenance Obligations.** The City shall be solely responsible for performing all installation, placement, operation, maintenance and repair work to be performed on the City-Maintained Improvements, and the cost of all such work; however, if any damage or destruction to the City-Maintained Improvements is caused solely by the Association or its members or contractors, as applicable, the Association shall reimburse City for the reasonable costs of repair within ten (10) days after written demand.

1.5. **Repair and Restoration Obligations.** If all or any part of the City Easement Areas is damaged or destroyed, the City shall, promptly and diligently, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately before such damage or destruction.

1.6. **City Indemnity.** To the maximum extent permitted by law, City agrees to indemnify, defend and hold harmless the Association, and its members, officers, agents and employees, and successors in interest and assignees (collectively, the "*La Floresta Parties*"), from every kind and character of claim, demand, cost, loss, damage, penalty, fine and cause of action incurred on account of mechanics liens, personal injuries, death, property damage, environmental damage and/or any other injury or damage to the extent

caused by or arising from the negligent acts or omissions or the willful misconduct of the City, or those of its employees, agents, or contractors, in connection with their use of the City Easement Areas for access and maintenance purposes and associated uses, except to the extent caused by the negligence or willful misconduct of any of the La Floresta Parties, or any of their employees, contractors, subcontractors, representatives, agents, or successor owners.

1.7. **Damage or Destruction.** The City shall not be responsible for any damage to and/or destruction of the City-Maintained Improvement caused by the Association, or any of their respective contractors, subcontractors, employees, representatives, invitees, agents or successor owners.

2. AGREEMENT FOR LONG-TERM ENCROACHMENT IN PUBLIC RIGHT-OF-WAY.

2.1. **Public Parkway Landscape Improvements.** Developer has constructed or will construct the following improvements within the City's right of way (collectively, the "*Public Parkway Landscape Improvements*"):

2.1.1. Landscaped parkway between the front of sidewalk and back of curb in the public right of way along Vesuvius Drive, including trees, shrubs, ground cover and irrigation equipment as shown on *Exhibit B*; and

2.1.2. Landscaped parkway between the front of sidewalk and back of curb in the public right of way along Rose Drive, including trees, shrubs, ground cover and irrigation equipment, as shown on *Exhibit B*.

2.1.3 Construction details for the Public Parkway Landscape Improvements are shown on the Landscape Plans for Rose Drive and Vesuvius Drive TTM # 16934 prepared by Land Concern Landscape Architecture and approved by the City ("*Approved Improvement Plans*").

2.2. **Association Obligation to Maintain, Repair, Restore.** Association shall, at its sole cost and expense, maintain and repair all the Public Parkway Landscape Improvements in a healthy and flourishing condition, and consistent with the Approved Improvement Plans, to the reasonable satisfaction of the City. The Association shall pay the cost of irrigation water delivered to the Public Parkway Landscape Improvements. Should the City or a utility company damage or remove any of the Public Parkway Landscape Improvements during the maintenance or repair of streets, sidewalks, curb and gutter, sewer, water, drainage or utility improvements, the City shall promptly restore the damaged Public Parkway Landscape Improvements at its sole cost and expense, unless such damage is caused by the negligence, gross negligence or willful misconduct of the Association. The Association shall be responsible for the cost of restoration of Public Parkway Landscape Improvements which are damaged by members of the public.

2.3. **Removal or Relocation.** If future right-of-way improvements proposed by the City reasonably require the modification, removal or relocation of any of the Public

Parkway Landscape Improvements, then the City may permanently remove, remove and replace, or relocate the affected Public Parkway Landscape Improvements at its sole cost. If any of the Public Parkway Landscape Improvements are permanently removed, or if they are relocated in a manner that is not substantially consistent with the design of the Approved Improvement Plans, then the City and Association will execute a modification to this Agreement to reflect the permanent removal or the relocation of the affected Public Parkway Landscape Improvements. Provided, however, that nothing in this Agreement creates any obligation in the Association to maintain any Public Parkway Landscape Improvement that the City may elect to relocate beyond the parkway areas shown on *Exhibit B*.

2.4. **Indemnification.** To the maximum extent permitted by law, the Association shall indemnify, defend and hold the City, its elected officials, officers, employees, agents and contractors, harmless from and against any and all losses, claims, liabilities, damages and/or expenses and costs the City may suffer or incur, due to or arising out of: (1) Association's maintenance and/or operations of the Public Parkway Landscape Improvements; and/or (ii) failure to comply with Section 2.2 above, except to the extent caused by the actions of the City or utility company specified in Section 2.2 or by the negligence or willful misconduct of the City, its officers, agents, contractors or employees.

2.5. **Permanent.** The rights and obligations as set forth in this Section 1.1 shall exist in perpetuity and are appurtenant to Lots B, C, D and P of Tract No. 17150, as shown on the map filed in Book 905, at Pages 19 to 36, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder.

3. **MECHANICS' AND MATERIALMEN'S LIENS.** City, or its successors or assigns, shall indemnify, defend and hold the Association, and its successors or assigns, harmless from any claims or damages resulting from any mechanics' or materialmen's liens recorded against Lots A, B, C, D, G, H, I, J, K, L, M, O, P, GG, HH, II, JJ, KK and LL of Tract No. 17150, or any other portion of the La Floresta mixed-use development ("*Association Property*") arising by reason of any work that City or any of its employees or contractors may perform in the City Easements (except to the extent that any such claims or liens are caused solely by the Association or its agents, employees or contractor). If such mechanics' lien or materialmen's lien is recorded against any portion of the Association Property, then the City shall have the right to contest such lien(s) so long as City procures a bond in the amount of one and one-half (1-1/2) times the amount of such lien(s) and otherwise causes the discharge of the encumbrance of such lien from the Association Property, as required under Section 3143 of the California Civil Code (or any successor statute) to release such lien(s).

4. **COMPLIANCE WITH SECTION 1468.** All covenants in this Agreement are intended to satisfy the provisions of Section 1468 of the California Civil Code, and thereby establish covenants running with the land, binding upon the City and the Association and their respective successors, assigns and transferees.

5. **RIGHTS OF MORTGAGEES.** None of the covenants contained herein shall affect, in any way, the validity of any mortgage or deed of trust constituting, now or hereafter, a lien against the Association Property; provided, however, that if any portion of the Association Property is sold under a foreclosure of any such mortgage or under the provisions of any such deed of trust, the purchaser at such sale, including, without limitation, the lender, and the successors and assigns of such purchaser, shall hold any and all property so purchased subject to this Agreement.

6. **NOTICES.** Any notice or other communications to be given or other documents to be delivered by any party to the other or others relating to or arising from this Agreement may be delivered by certified mail, return receipt requested, or by Federal Express or any other nationally reputable courier guaranteeing overnight delivery, charges prepaid. All notices, communications and/or payments should be addressed to the party for whom intended, at the address specified below (subject to the right of the parties to change their addresses from time to time by written notice delivered to the other parties):

If to the City:

City of Brea

1 Civic Center Circle

Brea, CA 92821

Attn: _____

If to the Association:

La Floresta Maintenance Corp.

c/o FirstService Residential

15241 Laguna Canyon Road

Irvine, CA 92618

7. **MISCELLANEOUS.**

7.1. **Attorneys' Fees.** If any action shall be instituted in connection with this Agreement, then the party prevailing in such action shall be entitled to recover from the other party all of its costs of action including reasonable attorneys' fees and expenses as fixed by the court therein. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

7.2. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

7.3. **Capitalized Terms.** Capitalized terms used in this Agreement shall have the meanings given them in the Master Declaration, unless otherwise defined herein.

7.4. **Captions.** The captions used in this Agreement are for convenience only and therefore do not constitute a part of this Agreement and do not amplify or limit the meaning of the provisions of this Agreement.

7.5. **Severability.** Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition or invalidity and shall not invalidate or otherwise render invalid or unenforceable any remaining provision of this Agreement.

7.6. **Integration.** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter addressed and all prior negotiations, representations, warranties and discussions are superseded by the provisions of this Agreement.

7.7. **Number; Gender.** Unless the context requires a contrary construction, the singular shall include the plural, and the masculine, feminine and neuter shall all include the masculine, feminine and neuter.

7.8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of California.

7.9. **No Partnership.** Nothing in this Agreement shall be construed to constitute a partnership or joint venture between Grantee and Grantor.

7.10. **Further Acts.** The Parties hereto covenant and agree to take such further actions as may be necessary, from time to time, to carry out the intent of this Agreement.

7.11. **Survival of Obligations.** The obligations in Sections 1.6, and 2.4 shall survive the expiration or earlier termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, which is effective as of Effective Date first set forth above.

CITY:

CITY OF BREA,
a California municipal corporation

By _____

Print Name: _____

Title: _____

ASSOCIATION:

LA FLORESTA MAINTENANCE CORPORATION,
a California nonprofit mutual benefit corporation

By: Craig A. Farris

Print Name: CRAIG A. FARRIS

Title: PRESIDENT

3-16-18

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

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

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

WITNESS my hand and official seal.

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

On MARCH 16th 2018, before me, MANOHARI VATSAVAI, a Notary Public, personally appeared CRAIG A. FARRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Manohari Vatsavai
NOTARY PUBLIC

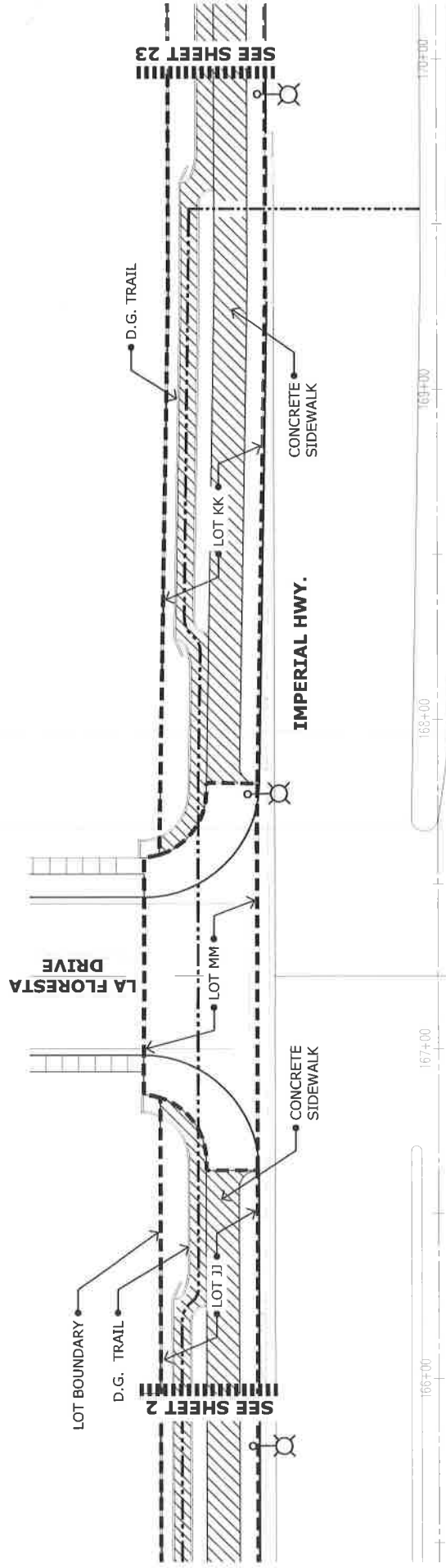


EXHIBIT A
TO EASEMENT AND ENCROACHMENT AGREEMENT
LOCATIONS OF CITY EASEMENT AREAS

EXHIBIT A

LOCATIONS OF CITY EASEMENT AREAS

CITY-MAINTAINED IMPROVEMENTS



FACILITIES SERVICING THE CITY MEDIANS

- CITY IRRIGATION MAINLINE AND/OR SLEEVE
- [E] ELECTRICAL METER AND ASSOCIATED CONDUIT AND LINES
- [W] WATER METER AND ASSOCIATED CONDUIT AND LINES
- [I] IRRIGATION CONTROLLER AND ASSOCIATED CONDUIT AND LINES

LEGEND

COMMUNITY TRAILS (DUAL TREAD) INCLUDES THE SIDEWALK AND THE D.G. TRAIL AND EXCLUDES LANDSCAPING, IRRIGATION AND CONCRETE CURBS.

STREET LIGHTS, PULL BOXES, CONDUIT, PEDESTAL

NOTE: MAINTENANCE EASEMENT EXTENDS 2 FEET ON EITHER SIDE OF THE UTILITY STRUCTURE, MAINLINE, LATERALS, CONDUIT OR SLEEVES.

ALL LOTS ARE TRACT 17150 UNLESS OTHERWISE NOTED.

Disclaimer: The locations and dimensions of the Easement Areas depicted on this exhibit are per plan, however, the actual location and dimensions are subject to change during construction and the field "as-built" will prevail.

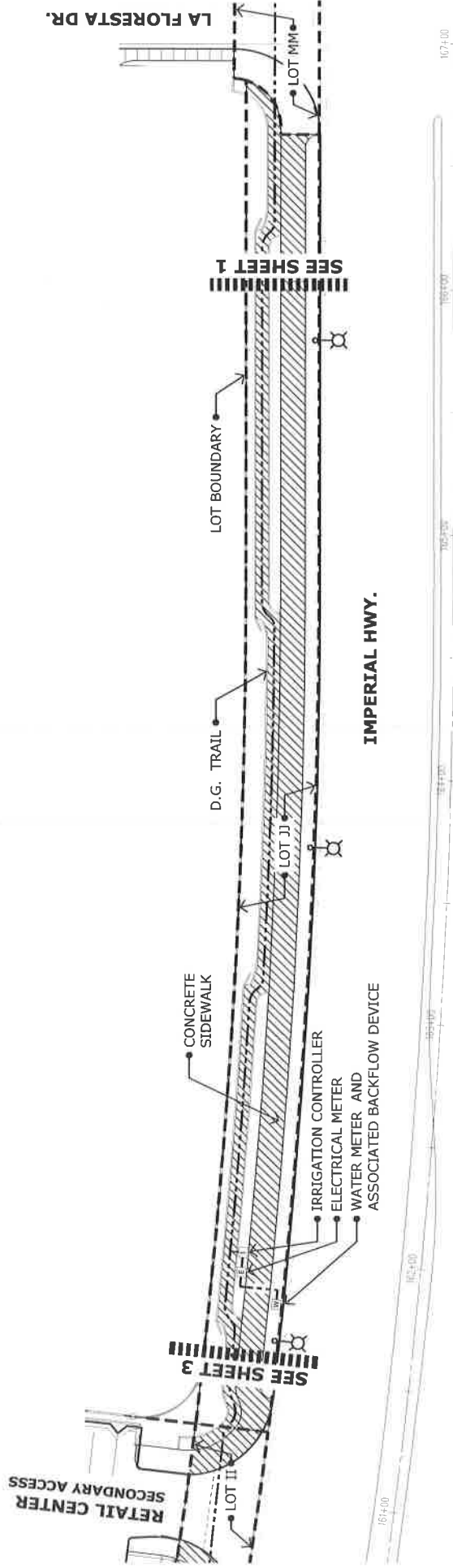
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Date: 02/09/18

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LOCATIONS OF CITY EASEMENT AREAS

CITY-MAINTAINED IMPROVEMENTS



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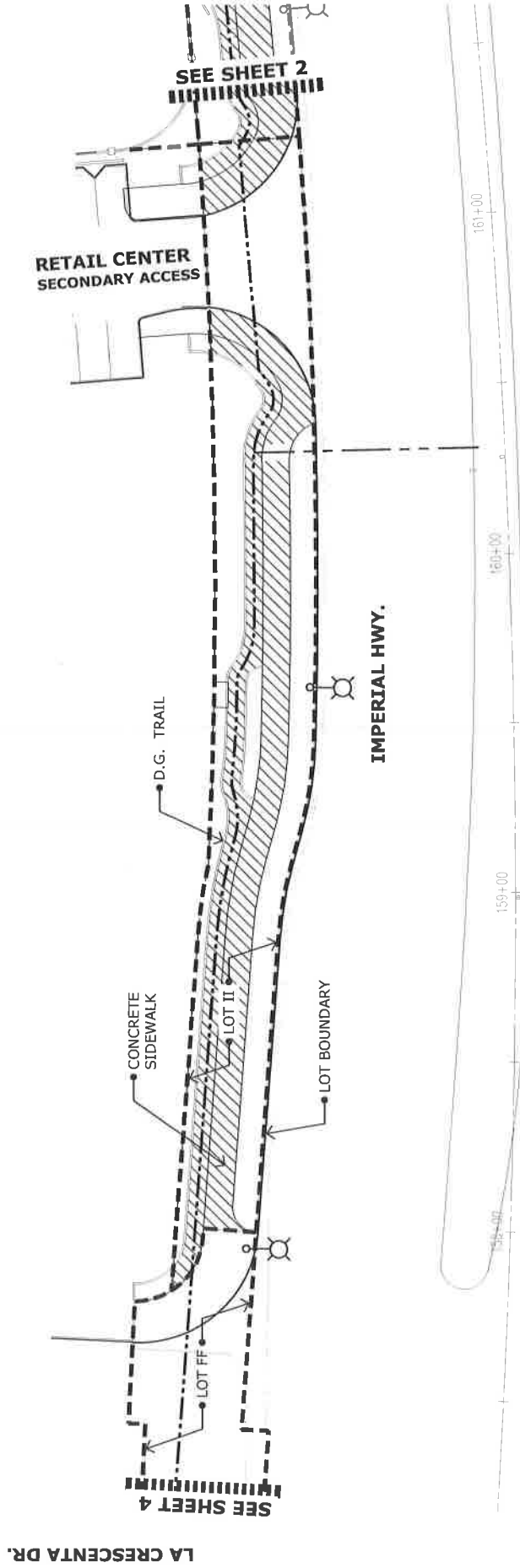
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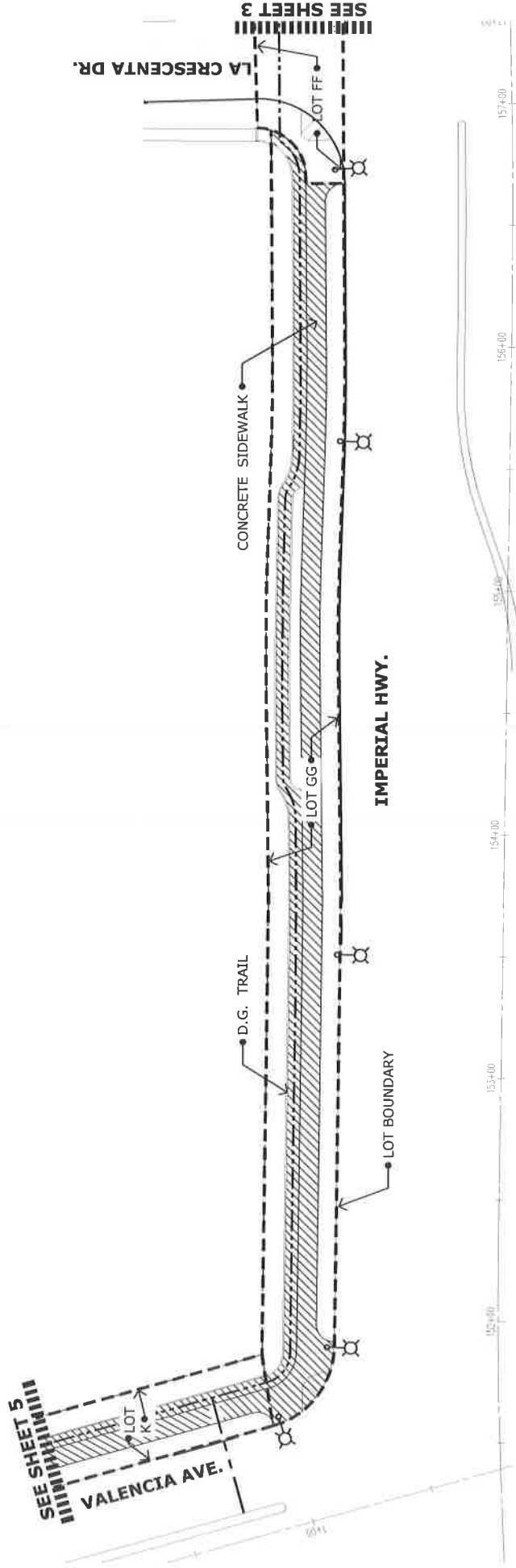
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Sheet 3 of 23

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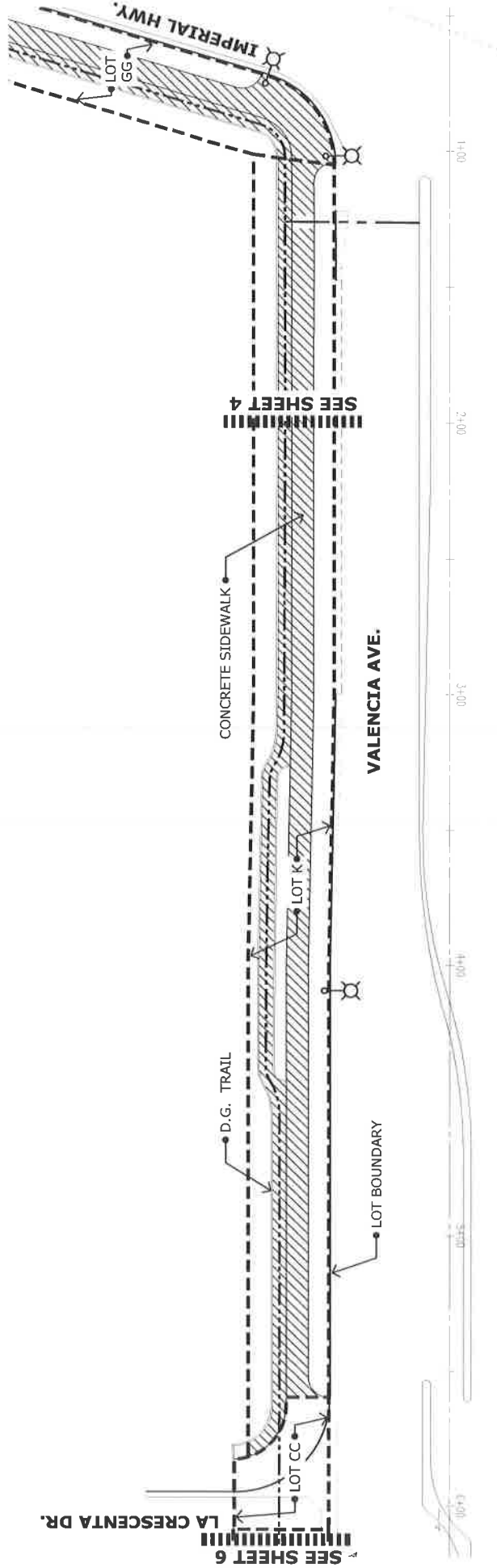
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Sheet 4 of 23

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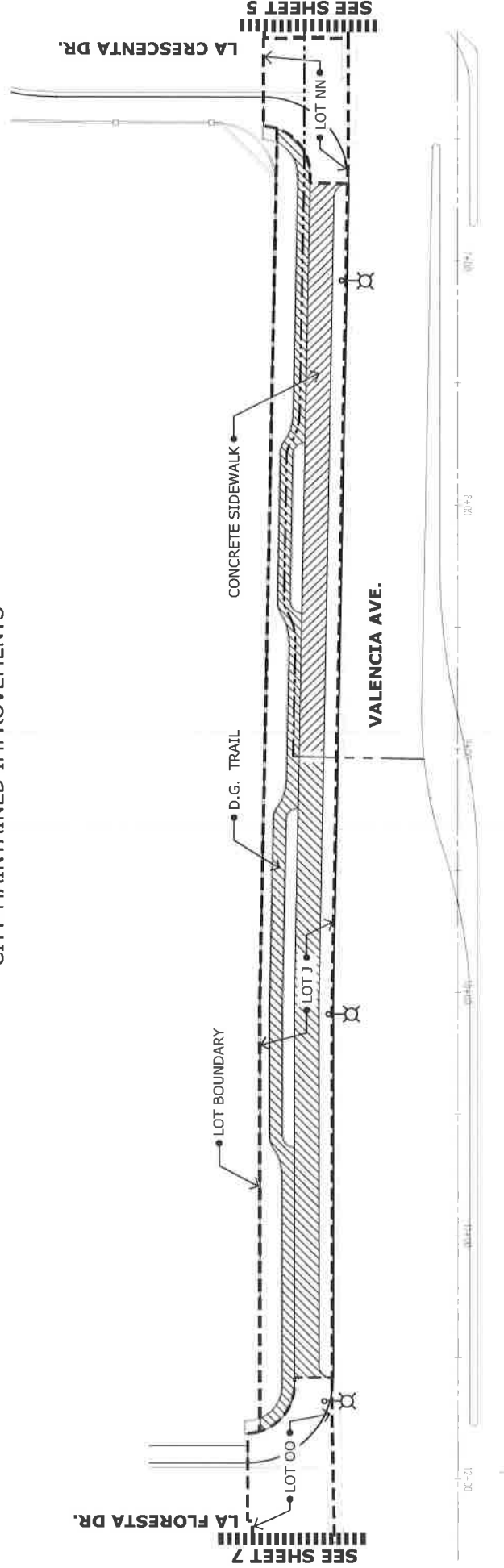
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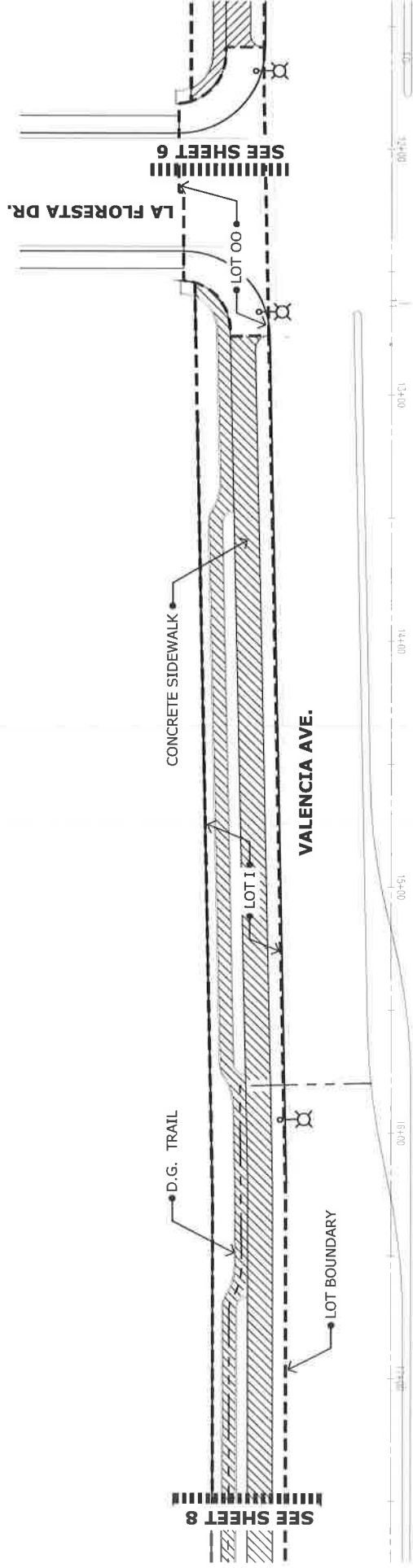
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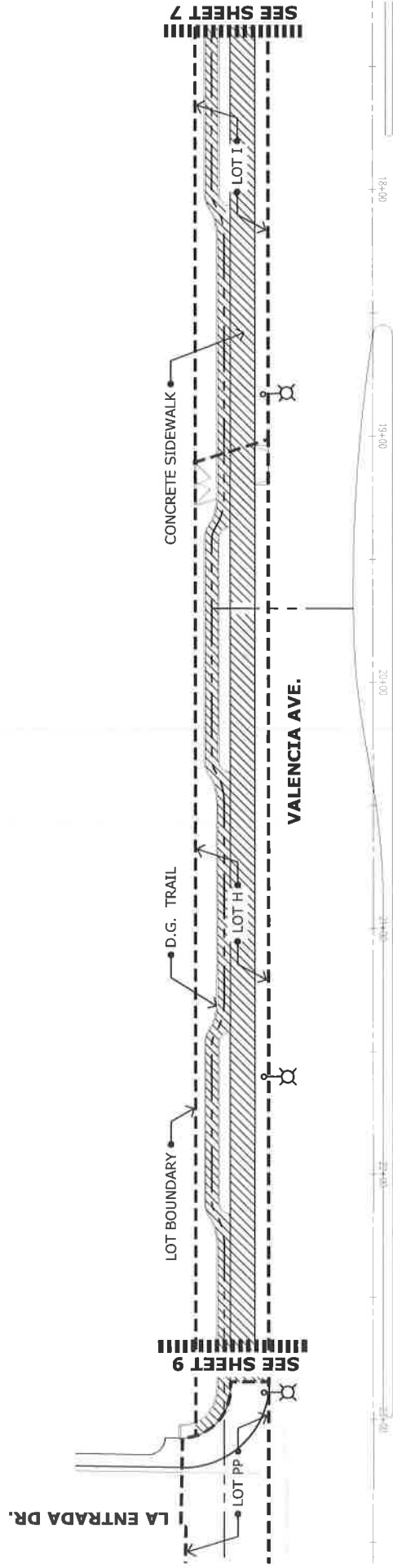
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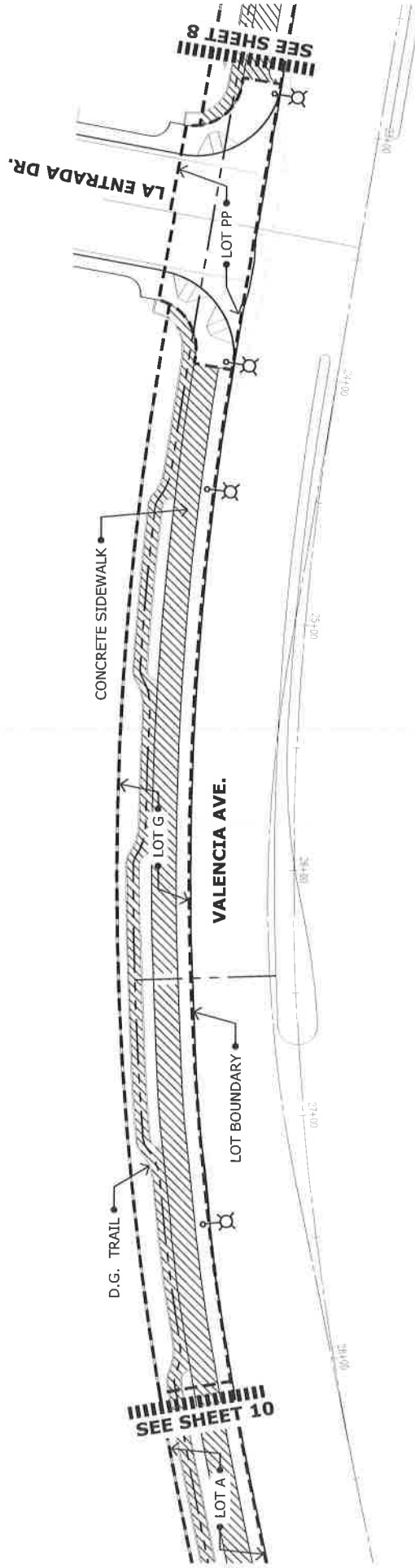
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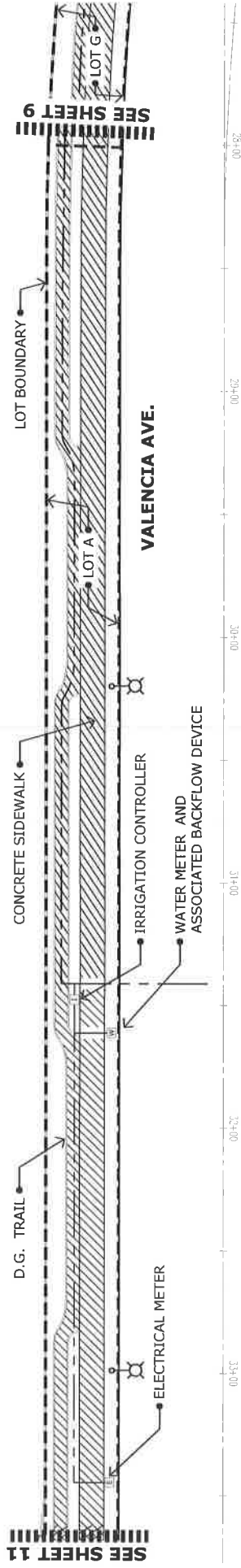
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EXHIBIT A

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CITY-MAINTAINED IMPROVEMENTS



FACILITIES SERVICING
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STREET LIGHTS, PULL BOXES,
CONDUIT, PEDESTAL

NOTE:
MAINTENANCE EASEMENT EXTENDS 2
FEET ON EITHER SIDE OF THE UTILITY
STRUCTURE, MAINLINE, LATERALS,
CONDUIT OR SLEEVES.

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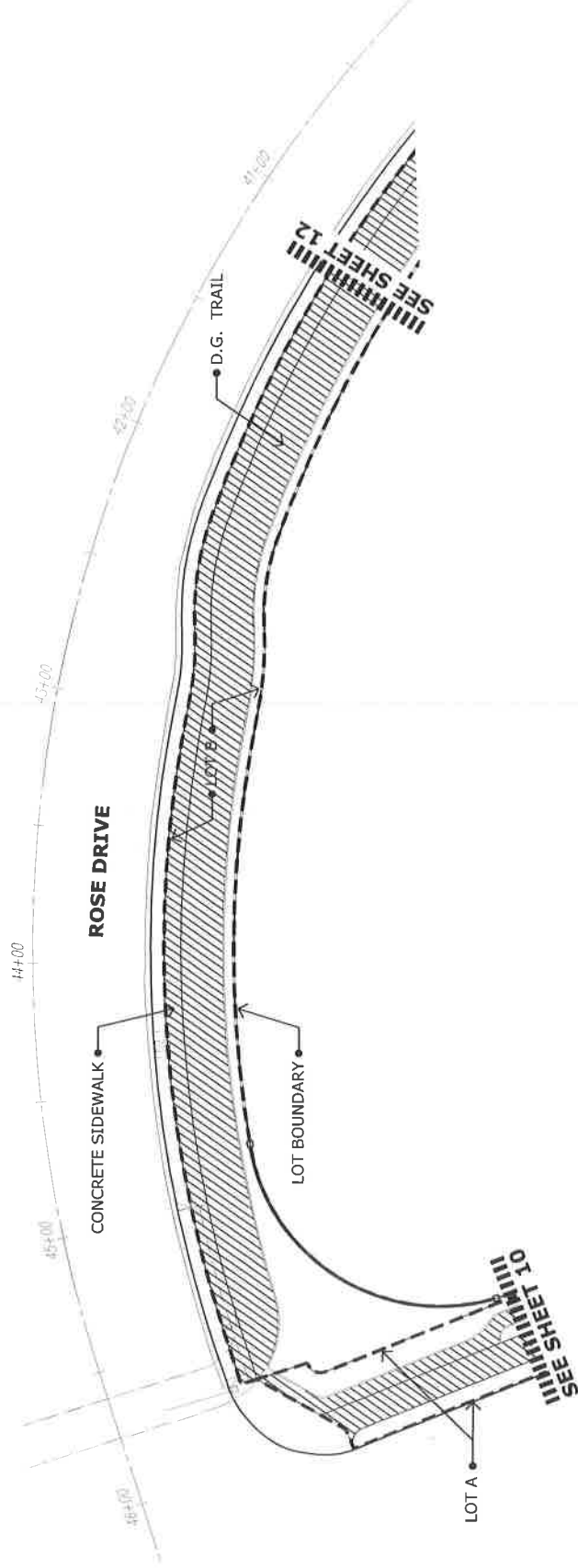
Exhibit Not To Scale

Date: 02/09/18

EXHIBIT A

LOCATIONS OF CITY EASEMENT AREAS

CITY-MAINTAINED IMPROVEMENTS



LEGEND

- COMMUNITY TRAILS (DUAL TREAD)
- INCLUDES THE SIDEWALK AND
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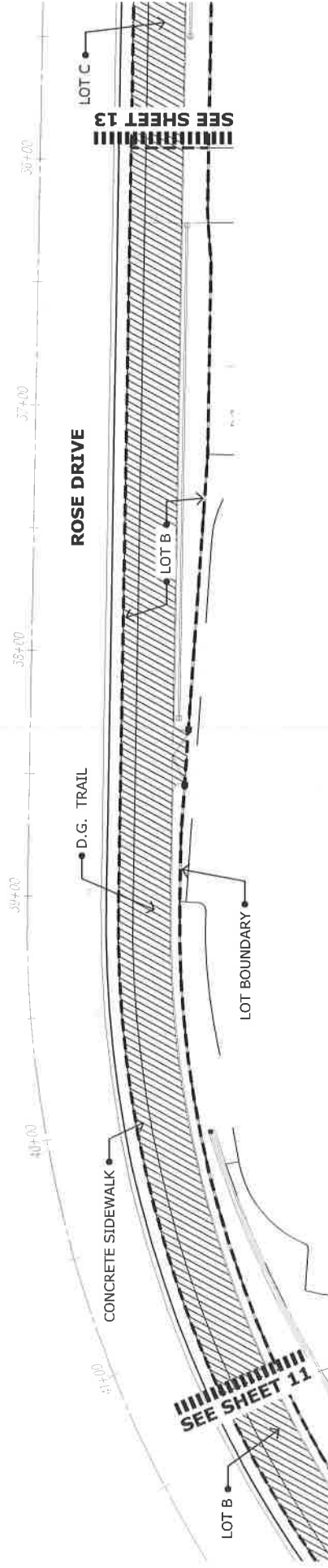
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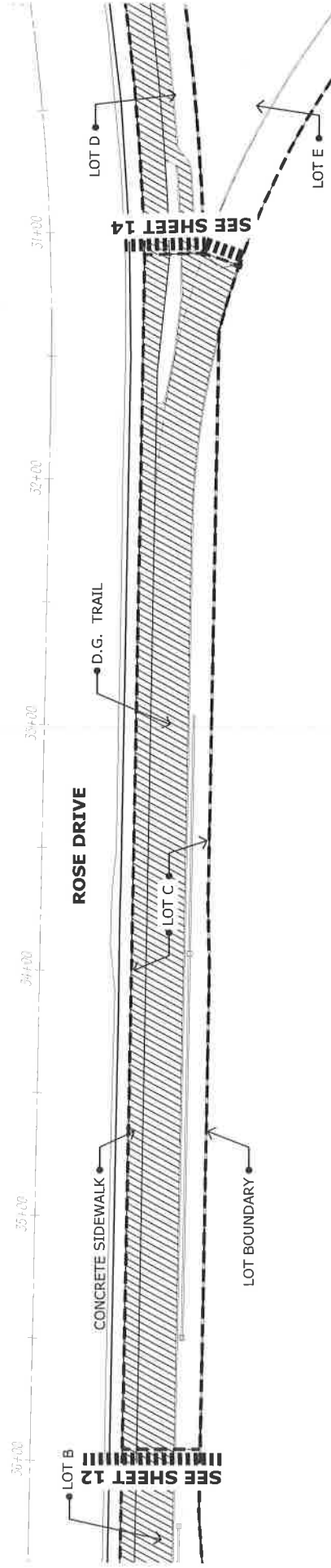
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Sheet 12 of 23

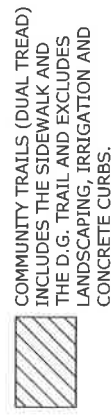
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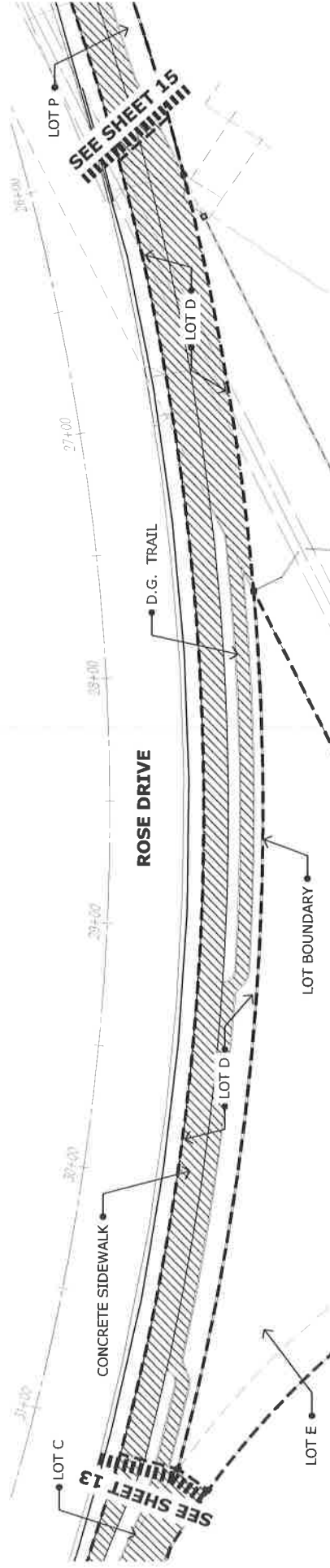
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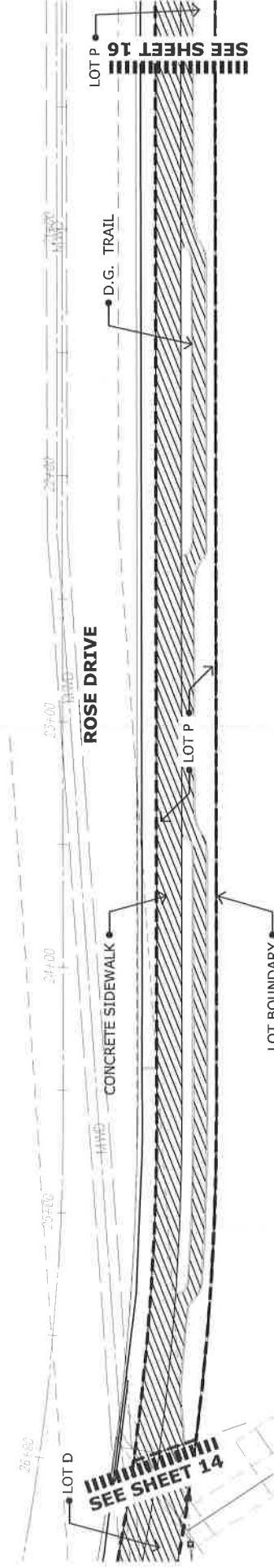
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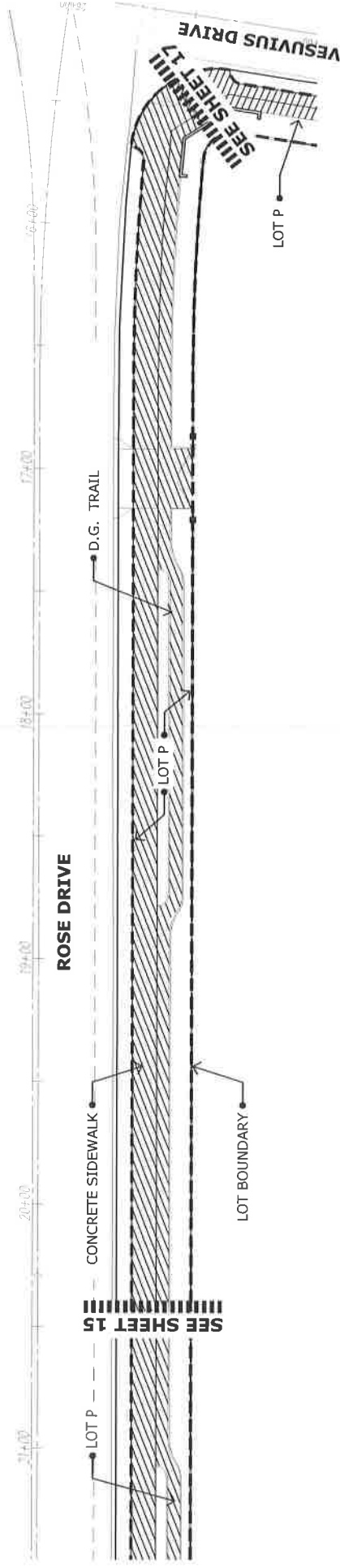
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Sheet 15 of 23

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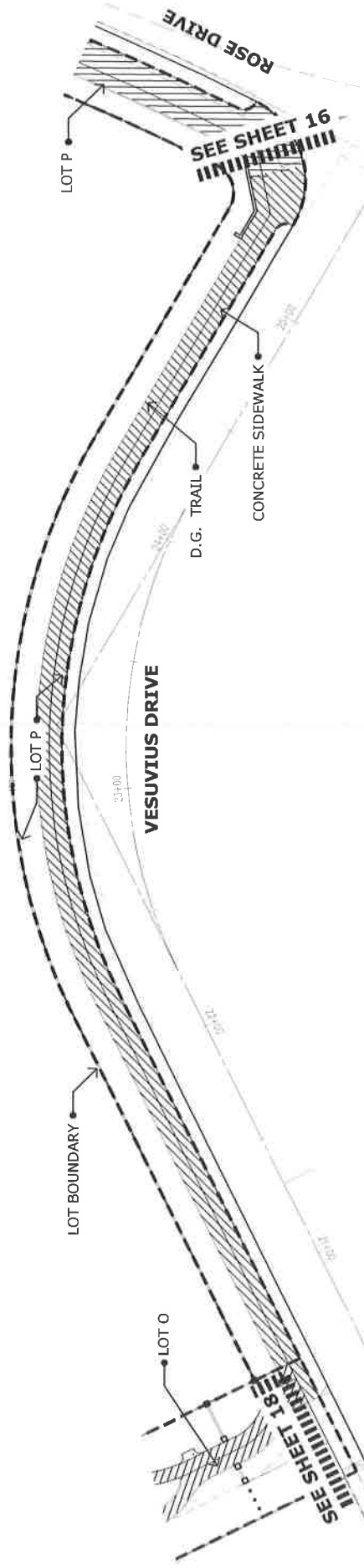
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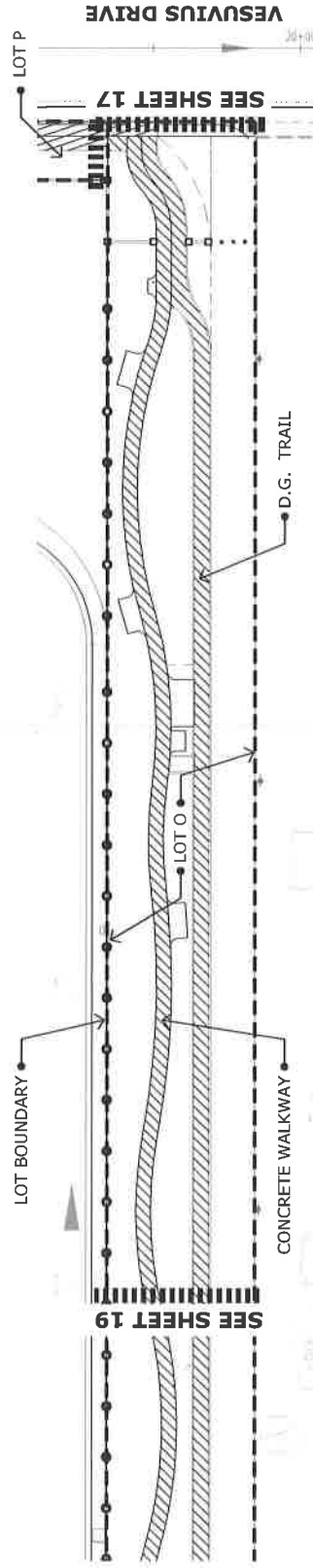
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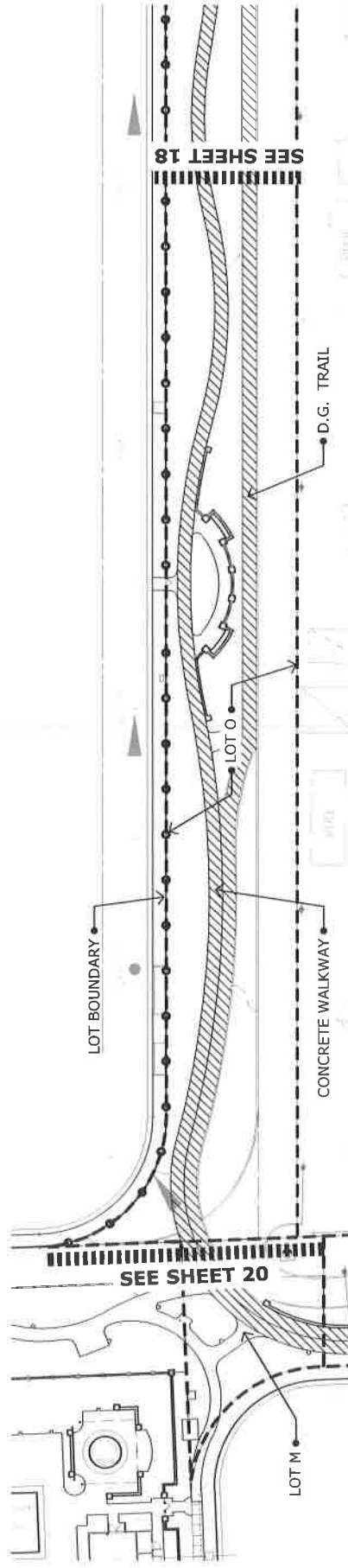
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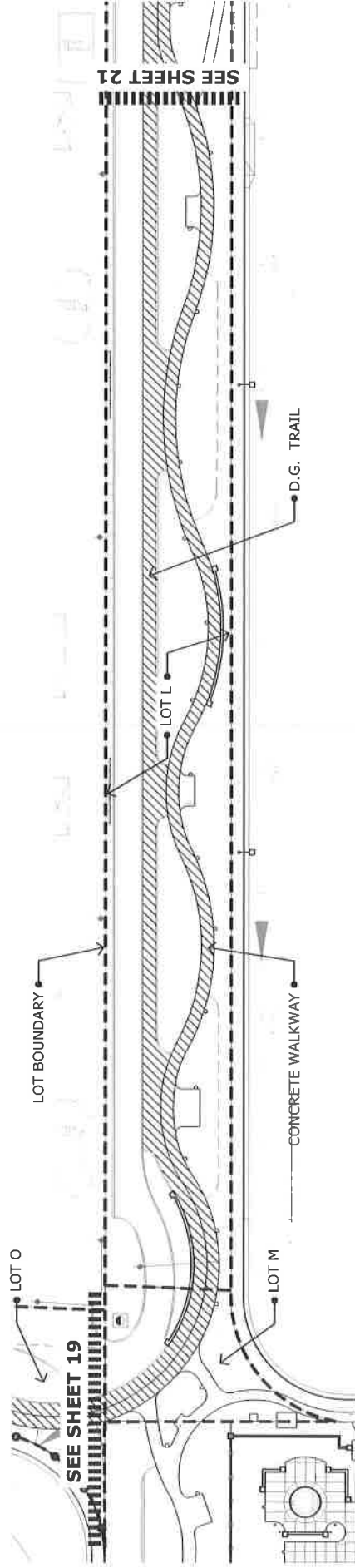
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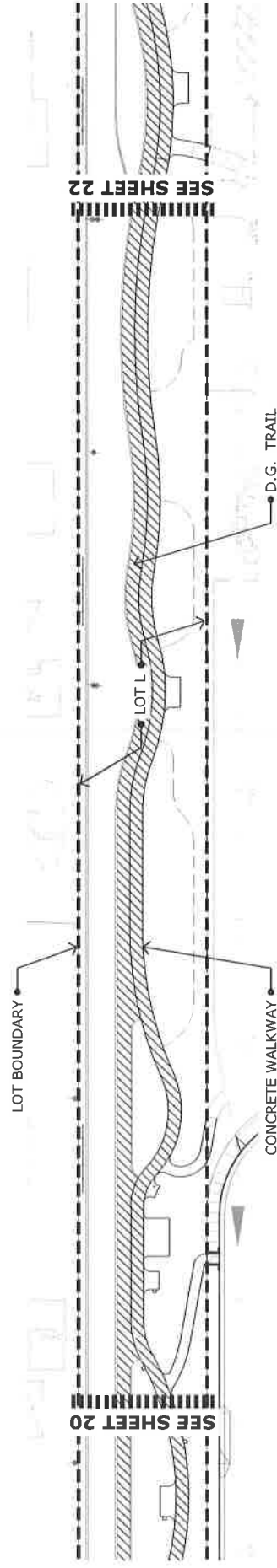
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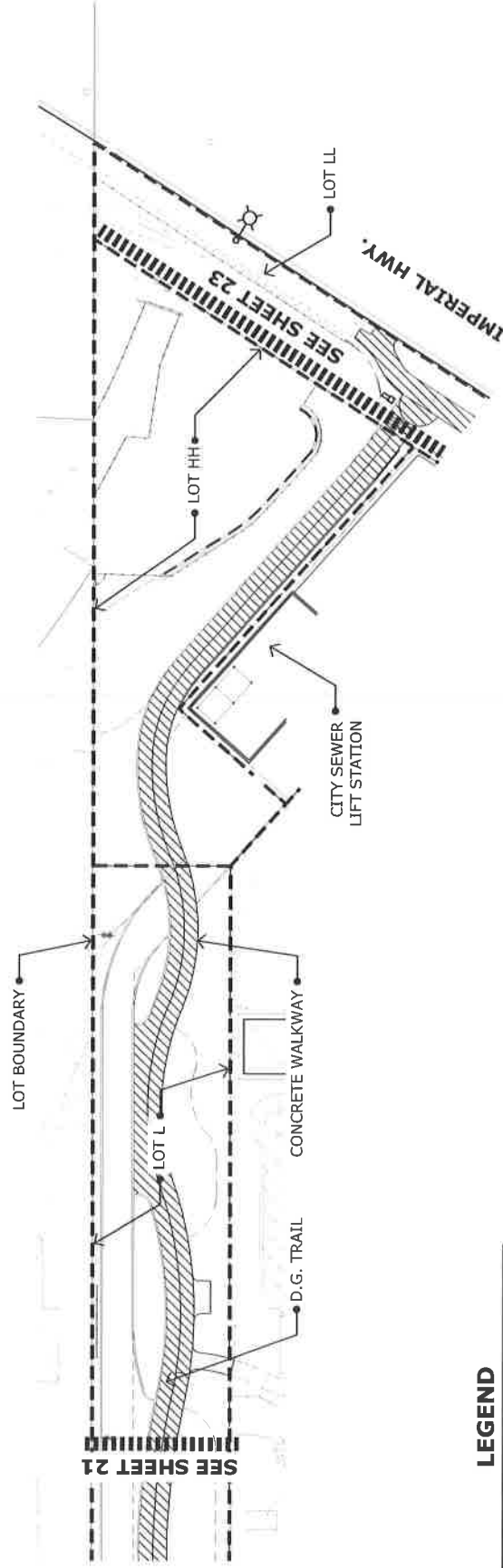
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Sheet 22 of 23

CITY-MAINTAINED IMPROVEMENTS

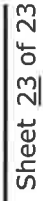
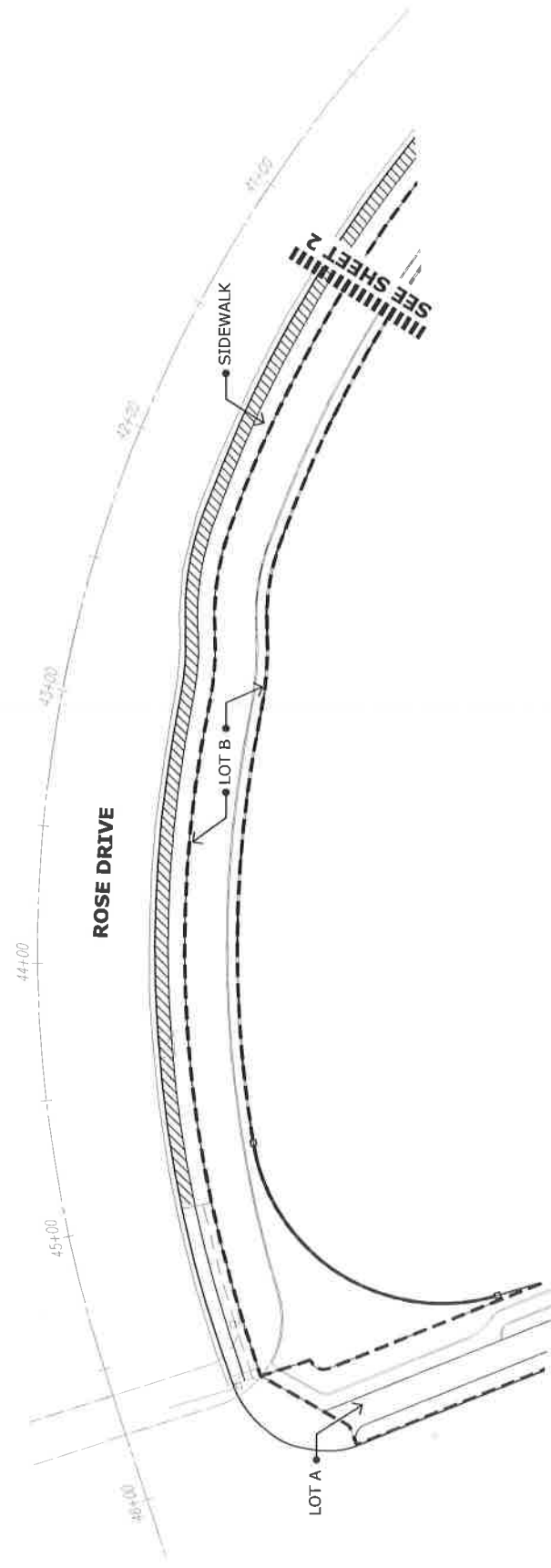


EXHIBIT B
TO EASEMENT AND ENCROACHMENT AGREEMENT
LOCATIONS OF PUBLIC PARKWAY LANDSCAPE IMPROVEMENTS

EXHIBIT B
LOCATIONS OF PUBLIC PARKWAY
LANDSCAPE IMPROVEMENTS
MAINTAINED BY ASSOCIATION



LEGEND

LONG-TERM ENCROACHMENT IN
PUBLIC-RIGHT-OF-WAY FOR MAINTENANCE AND
REPAIR OF ALL THE PUBLIC PARKWAY LANDSCAPE
IMPROVEMENTS ON ROSE DRIVE AND VESUVIUS DRIVE
IN THE LOCATIONS DEPICTED ON THIS EXHIBIT B.

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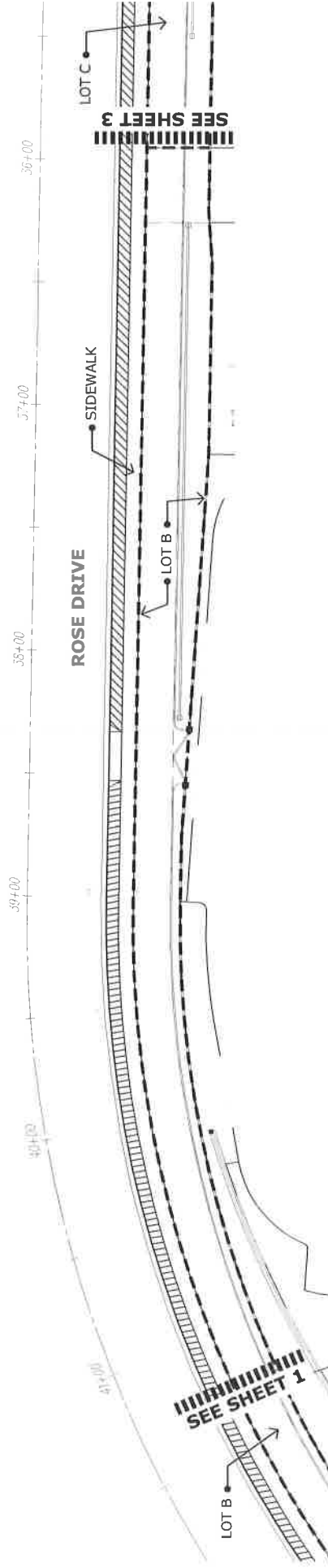


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EXHIBIT B

**LOCATIONS OF PUBLIC PARKWAY
LANDSCAPE IMPROVEMENTS
MAINTAINED BY ASSOCIATION**



LEGEND

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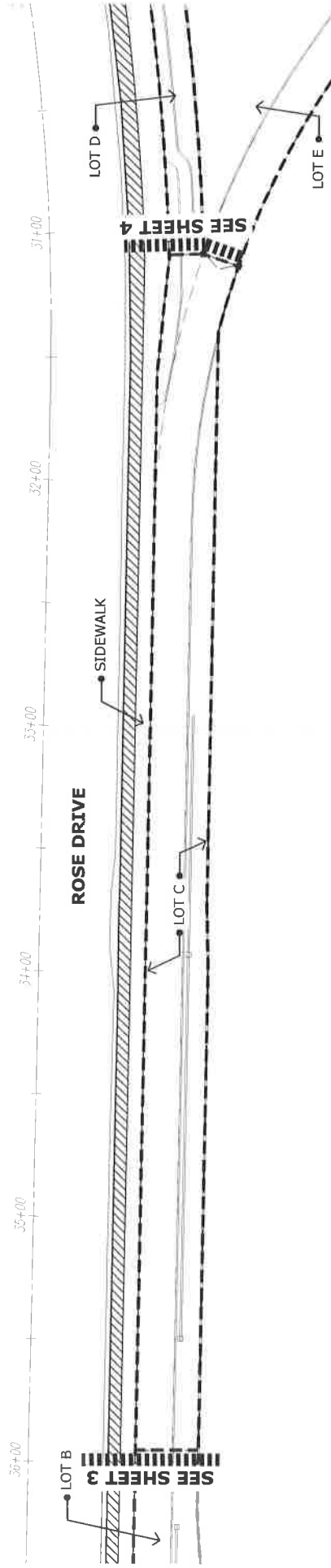


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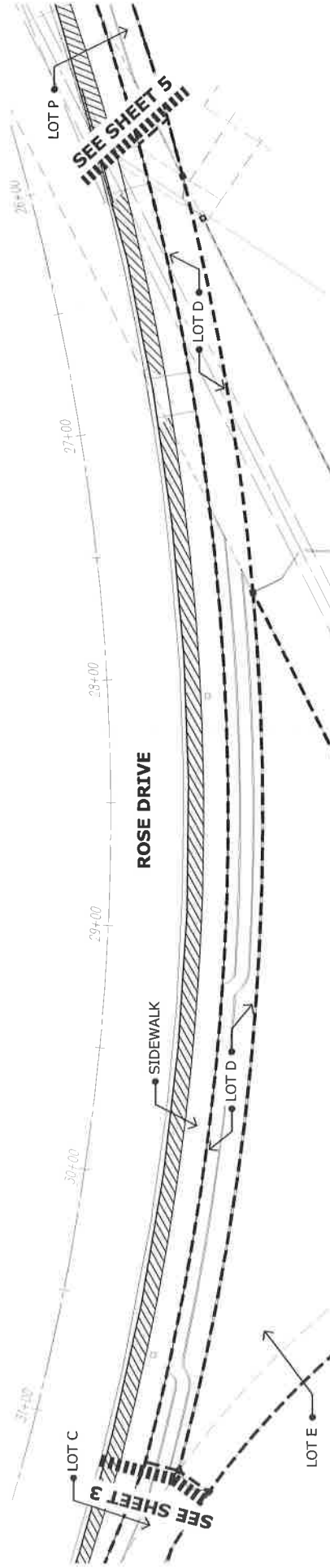


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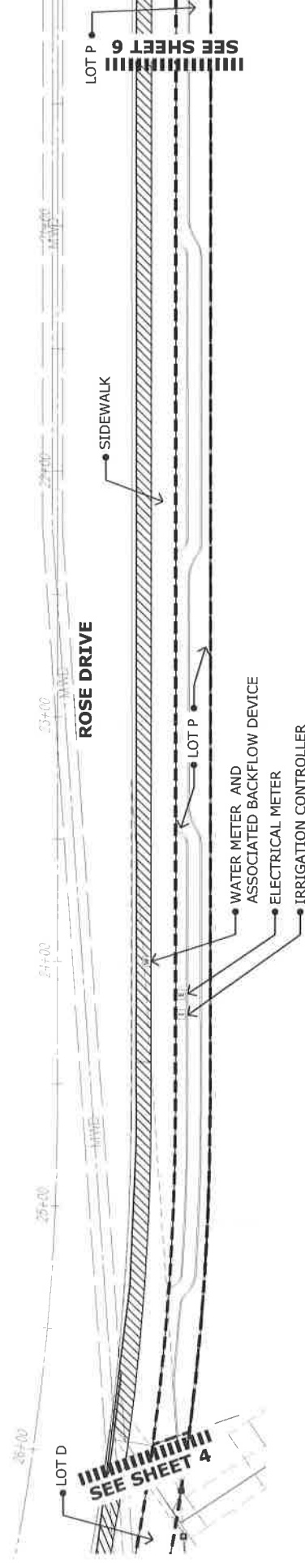


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[E] ELECTRICAL METER

[W] WATER METER

[I] IRRIGATION CONTROLLER

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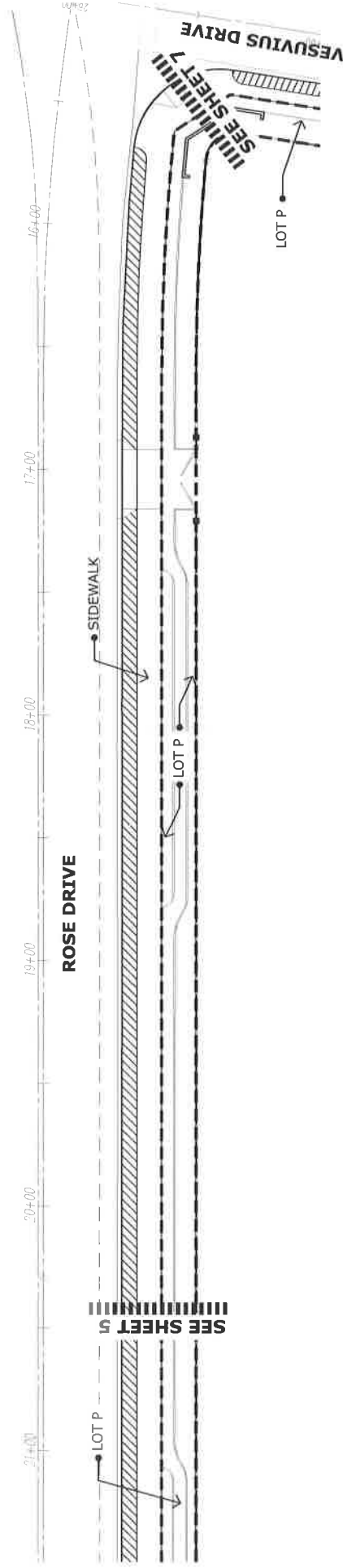
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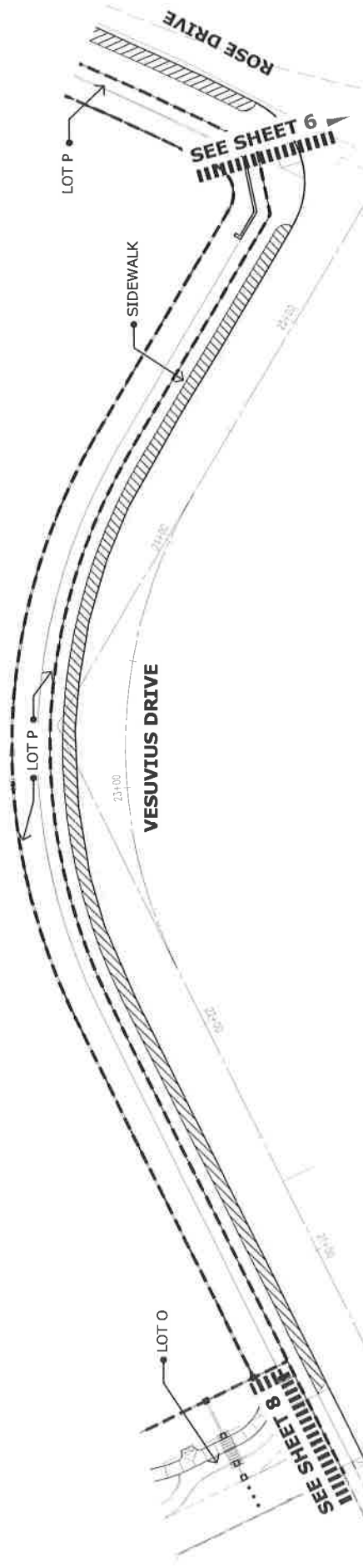


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City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Consideration and Adoption of Resolutions Authorizing Application for Funds from the Bicycle Corridor Improvement Program for Western Extension to The Tracks at Brea Trail (7946)

RECOMMENDATION

Adopt Resolutions

BACKGROUND/DISCUSSION

The Orange County Transportation Authority has announced a competitive grant called the Bicycle Corridor Improvement Program (BCIP), which makes funding available to local Orange County agencies for bicycle and pedestrian projects that reduce traffic congestion and improve air quality. The BCIP has a total of \$25 million available for Orange County agencies. Each grant application has a maximum request amount of \$4 million. Staff recommends applying for BCIP funds for the Western Extension of the Tracks at Brea (Western Extension).

The Western Extension is the final portion of The Tracks at Brea. This final segment would connect to our existing trail near Brea Creek Channel and run along the existing Union Pacific right-of-way and connect to La Habra's trail near Palm Street. The scope of the project is to construct a dual tread trail consisting of a ten (10) foot asphalt bike path and a five (5) foot decomposed granite walking/jogging surface. In order to construct these improvements, a fifteen (15) foot wide easement from Union Pacific would be needed. Constructing these improvements not only completes the final connection to the Tracks at Brea, but will also fill the gap in the countywide 66-mile OC Loop bicycle trail.

Staff has submitted the following two BCIP applications: 1) Funding for Right-of-Way Acquisition and preparation of Plans, Specification, and Estimate (PS&E), and 2) Funding for Construction. If received, the first grant would provide \$2,586,025 of funding toward the right-of-way acquisition from Union Pacific Railroad as well as the preparation of final design, also known as the PS&E. The second grant would provide \$3,916,703 for the trail construction.

It should be noted that the City recently applied for an Active Transportation Program (ATP) grant to cover the same costs that are covered in the two BCIP grants. Grant awards for ATP will be announced in January 2019 and if the funds requested in the ATP grant are awarded, then City staff will notify the BCIP grant administration and withdraw these two BCIP applications.

FISCAL IMPACT/SUMMARY

This grant opportunity requires a minimum of 12% match. The points received for local match range from 0 points for 12% and 15 points for a local match of 27% or above. Given our first priority to acquire the easement and prepare the final design, staff recommends matching with 27% or \$956,475 for maximum points (15 out of 15) for the first application. To relieve stress on our local funds and allow staff to apply for other grant opportunities as they come up, staff has requested for these grant funds in FY23-24. However, if the project is ready to move forward sooner, the funding could be advanced. For the second grant application, a 17% match or \$802,216 is recommended for 5 points out of 15 since the requested funding amount and resulting local match is higher. If awarded, the plan is to request for these funds in FY24-25.

The source of local matching funds would come from other non-federal grant funds and/or from local sources such as Park Development Fund. Staff fully intends to utilize other grants as a local match before recommending use of local funds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Roslyn Lau, Management Analyst II

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

Attachments

Resolution - ROW

Resolution - CON

RESOLUTION NO. 2018-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE OC LOOP GAP CLOSURE RIGHT-OF-WAY PROJECT (7946)

A. RECITALS.

WHEREAS, the United State Congress enacted the Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, (AGENCY) possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the City Council authorizes the nomination of OC Loop Gap Closure – Right-of-Way, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Brea to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Brea will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility or activity; and

December 4, 2018
RESO. 2018-061

WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the City of Brea or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the City of Brea will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the City of Brea will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Brea commits \$956,475 of Park Development Funds and will provide 27% of the total project cost as match to the requested \$2,586,025 in OCTA CMAQ funds for a total project cost estimated to be \$3,542,500.

WHEREAS, the City of Brea may elect to commit additional funds to the OC Loop Gap Closure – Right-of-Way to fund an expanded scope which provides additional quantifiable benefits. The City of Brea is required to notify OCTA to grant approval prior to commencing on the additional scope; and

WHEREAS, the City of Brea will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Brea's City Council authorizes the execution of any necessary cooperative agreements between the City of Brea and OCTA to facilitate the delivery of the project; and

December 4, 2018
RESO. 2018-061

WHEREAS, the City of Brea will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding; and

B. RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Brea, hereby authorizes City Manager as the official representative of the City of Brea to apply for the Congestion Mitigation and Air Quality Improvement Program funding under the Fixing America's Surface Transportation Act for OC Loop Gap Closure – Right-of-Way.

BE IT FURTHER RESOLVED that the City of Brea agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

APPROVED AND ADOPTED this 4th day of December, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

December 4, 2018
RESO. 2018-061

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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-061

RESOLUTION NO. 2018-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE OC LOOP GAP CLOSURE CONSTRUCTION PROJECT (7946)

A. RECITALS.

WHEREAS, the United State Congress enacted the Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, (AGENCY) possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the City Council authorizes the nomination of OC Loop Gap Closure – Construction, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Brea to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Brea will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility or activity; and

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WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the City of Brea or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the City of Brea will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the City of Brea will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Brea commits \$956,475 of Local Funds and will provide 27% of the total project cost as match to the requested \$2,586,025 in OCTA CMAQ funds for a total project cost estimated to be \$3,542,500.

WHEREAS, the City of Brea may elect to commit additional funds to the OC Loop Gap Closure – Construction to fund an expanded scope which provides additional quantifiable benefits. The City of Brea is required to notify OCTA to grant approval prior to commencing on the additional scope; and

WHEREAS, the City of Brea will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Brea's City Council authorizes the execution of any necessary cooperative agreements between the City of Brea and OCTA to facilitate the delivery of the project; and

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WHEREAS, the City of Brea will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding; and

B. RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Brea, hereby authorizes City Manager as the official representative of the City of Brea to apply for the Congestion Mitigation and Air Quality Improvement Program funding under the Fixing America's Surface Transportation Act for OC Loop Gap Closure – Right-of-Way.

BE IT FURTHER RESOLVED that the City of Brea agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

APPROVED AND ADOPTED this 4th day of December, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

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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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-062

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Amendment No. 2 to Professional Services Agreement with Parsons Transportation Group, Inc. for Design and Construction Support Services for the SR-57 & Lambert Road Interchange Improvements, CIP 7251

RECOMMENDATION

Approve Amendment No. 2 to Agreement.

BACKGROUND/DISCUSSION

The State Route (SR)-57 & Lambert Road Interchange Improvements ("Project"), Project 7251, was initiated in 1999 between the City of Brea and the State of California Department of Transportation ("Caltrans") to address traffic congestion on Lambert Road at the SR-57 interchange and at the adjacent intersection of Lambert Road and State College Boulevard.

On June 16, 2015, the City Council approved a Professional Services Agreement ("PSA") with Parsons Transportation Group, Inc. ("Parsons") to complete the "Plans, Specifications, and Estimate Phase" ("PS&E Phase") for the Project in the amount of \$3,320,000 with a \$100,000 contingency and total PSA amount of \$3,420,000. The original scope of work for this PSA was defined to complete the PS&E for the preferred project alternative. In December 2016, the 65% PS&E was completed for the preferred project alternative with some modifications to the design which included additional widening of the existing Lambert Road bridge to accommodate a future Caltrans truck climbing lane. Soon thereafter, the Project was separated into four (4) phases due to construction funding constraints, with the focus on completing the PS&E Phase for the Phase 1 Project. Phase 1 construction would add the northbound loop on-ramp and realign northbound off-ramp and modify the existing northbound on-ramp north of Lambert Road (East of SR-57). PS&E for Phase 1 was completed to 90% in late 2017.

In early 2018, with the award of SB1 funds for project construction, staff recommended completing the final PS&E for the entire project under an accelerated schedule to avoid the possibility of losing SB1 funding if a voter referendum was passed in November 2018. This required considerable additional work with very tight deadlines and required additional resources. At the March 20, 2018 City Council meeting, Council approved Amendment No. 1 to the Parsons' contract agreement for an additional not-to-exceed fee of \$2.15 million. This amended fee would bring the total PSA for the Project to \$5.57 million. In August 2018, Parsons delivered the final PS&E for the entire project to Caltrans on time in order to request for the allocation of funding from the California Transportation Commission (CTC) at their October 2018 meeting. At this meeting, the CTC allocated \$65.7M to the City of Brea and Caltrans. Caltrans

has taken over the project and will oversee the bidding and construction phases.

However, there are still two design items that the City of Brea still needs to address. These involve the re-design of 2 of the soundwalls. One is the wall near the residents along the northbound on-ramp. The other is the proposed soundwall (with transparent glass) that is to be located near the El Torito Restaurant.

Regarding the first wall, you may recall that a noise study was prepared for the project. At the time the original plans were completed, a soundwall height of 12 foot 4 inches was anticipated. However, after Caltrans review and City's request to consider a taller wall, the noise study was revised and a taller wall was determined to be both feasible and reasonable. Shortly thereafter, in September 2018, staff conducted a formal survey and held a meeting with residents adjacent to this proposed wall to get input towards the proposed soundwall heights. The residents overwhelmingly voted for a soundwall height of 16 feet, knowing that in some cases only a 14 foot wall could be built.

Regarding the second wall near the El Torito Restaurant, the property owner requested that the height of the transparent glass within the proposed soundwall be reduced by three feet. This request was made during right-of-way acquisitions negotiations and well after the design plans had been completed.

Since the PS&E has been completed and the project has been advertised for bids, these design changes need to be incorporated into the project by issuance of an addendum to the bid documents. Parsons submitted the attached proposal dated November 26, 2018 in the amount not-to-exceed \$507,920 which includes the soundwall redesign (\$207,920) and construction support (\$300,000), which will allow Parsons to review questions and provide clarifications during the construction phase. Construction support was always anticipated and would be needed with or without the re-design. The high cost of the redesign is primarily due to the need to re-analyze any impacts that the additional weight the soundwall would have on the existing structure. A detailed scope-of-work is attached to the proposed amendment. Staff will closely monitor the fee and hours charged against the redesign to ensure no additional or unnecessary charges are applied.

FISCAL IMPACT/SUMMARY

There are sufficient competitive Measure M2 and Traffic Impact fees available for the proposed amendment. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Dep. Dir. PW/City Engineer

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

Attachments

Parsons November 26, 2018 Letter
Amendment No.2

November 26, 2018

Michael Ho
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle
Brea, CA 92821

City Project No: 7251
Caltrans EA No: 0C1101
Parsons Project No.: 648305

Subject: Amendment #2, Revised Services for SR 57 & Lambert Road Interchange Improvements Project

Dear Michael,

Pursuant to recent discussions, transmitted herewith is Parsons proposal for an amendment to provide additional management, design, and engineering support during construction services.

Parsons original and Amendment #1 contract scope of work and fee included delivery of the Full Interchange AAA-ready PS&E in October 2018. After transmittal of the final PS&E package, a request to increase the southbound on-ramp soundwall height to sixteen feet was initiated by city staff. Additionally, engineering support during construction (ESDC) was identified in the original and amendment #1 contract scope to be subject a separate approval by the City. The Project bids are scheduled for opening in January 2019, with Caltrans expecting engineering support of the project to begin shortly thereafter. The ESDC will be billed on a Time & Materials basis. We are currently estimating the total fee for this task will be \$454,000. An initial budget of \$300,000 is requested for the ESDC task at this time. An additional budget request will be prepared at a later date if this amount is not sufficient. The following additional costs are identified at this time to provide the additional services:

- Soundwall Height Contract Change Order Design.....\$ 207,920
- Engineering Support During Construction (Time & Materials).....\$ 300,000

Total Additional Budget Request.....\$ 507,920

The additional scope of services is shown as Attachment "A", and the revised budget for the additional services is shown on Attachment "B".

Thank you for your consideration and we look forward to successfully delivering the SR 57 & Lambert Interchange Improvements Project to the City of Brea.

Sincerely,

PARSONS



Mike Roberts, P.E.
Project Manager

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 to Professional Services Agreement is made and entered into this 4th day of December 2018, by and between **Parsons Transportation Group Inc.** ("CONSULTANT") and the **CITY OF BREA** ("CITY").

A. Recitals.

(i) On or about June 16, 2015, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT provides professional services with respect to the preparation of Plans, Specifications, and Estimate for the SR-57 & Lambert Road Interchange Improvements ("Project"). On or about March 20, 2018, Amendment No. 1 to the consulting agreement was adopted which amended the Project's Scope of Work, compensation, and Schedule. The consulting agreement, together with Amendment No.1, are collectively referred to herein as the "Agreement".

(ii) The parties hereto desire to further amend the Agreement's Scope of Work and to increase the total contract amount to reflect the additional work, from \$5,570,000 to \$6,077,920, and to amend the Project Schedule to accommodate the additional work.

B. Amendment.

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

1. Notwithstanding any provision of the Agreement, the Scope of Work described in Section B.2 (a) and (b) of the Agreement is amended by adding the work described in Exhibit "A" attached hereto and incorporated by reference herein.
2. Notwithstanding any provision of the Agreement, the Project Schedule, including the Completion Date, set forth in Section B.1 (c) and B.2.(b) of the Agreement is hereby amended as set forth in Exhibit "A" attached hereto.
3. Notwithstanding any provision of the Agreement, the total contract amount set forth in Section B.3 (a) of the Agreement is hereby increased from \$5,470,000 plus \$100,000 contingency (\$5,570,000) to a total, Not-To-Exceed amount of \$6,077,920, as more fully described in Exhibit "B" attached hereto and incorporated by reference herein.
4. Except as amended by this Amendment No. 2, all terms and conditions of the Agreement remain unchanged and in full force and effect.
5. The persons executing this Amendment No. 2 warrant that, on behalf of their respective parties, they are authorized to execute this Amendment, and that this Amendment 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

CONSULTANT

Parsons Transportation Group Inc.

Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

(two corporate signatures required)

EXHIBIT “A”

Amended Scope of Work for Soundwall Height Revisions and Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Work will be performed according to the scope discussed in the following paragraphs.

3.7 Task 7 Project Management and Design Support During Construction

Upon award of the construction contract, CONSULTANT shall proceed with the Construction Support Phase services. During construction, the CONSULTANT shall furnish all necessary additional drawings for corrections and change orders required by errors and omissions of CONSULTANT. Any and all drawings required for corrections or change orders necessitated by errors or omissions of CONSULTANT shall be provided at CONSULTANT's sole expense. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the CITY and/or Caltrans for duplication and distribution. Drawings and change orders which are required due to the actions of the CITY and/or Caltrans, which are beyond the scope of the ENGINEER's responsibilities, shall be considered extra services. Subject to the NOT-TO-EXCEED amounts set forth in this Amendment No. 2, Task 7 will be invoiced on a Time & Materials basis.

3.7-1 Roadway Design Support

CONSULTANT shall be available to visit the jobsite for on-site review of construction and other visits to the jobsite as requested by the CITY and/or Caltrans to resolve any discrepancies in the contract documents. CONSULTANT shall bring to the attention of the Resident Engineer any defects or deficiencies in the work by the construction contractor which the CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of the CITY and/or Caltrans or to deputize another to do so. CONSULTANT shall furnish all necessary drawings for corrections and change orders required by errors and omissions CONSULTANT. Any and all drawings required for corrections or change orders necessitated by errors or omissions of CONSULTANT shall be provided at CONSULTANT's sole expense. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the CITY and/or Caltrans for duplication and distribution. Drawings and change orders required due to actions of the CITY and/or Caltrans, which are beyond the scope of CONSULTANT's responsibilities, shall be considered extra services. CONSULTANT shall be available to visit the job site for on-site review of construction, as requested by the CITY and/or Caltrans to resolve discrepancies in the contract documents. CONSULTANT shall respond within twenty four (24) hours.

Deliverable: CONSULTANT shall provide roadway design support as described above.

3.7-2 Shop Drawing Review

CONSULTANT shall review and approve submittals and shop plan drawings requested by the resident engineer within forty eight (48) hours of receipt.

Deliverable: CONSULTANT shall review and approve shop drawings as described above.

3.7-3 Geotechnical Design Support

CONSULTANT shall be available during all City and Cal-Trans business hours to clarify geotechnical information and answer questions during the construction of the project.

Deliverable: CONSULTANT shall provide geotechnical design support as described above.

3.7-4 Electrical Design Support

CONSULTANT shall be available during all City and Cal-Trans business hours to clarify electrical design information and answer questions during the construction of the project.

Deliverable: CONSULTANT shall provide electrical design support as described above.

3.7-5 Pre-construction Meeting

CONSULTANT shall attend the pre-construction meeting(s) with the successful construction contractor.

3.7-6 “As-built” Plans

CONSULTANT shall, using ‘red-lined’ drawings from the Resident Engineer, prepare and deliver to the CITY and/or Caltrans, within two months of completion of project construction and filing of a notice of completion, the final “As-Built” plans in electronic format.

Deliverable: CONSULTANT shall prepare and deliver to the CITY and/or Caltrans final “As-Built” plans in electronic format.

[DUPLICATE]

3.11 Task 11 PS&E Contract Change Order

CONSULTANT shall proceed with the PS&E contract change order identified by the City and Caltrans as follows:

3.11-1 Increase Southbound On-Ramp Soundwall Height (Sound Wall Nos. 692 and 706)

CONSULTANT shall revise the plans, specifications, estimate, and supporting calculations to increase the masonry soundwall height from 12’-4” to 16’. This task includes amending the approved foundation report, and revising the Brea Overhead (Widen) structure and the Retaining Wall No. 698 calculations, plans, specifications, and estimate and related roadway sheets. The revised report, calculations, plans, specifications and estimate shall be approved by Caltrans Structures prior to distribution to the Resident Engineer.

Deliverable: CONSULTANT shall prepare and deliver to the CITY and/or Caltrans the updated foundation report, plans, specifications, and estimate for the sheets/pages affected by the increase in soundwall height, in electronic format and including any corrections required by CalTrans, within four (4) weeks of the effective date of this Amendment No. 2.

Task 9 – Project Schedule

The project schedule is extended by 27 months and is revised as follows:

A. Notice to Proceed	TBD (Target December 2018)
B. Award Project	February, 2019
C. Begin Construction	March, 2019
D. Complete Construction	March, 2021

EXHIBIT “B”

Amended Cost Proposal for Soundwall Height Revisions and Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Additional budget to incorporate the Attachment “A” scope items is requested below:

Task 1 – Project Management	No Change
Task 2 – 35% PS&E	No Change
Task 3 – 65% PS&E	No Change
Task 4 – 95% PS&E	No Change
Task 5 – Final PS&E (100 Percent) Submittal	No Change
Task 6 – Construction Bidding Phase	No Change
Task 7 – Construction Support Phase	\$ 300,000
Task 8 – Project Closeout	\$ TBD
Task 9 – Project Schedule	No Change
Task 10 – Supplemental PR and ED	No Change
<u>Task 11 – PS&E Contract Change Order</u>	<u>\$ 207,920</u>
 Total Amendment 2	 \$ 507,920

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: Resolution Concerning Measure M2 Expenditure Report

RECOMMENDATION

Adopt Resolution.

BACKGROUND/DISCUSSION

On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30 year program extension of the original Measure M (1991-2011) to fund countywide transportation facility and service improvements by a transactions and use tax of one-half of one percent (1/2%). M2 requires that each jurisdiction adopt an Annual Expenditure Report to account for funds expended that satisfy the Measure M2 Maintenance of Effort (MOE) requirement and expenditures of all activities funded with M2 revenues within six (6) months of the jurisdiction's fiscal year end. By adopting this Resolution concerning the Measure M2 Expenditure Report, the City will be in compliance with this requirement.

As with the original Measure M, each year, the City must provide specific documentation to the Orange County Transportation Authority (OCTA) in order to maintain Measure M2 eligibility for local fair share and competitive grant funding. OCTA is the local transportation authority responsible for administering proceeds of the M2 sales tax. The City of Brea routinely applies for competitive funding through the Comprehensive Transportation Funding Program (CTFP), which is a component of M2. The CTFP brings a number of competitive grant programs through M2 under one set of procedures and guidelines. M2 funds enable the City to undertake significant capital projects that improve the transportation and circulation system in Brea.

In June 2018, the City successfully submitted all documentation for the annual M2 eligibility requirements, with the exception of this Measure M2 Expenditure Report. The year end expenditure report is required to be submitted by December 31, 2018. The report summarizes all Measure M2 expenditures for the prior fiscal year. A copy of the report is attached to the resolution. By adopting this resolution, it will allow the City to continue receiving OCTA Measure M funds.

FISCAL IMPACT/SUMMARY

The City received \$953,211 of Local Fair Share funding during Fiscal Year 2017-18. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Warren Coleman, Senior Management Analyst

Concurrence: Michael Ho, P.E., Deputy Public Works Director / City Engineer and Tony Olmos, P.E., Public Works Director

Attachments

M2 Report

Resolution

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ (232,000)	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (621,497)	\$ -
Q Local Fair Share	4	\$ 2,133,388	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 61,462	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ (274,666)	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 1,066,687	\$ -
Monies Made Available During Fiscal Year	14	\$ 1,599,689	\$ 4,198
Total Monies Available (Sum Lines 13 & 14)	15	\$ 2,666,376	\$ 4,198
Expenditures During Fiscal Year	16	\$ 1,183,380	\$ 4,198
Balances at End of Fiscal Year			
A-M Freeway Environmental Mitigation	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (645,057)	\$ -
Q Local Fair Share	20	\$ 2,090,581	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 37,472	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ 232,000	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 953,211	\$ 4,198
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 43,076	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 274,666	\$ -
Other*	12	\$ 96,736	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 1,599,689	\$ 4,198
Expenditures:			
A-M Freeway Environmental Mitigation	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 23,560	\$ -
Q Local Fair Share	17	\$ 996,018	\$ 4,198
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 67,066	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ 96,736	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 1,183,380	\$ 4,198
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 416,309	\$ -

* Please provide a specific description

*Other (SR-57 Project G Landscaping Revenue) from OCTA for \$96,736 was used to install landscaping and irrigation along the westside of Aurora Avenue between Greenbriar Lane and Eucalyptus Street. The landscape are buffers to the Glennbrook Tract neighborhood from the northbound freeway.

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other MZ ³	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,113
Construction & Right-of-Way															
New Street Construction	2	-	2,407,694	-	-	-	-	-	-	-	-	-	-	-	2,407,694
Street Reconstruction	3	-	-	-	-	-	-	974,905	4,198	-	-	-	-	-	979,103
Signals, Safety Devices, & Street Lights	4	-	128,099	-	-	23,560	-	-	-	-	-	-	-	-	151,659
Pedestrian Ways & Bikepaths	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drains	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Damage	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Construction¹	8	-	2,535,793	-	-	23,560	-	974,905	4,198	-	-	-	-	-	3,538,456
Right of Way Acquisition	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Construction & Right-of-Way	10	-	2,535,793	-	-	23,560	-	974,905	4,198	-	-	-	-	-	3,538,456
Maintenance															
Patching	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Overlay & Sealing	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Lights & Traffic Signals	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Damage	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Street Purpose Maintenance	15	1,122,401	-	-	-	-	-	-	-	-	-	-	-	-	1,122,401
Total Maintenance¹	16	1,122,401	-	-	-	-	-	-	-	-	-	-	-	-	1,122,401
Other	17	-	-	-	-	-	-	-	-	-	-	67,066	-	96,736	163,802
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,122,401	\$ 2,535,793	\$ -	\$ -	\$ 23,560	\$ -	\$ 996,018	\$ 4,198	\$ -	\$ -	\$ 67,066	\$ -	\$ 96,736	\$ 4,845,772

Legend

Project	Description
A-M	Freeway Environmental Mitigation
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

¹ Includes direct charges for staff time
² Local funds used to satisfy maintenance of effort (MOE) requirements

³ Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

*Other revenue (SR-57 Project G Landscaping Revenue) provided funding for expenditures for \$96,736 was used to install landscaping and irrigation along the westside of Aurora Avenue between Greenbriar Lane and Eucalyptus Street. The landscape are buffers to the Glenbrook Track neighborhood from the northbound freeway.

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2018

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Cindy Russell

November 19, 2018

Director of Finance (Print Name)

Date



Signature

RESOLUTION NO. 2018-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BREA

A. RECITALS:

(i) Orange County Local Transportation Authority Ordinance No.3 requires local jurisdictions to adopt an annual Expenditure Report to account for Measure M2 Revenues, developer/traffic impact fees, and funds expended by local jurisdiction which satisfy the Maintenance of Effort requirements; and

(ii) The attached Expenditure Report shall include all Measure M2 Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(iii) The Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Measure M2 Revenues as part of Measure M2.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Brea that OCTA be informed as follows:

1. The attached M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines

December 4, 2018
RESO. 2018-063

and accounts for Measure M2 Revenues including interest earned, expenditures during the fiscal year and balances at the end of the fiscal year; and

2. The attached M2 Expenditure Report is hereby adopted by the City of Brea.

APPROVED AND ADOPTED this 4th day of December 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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-063

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Execute Cooperative Agreement for the Administration of the Orange County Taxi Administration Program and Adopt Resolution to Revise Program Regulations

RECOMMENDATION

- A. Authorize City Manager to execute Cooperative Agreement No. C-8-2015 with Orange County Transportation Authority for the administration of the Orange County Taxi Administration Program, effective January 1, 2019 through December 31, 2020
- B. Approve resolution to adopt new Orange County Taxi Administration Program regulations into City Municipal Code

BACKGROUND/DISCUSSION

On April 15, 1997, the City of Brea (City) entered into an agreement with the Orange County Transportation Authority (OCTA) to participate in the Orange County Taxi Administration Program (OCTAP). This program was designed to consolidate the licensing, application, and administrative functions to assist the cities and the County of Orange (member agencies) in meeting their requirements set forth in Government Code Section 53075.5 and Vehicle Code Section 21100, et seq.

Since its inception, OCTAP was designed to be funded entirely through permit and license fees collected from taxi operators and drivers. With the arrival of transportation network companies (TNCs), such as Uber, Lyft, and others, the marketplace has greatly reduced the number of taxi permits in the county. As a result, the reduced revenues have created a financially unsustainable condition for OCTAP, causing OCTA to alert member agencies of their withdrawal from administering the program effective June 2017. However, prior to OCTA'S withdrawal, the Orange County City Managers Association (OCCMA) recommended that member agencies cover the shortfall in funding for OCTAP administration. Subsequently, all OCTAP member agencies have been invoiced on a population-based cost sharing formula to cover this funding gap and continue the operation of OCTAP through 2018.

With Governor Brown's signing of taxi regulation legislation AB 1069 (Chapter 753, Statutes of 2017) in October 2017, OCTAP, as it currently exists, cannot continue past 2018. Following further discussions between OCTA, OCCMA, and OCTAP stakeholders, all OCTAP member agencies unanimously agreed to request that OCTA continue to administer OCTAP beginning January 1, 2019, for an initial term of two years (term may be extended upon

agreement among the parties). In addition, estimated costs for all participating agencies were also agreed upon using the same population-based cost sharing model, provided in Attachment A. OCTAP revenue and expenditures are shown in Attachment B.

OCTA staff has prepared a cooperative agreement (shown in Attachment C) and is requesting its execution prior to the start of the new administration period commencing January 1, 2019. Upon approval, OCCMA and the City will work with OCTA to take steps necessary to continue to administer OCTAP. In the coming months, OCTA will work with member agencies and the taxi industry on what a newly structured OCTAP will look like, including attempting to level the playing field with TNCs and reduce outside costs to support OCTAP.

Additionally, on November 4, 1997, the City adopted OCTAP regulations by Resolution No. 97-79 and later updated them on December 20, 2011 by Resolution No. 2011-102. These regulations apply to the operation and administration of taxicabs, and OCTA has provided the City with new regulations to adopt. Approval of the most current set of regulations will bring the City Code up-to-date with OCTAP's existing regulations. The resolution to adopt the OCTAP regulations is shown in Attachment D.

Staff seeks City Council approval for the City Manager to execute Cooperative Agreement No. C-8-2015 with OCTA for a term of two years and adoption of the resolution to revise the City Municipal Code to reflect new OCTAP regulations.

FISCAL IMPACT/SUMMARY

Due to the prevalence of TNCs and the consequent decrease in revenue from reduced permit issuance, OCTAP costs to member agencies have increased. These increased estimated costs result in a minimal fiscal impact to the General Fund.

Based on its population, Brea has a 1.34% funding share of the total cost for OCTA to administer the OCTAP program. Currently, \$2,200.00 is annually budgeted towards OCTAP from the General Fund. However, as shown in Attachment A, estimated costs to the City have increased to the following:

January – June 2019 (6-month period)	\$1,316.52
FY 2019 – 2020 (full year)	\$3,169.21
July – December 2020 (6-month period)	\$2,355.81

Historically, during the 6-month period from January – June, OCTAP receives more revenue from permit issuance and significantly less revenue from permit issuance during the 6-month period from July – December. Therefore, increased costs to the City from July – December are required to offset OCTAP program costs from reduced revenue collection during that time.

OCTAP allows a large group of cities to form a joint partnership and spread program costs among the member agencies. If Brea does not agree to join OCTAP, it would result in increased indirect costs for City staff members to learn and be dedicated to the licensing, applications, and administrative functions to perform an in-house taxi administration program. Therefore, seeing OCTAP as a fiscally viable opportunity, it is staff's recommendation for Brea to participate in OCTAP with the program's other member agencies.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

Attachments

- A. Estimated Cost Sharing for OCTAP Member Agencies
 - B. OCTAP Cash Flow
 - C. OCTAP Cooperative Agreement No. C-8-2015
 - D. Resolution
-

Estimated Cost Sharing for OCTAP Member Agencies

ATTACHMENT A

City	Funding Share	Cost Recovery Based on Funding Share**	Jan-Jun 2018-19 2019 **	Full Year 2019-20 2020**	July-Dec 2020-21 2021**
Aliso Viejo	1.55%	\$ 2,299.54	\$ 1,523.58	\$ 3,667.64	\$ 2,726.32
Anaheim	10.64%	\$ 15,806.12	\$ 10,472.46	\$ 25,209.94	\$ 18,739.67
Brea	1.34%	\$ 1,987.03	\$ 1,316.52	\$ 3,169.21	\$ 2,355.81
Buena Park	2.50%	\$ 3,717.99	\$ 2,463.38	\$ 5,930.00	\$ 4,408.03
Costa Mesa	3.43%	\$ 5,103.51	\$ 3,381.37	\$ 8,139.84	\$ 6,050.70
Cypress	1.49%	\$ 2,212.25	\$ 1,465.74	\$ 3,528.42	\$ 2,622.83
Dana Point	1.01%	\$ 1,508.13	\$ 999.23	\$ 2,405.39	\$ 1,788.04
Fountain Valley	1.70%	\$ 2,519.53	\$ 1,669.33	\$ 4,018.52	\$ 2,987.15
Fulleton	4.30%	\$ 6,383.55	\$ 4,229.47	\$ 10,181.43	\$ 7,568.31
Garden Grove	5.27%	\$ 7,830.20	\$ 5,187.96	\$ 12,488.76	\$ 9,283.45
Huntington Beach	6.04%	\$ 8,970.10	\$ 5,943.21	\$ 14,306.84	\$ 10,634.91
Irvine	8.23%	\$ 12,224.78	\$ 8,099.62	\$ 19,497.88	\$ 14,493.64
Laguna Beach	0.69%	\$ 1,031.76	\$ 683.60	\$ 1,645.60	\$ 1,223.25
Laguna Hills	0.95%	\$ 1,408.41	\$ 933.15	\$ 2,246.33	\$ 1,669.80
Laguna Niguel	1.95%	\$ 2,893.88	\$ 1,917.36	\$ 4,615.58	\$ 3,430.97
Laguna Woods	0.49%	\$ 734.66	\$ 486.75	\$ 1,171.74	\$ 871.01
La Habra	1.87%	\$ 2,782.02	\$ 1,843.25	\$ 4,437.18	\$ 3,298.35
Lake Forest	2.53%	\$ 3,755.62	\$ 2,488.31	\$ 5,990.01	\$ 4,452.64
Mission Viejo	2.86%	\$ 4,250.09	\$ 2,815.93	\$ 6,778.68	\$ 5,038.89
La Palma	0.48%	\$ 705.93	\$ 467.72	\$ 1,125.92	\$ 836.95
Los Alamitos	0.35%	\$ 525.11	\$ 347.91	\$ 837.52	\$ 622.57
Newport Beach	2.60%	\$ 3,859.06	\$ 2,556.85	\$ 6,155.00	\$ 4,575.29
Orange	4.23%	\$ 6,282.98	\$ 4,162.84	\$ 10,021.03	\$ 7,449.08
Placentia	1.57%	\$ 2,335.17	\$ 1,547.18	\$ 3,724.48	\$ 2,768.57
Rancho Santa Margarita	1.47%	\$ 2,183.52	\$ 1,446.71	\$ 3,482.60	\$ 2,588.77
San Clemente	1.95%	\$ 2,901.22	\$ 1,922.23	\$ 4,627.30	\$ 3,439.68
San Juan Capistrano	1.09%	\$ 1,627.12	\$ 1,078.06	\$ 2,595.17	\$ 1,929.10
Santa Ana	10.08%	\$ 14,972.32	\$ 9,920.02	\$ 23,880.06	\$ 17,751.11
Seal Beach	0.77%	\$ 1,150.17	\$ 762.05	\$ 1,834.46	\$ 1,363.63
Stanton	1.18%	\$ 1,747.12	\$ 1,157.57	\$ 2,786.56	\$ 2,071.37
Tustin	2.45%	\$ 3,644.91	\$ 2,414.96	\$ 5,813.44	\$ 4,321.39
Villa Park	0.18%	\$ 263.42	\$ 174.53	\$ 420.14	\$ 312.31
Westminster	2.81%	\$ 4,181.93	\$ 2,770.77	\$ 6,669.96	\$ 4,958.07
Yorba Linda	2.06%	\$ 3,059.60	\$ 2,027.16	\$ 4,879.91	\$ 3,627.45
County of Orange (includes JWA)*	7.90%	\$ 11,744.24	\$ 7,781.23	\$ 18,731.45	\$ 13,923.92
TOTALS	100%	\$ 148,603.00	\$ 98,458.00	\$ 237,014.00	\$ 176,183.00

*based on trips not population

** Costs are estimated, may adjust slightly

OCTAP Program Cash Flow

OCTAP						
	Full Year 2018-19 2019	Jul-Dec 2018-19 2019	Jan-Jun 2018-19 2019	Full Year 2019-20 2020	July-Dec 2020-21 2021	
Beginning Cash Balance	\$ 64,869	\$ 64,869	\$ 64,869	\$ 125,594	\$ 133,362	
Revenues						
Company Permits	22,539	8,452	14,087	23,440	3,103	
Vehicle Permits/Re-Inspection	215,134	61,711	153,424	200,909	19,843	
Driver Permits	64,813	20,722	44,090	57,930	6,898	
Fines/Misc Revenue	8,054	2,635	5,419	8,376	1,064	
Interest Income	5,501	1,800	3,701	2,881	2,515	
Agency Contributions	247,061	148,603	98,458	237,014	176,183	
Total Revenues	\$ 464,644	\$ 243,923	\$ 319,178	\$ 530,551	\$ 209,606	
Expenses						
Other Salaries-Regular	123,944	61,972	61,972	128,641	66,758	
Sick Leave Pay	2,134	1,067	1,067	2,219	1,154	
Holiday Pay	5,972	2,986	2,986	6,211	3,230	
Vacation Pay	6,726	3,363	3,363	6,995	3,637	
Other Paid Absences	754	377	377	784	408	
Extra Help	-	-	-	-	-	
Overtime	199	100	100	207	108	
Benefits	105,397	52,698	52,698	109,416	56,795	
Administrative service expense	218,804	109,402	109,402	229,278	119,984	
Services and Supplies	15,621	7,811	7,811	15,944	8,142	
Security services	3,600	1,800	1,800	3,464	1,955	
Legal fees	19,225	9,613	9,613	19,623	10,441	
Total Expenses	\$ 502,376	\$ 251,188	\$ 251,188	\$ 522,783	\$ 272,612	
Operating Surplus/Deficit	\$ (37,733)	\$ (7,265)	\$ 67,990	\$ 7,768	\$ (63,007)	
Ending Cash Balance	\$ 27,137	\$ 57,604	\$ 125,594	\$ 133,362	\$ 70,355	

COOPERATIVE AGREEMENT NO. C-8-2015

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

**THE CITIES OF ALISO VIEJO, ANAHEIM, BREA, BUENA PARK, COSTA MESA, CYPRESS, DANA
POINT, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, IRVINE,
LAGUNA BEACH, LAGUNA HILLS, LAGUNA NIGUEL, LAGUNA WOODS, LA HABRA, LAKE
FOREST, MISSION VIEJO, LA PALMA, LOS ALAMITOS, NEWPORT BEACH, ORANGE,
PLACENTIA, RANCHO SANTA MARGARITA, SAN CLEMENTE, SAN JUAN CAPISTRANO,
SANTA ANA, SEAL BEACH, STANTON, TUSTIN, VILLA PARK, WESTMINSTER, YORBA LINDA,
AND THE COUNTY OF ORANGE**

THIS COOPERATIVE AGREEMENT (Agreement), is effective this 1st day of January, 2019, by
and between the Orange County Transportation Authority (hereinafter referred to as "AUTHORITY") and
the Cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley,
Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna
Woods, La Habra, Lake Forest, Mission Viejo, La Palma, Los Alamitos, Newport Beach, Orange,
Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach,
Stanton, Tustin, Villa Park, Westminster, Yorba Linda, and the County of Orange (each individually
referred to as "MEMBER AGENCY" and collectively as "MEMBER AGENCIES.") The foregoing
MEMBER AGENCIES and AUTHORITY may each hereinafter also be referred to singularly as a "Party"
and collectively as "Parties".

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RECITALS:

WHEREAS, pursuant to Government Code Section 53075.5, cities and counties are required to protect the public health, safety, and welfare in regard to taxicab transportation service within their jurisdictions.

WHEREAS, Government Code Section 53075.5 permits a city or county to enter into an agreement with a transit agency for the purpose of administering taxicab permits on behalf of said city or county.

WHEREAS, the Orange County Taxi Administration Program ("OCTAP") is a voluntary association of MEMBER AGENCIES which have delegated the issuance of taxicab permits and other administrative functions to AUTHORITY.

WHEREAS, AUTHORITY has agreed to provide administrative services on behalf of MEMBER AGENCIES for the permitting of taxicabs in Orange County.

WHEREAS, MEMBER AGENCIES have agreed to participate in OCTAP in order to increase public safety, reduce administrative costs, and expand the provision of private transportation service in Orange County.

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this Agreement between AUTHORITY and MEMBER AGENCIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) of MEMBER AGENCIES' performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and

MEMBER AGENCIES' obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. MEMBER AGENCIES' failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of MEMBER AGENCIES' right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon MEMBER AGENCIES except when specifically confirmed in writing by authorized representatives of MEMBER AGENCIES by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the administration of OCTAP. Both AUTHORITY and MEMBER AGENCIES agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof. The Parties agree to work diligently together and in good faith, using their reasonable best efforts in the performance of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities:

A. AUTHORITY will provide staffing and administrative services necessary to implement the OCTAP Regulations.

B. AUTHORITY will collect permit fees for taxicab companies, drivers, and vehicles, as appropriate, to offset administrative costs.

ARTICLE 4. RESPONSIBILITIES OF MEMBER AGENCIES

MEMBER AGENCIES agree to the following responsibilities:

A. MEMBER AGENCIES will appoint an OCTAP Steering Committee. The OCTAP Steering Committee is responsible for creating OCTAP Regulations that define the requirements for permitting

taxicabs in Orange County and establish minimum safety and service standards for the operation of taxicabs. The OCTAP Steering Committee shall advise AUTHORITY on matters including the OCTAP Regulations, the policies and procedures governing the issuance of taxicab permits, and public safety issues in Orange County.

B. Each MEMBER AGENCY shall adopt the OCTAP Regulations into its Municipal Code, by ordinance or other appropriate means, and shall provide notice thereof to AUTHORITY. Each MEMBER AGENCY shall use such ordinance and any applicable state laws to enforce the OCTAP Regulations and regulate taxicabs within the MEMBER AGENCY's jurisdiction. Each MEMBER AGENCY shall be responsible for enforcement of all violations of its taxicab ordinance and the OCTAP Regulations occurring within its jurisdiction and shall endeavor to notify AUTHORITY of such occurrences.

ARTICLE 5. LEGAL RESPONSIBILITY FOR TAXICAB REGULATION

MEMBER AGENCIES acknowledge and agree that AUTHORITY does not possess police power and therefore is providing administrative services on behalf of MEMBER AGENCIES. MEMBER AGENCIES shall retain all responsibility for taxicab regulation and enforcement within their respective jurisdictions in accordance with state law. AUTHORITY does not assume any responsibility or liability for the regulation or enforcement of MEMBER AGENCY ordinances, MEMBER AGENCIES' compliance with state law, or for the performance of taxicab operators, vehicles, or drivers. MEMBER AGENCIES acknowledge and agree that OCTAP is not a separate legal entity that can sue or be sued.

ARTICLE 6. DELEGATED AUTHORITY

To ensure prompt and continued cooperation and coordination between the Parties, the Parties agree to each designate, identify and authorize a responsible individual to act on behalf of and as the lead for the Party and to perform any tasks needed as part of this Agreement. The actions required to be taken by each MEMBER AGENCY in the implementation of this Agreement are delegated to its City Manager, or designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer or designee.

ARTICLE 7. PAYMENT

A. Each MEMBER AGENCY agrees to pay AUTHORITY in an amount equal to its pro rata share

1 of AUTHORITY's costs to administer OCTAP, as shown in Exhibit A. Each MEMBER AGENCY agrees
2 to pay its pro rata share to AUTHORITY in full, in six (6) month intervals, or as otherwise mutually agreed
3 upon in writing by AUTHORITY and MEMBER AGENCY. Upon execution of this Agreement, each
4 MEMBER AGENCY shall submit an initial payment to AUTHORITY consistent with this Article.

5 B. Failure by any MEMBER AGENCY to timely provide payment in accordance with this Article
6 is considered a default of the Agreement by MEMBER AGENCY and shall result in termination of the
7 Agreement for MEMBER AGENCY, pursuant to Article 10. AUTHORITY will not administer OCTAP on
8 behalf of any terminated MEMBER AGENCY.

9 C. Upon expiration or termination of this Agreement, AUTHORITY will perform a final accounting
10 of all OCTAP expenses and shall submit a reasonably detailed accounting summary to MEMBER
11 AGENCIES. If the total expenses are less than the total combined contributions by MEMBER AGENCIES
12 and other related OCTAP revenues, AUTHORITY will refund each MEMBER AGENCY its pro rata share
13 of unspent funds. If the total expenses are greater than the total combined contributions by MEMBER
14 AGENCIES and other related OCTAP revenues, AUTHORITY will invoice each MEMBER AGENCY for
15 its pro rata share, which shall be timely paid by each MEMBER AGENCY.

16 **ARTICLE 8. AUDIT AND INSPECTION**

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

26 **ARTICLE 9. INDEMNIFICATION**

A. To the fullest extent permitted by law, MEMBER AGENCIES shall defend (at MEMBER

AGENCIES' sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (MEMBER AGENCIES' employees included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of MEMBER AGENCIES, their officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to MEMBER AGENCIES), indemnify, protect, and hold harmless MEMBER AGENCIES, their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by MEMBER AGENCIES, or from any violation of any federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be effective on January 1, 2019 and shall remain in full force and effect for two (2) years through December 31, 2020.

B. Termination: In the event either Party defaults in the performance of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have

1 the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

2 C. Termination for Convenience: Any Party may terminate this Agreement for its convenience
3 by providing six (6) months' prior written notice of its intent to terminate for convenience to the other
4 Parties. If any MEMBER AGENCY terminates its participation in this Agreement prior to the Agreement's
5 expiration, AUTHORITY shall refund to MEMBER AGENCY its pro rata contribution of unspent funds, as
6 determined by AUTHORITY, as of the effective date of the MEMBER AGENCY's termination.

7 D. AUTHORITY and MEMBER AGENCIES shall comply with all applicable federal, state, and
8 local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over
9 OCTAP.

10 E. Legal Authority: AUTHORITY and MEMBER AGENCIES hereto consent that they are
11 authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement,
12 the Parties hereto are formally bound to the provisions of this Agreement.

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

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

20 H. Force Majeure: Either Party shall be excused from performing its obligations under this
21 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
22 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
23 commandeering of material, products, plants or facilities by the federal, state or local government; national
24 fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause
25 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond
26 the control and is not due to the fault or negligence of the Party not performing.

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

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

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

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address set out by their signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-8-2015 to be executed on the date first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Darrell E. Johnson
Chief Executive Officer

NOTICE TO AUTHORITY TO BE GIVEN TO:

550 South Main Street
P. O. Box 14184
Orange, CA 92863-1584

By: _____
Jennifer L. Bergener
Chief Operating Officer, Operations

Attention: Carla Shaffer
Senior Contract Administrator
Tel: (714) 560-5884
E-mail: cshaffer@octa.net

Estimated Cost Sharing for OCTAP Member Agencies

AGREEMENT NO. C-8-2015
EXHIBIT A

City	Cost Recovery Based on						
	Funding Share	Cost Recovery Based on Funding Share**	Funding Share**	Jan-Jun 2018-19 2019 **	Full Year 2019-20 2020**	July-Dec 2020-21 2021**	
Aliso Viejo	1.55%	\$ 2,299.54	\$ 69.73	\$ 1,523.58	\$ 3,667.64	\$ 2,726.32	
Anaheim	10.64%	\$ 15,806.12	\$ 494.45	\$ 10,472.46	\$ 25,209.94	\$ 18,739.67	
Brea	1.34%	\$ 1,987.03	\$ 60.35	\$ 1,316.52	\$ 3,169.21	\$ 2,355.81	
Buena Park	2.50%	\$ 3,717.99	\$ 115.07	\$ 2,463.38	\$ 5,930.00	\$ 4,408.03	
Costa Mesa	3.43%	\$ 5,103.51	\$ 158.22	\$ 3,381.37	\$ 8,139.84	\$ 6,050.70	
Cypress	1.49%	\$ 2,212.25	\$ 68.68	\$ 1,465.74	\$ 3,528.42	\$ 2,622.83	
Dana Point	1.01%	\$ 1,508.13	\$ 46.13	\$ 999.23	\$ 2,405.39	\$ 1,788.04	
Fountain Valley	1.70%	\$ 2,519.53	\$ 78.30	\$ 1,669.33	\$ 4,018.52	\$ 2,987.15	
Fulleton	4.30%	\$ 6,383.55	\$ 196.68	\$ 4,229.47	\$ 10,181.43	\$ 7,568.31	
Garden Grove	5.27%	\$ 7,830.20	\$ 244.79	\$ 5,187.96	\$ 12,488.76	\$ 9,283.45	
Huntington Beach	6.04%	\$ 8,970.10	\$ 269.51	\$ 5,943.21	\$ 14,306.84	\$ 10,634.91	
Irvine	8.23%	\$ 12,224.78	\$ 356.73	\$ 8,099.62	\$ 19,497.88	\$ 14,493.64	
Laguna Beach	0.69%	\$ 1,031.76	\$ 32.61	\$ 683.60	\$ 1,645.60	\$ 1,223.25	
Laguna Hills	0.95%	\$ 1,408.41	\$ 42.36	\$ 933.15	\$ 2,246.33	\$ 1,669.80	
Laguna Niguel	1.95%	\$ 2,893.88	\$ 91.32	\$ 1,917.36	\$ 4,615.58	\$ 3,430.97	
Laguna Woods	0.49%	\$ 734.66	\$ 22.38	\$ 486.75	\$ 1,171.74	\$ 871.01	
La Habra	1.87%	\$ 2,782.02	\$ 85.69	\$ 1,843.25	\$ 4,437.18	\$ 3,298.35	
Lake Forest	2.53%	\$ 3,755.62	\$ 115.85	\$ 2,488.31	\$ 5,990.01	\$ 4,452.64	
Mission Viejo	2.86%	\$ 4,250.09	\$ -	\$ 2,815.93	\$ 6,778.68	\$ 5,038.89	
La Palma	0.48%	\$ 705.93	\$ 22.17	\$ 467.72	\$ 1,125.92	\$ 836.95	
Los Alamitos	0.35%	\$ 525.11	\$ 16.21	\$ 347.91	\$ 837.52	\$ 622.57	
Newport Beach	2.60%	\$ 3,859.06	\$ 116.34	\$ 2,556.85	\$ 6,155.00	\$ 4,575.29	
Orange	4.23%	\$ 6,282.98	\$ 195.25	\$ 4,162.84	\$ 10,021.03	\$ 7,449.08	
Placentia	1.57%	\$ 2,335.17	\$ 72.16	\$ 1,547.18	\$ 3,724.48	\$ 2,768.57	
Rancho Santa Margarita	1.47%	\$ 2,183.52	\$ 66.98	\$ 1,446.71	\$ 3,482.60	\$ 2,588.77	
San Clemente	1.95%	\$ 2,901.22	\$ 91.46	\$ 1,922.23	\$ 4,627.30	\$ 3,439.68	
San Juan Capistrano	1.09%	\$ 1,627.12	\$ 49.82	\$ 1,078.06	\$ 2,595.17	\$ 1,929.10	
Santa Ana	10.08%	\$ 14,972.32	\$ 473.46	\$ 9,920.02	\$ 23,880.06	\$ 17,751.11	
Seal Beach	0.77%	\$ 1,150.17	\$ 34.62	\$ 762.05	\$ 1,834.46	\$ 1,363.63	
Stanton	1.18%	\$ 1,747.12	\$ 54.88	\$ 1,157.57	\$ 2,786.56	\$ 2,071.37	
Tustin	2.45%	\$ 3,644.91	\$ 114.20	\$ 2,414.96	\$ 5,813.44	\$ 4,321.39	
Villa Park	0.18%	\$ 263.42	\$ 8.21	\$ 174.53	\$ 420.14	\$ 312.31	
Westminster	2.81%	\$ 4,181.93	\$ 129.88	\$ 2,770.77	\$ 6,669.96	\$ 4,958.07	
Yorba Linda	2.06%	\$ 3,059.60	\$ 93.38	\$ 2,027.16	\$ 4,879.91	\$ 3,627.45	
County of Orange (includes JWA)*	7.90%	\$ 11,744.24	\$ 366.31	\$ 7,781.23	\$ 18,731.45	\$ 13,923.92	
TOTALS	100%	\$ 148,603.00	\$148,603.00	\$ 98,458.00	\$ 237,014.00	\$ 176,183.00	

*based on trips not population

** Costs are estimated, may adjust slightly

10/1/18

CITY OF ANAHEIM

Dated: _____

By: _____

Chris Zapata

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Chris Zapata
200 South Anaheim Boulevard
Anaheim, California 92805

Email: czapata@anaheim.net
Phone: (714) 765-5162

APPROVED AS TO FORM:

City Attorney

CITY OF BREA

Dated: _____

By: _____

Bill Gallardo
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Bill Gallardo
1 Civic Center Circle
Brea, California 92821

Email: billga@cityofbrea.net
Phone: (714) 990-7710

APPROVED AS TO FORM:

City Attorney

CITY OF BUENA PARK

Dated: _____

By: _____

James B. Vanderpool
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. James B. Vanderpool
6650 Beach Boulevard
Buena Park, California 90621

Email: jvanderpool@buenapark.com
Phone: (714) 562-3551

APPROVED AS TO FORM:

City Attorney

CITY OF COSTA MESA

Dated: _____

By: _____

Tom Hatch
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Tom Hatch
77 Fair Drive
Costa Mesa, California 92626

Email: thatch@costamesaca.gov
Phone: (714) 754-5328

APPROVED AS TO FORM:

City Attorney

CITY OF CYPRESS

Dated: _____

By: _____

Peter Grant
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Peter Grant
5275 Orange Avenue
Cypress, California 90630

Email: pgrant@ci.cypress.ca.us
Phone: (714) 229-6688

APPROVED AS TO FORM:

City Attorney

CITY OF DANA POINT

Dated: _____

By: _____

Mark Denny

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Mark Denny

33282 Golden Lantern, Suite 203

Dana Point, California 92629

Email: mdenny@danapoint.org

Phone: (949) 248-3524

APPROVED AS TO FORM:

City Attorney

CITY OF FOUNTAIN VALLEY

Dated: _____

By: _____

Robert Houston
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Robert Houston
10200 Slater Avenue
Fountain Valley, California 92708

Email: rob.houston@fountainvalley.org
Phone: (714) 593-4412

APPROVED AS TO FORM:

City Attorney

CITY OF FULLERTON

Dated: _____

By: _____

Ken Domer
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
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303 West Commonwealth Avenue
Fullerton, California 92832

Email: KDomer@cityoffullerton.com
Phone: (714) 738-6310

APPROVED AS TO FORM:

City Attorney

CITY OF GARDEN GROVE

Dated: _____

By: _____

Scott C. Stiles

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Scott C. Stiles

11222 Acacia Parkway

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APPROVED AS TO FORM:

City Attorney

CITY OF HUNTINGTON BEACH

Dated: _____

By: _____

Fred Wilson
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Fred Wilson
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Huntington Beach, California 92648

Email: fred.wilson@surfcity-hb.org
Phone: (714) 536-5575

APPROVED AS TO FORM:

City Attorney

CITY OF IRVINE

Dated: _____

By: _____

John A. Russo

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. John A. Russo

1 Civic Center Plaza

Irvine, California 92606

Email: jrusso@cityofirvine.org

Phone: (949) 724-6246

APPROVED AS TO FORM:

City Attorney

CITY OF LAGUNA BEACH

Dated: _____

By: _____

John Pietig
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. John Pietig
505 Forest Avenue
Laguna Beach, California 92651

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APPROVED AS TO FORM:

City Attorney

CITY OF LAGUNA HILLS

Dated: _____

By: _____

Donald J. White

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Donald J. White

24035 El Toro Road

Laguna Hills, California 92653

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Phone: (949) 707-2620

APPROVED AS TO FORM:

City Attorney

CITY OF LAGUNA NIGUEL

Dated: _____

By: _____

Kristine Ridge
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Ms. Kristine Ridge
30111 Crown Valley Parkway
Laguna Niguel, California 92677

Email: kridge@cityoflagunaniguel.org
Phone: (949) 362-4300

APPROVED AS TO FORM:

City Attorney

CITY OF LAGUNA WOODS

Dated: _____

By: _____

Christopher Macon
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Christopher Macon
24264 El Toro Road
Laguna Woods, California 92637

Email: cmacon@lagunawoodscity.org
Phone: (949) 639-0525

APPROVED AS TO FORM:

City Attorney

CITY OF LA HABRA

Dated: _____

By: _____

Jim Sadro

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Jim Sadro

201 East La Habra Boulevard

La Habra, California 90631

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Phone: (562) 905-9701

APPROVED AS TO FORM:

City Attorney

CITY OF LAKE FOREST

Dated: _____

By: _____

Debra D. Rose

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Ms. Debra D. Rose

25550 Commerce Center Drive, Suite 100

Lake Forest, California 92630

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Phone: (949) 461-3412

APPROVED AS TO FORM:

City Attorney

CITY OF MISSION VIEJO

Dated: _____

By: _____

Dennis Wilberg

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Dennis Wilberg

200 Civic Center

Mission Viejo, California 92691

Email: dwilberg@cityofmissionviejo.org

Phone: (949) 470-3051

APPROVED AS TO FORM:

City Attorney

CITY OF LA PALMA

Dated: _____

By: _____

Laurie A. Murray

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Ms. Laurie A. Murray

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Phone: (714) 690-3337

APPROVED AS TO FORM:

City Attorney

CITY OF LOS ALAMITOS

Dated: _____

By: _____

Bret M. Plumlee

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Bret M. Plumlee

3191 Katella Avenue

Los Alamitos, California 90720

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Phone: (562) 431-3538

APPROVED AS TO FORM:

City Attorney

CITY OF NEWPORT BEACH

Dated: _____

By: _____

Grace K. Leung

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Ms. Grace K. Leung

100 Civic Center

Newport Beach, California 92660

Email: gleung@newportbeachca.gov

Phone: (949) 644-3002

APPROVED AS TO FORM:

City Attorney

CITY OF ORANGE

Dated: _____

By: _____

Rick Otto
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Rick Otto
300 East Chapman Avenue
Orange, California 92866

Email: rotto@cityoforange.org
Phone: (714) 744-2222

APPROVED AS TO FORM:

City Attorney

CITY OF PLACENTIA

Dated: _____

By: _____

Damien Arrula
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Damien Arrula
401 East Chapman Avenue
Placentia, California 92870

Email: darrula@placentia.org
Phone: (714) 993-8117

APPROVED AS TO FORM:

City Attorney

CITY OF RANCHO SANTA MARGARITA

Dated: _____

By: _____

Jennifer M. Cervantez
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Ms. Jennifer M. Cervantez
22112 El Paseo
Rancho Santa Margarita, California 92688

Email: jcervantez@cityofrsm.org
Phone: (949) 635-1800 Ext. 6301

APPROVED AS TO FORM:

City Attorney

CITY OF SAN CLEMENTE

Dated: _____

By: _____

James Makshanoff
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. James Makshanoff
910 Calle Negocio
San Clemente, California 92673

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Phone: (949) 361-8322

APPROVED AS TO FORM:

City Attorney

CITY OF SAN JUAN CAPISTRANO

Dated: _____

By: _____

Ben Siegel
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Ben Siegel
32400 Paseo Adelanto
San Juan Capistrano, California 92675

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APPROVED AS TO FORM:

City Attorney

CITY OF SANTA ANA

Dated: _____

By: _____

Raul Godinez II

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Raul Godinez II

20 Civic Center Plaza

Santa Ana, California 92701

Email: rgodinez@santa-ana.org

Phone: (714) 647-5603

APPROVED AS TO FORM:

City Attorney

CITY OF SEAL BEACH

Dated: _____

By: _____

Jill R. Ingram

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Ms. Jill R. Ingram

211 8th Street

Seal Beach, California 90740

Email: jingram@sealbeachca.gov

Phone: (562) 431-2527 Ext. 1300

APPROVED AS TO FORM:

City Attorney

CITY OF STANTON

Dated: _____

By: _____

Robert W. Hall
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Interim City Manager
Mr. Robert W. Hall
7800 Katella Avenue
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Email: rhall@ci.stanton.ca.us
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APPROVED AS TO FORM:

City Attorney

CITY OF TUSTIN

Dated: _____

By: _____

Jeffrey C. Parker
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Jeffrey C. Parker
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Tustin, California 92780

Email: jparker@tustinca.org
Phone: (714) 573-3010

APPROVED AS TO FORM:

City Attorney

CITY OF VILLA PARK

Dated: _____

By: _____

Steve Franks

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Steve Franks

17855 Santiago Boulevard

Villa Park, California 92861

Email: sfranks@villapark.org

Phone: (714) 998-1500

APPROVED AS TO FORM:

City Attorney

CITY OF WESTMINSTER

Dated: _____

By: _____

Eddie Manfro
City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
Mr. Eddie Manfro
8200 Westminster Boulevard
Westminster, California 92683

Email: emanfro@westminster-ca.gov
Phone: (714) 548-3172

APPROVED AS TO FORM:

City Attorney

CITY OF YORBA LINDA

Dated: _____

By: _____

Mark Pulone

City Manager

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager

Mr. Mark Pulone

P.O. Box 87014

4845 Casa Loma

Yorba Linda, California 92886

Email: mpulone@yorbalindaca.gov

Phone: (714) 961-7100 Ext. 108

APPROVED AS TO FORM:

City Attorney

COUNTY OF ORANGE

Dated: _____

By: _____

Frank Kim

County Executive Officer

ATTEST:

County Clerk

NOTICE TO COUNTY TO BE GIVEN TO:

County Executive Officer
Mr. Frank Kim
333 West Santa Ana Boulevard
Santa Ana, California 92703

Email: frank.kim@ocgov.com
Phone: (714) 834-6201

APPROVED AS TO FORM:

County Counsel

RESOLUTION NO. 2018-064

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
ADOPTING REVISED ORANGE COUNTY TAXI ADMINISTRATION
PROGRAM REGULATIONS**

A. RECITALS:

(i) Government Code Section 53075.5 et seq. requires every city or county to protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service that is rendered in vehicles designed for carrying not more than eight persons (excluding the driver) and operated within the jurisdiction of such city or county.

(ii) Orange County cities have formed a voluntary association, the Orange County Taxi Administration Program ("OCTAP"), to coordinate taxicab service permitting and other administrative functions with the Orange County Transportation Authority ("OCTA") in order to increase public safety, reduce administrative costs for the public and the private sector, and expand the provision of private transportation service within Orange County.

(iii) On April 15, 1997, the City and OCTA executed an interagency agreement in which the City agreed to participate as an OCTAP member agency and OCTA agreed to provide the staff and administrative services necessary to implement the program.

(iv) OCTAP has established and periodically updated uniform regulations applicable to taxicab companies and taxicab drivers, including minimum standards for insurance, equipment, mechanical conditions, fares, and other aspects of taxicab

December 4, 2018
RESO. 2018-064

operations. The OCTAP Regulations are designed to satisfy Government Code Section 53075.5 et seq.

(v) City Code Chapter 5.236 ("Taxicab Service Ordinance") requires taxicabs to comply with equipment, maintenance, and operational requirements established by OCTAP and adopted by City Council resolution.

(vi) The City Council initially adopted OCTAP Regulations on November 4, 1997 by Resolution No. 97-79.

(vii) The City Council adopted updated OCTAP Regulations on December 20, 2011 by Resolution No. 2011-102.

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

B. RESOLUTION:

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

1. The updated OCTAP Regulations attached as Exhibit A are adopted, shall supersede all prior OCTAP Regulations adopted by the City, and shall be applicable to all newly initiated proceedings to enforce the Taxicab Service Ordinance.

2. Any pending Taxicab Service Ordinance enforcement proceeding that is based on prior OCTAP Regulations adopted by the City Council shall not be affected in any manner by the adoption of this Resolution.

3. This Resolution shall be effective upon adoption.

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

December 4, 2018
RESO. 2018-064

APPROVED AND ADOPTED this 4th day of December, 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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-064

EXHIBIT A
Orange County Taxi Administration Program Regulations

(attached)



REGULATIONS OF THE ORANGE COUNTY TAXI ADMINISTRATION PROGRAM

Approved by the Steering Committee on 07/21/2016

Amended Fee Schedule 07/01/2017

Amended Taxicab Fares 07/19/2014

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PURPOSE AND SCOPE

The Orange County Taxi Administration Program (OCTAP) is an association of Orange County Agencies created to coordinate taxicab service permitting and other administrative functions in compliance with California Government Code § 53075.5. OCTAP was formed in 1998 pursuant to interagency-agreements between the Orange County Transportation Authority (OCTA) and participating Agencies.

OCTA provides administrative functions for the OCTAP program and manages compliance of OCTAP permitted companies, taxicabs, and drivers as authorized by the participating Agencies.

The OCTAP Regulations are intended to define minimum taxicab company, taxicab vehicle, and taxicab driver permitting requirements, establish minimum safety and service standards for the operation of a taxicab, and consolidate the permitting of taxicab transportation service for multiple jurisdictions within Orange County. Each local jurisdiction reserves the right to implement and enforce additional requirements or limits beyond the OCTAP regulations. Examples of such additional requirements include, but are not limited to business license or franchise agreement.

Objective

The objective of OCTAP is to establish minimum safety and service standards for the provision of taxicab services in Orange County, to increase public safety and reduce administrative costs for the public and private sector, and to expand the provision of private transportation service in Orange County.

Agency Legislative Independence and Authority Retained.

Each Agency retains all authority, responsibility, and independence for taxicab regulation and enforcement within its jurisdiction. Each Agency retains the right and authority to select the Company(ies) authorized to operate within its jurisdiction, and will determine the boundaries of service those Company(ies) may serve, including the number of Taxicabs authorized to pick up passengers within its jurisdiction.

Each Agency shall be responsible for enforcing the OCTAP regulations, prosecuting violators, and agree to notify OCTAP of such occurrences. All policies, procedures, ordinances, rules, and regulations pertaining to taxicab companies, taxicab drivers, taxicabs, fares, notices, safety, taxicab stands, pickup, hours of operations, and all other functions not specifically provided for in these regulations, shall remain within the authority and jurisdiction of each Agency.

Implementation.

OCTAP regulations consolidate the basic taxicab ordinances and regulations adopted by the legislative bodies of each OCTAP participating Agency, and regulate

taxicab service within the Area of Jurisdiction of each such Agency. Each Agency retains the authority to apply and enforce additional requirements beyond the OCTAP regulations.

DEFINITIONS

1. Agency.

“Agency” means each City and the County of Orange, which participate in OCTAP.

2. Area of Jurisdiction.

"Area of Jurisdiction" of each Agency means the area within the boundaries of a City, or for the County means the unincorporated area, including John Wayne Airport.

3. Company.

“Company” includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

4. Company Permit.

“Company Permit” means a valid permit issued by OCTAP, authorizing a Company to operate a taxicab business in any participating Agency, which allows the Company to serve that Agency.

5. Driver.

“Driver” means a person who has a valid OCTAP issued Driver Permit.

6. Driver Permit.

“Driver Permit” means a valid permit issued by OCTAP authorizing a person to drive or control the movements of a taxicab.

7. OCTA.

“OCTA” means the Orange County Transportation Authority.

8. OCTAP.

“OCTAP” means the Orange County Taxi Administration Program.

9. OCTAP Administrator.

“OCTAP Administrator” means an OCTA employee, or his/her designee, who will manage and supervise all OCTA responsibilities set forth in the OCTAP Regulations.

10. Permittee.

“Permittee” means a company, which holds a valid OCTAP Company Permit.

11. Taxicab.

“Taxicab” means a vehicle capable of carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The term shall exclude a vehicle operating as a Charter Party Carrier licensed as such by any state agency, including the California Public Utilities Commission (CPUC), or any other vehicle operating under the authority of any state agency, including the CPUC.

12. Taxicab Permit.

“Taxicab Permit” means a valid permit issued by OCTAP, authorizing a particular vehicle to be operated as a taxicab.

13. Transportation Agreements.

“Transportation Agreements” means any separate agreement that an Agency has established with an OCTAP Permittee for operation within its jurisdiction.

AGENCY AND OCTA PARTICIPATION

Agency Responsibilities.

Each Agency that joins OCTAP shall:

- Participate as a member of OCTAP and provide no less than twelve (12) months written notice to OCTAP prior to withdrawing from OCTAP.
- Appoint its City Manager, Executive Officer, or their designee, to participate as a member of the OCTAP Steering Committee.
- Appoint its Chief of Police, County Sheriff, or their designee, to participate as member of the OCTAP Public Safety Committee.
- Adopt and enforce a taxicab ordinance or resolution consistent with the regulations herein, and use such ordinance or resolution as the exclusive method of regulating taxicabs within its Area of Jurisdiction.

- Enforce, and if necessary, prosecute all violations of its taxicab ordinance or resolution and the regulations herein.
- Notify OCTAP in writing of any regulation, taxicab company limitation, taxicab driver limitation, taxicab limitation, or more stringent regulation, within its jurisdiction with respect to any permitting or operational standard for taxicab business operations.
- Notify OCTAP of any public or law enforcement complaint pertaining to permitted taxicab companies, taxicabs, and taxicab drivers within its jurisdiction.

OCTA Responsibilities.

OCTA shall provide the services described in the OCTAP Regulations on behalf of each Agency that adopts the OCTAP Regulations by ordinance or resolution, and shall:

- Provide staff and administrative services necessary to implement and enforce the OCTAP Regulations.
- Collect fees to cover the costs of administering OCTAP and collect fines associated with violation of OCTAP regulations.
- Provide participating Agencies no less than twelve (12) months written notice prior to withdrawing as the administrator of OCTAP.
- Provide administrative services on behalf of each Agency, but shall not assume liability for the performance of taxicab companies, taxicab drivers, or taxicabs.
- Not be responsible for the enforcement of Agency ordinances or resolutions except as provided for herein.
- Not be responsible for the enforcement of non-permitted taxicab operation, except as support for participating Agencies.
- Not collect franchise fees or business license fees imposed by participating Agencies on taxicab companies or drivers.

Mutual Indemnification.

OCTA and each Agency shall save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual

attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of each party's performance of the agreements herein and attributable to the fault and/or liability by agreement between the parties or by a court of competent jurisdiction. The party responsible for liability to the other will indemnify the other party for the percentage of liability determined as set forth herein. Each party is responsible for the acts or omissions of their own officers, agents, employees, or volunteers.

ADMINISTRATIVE COMMITTEES

Steering Committee.

The OCTAP Steering Committee shall consist of the City Manager, Executive Officer, or their designee, from each Agency, one representative of the tourist industry in Orange County, and two representatives (one "large" and one "small") of the permitted taxicab companies; chosen, via election, by the "small" and the "large" permitted taxicab companies. Taxicab Company representatives must be affiliated with an OCTAP permitted company in good standing. Large taxicab companies are defined as those with more than the average number of vehicles operated by OCTAP permitted companies. Small taxicab companies are defined as those with less than the average number of vehicles operated by OCTAP permitted companies.

The OCTAP Steering Committee will meet quarterly to advise OCTAP on taxicab regulation implementation.

Safety Committee.

The OCTAP Safety Committee shall consist of the Police Chief, County Sheriff, or their designee, from each participating Agency.

The OCTAP Safety Committee will meet quarterly to advise OCTAP and the OCTAP Steering Committee on issues of public safety.

1. GENERAL RULES AND REQUIREMENTS

Each OCTAP Permittee, its management, employees, affiliated drivers, leaseholders, and owner-operators are individually and jointly responsible for complying with OCTAP Regulations; all California Vehicle Codes and Statutes; all applicable federal, state and local laws, statutes, and ordinances; all ordinances of a City, Agency, Airport, or County related to the operation of a taxicab; and all lawful orders, rules, and regulations promulgated thereunder regarding the transportation of customers in a taxicab.

1.1. Permittee.

- 1.1.1. Permittee shall ensure taxicabs are driven only by OCTAP permitted drivers.
- 1.1.2. Permittee shall not operate a taxicab, without a valid Taxicab Permit from OCTAP.
- 1.1.3. Permittee shall notify OCTAP within 48 hours of an affiliated driver who became unqualified or unauthorized to drive a taxicab or upon termination of employment or affiliation with a Permittee.
- 1.1.4. Permittee shall maintain all programs and requirements for receiving a Company Permit and verify the continuous enrollment of affiliated drivers in their OCTAP approved drug and alcohol testing program and DMV Pull Notice program.
- 1.1.5. Permittee shall comply with any separate requirements that may have been adopted by any Agency in which Permittee intends to operate, including, but not limited to, establishment of a franchise and the payment of business license fees or taxes.
- 1.1.6. Permittee shall cooperate fully with OCTAP staff, including during any verification and compliance to OCTAP Regulations process or inquiry.
- 1.1.7. Permittee shall notify OCTAP staff when vehicles are removed from service and will surrender OCTAP vehicle permits in accordance to Section 4.6.

1.2. Permitted Drivers.

- 1.2.1. A driver must possess and display a valid OCTAP Driver Permit in order to operate a taxicab and at all times that the taxicab is in operation, and does not display an out of service sign.
- 1.2.2. A driver shall not operate a taxicab without a valid OCTAP Taxicab Permit.
- 1.2.3. Permitted Drivers shall adhere to all regulations related to Taxicab Operation in Section 6.
- 1.2.4. Permitted Drivers may only pick up passengers in the area of jurisdiction of those agencies that have approved the Permittee he/she represents.

- 1.2.5. Driver must always run the taximeter when transporting a passenger. The fare charged the customer may not exceed the fare indicated on the taximeter except as provided in Section 6.8.
- 1.2.6. Permitted Drivers shall cooperate with the Permittee, Law and Code Enforcement Officers, and OCTAP, including random testing and all vehicle inspections.
- 1.2.7. The Driver Permit must be displayed in the passenger side area of the dashboard, easily viewable from inside or outside of the vehicle. The Driver Permit must be attached in a way that makes it removable by the driver to provide to law enforcement, code enforcement officers, or OCTAP staff, when requested. The driver's California driver license number on the Driver Permit may be covered by a removable label, if desired. No other alterations, covered, or hidden information to the OCTAP Driver Permit is allowed.
- 1.2.8. A driver in possession of an altered or defaced permit will not be considered to be in possession of a valid driver's permit.
- 1.2.9. A driver shall not display another person's OCTAP Driver Permit or allow another person to use their Driver Permit.
- 1.2.10. Each Permitted Driver shall conduct itself in a professional manner to maintain a favorable public image for the taxicab industry.

2. COMPANY PERMITS

No Company shall operate a taxicab business, or advertise as a taxicab business, within the Area of Jurisdiction of an Agency without having first obtained a Company Permit from OCTAP and without first obtaining permission from the Agency to operate in the Area of Jurisdiction of such Agency, if the Agency's legislative body requires such permission or permitting.

2.1. Company Permit Requirements.

A Company Permit shall be issued from OCTAP when the following conditions have been satisfied:

- 2.1.1. Submission of a complete Company Permit application package.
- 2.1.2. Submission of a copy of the applicant's drug and alcohol policy meeting OCTAP requirements and proof that the applicant has implemented a Drug and Alcohol Certification Program covering all its affiliated permitted drivers pursuant to the then current

Government Code §53075.5 (and any successor legislation) and meeting the following requirements.

- 2.1.2.1. A contract with a drug and alcohol program administrator and authorized lab, approved by OCTAP, certified by the U.S. Department of Transportation.
- 2.1.2.2. Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations, for pre-employment or pre-licensing, and licensing renewal.
- 2.1.2.3. Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing.
- 2.1.2.4. Procedures and components for random testing following U.S. Department of Transportation guidelines, annual minimum random testing rates, and additional tests as required following accidents, rehabilitation, return-to-service, and other circumstances providing reasonable suspicion to test.
- 2.1.2.5. Monthly reports of the random testing component are made available to OCTAP by the program administrator no later than the 20th day following the end of the previous monthly reporting period.
- 2.1.2.6. The applicant's and program administrator's records shall be made available to the OCTAP Administrator upon request.
- 2.1.2.7. The test results must be provided to OCTAP and the Permittee by the testing facility.
- 2.1.2.8. Drivers must show a valid California driver license at the time and place of testing.
- 2.1.3. Submission of evidence of insurance, in full force and effect, in such form as required by OCTAP, issued by a solvent and responsible company licensed to do business in the State of California, insuring the applicant against loss by reason of injury or damage that may result to persons, including taxicab passengers, or property, from the negligent operation or maintenance of such taxicab.
 - 2.1.3.1. Applicant shall provide a Certificate of Insurance and Insurance Policy Binder showing that the applicant is insured

for a minimum combined single limit of one million dollars (\$1,000,000) for the injury or death of one or more persons in the same accident, and one hundred thousand dollars (\$100,000) for injury or destruction of property with an insurer with a minimum AM Best Rating of A-7. Each insurance policy required by these regulations shall waive all rights of subrogation against OCTA, OCTAP and its member agencies, including the County of Orange, their elected and appointed officials, officers, directors, employees, agents and volunteers. No self-insured retention shall be allowed.

2.1.3.2. Deductibles shall not exceed ten thousand dollars (\$10,000) per occurrence. In addition, the applicant shall direct the insurance company to provide OCTAP copies of Endorsements to the insurance policy 1) naming OCTA, OCTAP and its member agencies, including the County of Orange, their elected and appointed officials, officers, directors, employees, agents and volunteers as additional insureds; and 2) indicating that coverage shall not be reduced, terminated or cancelled without thirty (30) days prior written notice to OCTAP; and 3) the OCTAP special endorsement must be completed and duly executed by the agent or broker of record and submitted along with the proof of insurance.

2.1.3.3. At least one (1) business day prior to the expiration of the current policies, a Permittee shall submit insurance binders evidencing insurance coverage for the policy period subsequent to the expiration of the current policies. Lapses or interruptions of insurance coverage shall cause an immediate suspension of the Company Permit, pending revocation, and an immediate revocation of all Taxicab Permits issued to the Permittee. Reinstatement of a Company Permit may require payment of applicable fees and/or fines. Furthermore, if reinstated, any taxicab(s) a Permittee desires to be placed back into service will require the issuance of a new Taxicab Permit with applicable fees paid.

2.1.4. Submission of financial documents and other information as required by OCTAP.

2.1.5. Submission of Department of Motor Vehicles (DMV) Pull Notice Program Requester Code Number issued to applicant, as defined in Vehicle Code Section 1808.1 and continuous enrollment in the Pull Notice program. All affiliated taxicab drivers must be enrolled

within seven (7) calendar days from inception of the program or date of affiliation. Permittees are required to notify the OCTAP Administrator upon receipt of a DMV Pull Notice for any affiliated driver that indicates an action that would no longer qualify the driver for a Driver Permit. Permittee shall require the driver to immediately cease operation and surrender their Driver Permit to Permittee. Permittee shall return the Driver Permit to the OCTAP Administrator within 48 hours of DMV Pull Notice receipt. DMV Pull Notice records shall be made available to the OCTAP Administrator within 48 hours of request.

- 2.1.6. Submission of proof of current California Department of Motor Vehicles registration for each taxicab listed in the Company Permit application. All taxicabs listed in the Company Permit application shall be registered pursuant to Section 5.11.
- 2.1.7. Every owner, partner, or principal officer of applicant has submitted to Live Scan fingerprinting at an approved California Department of Justice finger printing agency to initiate a Department of Justice (DOJ) background check (first time applicants only unless otherwise required) and has enrolled in the DOJ subsequent arrest notification program.
- 2.1.8. Every owner, partner, or principal officer of applicant has successfully cleared all background checks.
- 2.1.9. At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted drivers authorized to operate the taxicabs.
- 2.1.10. Payment of all applicable fees.
- 2.1.11. Submission of proof, acceptable to the OCTAP Administrator, that applicant Company will meet the following service standards during its term of operation.
 - 2.1.11.1. Company shall maintain and provide year-round, 24-hour live human response telephone service to provide trip reservation and taxi dispatch services, or referral services. A referral service may consist of service calls that are forwarded directly to another OCTAP Permitted Taxicab Company during hours of non-operation, provided that the Permittee has a written agreement with the receiving taxicab company. A referral service may also consist of a live-human response, providing the name and telephone number

of another OCTAP permitted Taxicab Company. All calls to a company service line are to be answered within 5 rings.

- 2.1.11.2. Company shall have a principal place of business from which it conducts its activities as a taxicab company and related activities. Multiple locations for other activities such as storage, maintenance/repair, etc., are allowed. For the purposes of these regulations, and as long as the Company has provided OCTAP with a valid address for the receipt of notices and correspondence from OCTAP, a "principal place of business" may be a taxicab.
- 2.1.11.3. Company shall provide electronic processing of credit cards using a magnetic swipe or microchip reader (when microchip reader is required by applicable state and federal law) as a method of payment to customers and issue a receipt for credit card payment. The company receipt must include the company name, phone number, driver identification, taxicab or fleet number, charge amount and the date and time of the transaction. Accepted credit cards must, at minimum, include MasterCard® and Visa®. A customer's personal and credit card information may only be used, processed, disseminated, and retained in accordance with current laws and standards.
- 2.1.11.4. Company shall maintain the ability to provide OCTAP, upon request, the following:
- Driver name or Permit number of driver responding to service request.
 - Location of pickup request address, cross street, business name, etc.
 - Identification of person taking service request.
 - Date and time request was made. Record is to be time stamped with the time received, or may be electronically time stamped through the use of a computer aided dispatch (CAD) system.
 - Estimated arrival time, if provided to customer.
 - Taxicab identification number.
 - Time service request was sent to the driver. Record is to be time stamped with the time request was transmitted to a driver, or may be electronically time stamped through the use of a computer aided dispatch (CAD) system.

- 2.1.11.5. Company shall keep order and dispatch records readily available to OCTAP for at least ninety (90) days.
- 2.1.11.6. Company shall have a written lost and found policy that includes the return of lost articles to the customer, and submit a written outline of the process to OCTAP for review as part of the permitting process.
- 2.1.11.7. Company shall have a policy in place to receive complaints. The complaint policy must contain the mechanism for receiving complaints, investigation, and final resolution of complaints, as well as corrective actions. All complaints must be responded to in an expedient, responsible, and professional manner.
- 2.1.11.8 Company shall submit their planned vehicle design including color, name, and graphics for approval by OCTAP. The design shall not imitate or be in conflict with any other permitted taxicab company design or obstruct required customer information decals or postings.
- 2.1.12. The OCTAP Administrator may require additional verification including periodic reviews for compliance with the requirements defined herein.
- 2.1.13. OCTAP Company Permit number must be conspicuously posted in all company advertisement and media, as required by California Government Code 53075.9. Posting must be worded as "OCTAP Company Permit #XXX". Additionally, advertisements must use the OCTAP permitted company name.

2.2. Company Permit Denial.

A Company Permit shall be denied if any of the following apply to an applicant Company or to any owner, partner, or principal officer of an applicant Company:

- 2.2.1. Is less than 18 years of age.
- 2.2.2. Falsifies material information on the application for Company Permit.
- 2.2.3. Is a registered sex offender pursuant to California Penal Code Section 290.
- 2.2.4. Is on formal probation or parole for any offense outlined in this Sections 2.2.5., 2.2.6., or 2.2.7.

- 2.2.5. Is convicted (or pleads guilty or nolo contendere) in any state for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances, including marijuana; crimes involving the use of a weapon; or any other offense involving moral turpitude, or any crime that is substantially related to the qualifications, functions or responsibilities of a Permittee.
- 2.2.6. Is convicted (or pleads guilty or nolo contendere) in any state for a felony other than those listed in Section 2.2.5., within eight (8) years of the application.
- 2.2.7. Has any conviction within five (5) years of application (or plea of guilty or nolo contendere) in any state or has any final administrative determination of a violation of any statute, ordinance, or regulation reasonably and rationally pertaining to the same or similar business operation which would have resulted in suspension or revocation of the Company Permit under these regulations.
- 2.2.8. Operation of its business without the insurance required in Section 2.1.3.
- 2.2.9. Is held liable under any judgment, decision or determination by any public or regulatory agency for operating taxicabs without the requisite insurance after January 1, 1998.
- 2.2.10. Failing to fully satisfy any court judgment entered against the Company arising from liability for operating taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within 10 years from the date that the judgment was originally entered pursuant to California Code of Civil Procedure Sections 683.020 and 683.030 or, if the judgment has been renewed, within 10 years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure 683.120.
- 2.2.11. Failure to provide required evidence of service standard compliance pursuant to Section 2.1.11.
- 2.2.12. For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to, arrests, charges, offenses, or convictions related to the responsibilities and functions of a taxicab company not specifically outlined in this section, that would be prudent to consider in order to protect the public.

2.3. Company Affiliated Drivers.

At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted drivers authorized to operate the taxicabs.

A Permittee may add drivers to its list of drivers authorized to operate the taxicabs identified in the Company Permit, provided that the driver to be added has been issued a Driver Permit by OCTAP which states the driver is affiliated with the Permittee.

2.4. Company Permit Issuance.

Upon applicant's satisfaction of the conditions listed in Company Permit Requirements, applicant shall be issued an OCTAP Company Permit within five (5) business days.

2.5. Term of Company Permit.

The Company Permit is valid for either one (1) or three (3) year(s) from the date of its issuance unless sooner suspended or revoked.

2.6. Company Permit Renewal.

No less than sixty (60) days prior to the expiration of the Company Permit, the Permittee shall submit an application for renewal of its Company Permit in order to allow sufficient time to review the application for renewal. Failure to submit an application for renewal of the Company Permit at least sixty (60) days prior to the current expiration could result in a lapse in the Company Permit and suspension or revocation of taxicab permits. A lapse in the Company Permit may require a company to submit an application and fees for a new Company Permit, and fees for taxicab permit(s).

2.7. Company Permit Suspension/Revocation.

A Company Permit may be suspended or revoked by the OCTAP Administrator for any of the following reasons:

- 2.7.1. Providing late, false, or inaccurate information in the Company Permit application.
- 2.7.2. Allowing operation of a taxicab by a driver not possessing a valid OCTAP Driver Permit stating that the driver is affiliated with the Permittee.
- 2.7.3. Failure to comply with the OCTAP Regulations.

- 2.7.4. Operation of any taxicab at a rate of fare higher than the authorized meter rates established by OCTAP or an agency program as described in Section 2.10.
- 2.7.5. Failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol.
- 2.7.6. Operating its business in violation of the insurance requirements in Section 2.1.3.
- 2.7.7. Failure to comply with the drug and alcohol policy and program required in Section 2.1.2.
- 2.7.8. Failing to fully satisfy any court judgment entered against the Company arising from liability for operating taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within 10 years from the date that the judgment was originally entered pursuant to California Code of Civil Procedure Sections 683.020 and 683.030 or, if the judgment has been renewed, within 10 years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure 683.120.
- 2.7.9. Circumstances providing grounds for denial of a Company Permit as outlined in the OCTAP Regulations.
- 2.7.10. Violating Government Code Section 53075.9 pertaining to advertising.
- 2.7.11. For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to arrests, charges, offenses, and or convictions related to the responsibilities and functions of a taxicab company not specifically outlined in this section, that would be prudent to consider in order to protect the public.

2.8. Company Permit Penalties/Suspensions.

In lieu of revocation, the OCTAP Administrator may impose a penalty in the form of a fine, a period of suspension, or both a fine and period of suspension.

2.9. Right to Appeal.

A Company Permit applicant or Permittee may appeal a Company Permit denial, revocation, suspension, or fine as provided for in Section 8.

2.10. Agency or Other Transportation Agreements.

- 2.10.1. An OCTAP Permittee may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:
 - 2.10.1.1. Transportation program requirements are attainable within OCTAP regulations and requirements. Agency or other providers may require standards and guidelines that are greater than general OCTAP requirements. It is up to the agency or provider to manage and monitor its program-specific requirements.
 - 2.10.1.2. Permittee is in good standing with OCTAP, maintain all required OCTAP permits, and continue to meet all OCTAP requirements.
 - 2.10.1.3. Permittee must continue to follow all OCTAP regulations.
 - 2.10.1.4. Taxicab driver must continue to display OCTAP Driver Permit regardless of any other agency or program identification that may be required by the sponsoring agency.
 - 2.10.1.5. Permittee may establish a specialized fare structure for agency or program trips through a cooperative agreement with the agency.
 - 2.10.1.6. Taxi meter must be operated any time the driver is carrying a customer, regardless of an agreement pursuant to Section 6.4.

3. DRIVER PERMITS

A driver must be affiliated with an OCTAP permitted company and possess a valid OCTAP Driver Permit in order to operate a taxicab.

3.1. Driver Permit Requirements

A Driver Permit may be obtained from OCTAP, provided the applicant has submitted all of the following:

- 3.1.1. Complete Driver Permit application, signed by a representative of the Permittee to which the driver intends to be affiliated.
- 3.1.2. Valid California driver license.

- 3.1.3. California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete application package, including fees.
- 3.1.4. A negative drug and alcohol screening test administered by the Permittees program administrator within the previous thirty (30) days in compliance with California Government Code Section 53075.5(b)(3).
- 3.1.5. Proof of enrollment in Permittees current and active random drug and alcohol program.
- 3.1.6. Live Scan fingerprints taken at an approved California Department of Justice finger printing agency.
- 3.1.7. Acceptable CDL and DOJ background checks.
- 3.1.8. Payment of all applicable fees.

3.2. Driver Permit Issuance.

A Driver Permit shall be issued within five (5) business days after satisfaction of requirements in Section 3.1.

3.3. Term of Driver Permit.

A Driver Permit is valid one (1) year from the date of issuance, unless sooner suspended, revoked, otherwise terminated, or when issued based on a temporary or interim California driver license.

3.4. Renewal of Driver Permit.

Up to sixty (60) working days prior to the expiration of the Driver Permit, the driver may reapply for a Driver Permit pursuant and subject to Section 3 in order to allow time to review the application for renewal. The renewal of a Driver Permit shall be granted within five (5) business days of satisfaction of all requirements for renewal.

If a Driver Permit expires before approval of renewal, the driver will not be allowed to operate a taxicab until the renewal is approved, a renewal Driver Permit is issued, and the Driver Permit is in the driver's possession.

Drivers who do not apply to renew prior to the expiration of their permit will be charged late fees in accordance with the OCTAP fee structure.

3.5. Driver Permit Limitation.

An OCTAP Driver Permit is only valid for the driver to operate a taxicab for the Permittee indicated on the Driver Permit. A driver may not operate a taxicab for another company without completing the following:

- 3.5.1. Submitting an application to OCTAP transferring the company affiliated status and paying a transfer fee pursuant to Section 3.8.
- 3.5.2. Executing a proper lease, sublease, or owner-operator agreement with an OCTAP permitted company.
- 3.5.3. Reproduction of a Driver Permit is strictly prohibited for any reason with the exception of company management copying the permit for recordkeeping purposes.

3.6. Replacement Driver Permit.

A replacement for a lost Driver Permit, or a subsequent Driver Permit previously issued based on a temporary or interim California driver license, may be obtained from OCTAP, provided that the driver has submitted the following:

- 3.6.1. A replacement Driver Permit application along with the Driver Permit replacement fee.
- 3.6.2. A valid California driver license.
- 3.6.3. A California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete replacement application package, including fees.
- 3.6.4. Verification of enrollment in Permittees current and active Random Drug and Alcohol program.
- 3.6.5. Driver shall not operate a taxicab until a replacement permit is obtained and in possession of the driver pursuant to this section.

3.7. Expiration of Replacement Driver Permit.

A replacement Driver Permit shall expire on the same date as the lost original Driver Permit and shall not exceed the driver's annual permit period.

3.8. Driver Permit Transfer to Another Company.

A driver may request the transfer of his/her Driver Permit to another Permittee provided the driver has submitted the following to OCTAP:

- 3.8.1. A Driver Permit application signed by an authorized representative of the prospective Permittee.
- 3.8.2. The Driver Permit transfer fee.
- 3.8.3. Valid California driver license.
- 3.8.4. A California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete application package, including fees.
- 3.8.5. OCTAP Driver Permit to be transferred.
- 3.8.6. Verification of enrollment transfer in Permittees current and active random drug and alcohol program.
- 3.8.7. Driver shall not operate a taxicab until the transfer permit is obtained and in possession of the driver pursuant to this section.
- 3.8.8. A transferred Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the driver's annual permit period.

3.9. Driver Permit Denial.

A Driver Permit shall be denied if applicant:

- 3.9.1. Is less than 18 years of age.
- 3.9.2. Does not possess a valid California driver license (Class C).
- 3.9.3. Fails to enroll in the required random drug and alcohol program.
- 3.9.4. Fails the required drug and/or alcohol test. Upon testing positive for drugs and/or alcohol, the applicant shall not be eligible to reapply for a Driver Permit for a period of one (1) year from the test date.
- 3.9.5. Falsifies, or fails to disclose, material information on the application for a Driver Permit.
- 3.9.6. Is required to register as a sex offender pursuant to California Penal Code Section 290.
- 3.9.7. Is on formal probation or parole for any offense outlined herein.

- 3.9.8. Is convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any of the following or their equivalent: murder; a violation of California Vehicle Code Section 2800.2 (pertaining to disregard for safety of persons or property), Section 2800.3 (pertaining to flight from peace officer causing death or bodily injury), or Section 20001 (pertaining to duty to stop at scene of accident); robbery; pandering; pimping; crimes related to the manufacture, use, sale, possession, or transportation of controlled substances; sale or transportation of marijuana; crimes involving weapons; any crime for which registration would be required under California Penal Code Section 290; crimes involving credit card fraud or use of another person's identifying information without authorization (California Penal Code 530 or equivalent or substitute sections); or any other offense involving moral turpitude or any crime that is substantially related to the qualifications, functions or responsibilities of a taxicab driver.
- 3.9.9. Is convicted of any felony in any state (or pleads guilty or nolo contendere), other than those felonies listed in Section 3.9.8, within eight (8) years of application.
- 3.9.10. Is convicted (or pleads guilty or nolo contendere) of any of the following within five (5) years of application: reckless driving; driving under the influence of intoxicating liquors or drugs (DUI); use or possession of marijuana; a violation of California Vehicle Code Section 2800.1 (pertaining to flight from peace officer); Section 20002 (pertaining to duty where property is damaged), Section 20003 (pertaining to duty upon injury or death) or any corresponding substitute sections; vehicular manslaughter; and Penal Code Sections 240, 241, 242, and 243 or any corresponding substitute sections pertaining to assault and battery.
- 3.9.11. For good cause, subject to appeal pursuant to Section 8 below. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and/or convictions related to the responsibilities and functions of a taxicab driver, not specifically outlined in this section, that would preclude an applicant from possessing an OCTAP Driver Permit.

3.10. Driver Permit Suspension/Revocation.

A Driver Permit may be suspended or revoked by the OCTAP Administrator for any of the following reasons:

- 3.10.1. Failure to comply with the applicable provisions (including timeliness of submissions) of the OCTAP Regulations.

- 3.10.2. Circumstances providing grounds for denial of a Driver Permit as outlined in the OCTAP Regulations.
- 3.10.3. Revocation or suspension of driver's California driver license.
- 3.10.4. Driver's failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol officers.
- 3.10.5. Notification to OCTAP by the Permittee that the driver is no longer an authorized driver for the Permittee.
- 3.10.6. Testing positive on a drug and alcohol screening, or failure to submit to Permittees random drug and alcohol testing program.
- 3.10.7. Not enrolled and active in the required random drug and alcohol program.
- 3.10.8. Notification of any matter requiring such action by OCTAP.
- 3.10.9. For good cause pursuant to Section 8, subject to appeal. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and or convictions related to the responsibilities and functions of a taxicab driver, not specifically outlined in this section, that would preclude a driver from possessing an OCTAP Driver Permit.
- 3.10.10. A driver who has had a permit revoked shall be prohibited from applying for a new Driver Permit for one (1) year from the date of revocation.

3.11. Driver Permit Penalty/Suspension.

In lieu of revocation, the OCTAP Administrator may impose a penalty in the form of a fine, a period of suspension, or both a fine and a period of suspension as specified in the OCTAP Regulations.

3.12. Driver Permit Denial.

A Driver Permit applicant may appeal a permit denial, suspension or revocation as provided for in Section 8.

3.13. Driver Permit Surrender.

A Driver Permit holder shall cease to work immediately and shall surrender, within two (2) business days, his/her Driver Permit to OCTAP upon its expiration, suspension, revocation, or upon termination of his/her employment or affiliation with a Permittee.

4. TAXICAB PERMITS

4.1. Taxicab Permit Required.

No person shall operate a taxicab, or advertise a taxicab business, within the Area of Jurisdiction of an Agency without a Taxicab Permit from OCTAP.

4.2. Inspections.

OCTAP will complete a vehicle inspection prior to issuance, renewal, or replacement of a Taxicab Permit. Upon meeting all inspection standards and upon passing the taxicab inspection, OCTAP shall issue and install a nontransferable Taxicab Permit on each approved taxicab. The Taxicab Permit must remain affixed to the left-hand corner of the rear window of the taxicab for which the Permit is issued. A Taxicab Permit is valid for one (1) year from date of issuance, unless suspended or revoked for cause by OCTAP.

4.2.1. In addition to the initial and annual taxicab inspection, all taxicabs operated under OCTAP authority shall submit to random inspections by OCTAP inspectors, Agency peace officers, or Agency code enforcement officials. Failure to submit to an inspection may result in suspension or revocation of the Taxicab Permit and other administrative actions. OCTAP inspectors will complete a random inspection report at the time of inspection which shall indicate what repairs, if any, need to be made to the taxicab. Failure to meet applicable standards or the failure of any critical component, or multiple defects can be the basis to immediately place the taxicab into either "Must Repair" or "Out of Service" status. OCTAP shall provide a copy of the report to the Permittee. Agency Peace Officers may cite the drivers and companies for violations of the OCTAP regulations that are included their city's Municipal Code, or the California Vehicle Code, and will notify OCTAP of the actions taken for appropriate OCTAP follow up action.

4.2.2. If a taxicab fails any inspection due to Minor Items, the taxicab will be placed into "Must Repair" status. The Permittee is required to present the taxicab to OCTAP for re-inspection within ten (10) calendar days to verify that the required repairs have been made. If

the taxicab was placed into “Must Repair” status by the inspector, the vehicle may remain in service for up to ten (10) calendar days while repairs are made and completion of the repairs is verified by an OCTAP re-inspection. A re-inspection fee shall be required at the time of re-inspection.

- 4.2.3. In the event that all required repairs have not been made to a taxicab placed in “Must Repair” status within ten (10) calendar days, the Taxicab Permit will be revoked and must be surrendered to OCTAP. A new annual inspection will be required to place the taxicab back into service.
- 4.2.4. If a taxicab fails any inspection due to Major Items, the inspector shall place the taxicab into “Out of Service” status and shall suspend and remove the Taxicab Permit pending repairs and re-inspection. If the taxicab is placed into “Out of Service” status by the inspector, the taxicab may not be placed back into revenue service until it passes a re-inspection. A re-inspection fee shall be required at the time of re-inspection.
- 4.2.5. Upon correction, payment of fees, and passing a re-inspection, OCTAP shall reinstate the Taxicab Permit using the original expiration date.

4.3. Non-Permitted Vehicles.

Taxicabs that do not possess a valid OCTAP Taxicab Permit must display “Not In Service” signs indicating the vehicle is not available for service when on a public roadway. Signs must be a minimum size of 8 ½” x 11” with lettering which is visible up to at least 50 feet. Window signs shall be used and must be placed in both left and right rear side windows. If magnetic signs are used, they must be placed on one door of each side of the taxicab. If equipped, a not in service top light may additionally be used.

4.4. Vehicle Replacement.

OCTAP shall issue a Taxicab Permit for a replacement taxicab, valid for the time remaining under the Taxicab Permit of the replaced taxicab, upon satisfaction of the following conditions:

- 4.4.1. Permittee submits the new taxicab within two weeks of the time that the original permit is surrendered.
- 4.4.2. Surrender of an identifiable existing Taxicab Permit to OCTAP.
- 4.4.3. Payment of Vehicle Permit replacement fee.

4.4.4. The proposed replacement taxicab passes a taxicab inspection.

4.5. Taxicab Permit Renewal.

A Taxicab Permit shall be renewed annually by scheduling and presenting a taxicab to the OCTAP facility for inspection, and by paying all applicable fees.

4.5.1. Upon the successful completion of the taxicab inspection, OCTAP shall affix a new expiration year to the Taxicab Permit.

4.5.2. A taxicab presented for inspection after the permit expiration date will be charged late fees, up to and including the date the taxicab permit is renewed (in accordance with the current OCTAP Fee Structure), and subjects the Permittee to other administrative actions and fines.

4.6. Taxicab Permit Surrender.

A Permittee, when selling or removing a taxicab from the fleet, must assure that the OCTAP Taxicab Permit, welcome decals, and other OCTAP taxicab markings are removed and that the vehicle cannot be mistaken by the public as an authorized taxicab. OCTAP Permits and welcome decals must be surrendered to OCTAP.

4.6.1. A Permittee must immediately surrender the Taxicab Permit to OCTAP if a taxicab has been removed from the OCTAP approved insurance policy, if the Taxicab Permit is revoked, or upon its expiration (if the Taxicab Permit is not to be renewed).

4.6.2. A Permittee who fails to submit to a renewal inspection and fails to surrender a Taxicab Permit to OCTAP shall be charged late fees, up to and including the date of renewal of the taxicab, in accordance with the current OCTAP Fee Structure.

4.6.3. A taxicab permit which is voluntarily surrendered by a Permittee can be replaced upon completion of an annual taxicab inspection and payment of the required fees, or as provided in Section 4.7.

4.7. Replacement Taxicab Permit.

If a Taxicab Permit has been damaged or is missing due to theft or destruction, a replacement permit will be issued to the same taxicab and Permittee, upon completion of an inspection and payment of the required replacement fee. The replacement Taxicab Permit shall be valid for the remaining term of the Taxicab Permit that was replaced.

5. TAXICAB REQUIREMENTS

All taxicabs shall meet all requirements of the current California Vehicle Code. Current California Vehicle Code shall take precedence over any OCTAP taxicab requirement. Certain equipment must be present and fully functional as original equipment provided by the vehicle manufacturer (OEM), as specified in this section. Taxicabs must be maintained to these standards at all times.

5.1. Body Condition.

- 5.1.1. Taxicab must be free from body damage not attributed to normal wear and tear. No frame damage, holes, or loose pieces hanging from the taxicab body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely affixed and shall be original or replacement parts from the manufacturer of the vehicle.
- 5.1.2. The exterior of the taxicab shall be maintained in a clean condition and shall be free of excessive dirt, tar, oil, or other signs indicating obvious neglect to wash.
- 5.1.3. The taxicab paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, scratched, or show visible signs of rust.
- 5.1.4. The approved color scheme, name, monogram, or insignia and vehicle markings are consistent with the submitted and approved plan in accordance to Section 2.1.11.8.

5.2. Brake System.

All brakes and component parts thereof shall be maintained in good condition and in good working order, pursuant to California Vehicle Code § 26453.

5.3. Climate Control.

Taxicabs shall be equipped with a defrosting device which is adequate to remove snow, ice, frost, fog, or internal moisture from the windshield, pursuant to California Vehicle Code § 26712.

- 5.3.1. The air conditioning/heating units shall be functional at all times. The air discharged from the air conditioner interior vent system shall be continuously cool. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing. Systems shall operate on all OEM speeds with no excessive noise.

5.4. Exhaust System.

No taxicab shall be operated in a manner resulting in the escape of excessive smoke, flame, gas, oil, or fuel residue, pursuant to California Vehicle Code § 27153.

5.5. Fuel Tank Cap.

No taxicab shall be operated or parked upon any highway unless the filling spout for the fuel tank is closed by a cap or cover of noncombustible material, pursuant to California Vehicle Code § 27155.

5.6. Horn.

Taxicabs shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance of not less than 200 feet, but no horn shall emit an unreasonably loud or harsh sound, pursuant to California Vehicle Code § 27000.

5.7. Hubcaps or Wheel Covers.

Rims, hubcaps, or wheel covers shall be of like style on all wheels. Also, hubcaps and wheel covers shall be on all wheels for which they are standard equipment.

5.8. Interior Condition.

Passenger compartment, driver compartment, and trunk or luggage area shall be clean, fully operational, and available for customer use. The taxicab must be free of items not related to the operation of a taxicab, and offensive odors, including smoking of any kind, by a passenger or driver.

- 5.8.1. Seat upholstery shall be clean. Interior walls, carpet, flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done so as to reasonably match the existing interior.
- 5.8.2. Door handles and doors shall be intact, clean and operational. Each door shall be capable of being unlocked and opened from the interior of the taxicab.
- 5.8.3. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.

5.9. Interior Information.

A 4" x 6" Information Card shall be displayed in both front and rear compartments and in plain view of all passengers at all times that the taxicab is in operation.

- 5.9.1. The Information Card shall contain the following Permittee information: name, business address and telephone number. The Information Card must also include the name, address, website, and phone number of the regulating agency (OCTAP), the authorized fare schedule, and a credit card acceptance statement indicating, at minimum, MasterCard® and Visa® as acceptable forms of payment.
- 5.9.2. The taxicab fleet number must be a minimum height of 1 inch and be located adjacent to, or made part of the interior Information Cards.

5.10. Proof of Insurance.

Taxicab drivers shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle, pursuant to California Vehicle Codes § 16020 through 16028.

5.11. California Vehicle Registration.

Evidence of valid and current vehicle registration must be maintained in each taxicab, pursuant to California Vehicle Code § 4462.

- 5.11.1. Registered as a commercial vehicle, pursuant to California Vehicle Code § 260.
- 5.11.2. Registered to the Permittee showing the same Permittee name and address or registered to the OCTAP permitted driver showing the same permitted driver name and address.

5.12. License Plates.

Both front and rear permanent license plates must be present, pursuant to California Vehicle Code § 5202. If plates have not yet been issued by the DMV, proper and original DMV documentation, which authorizes temporary vehicle operation, must be presented to OCTAP. Upon receipt of commercial plates, Permittee must notify and provide a copy of the registration to OCTAP within ten (10) days.

5.13. Lights and Lenses.

- 5.13.1. Headlights shall be operational on both high and low beams, pursuant to California Vehicle Code § 24400.
- 5.13.2. Taillights shall be operational and the light emitted be red in color, pursuant to California Vehicle Code § 24600.
- 5.13.3. Emergency flashers shall be operational, pursuant to California Vehicle Code § 24252.
- 5.13.4. Reverse lights shall be operational, pursuant to California Vehicle Code § 24606(a).
- 5.13.5. Turn signal lights shall be operational, pursuant to California Vehicle Code § 24951(b) (1).
- 5.13.6. Brake lights shall be operational, pursuant to California Vehicle Code § 24603(b).
- 5.13.7. License plate light shall be operational, pursuant to California Vehicle Code § 24601.
- 5.13.8. Interior lights shall be OEM, operational, and set to automatically activate when passengers are entering or exiting the taxicab.
- 5.13.9. Light lenses must be OEM, intact and contain no holes or large cracks.

5.14. Color and Graphic Design.

In accordance to Permittees OCTAP approved color and graphic design, exterior design elements and information shall be permanently affixed to the taxicab and shall consist of Permittees, and any other OCTAP approved information or design elements.

- 5.14.1. Permittees company name and taxi reservation phone number shall be placed on each side of taxicab in letters not less than 3 inches in height (in contrasting colors).
- 5.14.2. Permittees taxicab number shall be placed on each side and rear of the taxicab in numbers not less than 3 inches in height in accordance to the OCTAP approved marking scheme.
- 5.14.3. Permittees “Authorized fare posted inside taxicab” statement and credit card acceptance statement shall be placed on each side of

taxicab and must be a minimum of one (1) inch in height. Accepted credit cards must, at minimum, include MasterCard® and Visa®.

- 5.14.4. Two OCTAP-issued customer information decals shall be placed on the outside of both side rear windows. The decals shall indicate that the taxicab has been safety inspected and indicate a telephone number to call for information.

5.15. Mirrors.

Taxicab shall be equipped with not less than two mirrors, including one affixed to the left-hand side, pursuant to California Vehicle Code § 26709.

5.16. Muffler.

Taxicab shall at all times be equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise, and no muffler or exhaust system shall be equipped with a cutout, bypass, or similar device, pursuant to California Vehicle Code § 27150(a).

5.17. Parking Brake.

Taxicab parking brake system shall be adequate to hold the vehicle, pursuant to California Vehicle Code § 26451.

5.18. Dispatch Devices.

Taxicabs shall be equipped with a two-way radio, cellular phone, computer system, or other dispatch and communication system, in working order.

5.19. Seat Belts.

Taxicab safety belts must be in good working order for the use of the occupants of the vehicle. The safety belts shall conform to motor vehicle safety standards established by the United States Department of Transportation, pursuant to California Vehicle Code § 27315.

5.20. Steering and Suspension System.

Steering and suspension system shall be in good mechanical order, pursuant to California Vehicle Code § 24002(a)(b).

5.21. Taximeter and Meter Seals.

- 5.21.1. A fully operational taximeter with current and intact seals, or other new metering device approved by the California Division of Measurement Standards.
- 5.21.2. Taximeter shall be certified by the County Sealer of Weights and Measures. The date the meter was certified must be on the seal and shall not be more than thirteen (13) months old. Private meter seals (paper and lead) from a certified meter shop may be used during periods of fare adjustments or when a taximeter has been repaired. Such temporary meter seals shall be valid for thirty (30) days only. Taximeters marked with "Need to Repair" tags, or equivalent, will not be accepted. Temporary meter seals will be accepted when performing annual inspections, provided the vehicle is returned for re-inspection within 10 days or before the temporary seal expires, whichever is sooner. If the only reason for the re-inspection is a temporary meter seal, the vehicle will be failed in service and a minor item re-inspection fee will be required at re-inspection.
- 5.21.3. Taximeter shall be placed in the Taxicab so that the reading dial showing the amount of fare to be charged is fully illuminated and easily seen by the passenger.
- 5.21.4. A taxicab shall be placed in an "Out of Service" status if the taximeter is not working, the seals are broken or missing, the date on the seal is missing or more than thirteen (13) months old, or the authorized fare is not being charged.
- 5.21.5. Taximeter shall not charge a fare other than the authorized fare.

5.22. Tires.

Tires must have tread depth of no less than 1/32 of an inch in any two adjacent grooves, showing no metal or fabric chords or sidewall damage, pursuant to California Vehicle Code § 27465(b).

5.23. Windows.

Front and rear windshield must be free of defects or objects that could obstruct, impair, or reduce the driver's vision, pursuant to California Vehicle Codes § 26708 and §26710.

- 5.23.1. Any replacement glass shall be OEM equivalent in all windows.

5.23.2. Windows shall be operational as originally designed.

5.23.3. No window tinting on windshield or front side windows per California Vehicle Code § 26708.

5.24. Windshield Wipers.

Windshield wipers maintained in good operating condition to provide clear vision through the windshield for the driver, pursuant to California Vehicle Code § 26707.

5.25. Foot Pedal Pads.

OEM rubber pads on all foot controls. Pads shall not be worn or deteriorated to the point that metal is showing.

5.26. Vehicle Age.

OCTAP shall not issue a Taxicab Permit for any vehicle more than ten (10) model years old measured from the current calendar year (example: during calendar year 2016 vehicle must be model year 2006 or later). Vehicles older than ten (10) model years shall not be eligible to operate as a taxicab under any condition except for wheelchair accessible vehicles which may be permitted for up to fifteen (15) model years, provided that the vehicle continues to meet all requirements, pass an annual inspection, and pass any random inspection that may occur during the permit year.ⁱ

5.27. Vehicle Maintenance and Records.

All taxicabs shall, at a minimum, be maintained following the service standards recommended by the vehicle manufacturer. Service records and repair or maintenance receipts shall be kept and made available to OCTAP Staff upon request.

5.28 Seating.

All taxicabs shall be equipped to seat no more than eight (8) passengers, excluding the driver.

6. TAXICAB OPERATION

A driver must possess a valid Driver Permit in order to operate a taxicab. Driver shall not operate a taxicab that does not have a properly affixed and valid OCTAP Taxicab Permit. Driver shall ensure daily that the taxicab meets all taxicab requirements prior to placing the taxicab in service. At all times that the taxicab is in operation, and does not display an out of service sign as required in the OCTAP regulations, the Driver Permit must be displayed. Any driver in possession of an altered, copied, or defaced permit will not be considered to be in possession of a valid driver's permit.

6.1. Solicitation.

Driver shall not leave his/her taxicab to solicit passengers.

6.2. Refusal to Transport.

A taxicab driver who is in service, not hired, and able to accommodate passengers, shall not refuse or neglect to transport any orderly person requesting transportation to that person's destination unless the driver can show beyond a reasonable doubt that one or both of the following conditions exist:

- 6.2.1. The driver personal safety is at risk.
- 6.2.2. The taxicab has been previously engaged by another person.

6.3. Direct Routes.

Driver shall carry a passenger to his/her destination only by the most direct and accessible route. With respect to a passenger's destination, a driver shall not:

- 6.3.1. Deceive or attempt to deceive any passenger who rides or desires to ride in his taxicab.
- 6.3.2. Convey or attempt to convey any passenger to a destination other than the one directed by the passenger.
- 6.3.3. Take a longer route to the passenger's destination than is necessary, unless specifically requested to do so by the passenger.
- 6.3.4. Fail to comply with the reasonable and lawful requests of the passenger as to speed.

6.4. Fares Charged.

Driver shall not charge fares or charges higher than those authorized in the OCTAP Regulations. Furthermore, the driver shall activate the taximeter and keep it activated at all times while carrying a fare-paying passenger.

6.5. Credit Card Payment.

In-vehicle electronic processing of credit cards using a magnetic swipe or microchip reader (when microchip reader is required by applicable state or federal law) as a method of payment to customers and issue a receipt for credit card payment. Accepted credit cards must, at minimum, include the acceptance of MasterCard® and

Visa®. A customer's personal and credit card information may only be used, processed, disseminated, and retained in accordance with current laws.

In-vehicle electronic processing is defined to mean that a customer's credit card information is electronically transmitted through a device intended for that purpose by means of a magnetic swipe or microchip reader. Credit card information may not be transmitted in any way to 3rd parties to perform a transaction.

6.6. Receipt.

Driver shall provide a receipt for the amount charged upon the request of the person paying the fare. Cash receipts and credit card receipts for payments using a device other than a credit card processing device provided by the Permittee, must contain the driver's name and permit number, telephone number, company affiliation name, charge amount, date, and time of transaction.

6.7. Accidents.

In the case of an automobile accident, unless rendered incapable, all drivers operating an OCTAP permitted taxicab shall comply with the minimum requirements for the mandatory exchange of information established in California Vehicle Code § 16025.

6.8. Agency or other Transportation Agreements.

Permitted OCTAP drivers may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:

- 6.8.1. The driver must continue to follow all OCTAP regulations.
- 6.8.2. Taxicab driver must continue to display OCTAP Driver Permit regardless of any other identification that may be required by the program or agency.
- 6.8.3. Taxi meter must continue to be operated at any time that the driver is carrying a customer, regardless of any other fare agreement.

6.9. Advertising.

Every permitted driver shall include in every written or oral advertisement of the drivers taxicab services, the name of the Permittee, the Permittee OCTAP permit number, and drivers OCTAP permit number. An advertisement includes, but is not limited to, the issuance of any card, sign, or device to any person; the causing, permitting, or allowing the placement of any sign or marking on or in any building or structure; or an advertisement in any media form, including newspaper, magazine, radio wave, satellite signal, or any electronic transmission, or in any directory soliciting taxicab transportation services.

6.10. Additional Operational Requirements.

- 6.10.1. Driver shall not carry more passengers in the taxicab than are authorized by the manufacturer's recommendations. Operational seat belts must be available for all passengers.
- 6.10.2. Driver shall operate a taxicab in accordance with all applicable state and local laws and regulations and with due regard for the safety, comfort, and convenience of passengers, and of the general public.
- 6.10.3. Driver will not knowingly operate a taxicab equipped with a faulty or inaccurate taximeter, or a taximeter that shows signs of having been tampered with, or is not sufficiently illuminated, or the face of the taximeter cannot be easily seen by the passenger, or does not have properly attached and dated seals.
- 6.10.4. Driver Permit must be displayed in the passenger side dashboard area, no alterations or information covered or hidden, so that passengers and law enforcement officers can easily view the permit from inside or outside of the vehicle. The Driver Permit must be attached in a way that makes it removable by the driver to provide to law enforcement, code enforcement officers, or OCTAP staff, when requested. If the driver's California driver license number appears on the Driver Permit, it may be covered by a removable label, if desired.
- 6.10.5. Nothing in this Section shall prohibit OCTAP or an Agency from requiring a Permittee or driver to comply with such additional operational requirements for safe, efficient and courteous service for the traveling public.

7. NON-PERMITTED TAXICAB OPERATION AND ADVERTISING

7.1. Information Warranting an Investigation.

The following information, provided by any person who identifies themselves and provides their contact information, will be deemed sufficient to warrant an investigation:

1. Reports alleging illegal taxicab operation shall require all of the following information be provided:
 - Date, time and location;

- Description of activity;
 - Vehicle's license plate number, color, make and model, and any distinctive characteristics.
2. As to an alleged violation of Government Code Section 53075.9 pertaining to advertising, a copy or sample of the advertising information (such as the sign, business card, advertising display, webpage, electronic recording or phone directory) evidencing non-compliance with the statute must be provided.
- 7.1.1. Upon review of the information required, and if the OCTAP Administrator or designee determines that the evidence warrants it, the OCTAP Administrator or designee will investigate for violation of OCTAP Regulations and issue any appropriate administrative action, including fines.
- 7.1.2. OCTAP will investigate reports and refer verified bandit taxi activity incidents to the local code or law enforcement agency with a request for appropriate action(s).

8. APPEALS AND ADMINISTRATIVE HEARINGS

In the event a permit is denied, suspended, revoked, or a penalty imposed, the applicant, Permittee, or driver shall be notified in writing of the adverse action and the reason(s) supporting it.

8.1. Notice of Appeal.

No later than ten (10) calendar days following the date on the notice of adverse action, the applicant, Permittee, or driver may submit a written appeal on a form provided by OCTAP. The applicant, Permittee, or driver shall set forth in the appeal the reason(s) why such action is not proper. Failure to file a timely appeal shall constitute a waiver of the right to an appeal.

8.2. Stay.

Except as provided in Section 8.3., if an appeal is properly filed the adverse action shall be stayed pending the final determination on appeal.

8.3. Stay, Exception.

If, in the OCTAP Administrator's opinion, the continued operation of a taxicab, possession of a Company Permit, or possession of a Driver Permit represents a health or safety hazard for the public, the adverse action shall not be stayed pending the final determination on appeal.

8.4. Initial Review of Appeal.

If an appeal is timely filed, the OCTAP Administrator shall either make the final decision regarding the appeal or shall assign a hearing officer to make the final decision regarding the appeal. The OCTAP Administrator may review the appeal and any additional information provided therein and shall have the discretion to determine the appropriate action in response to the appeal.

8.5. Hearing Officer.

In the event the OCTAP Administrator elects to assign a hearing officer to decide the appeal then the following shall apply:

- 8.5.1. The hearing officer shall not be an OCTA employee.
- 8.5.2. The hearing officer shall expeditiously schedule the appeal hearing.
- 8.5.3. The appellant and the OCTAP Administrator or the Administrator's designee shall each have the right to appear in person and be represented by legal counsel or other representative, to present evidence, to call and cross-examine witnesses under oath, and to present argument.
- 8.5.4. The formal rules of evidence shall not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible.
- 8.5.5. Hearsay evidence may be considered by the hearing officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence.
- 8.5.6. The OCTAP Administrator may promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.
- 8.5.7. The hearing officer shall have the discretion to determine the appropriate action in response to the appeal.
- 8.5.8. The decision of the hearing officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.

- 8.5.9. If the hearing officer decides to suspend or revoke a permit, the appellant shall immediately surrender the permit to the OCTAP Administrator.

8.6. Administrative Hearings.

Administrative hearings may be held at the discretion of the OCTAP Administrator when the denial, suspension, or revocation of a Company Permit or Driver Permit, or other administrative actions, are initiated for good cause and in the interest of the health, welfare, and safety of the public.

9. PERMIT FEES AND TAXICAB FARES

9.1. OCTAP Permit Fees.

A schedule for Permit fees will be proposed by the OCTAP Administrator, reviewed and recommended by the OCTAP Steering Committee, and approved by the OCTA Board of Directors in the amount necessary to recover all costs incurred by OCTA in the administration of OCTAP. The fee schedule adopted by the OCTA Board of Directors is attached hereto as "Attachment 1."

9.2. Taxicab Fares.

Driver must always run the taximeter when transporting a passenger. The fare charged the customer may not exceed the fare indicated on the taximeter except as provided in Section 6.8.

9.3. Metered Rates.

Taxicab metered rates are established by OCTAP.

- 9.3.1. Each Agency agrees to adopt the metered rates approved by the OCTAP Steering Committee, which is attached hereto as "Attachment 2."

- 9.3.1.1. Proposed revisions to the Metered Rate will be provided for consideration to the Steering Committee at a regularly scheduled quarterly meeting of the Steering Committee, or the Steering Committee may approve consideration of a revised Metered Rate recommended by a member.

- 9.3.1.2. The Steering Committee shall set a public hearing to receive comments from the public regarding any proposed revised Metered Rate. The public hearing may be set for the next regularly scheduled quarterly meeting date of the Steering Committee, or another time and place not less than forty-five

(45) days from the date of introduction of the proposed revised Metered Rate.

- 9.3.1.3. The OCTAP Administrator shall notify OCTA Staff, the City Manager of each participating Agency, taxicab company Permittees, and representatives of the Orange County tourism industry, and shall post and publish a public notice of the public hearing in a newspaper of general circulation in the County of Orange at least once, no less than fifteen (15) days prior to the date of the public hearing.
- 9.3.1.4. The Steering Committee shall consider the proposed revised Metered Rates along with any public testimony presented in writing or orally at the time of the Public Hearing. The Steering Committee may adopt, modify, or reject the proposed Metered Rates. Any adopted revisions to the Metered Rates shall become effective no less than thirty (30) days following the adoption by the Steering Committee.
- 9.3.1.5. Upon adoption of revised Metered Rates, but no later than fifteen (15) days thereafter, the OCTAP Administrator shall notify OCTA Staff, the City Manager of each participating Agency, taxicab company Permittees, and representatives of the Orange County tourism industry, of said adoption, and shall post and publish a public notice of said adoption in a newspaper of general circulation in the County of Orange at least once, no later than fifteen (15) days subsequent to the date of adoption.
- 9.3.1.6. Any action by the Steering Committee to adopt a revised Metered Rate shall require adoption by an affirmative vote of a majority of all members of the Steering Committee representing a participating Agency, regardless of the number of such members present and voting.

9.4. Refund Policy.

There shall be no refund of any portion of the fees described in the OCTAP Regulations.

10. AMENDMENTS TO REGULATIONS

10.1. Administrative Amendments.

The Steering Committee may adopt administrative amendment(s) to the OCTAP Regulations. OCTAP shall notify each Agency and the OCTA Board of Directors of any changes adopted pursuant to this section.

10.2. Substantive Amendments.

Notwithstanding Section 10.1., the Steering Committee is not authorized to adopt substantive amendments to the OCTAP Regulations. Any substantive amendment shall be recommended by the Steering Committee and be approved by each Agency. These amendments shall be effective only in the Area of Jurisdiction of each Agency that has approved the amendment(s). For purposes of this section, a substantive amendment is defined as an amendment likely to have any of the following effects:

- 10.2.1. Affect the rights, responsibilities, and participation of any Agency (such an amendment must also be approved by the OCTA Board of Directors).
- 10.2.2. Decrease the number of Companies or the number of taxicabs operating in the Area of Jurisdiction of any Agency.
- 10.2.3. Affect the purpose of the OCTAP Regulations.

10.3. OCTAP Permit Fees and Taxicab Metered Rates.

- 10.3.1. Sections 10.1 and 10.2 above shall not apply to an amendment to the OCTAP fee schedule, attached hereto as Attachment "1," which is adopted by the OCTA Board of Directors.
- 10.3.2. An amendment of the taxicab Metered Rates attached hereto as "Attachment 2" and adopted pursuant to Section 9.3.1.6. of these Regulations shall be considered an administrative amendment pursuant to Section 10.1 in order to ensure uniformity of fares within Orange County.

--End of Regulations--

OCTAP Regulations – Attachment 1
ORANGE COUNTY TAXI ADMINISTRATION PROGRAM

OCTAP FEE STRUCTURE

(Effective: July 1, 2017)

Company Permit

New One-Year Permit	\$4,845.57
Renewal	
One-year	\$1,602.93
Three-year	\$5,003.71

Vehicle Permits (per vehicle)

Annual Vehicle Inspection and Permit	\$451.03
Random Vehicle Inspection	No Charge
Re-inspection for Failed Major Item	\$170.89
Re-inspection for Failed Minor Item (within 10 days of original inspection)	\$75.39
Substitution or Replacement	\$60.84

Driver Permits

Annual Permit	\$120.33
Replacement	\$16.87
Transfer (to another company)	\$22.50
Re-instatement	\$22.50

Late Fees (Per Calendar Day)

Vehicle Permit - Maximum 15 days	\$32.61
Driver Permit – Maximum 4 days	\$32.61

Fees shown are paid to OCTAP. Additional fees are paid by driver for drug testing, fingerprinting, and/or background check.

OCTAP Regulations – Attachment 2

ORANGE COUNTY APPROVED TAXICAB METERED RATES

Effective: July 19, 2014

\$3.50 for the flag drop and first 1/5 mile
\$0.55 for each 1/5 mile, after the first 1/5 mile (\$2.75 per mile)
\$32.00 per hour wait time (Approximately \$0.53 per minute)

No Extra Charge for Additional Passengers.

OCTAP Regulations – Attachment 3

OCTAP ADMINISTRATIVE ACTION AND FINES SCHEDULE

Effective: July 1, 2016

Applies to Taxicab Permittee	DESCRIPTION	FINES (per occurrence)	ACTION
	Advertising Failure to include, in any form of advertisement; the company permit number and company name associated with the permit.	Up to \$5,000	Escalating fines per advertising occurrence, up to \$5,000 per incident.
	Taxicab permit Valid permit must be affixed to taxicab. Not in Service signs required if cab is not available for service.	\$500	Warning or suspension of company permit and revocation of all taxicab permits. Renewal, replacement, or re-inspection and fees apply.
	Random drug and alcohol testing Failure to maintain program in accordance to the policy submitted to OCTAP.	\$500	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Unauthorized driver Allowing a non-permitted individual or a driver to operate a taxicab without establishing a lease or owner-operator agreement.	\$500	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Insurance Failure to submit renewal at least one business day prior to policy expiration, incomplete submission, unqualified insurance provider, or inadequate coverage.	\$250	Suspension of company permit and revocation of vehicle permits on insurance policy expiration date. Re-inspection and fees apply.
	Fares Operating or allowing a driver to use a rate higher than authorized fares.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees may apply.
	Failure to Cooperate or Comply with Regulations Failure to respond or provide documents requested by OCTAP and any failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Vehicle Registration Expired vehicle registration or operating a vehicle not registered to the OCTAP Permittee or affiliated permitted driver.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Taximeter Broken or missing seals, outdated seals, non-functioning meter, or a taximeter that charges a fare other than the authorized metered rate.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Dispatch Failure to provide reservation and dispatch services or records in accordance to company policy submitted to OCTAP, or failure to provide dispatch records to OCTAP upon request.	\$100	Fine will increase to \$250 after second offense in a 24 month period. May result in suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	DMV Pull Notice Program Failure to maintain an active program, to enroll driver(s), to notify OCTAP of non-qualified driver(s) as required, or to provide pull notice records to OCTAP upon request.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Fine may increase for repeated occurrences

	Customer Information Failure to display required interior information; out of service sign.	\$50	Warning. Re-inspection and fees apply.
	Driver Affiliation Notification Failure to notify OCTAP of non-qualified or unauthorized driver(s) within 48 hours.	\$50	Warning or suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Advertising Failure to include in any advertisement the OCTAP issued company and driver permit number and affiliated taxicab company name.	Up to \$5,000	Escalating fines per occurrence, up to \$5,000 per incident.
Applies to Taxicab Driver	Operating an Unsafe Vehicle Driver shall ensure daily that the taxicab meets all safety and inspection standards prior to placing the taxicab in service.	\$250	Vehicle may be placed Out of Service. Re-inspection and fees may apply.
	Fares Failure to run taximeter; charging a fare that exceeds authorized metered rate.	\$250	Repeated occurrence may result in suspension or revocation of Driver Permit.
	Failure to Comply with Regulations Allowing another person to use your driver permit, a non-permitted person, or driver not affiliated with Permittee to operate your taxicab. Operating a taxicab without a lease or operating agreement with Permittee; and any other failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning, suspension, or revocation of driver permit.
	Acceptance of Payments Failure to accept Visa and/or MasterCard payments.	\$100	Warning, suspension, or revocation of driver permit for repeat offenses.
	Company Affiliation Driving a taxicab for a company not identified on your driver permit.	\$100	Warning, suspension, or revocation of driver permit.
	Failure to Cooperate Fail to respond to requests, or to provide documents requested by OCTAP staff.	\$100	Warning, suspension, or revocation of driver permit.
	Altered Permit Possession or use of an altered OCTAP permit.	\$100	Warning, suspension, or revocation of driver permit.
	Taximeter Broken or missing seals, outdated seals, non-functioning meter.	\$50	Taxicab will be placed Out of Service. Re-inspection and fees will apply
	Receipt Failure to provide a receipt or to provide a receipt that meets requirements set forth in regulations.	\$25	Re-inspection and fees may apply.
	Driver Permit Failure to display as required.	\$25	Fine increases to \$50 after second offense in a 24 month period.
	Insurance and Registration Failure to produce evidence of current insurance and/or registration	\$25 per item	Fines increasing to \$50 per item after second offense in a 24 month period.

ⁱ Amended by the OCTAP Steering Committee on July 20, 2017.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

During Fiscal Year 2017-18, there were seven Community Facilities Districts (CFDs). Annually, special taxes are levied and collected to pay for the annual costs associated with these CFDs. There are three bonded CFDs in which the special taxes are used to make payments related to bonds that were issued for the benefit of the CFD. There are four non-bond (public services) CFDs in which the special taxes are used to pay the annual public safety and maintenance costs associated with the CFDs.

During November 2017 the City of Brea issued 2017 Brea Plaza CFD Special Tax Refunding Bonds to refund (refinance) the outstanding 2009 Brea Plaza CFD Special Tax Bonds.

Government Code Sections 50075.3 (Report on Special Taxes) and 53411 (Report on Bond Proceeds) require the chief financial officer of the issuing local agency to file the annual financial report with its governing body no later than January 1 of every year. The attached reports provide a summary which include the beginning balance as of July 1, 2017; amounts collected and expended during Fiscal Year 2017-18; and the ending balance as of June 30, 2018, for each CFD. These Annual CFD Financial Reports are also posted on the City's website.

FISCAL IMPACT/SUMMARY

There is no fiscal impact related to the issuing of these reports. As mandated by the California Government Code Sections 50075.3 and 53411, City staff is submitting the Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2018. The report will insure compliance with Sections 50075.3 and 53411 of the California Government Code.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager/Accounting

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

CITY OF BREA
BONDED COMMUNITY FACILITIES DISTRICTS REPORT
SPECIAL TAXES
FOR FISCAL YEAR ENDED 6/30/2018

District	Balance 7/1/2017	Special Taxes Collected During FY 2017-18	Special Taxes Expended During FY 2017-18	Balance 6/30/2018	Project Status
CFD 1996-1 (Downtown Brea)	\$418,401	\$263,140	\$263,443	\$418,098	Ongoing
CFD 1997-1 (Olinda Ranch)	\$836,596	\$501,047	\$483,348	\$854,295	Ongoing
CFD 2008-2 (Brea Plaza)	\$1,055,522	\$694,562	\$488,936	\$1,261,148	Ongoing

Notes:

The amount reported for the balance at 7/1/2017 for all three CFDs has been revised from the prior year balance at 6/30/2017 to include the cash held with bond trustee. This cash is legally pledged toward the payment of bonds.

Amounts reported for special taxes collected during FY 2017-18 include special taxes and interest earnings.

For CFD 1996-1 (Downtown Brea), the amount reported for special taxes expended during FY 2017-18 was for bond payments, administrative costs, and slope maintenance (Brea Gateway Center).

For CFD 1997-1 (Olinda Ranch) and CFD 2008-2 (Brea Plaza), the amount reported for special taxes expended during FY 2017-18 was for bond payments and administrative costs.

CITY OF BREA
BONDED COMMUNITY FACILITIES DISTRICTS REPORT
BOND PROCEEDS
FOR FISCAL YEAR ENDED 6/30/2018

District	Balance 7/1/2017	Bond Proceeds Issued During FY 2017-18	Bond Proceeds Expended During FY 2017-18	Balance 6/30/2018	Project Status
CFD 2008-2 (Brea Plaza)	-	\$9,001,305	\$9,001,305	-	Completed

Notes:

During November 2017, the City of Brea issued 2017 Brea Plaza CFD Special Tax Refunding Bonds to refund (refinance) the outstanding 2009 Brea Plaza CFD Special Tax Bonds.

The amount reported for Bond Proceeds issued includes the 2017 Bonds in the amount of \$8,555,000; bond premium of \$286,985; and the balance from the 2009 Bonds reserve fund.

The amount reported for Bond Proceed expended includes the payoff of the outstanding 2009 Brea Plaza CFD Special Tax Bonds and the costs of issuance.

CITY OF BREA
NON-BONDED (PUBLIC SERVICES) COMMUNITY FACILITIES DISTRICTS REPORT
SPECIAL TAXES
FOR FISCAL YEAR ENDED 6/30/2018

District	Balance 7/1/2017	Special Taxes Collected During FY 2017-18	Special Taxes Expended During FY 2017-18	Balance 6/30/2018	Project Status
CFD 2008-1 (Blackstone Residential Development)	\$376,863	\$763,318	\$954,657	\$185,524	Ongoing
CFD 2011-1 (La Floresta Residential/Commercial Development)	\$147,554	\$272,405	\$276,156	\$143,803	Ongoing
CFD 2013-1 (Taylor-Morrison Residential Development)	\$86,052	\$48,442	\$41,891	\$92,603	Ongoing
CFD 2013-2 (Central Park Village Residential Development)	-	\$30,608	-	\$30,608	Ongoing

Notes:

The amount for the balance at 7/1/2017 for CFD 2008-2 was revised from the prior year balance at 6/30/2017 for interest earnings that should not have been included. The interest earnings were earned on an endowment provided by the original developer and were credited toward the cash of the endowment and cannot be used toward eligible public services that are paid for by special taxes.

The amounts reported for special taxes collected during FY 2017-18 include special taxes and interest earnings.

For CFD 2008-1 (Blackstone Residential Development), the amount reported for special taxes expended during FY 2017-18 was for public safety services and maintenance of facilities.

CFD 2011-1 (La Floresta Residential/Commercial Development), the amount reported for special taxes expended during FY 2017-18 was for public safety services and maintenance of facilities.

For CFD 2013-1 (Taylor-Morrison Residential Development) the amount reported for special taxes expended during FY 2017-18 was for public safety services.

For CFD 2013-2 (Central Park Village Residential Development) reported no special taxes expended during FY 2017-18.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Annual Development Impact Fee Report for the Fiscal Year Ended June 30, 2018.

RECOMMENDATION

Receive and File Report.

BACKGROUND/DISCUSSION

Annual Report

The City Council established and adopted various Development Impact Fees in 1995 to pay for necessary infrastructure improvements needed to support new development projects within Brea. These included Traffic, Water, Dispatch and Fire Impact Fees, which were established by Ordinance Nos. 966, 967, 968, and 969 respectively. An annual review of fees occurs with the budget process, with fee updates made as governed by the terms of the applicable impact fee ordinance or resolution. Since the inception of the Impact Fee Programs in 1995, there have been several resolutions adopted by City Council, which set the fees as shown below:

Resolution 2011-096 for Traffic Impact Fees;
Resolution 03-15 for Water Impact Fees;
Resolution 06-105 for Dispatch Impact Fees; and,
Resolution 06-104 for Fire Impact Fees.

Government Code § 66006 ("GC § 66006), commonly referred to as AB-1600, which was passed into law in 1988, requires that municipalities who impose Development Impact Fees provide the following information to the public annually for each fund within 180 days after the last day of each fiscal year:

- (A) Brief description of the type of fee in the account or fund;
- (B) Amount of the fee;
- (C) Beginning and ending balances of the account or fund;
- (D) Amount of fees collected and the interest earned;
- (E) Identification of each public improvement on which fees were expended, the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- (F) Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete;
- (G) Description of each interfund transfer or loan made from the account or fund, including the

public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and,
(H) Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Furthermore, GC § 66006 requires the local agency to review said information not less than 15 days after the information is made available to the public at the next regularly scheduled public meeting. Therefore, staff has prepared said information within an Annual Report, which will be made available to the public (see attached Annual Report).

Some of the needs for capital facilities to accommodate new growth identified during past nexus studies have been addressed through the completion of capital projects and purchases of equipment and facilities. The Nexus Fee Program continues to make progress annually to complete the nexus improvements as stated within each respective study. However, based on cost fluctuations since the last Nexus Fee Studies, there is a need to update each respective study as soon as feasible.

Traffic Impact Fee Program

As stated previously, Ordinance No. 966 established the Traffic Impact Fee Program and Resolution 95-51, as adopted by the City Council in May of 1995, approved the Traffic Nexus Studies and set the fees. The approved traffic studies identified 18 intersection and link locations in the City, which would require improvements due to the impacts of future development. The fee program identified these improvements with an estimated cost of \$44 Million. Of this \$44 Million, \$34 Million was associated with the new development impacts and allocated into four (4) Fee Districts within the City Limits. This Nexus cost was then used to set the individual impact fees for residential and commercial/office/industrial development.

In 2011, an update to the Traffic Nexus Fee Study was completed using the Brea Area Traffic Model ("BATM") which further updated the required nexus improvements with costs as associated with future development. This study concluded that 1/2 of the original nexus improvements were completed, some were redefined, and the others were deemed not required as part of the Master Plan of Highways. Therefore, this list of future improvements was updated to depict eleven (11) projects with a total Nexus cost of \$19.4 Million. The balance of the Fee Program at that time was estimated at over \$10.5 Million, whereby the new Fees were set based on the difference of approximately \$8.9 Million. In December 2011, the City Council approved the 2011 Traffic Nexus Fee Study and adopted Resolution 2011-096, which set the new fees and consolidated the fee program districts from four to one. These Projects have been identified in the City's Capital Improvement Program.

Several of the Projects within the Traffic Nexus Fee Program, such as: the SR 57/Lambert Interchange Project and Imperial/SR 57 Interchange Project, require extensive work and coordination with Caltrans and the Orange County Transportation Authority for oversight and the regional funding share. The 2011 study estimated these improvements to cost a combined \$39.5 Million. However, since 2011, construction costs have increased on average 5% per year or roughly 30% over the last six years. Additionally, due to the current Brea Envisions Community Strategic Plan goals with potential future changes to land use and transportation, it is recommended that an update to the Traffic Nexus Study be completed as soon as feasible.

Water Impact Nexus Program

Ordinance No. 967 initiated the Water Nexus Fee Program and established the fees

via Resolution 95-52. In 2002, the City conducted a study entitled "Water Master Plan Update", which was used to determine the need for future water infrastructure as the result of future development. Additionally a report was completed entitled "City of Brea Water Master Plan Update Recommended Water Impact Fees" which was used to update the impact fees. In March 2003, the City Council adopted Resolution 03-15 to set the Water Impact Fees into three (3) water districts. Additionally, Resolution 03-15 provided a provision to update the Water Impact Fees annually to account for inflation using the Engineering News Record 20-City Construction Cost Index. In 2009, the Water Master Plan was updated again, which identified 11 capital projects with cost estimates for the nexus improvements for a total program cost of approximately \$5 Million. Due to the same rationale within the Traffic Impact Nexus Program, staff recommends updating the Water Nexus Fee Program as soon as feasible.

Dispatch Impact Fee Program

Ordinance No. 968 established the Dispatch Impact Fee Program and Resolution No. 95-53 set the appropriate impact fees attributed to future development. In 2006, the City updated the Fire and Dispatch Impact Analysis, which provided a published study to reflect the impacts of future development. This study was incorporated into Resolution No. 06-105 that updated the impact fees, which was adopted by the City Council on December 19, 2006. In 2013, the City updated the Fire and Dispatch Impact Fee Study to reflect increases to costs since 2006. This study showed a general increase to the impact fees for both Fire and Dispatch Impact Fees, which was presented to Finance Committee on April 9, 2013. However, due to the opportunity to possibly move to a regional dispatching service, it was recommended to not update the fees and to come back at a later date when more information becomes available.

One of the impact improvements identified within the 2006 and 2012 update was the acquisition of the Computer Aided Dispatch / Records Management System (CAD/RMS). There are several other dispatch facilities and equipment needs that are depicted as planned improvements within the 2012 study which have not been fully funded. Therefore, for the same reasons mentioned in the previous Nexus Fee Programs, staff recommends updating the Fire and Dispatch Impact Fee Program.

Fire Impact Fee Program

Ordinance No. 969 established the Fire Impact Fee Program and Resolution No. 95-54 set the appropriate impact fees attributed to future development. As stated previously, in 2006 and 2012 the City updated the Fire and Dispatch Impact Study. As with the Dispatch Impact Fees in the 2012 update, the Fire Impact Fees also increased, but due to the potential regionalization of the Dispatch Services, the study was not adopted by City Council and the fees remained the same. One of the major facilities completed in the past five years within the Fire Impact Fee Program was Fire Station No. 4. This station serves the Carbon Carbon area. There are several other needs associated with the development impacts to Fire as identified within the 2012 study which have yet to be implemented. Therefore, for the same reasons mentioned in the previous Nexus Fee Programs, staff recommends updating the Fire and Dispatch Impact Fee Program.

FISCAL IMPACT/SUMMARY

Pursuant to GC § 66006, information pertaining to the Impact Fee Program needs to be provided to the public annually within 180 days after the close of the Fiscal Year. Staff has prepared the Annual Development Impact Fee Report for the public to review and for City Council's review to receive and file. Additionally, as stated previously in this Agenda Report, staff recommends updating each Nexus Impact Fee Study via professional consultant(s) with the specific expertise in Nexus Fee Programs as soon as feasible. It is anticipated that the cost of the collective Nexus Impact Fee Studies would be in the range of \$75,000 - \$100,000, which would be funded by the Impact Fee Programs.

Traffic, Water, Dispatch and Fire Impact Fees have realized revenues and incurred expenditures as detailed in the Annual Report for Fiscal Year Ended June 30, 2018. Therefore, there is no General Fund Impact from this action.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Warren Coleman, Senior Management Analyst

Concurrence: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Attachments

Impact Fee Report

CITY OF BREA
DEVELOPMENT IMPACT FEE PROGRAM

Annual Report
Fiscal Year Ended June 30, 2018
Prepared on 11/26/18

Pursuant to Government Code Section 66006, the following information contains information that is required to compile the annual report for Development Impact Fees. There were no refunds related to water impact fees, traffic impact fees, dispatch impact fees, or fire impact fees made pursuant to subdivision (e) and (f) of Section 66001.

Water Impact Fees (Fund 541) was established by Ordinance 967 in order to offset new development projects and its sphere-of-influence. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

Amount of Fee

District 1, All Zones - \$403 per 1" equivalent meter
District 2, Zone 790 & Below - \$3,101 per 1" equivalent meter
District 2, Zone 900 - \$23,073 per 1" equivalent meter
District 2, Zone 1050 & Above - \$83,919 per 1" equivalent meter
District 3, Zone 790 & Below - \$403 per 1" equivalent meter
District 3, Zone 1000 - \$16,878 per 1" equivalent meter
District 3, Zone 1200 - \$18,310 per 1" equivalent meter
District 3, Zone 1400 & Above - \$18,310 per 1" equivalent meter

The beginning balance was \$ 869,461.14 and the ending balance was \$ 952,485.78. The fees collected were \$ 81,689 and the interest earned was \$ 1,335.64. There were no funds uncommitted.

For fiscal year 2017-18, \$ 0.00 was spent on administrative/operational costs.

Traffic Impact Fees (Fund 540) was established by Ordinance 966 to offset new traffic impacts and finance construction of new traffic improvements caused by new development projects within Brea, including portions of its sphere of influence when annexed into the City.

Land Use Category	Unit of Development	Fee
Low Density Residential (Up to 6 d.u. per acre)	Per dwelling unit	\$1,974
Med. Density Residential (7 to 12 d.u. per acre)	Per dwelling unit	\$1,453
High Density Residential (13 d.u. per acre & over)	Per dwelling unit	\$1,203
Gen. and MU Commercial	Per gross square foot	\$2.35
Regional Commercial	Per gross square foot	\$2.24
Office/Industrial	Per gross square foot	\$1.25
Other	Per trip end	\$89

Traffic Impact Fees (Continued)

The beginning balance in this fund was \$12,799,970.11 for the fiscal year with an ending balance of \$10,487,292.60. Per the 2011 Nexus Study, the fair share amount set aside for use on the SR-57 and Lambert Interchange project was set at \$12,650,000. Of this amount, the balance as of June 30, 2018 was \$7,910,262. The fees collected were \$266,919.80, the interest earned was \$37,877.83. There were no funds uncommitted.

For fiscal year 2017-18, \$81,293.27 was spent on administrative/operational costs and \$2,535,793.54 was spent in project expenditures. The project expenditures are as follows:

<u>Project</u>	<u>Expenditures</u>	<u>Percent of Total Project Expenditures</u>
Project 7251 SR-57 Freeway/Lambert Rd. Interchange	\$ 2,407,694.14	100 %
Project 7707 Brea Blvd Signal Synchronization	\$ 91,137.98	100 %
Project 7709 Birch Street Traffic Signal Synchronization	\$ 36,961.42	100 %
Total Impact Fee Expenditures	<u>\$ 2,535,793.54</u>	

Dispatch Impact Fees (Fund 543) was established by Ordinance 968 to offset new dispatch/communications impacts and finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within Brea, including portions of its sphere of influence when annexed into the City.

Dispatch Impact Fee is \$55.00 for each dwelling unit.

The beginning balance in this fund was \$317,854.48 with an ending balance of \$323,857.54. The fees collected were \$5,285 and interest earned was \$718.06. There were no funds uncommitted.

For fiscal year 2017-18, \$0.00 was spent on administrative/operational costs and \$0.00 was spent in project expenditures.

Fire Impact Fee (Fund 542) was established by Ordinance 969 to fund the cost of building a fire station and purchasing new fire engines and equipment required to serve new development.

Fire Impact Fees	
Residential	
Single Family	\$1,029
Multifamily	\$731
Nonresidential	
Commercial	\$191
Office	\$267
Industrial	\$138

The beginning balance in this fund was \$410,795.17 with an ending balance of \$543,804.03. The fees collected were \$132,588 and the interest earned was \$420.86. There were no funds uncommitted.

For fiscal year 2017-18, \$0.00 was spent on administrative/operational costs.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/04/2018
SUBJECT: Legislative Platform for the 2019 Legislative Session

RECOMMENDATION

It is recommended that the City Council adopt the attached City of Brea Legislative Platform for the 2019 legislative session.

BACKGROUND/DISCUSSION

Each legislative session brings a mix of new and recurring issues for cities to tackle. In order for the City of Brea to proactively engage in the legislative process, staff has prepared the attached legislative platform for City Council consideration.

The platform outlines City Council positions on essential issues and serves as City Council authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels. It provides staff with clear direction regarding the types of issues the City will monitor during the legislative session and also enables staff to respond quickly with the City's position as amendments to bills occur in the legislature.

The legislative platform is adopted on a yearly basis just prior to the legislative session and has been a recurring practice by the City Council for several years. Typically, staff reviews the previous year's legislative platform and suggests edits to keep the list current. Thus, the proposed 2019 Legislative Platform attached to this report has been reviewed by the Executive Directors and incorporates their suggested changes. The City Council also reviewed and discussed this draft during the November 20, 2018 City Council Study Session.

Items added to the 2019 platform include supporting increasing the State's minimum threshold for public works projects that require prevailing wage, encouraging CalPERS to provide member agencies with enhanced data that accounts for true retirement costs, supporting State and Federal funding to enhance mental health services for those living in homelessness and opposing legislation that would eliminate a homeowner or business' ability to choose what energy resources best meet their needs.

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with the review and discussion of the 2019 Brea Legislative Platform.

The City of Brea proactively engages in the legislative process by annually adopting a legislative platform. The platform outlines City Council positions on essential issues and serves as authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Liz Pharis, Senior Management Analyst

Concurrence: Mario E. Maldonado, Human Resources Manager

Attachments

2019 Legislative Platform

2019 Legislative Platform

1. City Finances

- A. Support reduced interference/financial take-aways by the state for local government.
- B. Support stability, predictability and independence in local government budgeting.
- C. Oppose imposition of state, federal and regional mandates upon local governments, as well as federal mandates on the state, especially those for which no funding exists.
- D. Support increases in local flexibility for use of state, federal and regional funding opportunities.
- E. Support the continuation of the tax-free status of municipal bonds.
- F. Encourage the County of Orange to make available more detailed auditing and reporting information regarding property tax and assessment appeals filed on property within our city limits.
- G. Support modification of the tax system to reflect the change in the State's economy from a manufacturing base to a service and information base.
- H. Support the preservation and enhancement of the City's ability to generate revenues from all types of sales.
- I. Support supplements to local funds to comply with mandates created by the National Pollutant Discharge Elimination System (NPDES) provisions of the Federal Clean Water Act.
- J. Oppose the imposition of federally mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
- K. Support full cost reimbursement to local agencies by the State and Federal government for all mandated programs.
- L. Support generation, protection and timely allocation of local funding distributed by the state and federal government (e.g. prop 42 funds, 1A funds, stimulus monies).
- M. Oppose regional redistribution of sales tax revenues.
- N. Support local government share of any Internet sales tax revenues.
- O. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.

2019 Legislative Platform

2. **Economic Development /Successor Agency to the Redevelopment Agency/
Redevelopment Dissolution Process**
 - A. Support new legislation that provides financial incentives (state grants or tax incentives) for mixed-use or “smart growth” principles.
 - B. Support efforts to facilitate the production of workforce housing, including infill housing incentives, grants to local agencies and private developer partnerships.
 - C. Support legislation that clarifies and narrows the prevailing wage standard for economic development, public works, and affordable housing projects.
 - D. Support increasing the State’s minimum threshold for public works projects that require prevailing wage.
 - E. Support efforts to assist local business growth and economic development post Redevelopment.
 - F. Oppose efforts to cut funding from Community Development Block Grant and other federal grant programs.
 - G. Support state legislation to bring back economic incentives for cities to use post Redevelopment.

2019 Legislative Platform

3. Land-Use Decisions

- A. Support efforts to protect local land-use authority, recognizing that potential regional impacts imply responsible local action.
- B. Oppose legislation which weakens the City's position for land use controls due to potential claims of partial takings and any requirements for compensation of such claims.
- C. Oppose actions that redefine the annexation process to require so-called "revenue neutral" annexations.
- D. Oppose County of Orange processing of development projects within Brea's Sphere of Influence and any development agreements or other entitlements in sphere of influence areas that do not conform to City standards. Promote County of Orange compliance with existing Memorandum of Understanding regarding development within the Sphere of Influence.
- E. Support housing element reform that provides local government the greatest flexibility to achieve realistic goals and support funding of mandated General Plan Housing Element Updates and related processes (i.e. RHNA).
- F. Support efforts to reduce the role of the State's Housing and Community Development Department in City affairs.
- G. Support the definition of reasonable housing occupancy standards.
- H. Support actions that enable cities to play a substantive role in the licensing of group homes.
- I. Support State funding proposals that provide incentives for affordable housing production, healthy community actions (e.g. Tracks at Brea project), and Sustainability Plans for energy efficiency and/or Green House Gas reductions.
- J. Support State funding proposals that provide incentives for smart growth goals and policies and sustainable development practices within General Plans.
- K. Support efforts to fund essential public facilities.
- L. Support methods to enhance goods movement that do not further impact traffic or air quality.

2019 Legislative Platform

4. Human Resources

- A. Oppose legislation that expands or extends any public safety presumptions of occupational injury or illness and support legislation that repeals the presumption that the findings of a treating physician are correct.
- B. Oppose legislation that increases workers' compensation benefits without providing for concurrent cost controls.
- C. Support workers' compensation reform that requires formulas to rely on more evidence of work-related causation to determine compensability.
- D. Oppose the imposition of compulsory and binding arbitration with respect to public employees upon local government.
- E. Oppose the imposition of mandated employee benefits that are more properly negotiated at the bargaining table upon local government.
- F. Oppose efforts to include City employees in the Social Security system or to accelerate the rate at which City employees are included in Medicare.
- G. Support reform to the CalPERS medical insurance program to address the City's future liability for retiree medical insurance.
- H. Support responsible changes to the CalPERS Public Employees' Medical and Hospital Care Program (PEMCHA) to address the rising costs of medical premiums.
- I. Oppose eroding City authority to appropriately discipline public employees.
- J. Support proposals that create dual retirement programs for public sector employees and reduce the unfunded liability without threatening the viability of the CalPERS retirement system.
- K. Encourage the CalPERS retirement system to provide member agencies with enhanced data that accounts for true retirement costs.
- L. Oppose the imposition of Federal or State mandates on the collective bargaining process.
- M. Support easing applicability of the Fair Labor Standards Act (FLSA) on public agencies.
- N. Oppose efforts reducing local control over public employee disputes and impose regulations of an outside agency.
- O. Oppose granting public employees the right to strike.
- P. Oppose making disciplinary proceedings for public safety employees similar to criminal proceedings thus rendering it impossible for employers to prove an administrative violation.
- Q. Support reform of current workers compensation formulas to rely on higher thresholds for compensation or a proportionate exposure formula.

2019 Legislative Platform

4. Human Resources (continued)

- R. Support legislation that limits the ability of employees to receive workers' compensation benefits for occupational injuries/illnesses that result from stress, disciplinary action, or performance evaluations or consultations.
- S. Support reforms to CalPERS that promote Investment Restrictions that are similar or the same as those adopted by Public Agency Retirement Services (PARS).
- T. Support legislative proposals that establish Defined Contribution Retirement Plans for new hires within CalPERS retirement programs.
- U. Support fiscally responsible changes to CalPERS Projected Investment Returns based upon Historical Returns and Conservative Market Projections.
- V. Encourage CalPERS to provide timely Member Agency Reports (less than 6 months from period closing) to allow for improved budgeting practices.
- W. Support legislative reforms to CalPERS' Board Composition to allow the State Treasurer & State Controller (currently Ex-Officio Members) all rights granted to CalPERS regular board members.

2019 Legislative Platform

5. Public Safety

- A. Support measures that encourage community safety and well-being.
- B. Support measures that encourage disaster preparedness and emergency planning.
- C. Oppose legislation that serves to impact eligibility for local jurisdictions in regard to disaster response and recovery assistance.
- D. Oppose unfunded mandates related to EOC and staff training, specifically those implied through a required State EOC credentialing program.
- E. Oppose imposition of unfunded mandates on local government in relation to tracking of paroled sexual predators.
- F. Oppose reductions in Citizen's Option for Public Safety (COPS) funding.
- G. Oppose non-supervised parole plan.
- H. Support the state adoption of building, development and fuel modification requirements that provide for fire safety in the Wildland Urban Interface and Intermix.
- I. Oppose imposition of unfunded mandates on local government in relation to the tracking of Post Release Community Supervision (PRCS) (AB 109 and AB 117) probationers.
- J. Oppose restrictions on access to social media material for the purposes of law enforcement personnel background investigations.
- K. Support increased funding for local governments to monitor PRCS probationers in accordance with the State mandates.
- L. Support City's right to provide or contract for Ambulance services pursuant to Government Code Section 1797.201.
- M. Support legislation which would amend Proposition 47 and restore felony status to crimes which were reduced to misdemeanors and/or require the completion of drug rehabilitation to the reduction of said drug related crimes to a misdemeanor.
- N. Support clarifying legislation related to recreational marijuana, including DUI Drugs presumed intoxication and state funding for research and identification of intoxication measurement devices.
- O. Oppose any reduction in State mitigation funds for prison realignment.
- P. Oppose State legislation mandating the use of body worn cameras. These decisions should be left to local jurisdictions, including policy development.
- Q. Oppose legislative mandated police training which does not also provide funding for said training.

2019 Legislative Platform

5. Public Safety (continued)

- R. Oppose any further legislative attempts at early release of incarcerated prisoners and further de-criminalization of 'non-violent' offenses.
- S. Support clarifying legislation to further define 'non-violent' offenses.
- T. Support State funding for impact mitigation related to Prop 57.
- U. Oppose any State or local fire related tax or fee increase that do not go back to local agencies.
- V. Support increased State reimbursements to fund police training costs.

2019 Legislative Platform

6. Environment

- A. Support flexibility to increase and stabilize local water supplies.
- B. Support increasing the availability of alternative sources of water, including desalinization and water reuse.
- C. Oppose efforts that provide only minimal improvements in air and water quality while incurring excessive public and private costs associated with their implementation.
- D. Support efforts designed to reduce or eliminate the spread of graffiti.
- E. Support more streamlined compliance and implementation of AB 939.
- F. Oppose efforts by other governmental agencies to enlist cities as implementers of their environmental mandates.
- G. Support limiting local government liability as a third party to superfund cleanup litigation. The standard for responsibility should depend on "Degree of Toxicity" rather than mere "Volume" of waste.
- H. Oppose imposition of unreasonable and/or unfunded water testing and treatment requirements.
- I. Support Federal, State and County efforts to encourage and fund acquisition, preservation, and management of open space.
- J. Oppose actions that weaken the City's ability to enforce environmental impact report (EIR) mitigation measures now defined as "takings."
- K. Support efforts that maintain and enhance local decision-making authority in the development and implementation of air quality attainment strategies.
- L. Support incentives and pricing strategies as a preferred alternative to traditional command and control regulations for meeting state and local emission reduction objectives for all sources.
- M. Support strategies that clearly demonstrate and provide for the most cost-effective means for meeting air quality goals.
- N. Support expansion of the market for recyclable materials.
- O. Support Federal, State, and local partnerships to fund regional transportation projects.
- P. Support efforts to maintain and enhance local authority and flexibility to regulate solid waste and recyclables.
- Q. Support "green" projects and regulations that do not place an undue burden on local government and offer financial incentives for reductions in Green House Gases.

2019 Legislative Platform

6. Environment (continued)

- R. Support measures to increase waste diversion rates that do not place an undue burden on local government. Support legislation delegating to the local authority the development of regulatory measures to insure compliance with AB 341.
- S. Encourage Federal, State and County agencies to focus on regional environmental mitigation programs including acquisition of regionally important undeveloped lands.
- T. Support efforts to mitigate traffic congestion, leading to improved mobility and air quality.
- U. Support incentives for energy efficiency upgrades to City facilities.
- V. Support legislation that rewards cities for adopting Sustainability Plans and Energy Action Plans that map a course to reductions in Green House Gas emissions and reduction in energy use.
- W. Oppose any new or more restrictive water reduction measures by the state that do not take into account new development and regulatory water requirements.
- X. Support incentives to cities and businesses for compliance with Organic Waste Recycling mandate (AB1826).

2019 Legislative Platform

7. Community / Recreational and Social Issues

- A. Support Federal and State funding opportunities for cultural arts programs, libraries, parks, recreation and human services, trails, open space, and facility development/renewal.
- B. Support Federal and State funding for local job-training programs, especially for youth and young adults.
- C. Support efforts that facilitate the provision of quality, affordable "dependent care" for both children and seniors.
- D. Support measures that promote volunteerism.
- E. Encourage Federal and State financial support for affordable housing for low-income elderly and disabled individuals.
- F. Support in-home programs such as homemaker and personal care services that allow seniors to continue to age in place in their own home.
- G. Support Federal and State funding opportunities and/or legislation that provides for senior citizen nutrition programs, prescription drug benefits, transportation, adult day care, technology improvements, education, and emergency education for seniors.
- H. Support Federal and State funding opportunities that promote health and wellness services and education offered to the youth, low income and senior communities.
- I. Support measures that "invest" in Brea's youth. Specifically, early childhood care and education programming, tutoring, job readiness, mentoring, diversity training, conflict resolution, youth volunteer service, family counseling, parenting classes, youth employment, after school programming, recreation programming, combating youth obesity, teen services programs, transportation for youth and teen programming, etc.
- J. Support Federal and State funding opportunities that promote our ability to provide public access to technology at community facilities.
- K. Oppose any measures which reduce medical and mental health services offered to the low income and senior communities.
- L. Oppose legislation limiting Brea's ability to address homeless issues.
- M. Support the County of Orange response to homeless issues, such as shelters and housing programs.
- N. Support State and Federal funding to enhance mental health services for those living in homelessness.
- O. Oppose any reduction or cuts to senior services or to Older Americans Act funding.
- P. Support State and Federal funding incentives and grants for "rails to trails" type projects.

2019 Legislative Platform

8. General Issues

- A. Legislative Communications at the request of City-Affiliated Organizations. From time to time, the City is asked by the League of California Cities and other City-affiliated organizations to take a support and/or oppose position on a particular piece of legislation and/or proposal. Lately, these requests have increased because of the increasingly common use of the “gut and amend” strategy where an unrelated bill already in the legislative process is completely amended to change the topic and meaning of the bill. When such a request is received and is not already covered in the adopted legislative platform, the City Manager or his/her designee, on behalf of the City, may sign and submit the requested communication so long as the position is consistent with the position taken by the League and/or other City affiliated organizations and previous positions, if any, taken by the City. A copy of the communication shall be promptly shared with the City Council.
- B. Oppose measures that deteriorate traditional “home rule” authority by allowing additional Federal, State, or regional review of projects and programs better determined at the local level.
- C. Oppose measures that create or grant powers to sub-regional or regional bodies, which may result in infringement on clearly local concerns, unless all affected local entities agreement to do so.
- D. Oppose burdensome amendments to the Brown Act. However, in recognition that many open meeting laws have benefited at the local level, support similar application to the State Legislature.
- E. Support measures that create or expand home rule authority as it applies to the cable, video and telecommunications industry and franchising processes.
- F. Oppose measures that impose taxes for access to (not purchases via) the Internet.
- G. Support extending sales tax to E-Commerce as a means of fairness to “main street” retailers.
- H. Support measures that recognize, strengthen and protect local control over the public right-of-way.
- I. Support measures that require the acquisition of a franchise agreement by all companies from the appropriate public agency before granting access to the public right-of-way.
- J. Support measures that require companies providing communication services to a local community to provide or support Public, Educational and Governmental (PEG) access to new networks, including PEG equipment, funding and support.
- K. Support measures that apply general communications taxes, such as UUT, to all communications providers across including, but not limited to, providers of cable, video services, wireless, wire line (telephone lines), and satellite.

2019 Legislative Platform

8. General Issues (continued)

- L. Support measures to reform California's tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.
- M. Support legislation to extend the protections of Section 337.15 of the Civil Code limiting local government liability for property damage caused by hillsides and mudslides.
- N. Support measures to facilitate the construction of Lambert Road / State Route 57 Interchange improvements.
- O. Support providing General Law cities the option of holding all-mail ballot elections for local issues (Charter cities already have this option).
- P. Support measures that encourage business continuity planning and preparedness.
- Q. Support affordable education through the Community College, Cal State, UC systems.
- R. Support expedited processing of state/federal funds for local transportation projects.
- S. Support enhancing the ability of local agencies to finance local transportation and other infrastructure and provide greater flexibility in the use of transportation and other infrastructure-related funds.
- T. Support efforts to allow for the utilization of Federal, State and/or County grants for operation of transportation systems and capital projects.
- U. Support efforts to provide Federal, State, and/or County funds to address aging infrastructure, including funding for street pavement maintenance.
- V. Oppose any state or federal effort by the wireless industry that would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of "small cell" wireless equipment on taxpayer-funded property.
- W. Oppose legislation that imposes a mandate on local governments or private industry on how to achieve energy efficiencies.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Approval of a Memorandum of Understanding between the City of Brea and the Brea Police Management Association (BPMA)

RECOMMENDATION

Adopt resolution approving the Memorandum Of Understanding (MOU) with the Brea Police Management Association (BPMA).

BACKGROUND/DISCUSSION

Over the last few months the City has been in negotiations with several employee associations in an attempt to reach agreements on terms and conditions for new labor Memorandums of Understanding (or MOUs). With City budget finances being tight at this time, proposals to associations have generally reflected a “hold the line” approach. Understandably, progress has been slow, and association counter proposals have also been quite modest.

However, the City’s negotiating team was recently approached by the Brea Police Management Association (BPMA) with a proposal to simply extend the provisions of their existing contract. In exchange, the BPMA requested placing language in their MOU that would provide them with any additional benefits that may be extended to other employee associations. These are commonly referred to as “me too” clauses.

The City’s bargaining team has been meeting in good faith with the BPMA resulting in a ratified tentative agreement with this employee association. Both sides recognized there was little room for movement under current conditions, and that continued discussions may not be productive at this time. As such, the Brea Police Management Association is willing to agree to a “status quo” agreement, with the condition that if the City agrees to provide another association with additional benefits, those provisions will also be made available to the police management group.

FISCAL IMPACT/SUMMARY

This is, in effect, an extension of the existing contract containing no addition costs associated with implementation, unless the City Council grants additional benefits to any other employee association.

This action approves the City entering into a new MOU (labor agreement) with the Brea Police Management Association for a one-year term.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution BPMA MOU FY 2018-2019

BPMA MOU FY 2018 - 2019

RESOLUTION NO. 2018-065

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BREA APPROVING THE MEMORANDUM OF
UNDERSTANDING WITH THE BREA POLICE
MANAGEMENT ASSOCIATION.**

A. Recitals

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Police Management Association, as the majority representative of employees in the police management employee bargaining unit, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Police Management Association have met and conferred in good faith and have reached

December 4, 2018
RESO. 2018-065

agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Police Management Association membership has ratified the agreement.

B. Resolution

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

- (i) The Memorandum of Understanding representing agreement by the City and the Brea Police Management Association on changes in wages, hours, and terms and conditions of employment for the term of July 1, 2018, through June 30, 2019, as attached hereto as Exhibit A, is approved.

ADOPTED AND APPROVED THIS 4th DAY OF DECEMBER, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

December 4, 2018
RESO. 2018-065

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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: December 4, 2018

Lillian Harris-Neal
City Clerk

December 4, 2018
RESO. 2018-065

EXHIBIT A

December 4, 2018
RESO. 2018-065

Memorandum of Understanding

BETWEEN

**THE CITY OF BREA
AND**

**THE BREA POLICE
MANAGEMENT
ASSOCIATION**

JULY 1, 2018 THROUGH JUNE 30, 2019



**Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
714-990-7726**

www.cityofbrea.net

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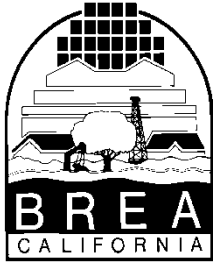
A. Recitals

B. Agreement

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EXHIBIT A– SALARY TABLES Effective January 13, 2018 – June 30, 2019

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE BREA POLICE MANAGEMENT ASSOCIATION**

JULY 1, 2018 THROUGH JUNE 30, 2019

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea Police Management Association.

A. Recitals

(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.

(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Brea Police Management Association employees hereby acknowledge these expectations.

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Police Management Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes full-time employees in the classifications of Police Captain and Police Lieutenant.

ARTICLE II – NONDISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, and/or disability, except as may be required for compliance with Federal or State law, or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent

jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State antidiscrimination laws.

Disability Discrimination Laws

Because the Federal and State disability laws require accommodations for individuals protected by those laws, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the respected laws, who meets the minimum requirements (as defined under these laws) for the position, and who has notified the employer of his/her disability.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of this Memorandum of Understanding.

Any accommodation provided to an individual protected by the law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS

4/10 Work Schedule

The City has implemented a structured, synchronized 4/10 work schedule for the Police Captains and the Police Lieutenant assigned to Administration.

The City and the Association agree that the implementation of the structured, synchronized 4/10 work schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of the structured, synchronized 4/10 work schedule. Failure to reach agreement on any change, revision or elimination of the structured, synchronized 4/10 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

The Police Chief shall designate work schedules. The Police Chief may alter the work

schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. The Police Chief shall report any work schedule change in writing to the City Manager, where such change impacts a significant number of employees.

ARTICLE IV – SALARY AND WAGE PLAN

Salary

Salaries effective during the term of this MOU, are listed in Exhibits A, attached hereto and made a part thereof. There shall be zero percent (0%) salary increases during the term of this contract.

In the event that the Brea Police Association or any other non-safety association negotiates a more favorable agreement, then the Brea Police Management Association shall receive the same terms under the same conditions as accepted by the other association.

Merit Increases

Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for an annual merit increase.

OVERTIME AND COMPENSATORY TIME

Overtime

Police Lieutenant Watch Commanders shall be compensated at their regular rate of pay for all hours worked in excess of their normally assigned shift. Police Lieutenants shall be compensated at a rate of time-and-one-half when working patrol supervisor shift coverage. If a Lieutenant is assigned to a task force or special enforcement program funded by the state or federal government, and overtime worked under that program is reimbursable at a rate of time-and-one-half, the City will pay the Lieutenant at that rate. The time-and-one-half rate is not applicable unless the City is reimbursed fully for that cost.

Compensatory Time

Subject to the approval of the Police Chief, or designee, a Police Lieutenant Watch Commander may elect to take compensatory time off in lieu of receiving pay for hours worked in excess of forty (40) in a work week. An employee who requests and is approved for compensatory time off in lieu of pay is entitled to one (1) hour of compensatory time off for each hour for which he/she would otherwise be entitled to pay. Subject to the approval of the Police Chief, or designee, an employee may request to "bank" up to a maximum of one-hundred twenty (120) hours of compensatory time (representing one hundred twenty [120] hours of time worked) in lieu of receiving pay. The

use of banked compensatory time shall be subject to the approval of the Police Chief, or designee.

Payoff of Accrued Compensatory Time

Employees may request a payoff of a portion of accrued compensatory time in May and November of each year. The May and November payoffs shall be processed with the employee's regular payroll check. Employees must request the payoff by April 10 and October 10 respectively each year to receive the payoff in May and November. The May payroll period may also contain a payoff of accumulated holiday hours (refer to Article V of this Memorandum of Understanding).

SPECIAL PAYS

Bilingual Pay

An employee required to speak in Spanish or other languages as deemed necessary by the Police Chief in addition to English as part of the regular duties of his/her position, shall be compensated at the rate of \$200 per month in addition to the employee's regular rate of pay for the first language spoken in addition to English. Each additional language spoken after the first shall be compensated at the rate of \$25 per month.

The Human Resources Officer shall designate which languages shall be eligible for Bilingual Pay based on community needs.

The Human Resources Manager shall administer the taking of competency tests to certify the employee as eligible for Bilingual Pay based on the employee's proficiency in speaking Spanish or other languages. Such certification shall be a condition prior to qualifying for Bilingual Pay.

An employee may become eligible for Bilingual Pay at any time. An employee must be recertified immediately prior to each anniversary date of his/her certification to continue to be eligible for Bilingual Pay. If the employee fails to reapply or to become recertified, the Bilingual Pay shall cease at the beginning of the payroll period immediately following the employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

After two (2) successful recertifications, the employee shall only be required to participate in the recertification process every four (4) years.

Uniform Allowance

The City shall pay Association members a lump sum uniform allowance of \$850 per year. The uniform allowance will be reported to CalPERS as earned on July 1 of each year. Earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1 of each year.

Vehicle Allowance/Assignment

Police Captains shall either receive a vehicle allowance in the amount of \$400 per month for job-related usage of their personal vehicles, or, at the Police Chief's discretion, may be assigned a vehicle in lieu of the \$400 allowance.

The Police Lieutenant assigned to Administration shall receive \$200 per month for job-related usage of his/her personal vehicle. Other Police Lieutenants shall receive a vehicle allowance in the amount of \$125 per month for job-related usage of their personal vehicles.

Duty Weapons

Sworn employees shall be permitted to furnish their duty weapon provided that the duty weapon meets all the specifications established by the Police Department. The City shall provide a duty weapon upon the individual request of a sworn employee.

SPECIAL ASSIGNMENTS AND COMPENSATION

Special Assignments

A Police Lieutenant assigned to the Professional Standards Unit shall receive special assignment pay of five percent (5%) of base pay to be effective for only as long as the duty assignment remains in effect for the employee.

Police Lieutenants shall be appointed to special assignments at the sole discretion of the Police Chief. Police Lieutenants may be removed from special assignments at the sole discretion of the Police Chief. The decision to remove a Lieutenant from a special assignment is not considered punitive and/or disciplinary, and may not be appealed through the disciplinary process or the grievance procedure.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

Employees shall earn and accrue vacation leave time at the following rates:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year
Completion of 3 Years	120 hours/year
Completion of 7 Years	140 hours/year
Completion of 13 Years	160 hours/year

Completion of 16 years
Completion of 19 Years

175 hours/year
200 hours/year

Use of Vacation Leave

Employees are encouraged to use at least forty (40) hours of vacation leave each fiscal year. Vacation leave time shall not be approved until such time as it has been earned. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Police Chief, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to the previously approved vacation schedule of other employees, sick leave and position vacancies.

Maximum Accrual of Vacation Leave

Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

Buy-Back of Vacation Leave Hours

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- A. An employee must have used eighty (80) hours of paid leave (excluding sick leave), one (1) week of which must be consecutive vacation hours, within one (1) year from the date the employee is requesting a vacation buy-back.
- B. The minimum amount of each buy-back shall be forty (40) hours.
- C. An employee must maintain a minimum balance of eighty (80) hours in his/her vacation leave bank.

HOLIDAYS

The City designates twelve holidays per year as follows:

New Year's Day, January 1
Martin Luther King, Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve, December 24

Christmas Day, December 25
New Year's Eve, December 31
Floating Holiday

Employees shall be in a paid status the day prior to and immediately following the holiday in order to receive holiday pay.

Shift Employees (Defined as Police Lieutenants serving as Watch Commander)

Employees shall accrue one-hundred eight (108) holiday hours per fiscal year at the rate of approximately 4.15 hours per pay period. A holiday is considered a maximum of nine (9) hours per holiday regardless of the employee's work schedule (such as 4-10, 6-12+8, etc.). An employee who works an alternate schedule (i.e. 4-10) will need to supplement his or her holiday with another leave bank (floating holiday, vacation, accrued compensation time, or administrative leave).

All holidays taken off, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

Holiday hours accumulated and not taken prior to the payoff in November shall be paid at the employee's basic rate of pay as of the date of the payoff. Employees must notify payroll via email by November 1st if they want to retain holiday hours in their bank to cover holidays through January 1. Employees wanting a payoff in May of any subsequent year may submit, in writing, to the Police Chief, or designee, a request for payment of accumulated holiday time. This request must be turned in to the Police Chief, or designee, by April 10 in order to be paid during the month of May.

Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check. This check may also contain a payoff of accrued compensatory time (refer to Article IV of this Memorandum of Understanding).

Non-shift Employees

Except on those years when Christmas, Christmas Eve, New Year's and/or New Year's Eve fall on a Saturday or Sunday, where it will be more efficient to use the Holiday time to "pay" for the Holiday Closure, if a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday the preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work he or she will receive the equivalent hours (maximum nine (9) hours) in his/her holiday bank.

If an employee works on a holiday they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours his/her time shall be augmented by holiday time up to nine (9) hours and they shall accrue the balance of their nine (9) hours of holiday time. Example #1: An employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) of holiday time and they

accrue five (5) hours of holiday time. Example #2: An employee works nine (9) hours on a holiday. They are paid for nine (9) hours of regular time and accrue nine (9) hours of holiday time.

Floating Holiday. Effective the first pay period in July each year, each employee shall be granted nine (9) hours of floating holiday leave time. Newly hired employees shall be granted nine (9) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

Holiday leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused holiday leave to cash except upon termination of employment.

DONATION OF LEAVE TIME

Employees may donate, on an hour-for-hour basis, vacation, compensatory or holiday leave time to other City employees with a major medical condition who have exhausted all available accrued leave time due to their medical condition.

SICK LEAVE AND BEREAVEMENT LEAVE

Sick Leave

Employees shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

Personal Medical and Dental Appointments

Subject to the approval of the Police Chief and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

Sick Leave Authorization for Immediate Family Members

An employee shall be allowed to use up to a maximum of forty-eight (48) hours of personal sick leave per fiscal year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Article is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Police Chief before the sick leave is allowed. In the event of a serious illness in the immediate family, a medical certificate from an acceptable medical authority may be required by the Police Chief. Such leave may take travel time into consideration. The amount of sick

leave used in either of these two (2) circumstances shall be reported on the appropriate leave request form.

Notification to Supervisor

Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate Department Director or immediate supervisor at least one (1) day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

Sick Leave Conversion

Upon an employee's written request, the City will convert twenty (20) hours of his/her accrued sick leave to administrative leave subject to the approval of the Human Resources Manager and the following provisions:

- A. The employee must have accrued a minimum balance of 875 hours of sick leave in his/her sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave time may occur only one (1) time per fiscal year per employee.
- C. The use of sick leave hours converted to administrative leave shall be subject to the Administrative Leave provisions as outlined below, and may not be taken if doing so generates overtime coverage.

Bereavement Leave

An employee shall be allowed three working days (based on the employee's normal work schedule) of bereavement leave for each incident of a death of an immediate family member (as defined in the "Sick Leave Authorization for Immediate Family Members" section above). These three working days of bereavement leave are in addition to the sick leave which an employee may use for death in the immediate family (as defined in the "Sick Leave Authorization for Immediate Family Members" section above).

OTHER LEAVES

Leave of Absence Without Pay

The City Manager may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee, if the circumstances of the particular case warrant and if the Police Chief so recommends such leave of absence in writing. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, administrative leave, compensatory time, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other

leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current flexible benefit plan program for a maximum of three (3) months during any one leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the City Manager stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such leave of absence. If, in the City Manager's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City.

An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

Administrative Leave

Police Captains and Police Lieutenants shall be granted forty (40) hours of administrative leave on July 1 of each fiscal year. Administrative leave is in lieu of receiving pay for hours worked in excess of forty (40) in a work week and is in recognition that administrative Police Management employees may be required to work in excess of their normal work schedule. Administrative leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused administrative leave to cash. Employees who are promoted, reassigned, or are new hires shall be granted administrative leave on a prorated basis for the remainder of the fiscal year. The City Manager may authorize additional administrative leave at his/her discretion. Administrative leave may only be taken subject to the prior approval of the Police Chief.

ARTICLE VI – FRINGE BENEFITS

Administration

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exists or may exist in the future during the term of this Memorandum of Understanding.

Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the

employees shall be no less than those in existence as of implementation of this Agreement. During the term of this Agreement, the parties are agreeable to discussing medical insurance alternatives to the PERS Health Plans, and, if the City elects to leave the PERS Health Plans, methods of funding future retiree medical insurance, including but not limited to retirement health savings or annuity programs.

Changes

If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

HEALTH AND WELFARE BENEFITS

Flexible Benefit Plan

The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City sponsored health insurance plans including medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employee only, short-term disability, optional life insurance, deferred compensation, and education reimbursement for undergraduate college-level courses only.

Effective January 1, 2013, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored medical plan shall be:

Single employee	\$750
Employee plus 1 dependent	\$1225
Employee plus 2 or more dependents	\$1450

Should any other association receive an increase in flexible benefit contributions for "employee plus 2 or more dependents" to an amount greater than that available to Brea Police Management Association members, that same amount will be made available to Brea Police Management Association members for "employee plus 2 or more dependents" effective the same date as made available to the other non-management association.

Should any other non-management association receive a net increase in the contribution to the City's Flexible Benefit Plan as defined in the MOU to an amount greater than that available to Brea Police Management Association members, the same amount and/or benefit under the same conditions provided to the other non-management association will be made available to Brea Police Management Association members effective the same date as made available to the other non-management association.

Employees hired prior to January 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after January 1, 2006, shall receive the amount

shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of all the City health plans will receive \$325 per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the PERS Health Plans during the term of this Agreement, should PERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

Retiree Medical Benefit

Within the City's Flexible Benefit Plan monthly contribution amounts, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G Polymers v. Thacker, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees hired by the City after June 30, 2017 and placed into this Association, shall, upon retirement from the City receive the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum is \$128 for calendar year 2017).

While participating in the CalPERS Health Plans during the term of this Agreement, should CalPERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

Life Insurance

Based on the life insurance policy limitations, the City shall provide each employee with a term life insurance policy with a benefit equal to one times the individual employee's annual salary. An employee may purchase additional (optional) life insurance coverage at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

Long-Term Disability Insurance Plan (LTD)

The City shall provide Long-Term Disability Insurance benefits for all employees who have completed an initial probationary period and as provided for in the City's LTD plan document except as provided below in this section of this Article.

Effective for qualifying illnesses or injuries occurring after January 1, 2017, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$16,650 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes POST, education, and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of health care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all program administration costs and/or fees.

Retirement Health Savings Plan (RHSP)

Effective April 1, 2017, the mandatory \$25 contribution by each employee per month to a Retirement Health Savings Plan (RHSP) is eliminated. In lieu of the mandatory \$25 contribution, the Association has developed new designated contribution amounts by category that are listed below.

Contributions to a RHSP must comply with the mandatory contribution provisions provided under IRS regulations. The City and Association may create or amend contribution provisions prospectively to comply.

Any Police Management safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90% final compensation), shall have his/her unused sick leave bank at the time of separation, which would otherwise have provided additional retirement service credit, converted to a contribution to the RHSP. The amount of contribution will be calculated as the dollar value of the unused sick leave multiplied by the then current CalPERS contribution rate for employer and employee.

All Police Management employees who retire or resign from the City of Brea and have an accumulated bank of unused vacation shall have one hundred percent (100%) of the accumulated leave converted to an employer contribution of the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation hours eligible under this provision.

Employees in the following categories will contribute to their own RHSP account the amounts described below by payroll deduction:

- A. Police Captains shall contribute one percent (1%) of normal base salary (inclusive of POST and/or Professional Development Pay) effective April 14, 2017.
- B. Police Lieutenants shall contribute one percent (1%) of normal base salary (inclusive of POST and/or Professional Development Pay) effective January 1, 2018.

RETIREMENT

Public Employees' Retirement System (CalPERS)

All employees covered under this Agreement shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Employees hired as "Classic" safety employees under the CalPERS definition pay the entire nine percent (9%) CalPERS mandated employee retirement contribution, plus an additional one and one-half percent (1.5%), for a total CalPERS contribution of ten and one-half (10.5%). Effective the first full payroll period commencing on or after July 1, 2017 "Classic" safety employees in the unit shall pay an additional one and one-half percent (1.5%) for a total CalPERS contribution of twelve percent (12%).

Implementation of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code Section 414(h)(2).

CalPERS Plan Formula for Safety Employees- The CalPERS plan in effect for "Classic" Association members hired before September 17, 2011 is known as the "Local Safety

3% @ 50 Plan, based on the single highest year”.

“Classic” Association members hired on or after September 17, 2011 shall be enrolled in the 2% @ 50 plan formula based on the three highest years and shall be ineligible for the single highest year benefit.

New Employees- Unit safety members who are “new members” within the meaning of Government Code section 7522.04 are enrolled in the 2.7% at 57 (Government Code section 7522.25(e)) Retirement formula, based on the three highest years and shall be ineligible for the single highest year benefit.

Unit employees who are “new employees” and/or “new members” as those terms are defined in Government Code section 7522.04 (as included within AB340) hired on and after January 1, 2013, shall individually pay an initial Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, (AB340 – Government Code section 7522.30).

Single Highest Year- All employees subject to the single highest year (one-year final compensation) benefit shall fund that benefit 100%, in the amount of 1.681% of CalPERS reportable “compensation earnable,” as it may from time to time exist. Said funding shall be by means of a payroll deduction on a pre-tax basis pursuant to IRS Code Section 414(h)(2). Current employees presently eligible for the “one-year final compensation” benefit who were hired prior to July 1, 1984, will not be required to make the payroll contribution specified in this section.

<u>1959</u>	<u>Survivor</u>	<u>Benefits-</u>	<u>The</u>
CalPERS Retirement Plan has been amended to include the Fourth Level Survivor Benefit for unit employees. All employees shall pay 100% of the monthly cost for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.			

Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or “pick up” any portion thereof.

WELLNESS PROGRAM

The City shall contribute a maximum of \$500 per fiscal year for each employee towards wellness and fitness programs, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees

will not need to be pre-approved for the same program each year.

Medical Examination

Wellness money may be used for voluntary medical examinations. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Cardiovascular and Strength Training Programs

Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Officer prior to incurring the expense. Requests for reimbursement will be paid for the fiscal year in which they are incurred and received for reimbursement. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee member's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee pays for more than one program year, they will receive reimbursement for the second program year twelve (12) months after the first reimbursement.

Preventive or Diagnostic Heart, Stroke, and Body Scanning

The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

Voluntary Annual Medical Examination and Chiropractic Care

For each employee, the contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for the voluntary annual medical examination or for treatment by a chiropractor which is not covered by the employee's medical insurance plan. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Weight Reduction

The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. An employee's request for reimbursement must be accompanied by an itemized receipt for expenses incurred. Employees will not be reimbursed for the cost of food or dietary supplements included in a weight reduction program.

Fitness, Cardiovascular and Strength Training Equipment

Employees may request reimbursement by submitting proof of purchase and a signed statement that the equipment will be used by the employee for his/her personal fitness program.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment:

Cardio/Strength Training Program Examples:**Qualified expenses**

- Gym membership
- Martial arts classes
- Personal trainer
- Yoga classes

Non-qualified expenses

- Dance classes
- Pool memberships
- Sports leagues (Hockey, football, etc.)
- Wii Fit

Cardio/Strength Training Equipment Examples**Qualified expenses**

- Exercise machines (treadmill, elliptical, stationary bike, etc)
- Weights, weight Benches
- Punching bags

Non-qualified expenses

- Bicycles
- Equipment floor mats
- Yoga Mats
- Gym clothes and shoes
- Pedometer
- Equipment warranties
- Exercise DVDs

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary services.

ARTICLE VII – PROFESSIONAL DEVELOPMENT AND POST CERTIFICATION PROGRAM**Professional Organization Memberships**

The City may allow for the payment of membership dues in professional organizations when such membership is of mutual benefit to the employee and the City.

Educational and POST Certification Program

The City and the Brea Police Management Association (BPMA) agree that Police Lieutenants and Police Captains will be eligible for additional compensation by participating in a program wherein BPMA members:

- A. Are encouraged to advance their education;

- B. Are fairly compensated for their effort and achievements; and,
- C. Return the City's investment in that education and development by increasing and maintaining their involvement in the community and in public service.

To be eligible for the additional compensation, Association members must meet the following criteria:

- A. Effective the first payroll period of July 2008, the provisions relating to compensation shall be as follows:

<u>Classification/Criteria:</u>	<u>Compensation:</u>
Police Lieutenants or Police Captains with a Master's Degree:	Five percent (5%) of their salary per month as additional compensation;
Police Lieutenants who have completed required POST course work toward their POST Management Certificate:	Three percent (3%) of their salary per month as additional compensation;
Police Lieutenants with <u>both</u> a Master's degree and completion of the required POST course work toward a Management Certificate:	Eight percent (8%) of their salary per month as additional compensation;
Police Lieutenants or Police Captains with a POST Management Certificate:	Seven percent (7%) of their salary per month as additional compensation;
Police Lieutenants or Police Captains with <u>both</u> a Master's degree and POST Management Certificate:	Twelve percent (12%) of their salary per month as additional compensation.

- B. After obtaining the POST Management Certificate, each participant shall complete thirty-two (32) hours per year in a combination of:
 - 1) Continuing education/training/professional development, above and beyond any annual POST-mandated programs; and,
 - 2) Voluntary teaching or compensated teaching not conducted on City time, public speaking and/or community service programs, not part of the employee's normally assigned duties, which may be conducted on City time but for which the participants will not be otherwise compensated; or, writing and having published any book, or an article for a magazine, newspaper, newsletter or other recognized publication.
 - 3) At least 4 hours of time must be spent in each of categories (1) and (2), and the balance of the thirty-two (32) hours may be in any proportion between the two.

- 4) If there is any questions as to the relevancy of a proposed community service, participants must get prior approval of the Police Chief before assuming the event or service will be credited for this program.

Each category defined above is separate and shall not be combined except as provided.

Attainment of the continuing education and community service requirements shall be reviewed and certified by the Police Chief and documented with the Personnel Action Form (PAF) which shall be submitted to the Human Resources Manager to commence/continue the incentive pay.

Pay under this article shall initially commence at the beginning of the first payroll period following completion of the requirements and shall continue until the employee's next anniversary date in the classification.

Pay eligibility must be renewed each year (measured from the employee's anniversary date in the classification) and shall be discontinued at the beginning of the first payroll period following the employee's anniversary date if the continuing education and community service requirements are not met in the preceding year.

If the employee fails to meet one or more of the requirements and PDP pay is discontinued, he/she will be ineligible for a minimum of six (6) payroll periods following the anniversary date. Thereafter, upon the employee's completion of the continuing education, community service and performance evaluation requirements, the monthly pay shall resume for the balance of the employee's year. The employee will be obligated to satisfy the continuing education and community service requirements again prior to the end of that anniversary year to maintain the pay in the following year.

It is understood that pay under this article shall be reported as regular or special compensation for the purposes of the CalPERS "final compensation period" for retirement benefits.

If a BPMA member becomes ill or injured in the course of duty, and is therefore subject to leave with pay under Labor Code Section 4850, incentive compensation will continue during the leave, even into the succeeding year if necessary. Upon return to duty, if the employee has not met all of the continuing education and community service requirements for continuation of the pay, the additional compensation will cease and shall not be restored until:

- A. The requirements have been satisfied; and,
- B. The employee has worked for a period of time equivalent to the leave of absence that extended into the succeeding anniversary year.

Pay will not be multiplied for additional degrees or certificates.

Educational and Technology Reimbursement

The Education Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Members may also use up to \$250 for technology reimbursement (computer-related hardware or software) compatible with City systems.

Eligibility

Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect promotion or 3) required for the completion of the pre-approved job-related major.

Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program.

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

Employees shall submit a request for Education or Technology Reimbursement to the Human Resources department a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from the Human Resources Department prior to enrolling for the desired courses(s) or purchasing the desired technology item. The City will deny professional development and college course work that is deemed not to be job related and technology that is not job related and compatible with City systems. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the pre-approved program, requests for reimbursement may be submitted to the Human Resources Manager (or his/her designee) and must be accompanied by a receipt for all eligible expenses incurred.

Reimbursements from Other Sources

If an employee receives tuition payments or refunds for college-level course work from

other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited in the Reimbursement Schedule below.

Reimbursement Schedule

The amount of education reimbursement available annually to each employee shall be \$3,000 for the twelve (12) month period from September 1 through August 31 and each year.

Up to \$500 of the annual amount may be used for non-college education, training and professional development programs. Up to \$250 of the annual \$500 may be used for reimbursement of technology items pre-approved by the Human Resources Manager. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Human Resources Manager.

If the amount *incurred and* submitted for reimbursement for eligible college coursework in any year exceeds the annual maximum, the employee may elect to carry-over the excess amount to be reimbursed in the next eligible year and paid as part of that succeeding year's annual maximum reimbursement. This carry-over is good for one (1) year only.

Each employee shall also be eligible to participate in an intensive or condensed degree program on a one-time basis in lieu of the annual course reimbursement described above. Such program, which is designed to achieve approximately two years of classroom education within a one-year time frame, may result in expenses exceeding the annual reimbursement amount. An approved course of study in an intensive or condensed semester or degree-achievement format shall be eligible for reimbursement up to the annual maximum as stated above, paid over a four-year period to a maximum of the actual eligible costs, or \$12,000, whichever is less. The employee must submit proof of successful course completion, and proof of payment of tuition and costs, to be eligible for reimbursement under this provision before the annual reimbursement payments will be made.

ARTICLE VIII – OTHER PROVISIONS

Substance Abuse Policy

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess

illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any illegal substances or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for an Employee Assistance Program for employees who may have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

Use of Tobacco Products

Employees shall not smoke or use any tobacco products at any time while on, or off, duty.

Employees who smoked tobacco products who were hired prior to January 1, 1988, are exempt from the smoking element of this Article, but are restricted from using other tobacco products while on-duty.

All employees hired prior to January 1, 1993, who use tobacco products off-duty must complete a statement acknowledging their off-duty use of the tobacco product(s).

Violation of this Article may subject the employee to disciplinary action up to and including termination.

ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP

Labor Management Committee

The City agrees to work with the Association to establish a labor management committee to discuss issues of mutual concern as needed.

ARTICLE X – MOU CONTRACT PROVISIONS

ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Notwithstanding the provisions above of this Article, there exists within the City certain personnel rules and regulations, departmental rules and regulations and other items and conditions of employment. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or City ordinances and/or other items and conditions of employment, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State Law.

SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

TERM OF MEMORANDUM OF UNDERSTANDING

This agreement shall become effective July 1, 2018, and shall remain in full force and effect through June 30, 2019.

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into on the 4 day of December, 2018.


CITY OF BREA

Mayor

Dated: _____

Attest: City Clerk

BREA POLICE MANAGEMENT ASSOCIATION


Adam Hawley, President

Dated: 11/28/2018

Dated: _____

EXHIBIT A

SALARY TABLES EFFECTIVE JANUARY 13, 2018 – JUNE 30, 2019

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE CAPTAIN	\$11,807.75	15,116.82
POLICE LIEUTENANT	10,173.75	13,024.90

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City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: Resolution Establishing the 2018 City of Brea Master Employee Salary Schedule to Comply with CalPERS Regulations

RECOMMENDATION

That the City Council adopt a resolution establishing the 2018 City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions in order to comply with CalPERS Regulations.

BACKGROUND/DISCUSSION

The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the Employment and Benefit Policy for Unrepresented Employees are approved; or when specific wage and classification title adjustments are needed. The City has a longstanding practice of posting these approved salary schedules on the City website, www.cityofbrea.net, and the City's internal website (Intranet), as well as having copies available in the Human Resources Department.

In addition, the City Council approves the employment agreements for the City Manager and the Executive Compensation Plan for department directors which include salaries. The City Manager and Executives' salaries are also listed on the City's website. The amount of monthly compensation the City Council receives is addressed in the Brea Municipal Code, Section 2.00.130, City Council Salaries, and is set in accordance with California Government Code Section 36516b.

The California Public Employees' Retirement System (CalPERS) requires that the City Council regularly adopt a master pay schedule listing all of the pay rates/ranges for all City of Brea established positions, including the City Council, and City Manager. The City of Brea last adopted a master pay schedule in 2017 for each of the following time frames: Fiscal Year 2017-18. The City recently concluded a review of MOUs, updated classifications, and minimum wage law which have resulted in changes to the wages of certain positions.

CalPERS requires that only compensation earned as defined under Government Code Section 20636 and corresponding regulations can be reported to CalPERS and considered in calculating retirement benefits. In order to determine the amount of compensation earnable, a member's payrate is limited to the amount identified on a publicly available pay schedule. Per CCR Section 570.5, a pay schedule, among other things, must:

- Be duly approved and adopted by the employer's governing body in accordance with

- requirements of applicable public meetings laws;
- Identify the position title for every employee position;
- Show the payrate as a single amount or multiple amounts within a range for each identified position;
- Indicate the time base such as hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's Internet website;
- Indicate an effective date and date of any revisions;
- Be retained by the employer and available for public inspection for not less than five years; and
- Not reference another document in lieu of disclosing the payrate.

In the future, when new MOU contracts are negotiated or when wage rate/range adjustments or classification title changes are being contemplated, a staff report amending this master pay schedule will be prepared for City Council consideration.

Therefore, in an effort to comply with CalPERS regulations, staff recommends that the City adopt the attached resolution establishing a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions effective July 1, 2018.

FISCAL IMPACT/SUMMARY

The City Council of the Brea is required by CalPERS to adopt a resolution establishing a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions for Fiscal Year 2018-2019.

There is no fiscal impact associated with the adoption of the City of Brea Master Employee Pay Schedule.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

Brea Master Salary Schedule 2018

RESOLUTION NO. 2018-066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
ESTABLISHING AND APPROVING A CITY OF BREA MASTER
EMPLOYEE PAY SCHEDULE CONFIRMING THE PAY
RATES/RANGES FOR ALL CITY OF BREA ESTABLISHED
POSITIONS.**

A. RECITALS:

(i) Pursuant to the Brea City Code the City Council shall approve the salary pay rates and ranges for each classified position and may update from time to time as deemed necessary.

(ii) The California Public Employees' Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City of Brea to publish Pay Rates and Ranges on the City's Internet site and the City Council to approve the Pay Rates and Range in its entirety each time a modification is made.

(iii) City staff recommends that the City of Brea establish a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions.

(iv) The City Council deems it to be in the best interest of the City to adopt such Recommendation.

B. RESOLUTION

NOW, THEREFORE, the City Council of the City of Brea resolves, finds and determines, on the basis of the facts set forth in the agenda report presented to it

and any testimony received at the meeting at which this matter was considered, as follows:

1. The City Council shall approve establishing a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions for Fiscal Year 2018-2019 effective July 1, 2018.

APPROVED AND ADOPTED this 4th day of December, 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 4th day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

CITY OF BREA SALARY TABLE

[Section 1: Regular Full-Time Classifications](#)

[Section 2: Part-Time/Temporary Classifications](#)

[Section 3: Council Members and Elected Officials](#)

Current Revision: Effective 7/1/2018

SECTION 1

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
B49	ACCOUNTANT I	BCEA	7/1/2017	\$5,472.13	\$5,609.07	\$5,749.47	\$5,893.33	\$6,040.67	\$6,191.47	\$6,345.73	\$6,505.20	\$6,668.13	\$6,834.53	\$7,004.40
A31	ACCOUNTANT II	APEA	1/14/2017	\$5,706.13	\$5,848.27	\$5,995.60	\$6,146.40	\$6,298.93	\$6,456.67	\$6,617.87	\$6,784.27	\$6,952.40	\$7,127.47	\$7,304.27
B03	ACCOUNTING TECH I	BCEA	7/1/2017	\$3,400.80	\$3,485.73	\$3,572.40	\$3,662.53	\$3,752.67	\$3,846.27	\$3,943.33	\$4,042.13	\$4,142.67	\$4,246.67	\$4,352.40
B02	ACCOUNTING TECH II	BCEA	7/1/2017	\$3,740.53	\$3,834.13	\$3,929.47	\$4,028.27	\$4,128.80	\$4,231.07	\$4,338.53	\$4,446.00	\$4,556.93	\$4,671.33	\$4,787.47
B07	ADMIN CLERK I	BCEA	7/1/2017	\$3,080.13	\$3,158.13	\$3,236.13	\$3,317.60	\$3,400.80	\$3,485.73	\$3,572.40	\$3,662.53	\$3,754.40	\$3,848.00	\$3,943.33
B06	ADMIN CLERK II	BCEA	7/1/2017	\$3,386.93	\$3,471.87	\$3,558.53	\$3,648.67	\$3,740.53	\$3,832.40	\$3,929.47	\$4,026.53	\$4,127.07	\$4,231.07	\$4,336.80
E05	ADMIN SVCS DIR	N/A	7/1/2015	\$14,226.00										\$16,681.00
A38	ASSISTANT CITY ENG	APEA	1/14/2017	\$8,987.33	\$9,212.67	\$9,443.20	\$9,680.67	\$9,921.60	\$10,169.47	\$10,424.27	\$10,686.00	\$10,952.93	\$11,226.80	\$11,507.60
B46	ASSISTANT ENGINEER	BCEA	7/1/2017	\$5,879.47	\$6,026.80	\$6,177.60	\$6,331.87	\$6,491.33	\$6,652.53	\$6,818.93	\$6,990.53	\$7,163.87	\$7,344.13	\$7,527.87
B10	ASSISTANT PLANNER	BCEA	7/1/2017	\$5,144.53	\$5,272.80	\$5,406.27	\$5,541.47	\$5,680.13	\$5,820.53	\$5,966.13	\$6,116.93	\$6,269.47	\$6,425.47	\$6,586.67
A02	ASSOCIATE ENGINEER	APEA	1/14/2017	\$6,948.93	\$7,122.27	\$7,300.80	\$7,482.80	\$7,670.00	\$7,862.40	\$8,058.27	\$8,259.33	\$8,467.33	\$8,678.80	\$8,895.47
A04	ASSOCIATE PLANNER	APEA	1/14/2017	\$5,907.20	\$6,054.53	\$6,207.07	\$6,363.07	\$6,520.80	\$6,683.73	\$6,851.87	\$7,023.47	\$7,198.53	\$7,378.80	\$7,562.53
B42	ASST TO THE CITY CLERK	BCEA	7/1/2017	\$3,802.93	\$3,896.53	\$3,995.33	\$4,095.87	\$4,198.13	\$4,302.13	\$4,409.60	\$4,520.53	\$4,633.20	\$4,749.33	\$4,867.20
A25	ASST TO THE CITY MGR	APEA	1/14/2017	\$7,770.53	\$7,964.67	\$8,164.00	\$8,368.53	\$8,578.27	\$8,791.47	\$9,011.60	\$9,236.93	\$9,469.20	\$9,704.93	\$9,947.60
A58	BLDG & FAC ADMIN	APEA	1/14/2017	\$6,682.00	\$6,848.40	\$7,020.00	\$7,196.80	\$7,375.33	\$7,559.07	\$7,748.00	\$7,942.13	\$8,141.47	\$8,344.27	\$8,554.00
M01	BLDG & SAFETY MGR	MMGMT NS	7/1/2017	\$10,713.73	\$10,980.67	\$11,256.27	\$11,538.80	\$11,826.53	\$12,121.20	\$12,424.53	\$12,736.53	\$13,053.73	\$13,381.33	\$13,715.87
B11	BUILDING INSPECTOR	BCEA	7/1/2017	\$5,170.53	\$5,298.80	\$5,432.27	\$5,567.47	\$5,707.87	\$5,850.00	\$5,995.60	\$6,146.40	\$6,298.93	\$6,456.67	\$6,617.87
B04	BUILDING MAINT TECH	BCEA	7/1/2017	\$4,468.53	\$4,579.47	\$4,695.60	\$4,813.47	\$4,933.07	\$5,056.13	\$5,182.67	\$5,312.67	\$5,444.40	\$5,581.33	\$5,720.00
B37	BUSINESS OUTREACH SP	BCEA	7/1/2017	\$4,038.67	\$4,139.20	\$4,243.20	\$4,350.67	\$4,459.87	\$4,570.80	\$4,685.20	\$4,801.33	\$4,922.67	\$5,045.73	\$5,170.53
A23	BUYER II	APEA	1/14/2017	\$5,128.93	\$5,257.20	\$5,388.93	\$5,524.13	\$5,661.07	\$5,803.20	\$5,948.80	\$6,097.87	\$6,248.67	\$6,406.40	\$6,565.87
M16	CITY CLERK	MMGMT NS	7/1/2017	\$8,760.27	\$8,978.67	\$9,204.00	\$9,434.53	\$9,670.27	\$9,911.20	\$10,159.07	\$10,413.87	\$10,673.87	\$10,940.80	\$11,214.67
B66	CITY CLERK SPECIALIST	BCEA	7/1/2017	\$3,386.93	\$3,471.87	\$3,558.53	\$3,648.67	\$3,740.53	\$3,832.40	\$3,929.47	\$4,026.53	\$4,127.07	\$4,231.07	\$4,336.80
M02	CITY ENGINEER	MMGMT NS	7/1/2017	\$10,242.27	\$10,498.80	\$10,762.27	\$11,032.67	\$11,308.27	\$11,589.07	\$11,880.27	\$12,176.67	\$12,481.73	\$12,793.73	\$13,112.67
3	CITY MANAGER	N/A	7/2/2016	\$19,402.93										\$19,402.93
M03	CITY PLANNER	MMGMT NS	7/1/2017	\$10,682.53	\$10,949.47	\$11,223.33	\$11,505.87	\$11,793.60	\$12,086.53	\$12,389.87	\$12,700.13	\$13,017.33	\$13,343.20	\$13,676.00
N10	CIVILIAN INVESTIGATOR	POLICE	1/13/2018	\$4,958.01	\$5,081.79	\$5,209.37	\$5,340.13	\$5,473.42	\$5,609.89	\$5,750.17	\$5,894.26	\$6,041.52	\$6,192.59	\$6,347.47
B24	CODE ENFORCE OFFICER	BCEA	7/1/2017	\$5,170.53	\$5,298.80	\$5,432.27	\$5,567.47	\$5,707.87	\$5,850.00	\$5,995.60	\$6,146.40	\$6,298.93	\$6,456.67	\$6,617.87
M04	COMM & MKTG MANAGER	MMGMT NS	7/1/2017	\$8,961.33	\$9,184.93	\$9,415.47	\$9,651.20	\$9,892.13	\$10,138.27	\$10,393.07	\$10,653.07	\$10,918.27	\$11,192.13	\$11,471.20
A18	COMM & MKTNG ANALYST	APEA	1/14/2017	\$6,756.53	\$6,926.40	\$7,099.73	\$7,278.27	\$7,460.27	\$7,645.73	\$7,836.40	\$8,034.00	\$8,233.33	\$8,439.60	\$8,651.07
A08	COMM SV SPECIALIST I	APEA	1/14/2017	\$4,102.80	\$4,205.07	\$4,310.80	\$4,418.27	\$4,529.20	\$4,641.87	\$4,758.00	\$4,877.60	\$4,998.93	\$5,123.73	\$5,252.00
A07	COMM SV SPECIALST II	APEA	1/14/2017	\$4,631.47	\$4,747.60	\$4,867.20	\$4,988.53	\$5,113.33	\$5,241.60	\$5,371.60	\$5,506.80	\$5,643.73	\$5,785.87	\$5,929.73
M05	COMM SVC MANAGER	MMGMT NS	7/1/2017	\$8,401.47	\$8,611.20	\$8,827.87	\$9,048.00	\$9,275.07	\$9,505.60	\$9,743.07	\$9,987.47	\$10,237.07	\$10,493.60	\$10,755.33
A06	COMM SVS SUPERVISOR	APEA	1/14/2017	\$6,155.07	\$6,307.60	\$6,467.07	\$6,628.27	\$6,794.67	\$6,962.80	\$7,137.87	\$7,316.40	\$7,498.40	\$7,687.33	\$7,879.73
B60	COMM. DEV SPEC.	BCEA	7/1/2017	\$3,932.93	\$4,031.73	\$4,132.27	\$4,236.27	\$4,342.00	\$4,451.20	\$4,562.13	\$4,676.53	\$4,792.67	\$4,912.27	\$5,035.33
N01	COMM. SUPERVISOR	POLICE	1/13/2018	\$6,199.13	\$6,353.90	\$6,513.42	\$6,676.91	\$6,843.57	\$7,014.20	\$7,189.60	\$7,369.76	\$7,553.88	\$7,742.77	\$7,936.42

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
E07	COMMUNITY DEV DIR	N/A	7/1/2015	\$13,265.00										\$15,632.00
E03	COMMUNITY SVCS DIR	N/A	7/1/2015	\$13,425.00										\$15,573.00
N14	CRIME ANALYST	POLICE	1/13/2018	\$5,522.76	\$5,660.63	\$5,802.75	\$5,948.40	\$6,096.88	\$6,248.90	\$6,405.15	\$6,565.65	\$6,729.69	\$6,897.97	\$7,070.49
N11	CRIME SCENE INVSTGTR	POLICE	1/13/2018	\$5,336.56	\$5,469.78	\$5,607.11	\$5,747.85	\$5,891.32	\$6,038.21	\$6,189.20	\$6,344.29	\$6,502.80	\$6,665.40	\$6,832.10
A11	DEPUTY CITY CLERK/REC SUP	APEA	1/13/2018	\$5,863.87	\$6,011.20	\$6,162.00	\$6,316.27	\$6,474.00	\$6,635.20	\$6,801.60	\$6,971.47	\$7,146.53	\$7,325.07	\$7,508.80
B27	DUPLICATING TECH I	BCEA	7/1/2017	\$3,114.80	\$3,192.80	\$3,272.53	\$3,355.73	\$3,438.93	\$3,523.87	\$3,612.27	\$3,704.13	\$3,796.00	\$3,891.33	\$3,988.40
B26	DUPLICATING TECH II	BCEA	7/1/2017	\$3,891.33	\$3,988.40	\$4,088.93	\$4,191.20	\$4,296.93	\$4,404.40	\$4,513.60	\$4,626.27	\$4,742.40	\$4,862.00	\$4,983.33
B56	ECON DEV ANALYST I	BCEA	7/1/2017	\$5,434.00	\$5,569.20	\$5,709.60	\$5,853.47	\$5,999.07	\$6,148.13	\$6,302.40	\$6,460.13	\$6,621.33	\$6,787.73	\$6,955.87
A21	ECON DEV ANALYST II	APEA	1/14/2017	\$6,025.07	\$6,175.87	\$6,331.87	\$6,489.60	\$6,652.53	\$6,818.93	\$6,988.80	\$7,163.87	\$7,342.40	\$7,526.13	\$7,715.07
M10	ECON DEV MANAGER	MMGMT NS	7/1/2017	\$9,495.20	\$9,730.93	\$9,975.33	\$10,226.67	\$10,481.47	\$10,743.20	\$11,011.87	\$11,287.47	\$11,570.00	\$11,859.47	\$12,155.87
A19	EMERGENCY PREP COORD	APEA	1/14/2017	\$6,756.53	\$6,924.67	\$7,099.73	\$7,276.53	\$7,458.53	\$7,644.00	\$7,836.40	\$8,032.27	\$8,233.33	\$8,439.60	\$8,649.33
M18	EMS MANAGER	MMGMT NS	7/1/2017	\$7,498.40	\$7,685.60	\$7,879.73	\$8,077.33	\$8,278.40	\$8,484.67	\$8,697.87	\$8,914.53	\$9,138.13	\$9,366.93	\$9,600.93
B31	ENGINEERING TECH I	BCEA	7/1/2017	\$3,882.67	\$3,979.73	\$4,080.27	\$4,182.53	\$4,286.53	\$4,394.00	\$4,503.20	\$4,615.87	\$4,732.00	\$4,849.87	\$4,971.20
B30	ENGINEERING TECH II	BCEA	7/1/2017	\$4,660.93	\$4,777.07	\$4,896.67	\$5,019.73	\$5,144.53	\$5,272.80	\$5,406.27	\$5,541.47	\$5,680.13	\$5,820.53	\$5,966.13
B09	ENVIR SERVS INSPECT	BCEA	7/1/2017	\$5,298.80	\$5,430.53	\$5,567.47	\$5,707.87	\$5,850.00	\$5,995.60	\$6,146.40	\$6,298.93	\$6,456.67	\$6,617.87	\$6,784.27
A20	ENVIRON SERVS COOR	APEA	1/14/2017	\$6,971.47	\$7,144.80	\$7,325.07	\$7,508.80	\$7,696.00	\$7,886.67	\$8,084.27	\$8,287.07	\$8,495.07	\$8,706.53	\$8,924.93
A12	EXECUTIVE ASSISTANT	APEA	1/14/2017	\$4,454.67	\$4,567.33	\$4,681.73	\$4,797.87	\$4,919.20	\$5,040.53	\$5,167.07	\$5,297.07	\$5,428.80	\$5,564.00	\$5,704.40
M06	FINANCIAL SVC MGR	MMGMT NS	7/1/2017	\$8,928.40	\$9,152.00	\$9,380.80	\$9,616.53	\$9,857.47	\$10,103.60	\$10,354.93	\$10,614.93	\$10,880.13	\$11,152.27	\$11,431.33
FM1	FIRE BATTALION CHIEF	FIRE MGMT	7/1/2017	\$9,730.93	\$9,973.60	\$10,223.55	\$10,480.77	\$10,742.85	\$11,009.79	\$11,286.43	\$11,567.92	\$11,856.69	\$12,155.17	\$12,458.51
F20	FIRE CAPTAIN	FIRE	7/1/2017	\$7,411.04	\$7,595.47	\$7,787.17	\$7,981.31	\$8,182.72	\$8,386.56	\$8,595.25	\$8,811.23	\$9,029.63	\$9,257.73	\$9,488.27
ES1	FIRE CHIEF	N/A	7/1/2015	\$15,348.00										\$17,850.00
FMF	FIRE DEPUTY CHIEF	FIRE MGMT	7/1/2017	\$11,774.53	\$12,069.20	\$12,372.53	\$12,682.80	\$12,998.27	\$13,322.40	\$13,656.93	\$13,998.40	\$14,348.53	\$14,707.33	\$15,074.80
FMB	FIRE DIVISION CHIEF	FIRE MGMT	7/1/2017	\$10,705.07	\$10,972.00	\$11,247.60	\$11,530.13	\$11,817.87	\$12,112.53	\$12,414.13	\$12,726.13	\$13,043.33	\$13,369.20	\$13,703.73
F05	FIRE ENGINEER	FIRE	7/1/2017	\$6,311.76	\$6,469.49	\$6,632.08	\$6,799.52	\$6,969.39	\$7,141.68	\$7,321.25	\$7,503.25	\$7,692.53	\$7,884.24	\$8,080.80
B34	FIRE PREV SPEC I	BCEA	7/1/2017	\$4,527.47	\$4,640.13	\$4,756.27	\$4,875.87	\$4,997.20	\$5,122.00	\$5,250.27	\$5,382.00	\$5,517.20	\$5,654.13	\$5,796.27
B33	FIRE PREV SPEC II	BCEA	7/1/2017	\$5,146.27	\$5,274.53	\$5,408.00	\$5,543.20	\$5,681.87	\$5,824.00	\$5,969.60	\$6,118.67	\$6,271.20	\$6,428.93	\$6,588.40
A50	FIRE PROTECT ANALYST	APEA	1/14/2017	\$6,037.20	\$6,188.00	\$6,342.27	\$6,501.73	\$6,664.67	\$6,831.07	\$7,000.93	\$7,176.00	\$7,356.27	\$7,540.00	\$7,728.93
F01	FIREFIGHTER	FIRE	7/1/2017	\$5,617.73	\$5,758.48	\$5,904.08	\$6,052.11	\$6,202.56	\$6,357.87	\$6,515.60	\$6,678.19	\$6,845.63	\$7,017.92	\$7,192.64
UR1	FIREFIGHTER TRAINEE (NS)	N/A	5/15/2018	\$5,347.76										
A46	FISCAL SPECIALIST	APEA	1/14/2017	\$4,855.07	\$4,976.40	\$5,101.20	\$5,229.47	\$5,359.47	\$5,492.93	\$5,631.60	\$5,772.00	\$5,915.87	\$6,063.20	\$6,215.73
A14	FLEET SUPERVISOR	APEA	1/14/2017	\$6,305.87	\$6,463.60	\$6,626.53	\$6,792.93	\$6,962.80	\$7,136.13	\$7,314.67	\$7,496.67	\$7,683.87	\$7,876.27	\$8,073.87
A44	GIS ANALYST	APEA	1/14/2017	\$6,458.40	\$6,619.60	\$6,786.00	\$6,955.87	\$7,129.20	\$7,307.73	\$7,489.73	\$7,678.67	\$7,869.33	\$8,066.93	\$8,268.00
B36	HEAVY EQUIP MECH I	BCEA	7/1/2017	\$4,139.20	\$4,241.47	\$4,348.93	\$4,458.13	\$4,569.07	\$4,683.47	\$4,799.60	\$4,920.93	\$5,042.27	\$5,168.80	\$5,298.80
B35	HEAVY EQUIP MECH II	BCEA	7/1/2017	\$4,553.47	\$4,666.13	\$4,784.00	\$4,903.60	\$5,026.67	\$5,151.47	\$5,281.47	\$5,413.20	\$5,548.40	\$5,687.07	\$5,829.20
B59	HELP DESK TECH	BCEA	7/1/2017	\$4,440.80	\$4,551.73	\$4,666.13	\$4,784.00	\$4,903.60	\$5,024.93	\$5,151.47	\$5,279.73	\$5,411.47	\$5,546.67	\$5,685.33
A54	HR ANALYST I	APEA	1/14/2017	\$6,392.53	\$6,553.73	\$6,716.67	\$6,886.53	\$7,058.13	\$7,233.20	\$7,415.20	\$7,600.67	\$7,789.60	\$7,985.47	\$8,184.80

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
A27	HR ANALYST II	APEA	1/14/2017	\$7,028.67	\$7,205.47	\$7,385.73	\$7,571.20	\$7,760.13	\$7,954.27	\$8,151.87	\$8,356.40	\$8,566.13	\$8,779.33	\$8,999.47
A28	HR TECHNICIAN	APEA	1/14/2017	\$5,153.20	\$5,281.47	\$5,413.20	\$5,550.13	\$5,688.80	\$5,830.93	\$5,976.53	\$6,125.60	\$6,278.13	\$6,435.87	\$6,597.07
B08	HSG REHAB SPECIALIST	BCEA	7/1/2017	\$4,919.20	\$5,042.27	\$5,168.80	\$5,298.80	\$5,430.53	\$5,565.73	\$5,704.40	\$5,848.27	\$5,993.87	\$6,144.67	\$6,297.20
M15	HUMAN RESOURES MGR	MMGMT NS	7/1/2017	\$10,339.33	\$10,597.60	\$10,862.80	\$11,134.93	\$11,414.00	\$11,698.27	\$11,991.20	\$12,291.07	\$12,597.87	\$12,913.33	\$13,235.73
A24	INFO TECH SUPERVISOR	APEA	1/14/2017	\$7,411.73	\$7,595.47	\$7,786.13	\$7,982.00	\$8,181.33	\$8,385.87	\$8,595.60	\$8,810.53	\$9,030.67	\$9,256.00	\$9,488.27
M08	INFO TECHNO MANAGER	MMGMT NS	7/1/2017	\$10,346.27	\$10,604.53	\$10,869.73	\$11,143.60	\$11,420.93	\$11,705.20	\$11,998.13	\$12,299.73	\$12,606.53	\$12,922.00	\$13,244.40
A35	IT ENTRPRS ACT ADMIN	APEA	1/14/2017	\$7,685.60	\$7,878.00	\$8,075.60	\$8,278.40	\$8,484.67	\$8,696.13	\$8,914.53	\$9,138.13	\$9,366.93	\$9,600.93	\$9,840.13
A40	IT SPECIALIST I	APEA	1/14/2017	\$5,837.87	\$5,983.47	\$6,134.27	\$6,288.53	\$6,444.53	\$6,605.73	\$6,770.40	\$6,940.27	\$7,113.60	\$7,292.13	\$7,474.13
A41	IT SPECIALIST II	APEA	1/14/2017	\$6,366.53	\$6,526.00	\$6,688.93	\$6,857.07	\$7,028.67	\$7,203.73	\$7,384.00	\$7,569.47	\$7,758.40	\$7,952.53	\$8,150.13
N07	JAILER	POLICE	1/13/2018	\$4,198.93	\$4,303.76	\$4,411.81	\$4,522.55	\$4,635.44	\$4,751.01	\$4,869.82	\$4,991.84	\$5,116.56	\$5,244.50	\$5,375.67
B15	LS MAINT CTRCT ADMIN	BCEA	7/1/2017	\$4,926.13	\$5,049.20	\$5,177.47	\$5,307.47	\$5,439.20	\$5,574.40	\$5,714.80	\$5,856.93	\$6,004.27	\$6,153.33	\$6,307.60
A15	MAINT SERVICES SUPERVSR	APEA	1/14/2017	\$6,019.87	\$6,170.67	\$6,326.67	\$6,484.40	\$6,647.33	\$6,812.00	\$6,981.87	\$7,156.93	\$7,337.20	\$7,519.20	\$7,708.13
M11	MAINT SRVS SUPERINT	MMGMT NS	7/1/2017	\$8,144.93	\$8,347.73	\$8,557.47	\$8,772.40	\$8,992.53	\$9,216.13	\$9,446.67	\$9,682.40	\$9,925.07	\$10,172.93	\$10,427.73
B20	MAINT SVC CREW LDR	BCEA	7/1/2017	\$4,692.13	\$4,808.27	\$4,929.60	\$5,052.67	\$5,179.20	\$5,307.47	\$5,440.93	\$5,577.87	\$5,716.53	\$5,860.40	\$6,006.00
B23	MAINT SVC WORKER I	BCEA	7/1/2017	\$3,761.33	\$3,854.93	\$3,952.00	\$4,050.80	\$4,153.07	\$4,255.33	\$4,362.80	\$4,472.00	\$4,582.93	\$4,697.33	\$4,815.20
B22	MAINT SVC WORKER II	BCEA	7/1/2017	\$3,950.27	\$4,049.07	\$4,149.60	\$4,253.60	\$4,361.07	\$4,468.53	\$4,581.20	\$4,695.60	\$4,813.47	\$4,933.07	\$5,056.13
A34	MANAGEMENT ANALYST I	APEA	1/14/2017	\$5,456.53	\$5,593.47	\$5,733.87	\$5,877.73	\$6,025.07	\$6,174.13	\$6,328.40	\$6,487.87	\$6,649.07	\$6,815.47	\$6,987.07
A17	MANAGEMENT ANALYST II	APEA	1/14/2017	\$6,141.20	\$6,293.73	\$6,451.47	\$6,614.40	\$6,779.07	\$6,948.93	\$7,122.27	\$7,300.80	\$7,482.80	\$7,670.00	\$7,862.40
B43	MEDIA SVC SPEC I	BCEA	7/1/2017	\$4,489.33	\$4,602.00	\$4,716.40	\$4,836.00	\$4,955.60	\$5,080.40	\$5,206.93	\$5,336.93	\$5,470.40	\$5,607.33	\$5,747.73
A26	MEDIA SVS SPEC II	APEA	1/14/2017	\$5,035.33	\$5,160.13	\$5,290.13	\$5,423.60	\$5,558.80	\$5,697.47	\$5,839.60	\$5,985.20	\$6,136.00	\$6,288.53	\$6,446.27
N08	PARKING CTRL OFFICER	POLICE	1/13/2018	\$3,803.34	\$3,898.29	\$3,996.16	\$4,096.46	\$4,198.72	\$4,303.40	\$4,411.01	\$4,521.54	\$4,634.51	\$4,750.40	\$4,869.21
B62	PERMIT TECHNICIAN	BCEA	7/1/2017	\$3,938.13	\$4,036.93	\$4,137.47	\$4,241.47	\$4,347.20	\$4,456.40	\$4,567.33	\$4,681.73	\$4,799.60	\$4,919.20	\$5,042.27
A29	PLAN CHECKER	APEA	1/14/2017	\$6,340.53	\$6,498.27	\$6,661.20	\$6,827.60	\$6,999.20	\$7,172.53	\$7,352.80	\$7,536.53	\$7,725.47	\$7,917.87	\$8,117.20
B64	PLANNING TECHNICIAN	BCEA	7/1/2017	\$3,972.80	\$4,071.60	\$4,173.87	\$4,277.87	\$4,385.33	\$4,494.53	\$4,607.20	\$4,721.60	\$4,839.47	\$4,960.80	\$5,085.60
PM1	POLICE CAPTAIN	POLICE MGMT	1/13/2018	\$11,807.75	\$12,102.53	\$12,406.37	\$12,717.78	\$13,035.23	\$13,360.24	\$13,694.33	\$14,037.48	\$14,388.19	\$14,747.97	\$15,116.82
ES2	POLICE CHIEF	N/A	7/1/2015	\$15,669.00										\$18,469.00
B65	POLICE COMM. OUTRCH COOR.	BCEA	7/1/2017	\$4,602.00	\$4,716.40	\$4,834.27	\$4,955.60	\$5,080.40	\$5,206.93	\$5,336.93	\$5,470.40	\$5,607.33	\$5,747.73	\$5,891.60
PM2	POLICE LT.	POLICE MGMT	1/13/2018	\$10,173.75	\$10,427.74	\$10,689.54	\$10,957.85	\$11,231.37	\$11,511.41	\$11,799.26	\$12,094.92	\$12,397.10	\$12,707.09	\$13,024.90
P01	POLICE OFCR RECRUIT	POLICE	1/13/2018	\$5,952.01										
P02	POLICE OFFICER	POLICE	1/13/2018	\$6,344.65	\$6,503.04	\$6,666.31	\$6,833.64	\$7,004.21	\$7,178.85	\$7,358.36	\$7,542.75	\$7,731.19	\$7,924.52	\$8,122.71
B19	POLICE RECORDS CLERK	BCEA	7/1/2017	\$3,620.93	\$3,711.07	\$3,804.67	\$3,900.00	\$3,997.07	\$4,095.87	\$4,198.13	\$4,303.87	\$4,411.33	\$4,522.27	\$4,634.93
A30	POLICE RECORDS SPVR	APEA	1/14/2017	\$6,099.60	\$6,252.13	\$6,408.13	\$6,569.33	\$6,732.27	\$6,900.40	\$7,073.73	\$7,250.53	\$7,432.53	\$7,618.00	\$7,808.67
B18	POLICE RECORDS TECH	BCEA	7/1/2017	\$3,802.93	\$3,896.53	\$3,995.33	\$4,095.87	\$4,198.13	\$4,302.13	\$4,409.60	\$4,520.53	\$4,633.20	\$4,749.33	\$4,867.20
P20	POLICE SGT	POLICE	1/13/2018	\$8,199.92	\$8,404.63	\$8,615.64	\$8,831.89	\$9,052.35	\$9,278.05	\$9,510.06	\$9,748.36	\$9,991.91	\$10,241.76	\$10,497.91
N05	POLICE SVS. OFFICER	POLICE	1/13/2018	\$4,183.94	\$4,288.39	\$4,396.05	\$4,506.40	\$4,618.88	\$4,734.05	\$4,852.43	\$4,974.02	\$5,098.29	\$5,225.77	\$5,356.47
A49	POLICE TRAIN COORDIN	APEA	1/14/2017	\$4,784.00	\$4,903.60	\$5,026.67	\$5,153.20	\$5,281.47	\$5,413.20	\$5,548.40	\$5,687.07	\$5,829.20	\$5,974.80	\$6,125.60

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
A39	PRINCIPAL CIVIL ENG	APEA	1/14/2017	\$8,361.60	\$8,569.60	\$8,784.53	\$9,004.67	\$9,230.00	\$9,460.53	\$9,696.27	\$9,940.67	\$10,188.53	\$10,443.33	\$10,703.33
A61	PROCURE & CONTR ADMIN	APEA	1/14/2017	\$6,155.07	\$6,307.60	\$6,467.07	\$6,628.27	\$6,794.67	\$6,964.53	\$7,137.87	\$7,316.40	\$7,500.13	\$7,687.33	\$7,879.73
N06	PROP & EVIDENCE TECH	POLICE	1/13/2018	\$4,196.65	\$4,301.41	\$4,409.41	\$4,520.08	\$4,632.91	\$4,748.43	\$4,867.16	\$4,989.12	\$5,113.77	\$5,241.64	\$5,372.74
N04	PUBLIC SAFETY DISPATCHER I	POLICE	1/13/2018	\$4,260.31	\$4,366.67	\$4,476.30	\$4,588.66	\$4,703.20	\$4,820.46	\$4,941.00	\$5,064.81	\$5,191.35	\$5,321.16	\$5,454.25
N03	PUBLIC SAFETY DISPATCHER II	POLICE	1/13/2018	\$4,687.29	\$4,804.31	\$4,924.93	\$5,048.54	\$5,174.56	\$5,303.58	\$5,436.20	\$5,572.42	\$5,711.64	\$5,854.46	\$6,000.88
E04	PUBLIC WORKS DIR	N/A	7/1/2015	\$13,838.00										\$16,330.00
B13	PUBLIC WORKS INP I	BCEA	7/1/2017	\$4,387.07	\$4,498.00	\$4,610.67	\$4,726.80	\$4,844.67	\$4,964.27	\$5,089.07	\$5,217.33	\$5,347.33	\$5,480.80	\$5,617.73
B12	PUBLIC WORKS INP II	BCEA	7/1/2017	\$5,170.53	\$5,298.80	\$5,432.27	\$5,567.47	\$5,707.87	\$5,850.00	\$5,995.60	\$6,146.40	\$6,298.93	\$6,456.67	\$6,617.87
M09	PURCHASING AGENT	MMGMT NS	7/1/2017	\$8,401.47	\$8,611.20	\$8,827.87	\$9,048.00	\$9,275.07	\$9,505.60	\$9,743.07	\$9,987.47	\$10,237.07	\$10,493.60	\$10,755.33
A52	RADIO FREQUENCY SP	APEA	1/14/2017	\$7,000.93	\$7,176.00	\$7,356.27	\$7,541.73	\$7,728.93	\$7,921.33	\$8,120.67	\$8,323.47	\$8,531.47	\$8,744.67	\$8,963.07
A47	REDEV PROJECT MGR	APEA	1/14/2017	\$6,786.00	\$6,954.13	\$7,129.20	\$7,307.73	\$7,491.47	\$7,676.93	\$7,869.33	\$8,066.93	\$8,268.00	\$8,474.27	\$8,687.47
B58	REPROGRAPHICS SPEC.	BCEA	7/1/2017	\$4,660.93	\$4,777.07	\$4,896.67	\$5,019.73	\$5,144.53	\$5,272.80	\$5,406.27	\$5,541.47	\$5,680.13	\$5,820.53	\$5,966.13
M13	REVENUE & BUDGET MGR	MMGMT NS	7/1/2017	\$8,401.47	\$8,611.20	\$8,827.87	\$9,048.00	\$9,275.07	\$9,505.60	\$9,743.07	\$9,987.47	\$10,237.07	\$10,493.60	\$10,755.33
B05	SECRETARY	BCEA	7/1/2017	\$3,745.73	\$3,839.33	\$3,934.67	\$4,033.47	\$4,135.73	\$4,238.00	\$4,343.73	\$4,452.93	\$4,563.87	\$4,678.27	\$4,796.13
A48	SOFTWARE DEVELOPER I	APEA	1/14/2017	\$5,787.60	\$5,933.20	\$6,082.27	\$6,234.80	\$6,390.80	\$6,550.27	\$6,713.20	\$6,881.33	\$7,052.93	\$7,229.73	\$7,410.00
A42	SOFTWAREDEVELOPER II	APEA	1/14/2017	\$6,366.53	\$6,526.00	\$6,688.93	\$6,857.07	\$7,028.67	\$7,203.73	\$7,384.00	\$7,569.47	\$7,758.40	\$7,952.53	\$8,150.13
A53	SR. ACCOUNTANT	APEA	1/14/2017	\$6,389.07	\$6,548.53	\$6,713.20	\$6,881.33	\$7,052.93	\$7,228.00	\$7,410.00	\$7,595.47	\$7,784.40	\$7,980.27	\$8,179.60
A59	SR. BLDG INSPECTOR	APEA	1/14/2017	\$5,902.00	\$6,049.33	\$6,201.87	\$6,357.87	\$6,515.60	\$6,678.53	\$6,844.93	\$7,016.53	\$7,191.60	\$7,371.87	\$7,555.60
B67	SR. CITY CLERK SPEC.	BCEA	7/1/2017	\$3,802.93	\$3,896.53	\$3,995.33	\$4,095.87	\$4,198.13	\$4,302.13	\$4,409.60	\$4,520.53	\$4,633.20	\$4,749.33	\$4,867.20
A05	SR. COMM SVS SPRVSR	APEA	1/14/2017	\$7,075.47	\$7,252.27	\$7,434.27	\$7,621.47	\$7,812.13	\$8,006.27	\$8,205.60	\$8,411.87	\$8,621.60	\$8,838.27	\$9,058.40
A09	SR. EX ASST/CITY MGR	APEA	1/14/2017	\$5,780.67	\$5,926.27	\$6,073.60	\$6,226.13	\$6,382.13	\$6,541.60	\$6,704.53	\$6,872.67	\$7,044.27	\$7,221.07	\$7,401.33
B41	SR. FIRE PREV SPEC	BCEA	7/1/2017	\$5,661.07	\$5,803.20	\$5,948.80	\$6,097.87	\$6,250.40	\$6,406.40	\$6,565.87	\$6,730.53	\$6,898.67	\$7,072.00	\$7,248.80
A45	SR. GIS ANALYST	APEA	1/14/2017	\$7,104.93	\$7,281.73	\$7,465.47	\$7,652.67	\$7,843.33	\$8,039.20	\$8,240.27	\$8,446.53	\$8,658.00	\$8,874.67	\$9,096.53
A43	SR. HR ANALYST	APEA	1/14/2017	\$7,732.40	\$7,924.80	\$8,124.13	\$8,328.67	\$8,536.67	\$8,749.87	\$8,968.27	\$9,191.87	\$9,422.40	\$9,658.13	\$9,899.07
A51	SR. IT SPECIALIST	APEA	1/14/2017	\$6,685.47	\$6,851.87	\$7,025.20	\$7,200.27	\$7,380.53	\$7,564.27	\$7,753.20	\$7,947.33	\$8,146.67	\$8,351.20	\$8,559.20
A37	SR. MEDIA SVS SPEC-AV	APEA	1/14/2017	\$6,283.33	\$6,439.33	\$6,600.53	\$6,766.93	\$6,936.80	\$7,108.40	\$7,286.93	\$7,468.93	\$7,656.13	\$7,846.80	\$8,044.40
A16	SR. MGMNT ANALYST	APEA	1/14/2017	\$6,756.53	\$6,924.67	\$7,099.73	\$7,276.53	\$7,458.53	\$7,644.00	\$7,836.40	\$8,032.27	\$8,233.33	\$8,439.60	\$8,649.33
A03	SR. PLANNER	APEA	1/14/2017	\$7,061.60	\$7,236.67	\$7,418.67	\$7,605.87	\$7,794.80	\$7,988.93	\$8,190.00	\$8,394.53	\$8,604.27	\$8,819.20	\$9,039.33
B17	SR. POL REC'DS TECH	BCEA	7/1/2017	\$4,180.80	\$4,284.80	\$4,392.27	\$4,503.20	\$4,615.87	\$4,730.27	\$4,848.13	\$4,971.20	\$5,094.27	\$5,222.53	\$5,352.53
N02	SR. PS DISPATCHER	POLICE	1/13/2018	\$5,155.99	\$5,284.71	\$5,417.39	\$5,553.37	\$5,691.99	\$5,833.91	\$5,979.79	\$6,129.63	\$6,282.78	\$6,439.88	\$6,600.94
B45	ST SWEEPER OPERATOR	BCEA	7/1/2017	\$4,236.27	\$4,342.00	\$4,451.20	\$4,563.87	\$4,676.53	\$4,794.40	\$4,914.00	\$5,037.07	\$5,161.87	\$5,291.87	\$5,423.60
B52	WATER DIST CREW LDR	BCEA	7/1/2017	\$5,486.00	\$5,622.93	\$5,763.33	\$5,908.93	\$6,056.27	\$6,207.07	\$6,363.07	\$6,522.53	\$6,685.47	\$6,851.87	\$7,023.47
B54	WATER DIST OPER I	BCEA	7/1/2017	\$4,147.87	\$4,250.13	\$4,357.60	\$4,466.80	\$4,577.73	\$4,692.13	\$4,810.00	\$4,931.33	\$5,054.40	\$5,180.93	\$5,309.20
B53	WATER DIST OPER II	BCEA	7/1/2017	\$4,423.47	\$4,534.40	\$4,648.80	\$4,764.93	\$4,884.53	\$5,005.87	\$5,130.67	\$5,258.93	\$5,390.67	\$5,525.87	\$5,664.53
M12	WATER DIST SUPERINT	MMGMT NS	7/1/2017	\$8,959.60	\$9,183.20	\$9,413.73	\$9,649.47	\$9,890.40	\$10,136.53	\$10,389.60	\$10,651.33	\$10,916.53	\$11,190.40	\$11,469.47
A36	WATER DIST SUPERVISOR	APEA	1/14/2017	\$6,623.07	\$6,787.73	\$6,959.33	\$7,132.67	\$7,311.20	\$7,493.20	\$7,680.40	\$7,872.80	\$8,070.40	\$8,271.47	\$8,479.47

SECTION 2

CITY OF BREA

SALARY TABLE - REGULAR PART-TIME AND PART-TIME INTERMITTENT CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max. / Step 7
901 905 916	ADMINISTRATIVE INTERN COMMUNITY SERVICES LEADER TECHNICAL INTERN	Non-Represented - Part-Time	11/17/2018	\$11.41	\$11.67	\$11.97	\$12.26	\$12.58	\$12.89	\$13.21
919	COMM SVS SHUTTLE DRIVER	Non-Represented - Part-Time	7/15/2017	\$18.15	\$18.60	\$19.07	\$19.53	\$20.04	\$20.52	\$21.05
903	COMMUNITY SERVICES COORDINATOR	Non-Represented - Part-Time	7/15/2017	\$15.08	\$15.47	\$15.87	\$16.25	\$16.66	\$17.08	\$17.49
917 910	COMMUNITY SERVICES INSTRUCTOR LIFEGUARD	Non-Represented - Part-Time	11/17/2018	\$11.22	\$11.53	\$11.81	\$12.10	\$12.40	\$12.73	\$13.03
906 912	COMMUNITY SERVICES WORKER POLICE CADET	Non-Represented - Part-Time	1/1/2018	\$11.00	\$11.28	\$11.56	\$11.85	\$12.14	\$12.45	\$12.76
907 904	FACILITIES WORKER SR. COMMUNITY SERVICES LEADER	Non-Represented - Part-Time	7/15/2017	\$13.30	\$13.65	\$13.98	\$14.31	\$14.70	\$15.06	\$15.43
909	LIFEGUARD / INSTRUCTOR	Non-Represented - Part-Time	7/15/2017	\$13.22	\$13.57	\$13.89	\$14.23	\$14.60	\$14.96	\$15.32
911	MAIL ROOM CLERK	Non-Represented - Part-Time	7/15/2017	\$11.15	\$11.45	\$11.73	\$12.01	\$12.31	\$12.63	\$12.94
913	POLICE RES OFFICER	Non-Represented - Part-Time	7/15/2017	\$21.73	\$22.29	\$22.85	\$23.42	\$24.00	\$24.60	\$25.22
914	RESERVE POLICE TRAINEE	Non-Represented - Part-Time	1/1/2018	\$11.00						
915	SPECIALIST	Non-Represented - Part-Time	1/1/2018	\$11.00						\$100.00
918	SR. COMMUNITY SERVICES INSTRUCTOR	Non-Represented - Part-Time	7/15/2017	\$12.93	\$13.23	\$13.60	\$13.92	\$14.25	\$14.64	\$15.00
908	SR. LIFEGUARD	Non-Represented - Part-Time	7/15/2017	\$15.19	\$15.58	\$15.96	\$16.36	\$16.76	\$17.19	\$17.61

SECTION 3

CITY OF BREA
SALARY TABLE - CITY COUNCIL AND ELECTED CLASSIFICATIONS

[illegible]

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: October Outgoing Payment Log and November 9, 16, 23 & 30, 2018 City Check Registers - Receive and file.

Attachments

Outgoing Payment Log

11-09-18 City Check Register

11-16-18 City Check Register

11-23-18 City Check Register

11-30-18 City Check Register

City of Brea
Outgoing Payment Log
Oct 2018

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
10/2/2018	CA SDU	Child support payments	818.50
10/3/2018	Citizens Business Bank	Credit card processing fees	1,229.67
10/5/2018	CALPERS	Member retirement	201,783.45
10/10/2018	CALPERS	Medical payment	372,688.35
10/12/2018	Brea Payroll	Brea staff payroll	812,322.55
10/12/2018	Brea Payroll	Employee deductions	98,139.60
10/12/2018	IRS	Payroll Federal taxes	153,733.64
10/12/2018	EDD	Payroll State taxes	49,830.72
10/15/2018	CALPERS	Member retirement	198,510.83
10/17/2018	Paymentus	Monthly service fee - Sep	4,833.00
10/22/2018	Citizens Business Bank	Monthly banking service fee	1,930.43
10/24/2018	Harland Clarke	Check order	42.05
10/26/2018	Brea Payroll	Brea staff payroll	828,074.83
10/26/2018	Brea Payroll	Employee deductions	99,145.52
10/26/2018	IRS	Payroll Federal taxes	153,264.32
10/26/2018	EDD	Payroll State taxes	50,151.96
10/26/2018	CA SDU	Child support payments	748.99
10/29/2018	CALPERS	Member retirement	199,043.49
10/29/2018	LAIF	Contribution	3,200,000.00
10/30/2018	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,145.93
10/31/2018	CA Dept of Tax	Sales tax - Oct	178.00
			<hr/> 6,439,615.83
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	170,556.72
	Various	General Liability Claims	8,929.80
		Subtotal	<hr/> 179,486.52
			<hr/> \$ 6,619,102.35 <hr/>

City Check Register for: Nov 9, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179219	KYLE ALLEN	11/09/2018	28076	110	REG'N FEE REFUND	\$40.00
KYLE ALLEN					Total Check Amount:	\$40.00
179220	AT&T	11/09/2018	22050	475141471	3768874400 9/11-10/10	\$1,306.00
AT&T					Total Check Amount:	\$1,306.00
179221	AT&T CALNET	11/09/2018	20391	420515131	9391011964 9/28-10/27	\$40.08
		11/09/2018	20391	475141471	9391011961 9/28-10/27	\$230.80
		11/09/2018	20391	475141471	9391011962 9/13-10/12	\$20.78
		11/09/2018	20391	475141471	9391011963 9/28-10/27	\$20.86
		11/09/2018	20391	475141471	9391011965 9/28-10/27	\$40.15
		11/09/2018	20391	475141471	9391011970 9/15-10/14	\$80.42
		11/09/2018	20391	475141471	9391011971 9/28-10/27	\$40.08
		11/09/2018	20391	475141471	9391011972 9/28-10/27	\$131.12
		11/09/2018	20391	475141471	9391011973 9/28-10/27	\$41.72
		11/09/2018	20391	475141471	9391011975 9/28-10/27	\$3,420.16
		11/09/2018	20391	475141471	9391011976 9/28-10/27	\$910.14
		11/09/2018	20391	475141471	9391011978 9/28-10/27	\$784.41
		11/09/2018	20391	475141471	9391011979 9/28-10/27	\$84.02
		11/09/2018	20391	475141471	9391023157 9/28-10/27	\$20.86
		11/09/2018	20391	475141471	9391023158 9/28-10/27	\$33.94
		11/09/2018	20391	475141471	9391052504 9/28-10/27	\$274.87
		11/09/2018	20391	475141471	9391052507 9/28-10/27	\$274.87
		11/09/2018	20391	475141471	9391057787 9/28-10/27	\$367.79
		11/09/2018	20391	475141471	9391060716 9/28-10/27	\$273.25
		11/09/2018	20391	475141471	9391063120 9/28-10/27	\$216.43
		11/09/2018	20391	475141471	9391063405 9/28-10/27	\$100.72
		11/09/2018	20391	475141471	9391064048 9/28-10/27	\$32.41
AT&T CALNET					Total Check Amount:	\$7,439.88
179222	THE BANK OF NEW YORK MELLON	11/09/2018	16062	110141411	CONTRL ACCT JUL-SEP18	\$1,747.02
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$1,747.02
179223	RAYMOND BLANCO	11/09/2018	28080	110	REG'N FEE REFUND	\$50.00
RAYMOND BLANCO					Total Check Amount:	\$50.00
179224	BUDGET RENT A CAR OF NORWALK	11/09/2018	25483	480515161	2018 NISSAN FRONTIER WITH	\$25,370.31
BUDGET RENT A CAR OF NORWALK					Total Check Amount:	\$25,370.31
179225	BUSINESS CARD	11/09/2018	18749	110	BSCARD PD 102318	\$51.69
		11/09/2018	18749	110141481	BSCARD HR 102318	\$651.64
		11/09/2018	18749	110212111	BSCARD PD 102318	\$358.58
		11/09/2018	18749	110222231	BSCARD FIRE 102318	\$524.88
		11/09/2018	18749	110404420	BSCARD CS 102318	\$728.78

City Check Register for: Nov 9, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179225	BUSINESS CARD	11/09/2018	18749	420515131	BSCARD WATER 102318	\$77.50
		11/09/2018	18749	950000000	ILJAOC BSCARD JM 1018	\$32.31
		11/09/2018	18749	950000000	ILJAOC BSCARD MJ 1018	\$345.71
BUSINESS CARD					Total Check Amount:	\$2,771.09
179226	SAM CEJA	11/09/2018	28075	110	FORFEITURE FEE #5878	\$50.00
SAM CEJA					Total Check Amount:	\$50.00
179227	DANIEL CHANG	11/09/2018	28078	110	REG'N FEE REFUND	\$425.00
DANIEL CHANG					Total Check Amount:	\$425.00
179228	CITY OF BREA	11/09/2018	13577	110212111	1819 ILJAOC MEMB FEES	\$12,558.00
CITY OF BREA					Total Check Amount:	\$12,558.00
179229	CITY OF BREA - WATER DEPT	11/09/2018	2039	341515112	WATER 9/6-10/8/18	\$2,136.09
		11/09/2018	2039	343515112	WATER 9/6-10/8/18	\$2,769.24
		11/09/2018	2039	345515112	WATER 9/6-10/8/18	\$3,539.81
		11/09/2018	2039	346515112	WATER 9/6-10/8/18	\$8,691.10
		11/09/2018	2039	347515112	WATER 9/6-10/8/18	\$1,038.82
		11/09/2018	2039	880515113	WATER 9/6-10/8/18	\$40.56
CITY OF BREA - WATER DEPT					Total Check Amount:	\$18,215.62
179230	COUNTY OF ORANGE	11/09/2018	4799	110	LIBRARY FEES:LAFLRSTA	\$231,000.00
COUNTY OF ORANGE					Total Check Amount:	\$231,000.00
179231	DELTA DENTAL INSURANCE COMPANY	11/09/2018	26074	110	05R103125 DENTL NOV18	\$2,171.04
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$2,171.04
179232	SOUTHERN CALIFORNIA EDISON	11/09/2018	3343	110515121	ELECTRICITY	\$13,593.22
		11/09/2018	3343	110515125	ELECTRICITY	\$5,964.07
		11/09/2018	3343	110515141	ELECTRICITY	\$50.34
		11/09/2018	3343	341515112	ELECTRICITY	\$166.74
		11/09/2018	3343	343515112	ELECTRICITY	\$148.98
		11/09/2018	3343	345515112	ELECTRICITY	\$95.89
		11/09/2018	3343	346515112	ELECTRICITY	\$251.11
		11/09/2018	3343	420515131	ELECTRICITY	\$33,881.91
		11/09/2018	3343	430515123	ELECTRICITY	\$445.35
		11/09/2018	3343	490515151	ELECTRICITY	\$6,235.98
		11/09/2018	3343	880515113	ELECTRICITY	\$24.08
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$60,857.67
179233	FRONTIER COMMUNICATIONS	11/09/2018	26183	475141471	562 1820146 1016-1115	\$44.73
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.73
179234	KYLE GRUBBS	11/09/2018	20463	110	REG'N FEE REFUND	\$20.00
KYLE GRUBBS					Total Check Amount:	\$20.00
179235	RUDOLPH GUTIERREZ	11/09/2018	24422	110404421	BUGLE:VETS DAY 2018	\$100.00
RUDOLPH GUTIERREZ					Total Check Amount:	\$100.00

City Check Register for: Nov 9, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179236	ROBBIE HICKEY	11/09/2018	28074	110	REG'N FEE REFUND	\$50.00
ROBBIE HICKEY					Total Check Amount:	\$50.00
179237	JART DIRECT MAIL SERVICES	11/09/2018	8634	110404542	MAIL:PETER/STARCATCHR	\$696.46
JART DIRECT MAIL SERVICES					Total Check Amount:	\$696.46
179238	WILLIAM F. KIMBLE	11/09/2018	28072	420000000	CLOSED WATER ACCOUNT	\$39.32
WILLIAM F. KIMBLE					Total Check Amount:	\$39.32
179239	LIFE-ASSIST, INC.	11/09/2018	10530	174222222	PM MEDS FIRE STN #2	\$187.83
LIFE-ASSIST, INC.					Total Check Amount:	\$187.83
179240	LUCAS BUILDERS, INC.	11/09/2018	26671	420000000	CLOSED WATER ACCOUNT	\$207.26
LUCAS BUILDERS, INC.					Total Check Amount:	\$207.26
179241	MEDPOST URGENT CARE - BREA	11/09/2018	27547	110141481	PHYSICALS/TESTS	\$285.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$285.00
179242	MUGSHOT MONKEEZ PHOTO BOOTHS	11/09/2018	28083	110	BESTBUDDIES PHOTO BTH	\$350.00
MUGSHOT MONKEEZ PHOTO BOOTHS					Total Check Amount:	\$350.00
179243	MATTHEW NEBEL	11/09/2018	28077	110	REG'N FEE REFUND	\$20.00
MATTHEW NEBEL					Total Check Amount:	\$20.00
179244	NEOPOST USA INC	11/09/2018	20201	110141441	18/19 MNT:HT12 TABBER	\$527.04
NEOPOST USA INC					Total Check Amount:	\$527.04
179245	OFFICE DEPOT, INC	11/09/2018	4743	110111151	OFFICE SUPPLIES	\$75.46
		11/09/2018	4743	110141411	OFFICE SUPPLIES	\$10.10
		11/09/2018	4743	110212111	OFFICE SUPPLIES	\$210.31
		11/09/2018	4743	110212111	TONERS	\$614.24
		11/09/2018	4743	110222211	OFFICE SUPPLIES	\$51.47
		11/09/2018	4743	110404311	CREDIT:212174318001	(\$88.02)
		11/09/2018	4743	110404311	CREDIT:215603674001	(\$18.39)
		11/09/2018	4743	110404311	OFFICE SUPPLIES	\$117.14
		11/09/2018	4743	110404521	OFFICE SUPPLIES	\$249.88
		11/09/2018	4743	110404543	OFFICE SUPPLIES	\$23.46
OFFICE DEPOT, INC					Total Check Amount:	\$1,245.65
179246	ORCHESTRA COLLECTIVE OF ORANGE CTY	11/09/2018	27575	110	PAYOUT:SPOOKTACULAR	\$3,341.40
ORCHESTRA COLLECTIVE OF ORANGE CTY					Total Check Amount:	\$3,341.40
179247	PACIFIC TRUCK EQUIPMENT INC	11/09/2018	24755	480515161	1827 INSTALL CAB PROTECTO	\$817.97
PACIFIC TRUCK EQUIPMENT INC					Total Check Amount:	\$817.97
179248	PUENTE HILLS FORD	11/09/2018	25742	480515161	RT & LF DOOR MOULDING	\$99.34
PUENTE HILLS FORD					Total Check Amount:	\$99.34
179249	SAN GABRIEL BASIN WATER	11/09/2018	25882	420515131	18/19 ASSESSMENT #2	\$7,513.60
SAN GABRIEL BASIN WATER					Total Check Amount:	\$7,513.60
179250	SHRED-IT USA	11/09/2018	7438	110111161	DOC SHRED AUG/SEPT18	\$8.00

City Check Register for: Nov 9, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179250	SHRED-IT USA	11/09/2018	7438	110111161	DOC SHRED SEPT/OCT18	\$8.00
		11/09/2018	7438	110212122	PD DOC SHRED AUG/SEPT	\$192.00
		11/09/2018	7438	110212122	PD DOC SHRED SEPT/OCT	\$192.00
		11/09/2018	7438	470141483	DOC SHRED AUG/SEPT18	\$8.00
		11/09/2018	7438	470141483	DOC SHRED SEPT/OCT18	\$8.00
SHRED-IT USA					Total Check Amount:	\$416.00
179251	SO CAL DENT DR. INC.	11/09/2018	28067	480515161	965 DENT REPAIR	\$125.00
SO CAL DENT DR. INC.					Total Check Amount:	\$125.00
179252	SARAH SONG	11/09/2018	28073	420000000	CLOSED WATER ACCOUNT	\$49.55
SARAH SONG					Total Check Amount:	\$49.55
179253	STETSON ENGINEERS INC.	11/09/2018	21629	420515131	BERRY DAM SVCS SEPT18	\$7,851.12
STETSON ENGINEERS INC.					Total Check Amount:	\$7,851.12
179254	TIME WARNER CABLE	11/09/2018	19304	110111143	CABLE CHGS 11/2-12/1	\$28.78
		11/09/2018	19304	110111151	CABLE CHGS 11/2-12/1	\$57.55
		11/09/2018	19304	110111161	CABLE CHGS 11/2-12/1	\$18.74
		11/09/2018	19304	110141481	CABLE CHGS 11/2-12/1	\$18.74
		11/09/2018	19304	110212111	CABLE CHGS 11/2-12/1	\$360.00
		11/09/2018	19304	110222211	CABLE CHGS 11/2-12/1	\$74.94
		11/09/2018	19304	110323212	CABLE CHGS 11/2-12/1	\$76.26
		11/09/2018	19304	110404211	CABLE 11/2-12/1 40955	\$123.05
		11/09/2018	19304	110404311	CABLE CHGS 11/2-12/1	\$18.71
		11/09/2018	19304	110404521	CABLE 11/2-12/1 15759	\$25.62
		11/09/2018	19304	420515131	CABLE 11/2-12/1 20981	\$113.78
		11/09/2018	19304	420515131	CABLE 11/2-12/1 49861	\$88.91
		11/09/2018	19304	490515151	CABLE CHGS 11/2-12/1	\$18.71
TIME WARNER CABLE					Total Check Amount:	\$1,023.79
179255	UNICORN METALS	11/09/2018	17181	480515161	SHEETMETAL/ANGLE IRON	\$175.37
UNICORN METALS					Total Check Amount:	\$175.37
179256	KEVIN WEED	11/09/2018	25941	110404421	BAGPIPE:VETS DAY 2018	\$200.00
KEVIN WEED					Total Check Amount:	\$200.00
179257	WESTCOAST SHIRTWORKS, INC.	11/09/2018	22572	110515121	PW UNIFORMS	\$238.11
		11/09/2018	22572	110515141	PW UNIFORMS	\$238.11
		11/09/2018	22572	110515144	PW UNIFORMS	\$238.10
		11/09/2018	22572	420515131	PW UNIFORMS	\$238.10
		11/09/2018	22572	430515123	PW UNIFORMS	\$238.10
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$1,190.52
179258	LINDA WRIGHT	11/09/2018	28079	110	MEMBRSHPP CANCELLATION	\$100.50
LINDA WRIGHT					Total Check Amount:	\$100.50

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179259	KAREEM ZAMARRIPA	11/09/2018	28081	110	REG'N FEE REFUND	\$50.00
KAREEM ZAMARRIPA					Total Check Amount:	\$50.00
					Check Subtotal	\$390,729.08
V30382	ADAMSON POLICE PRODUCTS	11/09/2018	4023	110212131	PD VEST	\$592.63
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$592.63
V30383	AFLAC-ACCOUNT #EZA73	11/09/2018	22923	110	ACC/CANCER INS SEP18	\$5,553.42
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$5,553.42
V30384	AVCOGAS PROPANE SALES & SERVICES	11/09/2018	22047	480515161	LIQUID PETROLEUM GAS	\$1,443.15
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,443.15
V30385	BEST LAWN MOWER SERVICE	11/09/2018	16230	480515161	CHAIN SAW BLADES	\$41.03
		11/09/2018	16230	480515161	HEDG TRMR CUTTER ASSY	\$266.27
BEST LAWN MOWER SERVICE					Total Check Amount:	\$307.30
V30386	BOTACH TACTICAL	11/09/2018	5214	110212131	LITHIUM BATTERIES	\$603.18
BOTACH TACTICAL					Total Check Amount:	\$603.18
V30387	BROWN MOTOR WORKS, INC	11/09/2018	19934	480515161	AGM BATTERY	\$171.38
BROWN MOTOR WORKS, INC					Total Check Amount:	\$171.38
V30388	BROWNSTEIN HYATT FARBER SCHRECK LLP	11/09/2018	26566	420141421	PROF SVCS THRU 9/2018	\$140.94
BROWNSTEIN HYATT FARBER SCHRECK LLP					Total Check Amount:	\$140.94
V30389	BYRNE SOFTWARE TECHNOLOGIES, INC.	11/09/2018	27471	110323241	ACCELA IMPL 8/11-8/17	\$220.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$220.00
V30390	CALOLYMPIC SAFETY	11/09/2018	3135	480515161	NITRILE & LATEX GLOVES	\$248.00
CALOLYMPIC SAFETY					Total Check Amount:	\$248.00
V30391	CANNINGS ACE HARDWARE	11/09/2018	15828	480515161	SHOP SUPPLIES	\$77.91
CANNINGS ACE HARDWARE					Total Check Amount:	\$77.91
V30392	CAROLLO ENGINEERS, INC.	11/09/2018	26313	420515131	FEASBLTY STUDY REPORT	\$542.38
CAROLLO ENGINEERS, INC.					Total Check Amount:	\$542.38
V30393	COLONIAL LIFE PROCESSING CENTER	11/09/2018	26071	110	E4504064 CRIT ILL OCT	\$179.38
		11/09/2018	26071	110	E4504064 ST DISAB OCT	\$1,223.42
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$1,402.80
V30394	CORE & MAIN LP	11/09/2018	27049	420515131	WATER METER+ENCODER	\$3,811.67
CORE & MAIN LP					Total Check Amount:	\$3,811.67
V30395	DE LAGE LANDEN FINANCIAL SERVICES	11/09/2018	23311	110141441	DISPATCH 10/15-11/14	\$238.50
		11/09/2018	23311	110141441	SR CENTER 10/15-11/14	\$238.51
		11/09/2018	23311	110141441	STAT#1 10/15-11/14/18	\$88.13
		11/09/2018	23311	110141441	STAT#2 10/15-11/14/18	\$255.06
		11/09/2018	23311	110141441	STAT#4 10/15-11/14/18	\$88.13
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$908.33

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V30396	DELTA DENTAL PLAN OF CALIFORNIA	11/09/2018	3411	110	05-04253 DENTAL NOV18	\$16,964.31
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$16,964.31
V30397	DENNIS GRUBB & ASSOCIATES, LLC.	11/09/2018	25568	110000000	PLAN CHECK	\$399.50
		11/09/2018	25568	110000000	PLAN CHECK REVISION	\$141.00
DENNIS GRUBB & ASSOCIATES, LLC.					Total Check Amount:	\$540.50
V30398	DUALGRAPHICS	11/09/2018	14494	110111151	BL ROUTE SLPS:NOV/DEC	\$271.46
		11/09/2018	14494	110111151	NOV/DEC 2018 BREALINE	\$6,852.16
DUALGRAPHICS					Total Check Amount:	\$7,123.62
V30399	EQUIPMENT DIRECT INC	11/09/2018	4522	480515161	GLOVES/SAFETY GLASSES	\$123.21
EQUIPMENT DIRECT INC					Total Check Amount:	\$123.21
V30400	FACTORY MOTOR PARTS COMPANY	11/09/2018	3504	480515161	FUEL INJECTOR	\$202.39
		11/09/2018	3504	480515161	SPARK PLUGS/ WIRE SET KIT	\$60.32
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$262.71
V30401	FERGUSON ENTERPRISES, INC. #3325	11/09/2018	10339	420515131	PROBE	\$454.76
FERGUSON ENTERPRISES, INC. #3325					Total Check Amount:	\$454.76
V30402	FIDELITY SECURITY LIFE INSURANCE	11/09/2018	23035	110	9827288 VISION NOV 18	\$2,516.58
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,516.58
V30403	FLEET SERVICES	11/09/2018	5658	480515161	AIR BRAKE SYSTM DRYER	\$164.34
FLEET SERVICES					Total Check Amount:	\$164.34
V30404	FUSCOE ENGINEERING, INC.	11/09/2018	18052	110000000	PROF SVCS AUG 2018	\$270.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$270.00
V30405	HAAKER EQUIPMENT CO.	11/09/2018	4297	480515161	27010 SCRUBBER REPAIR	\$1,442.03
HAAKER EQUIPMENT CO.					Total Check Amount:	\$1,442.03
V30406	CHRISTOPHER HADDAD	11/09/2018	15668	110212111	TRAINING MILEAGE	\$46.38
CHRISTOPHER HADDAD					Total Check Amount:	\$46.38
V30407	JAMES LEE HOWE	11/09/2018	5953	110404145	ADULT/JR GOLF CLASSES	\$100.00
JAMES LEE HOWE					Total Check Amount:	\$100.00
V30408	INK LINK INC	11/09/2018	22423	110111151	8 FT TABLE DISPLAYS	\$553.84
INK LINK INC					Total Check Amount:	\$553.84
V30409	IPARQ	11/09/2018	21583	110323241	ANNUAL/MNTHLY PERMITS	\$148.50
		11/09/2018	21583	110323241	ANNUAL/MO PERMITS S&H	\$8.17
		11/09/2018	21583	110323241	PERMIT FEES SEPT 2018	\$376.45
IPARQ					Total Check Amount:	\$533.12
V30410	JACKSON'S AUTO SUPPLY	11/09/2018	1143	480515161	AUTO SUPPLIES SEPT18	\$2,198.20
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$2,198.20
V30411	JUNIOR'S GOLF CARTS, INC.	11/09/2018	26482	110000000	ALARM PRMT FEE REFUND	\$30.00
JUNIOR'S GOLF CARTS, INC.					Total Check Amount:	\$30.00
V30412	LEHR	11/09/2018	26035	480515161	AMBER LED LIGHTS	\$328.47

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30412	LEHR	11/09/2018	26035	480515161	LIGHT BAR SAFE STOP	\$502.49
LEHR					Total Check Amount:	\$830.96
V30413	LIEBERT CASSIDY WHITMORE	11/09/2018	2489	470141483	PROF SVCS THRU 9/30	\$679.80
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$679.80
V30414	THE LIGHTHOUSE	11/09/2018	8787	480515161	CREDIT:LED LIGHTS	(\$153.01)
		11/09/2018	8787	480515161	LED BEACON LIGHTS	\$163.55
		11/09/2018	8787	480515161	LED BEACON ROOF LGHTS	\$730.55
THE LIGHTHOUSE					Total Check Amount:	\$741.09
V30415	LINCOLN AQUATICS	11/09/2018	17902	110404422	CREDIT:INV #SI320458	(\$296.85)
		11/09/2018	17902	420515131	CHEMICALS	\$451.90
LINCOLN AQUATICS					Total Check Amount:	\$155.05
V30416	LINEGEAR	11/09/2018	23894	110222221	BOOTS	\$536.60
LINEGEAR					Total Check Amount:	\$536.60
V30417	MAR-CO EQUIPMENT COMPANY	11/09/2018	20329	480515161	SWPR BR DISC/NUTCOVRS	\$519.36
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$519.36
V30418	NTH GENERATION COMPUTING, INC.	11/09/2018	21379	475141471	ANTIVIRUS SOFTWARE	\$9,790.00
NTH GENERATION COMPUTING, INC.					Total Check Amount:	\$9,790.00
V30419	ORVAC ELECTRONICS	11/09/2018	3614	480515161	SHOP SUPPLIES	\$65.51
ORVAC ELECTRONICS					Total Check Amount:	\$65.51
V30420	PACIFIC TELEMAGEMENT SERVICES	11/09/2018	19696	475141471	7147920398 NOV 2018	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V30421	PLACEWORKS, INC.	11/09/2018	26720	110000000	PROF SVCS SEPT 2018	\$22,881.62
PLACEWORKS, INC.					Total Check Amount:	\$22,881.62
V30422	RICHARDS, WATSON & GERSHON	11/09/2018	8978	110000000	0116 REIMB WORK SEP18	\$2,694.50
		11/09/2018	8978	510707251	0145 57/LAMBERT SEP18	\$5,324.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$8,018.50
V30423	ALFRED RODRIGUEZ	11/09/2018	27489	110212111	TRAINING MILEAGE	\$15.86
ALFRED RODRIGUEZ					Total Check Amount:	\$15.86
V30424	ROTH STAFFING COMPANIES LP	11/09/2018	27579	110141431	TEMP STAFF 10/1-10/7	\$979.90
		11/09/2018	27579	420141431	TEMP STAFF 10/1-10/7	\$293.97
		11/09/2018	27579	430141431	TEMP STAFF 10/1-10/7	\$293.97
		11/09/2018	27579	630141432	TEMP STAFF 10/1-10/7	\$391.96
ROTH STAFFING COMPANIES LP					Total Check Amount:	\$1,959.80
V30425	RUSSELL SIGLER INC.	11/09/2018	21638	490515151	GAS REPAIR @ SR CTR	\$51.68
		11/09/2018	21638	490515151	HVAC PARTS @ BCC	\$38.43
RUSSELL SIGLER INC.					Total Check Amount:	\$90.11
V30426	MARY M. SAMBRANO	11/09/2018	28001	110404521	ZUMBA GOLD SR CTR	\$150.00
MARY M. SAMBRANO					Total Check Amount:	\$150.00
V30427	SNAP-ON INDUSTRIAL	11/09/2018	17125	480515161	MECHANIC'S TOOL	\$28.08

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SNAP-ON INDUSTRIAL					Total Check Amount:	\$28.08
V30428	SO CALIFORNIA ACADEMY OF MUSIC	11/09/2018	19969	110404214	MUSIC/PIANO CLASSES	\$464.50
SO CALIFORNIA ACADEMY OF MUSIC					Total Check Amount:	\$464.50
V30429	WHITNEY SOLENBERGER	11/09/2018	26744	110404215	YOGA BECKMAN	\$72.00
WHITNEY SOLENBERGER					Total Check Amount:	\$72.00
V30430	SPECTRUM GAS PRODUCTS, INC.	11/09/2018	16060	174222222	HYDROTEST SCBA C/O	\$18.00
		11/09/2018	16060	174222222	OXYGEN	\$34.00
		11/09/2018	16060	174222222	OXYGEN + CYLINDER	\$1,145.02
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$1,197.02
V30431	STAGELIGHT FAMILY PRODUCTIONS	11/09/2018	7825	110404542	BYT SEUSSICAL 2018 #1	\$20,772.50
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$20,772.50
V30432	STAPLES TECHNOLOGY SOLUTIONS	11/09/2018	22888	110222211	TONER	\$124.88
		11/09/2018	22888	110404311	TONER	\$120.07
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$244.95
V30433	SUNSET SIGNS AND PRINTING, INC.	11/09/2018	27244	110212131	NAME PLATE INSERTS	\$38.79
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$38.79
V30434	TECHNICOLOR PRINTING	11/09/2018	24354	110404424	ADULT SPORTS SHIRTS	\$359.12
		11/09/2018	24354	110404424	SPORTS SHIRTS	\$986.75
TECHNICOLOR PRINTING					Total Check Amount:	\$1,345.87
V30435	TRINITY SOUND COMPANY	11/09/2018	11364	110404420	SOUND:VETERANS DAY	\$1,310.00
TRINITY SOUND COMPANY					Total Check Amount:	\$1,310.00
V30436	TURBO DATA SYSTEMS, INC.	11/09/2018	1472	110212122	CITATION PROC SEPT18	\$2,011.09
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$2,011.09
V30437	UNITED ROTARY BRUSH CORPORATION	11/09/2018	16649	480515161	SWEEPER BROOMS (4)	\$471.38
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$471.38
V30438	VAVRINEK, TRINE, DAY & CO., LLP	11/09/2018	27146	950000000	ILJAOC INTERIM AUDIT	\$3,000.00
VAVRINEK, TRINE, DAY & CO., LLP					Total Check Amount:	\$3,000.00
V30439	WALTERS WHOLESALE ELECTRIC	11/09/2018	1667	110515141	ELECTRICAL WIRES	\$357.55
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$357.55
V30440	WARD DIESEL FILTER	11/09/2018	14186	480	NOSMOKE REGENRTD FLTR	(\$22.86)
		11/09/2018	14186	480515161	NOSMOKE REGENRTD FLTR	\$362.86
WARD DIESEL FILTER					Total Check Amount:	\$340.00
V30441	LINDA WATSON	11/09/2018	11871	110404521	SR CTR YOGA	\$25.00
LINDA WATSON					Total Check Amount:	\$25.00
V30442	WEST-LITE SUPPLY CO., INC.	11/09/2018	5192	490515151	LIGHTING	\$240.45
WEST-LITE SUPPLY CO., INC.					Total Check Amount:	\$240.45
V30443	WILLDAN ENGINEERING	11/09/2018	12445	890141431	2018/19 CFD ADMIN	\$2,724.98
WILLDAN ENGINEERING					Total Check Amount:	\$2,724.98

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30444	SUNG YANG	11/09/2018	18036	110404145	KIDS' TAE KWON DO	\$25.00
SUNG YANG					Total Check Amount:	\$25.00
V30445	ZOLL MEDICAL CORPORATION	11/09/2018	23538	174222222	E SERIES PREV MAINT	\$1,150.00
		11/09/2018	23538	174222222	E SERIES WARRANTY	\$5,438.75
ZOLL MEDICAL CORPORATION					Total Check Amount:	\$6,588.75
Voucher Subtotal						\$137,113.86
TOTAL						\$527,842.94

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179261	AMERICAN LEAK DETECTION	11/16/2018	28028	110515125	INSP:DT FOUNTAINS	\$400.00
AMERICAN LEAK DETECTION					Total Check Amount:	\$400.00
179262	CALIFORNIA NEWSPAPER PARTNERSHIP	11/16/2018	26287	110111161	LEGAL NOTICES SEPT18	\$225.00
		11/16/2018	26287	110323231	LEGAL NOTICES SEPT18	\$207.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$432.00
179263	CINTAS	11/16/2018	24347	110404542	THTR FRSTAIID SUPPLIES	\$42.25
CINTAS					Total Check Amount:	\$42.25
179264	CITY OF BREA	11/16/2018	13577	950000000	ILJAOC 1819 FIN SVCS	\$54,587.00
CITY OF BREA					Total Check Amount:	\$54,587.00
179265	COUNTY OF ORANGE	11/16/2018	4799	110212131	ANIMAL CARE JUL-SEP18	\$52,451.72
COUNTY OF ORANGE					Total Check Amount:	\$52,451.72
179266	COURTNEY DANIELS	11/16/2018	28094	110404421	PRFORMR:VETS DAY 2018	\$500.00
COURTNEY DANIELS					Total Check Amount:	\$500.00
179267	DEPARTMENT OF TRANSPORTATION	11/16/2018	13722	110515121	SGNL/LGHTNG JUL-DEC18	\$14,028.20
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$14,028.20
179268	SOUTHERN CALIFORNIA EDISON	11/16/2018	3343	110515121	ELECTRICITY	\$1,151.06
		11/16/2018	3343	110515125	ELECTRICITY	\$101.27
		11/16/2018	3343	110515141	ELECTRICITY	\$2,576.94
		11/16/2018	3343	110515143	ELECTRICITY	\$849.27
		11/16/2018	3343	110515144	ELECTRICITY	\$1,512.10
		11/16/2018	3343	360515145	ELECTRICITY	\$839.83
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$7,030.47
179269	FRANCHISE TAX BOARD	11/16/2018	13287	110	CD912245780 110918 PR	\$202.16
FRANCHISE TAX BOARD					Total Check Amount:	\$202.16
179270	LAW OFFICES OF JONES & MAYER	11/16/2018	12144	110111112	LEGAL:CODE ENF AUG18	\$1,208.73
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,208.73
179271	JENNIFER DIANE SIGLIN	11/16/2018	17663	110404215	BURN THE BIRD DESIGN	\$120.00
JENNIFER DIANE SIGLIN					Total Check Amount:	\$120.00
179272	SPARKLETTS	11/16/2018	3001	110111161	092718 COUNCL MTG WTR	\$29.46
		11/16/2018	3001	110111161	102718 COUNCL MTG WTR	\$20.76
SPARKLETTS					Total Check Amount:	\$50.22
179273	MICHAEL D. THIELEN	11/16/2018	26858	110000000	CITAION REFUND	\$28.00
MICHAEL D. THIELEN					Total Check Amount:	\$28.00
Check Subtotal						\$131,080.75
V30446	ADMINISTRATIVE & PROF	11/16/2018	3344	110	DED:4010 APEA MEMBR	\$504.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$504.00
V30447	JUDY ALLEN	11/16/2018	20447	110404215	CLASS INSTRUCTOR BCC	\$327.00
JUDY ALLEN					Total Check Amount:	\$327.00

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V30448	AVCOGAS PROPANE SALES & SERVICES	11/16/2018	22047	480515161	PROPANE FUEL 520 GAL	\$1,328.72
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,328.72
V30449	BEN'S ASPHALT, INC..	11/16/2018	1808	510707219	SPEED HUMP:JASMINE DR	\$5,922.17
BEN'S ASPHALT, INC..					Total Check Amount:	\$5,922.17
V30450	JANET BIRCH	11/16/2018	25982	110404215	CLASS INSTRUCTOR BCC	\$92.00
		11/16/2018	25982	110404521	CLASS INSTR SR CTR	\$100.00
JANET BIRCH					Total Check Amount:	\$192.00
V30451	CHRISTINE BOATNER	11/16/2018	18460	110404215	BECKMAN ADMIN	\$161.50
		11/16/2018	18460	110404215	BECKMAN FITNESS	\$26.00
		11/16/2018	18460	110404215	CLASS INSTRUCTOR BCC	\$140.00
CHRISTINE BOATNER					Total Check Amount:	\$327.50
V30452	BPSEA MEMORIAL FOUNDATION	11/16/2018	14990	110	DED:4050 MEMORIAL	\$226.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$226.00
V30453	BREA CITY EMPLOYEES ASSOCIATION	11/16/2018	3236	110	DED:4005 BCEA MEMBR	\$590.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$590.00
V30454	BREA DISPOSAL, INC	11/16/2018	3330	440515122	REFUSE COLLECTION-OCT	\$150,823.24
BREA DISPOSAL, INC					Total Check Amount:	\$150,823.24
V30455	BREA FIREFIGHTERS ASSOCIATION	11/16/2018	3237	110	DED:4016 ASSOC MEMB	\$2,453.00
		11/16/2018	3237	110	DED:4017 BFA WNIC	\$134.47
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,587.47
V30456	BREA POLICE ASSOCIATION	11/16/2018	3769	110	DED:4030 BPA REG	\$3,461.18
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,461.18
V30457	BREA POLICE ATHLETIC LEAGUE	11/16/2018	1068	110	DED:5010 B.P.A.L.	\$100.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$100.00
V30458	BREA POLICE MANAGEMENT ASSOCIATION	11/16/2018	21189	110	DED:4019 LDF MEMBRS	\$13.00
		11/16/2018	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$240.50
V30459	SHANNON BUCKELS	11/16/2018	12046	110212111	TRAINING MILEAGE	\$30.08
SHANNON BUCKELS					Total Check Amount:	\$30.08
V30460	CALIFORNIA DOMESTIC WATER CO	11/16/2018	3388	420515131	WTR CONSUMPTION OCT18	\$345,836.30
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$345,836.30
V30461	ARLINDA CANTU	11/16/2018	26312	110404215	BECKMAN FITNESS	\$100.00
		11/16/2018	26312	110404215	CLASS INSTRUCTOR BCC	\$100.00
		11/16/2018	26312	110404215	PERSONAL TRAINER BCC	\$1,339.40
ARLINDA CANTU					Total Check Amount:	\$1,539.40
V30462	ANDREW CATOR	11/16/2018	6646	460141474	OCTOBER 2018 MILEAGE	\$229.45
ANDREW CATOR					Total Check Amount:	\$229.45
V30463	RYAN COOPER	11/16/2018	25532	110212111	TRAINING	\$106.40
RYAN COOPER					Total Check Amount:	\$106.40

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V30464	CORE & MAIN LP	11/16/2018	27049	420515131	PLUMBING SUPPLIES	\$258.60
CORE & MAIN LP					Total Check Amount:	\$258.60
V30465	MICHAEL DURALDE	11/16/2018	25228	110404215	BECKMAN FITNESS	\$130.00
		11/16/2018	25228	110404215	CLASS INSTRUCTOR BCC	\$364.00
		11/16/2018	25228	110404215	FIT U:BEGINNERS GUIDE	\$730.20
		11/16/2018	25228	110404215	PERSONAL TRAINER BCC	\$383.61
		11/16/2018	25228	110404215	THE BREA MOVEMENT	\$903.00
MICHAEL DURALDE					Total Check Amount:	\$2,510.81
V30466	MYRA DUVALL	11/16/2018	18083	110404215	CLASS INSTRUCTOR BCC	\$200.00
MYRA DUVALL					Total Check Amount:	\$200.00
V30467	MELISSA GIFFORD	11/16/2018	10645	110404215	CLASS INSTRUCTOR BCC	\$275.00
MELISSA GIFFORD					Total Check Amount:	\$275.00
V30468	DON GOLDEN	11/16/2018	10729	110000000	INSP SVCS 10/25-11/7	\$9,602.47
		11/16/2018	10729	110000000	INSP SVCS 8/16-8/29	\$48.17
		11/16/2018	10729	110000000	TO CORRECT 8/2918	(\$48.17)
		11/16/2018	10729	110323242	INSP SVCS 10/25-11/7	\$417.50
DON GOLDEN					Total Check Amount:	\$10,019.97
V30469	LUIS FERNANDO HERNANDEZ	11/16/2018	28069	110404215	MASSAGE THERAPIST BCC	\$125.00
LUIS FERNANDO HERNANDEZ					Total Check Amount:	\$125.00
V30470	MONA HERNANDEZ	11/16/2018	23114	110404215	MASSAGE THERAPIST BCC	\$801.00
MONA HERNANDEZ					Total Check Amount:	\$801.00
V30471	JACKSON'S AUTO SUPPLY	11/16/2018	1143	480515161	AUTO SUPPLIES OCT18	\$3,878.22
		11/16/2018	1143	490515151	HVAC BELTS @ CCC	\$39.05
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$3,917.27
V30472	PAMELA JOHNSTON	11/16/2018	28025	110404215	CLASS INSTRUCTOR BCC	\$25.00
PAMELA JOHNSTON					Total Check Amount:	\$25.00
V30473	KAREN KIESS	11/16/2018	21414	110404215	CLASS INSTRUCTOR BCC	\$216.00
KAREN KIESS					Total Check Amount:	\$216.00
V30474	MARSHALL KING	11/16/2018	20807	110404215	PERSONAL TRAINER BCC	\$184.25
MARSHALL KING					Total Check Amount:	\$184.25
V30475	LUCY KRUSE	11/16/2018	16529	110212111	TRAINING EXPENSES	\$127.82
LUCY KRUSE					Total Check Amount:	\$127.82
V30476	DOLLY LAI	11/16/2018	18084	110404215	CLASS INSTRUCTOR BCC	\$210.00
DOLLY LAI					Total Check Amount:	\$210.00
V30477	RENEE F. LAVACOT	11/16/2018	6754	110404215	CLASS INSTRUCTOR BCC	\$325.00
RENEE F. LAVACOT					Total Check Amount:	\$325.00
V30478	MICHELLE LE	11/16/2018	27953	110404215	CLASS INSTRUCTOR BCC	\$125.00
MICHELLE LE					Total Check Amount:	\$125.00
V30479	NATHANAEL LONKY	11/16/2018	27014	110404215	MASSAGE THERAPIST BCC	\$70.00

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NATHANAEL LONKY						Total Check Amount: \$70.00
V30480	TANYA LOSCUTOFF	11/16/2018	22092	110404215	CLASS INSTRUCTOR BCC	\$250.00
		11/16/2018	22092	110404215	PERSONAL TRAINER BCC	\$1,192.88
		11/16/2018	22092	110404215	POWER TRAINING CLUB	\$368.40
TANYA LOSCUTOFF						Total Check Amount: \$1,811.28
V30481	ELIZABETH LUSK	11/16/2018	16911	110212133	TRAINING MILEAGE	\$101.92
ELIZABETH LUSK						Total Check Amount: \$101.92
V30482	STACY MABRY	11/16/2018	7026	110404215	CLASS INSTRUCTOR BCC	\$189.00
STACY MABRY						Total Check Amount: \$189.00
V30483	KRIS MARUMOTO	11/16/2018	17803	110404215	CLASS INSTRUCTOR BCC	\$404.00
KRIS MARUMOTO						Total Check Amount: \$404.00
V30484	ANDREA MCGRANAHAN	11/16/2018	26046	110404215	BECKMAN FITNESS	\$234.00
		11/16/2018	26046	110404215	CLASS INSTRUCTOR BCC	\$756.00
		11/16/2018	26046	110404215	PERSONAL TRAINER BCC	\$155.30
ANDREA MCGRANAHAN						Total Check Amount: \$1,145.30
V30485	NOAH MCGRANAHAN	11/16/2018	27906	110404215	BECKMAN FITNESS	\$24.00
NOAH MCGRANAHAN						Total Check Amount: \$24.00
V30486	TIMOTHY MERCADO	11/16/2018	7047	110212131	POST MGMT MODULE C	\$178.00
TIMOTHY MERCADO						Total Check Amount: \$178.00
V30487	NATASHA MOORE	11/16/2018	10711	110404215	CLASS INSTRUCTOR BCC	\$240.00
NATASHA MOORE						Total Check Amount: \$240.00
V30488	ANTHONY NGUYEN	11/16/2018	25978	110212111	TRAINING MILEAGE	\$111.55
ANTHONY NGUYEN						Total Check Amount: \$111.55
V30489	ORANGE COUNTY UNITED WAY	11/16/2018	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY						Total Check Amount: \$12.40
V30490	SHAUN OSHANN	11/16/2018	25949	460141474	OCTOBER 2018 MILEAGE	\$476.11
SHAUN OSHANN						Total Check Amount: \$476.11
V30491	PIERRE PASA	11/16/2018	11096	110404215	CLASS INSTRUCTOR BCC	\$310.00
		11/16/2018	11096	110404215	PP SMALL GROUP TRNG	\$597.00
PIERRE PASA						Total Check Amount: \$907.00
V30492	HERMAN PERDOMO JR,	11/16/2018	20265	110404215	CLASS INSTRUCTOR BCC	\$65.00
HERMAN PERDOMO JR,						Total Check Amount: \$65.00
V30493	IRACEMA PERDOMO	11/16/2018	14135	110404215	CLASS INSTRUCTOR BCC	\$75.00
IRACEMA PERDOMO						Total Check Amount: \$75.00
V30494	BRIANA PERLSON	11/16/2018	28024	110404215	CLASS INSTRUCTOR BCC	\$46.00
BRIANA PERLSON						Total Check Amount: \$46.00
V30495	KEVIN REBHAN	11/16/2018	27350	110404215	BECKMAN ADMIN	\$629.00
		11/16/2018	27350	110404215	BECKMAN FITNESS	\$300.00
		11/16/2018	27350	110404215	CLASS INSTRUCTOR BCC	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30495	KEVIN REBHAN	11/16/2018	27350	110404215	PERSONAL TRAINER BCC	\$395.18
KEVIN REBHAN						Total Check Amount: \$1,374.18
V30496	RICHARDS, WATSON & GERSHON	11/16/2018	8978	510707251	0145 57/LAMBERT AUG18	\$2,365.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$2,365.00
V30497	BRANDICE ROGERS	11/16/2018	26780	110404215	CLASS INSTRUCTOR BCC	\$125.00
BRANDICE ROGERS						Total Check Amount: \$125.00
V30498	RUBILENA ROJAS	11/16/2018	27996	110404215	BECKMAN FITNESS	\$130.00
		11/16/2018	27996	110404215	CLASS INSTRUCTOR BCC	\$75.00
RUBILENA ROJAS						Total Check Amount: \$205.00
V30499	ROTH STAFFING COMPANIES LP	11/16/2018	27579	110141431	TEMP STAFF 10/14	\$144.00
		11/16/2018	27579	110141431	TEMP STAFF 10/15-21	\$979.90
		11/16/2018	27579	110141431	TEMP STAFF 10/22-28	\$1,264.85
		11/16/2018	27579	110141431	TEMP STAFF 10/8-10/13	\$956.30
		11/16/2018	27579	420141431	TEMP STAFF 10/14	\$43.20
		11/16/2018	27579	420141431	TEMP STAFF 10/15-21	\$293.97
		11/16/2018	27579	420141431	TEMP STAFF 10/22-28	\$379.46
		11/16/2018	27579	420141431	TEMP STAFF 10/8-10/13	\$286.89
		11/16/2018	27579	430141431	TEMP STAFF 10/14	\$43.20
		11/16/2018	27579	430141431	TEMP STAFF 10/15-21	\$293.97
		11/16/2018	27579	430141431	TEMP STAFF 10/22-28	\$379.46
		11/16/2018	27579	430141431	TEMP STAFF 10/8-10/13	\$286.89
		11/16/2018	27579	630141432	TEMP STAFF 10/14	\$57.60
		11/16/2018	27579	630141432	TEMP STAFF 10/15-21	\$391.96
		11/16/2018	27579	630141432	TEMP STAFF 10/22-28	\$505.93
		11/16/2018	27579	630141432	TEMP STAFF 10/8-10/13	\$382.51
ROTH STAFFING COMPANIES LP						Total Check Amount: \$6,690.09
V30500	SC FUELS	11/16/2018	16654	480515161	REG ETH 4181.1 GAL	\$12,245.81
SC FUELS						Total Check Amount: \$12,245.81
V30501	LAURENE SCHULZE	11/16/2018	18034	110404215	CLASS INSTRUCTOR BCC	\$46.00
LAURENE SCHULZE						Total Check Amount: \$46.00
V30502	ISMAEL O SILVA	11/16/2018	24370	110404215	CLASS INSTRUCTOR BCC	\$420.00
ISMAEL O SILVA						Total Check Amount: \$420.00
V30503	SITEONE LANDSCAPE SUPPLY, LLC	11/16/2018	25942	110515141	IRRIGATION PARTS	\$1,059.18
		11/16/2018	25942	110515143	IRRIGATION PARTS	\$106.88
		11/16/2018	25942	110515144	IRRIG PARTS/TRASHERS	\$54.66
		11/16/2018	25942	360515145	IRRIG PARTS/TRASHERS	\$29.01
		11/16/2018	25942	360515145	STAKES/PARTS/TOOLS	\$109.72
SITEONE LANDSCAPE SUPPLY, LLC						Total Check Amount: \$1,359.45
V30504	TOTAL ADMINISTRATIVE SERVICE	11/16/2018	26017	110	DED:808B FSA DEPCAR	\$2,125.48

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V30504	CORP.	11/16/2018	26017	110	DED:808C FSA UR MED	\$4,578.45
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,703.93
V30505	TROPICAL PLAZA NURSERY, INC	11/16/2018	2062	341515112	IRRIGATION REPAIRS	\$240.35
		11/16/2018	2062	345515112	IRRIGATION REPAIRS	\$717.91
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$958.26
V30506	LETICIA TRUJILLO	11/16/2018	22054	110404215	CLASS INSTRUCTOR BCC	\$48.00
LETICIA TRUJILLO					Total Check Amount:	\$48.00
V30507	EDEN TURNER	11/16/2018	21951	110404215	CLASS INSTRUCTOR BCC	\$240.00
EDEN TURNER					Total Check Amount:	\$240.00
V30508	US BANK XX0338 CITY MGR	11/16/2018	24704	110	CAL CARDS MS 102218	(\$6.20)
		11/16/2018	24704	110111111	CAL CARDS MS 102218	\$2,599.23
		11/16/2018	24704	110111143	CAL CARDS MS 102218	\$2,081.10
		11/16/2018	24704	110111145	CAL CARDS MS 102218	\$382.00
		11/16/2018	24704	480515161	CAL CARDS MS 102218	\$108.87
US BANK XX0338 CITY MGR					Total Check Amount:	\$5,165.00
V30509	US BANK XX0312 HR	11/16/2018	24776	110	CALCARDS HR 102218	(\$2.17)
		11/16/2018	24776	110141481	CAL CARDS HR 102218	\$1,991.90
		11/16/2018	24776	110141481	CALCARDS HR 102218	(\$750.00)
		11/16/2018	24776	470141483	CAL CARDS HR 102218	\$150.00
US BANK XX0312 HR					Total Check Amount:	\$1,389.73
V30512	US BANK XX0593 COMM SVC	11/16/2018	24777	110	CALCARD-CP-102218	\$646.08
		11/16/2018	24777	110	CALCARD-JC-102218	\$64.51
		11/16/2018	24777	110	CALCARD-JM-102218	\$17.94
		11/16/2018	24777	110	CALCARD-KS-102218	\$29.28
		11/16/2018	24777	110	CALCARDS CS 102218	(\$308.39)
		11/16/2018	24777	110404211	CALCARD-AC-102218	\$155.89
		11/16/2018	24777	110404211	CALCARD-NA-102218	\$12.57
		11/16/2018	24777	110404211	CALCARD-RF-102218	\$327.02
		11/16/2018	24777	110404215	CALCARD-AC-102218	\$17.24
		11/16/2018	24777	110404215	CALCARD-CC-102218	\$1,232.84
		11/16/2018	24777	110404215	CALCARD-DA-102218	\$1,520.32
		11/16/2018	24777	110404215	CALCARD-JS-102218	\$939.75
		11/16/2018	24777	110404217	CALCARD-VU-102218	\$6.22
		11/16/2018	24777	110404224	CALCARD-MM-102218	\$72.87
		11/16/2018	24777	110404224	CALCARD-SS-102218	\$34.79
		11/16/2018	24777	110404311	CALCARD-CH-102218	\$445.00
		11/16/2018	24777	110404311	CALCARD-JC-102218	\$858.39
		11/16/2018	24777	110404311	CALCARD-JM-102218	\$1,089.48

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30512	US BANK XX0593 COMM SVC	11/16/2018	24777	110404311	CALCARD-KK-102218	\$355.00
		11/16/2018	24777	110404311	CALCARD-RF-102218	\$276.11
		11/16/2018	24777	110404311	CALCARD-SM-102218	\$445.00
		11/16/2018	24777	110404420	CALCARD-AC-102218	\$1,238.04
		11/16/2018	24777	110404420	CALCARD-GA-102218	\$430.87
		11/16/2018	24777	110404420	CALCARD-TN-102218	\$54.95
		11/16/2018	24777	110404420	CALCARD-VU-102218	\$11.99
		11/16/2018	24777	110404424	CALCARD-GA-102218	\$51.10
		11/16/2018	24777	110404425	CALCARD-SS-102218	\$287.42
		11/16/2018	24777	110404429	CALCARD-VU-102218	\$278.42
		11/16/2018	24777	110404521	CALCARD-FL-102218	\$1,488.71
		11/16/2018	24777	110404521	CALCARD-NG-102218	\$83.02
		11/16/2018	24777	110404521	CALCARD-SK-102218	\$684.16
		11/16/2018	24777	110404521	CALCARD-TT-102218	\$1,002.34
		11/16/2018	24777	110404523	CALCARD-CP-102218	\$24.10
		11/16/2018	24777	110404523	CALCARD-SS-102218	\$223.92
		11/16/2018	24777	110404541	CALCARD-AF-102218	\$118.97
		11/16/2018	24777	110404541	CALCARD-HB-102218	\$959.40
		11/16/2018	24777	110404542	CALCARD-EF-102218	\$1,222.73
		11/16/2018	24777	110404542	CALCARD-HG-102218	\$898.70
		11/16/2018	24777	110404542	CALCARD-KK-102218	\$1,503.60
		11/16/2018	24777	110404542	CALCARD-NY-102218	\$983.06
		11/16/2018	24777	110404543	CALCARD-CH-102218	\$300.00
		11/16/2018	24777	110404543	CALCARD-JM-102218	\$459.81
		11/16/2018	24777	181404250	CALCARD-CP-102218	\$280.05
US BANK XX0593 COMM SVC					Total Check Amount:	\$20,823.27
V30513	US BANK XX0502 COMM & MKTG	11/16/2018	24778	110	CAL CARDS COMM 102218	\$135.83
		11/16/2018	24778	110111151	CAL CARDS COMM 102218	\$102.73
		11/16/2018	24778	110111152	CAL CARDS COMM 102218	\$237.28
		11/16/2018	24778	110141431	CAL CARDS COMM 102218	\$70.03
		11/16/2018	24778	110404311	CAL CARDS COMM 102218	\$177.90
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$723.77
V30514	US BANK XX0353 COMM DEV	11/16/2018	24779	110	CALCARDS CD/PL 102218	(\$4.84)
		11/16/2018	24779	110111111	CALCARDS CD/PL 102218	\$433.76
		11/16/2018	24779	110323212	CALCARDS CD/PL 102218	\$1,292.94
		11/16/2018	24779	110323214	CALCARDS CD/PL 102218	\$12.95
		11/16/2018	24779	110323231	CALCARDS CD/PL 102218	\$2,980.00
US BANK XX0353 COMM DEV					Total Check Amount:	\$4,714.81

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30515	US BANK XX0270 ADMIN SVCS	11/16/2018	24781	110	CALCARDS CC 102218	\$49.82
		11/16/2018	24781	110	CALCARDS FIN 102218	\$125.51
		11/16/2018	24781	110111111	CALCARDS FIN 102218	\$31.86
		11/16/2018	24781	110111161	CALCARDS CC 102218	\$381.53
		11/16/2018	24781	110141411	CALCARDS FIN 102218	\$417.63
		11/16/2018	24781	110141431	CALCARDS FIN 102218	\$854.82
		11/16/2018	24781	110141441	CALCARDS FIN 102218	\$245.94
		11/16/2018	24781	490515151	CALCARDS FIN 102218	\$5,555.12
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$7,662.23
V30516	US BANK XX0650 FIRE	11/16/2018	24782	110	CAL CARD	\$103.34
		11/16/2018	24782	110222211	CAL CARD	\$831.54
		11/16/2018	24782	110222211	CAL CARDS FIRE 102218	\$15.69
		11/16/2018	24782	110222213	CAL CARDS FIRE 102218	\$284.78
		11/16/2018	24782	110222221	CAL CARDS FIRE 102218	\$10,669.71
		11/16/2018	24782	110222223	CAL CARDS FIRE 092418	\$22.54
		11/16/2018	24782	110222223	CAL CARDS FIRE 102218	\$307.32
		11/16/2018	24782	480515161	CAL CARDS FIRE 102218	\$71.57
US BANK XX0650 FIRE					Total Check Amount:	\$12,306.49
V30517	US BANK XX0346 IT	11/16/2018	24783	110111152	CAL CARDS IT 102218	\$1,300.00
		11/16/2018	24783	110141411	CAL CARDS IT 102218	\$204.71
		11/16/2018	24783	110404211	CAL CARDS IT 102218	\$25.00
		11/16/2018	24783	110404213	CAL CARDS IT 102218	\$37.83
		11/16/2018	24783	110404543	CAL CARDS IT 102218	\$79.95
		11/16/2018	24783	110515125	CAL CARDS IT 102218	\$94.38
		11/16/2018	24783	231	CAL CARDS IT 102218	(\$21.77)
		11/16/2018	24783	231212141	CAL CARDS IT 102218	\$336.23
		11/16/2018	24783	280323215	CAL CARDS IT 102218	\$9.95
		11/16/2018	24783	460141474	CAL CARDS IT 102218	\$804.41
		11/16/2018	24783	475	CAL CARDS IT 102218	(\$8.36)
		11/16/2018	24783	475141471	CAL CARDS IT 102218	\$1,232.88
US BANK XX0346 IT					Total Check Amount:	\$4,095.21
V30519	US BANK XX0221 PW	11/16/2018	24784	110141481	PW CALCARDS 102218	\$45.33
		11/16/2018	24784	110404422	PW CALCARDS 102218	\$33.24
		11/16/2018	24784	110515121	PW CALCARDS 102218	\$339.18
		11/16/2018	24784	110515125	PW CALCARDS 102218	\$1,837.46
		11/16/2018	24784	110515141	PW CALCARDS 102218	\$843.90
		11/16/2018	24784	110515143	PW CALCARDS 102218	\$29.67
		11/16/2018	24784	110515144	PW CALCARDS 102218	\$57.85

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30519	US BANK XX0221 PW	11/16/2018	24784	110515148	PW CALCARDS 102218	\$75.04
		11/16/2018	24784	360515145	PW CALCARDS 102218	\$62.26
		11/16/2018	24784	420515131	PW CALCARDS 102218	\$78.73
		11/16/2018	24784	480515161	PW CALCARDS 102218	\$2,006.28
		11/16/2018	24784	490515151	PW CALCARDS 102218	\$1,679.30
US BANK XX0221 PW					Total Check Amount:	\$7,088.24
V30520	US BANK XX0544 POLICE	11/16/2018	24785	110	CALCARDS PD 102218	\$700.65
		11/16/2018	24785	110212111	CAL CARDS PD 102218	\$2,449.22
		11/16/2018	24785	110212121	CAL CARDS PD 102218	\$1,293.51
		11/16/2018	24785	110212121	CALCARDS PD 102218	(\$740.00)
		11/16/2018	24785	110212131	CAL CARDS PD 102218	\$1,250.51
		11/16/2018	24785	110212132	CAL CARDS PD 102218	\$40.00
		11/16/2018	24785	110212133	CAL CARDS PD 102218	\$27.99
		11/16/2018	24785	480515161	CAL CARDS PD 102218	\$839.25
US BANK XX0544 POLICE					Total Check Amount:	\$5,861.13
V30521	US BANK XX3401 PW- ADMIN	11/16/2018	24786	110	CALCARD PW ADM 102218	(\$74.98)
		11/16/2018	24786	110404311	CALCARD PW ADM 102218	\$21.52
		11/16/2018	24786	110515111	CALCARD PW ADM 102218	\$507.01
		11/16/2018	24786	110515171	CALCARD PW ADM 102218	\$529.94
		11/16/2018	24786	410515132	CALCARD PW ADM 102218	\$43.41
		11/16/2018	24786	430515123	CALCARD PW ADM 102218	\$9.69
		11/16/2018	24786	510707251	CALCARD PW ADM 102218	\$402.58
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$1,439.17
V30522	VAVRINEK, TRINE, DAY & CO., LLP	11/16/2018	27146	110141431	16/17 AUDIT:ADDL FEES	\$5,000.00
		11/16/2018	27146	110141431	CAFR INTERM AUDT 1718	\$6,650.00
		11/16/2018	27146	420141431	CAFR INTERM AUDT 1718	\$1,900.00
		11/16/2018	27146	430141431	CAFR INTERM AUDT 1718	\$950.00
		11/16/2018	27146	630323219	S/A INTERM AUDIT 1718	\$1,000.00
VAVRINEK, TRINE, DAY & CO., LLP					Total Check Amount:	\$15,500.00
V30523	JUANA VENTURA	11/16/2018	17752	110404215	CLASS INSTR BECKMAN	\$208.00
		11/16/2018	17752	110404215	CLASS INSTRUCTOR BCC	\$75.00
JUANA VENTURA					Total Check Amount:	\$283.00
V30524	LINDA WATSON	11/16/2018	11871	110404215	CLASS INSTRUCTOR BCC	\$240.00
LINDA WATSON					Total Check Amount:	\$240.00
V30525	KAREN WELCH	11/16/2018	27434	110404215	CLASS INSTR BECKMAN	\$30.00
		11/16/2018	27434	110404215	CLASS INSTRUCTOR BCC	\$150.00
KAREN WELCH					Total Check Amount:	\$180.00
V30526	WEST COAST ARBORISTS. INC.	11/16/2018	1556	110515125	TREE MAINT 10/1-10/15	\$8,009.22

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30526	WEST COAST ARBORISTS, INC.	11/16/2018	1556	110515142	GRID PRUN 10/1-10/15	\$10,638.60
		11/16/2018	1556	110515142	GRID PRUN 9/16-9/30	\$16,145.64
		11/16/2018	1556	110515142	TREE MAINT 10/1-10/15	\$8,431.02
		11/16/2018	1556	345515112	TREE MAINT 10/1-10/15	\$791.20
		11/16/2018	1556	346515112	TREE PLANTING	\$1,005.82
		11/16/2018	1556	880515113	TREE MAINT 10/1-10/15	\$216.54
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$45,238.04
V30527	ELEANOR YBARRA	11/16/2018	27904	110404215	CLASS INSTRUCTOR BCC	\$425.00
ELEANOR YBARRA					Total Check Amount:	\$425.00
V30528	YOUNG REMBRANDTS	11/16/2018	15831	110404214	DRAWING CLASSES	\$360.00
YOUNG REMBRANDTS					Total Check Amount:	\$360.00
Voucher Subtotal						\$705,824.50

TOTAL \$836,905.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179274	ABF PRINTING	11/23/2018	26673	110404420	COB 2018 ORNAMENTS	\$1,135.28
ABF PRINTING						Total Check Amount: \$1,135.28
179275	AFSS - SOUTHERN DIVISION	11/23/2018	11391	110222211	12/2018 QUARTERLY MTG	\$30.00
AFSS - SOUTHERN DIVISION						Total Check Amount: \$30.00
179276	A-LINE INC CRANE RENTAL SERVICES	11/23/2018	24598	110515121	ST LT POLE KNOCK DOWN	\$2,100.00
A-LINE INC CRANE RENTAL SERVICES						Total Check Amount: \$2,100.00
179277	ALL CITY MANAGEMENT SERVICES INC	11/23/2018	6604	110212132	CRSNG GRDS 10/7-10/20	\$3,290.00
ALL CITY MANAGEMENT SERVICES INC						Total Check Amount: \$3,290.00
179278	ANAHEIM ICE MANAGEMENT	11/23/2018	15170	110404145	ICE SKATING CLASSES	\$44.00
ANAHEIM ICE MANAGEMENT						Total Check Amount: \$44.00
179279	BABCOCK LABORATORIES, INC.	11/23/2018	27172	510707932	WATER SAMPLES	\$485.00
BABCOCK LABORATORIES, INC.						Total Check Amount: \$485.00
179280	BARTEL ASSOCIATES, LLC	11/23/2018	18970	110141431	OPEB EVAL AUGUST 2018	\$6,612.00
BARTEL ASSOCIATES, LLC						Total Check Amount: \$6,612.00
179281	BEST LAWN MOWER SERVICE	11/23/2018	16230	480515161	HEDGE TRIMMER BLADES	\$27.06
BEST LAWN MOWER SERVICE						Total Check Amount: \$27.06
179282	BMLA INCORPORATED	11/23/2018	28095	510707936	LANDSCAPE PLANS AUG18	\$850.00
		11/23/2018	28095	510707936	LANDSCAPE PLANS OCT18	\$3,484.01
		11/23/2018	28095	510707936	LANDSCAPE PLANS SEP18	\$3,194.44
BMLA INCORPORATED						Total Check Amount: \$7,528.45
179283	BROWN MOTOR WORKS, INC	11/23/2018	19934	480515161	AGM BATTERY	\$161.38
BROWN MOTOR WORKS, INC						Total Check Amount: \$161.38
179284	BUCKNAM INFRASTRUCTURE GROUP, INC	11/23/2018	23775	110515121	2019 PMP UPDATE	\$6,387.75
BUCKNAM INFRASTRUCTURE GROUP, INC						Total Check Amount: \$6,387.75
179285	BYRNE SOFTWARE TECHNOLOGIES, INC.	11/23/2018	27471	110323241	ACCELA 10/20-10/26	\$220.00
BYRNE SOFTWARE TECHNOLOGIES, INC.						Total Check Amount: \$220.00
179286	CALIF FORENSIC PHLEBOTOMY INC.	11/23/2018	4488	110212131	BLOOD TESTS OCT18	\$2,889.00
CALIF FORENSIC PHLEBOTOMY INC.						Total Check Amount: \$2,889.00
179287	CALIFORNIA RETROFIT, INC	11/23/2018	4447	490515151	LAMPS @ CCC	\$13.73
CALIFORNIA RETROFIT, INC						Total Check Amount: \$13.73
179288	CALIFORNIA RETROFIT, INC	11/23/2018	4447	110515141	WALKWAY LAMPS/BALLAST	\$208.50
CALIFORNIA RETROFIT, INC						Total Check Amount: \$208.50
179289	CANNINGS ACE HARDWARE	11/23/2018	15828	480515161	SHOP SUPPLIES	\$46.52
CANNINGS ACE HARDWARE						Total Check Amount: \$46.52
179290	CARRIER CORPORATION	11/23/2018	20023	490515151	CHILLER SERVICE @ CCC	\$2,777.74
CARRIER CORPORATION						Total Check Amount: \$2,777.74
179291	ANNALYNN CATALASAN	11/23/2018	28083	110	BB PHOTO BOOTH 10/31	\$350.00
ANNALYNN CATALASAN						Total Check Amount: \$350.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179292	CINTAS	11/23/2018	24347	110404211	BCC FIRST AID	\$97.69
CINTAS					Total Check Amount:	\$97.69
179293	CITY OF TUSTIN (OCHRC)	11/23/2018	25961	110141481	OCHRC HOLIDAY LUNCH18	\$60.00
CITY OF TUSTIN (OCHRC)					Total Check Amount:	\$60.00
179294	CLIMATEC LLC	11/23/2018	23618	490515151	HVAC RECOMMISSION	\$1,475.00
CLIMATEC LLC					Total Check Amount:	\$1,475.00
179295	COMLOCK SECURITY-GROUP	11/23/2018	13625	490515151	KEYS & LOCKS	\$204.54
COMLOCK SECURITY-GROUP					Total Check Amount:	\$204.54
179296	COMLOCK SECURITY-GROUP	11/23/2018	13625	490515151	PLUNGE - REKEY	\$869.91
COMLOCK SECURITY-GROUP					Total Check Amount:	\$869.91
179297	COMMUNITY SENIORSERV, INC.	11/23/2018	19191	110404521	18/19 SS CONTRCT/CDBG	\$5,000.00
COMMUNITY SENIORSERV, INC.					Total Check Amount:	\$5,000.00
179298	COUNTY OF ORANGE	11/23/2018	4799	110212122	FINGERPRINT ID NOV18	\$1,783.00
COUNTY OF ORANGE					Total Check Amount:	\$1,783.00
179299	CPSI - PROPERTY SPECIALIST, INC.	11/23/2018	26951	510707251	LAMBERT/57 INTER	\$3,462.50
CPSI - PROPERTY SPECIALIST, INC.					Total Check Amount:	\$3,462.50
179300	CREATE A PARTY RENTALS	11/23/2018	7113	110404420	TABLES/CHAIR VET DAY	\$1,131.76
CREATE A PARTY RENTALS					Total Check Amount:	\$1,131.76
179301	DAVID EVANS AND ASSOCIATES, INC.	11/23/2018	20981	510707873	PLANTNG/IRRIG:TRKS S2	\$1,135.00
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$1,135.00
179302	DOG DEALERS, INC	11/23/2018	3573	110404145	DOG MANNERS CLASS	\$84.00
DOG DEALERS, INC					Total Check Amount:	\$84.00
179303	DUNN'S FENCE CO.	11/23/2018	26148	110515148	TRACKS SEG 3 FENCE	\$2,314.00
DUNN'S FENCE CO.					Total Check Amount:	\$2,314.00
179304	SOUTHERN CALIFORNIA EDISON	11/23/2018	3343	110515121	ELECTRICITY OCT/NOV18	\$1,603.03
		11/23/2018	3343	110515148	ELECTRICITY OCT/NOV18	\$111.48
		11/23/2018	3343	490515151	ELECTRICITY OCT/NOV18	\$23,710.25
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$25,424.76
179305	SOUTHERN CALIFORNIA EDISON	11/23/2018	3343	490515151	ELECTRICITY OCT/NOV18	\$1,650.03
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$1,650.03
179306	EMERGENCY POWER CONTROLS	11/23/2018	12002	181404250	VPS BCC	\$21,617.22
EMERGENCY POWER CONTROLS					Total Check Amount:	\$21,617.22
179307	EMERGENCY POWER CONTROLS	11/23/2018	12002	490515151	VEH CHARGING MOTOR	\$750.00
EMERGENCY POWER CONTROLS					Total Check Amount:	\$750.00
179308	EMERGENCY POWER CONTROLS	11/23/2018	12002	110515125	LOAD TEST @ DTPS1	\$750.00
EMERGENCY POWER CONTROLS					Total Check Amount:	\$750.00
179309	EMERGENCY SERVICE RESTORATION, INC	11/23/2018	19476	490515151	JAIL FLOOD CLEAN UP	\$375.00
EMERGENCY SERVICE RESTORATION, INC					Total Check Amount:	\$375.00
179310	EMPLOYMENT DEVELOPMENT DEPT	11/23/2018	7464	470141483	944-0073-6 UI 093018	\$3,240.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
EMPLOYMENT DEVELOPMENT DEPT					Total Check Amount:	\$3,240.00
179311	EQUIPMENT DIRECT INC	11/23/2018	4522	490515151	1ST AID SUPPLIES @ CCC	\$35.47
EQUIPMENT DIRECT INC					Total Check Amount:	\$35.47
179312	EQUIPMENT DIRECT INC	11/23/2018	4522	110515141	SAFETY VESTS	\$29.24
EQUIPMENT DIRECT INC					Total Check Amount:	\$29.24
179313	GAIL EVERTSEN	11/23/2018	10141	110212111	NOV 2018 MILEAGE	\$14.06
GAIL EVERTSEN					Total Check Amount:	\$14.06
179314	EWING IRRIGATION PRODUCTS, INC.	11/23/2018	5807	110515125	DT IRRIGATION PARTS	\$211.71
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$211.71
179315	EWING IRRIGATION PRODUCTS, INC.	11/23/2018	5807	110515125	DT PLANTER MATERIALS	\$179.22
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$179.22
179316	EWING IRRIGATION PRODUCTS, INC.	11/23/2018	5807	110515144	MOUND CLAY	\$295.45
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$295.45
179317	FIREMASTER	11/23/2018	2398	490515151	FIRE HOOD INSP:SR CTR	\$200.00
FIREMASTER					Total Check Amount:	\$200.00
179318	FRONTIER COMMUNICATIONS	11/23/2018	26183	420515131	5621821220 1028-1127	\$188.97
FRONTIER COMMUNICATIONS					Total Check Amount:	\$188.97
179319	FUN WITH HORSES	11/23/2018	15171	110404145	PRESCH HORSE FUN	\$85.00
FUN WITH HORSES					Total Check Amount:	\$85.00
179320	FUSCOE ENGINEERING, INC.	11/23/2018	18052	410515132	NPDES SERVICES	\$5,533.25
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$5,533.25
179321	THE GARLAND COMPANY	11/23/2018	18924	510707942	ROOF PLANS @ FS3	\$1,856.25
THE GARLAND COMPANY					Total Check Amount:	\$1,856.25
179322	THE GAS COMPANY	11/23/2018	3749	490515151	OCT/NOV2018	\$1,543.63
THE GAS COMPANY					Total Check Amount:	\$1,543.63
179323	GATEWAY AUTO SPA	11/23/2018	19220	480515161	CARWASH TICKETS (300)	\$3,000.00
GATEWAY AUTO SPA					Total Check Amount:	\$3,000.00
179324	GLASBY MAINTENANCE SUPPLY CO	11/23/2018	6802	490515151	SOAP DISPENSERS:SR CTR	\$45.04
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$45.04
179325	GRAINGER	11/23/2018	13634	110212131	BATTERY	\$30.25
GRAINGER					Total Check Amount:	\$30.25
179326	GREENBELT GROWERS, INC.	11/23/2018	27171	110515143	PLANTS	\$590.28
GREENBELT GROWERS, INC.					Total Check Amount:	\$590.28
179327	GREENBELT GROWERS, INC.	11/23/2018	27171	360515145	PLANTS/TREES	\$768.07
GREENBELT GROWERS, INC.					Total Check Amount:	\$768.07
179328	HANNA, BROPHY, MACLEAN, MCALEER & J	11/23/2018	25979	470141483	PROF SVCS SEPT 2018	\$260.00
HANNA, BROPHY, MACLEAN, MCALEER & J					Total Check Amount:	\$260.00
179329	DYLAN HARRIS	11/23/2018	28097	110212111	TRAINING EXPENSES	\$64.13
DYLAN HARRIS					Total Check Amount:	\$64.13

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179330	HI SIGN	11/23/2018	4693	490515151	PARKING SIGN @ CCC	\$140.08
HI SIGN						Total Check Amount: \$140.08
179331	HITECH SOFTWARE INC	11/23/2018	19937	110515125	CAR COUNT SYS MNT NOV	\$920.00
HITECH SOFTWARE INC						Total Check Amount: \$920.00
179332	HOFFMAN SOUTHWEST CORP	11/23/2018	16818	430515123	CCTV PORT:LAT SWRLINE	\$1,240.00
HOFFMAN SOUTHWEST CORP						Total Check Amount: \$1,240.00
179333	IN TIME SERVICES INC.	11/23/2018	20876	950000000	ILJAO:ISE TEXT OCT18	\$3,142.80
IN TIME SERVICES INC.						Total Check Amount: \$3,142.80
179334	INK LINK INC	11/23/2018	22423	110404420	NUTCRACKER SIGNAGE	\$491.34
INK LINK INC						Total Check Amount: \$491.34
179335	INTEGRITY CEILINGS, INC.	11/23/2018	23606	490515151	REPL CCC PLZ CEILING	\$4,438.00
INTEGRITY CEILINGS, INC.						Total Check Amount: \$4,438.00
179336	IPARQ	11/23/2018	21583	110323241	PERMIT PRINTING	\$3,044.25
IPARQ						Total Check Amount: \$3,044.25
179337	IPARQ	11/23/2018	21583	110323241	PERMIT PACKING SLIP	\$10.87
IPARQ						Total Check Amount: \$10.87
179338	IPARQ	11/23/2018	21583	110323241	PERMTS/LICENSES OCT18	\$463.44
IPARQ						Total Check Amount: \$463.44
179339	ITRON, INC.	11/23/2018	3773	420515131	TRANSPONDER	\$4,929.62
ITRON, INC.						Total Check Amount: \$4,929.62
179340	JAMISON ENGINEERING CONTRACTORS,INC	11/23/2018	15812	430515123	LA FLORESTA MO. INSP	\$1,925.00
JAMISON ENGINEERING CONTRACTORS,INC						Total Check Amount: \$1,925.00
179341	JMG SECURITY SYSTEMS, INC.	11/23/2018	28070	490515151	REPL FIRE PANEL @ FS2	\$2,570.00
JMG SECURITY SYSTEMS, INC.						Total Check Amount: \$2,570.00
179342	K PRO STONE CARE	11/23/2018	20535	490515151	MEM STONE DEEP CLEAN	\$1,250.00
K PRO STONE CARE						Total Check Amount: \$1,250.00
179343	ELISABETH KATAOKA	11/23/2018	26059	110404542	STARCATCHER GALA	\$300.00
ELISABETH KATAOKA						Total Check Amount: \$300.00
179344	KEYSER MARSTON ASSOCIATES, INC.	11/23/2018	25482	110000000	DT BREA HOTEL SEPT18	\$3,240.00
KEYSER MARSTON ASSOCIATES, INC.						Total Check Amount: \$3,240.00
179345	KEYSTONE UNIFORMS OC	11/23/2018	24713	110212111	CADET UNIFORM	\$98.04
KEYSTONE UNIFORMS OC						Total Check Amount: \$98.04
179346	L.N. CURTIS & SONS	11/23/2018	1053	110222221	ATV-3	\$263.13
L.N. CURTIS & SONS						Total Check Amount: \$263.13
179347	FRANCESCO LA TORRE	11/23/2018	24398	110404521	OCTOBER 2018 MILEAGE	\$39.24
FRANCESCO LA TORRE						Total Check Amount: \$39.24
179348	LACEY CUSTOM LINENS, INC.	11/23/2018	2772	110141441	LINEN CLEANING	\$484.58
LACEY CUSTOM LINENS, INC.						Total Check Amount: \$484.58
179349	LAW OFFICES OF JONES & MAYER	11/23/2018	12144	110111112	LEGAL SVCS:FIN AUG18	\$37.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$37.00
179350	LIFE-ASSIST, INC.	11/23/2018	10530	174222222	PM MEDS FIRE STN #3	\$1,594.69
LIFE-ASSIST, INC.					Total Check Amount:	\$1,594.69
179351	LINCOLN AQUATICS	11/23/2018	17902	490515152	MAGMETR VFD INST/TRNG	\$1,512.52
LINCOLN AQUATICS					Total Check Amount:	\$1,512.52
179352	LINCOLN AQUATICS	11/23/2018	17902	110404422	PLUNGE	\$30.24
LINCOLN AQUATICS					Total Check Amount:	\$30.24
179353	MARIPOSA LANDSCAPES, INC.	11/23/2018	27959	510707936	LNDSCAPNG SVCS SR CTR	\$545.00
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$545.00
179354	MARS ENVIRONMENTAL, INC.	11/23/2018	19757	490515151	HAZARD WASTE DISPOSAL	\$1,321.73
MARS ENVIRONMENTAL, INC.					Total Check Amount:	\$1,321.73
179355	MINER, LTD	11/23/2018	27173	490515151	REAR BAY DOOR REPAIR	\$250.00
MINER, LTD					Total Check Amount:	\$250.00
179356	MINER, LTD	11/23/2018	27173	490515151	INSTALL OFFICE DOOR	\$1,965.16
MINER, LTD					Total Check Amount:	\$1,965.16
179357	NDS, LLC	11/23/2018	25312	110141441	PRESORT MAILSVCS NOV18	\$396.86
NDS, LLC					Total Check Amount:	\$396.86
179358	DINH NGUYEN	11/23/2018	28082	110000000	CITATION REFUND	\$281.00
DINH NGUYEN					Total Check Amount:	\$281.00
179359	OFFICE DEPOT, INC	11/23/2018	4743	110515171	OFFICE SUPPLIES	\$62.38
OFFICE DEPOT, INC					Total Check Amount:	\$62.38
179360	OFFICE DEPOT, INC	11/23/2018	4743	110515171	OFFICE SUPPLIES	\$6.89
OFFICE DEPOT, INC					Total Check Amount:	\$6.89
179361	OFFICE DEPOT, INC	11/23/2018	4743	110212121	OFFICE SUPPLIES	\$34.05
OFFICE DEPOT, INC					Total Check Amount:	\$34.05
179362	OFFICE DEPOT, INC	11/23/2018	4743	110212111	OFFICE SUPPLIES	\$24.21
OFFICE DEPOT, INC					Total Check Amount:	\$24.21
179363	OFFICE DEPOT, INC	11/23/2018	4743	110212111	TONER	\$2,267.07
		11/23/2018	4743	110212121	OFFICE SUPPLIES	\$18.76
OFFICE DEPOT, INC					Total Check Amount:	\$2,285.83
179364	OZUNA ELECTRIC CO.INC.	11/23/2018	18504	110515121	CITY HALL PARK LT RPR	\$1,595.00
OZUNA ELECTRIC CO.INC.					Total Check Amount:	\$1,595.00
179365	OZUNA ELECTRIC CO.INC.	11/23/2018	18504	110515121	BREA BL ISLAND LT RPR	\$2,035.07
OZUNA ELECTRIC CO.INC.					Total Check Amount:	\$2,035.07
179366	OZUNA ELECTRIC CO.INC.	11/23/2018	18504	110515121	VALENCIA ST LIGHT RPR	\$1,688.00
OZUNA ELECTRIC CO.INC.					Total Check Amount:	\$1,688.00
179367	OZUNA ELECTRIC CO.INC.	11/23/2018	18504	110515121	ASSOC/IMP HWY LT RPR	\$1,875.00
OZUNA ELECTRIC CO.INC.					Total Check Amount:	\$1,875.00
179368	OZUNA ELECTRIC CO.INC.	11/23/2018	18504	110515125	BREA/BRCH ST LGHT RPR	\$1,193.17

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
OZUNA ELECTRIC CO.INC.						Total Check Amount: \$1,193.17
179369	P.L. HAWN COMPANY, INC.	11/23/2018	10742	490515151	HVAC FILTERS @ CCC	\$115.59
P.L. HAWN COMPANY, INC.						Total Check Amount: \$115.59
179370	PETTY CASH CUSTODIAN	11/23/2018	15658	110	PETTY CASH REPL 10/31	\$140.60
PETTY CASH CUSTODIAN						Total Check Amount: \$140.60
179371	CHARLES PHOENIX	11/23/2018	15368	110	2018 RETRO HOLIDAY #1	\$3,731.40
CHARLES PHOENIX						Total Check Amount: \$3,731.40
179372	PLUMBERS DEPOT INC.	11/23/2018	14542	430515123	FIBERGLASS POLES	\$616.79
PLUMBERS DEPOT INC.						Total Check Amount: \$616.79
179373	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	110515141	DRAIN CLEANERS/GLOVES	\$72.12
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$72.12
179374	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	360515145	CARTRIDGE ASSEMBLY	\$101.57
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$101.57
179375	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	360515145	CLOSET MASTER KIT	\$49.95
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$49.95
179376	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	110515141	DRAIN CLEANERS	\$44.90
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$44.90
179377	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	420515131	PLUMBING SUPPLIES	\$61.30
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$61.30
179378	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	490515151	RR MATERIALS @ BCC	\$180.63
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$180.63
179379	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	490515151	ZURN RETRO KIT	\$452.22
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$452.22
179380	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	490515151	RR MATERIALS	\$22.76
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$22.76
179381	PLUMBING WHOLESALE OUTLET, INC.	11/23/2018	18392	490515151	CCC FAUCETS	\$1,154.71
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$1,154.71
179382	PRADO FAMILY SHOOTING RANGE	11/23/2018	14276	110212131	FULL DAY TRNG 10/22	\$400.00
PRADO FAMILY SHOOTING RANGE						Total Check Amount: \$400.00
179383	PUENTE HILLS FORD	11/23/2018	25742	480515161	CLOVE BOX ASSEMBLY	\$101.32
PUENTE HILLS FORD						Total Check Amount: \$101.32
179384	RAY-LITE INDUSTRIES, INC.	11/23/2018	19800	490515152	LED LAMPS @ CCC	\$172.40
RAY-LITE INDUSTRIES, INC.						Total Check Amount: \$172.40
179385	RENNE SLOAN HOTLZMAN SAKAI, LLP	11/23/2018	27580	110141481	PROF SVCS OCT 2018	\$170.00
RENNE SLOAN HOTLZMAN SAKAI, LLP						Total Check Amount: \$170.00
179386	RPW SERVICES, INC.	11/23/2018	3791	360515147	FLEAS/TICKS SPRAY	\$180.00
RPW SERVICES, INC.						Total Check Amount: \$180.00
179387	RPW SERVICES, INC.	11/23/2018	3791	510707936	SPRAY TURF AT CCC	\$650.00
RPW SERVICES, INC.						Total Check Amount: \$650.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179388	RUSSELL SIGLER INC.	11/23/2018	21638	490515151	KIDWATCH PACKAGE UNIT	\$4,780.67
RUSSELL SIGLER INC.					Total Check Amount:	\$4,780.67
179389	SITEONE LANDSCAPE SUPPLY, LLC	11/23/2018	25942	110515125	PLANTS/BREA BL PLANTER	\$382.30
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$382.30
179390	DONNA SMITH	11/23/2018	26136	110404145	C.WESTERN LINE DANCE	\$180.00
DONNA SMITH					Total Check Amount:	\$180.00
179391	STAGELIGHT PERFORMING ARTS	11/23/2018	25172	110404145	YOGA/DANCE CLASS	\$210.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$210.00
179392	STATE INDUSTRIAL PRODUCTS	11/23/2018	8572	490515151	FIRE CHEMICALS	\$214.31
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$214.31
179393	STOTZ EQUIPMENT	11/23/2018	24388	480515161	DAKOTA TURF SPREADER	\$22,030.57
STOTZ EQUIPMENT					Total Check Amount:	\$22,030.57
179394	SUPERION, LLC	11/23/2018	26879	110141414	LIC:PLUS PSNL/BUDGET	\$9,982.50
SUPERION, LLC					Total Check Amount:	\$9,982.50
179395	SUPERION, LLC	11/23/2018	26879	110141414	PROJ MGT:PLUS FINANCE	\$160.00
SUPERION, LLC					Total Check Amount:	\$160.00
179396	TENNIS ANYONE ACADEMY	11/23/2018	12688	110404145	TENNIS CLASSES	\$2,068.50
TENNIS ANYONE ACADEMY					Total Check Amount:	\$2,068.50
179397	TERRY'S TESTING, INC.	11/23/2018	9217	346515112	REPLACE BACKFLOW	\$1,225.00
TERRY'S TESTING, INC.					Total Check Amount:	\$1,225.00
179398	THYSSENKRUPP ELEVATOR	11/23/2018	10308	490515151	NOV-JAN SERVICE	\$6,955.53
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$6,955.53
179399	TIFCO INDUSTRIES	11/23/2018	8995	480515161	TIES/SCREWS/DRILLS	\$266.30
TIFCO INDUSTRIES					Total Check Amount:	\$266.30
179400	U.S. POSTAL SERVICE	11/23/2018	3284	110111151	BREA LINE JAN/FEB19	\$3,013.61
U.S. POSTAL SERVICE					Total Check Amount:	\$3,013.61
179401	URBAN GRAFFITI ENTERPRISES INC.	11/23/2018	4352	110515121	GRAFFITI REMOVL SEP18	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.					Total Check Amount:	\$2,000.00
179403	VERIZON WIRELESS	11/23/2018	21122	110	9816984333 9/23-10/22	\$431.58
		11/23/2018	21122	110111111	9816984333 9/23-10/22	\$108.06
		11/23/2018	21122	110111143	9816984333 9/23-10/22	\$146.07
		11/23/2018	21122	110111151	9816984333 9/23-10/22	\$108.06
		11/23/2018	21122	110111161	9816984333 9/23-10/22	\$52.01
		11/23/2018	21122	110141411	9816984333 9/23-10/22	\$38.01
		11/23/2018	21122	110141424	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110141441	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110141481	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110212121	9816984333 9/23-10/22	\$4,006.68
		11/23/2018	21122	110222223	9816984333 9/23-10/22	\$1,262.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179403	VERIZON WIRELESS	11/23/2018	21122	110323212	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110323231	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110323241	9816984333 9/23-10/22	\$54.58
		11/23/2018	21122	110323242	9816984333 9/23-10/22	\$54.07
		11/23/2018	21122	110323243	9816984333 9/23-10/22	\$54.03
		11/23/2018	21122	110404311	9816984333 9/23-10/22	\$462.90
		11/23/2018	21122	110404525	9816984333 9/23-10/22	\$71.94
		11/23/2018	21122	174222222	9816984333 9/23-10/22	\$586.17
		11/23/2018	21122	460141474	9816984333 9/23-10/22	\$293.93
		11/23/2018	21122	475141471	9816984333 9/23-10/22	\$11,477.95
VERIZON WIRELESS					Total Check Amount:	\$19,478.19
179404	VERIZON WIRELESS	11/23/2018	21122	110515171	9817284992 9/27-10/26	(\$15.74)
		11/23/2018	21122	420515131	9817284992 9/27-10/26	\$158.75
		11/23/2018	21122	430515123	9817284992 9/27-10/26	\$178.76
VERIZON WIRELESS					Total Check Amount:	\$321.77
179405	VERIZON WIRELESS	11/23/2018	21122	420515131	9817292966 SEP27OCT26	\$38.01
VERIZON WIRELESS					Total Check Amount:	\$38.01
179406	VETERINARY PET INS. CO.	11/23/2018	20975	110	4436 PET INS OCT18	\$421.94
VETERINARY PET INS. CO.					Total Check Amount:	\$421.94
179407	VISTA PAINT CORPORATION	11/23/2018	4573	110515125	RED CURB PAINT FOR DT	\$194.00
VISTA PAINT CORPORATION					Total Check Amount:	\$194.00
179408	WALTERS WHOLESALE ELECTRIC	11/23/2018	1667	110515141	ELECTRICAL WIRE	\$20.71
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$20.71
179409	WINWATER	11/23/2018	28030	420515131	PLUMBING SUPPLIES	\$2,434.07
WINWATER					Total Check Amount:	\$2,434.07
179410	WOODRUFF, SPRADLIN & SMART	11/23/2018	24094	950000000	ILJAOC LEGAL SVCS OCT	\$1,125.00
WOODRUFF, SPRADLIN & SMART					Total Check Amount:	\$1,125.00
179411	ZERO WASTE USA INC/MUTT MITT	11/23/2018	22125	343515112	DOG WASTE BAGS	\$535.44
ZERO WASTE USA INC/MUTT MITT					Total Check Amount:	\$535.44
Check Subtotal						\$254,841.71
V30529	ALL CITY MANAGEMENT SERVICES INC	11/23/2018	6604	110212121	CRSNG GRDS 10/21-11/3	\$3,290.00
		11/23/2018	6604	110212132	CRSNG GRDS 9/23-10/6	\$3,290.00
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$6,580.00
V30530	ALLIANT INSURANCES SVCS	11/23/2018	13785	950000000	ILJAOC 1819 SLIP PREM	\$7,383.42
ALLIANT INSURANCES SVCS					Total Check Amount:	\$7,383.42
V30531	BSN SPORTS.INC.	11/23/2018	13093	181404250	POLES PORTER	\$4,106.75
BSN SPORTS.INC.					Total Check Amount:	\$4,106.75
V30532	CHANDLER ASSET MANAGEMENT, INC.	11/23/2018	4375	110000000	INV MGMT SVCS OCT 18	\$18.57

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30532	CHANDLER ASSET MANAGEMENT, INC.	11/23/2018	4375	420141424	INV MGMT SVCS OCT 18	\$231.04
		11/23/2018	4375	875000000	INV MGMT SVCS OCT 18	\$47.79
		11/23/2018	4375	890000000	INV MGMT SVCS OCT 18	\$32.27
		11/23/2018	4375	930000000	INV MGMT SVCS OCT 18	\$4,117.34
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$4,447.01
V30533	CINTAS CORPORATION #640	11/23/2018	25884	110212131	UNIFORM SVCS OCT 2018	\$80.04
		11/23/2018	25884	110515121	UNIFORM SVCS OCT 2018	\$34.88
		11/23/2018	25884	110515125	UNIFORM SVCS OCT 2018	\$74.99
		11/23/2018	25884	110515141	UNIFORM SVCS OCT 2018	\$181.00
		11/23/2018	25884	110515143	UNIFORM SVCS OCT 2018	\$24.88
		11/23/2018	25884	110515144	UNIFORM SVCS OCT 2018	\$109.04
		11/23/2018	25884	420515131	UNIFORM SVCS OCT 2018	\$139.01
		11/23/2018	25884	430515123	UNIFORM SVCS OCT 2018	\$68.32
		11/23/2018	25884	440515126	UNIFORM SVCS OCT 2018	\$17.12
		11/23/2018	25884	480515161	UNIFORM SVCS OCT 2018	\$281.15
		11/23/2018	25884	490515151	UNIFORM SVCS OCT 2018	\$376.60
CINTAS CORPORATION #640					Total Check Amount:	\$1,387.03
V30534	CIVILSOURCE INC	11/23/2018	22210	510707318	LMBRT/KRAEMR 8/1-9/30	\$1,122.50
		11/23/2018	22210	510707318	LMBRT/KRMR 10/1-10/27	\$2,760.00
CIVILSOURCE INC					Total Check Amount:	\$3,882.50
V30535	ECONOLITE SYSTEMS, INC.	11/23/2018	27147	110515121	EXTRAORD SGNL MNT OCT	\$4,879.75
		11/23/2018	27147	110515121	MO. SIGNAL MNT OCT18	\$2,925.94
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$7,805.69
V30536	ENTENMANN ROVIN COMPANY	11/23/2018	3457	110	RETIRED EMPL BADGES	\$198.40
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$198.40
V30537	EXTERMINETICS OF SO CALIF INC	11/23/2018	3298	110515125	PEST CONTROL OCT18	\$324.00
		11/23/2018	3298	110515141	PEST CONTROL OCT18	\$180.00
		11/23/2018	3298	420515131	PEST CONTROL OCT18	\$100.00
		11/23/2018	3298	490515151	PEST CONTROL OCT18	\$1,150.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,754.00
V30538	FILARSKY & WATT LLP	11/23/2018	2043	110141481	LEGAL SVCS OCT 2018	\$5,320.00
FILARSKY & WATT LLP					Total Check Amount:	\$5,320.00
V30539	HCI SYSTEMS INC	11/23/2018	25112	490515151	FIRE SPRNKL R SVC:PLZA	\$836.49
HCI SYSTEMS INC					Total Check Amount:	\$836.49
V30540	KRISTOFER KATAOKA	11/23/2018	18385	110404542	ABC LICENSE	\$103.00
KRISTOFER KATAOKA					Total Check Amount:	\$103.00
V30541	KEENAN & ASSOCIATES	11/23/2018	22439	470141483	2018 WORKERS COMP #12	\$9,004.33
KEENAN & ASSOCIATES					Total Check Amount:	\$9,004.33
V30542	KELLY PAPER	11/23/2018	7039	110141441	PAPER	\$71.06

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
KELLY PAPER						Total Check Amount: \$71.06
V30543	L.N. CURTIS & SONS	11/23/2018	1053	110222221	ATV PARTS	\$112.07
L.N. CURTIS & SONS						Total Check Amount: \$112.07
V30544	MYERS AND SONS	11/23/2018	21624	510707702	ROAD SGNS:BREA CYN RD	\$69.20
		11/23/2018	21624	510707702	SPEED CTRL HUMP SIGN	\$129.30
		11/23/2018	21624	510707702	SPEED CTRL HUMP SIGNS	\$323.25
MYERS AND SONS						Total Check Amount: \$521.75
V30545	PLACEWORKS, INC.	11/23/2018	26720	110000000	PROF SVCS OCT 2018	\$696.15
PLACEWORKS, INC.						Total Check Amount: \$696.15
V30546	PLUMBERS DEPOT INC.	11/23/2018	14542	430515123	CAMTRK CCTV CABLE END	\$595.10
PLUMBERS DEPOT INC.						Total Check Amount: \$595.10
V30547	SUPERIOR ALARM SYSTEMS	11/23/2018	11074	110404211	BCC ALARM PROGRAMMING	\$45.00
SUPERIOR ALARM SYSTEMS						Total Check Amount: \$45.00
V30548	TECHNICOLOR PRINTING	11/23/2018	24354	110404217	STUD ADV BOARD SHIRTS	\$165.08
		11/23/2018	24354	110404223	ADULT SPORTS SHIRTS	\$179.70
TECHNICOLOR PRINTING						Total Check Amount: \$344.78
V30549	THOMSON REUTERS - WEST	11/23/2018	22020	110212121	WEST INFO CHGS OCT18	\$361.39
THOMSON REUTERS - WEST						Total Check Amount: \$361.39
V30550	UNDERGROUND SERVICE ALERT/SC	11/23/2018	4537	420515131	UNDRGRND TICKETS OCT18	\$184.90
UNDERGROUND SERVICE ALERT/SC						Total Check Amount: \$184.90
V30551	VALVERDE CONSTRUCTION, INC.	11/23/2018	14201	410515124	BCC STORMDRAIN REPAIR	\$4,600.63
VALVERDE CONSTRUCTION, INC.						Total Check Amount: \$4,600.63
V30552	VENDINI	11/23/2018	24179	110404542	TICKET FEES OCT 2018	\$572.81
VENDINI						Total Check Amount: \$572.81
V30553	VERSATILE INFORMATION PRODUCTS, INC.	11/23/2018	19165	110212131	PUMA-5, DIG AUDIO REC	\$45,974.12
VERSATILE INFORMATION PRODUCTS, INC.						Total Check Amount: \$45,974.12
V30554	VIRTUAL PROJECT MANAGER	11/23/2018	23508	510707317	SYS MGMT/BACKUP NOV18	\$100.00
		11/23/2018	23508	510707873	SYS MGMT/BACKUP NOV18	\$200.00
		11/23/2018	23508	510707922	SYS MGMT/BACKUP NOV18	\$100.00
		11/23/2018	23508	510707929	SYS MGMT/BACKUP NOV18	\$100.00
VIRTUAL PROJECT MANAGER						Total Check Amount: \$500.00
V30555	WALTERS WHOLESALE ELECTRIC	11/23/2018	1667	110515121	DT TREE WELL LIGHTS	\$28.02
		11/23/2018	1667	110515121	ELECTRICAL TOOL	\$92.77
		11/23/2018	1667	110515125	LAMPS:DT TREE WELLS	\$368.51
WALTERS WHOLESALE ELECTRIC						Total Check Amount: \$489.30
V30556	SARA WOODWARD	11/23/2018	26083	110212122	OCTOBER 2018 MILEAGE	\$98.32
SARA WOODWARD						Total Check Amount: \$98.32

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Voucher Subtotal						\$107,976.00
TOTAL						\$362,817.71

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179412	JAGATJIT AHLUWALIA	11/30/2018	28132	110	REFUND ACCT BALANCE	\$132.00
JAGATJIT AHLUWALIA					Total Check Amount:	\$132.00
179413	AMERICAN CRANE SERVICE, INC	11/30/2018	20889	490515151	CRANE SERVICE @ BCC	\$700.00
AMERICAN CRANE SERVICE, INC					Total Check Amount:	\$700.00
179414	AMERON POLE PRODUCTS, LLC	11/30/2018	26799	110515121	PINE ST LT POLE INST	\$2,732.70
AMERON POLE PRODUCTS, LLC					Total Check Amount:	\$2,732.70
179415	ARMS UNLIMITED INC.	11/30/2018	26722	110212131	RIFLE OPTIC MOUNTS	\$1,560.00
ARMS UNLIMITED INC.					Total Check Amount:	\$1,560.00
179416	ASBURY ENVIRONMENTAL SERVICES	11/30/2018	9144	480515161	USED OIL DISPOSAL	\$35.00
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$35.00
179417	SEAN BARRETT	11/30/2018	28118	110404541	WATERCOLOR DEMO 9/29	\$483.75
SEAN BARRETT					Total Check Amount:	\$483.75
179418	BARTEL ASSOCIATES, LLC	11/30/2018	18970	110141431	OPEB EVAL SEPT 2018	\$5,437.00
BARTEL ASSOCIATES, LLC					Total Check Amount:	\$5,437.00
179419	BLACK & WHITE EMERGENCY VEHICLES	11/30/2018	24788	480515161	EMERG LTS/MNTG BRCKTS	\$3,424.35
BLACK & WHITE EMERGENCY VEHICLES					Total Check Amount:	\$3,424.35
179420	ROBERT BLACKBURN	11/30/2018	28103	420000000	CLOSED WATER ACCOUNT	\$53.18
ROBERT BLACKBURN					Total Check Amount:	\$53.18
179421	BREA FIREFIGHTERS ASSOCIATION	11/30/2018	17883	110222211	18/19 T-SHIRTS/HATS	\$60.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$60.00
179422	CALIFORNIA NEWSPAPER PARTNERSHIP	11/30/2018	26287	110404420	ROP ADVERTISING	\$149.60
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$149.60
179423	CORELOGIC	11/30/2018	25542	280323215	REAL EST LISTNG OCT18	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
179424	CORRELL CONSTRUCTION INC	11/30/2018	23467	830	DEP REFND:940 NEWHALL	\$250.00
		11/30/2018	23467	830	DEP REFND:964 NEWHALL	\$250.00
CORRELL CONSTRUCTION INC					Total Check Amount:	\$500.00
179425	COUNTY OF ORANGE	11/30/2018	4799	110212122	PRKNG CITATIONS OCT18	\$12,991.00
COUNTY OF ORANGE					Total Check Amount:	\$12,991.00
179426	COUNTY OF ORANGE	11/30/2018	4799	110212122	OCATS/SWITCHER OCT18	\$653.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
179427	CSUF, UNIVERSITY EXTENDED EDUCATION	11/30/2018	19358	110323231	FALL 2018 PARKING	\$112.00
		11/30/2018	19358	110323231	WINTER/SPRING TUITION	\$1,400.00
		11/30/2018	19358	110323241	FALL 2018 PARKING	\$112.00
		11/30/2018	19358	110323241	WINTER/SPRING TUITION	\$1,400.00
		11/30/2018	19358	410515132	FALL 2018 PARKING	\$112.00
		11/30/2018	19358	410515132	WINTER/SPRING TUITION	\$1,400.00
CSUF, UNIVERSITY EXTENDED EDUCATION					Total Check Amount:	\$4,536.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179428	SCOTT AND/OR DOREEN DE LONG	11/30/2018	28104	420000000	CLOSED WATER ACCOUNT	\$32.25
SCOTT AND/OR DOREEN DE LONG					Total Check Amount:	\$32.25
179429	DEPARTMENT OF JUSTICE	11/30/2018	13406	110141481	FINGERPRNT APPS SEP18	\$49.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$49.00
179430	DEPARTMENT OF JUSTICE	11/30/2018	13406	110141481	FINGERPRNT APPS OCT18	\$633.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$633.00
179431	DANIEL W. DOBSON	11/30/2018	28110	110000000	CITATION REFUND	\$51.00
DANIEL W. DOBSON					Total Check Amount:	\$51.00
179432	SOUTHERN CALIFORNIA EDISON	11/30/2018	3343	110515121	ELECTRICITY OCT/NOV18	\$3,884.60
		11/30/2018	3343	490515151	ELECTRICITY OCT/NOV18	\$35.27
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$3,919.87
179433	ELITE ENVIRONMENTS	11/30/2018	20028	830	DEP REFND:989 NEWHALL	\$250.00
ELITE ENVIRONMENTS					Total Check Amount:	\$250.00
179434	EQUITY OFFICE	11/30/2018	18581	110000000	DEVELOPER FEE REFUND	\$112.25
EQUITY OFFICE					Total Check Amount:	\$112.25
179435	RENEE FARRELL	11/30/2018	28101	420000000	CLOSED WATER ACCOUNT	\$48.85
RENEE FARRELL					Total Check Amount:	\$48.85
179436	FIRE SERVICE SPECIFICATION & SUPPLY	11/30/2018	14203	110222223	TOOL REPAIR	\$175.00
FIRE SERVICE SPECIFICATION & SUPPLY					Total Check Amount:	\$175.00
179437	FRANCHISE TAX BOARD	11/30/2018	13287	110	CD912245780 112318 PR	\$195.19
FRANCHISE TAX BOARD					Total Check Amount:	\$195.19
179438	FRONTIER COMMUNICATIONS	11/30/2018	26183	420515131	209 1510539 11/7-12/6	\$62.18
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.18
179439	TERESA S GALLO	11/30/2018	24583	110404541	ARTGALLERY CONS SALES	\$35.00
TERESA S GALLO					Total Check Amount:	\$35.00
179440	RENE GARCIA	11/30/2018	28108	110000000	CITATION REFUND	\$76.00
RENE GARCIA					Total Check Amount:	\$76.00
179441	GATEWAY AUTO SPA	11/30/2018	19220	480515161	SHUTTLE/TROLLEY WASH	\$710.00
GATEWAY AUTO SPA					Total Check Amount:	\$710.00
179442	GOVERNMENT TAX SEMINARS, LLC	11/30/2018	28133	110141431	2018 GOVT TAX SEMINAR	\$395.00
GOVERNMENT TAX SEMINARS, LLC					Total Check Amount:	\$395.00
179443	SHIRLEY GRAHAM	11/30/2018	28098	420000000	CLOSED WATER ACCOUNT	\$1,000.00
SHIRLEY GRAHAM					Total Check Amount:	\$1,000.00
179444	HARBOR TRUCK BODIES, INC.	11/30/2018	18241	480515161	UTILITY BODY DRAWER	\$666.15
		11/30/2018	18241	480515161	WISE BRACKET	\$387.38
HARBOR TRUCK BODIES, INC.					Total Check Amount:	\$1,053.53
179445	BRIAN HONG	11/30/2018	28106	420000000	CLOSED WATER ACCOUNT	\$24.67
BRIAN HONG					Total Check Amount:	\$24.67
179446	ERICA LINDSAY JACKSON	11/30/2018	28114	110404542	SET PAINTNG:STRCATCHR	\$830.00

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ERICA LINDSAY JACKSON						Total Check Amount: \$830.00
179447	CHARLES KEELING	11/30/2018	4274	110404541	ARTGALLERY CONS SALES	\$59.25
CHARLES KEELING						Total Check Amount: \$59.25
179448	BRYAN KING	11/30/2018	28111	110000000	CITATION REFUND	\$66.00
BRYAN KING						Total Check Amount: \$66.00
179449	LAKEMAN CHASSIS	11/30/2018	12885	480515161	CONE HOLDER BRACKETS	\$251.18
LAKEMAN CHASSIS						Total Check Amount: \$251.18
179450	CHRISTINE LEE	11/30/2018	28100	420000000	CLOSED WATER ACCOUNT	\$889.79
CHRISTINE LEE						Total Check Amount: \$889.79
179451	RUSSELL LYSTER	11/30/2018	22926	830	POOL DEPOSIT REFUND	\$250.00
RUSSELL LYSTER						Total Check Amount: \$250.00
179452	GERALDINE E. MEDWAY	11/30/2018	21990	110404541	LAYERING THE LT WKSHP	\$598.50
GERALDINE E. MEDWAY						Total Check Amount: \$598.50
179453	MUSIC HILL CENTER	11/30/2018	28044	110	RENTAL DEPOSIT REFUND	\$308.75
MUSIC HILL CENTER						Total Check Amount: \$308.75
179454	NETWORKFLEET INC.	11/30/2018	25293	480515161	GPS FEES OCT 2018	\$893.00
NETWORKFLEET INC.						Total Check Amount: \$893.00
179455	NEW WEST PROPERTY MANAGEMENT	11/30/2018	28105	420000000	CLOSED WATER ACCOUNT	\$19.07
NEW WEST PROPERTY MANAGEMENT						Total Check Amount: \$19.07
179456	NUVIS LANDSCAPE ARCHITECTURE	11/30/2018	28071	360515147	PROF SVCS SEPT 2018	\$2,076.00
NUVIS LANDSCAPE ARCHITECTURE						Total Check Amount: \$2,076.00
179457	ORANGE COUNTY WINWATER WORKS	11/30/2018	28030	420515131	PLUMBING SUPPLIES	\$1,075.88
ORANGE COUNTY WINWATER WORKS						Total Check Amount: \$1,075.88
179459	OFFICE DEPOT, INC	11/30/2018	4743	110141422	KEYBOARD	\$42.71
		11/30/2018	4743	110141431	CREDIT:217704244001	(\$39.43)
		11/30/2018	4743	110141431	OFFICE SUPPLIES	\$39.43
		11/30/2018	4743	110141441	OFFICE SUPPLIES	\$22.52
		11/30/2018	4743	110141481	OFFICE SUPPLIES	\$37.95
		11/30/2018	4743	110212111	0OFFICE SUPPLIES	\$24.70
		11/30/2018	4743	110212111	OFFICE SUPPLIES	\$415.36
		11/30/2018	4743	110212121	OFFICE SUPPLIES	\$145.47
		11/30/2018	4743	110212122	OFFICE SUPPLIES	\$142.91
		11/30/2018	4743	110222211	CREDIT: 219902466001	(\$12.69)
		11/30/2018	4743	110222211	OFFICE SUPPLIES	\$45.44
		11/30/2018	4743	110404311	OFFICE SUPPLIES	\$270.33
OFFICE DEPOT, INC						Total Check Amount: \$1,134.70
179460	PETTY CASH CUSTODIAN	11/30/2018	15657	110	PETTY CASH REPL 11/14	\$135.00
PETTY CASH CUSTODIAN						Total Check Amount: \$135.00
179461	PLUMBING WHOLESALE OUTLET, INC.	11/30/2018	18392	490515151	FAUCET 4" PLATES	\$124.55

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179461	PLUMBING WHOLESALE OUTLET, INC.	11/30/2018	18392	490515151	KROWNE FAUCET @ BCC	\$144.68
		11/30/2018	18392	490515151	SYMMONS PARTS @ BCC	\$2,538.18
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$2,807.41
179462	PREMIUM RV INC.	11/30/2018	11981	480515161	HITCH LOCK	\$12.98
		11/30/2018	11981	480515161	HITCH PIN & CLIP	\$54.05
PREMIUM RV INC.					Total Check Amount:	\$67.03
179463	PROUD KEEPER LANDSCAPE, INC.	11/30/2018	26475	830	DEP RFND:2709 ALAMITO	\$250.00
PROUD KEEPER LANDSCAPE, INC.					Total Check Amount:	\$250.00
179464	PUENTE HILLS FORD	11/30/2018	25742	480515161	27009 ENGINE REPAIR	\$437.64
		11/30/2018	25742	480515161	958 ENGINE REPAIR	\$1,689.04
		11/30/2018	25742	480515161	BUMP STOPPERS	\$24.27
		11/30/2018	25742	480515161	PANEL CLIP	\$5.97
		11/30/2018	25742	480515161	THROTTLE BODY/GASKET	\$68.82
PUENTE HILLS FORD					Total Check Amount:	\$2,225.74
179465	LISA PUGSLEY	11/30/2018	28113	110404542	SET PAINTNG-STRCATCHR	\$490.00
LISA PUGSLEY					Total Check Amount:	\$490.00
179466	JOHN REEVES	11/30/2018	28102	420000000	CLOSED WATER ACCOUNT	\$98.18
JOHN REEVES					Total Check Amount:	\$98.18
179467	RIGHT CHOICE PROPERTY MGMT	11/30/2018	28107	420000000	CLOSED WATER ACCOUNT	\$39.27
RIGHT CHOICE PROPERTY MGMT					Total Check Amount:	\$39.27
179468	BARBARA IRIS RIPBERGER	11/30/2018	28109	110000000	CITATION REFUND	\$38.00
BARBARA IRIS RIPBERGER					Total Check Amount:	\$38.00
179469	AARON SANCHEZ	11/30/2018	28099	420000000	CLOSED WATER ACCOUNT	\$46.56
AARON SANCHEZ					Total Check Amount:	\$46.56
179470	SOUTHERN CALIFORNIA FLEET SERV. INC	11/30/2018	27570	480515161	23012 ENGINE REPAIR	\$2,068.08
SOUTHERN CALIFORNIA FLEET SERV. INC					Total Check Amount:	\$2,068.08
179471	MURRAY TAYLOR	11/30/2018	28117	110	RENTAL DEPOSIT REFUND	\$500.00
MURRAY TAYLOR					Total Check Amount:	\$500.00
179472	TREECO ARBORIST, INC.	11/30/2018	3838	110515144	TOP SOIL MIX	\$235.99
TREECO ARBORIST, INC.					Total Check Amount:	\$235.99
179473	TRI CITIES POOL SERVICE	11/30/2018	25245	830	DEP RFND:2918 SHAMROC	\$250.00
TRI CITIES POOL SERVICE					Total Check Amount:	\$250.00
179474	UNICORN METALS	11/30/2018	17181	480515161	ANGLE IRON/STOCKMETAL	\$41.14
		11/30/2018	17181	480515161	METAL TUBING	\$56.95
		11/30/2018	17181	480515161	STEEL FLAT STOCK	\$28.69
UNICORN METALS					Total Check Amount:	\$126.78
179475	TADEO R VASQUEZ	11/30/2018	28112	110000000	CITATION REFUND	\$306.00
TADEO R VASQUEZ					Total Check Amount:	\$306.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
179476	XEROX CORPORATION	11/30/2018	3349	110141441	ADDRESS/LABL SW OCT18	\$108.00
		11/30/2018	3349	110141441	BACK COPIER/PRNTR OCT	\$493.54
		11/30/2018	3349	110141441	HI PERF COLOR CPR OCT	\$220.27
		11/30/2018	3349	110141441	HISPEED PRNTR/CPR OCT	\$717.42
		11/30/2018	3349	110141441	PROD COLOR COPIER OCT	\$1,438.20
		11/30/2018	3349	110141441	SOFTWARE MAINT OCT18	\$116.00
XEROX CORPORATION					Total Check Amount:	\$3,093.43
Check Subtotal						\$63,684.96
V30557	ADMINISTRATIVE & PROF	11/30/2018	3344	110	DED:4010 APEA MEMB	\$504.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$504.00
V30558	AESTHETIC CONCRETE	11/30/2018	28089	110404541	ARTGALLERY CONS SALES	\$39.16
AESTHETIC CONCRETE					Total Check Amount:	\$39.16
V30559	ALBERT GROVER & ASSOCIATES	11/30/2018	23588	510707709	BIRCH ST TSSP SEPT18	\$1,700.00
ALBERT GROVER & ASSOCIATES					Total Check Amount:	\$1,700.00
V30560	ALL TRAFFIC SOLUTIONS	11/30/2018	27984	110212142	SHIELD12 SPEED DSPLAY	\$8,980.13
ALL TRAFFIC SOLUTIONS					Total Check Amount:	\$8,980.13
V30561	ALTERNATIVE HOSE, INC.	11/30/2018	18488	480515161	HOSE FITTINGS	\$49.36
		11/30/2018	18488	480515161	PRESSURE WASHER HOSE	\$486.50
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$535.86
V30562	ERIN ALTHEA	11/30/2018	27896	110404541	ARTGALLERY CONS SALES	\$101.50
ERIN ALTHEA					Total Check Amount:	\$101.50
V30563	ARC DOCUMENT SOLUTIONS	11/30/2018	23645	510707219	PLAN COPIES	\$111.05
		11/30/2018	23645	510707936	PLAN COPIES	\$206.68
ARC DOCUMENT SOLUTIONS					Total Check Amount:	\$317.73
V30564	AVCOGAS PROPANE SALES & SERVICES	11/30/2018	22047	480515161	PROPANE FUEL	\$1,388.43
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,388.43
V30565	BEST LAWN MOWER SERVICE	11/30/2018	16230	480515161	HDGE TRMMER/BKPK BLWR	\$926.60
BEST LAWN MOWER SERVICE					Total Check Amount:	\$926.60
V30566	PIERRE BOUNAUD	11/30/2018	23814	110404541	ARTGALLERY CONS SALES	\$22.40
PIERRE BOUNAUD					Total Check Amount:	\$22.40
V30567	BPSEA MEMORIAL FOUNDATION	11/30/2018	14990	110	DED:4050 MEMORIAL	\$224.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$224.00
V30568	BREA CITY EMPLOYEES ASSOCIATION	11/30/2018	3236	110	DED:4005 BCEA MEMBR	\$590.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$590.00
V30569	BREA DISPOSAL, INC	11/30/2018	3330	440515122	OCT 2018 RES TONNAGE	\$61,080.25
BREA DISPOSAL, INC					Total Check Amount:	\$61,080.25
V30570	BREA FIREFIGHTERS ASSOCIATION	11/30/2018	3237	110	DED:4016 ASSOC MEMB	\$2,453.00
		11/30/2018	3237	110	DED:4017 BFA WNIC	\$134.47

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,587.47
V30571	BREA POLICE ASSOCIATION	11/30/2018	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V30572	BREA POLICE ATHLETIC LEAGUE	11/30/2018	1068	110	DED:5010 B.P.A.L.	\$100.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$100.00
V30573	BREA POLICE MANAGEMENT ASSOCIATION	11/30/2018	21189	110	DED:4019 LDF MEMBRS	\$13.00
		11/30/2018	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$240.50
V30574	C.WELLS PIPELINE MATERIALS INC	11/30/2018	13055	420515131	PLUMBING SUPPLIES	\$22,620.68
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$22,620.68
V30575	CALIFORNIA RETROFIT, INC	11/30/2018	4447	341515112	WALKWAY LIGHT LAMPS	\$83.40
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$83.40
V30576	CANNINGS ACE HARDWARE	11/30/2018	15828	110515141	TOOLS	\$15.14
		11/30/2018	15828	110515144	TOOLS	\$29.21
		11/30/2018	15828	360515145	TOOLS	\$38.95
		11/30/2018	15828	480515161	CREDIT FOR BOLTS	(\$10.32)
		11/30/2018	15828	480515161	CREDIT:SHOP SUPPLIES	(\$27.01)
		11/30/2018	15828	480515161	KEYS / WATER HOSE	\$53.01
		11/30/2018	15828	480515161	NUTS/ BOLTS / TAPE	\$21.13
		11/30/2018	15828	480515161	SHOP SUPPLIES	\$76.77
CANNINGS ACE HARDWARE					Total Check Amount:	\$196.88
V30577	CANON FINANCIAL SERVICES, INC.	11/30/2018	20648	110141441	13-COPIER LEASE NOV18	\$3,480.64
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$3,480.64
V30578	CARDS TO GO & GIFTS TOO!	11/30/2018	11931	110	TINY TOTS FUNDRAISER	\$4,907.00
CARDS TO GO & GIFTS TOO!					Total Check Amount:	\$4,907.00
V30579	CIVICPLUS	11/30/2018	23925	110111151	MAIN CITY RENEWAL FEE	\$5,539.67
		11/30/2018	23925	110111151	PLATFORM ANNUAL FEE	\$1,539.85
		11/30/2018	23925	110404215	FITNESS CENT RENW FEE	\$689.59
		11/30/2018	23925	110404541	ART GALLERY RENEW FEE	\$689.59
		11/30/2018	23925	110404542	CURTIS THEATRE REN FE	\$689.59
		11/30/2018	23925	475141471	SSL CERT ANNUAL FEE	\$150.00
CIVICPLUS					Total Check Amount:	\$9,298.29
V30580	CIVILSOURCE INC	11/30/2018	22210	510707873	BT S4 SVCS 8/26-9/30	\$925.00
CIVILSOURCE INC					Total Check Amount:	\$925.00
V30581	COMLOCK SECURITY-GROUP	11/30/2018	13625	480515161	LOCK BOX/SPARE KEYS	\$97.35
		11/30/2018	13625	480515161	SPARE KEYS	\$7.00
COMLOCK SECURITY-GROUP					Total Check Amount:	\$104.35
V30582	RYAN COOPER	11/30/2018	25532	110212111	TRAINING EXPENSES	\$25.56
RYAN COOPER					Total Check Amount:	\$25.56

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30583	CORE & MAIN LP	11/30/2018	27049	420515131	WATER METER/ENCODER	\$5,505.61
CORE & MAIN LP					Total Check Amount:	\$5,505.61
V30584	CPS HR CONSULTING	11/30/2018	2971	110141481	EXEC ASSIST EXAM	\$591.80
CPS HR CONSULTING					Total Check Amount:	\$591.80
V30585	BRANDON CROSS	11/30/2018	27883	110212111	TRAINING EXPENSES	\$25.56
BRANDON CROSS					Total Check Amount:	\$25.56
V30586	DANIELS TIRE SERVICE	11/30/2018	3133	480515161	TIRES	\$1,894.41
DANIELS TIRE SERVICE					Total Check Amount:	\$1,894.41
V30587	RATINDRA K DAS	11/30/2018	24439	110404541	ARTGALLERY CONS SALES	\$83.93
RATINDRA K DAS					Total Check Amount:	\$83.93
V30588	DE LAGE LANDEN FINANCIAL SERVICES	11/30/2018	23311	110141441	FS3 COPY MACH LSE NOV	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.20
V30589	AMANDA DIAZ DBA PANACHE	11/30/2018	27402	110404541	ARTGALLERY CONS SALES	\$676.77
AMANDA DIAZ DBA PANACHE					Total Check Amount:	\$676.77
V30590	DOG DEALERS, INC	11/30/2018	3573	110404214	DOG OBEDIENCE	\$245.00
DOG DEALERS, INC					Total Check Amount:	\$245.00
V30591	ENTERPRISE FM TRUST	11/30/2018	15895	110212121	CH TAHOE LEASE NOV18	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V30592	EQUIPMENT DIRECT INC	11/30/2018	4522	110515141	SFTY COVERALLS/GLOVES	\$207.52
		11/30/2018	4522	110515144	SFTY COVERALLS/GLOVES	\$131.33
		11/30/2018	4522	360515145	SFTY COVERALLS/GLOVES	\$121.81
EQUIPMENT DIRECT INC					Total Check Amount:	\$460.66
V30593	ERIN VAUGHAN ILLUSTRATION	11/30/2018	26610	110404541	ARTGALLERY CONS SALES	\$184.30
ERIN VAUGHAN ILLUSTRATION					Total Check Amount:	\$184.30
V30594	GAIL EVERTSEN	11/30/2018	10141	110212111	OCT 2018 MILEAGE	\$13.95
GAIL EVERTSEN					Total Check Amount:	\$13.95
V30595	EWING IRRIGATION PRODUCTS, INC.	11/30/2018	5807	110515143	RAPID DRY CLAY	\$522.11
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$522.11
V30596	FACTORY MOTOR PARTS COMPANY	11/30/2018	3504	480515161	BLOWER MOTOR	\$52.40
		11/30/2018	3504	480515161	BRAKE PADS	\$87.71
		11/30/2018	3504	480515161	FUEL PUMP ASSEMBLY	\$545.83
		11/30/2018	3504	480515161	IGNITION COIL	\$55.50
		11/30/2018	3504	480515161	SENDER/FUEL PUMP ASSY	\$545.83
		11/30/2018	3504	480515161	THERMOSTAT HOUSING	\$43.09
		11/30/2018	3504	480515161	WIPER BLADES	\$105.51
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$1,435.87
V30597	FLEMING ENVIRONMENTAL, INC.	11/30/2018	18487	480515161	UST CERT:CCC & FS3	\$2,085.00
FLEMING ENVIRONMENTAL, INC.					Total Check Amount:	\$2,085.00
V30598	DON GOLDEN	11/30/2018	10729	110000000	INSP SVCS 11/8-11/20	\$8,109.11

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30598	DON GOLDEN	11/30/2018	10729	110323242	INSP SVCS 11/8-11/20	\$529.90
DON GOLDEN					Total Check Amount:	\$8,639.01
V30599	GRAINGER	11/30/2018	13634	480515161	KEY LOCK BOX	\$31.23
GRAINGER					Total Check Amount:	\$31.23
V30600	TERRANCE GREEN	11/30/2018	12103	110212111	TRAINING EXPENSES	\$25.56
TERRANCE GREEN					Total Check Amount:	\$25.56
V30601	MARINA ILLUM	11/30/2018	27929	110404541	ARTGALLERY CONS SALES	\$29.40
MARINA ILLUM					Total Check Amount:	\$29.40
V30602	IMPERIAL SPRINKLER SUPPLY	11/30/2018	24260	110515144	IRRIGATION PARTS	\$130.22
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$130.22
V30603	INFOSEND, INC.	11/30/2018	19016	420141421	WATER BILL FORMS	\$87.58
INFOSEND, INC.					Total Check Amount:	\$87.58
V30604	INK LINK INC	11/30/2018	22423	110404420	TREE LIGHTING SIGNAGE	\$398.68
INK LINK INC					Total Check Amount:	\$398.68
V30605	JAX AUTO	11/30/2018	20187	480515161	1222 SMOG TEST	\$49.95
		11/30/2018	20187	480515161	24011 SMOG TEST	\$49.95
		11/30/2018	20187	480515161	29003 SMOG TEST	\$49.95
JAX AUTO					Total Check Amount:	\$149.85
V30606	DANYELL LAGRAFFE	11/30/2018	27892	110404541	ARTGALLERY CONS SALES	\$201.35
DANYELL LAGRAFFE					Total Check Amount:	\$201.35
V30607	LAND CONCERN, LTD	11/30/2018	22942	510707219	LANDSCAPE PLANS SEP18	\$718.38
LAND CONCERN, LTD					Total Check Amount:	\$718.38
V30608	MEREDITH K LASKOW	11/30/2018	5178	110404541	ARTGALLERY CONS SALES	\$135.10
MEREDITH K LASKOW					Total Check Amount:	\$135.10
V30609	LEHR	11/30/2018	26035	480515161	28009STRIP EQPT:LABOR	\$300.00
		11/30/2018	26035	480515161	AMBER LED LIGHTS	\$165.67
		11/30/2018	26035	480515161	LED GRLL E AMBER LIGHT	\$328.47
LEHR					Total Check Amount:	\$794.14
V30610	LINCOLN AQUATICS	11/30/2018	17902	490515151	POLY TUBING @ PLUNGE	\$147.48
LINCOLN AQUATICS					Total Check Amount:	\$147.48
V30611	LOS ANGELES TRUCK CENTERS, LLC	11/30/2018	7300	480515161	AIR PRESSURE SWITCH	\$9.35
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$9.35
V30612	LSA ASSOCIATES, INC.	11/30/2018	25757	510707251	PROF SVCS SEPT 2018	\$707.76
LSA ASSOCIATES, INC.					Total Check Amount:	\$707.76
V30613	MAR-CO EQUIPMENT COMPANY	11/30/2018	20329	480515161	SWEEPER BLOWER BELT	\$286.62
		11/30/2018	20329	480515161	SWEEPR CAB DOOR SWTCH	\$72.91
		11/30/2018	20329	480515161	SWEEPR HEAD SKID SHOE	\$699.25
		11/30/2018	20329	480515161	SWPR PICKUP HEAD TUBE	\$799.51

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MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$1,858.29
V30614	SUSAN MARTIN	11/30/2018	23655	110404524	COUNSELING SUPV OCT18	\$2,765.00
SUSAN MARTIN					Total Check Amount:	\$2,765.00
V30615	TAWNY MCCANN	11/30/2018	27895	110404541	ARTGALLERY CONS SALES	\$189.65
TAWNY MCCANN					Total Check Amount:	\$189.65
V30616	ROBERTO MEJIA	11/30/2018	27178	110212111	TRAINING MILEAGE	\$46.38
ROBERTO MEJIA					Total Check Amount:	\$46.38
V30617	AVESHA MICHAEL	11/30/2018	28088	110404541	ARTGALLERY CONS SALES	\$73.65
AVESHA MICHAEL					Total Check Amount:	\$73.65
V30618	MSDSONLINE, INC.	11/30/2018	26019	110515141	18/19 MSDS FEE	\$299.90
		11/30/2018	26019	110515144	18/19 MSDS FEE	\$299.90
		11/30/2018	26019	420515131	18/19 MSDS FEE	\$599.80
		11/30/2018	26019	430515123	18/19 MSDS FEE	\$599.80
		11/30/2018	26019	480515161	18/19 MSDS FEE	\$599.80
		11/30/2018	26019	490515151	18/19 MSDS FEE	\$599.80
MSDSONLINE, INC.					Total Check Amount:	\$2,999.00
V30619	MYERS AND SONS	11/30/2018	21624	480515161	BOARD ACTUATOR	\$343.17
MYERS AND SONS					Total Check Amount:	\$343.17
V30620	NOCRA	11/30/2018	27783	110404424	ASSIGNOR FEES	\$126.00
NOCRA					Total Check Amount:	\$126.00
V30621	NORDIC FOX DESIGN CO., LLC	11/30/2018	28087	110404541	ARTGALLERY CONS SALES	\$91.97
NORDIC FOX DESIGN CO., LLC					Total Check Amount:	\$91.97
V30622	ORANGE COUNTY UNITED WAY	11/30/2018	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$12.40
V30623	ORVAC ELECTRONICS	11/30/2018	3614	480515161	SHOP SUPPLIES	\$141.18
ORVAC ELECTRONICS					Total Check Amount:	\$141.18
V30624	PARKHOUSE TIRE, INC.	11/30/2018	22120	480515161	FIRE TRUCK TIRES	\$2,875.92
PARKHOUSE TIRE, INC.					Total Check Amount:	\$2,875.92
V30625	SCARLET PEÑALOZA	11/30/2018	27890	110404541	ARTGALLERY CONS SALES	\$522.17
SCARLET PEÑALOZA					Total Check Amount:	\$522.17
V30626	PLUMBERS DEPOT INC.	11/30/2018	14542	480515161	22001VCTR RODDER PUMP	\$11,173.00
		11/30/2018	14542	480515161	NOZZLE	\$129.73
PLUMBERS DEPOT INC.					Total Check Amount:	\$11,302.73
V30627	QUINN COMPANY	11/30/2018	12380	480515161	CYLINDER ASSEMBLY	\$239.86
		11/30/2018	12380	480515161	TRACTOR BRAKE FLUID	\$19.57
QUINN COMPANY					Total Check Amount:	\$259.43
V30628	RAY-LITE INDUSTRIES, INC.	11/30/2018	19800	490515152	LED LAMPS @ CCC	\$1,298.39
		11/30/2018	19800	490515152	LED LIGHTING @ FS4	\$220.20
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$1,518.59

City Check Register for: Nov 30, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30629	MONICA RINCON	11/30/2018	27401	110404541	ARTGALLERY CONS SALES	\$273.00
MONICA RINCON					Total Check Amount:	\$273.00
V30630	ALFRED RODRIGUEZ	11/30/2018	27489	110212111	TRAINING EXPENSES	\$26.57
ALFRED RODRIGUEZ					Total Check Amount:	\$26.57
V30631	RPW SERVICES, INC.	11/30/2018	3791	360515147	FLEAS AND TICKS SPRAY	\$180.00
RPW SERVICES, INC.					Total Check Amount:	\$180.00
V30632	SIERRA-CEDAR, INC	11/30/2018	23086	950000000	ILJAOC CONSULT OCT18	\$6,825.00
SIERRA-CEDAR, INC					Total Check Amount:	\$6,825.00
V30633	SIGN-A-RAMA	11/30/2018	12440	110515141	BASKETBALL COURT SIGNS	\$283.07
		11/30/2018	12440	110515141	LDM DEDICATION SIGN	\$305.18
SIGN-A-RAMA					Total Check Amount:	\$588.25
V30634	SITEONE LANDSCAPE SUPPLY, LLC	11/30/2018	25942	360515145	IRRIGATION PARTS	\$110.81
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$110.81
V30635	SMART & FINAL	11/30/2018	3269	110404429	ASP CAFE SUPPLIES	\$294.03
SMART & FINAL					Total Check Amount:	\$294.03
V30636	SNAP-ON INDUSTRIAL	11/30/2018	17125	480515161	PLSTC CUTTR/HANDRTCHT	\$178.19
SNAP-ON INDUSTRIAL					Total Check Amount:	\$178.19
V30637	SO CAL LAND MAINTENANCE, INC.	11/30/2018	26009	110515141	PARKS MOWING OCT 2018	\$6,043.93
		11/30/2018	26009	110515141	PARKS MOWING SEP 2018	\$6,043.93
		11/30/2018	26009	360515145	PARKS MOWING OCT 2018	\$85.95
		11/30/2018	26009	360515145	PARKS MOWING SEP 2018	\$85.95
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$12,259.76
V30638	AIMEE SONES	11/30/2018	24801	110404541	ARTGALLERY CONS SALES	\$138.25
AIMEE SONES					Total Check Amount:	\$138.25
V30639	SOUTH COAST EMERGENCY VEHICLE SVC	11/30/2018	18619	480515161	HOSE BED VINYL COVER	\$175.63
		11/30/2018	18619	480515161	LADDER BRACKET	\$395.88
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$571.51
V30640	STEVEN ENTERPRISES, INC.	11/30/2018	26543	110515111	YARD PLOTTER PART	\$447.20
STEVEN ENTERPRISES, INC.					Total Check Amount:	\$447.20
V30641	STOTZ EQUIPMENT	11/30/2018	24388	480515161	HOOR METER/BRACKET	\$112.23
		11/30/2018	24388	480515161	TRACTOR 3 POINT HITCH	\$175.68
STOTZ EQUIPMENT					Total Check Amount:	\$287.91
V30642	JACKIE TEMPLIN	11/30/2018	24802	110404541	ARTGALLERY CONS SALES	\$304.36
JACKIE TEMPLIN					Total Check Amount:	\$304.36
V30643	TITAN WATER TECHNOLOGY, INC.	11/30/2018	25776	490515151	WATER TREATMENT NOV18	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V30644	TOMARK SPORTS	11/30/2018	6098	110404424	FIELD CHALK	\$415.66
TOMARK SPORTS					Total Check Amount:	\$415.66
V30645	TOTAL ADMINISTRATIVE SERVICE	11/30/2018	26017	110	DED:808B FSA DEPCAR	\$2,125.48

City Check Register for: Nov 30, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30645	CORP.	11/30/2018	26017	110	DED:808C FSA UR MED	\$4,578.45
TOTAL ADMINISTRATIVE SERVICE CORP.					Total Check Amount:	\$6,703.93
V30646	TRANS UNION LLC	11/30/2018	8371	110141481	HR SVCS 9/26-10/25/18	\$41.49
TRANS UNION LLC					Total Check Amount:	\$41.49
V30647	TROPICAL PLAZA NURSERY, INC	11/30/2018	2062	110515141	PARKS/MSM LNDSCP NOV	\$2,529.61
		11/30/2018	2062	110515143	CITY LANDSCAPE NOV18	\$12,483.10
		11/30/2018	2062	110515148	TRCKS S2 LNDSCP NOV18	\$899.44
		11/30/2018	2062	110515148	TRCKS S3 LNDSCP NOV18	\$2,428.03
		11/30/2018	2062	110515148	TRCKS S4 LNDSCP NOV18	\$1,985.50
		11/30/2018	2062	341515112	DISTRICT 1 NOV 2018	\$1,166.91
		11/30/2018	2062	341515112	IRRIGATION REPAIRS	\$193.85
		11/30/2018	2062	343515112	DISTRICT 3 NOV 2018	\$1,979.91
		11/30/2018	2062	343515112	IRRIGATION REPAIRS	\$496.65
		11/30/2018	2062	345515112	DISTRICT 5 NOV 2018	\$2,377.29
		11/30/2018	2062	345515112	IRRIGATION REPAIRS	\$279.06
		11/30/2018	2062	346515112	DISTRICT 6 NOV 2018	\$6,432.23
		11/30/2018	2062	347515112	DISTRICT 7 NOV 2018	\$1,047.53
		11/30/2018	2062	361515148	TRCKS S5 LNDSCP NOV18	\$19.26
		11/30/2018	2062	880515113	GATEWAY CTR NOV 2018	\$1,204.66
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$35,523.03
V30648	TRUCPARCO	11/30/2018	2693	480515161	LED ARROW STICK	\$862.97
TRUCPARCO					Total Check Amount:	\$862.97
V30649	TURBO DATA SYSTEMS, INC.	11/30/2018	1472	110212122	CITATION PROC OCT18	\$2,795.99
		11/30/2018	1472	110212132	HH LEASE TPM OCT 2018	\$258.60
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$3,054.59
V30650	JORDAN TYSON	11/30/2018	27893	110404541	ARTGALLERY CONS SALES	\$308.71
JORDAN TYSON					Total Check Amount:	\$308.71
V30651	UNICORN CRAFTS	11/30/2018	27894	110404541	ARTGALLERY CONS SALES	\$87.89
UNICORN CRAFTS					Total Check Amount:	\$87.89
V30652	UNITED ROTARY BRUSH CORPORATION	11/30/2018	16649	480515161	SWEEPER BROOMS (3)	\$707.08
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$707.08
V30653	US METRO GROUP, INC.	11/30/2018	24814	490515151	WELLNESS FEST PORTERS	\$84.38
US METRO GROUP, INC.					Total Check Amount:	\$84.38
V30654	WALTERS WHOLESALE ELECTRIC	11/30/2018	1667	490515151	LAMP HOLDERS @ YARD	\$52.13
		11/30/2018	1667	490515151	WIRE NUTS	\$19.36
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$71.49
V30655	WILLDAN ENGINEERING	11/30/2018	12445	110000000	CITY TFC ENG'G 9/28	\$320.00
		11/30/2018	12445	110000000	PLAN CHECK SVCS 9/28	\$118.00
		11/30/2018	12445	110515171	TRAFFIC ENG'G 9/28	\$7,377.60

City Check Register for: Nov 30, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V30655	WILLDAN ENGINEERING	11/30/2018	12445	510515171	TRAFFIC ENG'G 9/28	\$1,102.40
		11/30/2018	12445	510707219	TRAFFIC CALMING 9/28	\$295.00
WILLDAN ENGINEERING					Total Check Amount:	\$9,213.00
V30656	STACY LEE WONG	11/30/2018	28091	110404541	ARTGALLERY CONS SALES	\$59.07
STACY LEE WONG					Total Check Amount:	\$59.07
V30657	CHRISTOPHER WOOD	11/30/2018	14715	110212111	TRAINING MILEAGE	\$95.92
CHRISTOPHER WOOD					Total Check Amount:	\$95.92
V30658	ELEANOR YBARRA	11/30/2018	27904	110404215	CLASS INSTRUCTOR BCC	\$425.00
ELEANOR YBARRA					Total Check Amount:	\$425.00
Voucher Subtotal						\$256,898.64
TOTAL						\$320,583.60

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 12/04/2018

SUBJECT: November 30, 2018 Successor Agency Check Register - Receive and file.

Attachments

11-30-18 SA Check Register

Successor Agency Check Register for: Nov 30, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2654	BANDERA ESTATES	11/30/2018	3121	511626224	SR SUBSIDY DEC2018	\$1,016.00
BANDERA ESTATES					Total Check Amount:	\$1,016.00
2655	THE BANK OF NEW YORK MELLON	11/30/2018	4202	731000000	BCC PROJ SERIES 2004	\$3,280.00
	THE BANK OF NEW YORK MELLON	11/30/2018	4202	732000000	2016 TAX ALLOC 18/19	\$4,200.00
	THE BANK OF NEW YORK MELLON	11/30/2018	4202	813000000	2017 TAX ALLOC 18/19	\$4,700.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$12,180.00
2656	BREA WOODS SENIOR APARTMENTS	11/30/2018	1955	511626224	SR SUBSIDY DEC2018	\$254.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$254.00
2657	BROOKDALE - BREA	11/30/2018	4623	511626224	SR SUBSIDY DEC2018	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2658	CITY OF BREA	11/30/2018	1003	511	REIM COSTS 18/19 OCT	\$5,178.81
CITY OF BREA					Total Check Amount:	\$5,178.81
2659	HERITAGE PLAZA APARTMENTS	11/30/2018	1917	511626224	SR SUBSIDY DEC2018	\$1,016.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$1,016.00
2660	HOLLYDALE MOBILE ESTATES	11/30/2018	4250	511626224	SR SUBSIDY DEC2018	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2661	HOLLYDALE MOBILE ESTATES	11/30/2018	4577	511626224	SR SUBSIDY DEC2018	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2662	LAKE PARK BREA	11/30/2018	2433	511626224	SR SUBSIDY DEC2018	\$2,023.00
LAKE PARK BREA					Total Check Amount:	\$2,023.00
2663	ORANGE VILLA SENIOR APARTMENTS	11/30/2018	2132	511626224	SR SUBSIDY DEC2018	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2664	RICHARDS WATSON & GERSHON	11/30/2018	2280	511000000	GEN LEGAL SVCS SEP18	\$3,530.00
RICHARDS WATSON & GERSHON					Total Check Amount:	\$3,530.00
2665	VINTAGE CANYON SENIOR APARTMENTS	11/30/2018	4081	511626224	SR SUBSIDY DEC2018	\$1,016.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,016.00

Overall - Total \$27,229.81